ORGANIC
RECYCLING CENTER

February 9, 2009

Organic Recycling Center, LLC
818 South White Street
Wake Forest, NC 27587

NC DENR, Division of Waste Management
Solid Waste Section Permitting
1646 Mail Service Center
Raleigh, NC 27699-1646

Re: **Request for New Permit**

Dear Dept. of Waste Management:

We here at Organic Recycling center would like to request a C & D Transfer Station Permit. We are currently operating as a stump dump / recycling center under a Treatment and Processing facility permit. We would like to take our facility to the next level and operate as a fully permitted C & D Transfer Station. If you have any questions you may contact Will Barker or James Adams Jr. at any time and we will do our best to provide you with any additional information that you may need.

Sincerely,

Will Barker
Finance Manager
Millridge Companies
919-556-5418

ORGANIC
RECYCLING CENTER

Request for New Permit
C&D Transfer Station

2095 US 1 Hwy
Franklinton, NC 27525
(919) 562-4950

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Section 1 – General Information

1. The name of the current facility that is requesting the new Permit is Organic Recycling Center, LLC located at 2095 US 1 Hwy. Franklinton, NC 27525. The proposed name of the new facility will remain the same as the old name: Organic Recycling Center, LLC.

2. The individual making the application who is also the contact person is:
   Will Barker
   818 South White Street
   Wake Forest, NC 27587
   919-556-5418
   wtb@millridgeco.com

3. The contract operator and alternate contact person is:
   James M. Adams, Jr.
   818 South White Street
   Wake Forest, NC 27587
   919-556-5418
   jma@millridgeco.com

4. The landowner of the facility's physical location is:
   Organic Partners, LLC
   818 South White Street
   Wake Forest, NC 27587
   919-556-5418

5. The engineer for the site and facility is:
   Joe Lyle
   818 South White Street
   Wake Forest, NC 27587
   919-556-5418
   jjl@millridgeco.com

6. The contact person to receive permit fee invoices and annual fee invoices is:
   Will Barker
   818 South White Street
   Wake Forest, NC 27587
   919-556-5418
   wtb@millridgeco.com

Section 2 - Property Information and Maps

7. The location of the Facility is 2095 US 1 Hwy Franklinton, NC 27585. The facility is currently operating as a stump dump under permit No. 35-03TP. A map identifying boundaries of the site is included as **Attachment A**.

8. The total acreage of the property is 71.530. The size of the area intended to be permitted for the C&D Transfer Station is approximately 28 acres

9. The Legal description of the property 2095 US 1 Hwy. Franklinton, NC 27585 is shown as Exhibit A attached to the Land Deed. For a current land deed see **Attachment B**. For a current plat of the property see **Attachment C**.

10. **Attachment C** is a copy of the USGS topographic quadrangle map of the area. On the map is also the approximate area of the transfer area.

11. **Attachment D** is a letter regarding the official zoning of the site

12. The property is not in a flood Zone. See the previous application for the T/P permit for a copy of the FEMA Flood Insurance floodplains map for the area.

13. **Attachment E** is a letter from the Army Corps of Engineers that addresses the wetlands determination of the property.

Section 3 – Operation Plan

14. The types of wastes to be accepted are C&D Material which includes: Wood, Cardboard, Metal, Plastic, Vinyl, Siding, Insulation, Drywall, Concrete and inert debris. Under no circumstance will asbestos be accepted.

15. An estimate of the tons per day to be handled by the Transfer Station/ Recycling operation would be around 75 to 100 tons per day.

16. The service area of the facility will include the following counties: Wake, Granville, Franklin and Orange. The expansion of our service area is inevitable as a part of Facility growth and other counties will be included at a future date.

17. The specific disposal facilities where the waste will be transferred are explained in the following list. The waste that cannot be recycled will be hauled to WCA on Brownfield Rd. in Raleigh, NC. The Recyclables will be transferred as follows:
    - Cardboard – Recycle America Alliance – 1815 Capital Blvd.
    - Metal – TT&E Iron and Metal – 1529 West Garner Rd.
    - Concrete and Asphalt – Select material will be ground on site and used for maintaining our driveway and the remaining unused material will be taken to Sunrock 8520 Barefoot Industrial.
    - Inert Debris – Will grind and use as mulch and dispose of the remaining in our organic site or taken to Progress Energy.
    - Reusable or Salvageable Building Materials – Taken to Habitat Reuse Center – 5115 New Bern Ave.
    - Wood Pallets – Wake County Multi Material – 9004 Deponie Dr.

    To ensure that the material is taken to an acceptable place, agreements with the disposal sites will be made to make sure that they are approved areas and accurate records of transactions with the facilities will be kept. Of the facilities listed above all are in Wake County, all will accept material from our facility and all are in compliance according to the appropriate governing regulations.

18. A description of the Equipment used at the facility is as follows: 2 Beast 3680 Grinders, 2 Excavators, 1 CAT IT Machine, 1 Bulldozer and 1 Screener. The facility also has access to any other necessary heavy machinery to facilitate the completion of necessary jobs on the property. The facility will also have a scale house with an attached scale system with capacity to weighing all size tractor trailers and dump trucks. The proposed Scale system is an Avery Weightronics 100ton system with dimensions of 11' x 100'. The dumping are is to be approximately a 200' x 200' concrete pad for sorting and separating all dumped material. This concrete pad has plans for a future partial covered area for keeping materials out of the elements when deemed necessary.

19. The site security and access control will be handled in the following manner. The site is secured with a lockable gate. Haulers and employees enter with an authorized sticker that will be on the driver side door or on driver side hood area. There is also video surveillance at the gate for added protection and monitoring of activity. There is a scale house attendant that checks the haulers stickers and gives them authorization to enter the facility. The access roads to the

dumping area are well graded and maintained with crushed rock and concrete material providing an excellent all weather access road. The hours of operation are Mon – Fri , 7:00am to 4:30 and potentially Saturdays depending on demand during spring and summer months. When applicable the weekend hours are 7:00am to 12:00pm.

20. A description of the signs to be posted at the entrance and within the site to direct traffic is as follows. The signage will start at the Road near the Scale house and clearly indicates the material accepted, the hours of operation, Transfer Station name, Permit No., Phone No., materials not accepted, and penalty for non-compliance with any of the above guidelines. Additional signage will direct all traffic to the dump site on the Concrete pad Sorting Station.

21. The following is a description of the personnel requirements, qualifications, and responsibilities. There is to be an employee on site at all times that the facility is in operation who will oversee the loading and unloading of all materials that are handled at the site. First aid supplies and training will be provided in the facility. All staff members will be provided with the necessary safety equipment and supplies that are needed to safely perform their jobs including but not limited to: ear plugs, face masks/ dust masks, eye protection, and gloves. The facility will employ the following positions:
    Scale House Attendant – duties will include maintaining customer records, payment transactions, assigning accounts and analyzing credit applications, weighing trucks and printing out dump tickets while maintaining proper records.
    SWANA Certified Manager – duties will include maintaining the following Operational Records: Waste Storage and Handling, Storage Area Maintenance, Access Control and Station Attendance, Unloading of Waste, Acceptable and Unacceptable Wastes, Equipment, Litter, Dust and Odor Control, and Fire Protection.
    Equipment Operator – duties include loading trucks and containers with trash and recyclables, operate grinders to turn wood material into mulch and maintain equipment based upon appropriate maintenance schedules.
    General Laborers – duties include hand sorting recyclables and transferring materials to appropriate individual containers, cleanup of litter, and maintaining a clean site and dump area.

22. The following is a description of the operation of a truck upon arriving at the site until it leaves. A Truck pulls up to the weigh station, the scale house attendant verifies the truck is an authorized hauler by the sticker on the truck and the truck is then weighed and given a ticket to dump. The truck then follows the signs to the dump site and dumps debris on the concrete sorting pad. The laborers then sort through the debris for recyclables such as cardboard, metal, wood, etc. All of the recyclables are then but into individual 20 yard containers on site and covered at the end of the day. Using the appropriate equipment the wood material is loaded into the grinders and turned into mulch. The remaining trash that cannot be recycled is then loaded into dump trucks or tractor trailers to be taken to WCA Landfill to be properly disposed of. When hauling material off site the hauler will pass through the weigh station so the attendant can verify the hauler as an approved hauler, then the hauler picks up the appropriate container, tarps the container and then exits the facility.

23. The process for accepting, sorting/processing, and storing each type of recyclable is as follows:
    Lumber – the material will be process through the grinders on site and stored in our permitted inert debris area or loaded in a tractor trailer to be taken to Progress Energy.

Metal, cardboard and pallets – will be stored in 20 yard containers onsite and covered at the end of each day. Once the containers are full the in house container company, owned and operated as a division of Organic Recycling Center, LLC, will haul the containers to the proper facility to dispose of the recyclable material. There should never be debris remaining on site for long periods because the in house hauling company will constantly be hauling all necessary materials to appropriate sites. The maximum amount of material that would be onsite at any given point should be no more than a few tons of total recyclable material.

24. The part of the operation that will process waste is the use of wood grinder. The wood is sent through grinders that magnetically pull out all metal and creates quality mulch out of wood debris. The finished product is then placed in an approved holding area for onsite sales or in to a 20yd container to be hauled to customers.

25. The following is a description for handling waste loads that contain unacceptable waste. Although, unacceptable waste is strictly prohibited indicated by signage throughout the site, if the situation should arise that unacceptable waste has to be dealt with it will be handled in the following manner. Haulers who chose to bring in such waste who are caught before dumping will be fined and asked to leave the property. In the event that a hauler successfully dumps and is caught in the process, all trash will be loaded into the truck and the hauler will be sent away and fined. In the event that a hauler successfully dumps and we do not know who has dumped prohibited trash, the prohibited trash will be separated and put into an empty 20 yard container and hauled to a facility that accepts whatever was dumped. The occurrences of unacceptable material being dumped should be minimal to nonexistent because of the number of employees on site monitoring what is being hauled into the facility. In the event that prohibited waste is dumped on site the trash will be removed from the premises within 5 business days.

26. The plan for operation of the facility in wet weather is as follows. Sorting of material will not be done in wet weather conditions. Until a portion of the sorting pad is covered allowing for a dry area to sort C&D materials properly no sorting will be done in wet weather. In order to control surface water run-on the site will be graded in such a way that will divert rain water from washing across the sorting area. Run-off will be controlled using the erosion control and runoff management methods prescribed in the erosion control plans.

27. A description of collection, storage, and disposal of Leachate, wash water, and contaminated rainfall runoff is as follows. Leachate should never be an issue here at this site because solid municipal waste is not accepted at this facility and what materials we do accept will be in covered containers protecting materials from the rain water. Again contaminated rainwater runoff should not be an issue either because the materials that are to be hauled off are themselves in covered containers. Future plans are to have a portion of the sorting area to be covered which will eventually aid in the prevention from contaminated runoff.

28. The Plan for maintaining the facility in a sanitary condition will be handled in the following manners.
    Noise – the facility is located in a geographic area where it is completely buffered through vegetation and vacant land from what could be considered noise pollution to surrounding neighbors.
    Vectors and Odors – Although no municipal waste is accepted actions will be taken daily to control odors and disease vectors. Those actions include but are not limited to immediate

removal of materials, washing of sorting area, and the covering of any partial loads that could be problematic.
As part of being an employee of the facility is it a responsibility of each employee that a maintained sanitary condition of the facility is achieved.

29. Litter generated on our property will be controlled through laborers that are on site and through the use of tree protection fences. The laborers will also maintain the tree protection fencing and ensure daily that all litter is cleaned up and handled properly. Dust on the property will be controlled using a water truck as needed. Dust will also be controlled through the placement of new crushed rock material as a part of renewing/maintaining the all weather road system.

30. Handling special waste will be dealt with in the following manner described here within. We are currently permitted to handle inert debris and future inert debris will be handled as normal in accordance to the regulations set forth to us by our permit. Tires will not be accepted but upon the event that tires are dumped without our knowledge, they will be placed into a 20 yard container and taken to WCA. The same process is true for any white goods and furniture that is dumped without our knowledge.

31. Fire Prevention is achieved in the following manner. Water is available at the station and may be used to control a Fire. A CO_2 Fire Extinguisher is also available to help aid in the containment of a Fire. In the event that a fire occurs in which we cannot contain we will call the local fire department and as safely as possible move the other debris from reach of the fire and evacuate the site as needed. Fire prevention is actively practiced through good housekeeping and training of all employees. See attached letter from fire department indicating the ability to handle all incidents of fire at the facility

32. Record keeping for the facility is to be done in the following manner. The majority of the recordkeeping will be done on site by the scale house attendant and remaining records will be kept by an accounting manager in the main office. The scale house attendant will give dump records that track the counties debris was hauled from to the main office. The main office accounting manager will then be responsible for receiving monies and tickets from the vendors as well as paying and receiving bills. The personnel training will be done by the facility manager and the employees will be given a manual and given a training session. There will also be a comp on the wall on the scale house of the operations plan, the permit, and drawing of the site.

33. Contingency plans for certain situations are as follows:
Equipment Breakdowns – there is an onsite mechanic whose job among several of his responsibilities is to maintain and repair all equipment.
Spills – in the event that there is a spill we will follow necessary procedures according to the type of spill to contain and clean up as necessary.
Noise – this should never be an issue when considering the location of the facility. We are situated between vacant land and a concrete plant. In the event noise should ever become an issue the necessary measures will be taken to aid in noise reduction.
Odor – there should never be a significant odor from the station considering it is C&D material and municipal material is strictly prohibited in the facility.
Long term power outage – in the event of a long term power outage the facility will close its doors until power is restored allowing for normal operations.

Extreme weather events – if and when extreme weather is experienced the facility will shut down until conditions improve allowing for normal operations to occur.

Section 4 – Sedimentation and Erosion Control Plan

34. This is an existing recycling operation with an approved Sedimentation and Erosion Control Plan. The sedimentation and Erosion Control Plan is attached to this application as **Attachment A**.

Section 5 – Financial Assurance

35. The following is a best guess estimate of the cost to hire a third party to remove, cleanup, haul and dispose of five days of volume of incoming waste plus the maximum amount to materials that is planned to be stored on site.

a) Incoming waste per day is estimated to be a maximum of 100 tons
b) Five days worth of the estimated maximum amount of incoming waste is 500 tons.
c) Onsite storage capacity should not ever exceed 500 tons and will most likely be a negligible quantity (see Sect. 3 #23)
d) Cost to haul off waste @ $100/hr per 8 ton truck, 5 loads per day per truck, for 4 trucks, for 6.25 days is estimated to be $12,500
e) Cost of labor to sort and load waste is as follows:
    i. Loading cost of material @ $50/hr $12,500
    ii. Hired help cost @ $10/hr is $2,500
f) The Grand Total for removal by a third part would be a maximum of $27,500

The third party removal cost will be appropriately assured as deemed necessary by the Department upon approval of this cost estimate.

Section 6 – Traffic Study

36. Documentation as required by N.C. G.S. 130A-295.5. was previously submitted with original application for the current treatment and processing permit status of the site. See previous application for the Traffic Study

Section 7 – Signature Pages

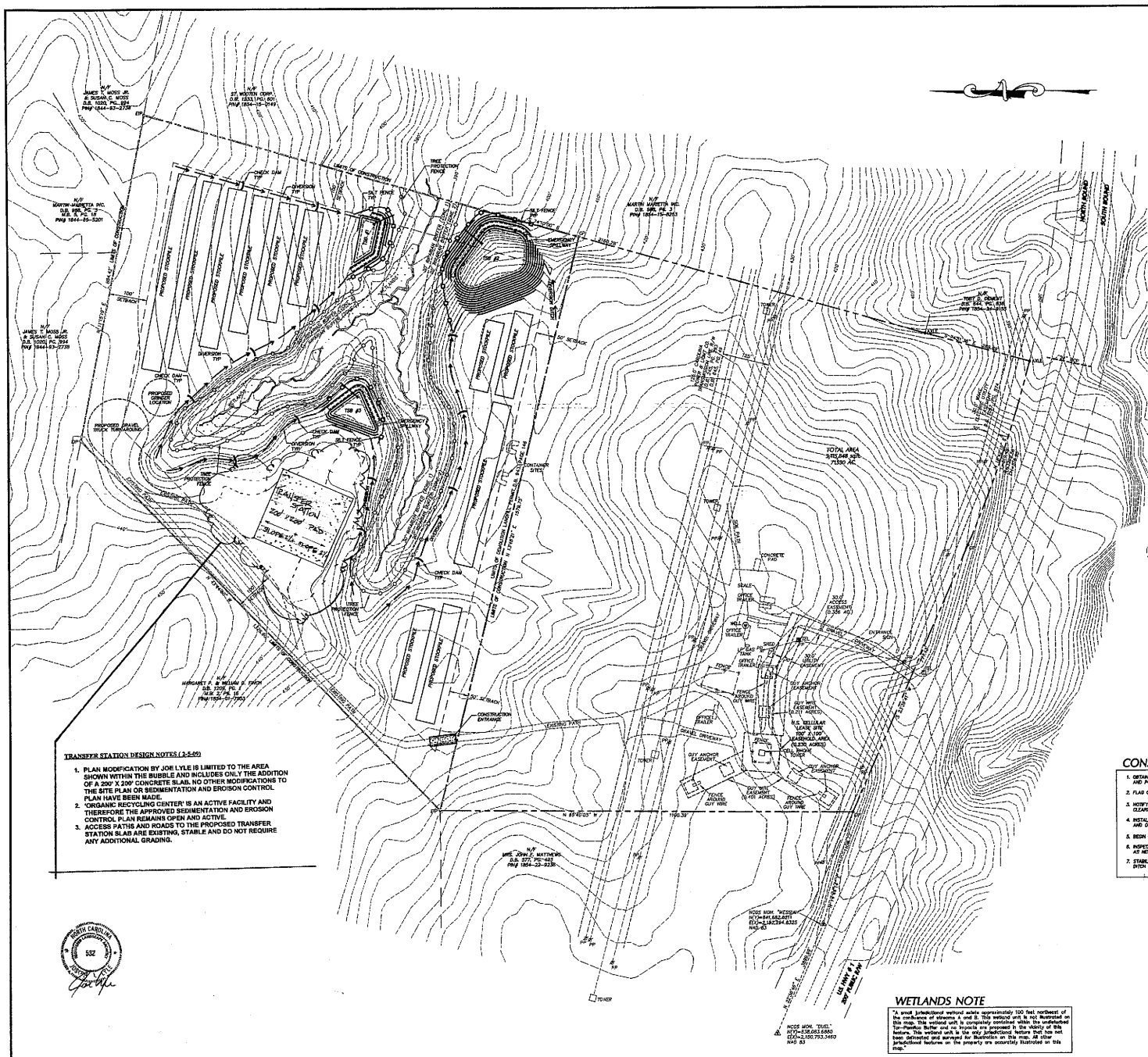
37. Applicant signature page (see **Attachment G**)
38. Contract operator signature page is not needed because Organic Recycling Center is the operator (James M. Adams Jr.)
39. The landowner of the property is not the applicant and therefore **Attachment H** is the Landowner authorization documentation

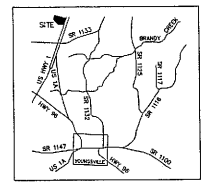
Section 8 – Engineering Drawings

Attachment A is a copy of the Engineering Drawings for the site and for the Property.

Attachment A

Map / Engineered Drawings





LEGEND

TEMP. CONSTR. ENTRANCE SEE DETAIL SHEET C5.01.

TSB — TEMPORARY SEDIMENT BASIN SEE DETAIL SHEET C5.01.

TEMP. CHECK DAM SEE DETAIL SHEET C5.01.

TEMP. DIVERSION DITCH SEE DETAIL SHEET C5.01.

TREE PROTECTION FENCE SEE DETAIL SHEET C5.01.

TEMPORARY SILT FENCE, SEE DETAIL SHEET C5.01.

LIMITS OF CONSTRUCTION

EXISTING CONTOUR

FINISHED CONTOUR

TEMPORARY CONTOUR (TEMP. GRADES DURING CONSTR.)

SLOPE & SURFACE STABILIZATION

DURING ALL PHASES OF CONSTRUCTION, GROUNDCOVER OR OTHER DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION SHALL BE PROVIDED ON ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 30 CALENDAR DAYS (WHICHEVER PERIOD IS SHORTER) FOLLOWING A TEMPORARY OR PERMANENT STOPPAGE OF GRADING WORK IN A SPECIFIC AREA.

FINAL PERMANENT GROUNDCOVER OR OTHER SURFACE STABILIZATION SUFFICIENT TO RESTRAIN EROSION SHALL BE PROVIDED ON ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 30 CALENDAR DAYS (WHICHEVER PERIOD IS SHORTER) FOLLOWING COMPLETION OF ALL CONSTRUCTION ON THE PROJECT.

THE ABOVE REQUIREMENTS DO AND THE MINIMUM NECESSARY TO MEET EROSION AND SEDIMENT CONTROL REGULATIONS. THE CONTRACT DOCUMENTS MAY REQUIRE ADDITIONAL GROUNDCOVER AND STABILIZATION REQUIREMENTS AND SCHEDULES WHICH MAY EXCEED THOSE ABOVE.

SLOPE EROSION CONTROL MATTING SHALL BE INSTALLED FOR TEMPORARY STABILIZATION DURING THE ESTABLISHMENT OF VEGETATIVE COVER ON ALL STEEP SLOPES (2:1 OR STEEPER). REFER TO SPECIFICATION SECTION 02370 FOR MATERIAL SPECIFICATIONS. INSTALL MATTING PER MANUFACTURER'S INSTRUCTIONS.

GENERAL NOTES

1. THE OWNER SHALL COMPLY WITH ALL STATE AND LOCAL CODES IN CREATING EROSION CONTROL MEASURES BOTH ON AND OFF SITE.
2. THE OWNER SHALL MAINTAIN ALL EROSION CONTROL DEVICES AFTER EACH RAINFALL EVENT OR AS DIRECTED BY LOCAL AUTHORITIES.
3. TOTAL DISTURBED AREA: 28 ACRES.
4. ALL STREETS IN FRONT OF PROJECT WILL BE KEPT CLEAN AT ALL TIMES OR A WASH STATION WILL BE REQUIRED.
5. EROSION CONTROL PLAN REVIEW AND SITE INSPECTIONS WILL BE PERFORMED BY NCDENR.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN ANY CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN ALL MEASURES AS DESIGNED.
2. REMOVE SEDIMENT FROM SEDIMENT BASINS WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED.
3. REMOVE SEDIMENT FROM BEHIND SILT FENCE WHEN DEPTH REACHES 6-INCHES AT THE FENCE. REPAIR SILT FENCE AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS SHALL BE FERTILIZED, RE-SEEDED AS NECESSARY AND MULCHED ACCORDING TO PROJECT SPECS TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
5. MAINTAIN TREE PROTECTION FENCING THROUGHOUT DURATION OF CONSTRUCTION.

CONSTRUCTION SEQUENCE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS. KEEP A COPY OF THE APPROVED PLAN ON-SITE AND POST APPROVAL PLACARD.
2. FLAG CONSTRUCTION LIMITS AND INSTALL TREE PROTECTION FENCE. CALL FOR INSPECTION BY NCDENR.
3. NOTIFY NCDENR AND CONDUCT PRE-CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CLEARING OR ANY OTHER CONSTRUCTION.
4. INSTALL GRAVEL CONSTRUCTION ENTRANCES, TEMPORARY SILT FENCES, SEDIMENT BASINS, DIVERSION DITCHES AND OTHER MEASURES AS SHOWN ON THIS SHEET. CLEAR ONLY AS REQUIRED TO INSTALL THESE MEASURES.
5. BEGIN GRADING AS REQUIRED TO ESTABLISH MULCH STOCKPILE LOCATIONS.. MAINTAIN DEVICES AS NEEDED.
6. INSPECT ALL MEASURES AND DEVICES WEEKLY AND AFTER ALL RAINFALL EVENTS. MAKE PROMPT REPAIRS AS NEEDED.
7. STABILIZE ANY AREAS WHERE NO ADDITIONAL WORK IS ANTICIPATED WITH VEGETATION, PAVING, TEMPORARY DITCH AND SLOPE LINING, ETC. SEE SLOPE AND SURFACE STABILIZATION NOTES LISTED BELOW.

WETLANDS NOTE

"A small jurisdictional wetland exists approximately 100 feet northeast of the confluence of streams A and B. This wetland unit is not illustrated on this map. This wetland unit is completely contained within the undisturbed Tar-Pamlico Buffer and no impacts are proposed in the vicinity of this feature. This wetland unit is the only jurisdictional feature that has not been delineated and surveyed for illustration on this map. All other jurisdictional features on the property are accurately illustrated on this map."

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

SEPI ENGINEERING GROUP
2348 RICHMOND DRIVE, SUITE 370
RALEIGH, NC 27607
TEL: 919-799-9077
FAX: 799-9091

SEALS

REVISIONS

DATE	COMMENTS
10.5.05	PERMITTING SUBMITTAL - FIRST REVIEW

PERMITTING SUBMITTAL

ORGANIC RECYCLING CENTER (PREVIOUSLY PIP LANDFILL)

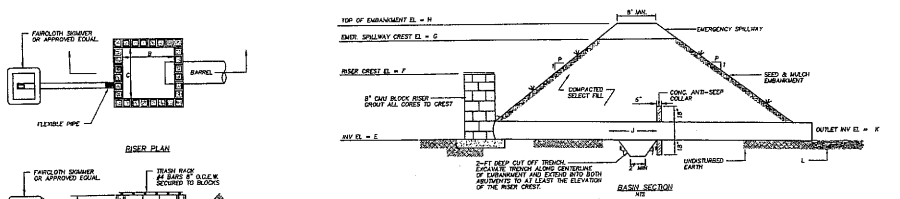
ORGANIC PARTNERS, LLC
FRANKLIN COUNTY, NORTH CAROLINA

REVIEWED BY:	JFC
DESIGNED BY:	JFC
DRAWN BY:	TSG
DATE:	10/21/05
PROJECT NUMBER:	SCHS-007

EROSION AND SEDIMENT CONTROL PLAN

C2.01

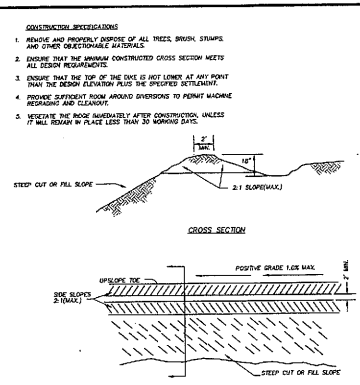
21 OCTOBER 2005



SEDIMENT BASIN SCHEDULE

SED. BASIN NO.	RISER A (FT)	RISER B (FT)	RISER C (FT)	EMERG. D (FT)	ELEVATIONS E (FT)	F (FT)	G (FT)	H (FT)	OUTLET BARREL J	OUTLET BARREL K (FT)	OUTLET PROTECTION L	FOOTING M (IN)	FOOTING N (IN)	SIDESLOPE P	SKIMMER DIA (IN)	SKIMMER NUMBER	MIN. BASIN VOLUME (CF)	MIN. BASIN SURFACE AREA (SF)	NOTES
1	3.0	3	3	8	394.0	397.0	398.0	399.83	80 LF 24" HDPE	393.0	12'x23'W29 CLASS B STONE	6	6	3	3	1	12,240	4,710	
2	2.1	3	3	24	400.0	402.1	403.1	405.15	60 LF 18" HDPE	394.0	7'x13'W29 CLASS B STONE	6	6	3	6	1	11,340	19,947	
3	2.2	3	3	8	415.0	420.2	421.2	423.0	60 LF 18" HDPE	415.0	7'x13'W29 CLASS B STONE	6	6	3	4	1	10,440	4,502	

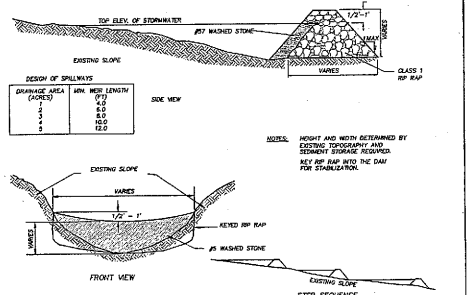
TEMPORARY SEDIMENT BASIN
NOT TO SCALE



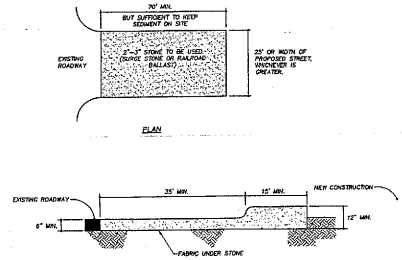
TEMPORARY DIVERSION DITCH
NOT TO SCALE

TRANSFER STATION DESIGN NOTES (3-5-99) SHEET C2.01

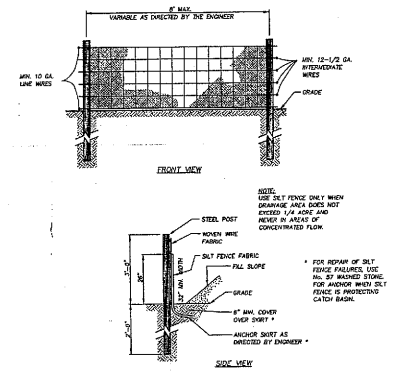
1. PLAN MODIFICATION BY JOE LYLE IS LIMITED TO THE AREA SHOWN WITHIN THE BUBBLE AND INCLUDES ONLY THE ADDITION OF A 200' X 200' CONCRETE SLAB. NO OTHER MODIFICATIONS TO THE SITE PLAN OR SEDIMENTATION AND EROSION CONTROL PLAN HAVE BEEN MADE.
2. 'ORGANIC RECYCLING CENTER' IS AN ACTIVE FACILITY AND THEREFORE THE APPROVED SEDIMENTATION AND EROSION CONTROL PLAN REMAINS OPEN AND ACTIVE.
3. ACCESS PATHS AND ROADS TO THE PROPOSED TRANSFER STATION SLAB ARE EXISTING, STABLE AND DO NOT REQUIRE ANY ADDITIONAL GRADING.



TEMPORARY CHECK DAM
NOT TO SCALE



TEMPORARY CONSTRUCTION ENTRANCE
NOT TO SCALE



STANDARD TEMPORARY SILT FENCE
NOT TO SCALE

TEMPORARY SEEDING SCHEDULE

DATE	TYPE	PLANTING RATE
OCT 15 – FEB 1	WINTER RYE (GRAIN) HARD FESCUE	120 LBS/ACRE 3 LBS/ACRE
JUL – AUG	BROWNTOP MILLET SUDAN GRASS	40 LBS/ACRE 33 LBS/ACRE

CONSULT CONSERVATION ENGINEER OR SOIL CONSERVATION SERVICE FOR ADDITIONAL INFORMATION CONCERNING OTHER ALTERNATIVES FOR VEGETATION OF DISTURBED AREAS. THE ABOVE VEGETATION RATES ARE THOSE WHICH DO WELL UNDER LOCAL CONDITIONS; OTHER SEEDING RATE COMBINATIONS ARE POSSIBLE.

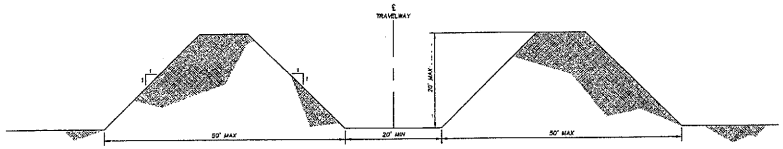
PERMANENT SEEDING SCHEDULE (AS APPLICABLE)

DATE	TYPE	PLANTING RATE
APR 1– JUNE 15	COMMON BERMUDA (HULLED)	75–85 LBS/ACRE
JUNE 15– AUG 1	COMMON BERMUDA STOLONS	5 BUSHELS/1,000 SF

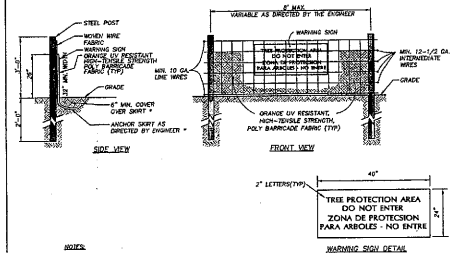
FERTILIZATION/LIME SCHEDULE

AS REQUIRED BY SOIL ANALYSIS

SEEDING SCHEDULES
NOT TO SCALE



TYPICAL CROSS SECTION OF WINDROW (MULCH STOCKPILE)
NOT TO SCALE



NOTES:
1. WARNING SIGNS TO BE MADE OF DURABLE, WEATHERPROOF MATERIAL.
2. LETTERS TO BE 3" HIGH MINIMUM, CLEARLY LEGIBLE AND SPACED AS DETAILED.
3. SIGNS SHALL BE PLACED AT 50' MAXIMUM INTERVALS.
4. PLACE A SIGN AT EACH END OF LINEAR TREE PROTECTION AND 50' ON CENTER THEREAFTER.
5. FOR TREE PROTECTION AREAS LESS THAN 200' IN PERIMETER, PROVIDE NO LESS THAN ONE SIGN PER PROTECTION AREA.
6. ATTACH SIGNS SECURELY TO FENCE POSTS AND FABRIC.
7. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT.
8. ADDITIONAL SIGNS MAY BE REQUIRED BY THE CITY OF RALEIGH INSPECTION DEPARTMENT BASED ON ACTUAL FIELD CONDITIONS.
9. PLACE A SIGN AT EACH END OF LINEAR TREE PROTECTION AND 50' ON CENTER THEREAFTER.

FOR TREE PROTECTION ONLY

STANDARD TREE PROTECTION DETAIL
NOT TO SCALE

SEPI ENGINEERING GROUP
2501 REXWOOD DRIVE SUITE 370
RALEIGH, NC 27607
TEL: 919-859-0007 FAX: 719-859

SEALS

REVISIONS

NO.	DESCRIPTION	DATE
1	PER 1st Transfer Station Design Notes	3-5-99

PERMITTING SUBMITTAL

ORGANIC RECYCLING CENTER (PREVIOUSLY PIP LANDFILL)

ORGANIC PARTNERS, LLC
FRANKLIN COUNTY, NORTH CAROLINA

REVIEWED BY:	JFC
DESIGNED BY:	JFC
DRAWN BY:	TGS
DATE:	10/21/05
PROJECT NUMBER:	SC05-007

SITE/CIVIL DETAILS

C3.01

21 OCTOBER 2005

Attachment B

Property Deed of Trust

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

This document was prepared by NORTH STATE BANK/Attorney James F. Jordan

Please return after recording to: NORTH STATE BANK
4270 THE CIRCLE AT NORTH HRALEIGH, NC 27609

1. **DATE AND PARTIES.** The date of this Deed of Trust is AUGUST 05, 2005 and the parties and their addresses are as follows:

GRANTOR: ORGANIC PARTNERS, LLC
818 SOUTH WHITE STREET
WAKE FOREST NC 27587

☐ Refer to the Addendum which is attached and incorporated herein for additional Grantors.

TRUSTEE: WALTER G. ROGERS
6200 FALLS OF NEUSE RD
RALEIGH, NC 27609

LENDER: NORTH STATE BANK
4270 THE CIRCLE AT NORTH HILLS
RALEIGH, NC 27609

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Lender, with power of sale, the following described property:

The property is located in FRANKLIN (County) at 2095 US 1 HWY (Address), FRANKLINTON (City), North Carolina 27587 0000 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed $ 2,250,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Lender's security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

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4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): .....
   Note Dated AUGUST 05, 2005 In The Amount Of $2,250,000.00
   WITH A MATURITY DATE OF 08/05/15
   Said Loan In The Name(s) Of ORGANIC PARTNERS, LLC
   .....
   (e.g., borrower's name, note amount, note date, interest rate, maturity date)
   B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed within fifteen years after the date of this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt. This Deed of Trust is intended to comply with the provisions of Article 7, Chapter 45 NCGS.
   C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
   E. Grantor's performance under the terms of any instrument evidencing a debt by Grantor to Lender and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

   If more than one person signs this Deed of Trust as Grantor, each Grantor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. This Deed of Trust will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Grantor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
6. **WARRANTY OF TITLE.** Grantor covenants that Grantor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Grantor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, or security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Grantor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Grantor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Grantor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Grantor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Deed of Trust.
11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
   A. Grantor is an entity which is duly organized and validly existing in the Grantor's state of incorporation (or organization). Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
   B. The execution, delivery and performance of this Deed of Trust by Grantor and the obligation evidenced by the Evidence of Debt are within the power of Grantor, have been duly authorized, have received all

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necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

C. Other than disclosed in writing Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will give Lender prompt notice of any loss or damage to the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Grantor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Grantor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Deed of Trust. Grantor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any of Grantor's duties under this Deed of Trust, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Deed of Trust, Lender may, without notice, perform the duties or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Deed of Trust. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Lender, as additional security all the right, title and interest in and to any and all:

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").

B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Except for one month's rent, Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Lender's attorneys' fees, and court costs.

Grantor acknowledges that this assignment is immediately effective between the parties to this assignment and effective as to third parties on the recording of this Deed of Trust. Grantor agrees that Lender is entitled to notify Grantor or Grantor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Grantor's tenants until Grantor defaults and Lender notifies Grantor of the default and demands that Grantor and Grantor's tenants pay all Rents due or to become due or to become due directly to Lender. On receiving the notice of default, Grantor will endorse and deliver to Lender any payments of Rent in Grantor's possession.

Grantor warrants that no default exists under the Leases or any applicable landlord law. Grantor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Grantor will promptly notify Lender of any noncompliance. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will obtain Lender's written authorization before Grantor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Grantor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Grantor will be in default if any of the following occur:
   A. Any party obligated on the Secured Debt fails to make payment when due;
   B. A breach of any term or covenant in this Deed of Trust, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
   C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
   D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any person or entity obligated on the Secured Debt;
   E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
   F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
   G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Deed of Trust in a manner provided by law if this Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Deed of Trust and any related documents including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law, and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, including the Trustee's commission, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. The Trustee's commission shall be five percent of the gross proceeds of the sale for a completed foreclosure. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Deed of Trust. Grantor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Grantor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Deed of Trust, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Deed of Trust and Grantor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Grantor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:
   A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
   B. Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
   C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Deed of Trust and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Lender's rights under this Deed of Trust.

L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Grantor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Grantor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Grantor agrees to maintain insurance as follows:

A. Grantor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Deed of Trust.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

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JA _____

C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Grantor warrants that all financial statements and information Grantor provides to Lender are, or will be, accurate, correct, and complete. Grantor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Deed of Trust and Lender's lien status on the Property. If Grantor fails to do so, Lender may sign, deliver, and file such documents or certificates in Grantor's name and Grantor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Deed of Trust are joint and individual. If Grantor signs this Deed of Trust but does not sign the Evidence of Debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. Grantor agrees that Lender and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or the Evidence of Debt without Grantor's consent. Such a change will not release Grantor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Grantor and Lender.

If this Deed of Trust secures a guaranty between Lender and Grantor and does not directly secure the obligation which is guarantied, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Deed of Trust is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.

26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Deed of Trust, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Deed of Trust:

- ☐ **Construction Loan.** This Deed of Trust secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Grantor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ **Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Grantor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.

29. **OTHER TERMS.** If checked, the following are applicable to this Deed of Trust:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Deed of Trust will remain in effect until released.
- ☐ **Additional Terms.** .....
  .....
  .....

SIGNATURES: By signing below under Seal, Grantor agrees to the terms and covenants contained in this Deed of Trust and in any in any attachments that Grantor has signed. Grantor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.
☒ Actual authority was granted to the parties signing below by resolution signed and dated FEBRUARY 24, 2005

Entity Name: ORGANIC PARTNERS, LLC

James M. Adams Sr. 8-5-05 (Seal)
(Signature) (Date)
JAMES M. ADAMS, SR., MANAGER

..... (Seal)
(Signature) (Date)

Entity Name: .....

..... (Seal)
(Signature) (Date)

..... (Seal)
(Signature) (Date)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, F P JORDAN, a Notary Public for said County and State, do hereby certify James M. Adams, Sr., Manager of ORGANIC PARTNERS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal or stamp, this the 4th day of August, 2005.

Notary Public

My commission expires: March 29, 2006

F. P. JORDAN NOTARY *** PUBLIC WAKE COUNTY, N.C.

156

EXHIBIT A
Property Description
Janie D. Perry, et al to Organic Partners, LLC

Beginning at an iron stake in the western right of way line for U.S. Highway # 1, said stake being located N. 14 deg. 44 min. 14 sec. E. 1,108.72 feet from NCGS Monument "Duel" [N(Y)=838,083.6880, E(X)=2,150,793.3460, NAD 83], and being the northeastern corner of property of Mrs. John F. Matthews, now or formerly, PIN # 1854-22-9236; runs thence with the northern line of said Matthews property N. 89 deg. 40 min. 05 sec. W. 1100.39 feet to an iron stake, the northeastern corner of property of Margaret P. & William D. Finch, now or formerly, PIN # 1854-01-7953; thence with the northern line of said Finch property N. 43 deg. 44 min. 50 sec. W. 1376.90 feet to an iron stake, in the eastern line of property of James T. Moss, Jr. & Susan C. Moss, now or formerly, PIN # 1844-93-2738; thence with the eastern property lines of said Moss property, property of Martin Marietta, Inc., now or formerly, PIN # 1844-85-5201, and another eastern line of said Moss property N. 11 deg. 15 min. 19 sec. E. 884.42 feet to an iron stake, the southwestern corner of property of S.T. Wooten Corp., now or formerly, PIN # 1854-15-0149; thence with the southern property lines of said Wooten property, property of Martin Marietta, Inc., now or formerly, PIN # 1854-15-8253, and property of Toby D. Dement, now or formerly, PIN # 1854-24-9155, S. 74 deg. 10 min. 00 sec. E. 2160.28 feet to an axle in the western right of way line of said U.S. Highway # 1; and thence with the western line of said Highway # 1 519.49 feet along a 3299.56-foot radius curve to the left having a chord bearing and distance of S. 18 deg. 42 min. 15 sec. W. 518.95 feet and S. 23 deg. 39 min. 41 sec. W. 777.13 feet to the Point and Place of Beginning, containing 71.530 acres, according to that plat of survey, dated October 6, 2004, revised December 29, 2004, entitled "Survey For Organic Recycling Center, LLC, Owner: Janie D. Perry and Others, Franklinton Township, Franklin County, North Carolina", and prepared by Cawthorne, Moss & Panciera, P.C., Professional Land Surveyors, and having PIN # 1854-13-7682; and being all of the remaining property that was deeded to B. G. Perry and wife, Janie D. Perry, by instrument recorded in Book 534, page 40, Franklin County Registry.

Attachment C

Wetland Delineation / Topo Quadrangle Map

I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE SOURCE OF INFORMATION FOR THE SURVEY IS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; 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 _____ ,2005.

_____
PROFESSIONAL LAND SURVEYOR (L-3794)

EXCEPTIONS TO TITLE COMMITMENT:

1. Memorandum of Lease and Easements, To USCOC of North Carolina RSA #7, Inc. D.B. 1116, Page 347 (see Survey for Location)
2. Solid Waste Permit for Demolition Landfill D.B. 943, Page 146 (see Survey for Location)
3. Easements to Carolina Power and Light Company D.B. 1156, Page 348 (Blanket Easement, not Plotable) D.B. 254, Page 293 (see Survey for Location)
4. Easements to Wake Electric Membership corporation D.B. 1112, Page 524 (Blanket Easement, not Plotable) D.B. 966, Page 132 (Blanket Easement not Plotable) D.B. 966, Page 134 (Blanket Easement not Plotable) D.B. 577, Page 300 (Blanket Easement not Plotable) D.B. 1057, Page 874 (see Survey for Location)
5. Permit to Carolina Telephone and Telegraph D.B. 750, Page 615 (Blanket Easement not Plotable)

"A small jurisdictional wetland exists approximately 100 feet northeast of the confluence of streams A and B. This wetland unit is not illustrated on this map. This wetland unit is completely contained within the undisturbed Tar-Pamlico Buffer and no impacts are proposed in the vicinity of this feature. This wetland unit is the only jurisdictional feature that has not been delineated and surveyed for illustration on this map. All other jurisdictional features on the property are accurately illustrated on this map."

"This certifies that this copy of this plat accurately depicts the boundary of the jurisdiction of Section 404 of the Clean Water Act in the areas impacted by the present proposed activity, as determined by the undersigned on this date. Other areas of jurisdiction may be present on the site but have not been delineated. Unless there is a change in the law or our published regulations, this determination of Section 404 jurisdiction may be relied upon for a period not to exceed five years from this date. This determination was made utilizing the 1987 Corps of Engineers Wetlands Delineation Manual."

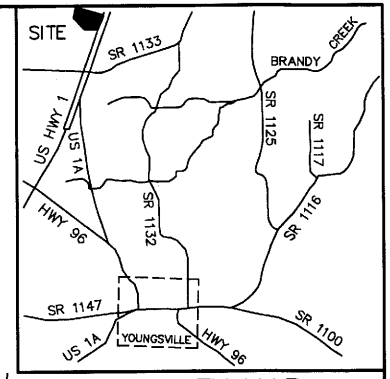
Name:_____

Title:_____

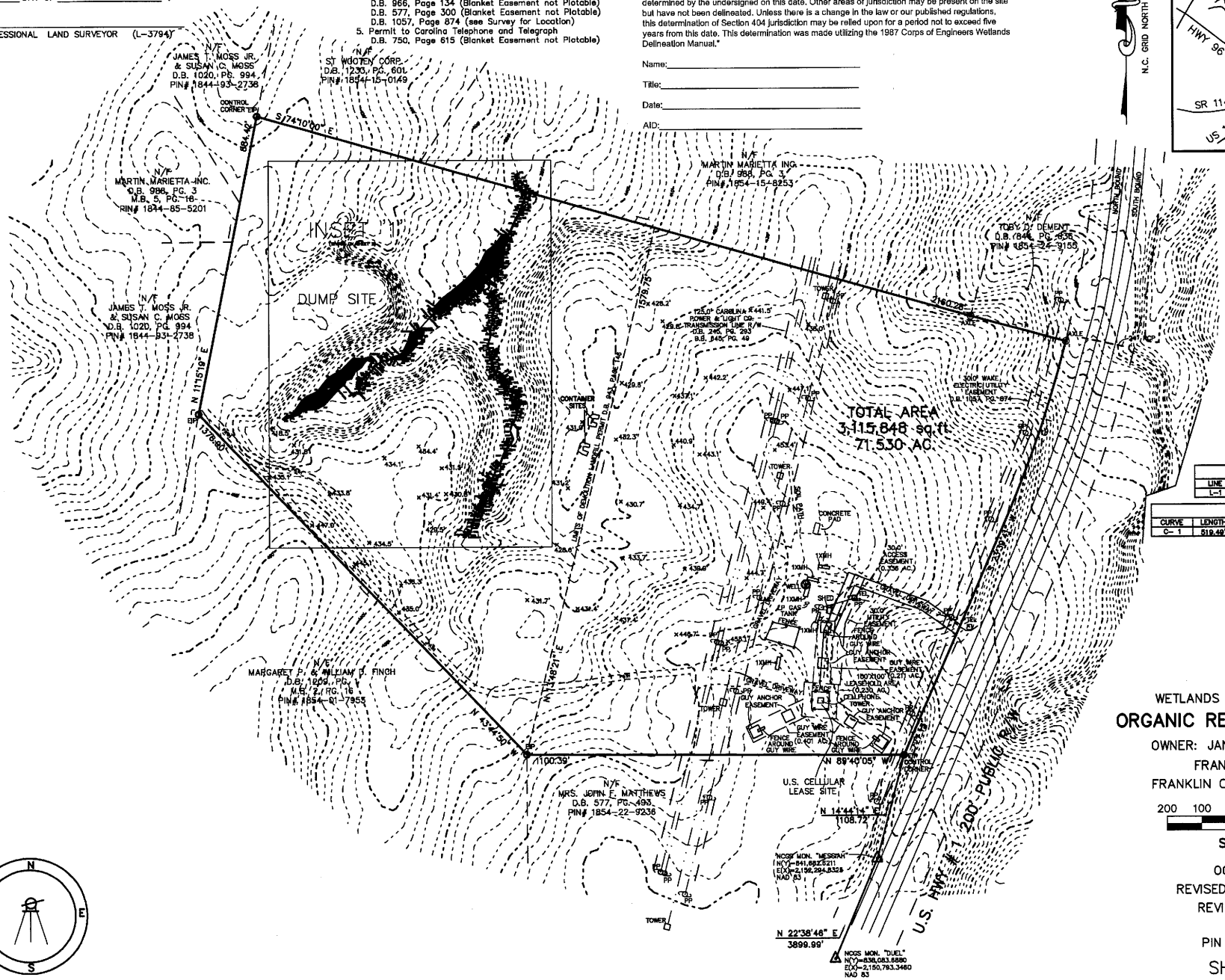
Date:_____

AID:_____

N.C. GRID NORTH (NAD 83)



VICINITY MAP



LEGEND:

EIP – EXISTING IRON PIPE
EPK – EXISTING PK NAIL
NIP – NEW IRON PIPE SET
R/W – RIGHT OF WAY
CATV – CABLE TV BOX
EB – ELECTRIC BOX
TEL – TELEPHONE PEDESTAL
PP – POWER POLE
OHL – OVERHEAD LINE
LP – LIGHT POLE
WM – WATER METER
WV – WATER VALVE
CO – SEWER CLEAN-OUT

LINE TABLE		
LINE	LENGTH	BEARING
L-1	289.89'	S 74°51'38" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C- 1	519.49'	3299.56'	518.95'	N 18°42'15" E

REFERENCES:
M.B. 2, PG. 62
D.B. 1384, PG. 431
D.B. 1116, PG. 347-352
D.B. 1156, PG. 348
D.B. 1112, PG. 524
D.B. 1057, PG. 874

WETLANDS DELINEATION SURVEY FOR

ORGANIC RECYCLING CENTER, LLC

OWNER: JANIE D. PERRY AND OTHERS
FRANKLINTON TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA

200 100 0 200 400

SCALE 1"=200'

OCTOBER 6, 2004
REVISED DECEMBER 29, 2004
REVISED JUNE 2, 2005
ZONED HI
PIN # 1854-13-7682

SHEET 1 OF 3

(ORGANIC-WETLANDS.DWG-TW)

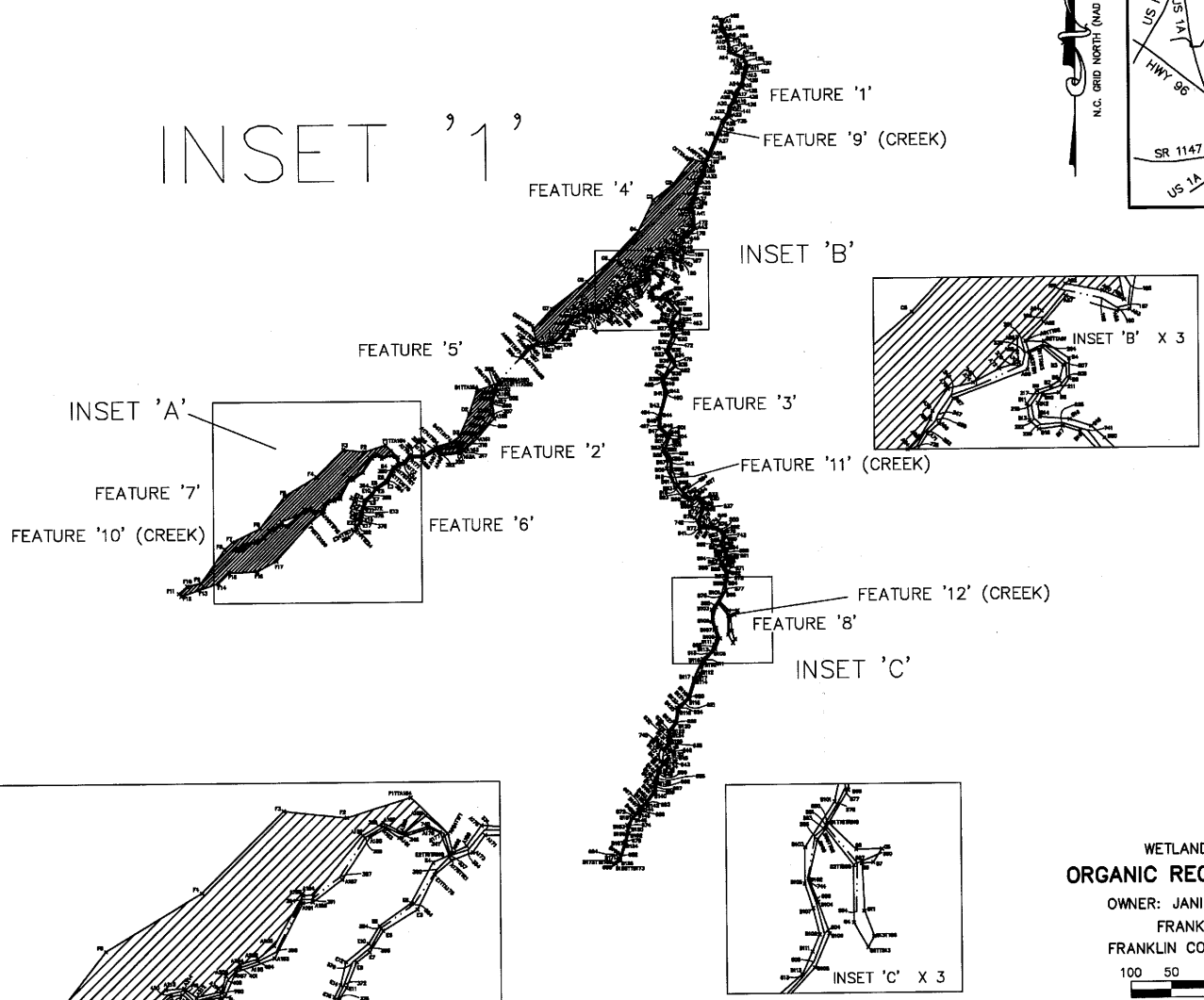
CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, 239 EAST OWEN AVE., P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

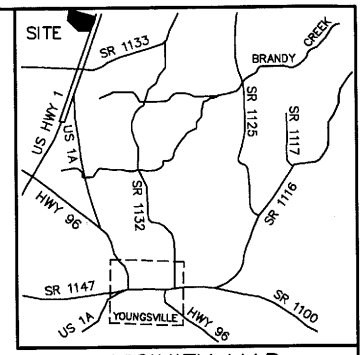
I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE SOURCE OF INFORMATION FOR THE SURVEY IS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL

THIS _____ DAY OF _____ ,2005.

_____

PROFESSIONAL LAND SURVEYOR (L-3794)





VICINITY MAP

LEGEND:

EIP – EXISTING IRON PIPE
EPK – EXISTING PK NAIL
NIP – NEW IRON PIPE SET
R/W – RIGHT OF WAY
CATV – CABLE TV BOX
EB – ELECTRIC BOX
TEL – TELEPHONE PEDESTAL
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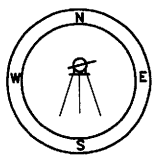

WETLANDS DELINEATION FOR

ORGANIC RECYCLING CENTER, LLC

OWNER: JANIE D. PERRY AND OTHERS
FRANKLINTON TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA

100 50 0 100 200

SCALE 1"=100'

OCTOBER 6, 2004
REVISED DECEMBER 29, 2004
REVISED JUNE 2, 2005
ZONED HI
PIN # 1854-13-7682

SHEET 2 OF 3

(ORGANIC-WETLANDS-P2.DWG-TW)

CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, 239 EAST OWEN AVE., P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

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758 843914.9160 2151121.4173 "A163A"
315 843918.0949 2151125.0678 "A163"
311 843932.7197 2151140.7346 "A161"
306 843957.3878 2151162.6940 "A159"
299 843978.7625 2151160.8898 "A157"
296 843991.7786 2151166.0364 "A155"
294 843997.8014 2151164.7646 "A153"
291 843999.2237 2151171.9945 "A151TTA150"

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205 844132.4229 2151373.3399 "B4"
208 844124.0385 2151373.4265 "B6"
213 844118.0488 2151369.0650 "B8"
215 844117.2925 2151362.2089 "B10"
219 844113.8733 2151360.1734 "B12"
221 844108.1425 2151360.9049 "B14"
223 844107.0955 2151373.3768 "B16"
227 844104.1533 2151382.4219 "B18"
230 844099.2008 2151387.8684 "B20"
232 844092.0011 2151395.2338 "B22"
466 844077.1838 2151394.9467 "B24"
469 844075.2362 2151387.0521 "B26"
470 844070.5215 2151385.2586 "B28"
473 844056.9657 2151389.3001 "B30"

FEATURE '3' (CONT.)
475 844039.0192 2151380.4910 "B32"
477 844029.5168 2151388.9925 "B34"
480 844020.6972 2151389.1553 "B36"
484 844014.3291 2151382.0838 "B38"
487 844001.6746 2151373.3892 "B40"
491 843988.6691 2151378.4765 "B42"
493 843957.3642 2151369.0755 "B44"
496 843944.3226 2151369.9661 "B46"
499 843936.2025 2151379.3474 "B48"
502 843932.1434 2151380.8944 "B50"
507 843916.1025 2151375.1787 "B52"
510 843905.4186 2151383.2953 "B54"
513 843891.7280 2151383.3599 "B56"
517 843871.0401 2151391.2449 "B58"
522 843861.2539 2151399.4808 "B60"
526 843856.8716 2151405.5729 "B62"
534 843858.5782 2151414.1242 "B64"
531 843853.6749 2151422.1928 "B66"
536 843842.0091 2151423.2974 "B68"
539 843827.9648 2151417.5088 "B70"
540 843820.3683 2151419.1981 "B72"
543 843821.2118 2151426.9228 "B74"
546 843818.9638 2151439.2125 "B76"
547 843813.4600 2151447.8084 "B78"
548 843806.5815 2151450.1541 "B80"
555 843797.8407 2151444.5513 "B82"
558 843792.3844 2151451.1599 "B84"
562 843781.0358 2151451.7408 "B86"
565 843776.2201 2151445.7851 "B88"
567 843772.6670 2151445.7917 "B90"
570 843763.0522 2151453.5423 "B92"
572 843753.7468 2151450.7906 "B94"
575 843739.7438 2151449.6431 "B96"
582 843723.4271 2151440.1374 "B98TTG2"
584 843719.2146 2151436.7560 "B100"
602 843703.0708 2151432.9274 "B102"
599 843693.3802 2151436.8137 "B104"
605 843680.2674 2151441.4550 "B106"
607 843666.2405 2151435.3282 "B108"
612 843652.2016 2151422.0753 "B110"
614 843636.4860 2151416.4127 "B112"
616 843631.0719 2151411.4714 "B114"
619 843605.0749 2151402.7763 "B116"
622 843592.2422 2151389.6117 "B118"
627 843574.9207 2151386.7919 "B120"
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633 843557.6335 2151378.5608 "B124"
634 843547.0519 2151376.9749 "B126"
638 843540.8962 2151371.3886 "B128"
637 843533.5575 2151375.8289 "B130"
644 843527.2365 2151369.7902 "B132"
646 843523.5094 2151370.1803 "B134"
647 843517.4017 2151365.6268 "B136"
654 843501.7835 2151361.1086 "B138"
660 843489.5023 2151359.6151 "B140"
662 843473.0377 2151345.6618 "B142"
665 843469.9968 2151339.2097 "B144"
670 843465.0106 2151339.8728 "B146"
671 843457.5785 2151330.8765 "B148"
675 843446.9705 2151325.9865 "B150"
677 843438.3110 2151325.3890 "B152"
680 843427.2794 2151321.9066 "B154"
685 843404.1702 2151314.0882 "B156"
686 843400.7537 2151309.0082 "B158TTB173"
687 843401.6958 2151306.5530 "B173TTB158"
683 843405.9234 2151311.1593 "B171"
681 843409.8605 2151314.2662 "B169"
678 843428.3201 2151320.2846 "B167"
676 843440.4045 2151323.0725 "B165"
673 843448.5536 2151323.4206 "B163"
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668 843467.5005 2151336.9751 "B159"
666 843471.1053 2151337.8845 "B157"
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661 843479.3341 2151347.8456 "B153"
658 843490.1371 2151356.0776 "B151"
656 843497.0182 2151358.3251 "B149"
651 843501.9964 2151356.6126 "B147"
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641 843535.6738 2151362.8603 "B137"
639 843543.0890 2151366.2967 "B135"
636 843546.7356 2151373.5363 "B133"
631 843555.0973 2151374.9537 "B131"
629 843565.0115 2151375.3331 "B129"
625 843576.7451 2151384.4390 "B127"
623 843594.1164 2151386.9334 "B125"
753 843597.2836 2151389.8960 "B123"
924 843602.2646 2151396.3962 "B121"
618 843606.9917 2151400.7500 "B119"
615 843631.0424 2151408.2570 "B117"
609 843654.4511 2151419.5230 "B115"
610 843663.5733 2151430.0414 "B113"
606 843672.8721 2151434.3516 "B111"
603 843679.8940 2151437.3435 "B109"
601 843690.8400 2151434.7623 "B107"
598 843700.9513 2151431.3006 "B105"
597 843716.0490 2151431.5477 "B103"
576 843734.8680 2151444.0181 "B101"
574 843752.1537 2151447.9235 "B99"
569 843760.2501 2151449.8751 "B97"
566 843771.4899 2151442.6171 "B95"
563 843779.1937 2151441.7220 "B93"
580 843783.6631 2151448.6579 "B91"

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554 843795.9921 2151441.5307 "B87"
553 843808.6680 2151446.1187 "B85"
551 843811.9369 2151444.8491 "B83"
549 843814.8686 2151440.8462 "B81"
544 843817.7892 2151426.9098 "B79"
542 843817.5029 2151417.1904 "B77"
538 843831.3131 2151411.3401 "B75"
535 843842.1419 2151419.1602 "B73"
529 843853.4685 2151418.1195 "B71"
532 843856.4444 2151416.7554 "B69"
525 843850.3012 2151407.9853 "B67"
528 843857.3604 2151395.9886 "B65"
520 843868.8398 2151386.4975 "B63"
516 843877.5214 2151383.5650 "B61"
514 843893.1884 2151376.3735 "B59"
511 843903.1408 2151378.0683 "B57"
508 843914.2810 2151371.3377 "B55"
505 843921.5476 2151371.6416 "B53"
503 843931.3649 2151377.5213 "B51"
500 843934.0703 2151376.6273 "B49"
498 843942.7550 2151367.3440 "B47"
495 843955.7815 2151365.4824 "B45"
492 843968.0478 2151370.1818 "B43"
489 843986.8231 2151374.6570 "B41"
483 844005.4555 2151369.1313 "B39"
481 844006.1834 2151373.0287 "B37"
478 844026.6269 2151383.2051 "B35"
474 844038.4704 2151376.3491 "B33"
471 844050.4102 2151380.7453 "B31"
467 844058.9992 2151384.9292 "B29"
464 844071.4973 2151380.3877 "B27"
462 844077.5970 2151384.0256 "B25"
754 844082.9707 2151386.0494 "B23"
231 844087.3218 2151391.4628 "B21"
229 844101.9457 2151377.7913 "B19"
226 844104.2316 2151370.4613 "B17"
224 844103.0739 2151360.5187 "B15"
220 844106.6859 2151356.6879 "B13"
216 844113.7074 2151355.6354 "B11"
214 844119.0338 2151359.7337 "B9"
212 844120.8780 2151365.7476 "B7"
210 844123.1554 2151369.1484 "B5"
206 844129.7150 2151370.9167 "B3"
203 844136.9297 2151362.3726 "B1TTA163"

FEATURE '4'
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154 844247.8251 2151387.8369 "C2"
179 844227.7137 2151362.1455 "C3"
183 844189.4784 2151342.9709 "C4"
258 844152.2731 2151308.0277 "C5"
259 844126.9782 2151278.6556 "C6"
275 844093.2010 2151234.9164 "C7"
284 844068.0703 2151212.0197 "C8TTA104"

FEATURE '5'
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304 843963.6511 2151131.4781 "D2"
314 843935.2600 2151118.9988 "D3"
316 843927.3586 2151107.5168 "D4TTA174"

FEATURE '6'
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352 843878.7958 2151029.4487 "E3"
363 843870.0047 2151015.1932 "E5"
367 843861.2335 2151009.5012 "E7"
368 843857.0639 2151003.9917 "E9"
371 843846.5227 2150999.7601 "E11"
374 843841.7947 2150996.8040 "E13"
377 843836.4922 2150997.2730 "E15"
380 843828.2418 2150995.7901 "E17"
385 843823.0587 2150990.5492 "E19TTE24"
383 843824.1773 2150988.7423 "E24TTE19"
381 843829.2261 2150993.9620 "E22"
379 843834.9204 2150994.8169 "E20"
755 843840.2597 2150994.6289 "E18"
375 843842.7569 2150994.7142 "E16"
373 843847.7068 2150997.2774 "E14"
369 843857.1608 2150999.5620 "E12"
365 843864.7076 2151009.0359 "E10"
362 843872.1286 2151013.6958 "E8"
353 843881.3368 2151026.9066 "E6"
349 843898.2379 2151036.0933 "E4"
338 843900.6470 2151041.5556 "E2TTSTRING"

FEATURE '7'
351 843925.1195 2151027.0388 "F1TTA184"
361 843916.9859 2151000.4428 "F2"
388 843919.8333 2150974.1098 "F3"
395 843886.1126 2150940.1275 "F4"
421 843862.2804 2150900.4229 "F5"
438 843822.2906 2150869.5850 "F6"
453 843805.4239 2150835.0797 "F7"
454 843796.4405 2150825.2137 "F8"
457 843754.7894 2150795.8200 "F9"
459 843751.0216 2150778.7269 "F10"
460 843741.8545 2150768.3774 "F11"
461 843738.3548 2150771.3565 "F12"
458 843746.6592 2150793.5860 "F13"
756 843754.1861 2150817.4411 "F14"
456 843767.4047 2150830.2778 "F15"
455 843768.6616 2150865.4779 "F16"
417 843781.3251 2150889.3753 "F17"
413 843829.2971 2150932.6941 "F18TTA199"

FEATURE '8'
579 843726.1682 2151441.5247 "G1TTSTRING"
757 843715.0038 2151452.8234 "G3"
588 843715.1925 2151463.4950 "G5"
591 843709.7325 2151459.8092 "G7"
589 843709.2211 2151455.1346 "G9"

FEATURE '8' (CONT.)
593 843689.5652 2151456.0352 "G11"
595 843679.0058 2151460.0248 "G13TTG6"
596 843674.4346 2151457.5377 "G6TTG13"
592 843684.8129 2151451.6144 "G4"
586 843708.5282 2151451.7839 "G2TTB98"

FEATURE '9' – CREEK
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105 844441.3437 2151448.6249 "CLCRK"
108 844432.3442 2151455.6145 "CLCRK"
112 844426.7713 2151457.2579 "CLCRK"
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115 844411.7463 2151459.6210 "CLCRK"
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120 844394.5385 2151481.4365 "CLCRK"
126 844393.5070 2151481.0288 "CLCRK"
123 844385.4624 2151477.7822 "CLCRK"
129 844384.0813 2151477.0098 "CLCRK"
132 844370.4252 2151473.6044 "CLCRK"
135 844360.3910 2151466.6282 "CLCRK"
138 844351.1775 2151464.1135 "CLCRK"
141 844343.6984 2151459.3458 "CLCRK"
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159 844258.9013 2151425.5757 "CLCRK"
162 844249.4125 2151417.8309 "CLCRK"
165 844232.3394 2151414.4718 "CLCRK"
169 844219.4445 2151409.4315 "CLCRK"
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178 844183.6494 2151404.7100 "CLCRK"
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195 844160.6151 2151372.1840 "CLCRK"
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235 844134.7810 2151355.0507 "CLX"
239 844129.7616 2151353.8504 "CLCRK"
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244 844117.3539 2151324.0785 "CLCRK"
247 844109.7011 2151318.7540 "CLCRK"
250 844106.7595 2151317.6546 "CLCRK"
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370 843857.1089 2151002.3139 "CLCRK"
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376 843842.4032 2150996.0835 "CLCRK"
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FEATURE '10' – CREEK
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394 843883.2166 2150981.5055 "CLCRK"
398 843861.6367 2150970.5147 "CLCRK"
404 843857.5075 2150962.5781 "CLCRK"
401 843855.0591 2150954.7692 "CLCRK"
406 843850.0395 2150950.3550 "CLX"
760 843844.6895 2150948.5208 "CLCRK"
408 843844.0015 2150947.0531 "CLCRK"
412 843841.4504 2150936.5949 "CLCRK"
416 843845.9386 2150932.3039 "CLCRK"
420 843844.4752 2150926.3348 "CLCRK"
423 843834.9143 2150914.4373 "CLCRK"
425 843826.6288 2150903.3823 "CLCRK"

FEATURE '10' (CONT.)
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437 843810.6257 2150874.7601 "CLCRK"
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445 843822.0803 2148679.0726 "CLCRK"
449 843797.2203 2150847.1526 "CLCRK"
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FEATURE '11' – CREEK
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228 844105.4264 2151370.1715 "CLCRK"
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233 844087.4089 2151392.4772 "CLCRK"
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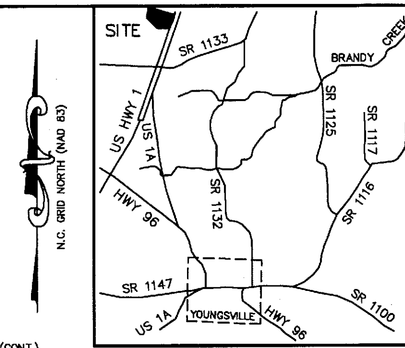

VICINITY MAP

FEATURE '11' (CONT.)
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583 843723.9438 2151439.3114 "CLCRK"
585 843720.6377 2151435.7225 "CLCRK"
744 843702.7442 2151432.4617 "CLCRK"
600 843693.3149 2151435.9390 "CLCRK"
604 843679.9772 2151439.3234 "CLCRK"
608 843668.6170 2151434.8586 "CLCRK"
613 843662.7719 2151430.6161 "CLCRK"
611 843652.7522 2151421.0627 "CLCRK"
617 843631.7992 2151409.7961 "CLCRK"
620 843607.0985 2151402.7255 "CLCRK"
621 843600.3872 2151396.6196 "CLCRK"
624 843593.3765 2151388.6091 "CLCRK"
626 843576.0488 2151385.7464 "CLCRK"
630 843564.9399 2151376.6948 "CLCRK"
632 843555.1033 2151376.4529 "CLCRK"
635 843547.8557 2151375.6171 "CLCRK"
745 843540.7627 2151370.0280 "CLCRK"
640 843533.9693 2151368.7353 "CLCRK"
645 843527.5019 2151368.9591 "CLCRK"
643 843524.0173 2151368.6807 "CLCRK"
648 843516.4874 2151364.5679 "CLCRK"
650 843514.7468 2151363.1444 "CLCRK"
655 843506.4805 2151360.3961 "CLCRK"
652 843501.0162 2151358.2928 "CLCRK"
657 843498.7686 2151359.1420 "CLCRK"
659 843490.7593 2151357.2124 "CLCRK"
663 843473.7435 2151345.0355 "CLCRK"
667 843471.8520 2151339.6748 "CLCRK"
669 843466.1769 2151337.9320 "CLCRK"
672 843458.6362 2151331.1171 "CLCRK"
674 843447.2366 2151325.1810 "CLCRK"
679 843427.9464 2151321.2435 "CLCRK"
682 843409.6174 2151315.2450 "CLCRK"
684 843405.1252 2151312.3572 "CLCRK"
688 843401.1975 2151307.5721 "CLCRK"

FEATURE '12' – CREEK
581 843725.1136 2151440.0851 "CLX"
587 843709.3310 2151453.1651 "CLX"
594 843689.2202 2151452.7222 "CLCRK"
590 843713.4274 2151463.4195 "CLCRK"

WETLANDS DELINEATION FOR

ORGANIC RECYCLING CENTER, LLC

OWNER: JANIE D. PERRY AND OTHERS
FRANKLINTON TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA

100 50 0 100 200

SCALE 1"=100'

OCTOBER 6, 2004
REVISED DECEMBER 29, 2004
REVISED JUNE 2, 2005
ZONED HI
PIN # 1854-13-7682
SHEET 3 OF 3

(ORGANIC-WETLANDS-P2.DWG-TW)

CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, 239 EAST OWEN AVE., P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

Attachment D

Official Zoning Letter

Franklin County Planning & Development
215 East Nash Street
Louisburg, North Carolina 27549
Tel: 919-496-2909 / Fax: 919-496-2637

Fax Transmission

To: Joe Lyle

From: Donna Wood

Date: April 20, 2005

Fax #: (919) 577-0609

Re: Special Use Permit – Demolition Landfill

No. of Pages, including this page: 3
(Please call if all pages are not received.)

Notes:

County Of Franklin

NOTICE TO PETITIONER

At the regularly scheduled meeting on October 15, 1990 the Franklin County Board of Commissioners approved the following **Special Use Permit** application :

Applicant Allen D. Perry

Tax Map C5 Parcel 5 Acres 75 Current Zoning HI
PIN # 1854-13-7682

☒ **Approved Special Use** demolition landfill

Special Conditions:

☐ **Denied** (Reasons given)

Note: A Special Use Permit will expire if the applicant does not obtain a building permit or certificate of occupancy for such use within six (6) months from the date of the decision.

Richard M Reid
Richard M. Reid, Director
Planning & Development

10-17-90
(date)

Beginning at a point in the center of N. C. Highway 39, marked by an iron at the East edge of the right of way of said Highway and 32.65 feet from the center thereof, said beginning point being corner of Tract #5 of the division of the David and Nettie Perry lands as shown on plat recorded in Map Book 3, on Page 103, in the Office of the Franklin County Register of Deeds; thence, running from the beginning point and leaving N. C. Highway 39 and along the line of said Tract #5, S. 89 deg. 48 min. 06 sec. E 266.85 feet to an iron, corner for Lot #2 of Elmo May Subdivision; thence leaving the line of said Tract #5, and long the line of said Lot #2, S. 13 deg. 56 min. W. 217.80 feet to an iron at the north edge of a 70 foot wide proposed road, thence, leaving the line of said Lot #2 and along the North edge of said proposed road, N. 70 deg. 48 min 12 sec. W. 275.35 feet to a point in the center of N. C. Highway #39, marked by an iron at the east edge of the right of way of said highway and 30.35 feet from the center thereof; thence. along the center line of N. C. Highway #39, N. 20 deg. 32 min. 48 sec. E 130 feet to the point of beginning, containing approximately 1.66 acres.

Beginning at an iron stake in the northeast corner of Lot #1 in the line of Lot #5 and being the northwest corner of the lot hereinafter described, said beginning point being South 89 degrees 48 min. 06 sec. East 266.85 feet from a point in the center of N. C. Highway #39; thence running from the beginning point. South 89 degrees 48 minutes 06 seconds East 349.58 feet to an iron stake in the line of Elmo May property, cornering; thence South 00 degrees 33 minutes 54 seconds East 83.97 feet to an iron stake in the northern zone of a 70 foot proposed road; thence along the northern edge of said proposed road, South 73 degrees 16 minutes 24 seconds West 420.75 feet to an iron stake, corner of Lot #1 and Lot #2, said iron stake being in the northern edge of the proposed 70 foot road, corner for Lot #1; thence along the line of Lot #1, North 13
degrees 56 minutes 10 seconds West 217.80 feet to the point of beginning, containing approximately 1.26 acres, and containing a total of approximately 3.315 acres.

SECTION II That this ordinance shall become effective upon its adoption.

ADOPTED this the 15th day of October, 1990.

Chairman, Franklin County Board of Commissioners

Clerk to the Board

Upon motion by Commissioner Alford, seconded by Commissioner Swanson with all present voting "AYE" duly carried upon the recommendation of the Franklin County Planning Board and after consideration of the following conditions, that a special use permit be issued to Allen Perry for a demolition landfill on 75 acres on U. S. 1:

1) All applicable specific conditions pertaining to the proposed use have been or will be satisfied.
2) Access roads or entrance and exist drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency.
3) Off-street parking, loading, refuse, and other service areas are located so as to be safe, convenient, allow for access in case of emergency and to minimize economic, glare, oror, and other impacts on adjoining properties in the general neighborhood.
4) Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use
5) The location and arrangement of the use on the site, screening, buffering landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impact.
6) The type, size, and intensity of the proposed use, including such consideration as hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impact on adjoining properties or the neighborhood.

Upon motion by Commissioner Swanson, seconded by Commissioner Goswick with all present voting "AYE" duly carried accept Small Cities Community Development Block Grant in the amount of $600,000 for the Howard Harris Road project for community revitalization and installation of water and sewer facilities and authorize chairman to execute appropriate documents.

Upon motion by Commissioner Alford, seconded by Commissioner Goswick with all present voting "AYE" duly carried that the Administrative Services Contract for the Community Development Block Grant - Howard Harris Road Project be awarded to Holmes & Allred.

Upon motion by Commissioner Goswick, seconded by Commissioner Swanson with all present voting "AYE" duly carried the following resolution requesting release of state funds to the Kerr-Tar Regional Council of Governments adopted:

RESOLUTION BY COUNTY OF FRANKLIN

WHEREAS, in North Carolina the Lead Regional Organizations as voluntary organizations serving municipal and county governments, have established productive working relationships with the cities and counties across the state; and,

WHEREAS, the 1990 General Assembly recognized this need through the appropriation of $960,000 to help the Lead Regional Organizations assist local governments with grant applications, economic development, community development, and to support local industrial development activities and other activities deemed appropriate by their local governments; and,

WHEREAS, these funds are not intended to be used for payment of member dues or assessments to a Lead Regional Organization or to supplant funds appropriated by the member governments; and,

WHEREAS, in the event that a request is not made by the County of Franklin for release of these funds to our Regional Council, the available funds will revert to the state's General Fund; and.

Attachment E

Army Corp of Engineers Letter

Dennis Reeye.

COPY

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. **200521198** County: **Franklin** U.S.G.S. Quad: **Franklinton**

NOTIFICATION OF JURISDICTIONAL DETERMINATION (Wetlands)

Property Owner/Agent: **Mr. James M. Adams, Sr.**
Address: **818 South White St**
Wake Forest, NC 27587
Telephone No.: **919-556-5418**
Size and location of property (waterbody, road name/number, town, etc.) **The property is located on the west side of US Hwy 1, north of its intersection with SR 1133, south of Wake Forest, in Wake County, NC.**

Indicate Which of the Following Apply:

- Based on preliminary information, there may be Wetlands and Streams on the above described property. We strongly suggest you have this property inspected to determine the extent of Department of the Army (DA) jurisdiction. To be considered final, a jurisdictional determination must be verified by the Corps.

X There are Wetlands and Streams on the above described property subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

- We strongly suggest you have the Wetlands and Streams on your property delineated. Due to the size of your property and/or our present workload, the Corps may not be able to accomplish this wetland delineation in a timely manner. For a more timely delineation, you may wish to obtain a consultant. To be considered final, any delineation must be verified by the Corps.

- The Wetlands and Streams on your property have been delineated and the delineation has been verified by the Corps. We strongly suggest you have this delineation surveyed. Upon completion, this survey should be reviewed and verified by the Corps. Once verified, this survey will provide an accurate depiction of all areas subject to CWA jurisdiction on your property which, provided there is no change in the law or our published regulations, may be relied upon for a period not to exceed five years.

X The Wetlands and Streams have been delineated and surveyed and are accurately depicted on the plat signed by a Corps Regulatory Official on **October 11, 2005**. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

- There are no waters of the U.S., to include wetlands, present on the above described property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

- The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in Washington, NC, at (252) 946-6481 to determine their requirements.

Remarks:

Corps Regulatory Official: _____

Date **October 11, 2005** Expiration Date **October 11, 2010**

Action Id. 200521198

Placement of dredged or fill material within waters of the US and/or wetlands without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). If you have any questions regarding this determination and/or the Corps regulatory program, please contact **Thomas Brown** at **919-876-8441 x22**.

Basis For Determination: **Areas on this site exhibit wetland criteria as described in the 1987 Corps Wetland Delineation Manual and are adjacent to an unnamed tributary to Cedar Creek. The property also contains stream channels that exhibit an Ordinary High Water Mark as indicated by changes in soil character and absence or terrestrial vegetation and are hydrologically connected to Cedar Creek in the Tar-Pamlico River Basin.**

Corps Regulatory Official (Initial):

FOR OFFICE USE ONLY:

- A plat or sketch of the property and the wetland data form must be attached to the file copy of this form.
- A copy of the "Notification Of Administrative Appeal Options And Process And Request For Appeal" form must be transmitted with the property owner/agent copy of this form.
- If the property contains isolated wetlands/waters, please indicate in "Remarks" section and attach the "Isolated Determination Information Sheet" to the file copy of this form.

CF: B. Scott Mitchell Environmental Consulting
5601 Maggie Run Lane
Fuquay-Varina, NC 27526

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL		
Applicant: Mr. James M. Adams, Sr.	File Number: 200521198	Date: October 11, 2005
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/inet/functions/cw/cecwo/reg or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact: Thomas Brown 6508 Falls of the Neuse Road Suite 120 Raleigh, NC 27614 919-876-8441 x22	If you only have questions regarding the appeal process you may also contact: Mr. Michael F. Bell, Administrative Appeal Review Officer CESAD-ET-CO-R U.S. Army Corps of Engineers, South Atlantic Division 60 Forsyth Street, Room 9M15 Atlanta, Georgia 30303-8801

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:

DIVISION ENGINEER:
Commander
U.S. Army Engineer Division, South Atlantic
60 Forsyth Street, Room 9M15
Atlanta, Georgia 30303-3490

Attachment F

Lease Between Landowner and ORC

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**"), made this 24 day of February, 2005, by and between **Organic Partners, LLC** ("**Landlord**"), and **Organic Recycling Center, LLC** ("**Tenant**");

WITNESSETH:

Landlord does hereby lease and rent unto Tenant, and Tenant does hereby take as tenant from Landlord, on the terms and conditions hereinafter set forth, certain premises located at **2095 US 1 Highway, Franklinton, NC 27525** (the "**Premises**"), known as **all of that property described in that deed to Organic Partners, LLC recorded in Book 1458, page 143, Franklin County Registry**.

THE TERMS AND CONDITIONS of this Lease are as follows:

1. Term. The term of this Lease shall commence on **February 24, 2005**, and shall end on **January 24, 2010**, (the "**Term**"). Should Tenant hold over with the consent of Landlord after the end of the Term, this Lease shall continue thereafter on a month to month basis. If Tenant shall hold over without the consent of Landlord, Tenant shall become a tenant at will.

2. Rent. Tenant agrees to pay to Landlord at the office of Landlord at **818 S. White Street, Wake Forest, NC 27587**, as rent for the Premises, the sum equal to Landlord's monthly loan payments to its lender, currently North State Bank, with increases in said Rent as the Landlord's obligations to its lender changes, payable in advance on the due date of each monthly payment owed by Landlord to its lender, or replacement lender, during the Term. If Landlord pays off its obligation to its lender and no longer has a loan secured by the Premises, Tenant shall continue to pay rent to Landlord in the amount of Landlord's last monthly payments on the most recent loan.

3. Use of Premises. Tenant shall use the Premises only for the purpose of any lawful purpose, including, but not limited to, recycling inert organic matter and operating a landfill for such materials, and shall not permit any unlawful or immoral practice to be committed on the Premises.

4. Assignment and Subletting. Tenant shall not have the right or power to sublet the Premises or any part thereof, or to transfer or assign this Lease without the prior written consent of Landlord.

5. Condition of Premises. Tenant has examined the Premises and accepts them "as is", in their condition existing as of the date hereof. Tenant agrees that its taking possession of the Premises is conclusive evidence of receipt of them in good order

and repair, and that no representation as to the condition of the Premises has been made.

6. Abandonment of Premises. If the Premises shall be abandoned during the Term, Landlord shall have the right at its option to continue or to terminate this Lease. In any event, Landlord shall be entitled to immediate possession of the Premises.

7. Maintenance and Repair. During the period of its tenancy, Tenant agrees to maintain the Premises in its condition existing on the date hereof, reasonable wear and tear excepted, and will: (a) have repaired, at its expense, any damage done to the water, gas, and electrical fixtures; (b) replace all broken glass and burned out grates; (c) keep sinks, lavatories, commodes, and sewer lines open; (d) repair any plumbing, heating or air conditioning equipment as needed; (e) replace all lost or broken keys; and (f) keep the grounds in a neat appearance. Tenant shall not be responsible for any structural repairs to the Premises unless such repairs are necessary because of the intentional or negligent acts of Tenant or its agents or employees.

8. Utilities. Tenant shall be responsible for all utility bills rendered in connection with the use of the Premises during the Term.

9. Casualty or Condemnation. In the event the Premises are rendered untenantable by fire, rain, wind, or other cause beyond the control of Tenant, or if all or any part of the Premises are taken by eminent domain, then in any of these events this Lease shall cease and terminate as of the date of such destruction or taking. Tenant shall have no right to any part of any condemnation proceeds or the proceeds of any insurance carried by Landlord.

10. Insurance. Tenant shall maintain, during the Term, insurance for fire and other casualty on its property located at the Premises and will keep in effect during the Term a broad form general public liability insurance policy with combined single limit satisfactory to the Landlord for bodily injury and property damage in which Landlord shall be named as additional insured. Landlord will carry such insurance (if any) as it desires on the building comprising a part of the Premises.

11. Damage to Tenant. Tenant hereby agrees that Landlord shall not be held liable for any injury or damage of any kind or nature to Tenant or Tenant's property which may occur due to a defect in the Premises, or to any fire, rain, wind or other cause, all claims for such injury or damage being hereby expressly waived by Tenant.

12. Inspection by Landlord. Landlord, in person or by agent, shall have the right at all reasonable times to enter the Premises

and inspect the same and to show the same to prospective tenants or purchasers. Landlord may make such repairs and alterations as may be deemed by Landlord necessary to the preservation of the Premises.

13. Default by Tenant. Should Tenant fail to pay the rent or any part thereof within five days from the date when due, or violate any other term or condition of this Lease, Landlord shall have the right to re-enter the Premises and terminate this Lease. Such re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the receipt of rent after default be deemed a waiver of forfeiture. In order to entitle Landlord to re-enter, it shall not be necessary for Landlord to give notice of rent being due and unpaid or of other conditions breached by Tenant or to make demands for rent, the execution of this Lease by the parties hereto being sufficient notice of the rent being due and demand for the same. In the foregoing events, Landlord shall have such further rights as provided by law.

14. Headings. The paragraph headings provided herein are for convenience only and are not intended to define or limit the content of the paragraphs.

15. Further Assurances. Each party hereto shall cooperate, and take such further actions and execute and deliver such documents as may be reasonably requested by the other party in order to effectuate the provisions hereof.

16. Severability. In the event any term, covenant or condition of this Lease shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

17. Successors and Assigns. This Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

19. Entire Agreement. This Lease and any exhibits attached hereto, set forth the entire agreement between parties concerning the Premises and no subsequent agreement, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

20. Address for Notices. All notices sent pursuant to this Lease shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at other such addresses as they have heretofore specified by written notice delivered in accordance therewith.

LANDLORD: **Organic Partners, LLC**
818 S. White Street
Wake Forest, NC 27587

TENANT: **Organic Recycling Center, LLC**
818 S. White Street
Wake Forest, NC 27587

21. Relationship of the Parties. This Lease shall in no way create the relationship of partner or joint venturer between Landlord and Tenant.

22. Time of Essence. Time is of the essence of this Lease.

23. Memorandum of Lease. If the term hereof is for three or more years, Landlord, at Tenant's request, will execute a memorandum of lease in recordable form identifying Landlord and Tenant, and setting forth the commencement date and term hereof. Said memorandum of lease shall be prepared and may be recorded at Tenant's sole expense.

LANDLORD:
Organic Partners, LLC

By: James M. Adams, Sr.
James M. Adams, Sr., Manager

TENANT:
Organic Recycling Center, LLC

By: _____
James M. Adams, Jr., Manager

Attachment G

Applicant Signature Page

Signature page of applicant –

Name of facility ORGANIC RECYCLING CENTER

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision and that the information provided in this application is true, accurate, and complete to the best of my knowledge.

I understand that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars ($15,000.00) per day per each violation of the Solid Waste Management Rules. I further understand that the Solid Waste Management Rules may be revised or amended in the future and that the facility siting and operations of this solid waste management facility will be required to comply with all such revisions or amendments.

Signature	Jame Adams Jr.	2/9/09
	Print Name	Date

Member/Manager
Title

ORGANIC RECYCLING CENTER LLC
Business or organization name

Attachment H

Landowner Authorization Form

Certification by Land Owner (if different from Applicant):

I hereby certify that I have read and understand the application submitted by Organic Recycling Center for a permit to operate a C&D transfer station/recycling operation on land owned by the undersigned located at (address) 2095 US 1 Hwy; (city) Franklinton, NC, in Franklin County, and described in Deed Book and Page(s) Book 1458 Page 143.

I specifically grant permission for the proposed C&D transfer station/recycling operation planned for operation within the confines of the land, as indicated in the permit application. I understand that any permit will be issued in the names of both the operator and the owner of the facility/property. I acknowledge that ownership of land on which a solid waste management facility is located may subject me to cleanup of said property in the event that the operator defaults as well as to liability under the federal Comprehensive Environmental Responsibility, Compensation and Liability Act ("CERCLA"). Without accepting any fault or liability, I recognize that ownership of land on which a solid waste management facility is located may subject me to claims from persons who may be harmed in their persons or property caused by the solid waste management facility.

I am informed that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars ($15,000) per day per each violation of the Solid Waste Management Rules. I understand that the Solid Waste Management Rules may be revised or amended in the future, and that the siting and operation of the facility will be required to comply with any such revisions or amendments.

James M. Adams, Sr. 2/10/09
Signature Date

James M. Adams, Sr.
Print name

NORTH CAROLINA

Wake County

I, Donna M Marshall, Notary Public for said County and State, do hereby certify that James M Adams, Jr personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10 day of February, 2009.

(Official Seal)

DONNA M MARSHALL NOTARY PUBLIC WAKE COUNTY, NC

Donna M Marshall
Notary Public Donna M Marshall

My commission expires 4/16/2011.

Attachment I

Letter from Youngsville Fire Department

Youngsville Volunteer Fire Department

Mr. Adams,

This letter is in regards to the Organic Recycling Facility on US 1 Highway in Franklinton. The Youngsville Fire Department has the authority and equipment to serve this facility and the needs that might arise in the future. Please call 919-556-6899 if you have any questions.

Thank you,

Andrew Dudash
Lieutenant
Youngsville Fire Department

P.O. Box 238 • Youngsville, NC 27596