

Scanned By	Date	DOC ID	Permit
Backus	06/01/2011	14068	41-12

Permit Number 41-12-MSWLF

City of Greensboro, White Street Landfill – Phase III

Location of Solid Waste Facility

The solid waste facility approved under this permit is located on portions of the properties described in the following deeds.

Guilford County, NC Register of Deeds				
Book	Page	Grantor	Grantee	Acres
3525	1800	First Union National Bank	City of Greensboro	102.17
3416	0764	Ophelia Gladys K. Jackson	City of Greensboro	14.69
3999	0610	James C. Sproull IV and wife Cynthia S. Sproull et al	City of Greensboro	58.20
4620	1479	Duke Energy Corporation	City of Greensboro	1.16
			Total Acres	176.22

The area permitted for municipal solid waste disposal area is approximately 52 acres as described in the documents for the approved plan.

city

1.9.97.24

NO TAXABLE
CONSIDERATION

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY NC
Aug 26 4 31 PM '86

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by .. County on the .. day of .., 19 ..

by ..

1 DEEDS 199724 4.00

2 DEEDS ADDN 199724 3.00

PROBATE FEE 1.00

Mail after recording to Jim Taylor, Real Estate Division, City of Greensboro, Drawer W-2, Greensboro, NC 27402

This instrument was prepared by Marilyn P. Koch, Attorney at Law, First Union Corporation, First Union Plaza T-8

Brief description for the Index [Redacted] Charlotte, NC 28288

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 15th day of August, 19 86, by and between

GRANTOR

GRANTEE

First Union National Bank of North Carolina, a National Banking Association

City of Greensboro, a Municipal Corporation organized and existing under the laws of the State of North Carolina.
Mr. Jim Taylor
Real Estate Division
City of Greensboro
Drawer W-2
Greensboro, NC 27402

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Greensboro, Jefferson Township, Guilford County, North Carolina and more particularly described as follows in Exhibit A, which is attached hereto and incorporated as if more fully set forth herein.

BK3525PG1800

The property hereinabove described was acquired by Grantor by instrument recorded in the office of the Register of Deeds, Guilford County, North Carolina in Book 3523 Page 1744 as recorded in Book _____ Page _____
 A map showing the above described property is recorded in Plat Book _____ page _____

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

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

1. Taxes for the year 1986 and subsequent years, not yet due payable.
2. Right of Way to Piedmont Natural Gas recorded in Book 1444 at Page 5 and Book 1751 at Page 331.
3. Right of Way to Duke Power Company recorded in Book 1841 at Page 439 and Book 484 at Page 400.
4. Right of Way to State Highway Commission recorded in Book 2242 at Page 367.
5. Road Right of Way recorded in Book 1000 at Page 99.
6. Any other easements, covenants and restrictions and any other matters of record.
7. Any matter which would be shown by an accurate and current survey or inspection of the property.

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

FIRST UNION NATIONAL BANK
 (Corporate Name)
 By: *[Signature]*
 Vice President

ATTEST: *[Signature]*
 Secretary (Corporate Seal)

NORTH CAROLINA, mecklenburg County.
 I, a Notary Public of the County and State aforesaid, certify that Daniel D. Tyburski
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25 day of August, 1986
 My commission expires: 4-2-88 *[Signature]* Notary Public

NORTH CAROLINA, mecklenburg County.
 I, a Notary Public of the County and State aforesaid, certify that Marilyn P. Koch
 personally came before me this day and acknowledged that she is Asst Secretary of First Union National Bank
 a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice
 President, sealed with its corporate seal and attested by Asst. Sec. as its Asst. Secretary.
 Witness my hand and official stamp or seal, this 25 day of August, 1986
 My commission expires: 4-2-88 *[Signature]* Notary Public

The foregoing Certificate(s) of Lynn Doby NP
 is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
 KAY F. PATSEAVOURA
 REGISTER OF DEEDS FOR GUILFORD COUNTY
 By Patricia Summer Deputy/Assistant - Register of Deeds
 BK 3525 PG 1801

37270

EXHIBIT A

SPECIAL WARRANTY DEED
FIRST UNION NATIONAL BANK OF NORTH CAROLINA TO CITY OF GREENSBORO
DATED AUGUST 15, 1986

That land on Nealtown Road in Greensboro, North Carolina known as the Mildred Floyd Lewis land, being 132.64 acres, more or less, which is the remainder of the original 160 acres as described in Deed Book 1000, Page 99 and Deed Book 1000, Page 253, Guilford County Registry, less than 20 acres previously sold to the City of Greensboro and 5 acres sold to Albert Troxler by deed recorded in Book 347, Page 235, Guilford County Registry, said tract being described as follows:

BEGINNING at a point where the centerline of Nealtown Road intersects the north right-of-way line of Huffine Mill Road (said beginning point being South 72 degrees 30 minutes 20 seconds West 161.73 feet along the north right-of-way line of Huffine Mill Road from the west line of Gant Subdivision), and running thence from said beginning point South 72 degrees 20 minutes 35 seconds West 160.97 feet with the north right-of-way line of Huffine Mill Road to a point; thence South 73 degrees 09 minutes 50 seconds West 98.73 feet with the north right-of-way line of Huffine Mill Road to a point; thence South 75 degrees 11 minutes 50 seconds West 99.53 feet, still with the north right-of-way line of Huffine Mill Road, to a point; thence South 76 degrees 04 minutes 35 seconds West 527.70 feet with the north right-of-way line of Huffine Mill Road to a point; thence North 04 degrees 00 minutes East 349.22 feet to an existing iron pin at Rufus Chavis' southeast corner; thence North 04 degrees 00 minutes East 537.50 feet with Rufus Chavis' east line to an existing iron pin; thence North 04 degrees 00 minutes East 305.50 feet with Albert Troxler's east line to a new iron pin; thence South 73 degrees 00 minutes West 699.90 feet with Albert Troxler's north line to a new iron pin in the line of Kings Forest Subdivision; thence North 07 degrees 56 minutes East 459.06 feet with the east line of Kings Forest Subdivision to an existing iron pin; thence North 07 degrees 56 minutes East 633.44 feet to a new iron pin; thence North 06 degrees 30 minutes 35 seconds East 1816.63 feet with the east line of E. H. Glass to an existing iron pin; thence North 82 degrees 42 minutes 30 seconds West 295.89 feet with the north line of E. H. Glass to a new iron pin; thence North 07 degrees 04 minutes East 307.27 feet with the line of E. H. Glass to Duke Power Monument; thence North 07 degrees 04 minutes East 68.36 feet to a new iron pin at City of Greensboro's corner; thence North 88 degrees 42 minutes 30 seconds East 1851.18 feet with the south line of City of Greensboro's property and the south line of Duke Power right-of-way line to an existing iron pin; thence South 06 degrees 53 minutes West 2319.39 feet with the line of Forest Lake Country Club, Inc. to a new iron pin; thence North 83 degrees 15 minutes 25 seconds West 1005.50 feet with the line of Forest Lake Country Club, Inc. to a new iron pin; thence South 25 degrees 30 minutes 35 seconds West 142 feet with the line of Forest Lake Country Club, Inc. to a point in Nealtown Road; thence South 83 degrees 15 minutes 25 seconds East 1077.59 feet with the line of Forest Lake Country Club, Inc. to a stone; thence South 03 degrees 25 minutes 20 seconds West 1160.36 feet with the line of Forest Lake Country Club, Inc. to an existing iron pin; thence South 03 degrees 25 minutes 20 seconds West with the Line of Gant Subdivision 448.26 feet to a point in the north right-of-way line of Huffine Mill Road; thence South 72 degrees 30 minutes 20 seconds West 161.73 feet with the north right-of-way line of Huffine Mill Road to the point of BEGINNING, according to a map thereof by Trulove Engineers, Inc., entitled "Property of Linville Industries, Inc.", dated June 20, 1972 (revised March 13, 1973), from which map or plat this description was taken and to which reference is hereby made for greater certainty of description; and also being the same property conveyed by Robert G. Hancock, Jr., Executor, et al., to W. H. Leachman, Sr., by deed dated April 10, 1975, and recorded in Book 2789, Page 916, Guilford County Registry.

Back reference, see Book 3439, Page 885, Book 2789, Page 916 and Will of Robert G. Hancock, in the office of the Register of Deeds, Guilford County, North Carolina.

BK3525PG1802

TO BE PICKED UP

Mail To: Real Estate Division, Drawer W-2, Greensboro, N. C. 27402

Tax Map No. 3-144-501-32

NORTH CAROLINA
GUILFORD COUNTY

THIS DEED, made this the 8th day of January 1954,
by OPHELIA GLADYS K. JACKSON (widow), party of the first part, to
CITY OF GREENSBORO, a municipal corporation of Guilford County and
State of North Carolina, party of the second part,

WITNESSETH:

That, the said party of the first part, in consideration of
the sum of TWENTY-NINE THOUSAND FIVE HUNDRED AND TWENTY DOLLARS
(\$29,520.00) to her paid by the said party of the second part, the
receipt of which is hereby acknowledged, has bargained and sold
and by these presents does bargain, sell and convey unto said party
of the second part and its successors and assigns, a tract or parcel
of land in the County of Guilford and State of North Carolina, in
Jefferson Township, adjoining the lands of others and bounded as
follows:

BEGINNING at a point on the Northeast margin
of N.C. State Road No. 5740, also known as
Neal Town Road, and also being in the western
line of Mildred F. Lewis land as recorded in
Deed Book 1000, Page 253, in the office of
the Register of Deeds of Guilford County,
and said point also being 0.55 miles from
the intersection of N. C. State Road No.
5740 or Neal Town Road with N. C. State
Road No. 594; thence North 01 deg. 47 min.
East 1329 feet to an iron; thence North 87
deg. 10 min. West 296.1 feet to an original
iron control corner; thence North 02 deg.
28 min. East 192.35 feet to an iron; thence
a new line South 83 deg. 47 min. West 369.35
feet to a point in the line of James H. Neal;
thence with the line of James H. Neal South
10 deg. 04 min. East 1072.8 feet to the
Northwest corner of the G. P. Neal lot; thence
with the G. P. Neal lot North 53 deg. 09 min.
East 170 feet, more or less, to a stake;
thence South 47 deg. 28 min. East 122.26 feet
to an iron; thence South 52 deg. 07 min. West
252.05 feet to an iron on the Northeast margin
of said state road; thence along the Northeast
margin of N. C. State Road 5740 or Neal Town
Road South 50 deg. 35 min. East 188.04 feet
to a point; thence continuing along the
Northeastern margin of said road South 54 deg.
33 min. East 314.24 feet to the point of
BEGINNING, and containing 14.761 acres, more
or less. The above description is in accordance
with a survey made by Z. L. Whitaker under date
of July 15, 1955, to which survey reference is
hereby made for more certainty.

555 8' 2177 =00030.00 ST
555 8' 2177 =00005.50
555 8' 2177 =00001.00 FE

Real Estate
Excise Tax
30.00
STATE OF
NORTH
CAROLINA
9 0 7 2 5 1
GUILFORD
COUNTY

This conveyance is subject to encroachments, if
any, rights of way and easements of record and
especially to the easement to Duke Power Company
for a 60 foot easement and right of way across
the property recorded in Deed Book 1828, Page 212.

Back reference, see Book 2893, Page 847, in the
office of the Register of Deeds, Guilford County,
North Carolina.

BK3416 PG0764

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said party of the second part and its successors and assigns, forever.

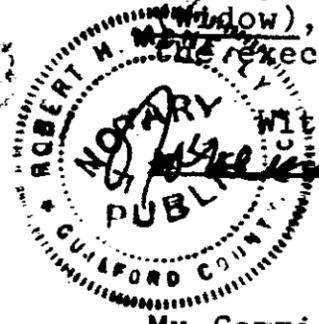
And OPHELIA GLADYS K. JACKSON (Widow) covenants that she is seized of said premises in fee and has the right to convey the same in fee simple; that the same is free from encumbrances; and that she will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part does hereunto set her hand and seal, on the day and year first above written.

Opheia Gladys K. Jackson
OPHELIA GLADYS K. JACKSON (Seal)

STATE OF *North Carolina*
COUNTY OF *Yield Fork*

I, *Robert H. McNeely*, a Notary Public of said County and State, do hereby certify that OPHELIA GLADYS K. JACKSON (*Widow*), personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official seal, this the *8th* day of *November*, 19*84*.

Robert H. McNeely
Notary Public (Seal)

My Commission Expires:
Nov - 15, 1985

1.031.00
RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, NC
Nov 8 11 35 AM '84

NORTH CAROLINA - GUILFORD
The certificate(s) of
Robert H. McNeely
A Notary (Notaries) Public is
(are) certified to be correct.
NOV 8 - 1984
This
Kay F. Patseavouras, Register of Deeds
Mary Brown
(Deputy), Register of Deeds

BK3416 P08765

City

Mail To: Real Estate Div., P. O. Box 3136, Greensboro, NC 27402-3136

Tax Map No. 4-189-464-N-25
4-187-E-464-S-21 A&B
4-189-D-464-N 1 thru 7
4-189-D-464-N-10 thru 22, 24, 29 & 30

1/5

NORTH CAROLINA
GUILFORD COUNTY

THIS DEED, made this the 8th day of April, 1992, by JAMES C. SPROULL IV and wife CYNTHIA S. SPROULL, HUNT M. SPROULL and wife SUSAN V. SPROULL, H. MILLER SPROULL, III and wife JOY M. SPROULL, EVA S. STEWART and husband VAUGHN M. STEWART, II, BARBARA S. SNOW and husband GARY K. SNOW, SARA S. CHOQUETTE and GUY R. CHOQUETTE, hereinafter called Grantor, to CITY OF GREENSBORO, a municipal corporation of Guilford County and State of North Carolina, hereinafter called Grantee,

WITNESSETH:

That, the said Grantor, for and in consideration of the sum of FOUR HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$482,250.00) and other valuable considerations to him paid by the said Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell, convey and confirm unto said Grantee and its successors and assigns, a tract or parcel of land in the County of Guilford and State of North Carolina, in Jefferson and Gilmer Township, adjoining the lands of others and bounded as follows:

See Attached "Exhibit A"

Back reference, see Deed Book 3344, Page 393, in the office of the Register of Deeds, Guilford County, North Carolina.

Stamps
\$965.00

Grantor warrants to Grantee that (1) Grantor neither knows of, nor has been advised of, any legal or administrative proceedings, claims or alleged claims, violations or alleged violations, infractions, or alleged infractions of any law, rules or regulations relating to the condition of the Property; and, (2) Grantor warrants that to the best of its knowledge it has not caused or permitted its property hereby conveyed to be used to generate, manufacture, refine, treat, store, dispose, produce or process hazardous, ignitable, corrosive, toxic or dangerous materials or substances on or off-site; and that no such materials or substances are known to be present on, or to have been buried on, or released to, the property by other parties.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said party of the second part and its successors and assigns, forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions (hereinafter stated)); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

GUILFORD COUNTY

MAY 8 1992

965.00

TRAN 7

North Carolina - Guilford County
The certificate (s) of _____

586329



Real Estate
Excise Tax

000850

R. Shawa Snider Peggy
Alfred, Melissa and
Driffen Eleanor Barbodale
Marie C. Roberts

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

Patricia Summers
Assistant/Deputy Register of Deeds

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

05/08/92

1 DEEDS 586329 5.00
5 DEEDS ADDN PAGE(S) 10.00
1 PROBATE FEE 1.00
1 EXCISE TAX STAMP 965.00

BOOK: 3963
PAGE(S): 0850 TO 0855
05/08/1992 10:05:53

"EXHIBIT A"

FIRST: A certain tract or parcel of land lying and being in the County of Guilford, State of North Carolina, and in Gilmer Township, adjoining the lands of J. A. Lewis and others, and more particularly described by metes and bounds as follows: BEGINNING at an iron stake, J. A. Lewis' corner on the west side of the road, running South 85 deg. East 2699 feet to an iron stake in Cables' line; thence North 5 deg. East 1956.6 feet to an iron stake, Whitsett's corner; thence South 87 deg. 45 min. West 953.5 feet to an iron stake, Whitsett's corner; thence North 8 deg. West 1066 feet to an iron stake, Whitsett's corner; thence North 87 deg. 30 min. West 573 feet to a stake, a new corner; thence South 4 deg. 30 min. West 2718 feet to a stake, Lewis' corner; thence North 87 deg. 30 min. West 1005 feet to a stake, Lewis' corner; thence South 22 deg. West 146 feet to the BEGINNING, containing 93-3/4 acres more or less.

SECOND: Certain tracts or parcels of land in Guilford County, North Carolina, bounded and described as follows: BEING all of tracts numbers 4, 5, and 6 in the subdivision of Margaret J. Gant, as shown by map made by J. C. Hanner, C. E., recorded in Plat Book 6, page 87, in the Register of Deeds Office of Guilford County, North Carolina.

THIRD: Beginning at a stake in the northern margin of the Huffine Road and the eastern margin of Huff Street, thence North 26 deg. 15 min. West 400 feet to a stake and the southern margin of Gant Street; thence with the southern margin of Gant Street 75 feet to a stake and corner of Lot No. 35; thence with the line of Lots Nos. 35 and 4, South 26 deg. 15 min. East 400 feet to a stake and the northern margin of Huffine Road; thence South 63 deg. 45 min. West 75 feet to a stake and the point of beginning. Being in fact all of Lots Nos. 1, 2, 3, 36, 37 and 38 of the Margaret J. Gant property, map of same recorded in the Office of the Register of Deeds for Guilford County, N.C., Plat Book 6, page 87. And the same being in Block C of Map No. 2.

The foregoing three tracts of land were conveyed to the Trustees for Bur-Mil Country Club by the Lakeside Club, Inc., by deed dated June 12, 1942, recorded in Book 994, page 164 in the Office of the Register of Deeds of Guilford County, North Carolina.

FOURTH: A right of way and easement for street and road purposes over and along the strip of land hereinafter described, together with the rights, title and interest granted and conveyed by Harvey Maxwell and wife, Lula Maxwell, and R. D. Douglas, Trustee, to D. E. Hudgins, and E. R. Zane, as Trustees for Bur-Mil Country Club, by a Right of Way Deed, dated June 8, 1944, recorded in Book 1041, page 448, in the Office of the Register of Deeds of Guilford County, N.C., in and to that certain tract or strip of land located in Gilmer Township, Guilford County, North Carolina, and more particularly described as follows:

BEGINNING at the southwest corner of the intersection of Huff Street and Gant Street as shown on Map #2 of Margaret J. Gant Subdivision recorded in Plat Book 6, page 87, in the Office of the Register of Deeds of Guilford County, North Carolina, which said beginning point is also the northeast corner of Lot 25, Block B, as shown on said recorded map, and running thence along the western boundary line of Huff Street, as shown on said recorded map, South 26 deg. 15 min. East 212.5 feet to a point; thence North 32 deg. 09 min. West 214.0 feet to a stake in the southern margin of Gant Street, as shown on said recorded map; thence along the southern margin of Gant Street, North 63 deg. 45 min. East 23 feet to the point of beginning, being a triangular strip of land carved out of Lots 25 and 24 in Block B, as shown

on Map #2 of Margaret J. Gant Subdivision, recorded in Plat Book 6, page 87, in the Office of the Register of Deeds of Guilford County, North Carolina. Excepted from this conveyance is that tract of land (retained by Forest Lakes Country Club, Inc., for its use and benefit in Deed recorded in the Office of the Register of Deeds of Guilford County, North Carolina, in Deed Book 1998, page 673) located within the boundaries of the land hereinabove described and more particularly described as follows:

BEGINNING at a new iron post, said iron post being North 01 deg. 38 min. 48 sec. West 538.48 feet from a stake in the western boundary of the larger tracts herein conveyed and being the northeast corner of the tract conveyed to Mildred F. Lewis by deed recorded in Book 1000, page 99, in the Guilford County Registry; thence North 32 deg. 24 min. East 363.35 feet to a point; thence North 34 deg. 03 min. East 207.54 feet to a new iron post; thence North 15 deg. 54 min. West 306.31 feet to a new iron post; thence North 40 deg. 37 min. East 73.73 feet to a new iron post; thence South 82 deg. 09 min. East 296.32 feet to a new iron post; thence South 05 deg. 11 min. West 114.66 feet to a new iron post; thence South 28 deg. 24 min. East 326.46 feet to a new iron post; thence South 53 deg. 39 min. East 204.40 feet to a new iron post; thence South 61 deg. 35 min. East 211.66 feet to a new iron post; thence South 24 deg. 59 min. 30 sec. East 377.59 feet to a new iron post; thence South 46 deg. 00 min. East 157.00 feet to a new iron post; thence South 65 deg. 34 min. East 110.41 feet to a new iron post; thence South 72 deg. 28 min. West 224.52 feet to a new iron post; thence South 12 deg. 31 min. West 92.03 feet to a new iron post; thence North 45 deg. 17 min. West 133.27 feet to a new iron post; thence North 29 deg. 31 min. West 181.55 feet to a new iron post; thence South 72 deg. 54 min. 10 sec. West 515.28 feet to a new iron post; thence North 51 deg. 20 min. West 263.54 feet to a post; thence North 54 deg. 58 min. West 391.12 feet to a new iron post to the point of beginning, the same being the property for Forest Lake Country Club, Inc. according to an unrecorded map or plat thereof made by Robert E. Wilson, Registered Land Surveyor in November, 1961, and containing 18.81 acres. This 18.81 acre tract is expressly excluded from this conveyance.

THE GRANTORS EXCEPT FROM THIS CONVEYANCE ALL LOTS; PARCELS AND TRACTS OF LAND PREVIOUSLY CONVEYED BUT LOCATED WITHIN THE BOUNDARIES OF THE LAND HEREIN CONVEYED, EXCEPT THE FOLLOWING LOTS WHICH HAVE BEEN REACQUIRED AND ARE PART OF THIS CONVEYANCE:

Lot 16, Block C, Section I
Lots 17, 18, 19 and 20, Block F, Section I
Lots 21, 22 and 25, Block G, Section I
Lot 26, Block B, Section I
Lot 27, Block A, Section II
Lots 28, 29, 30, 33, 34, 37 and 38, Block G, Section II
Lots 41, 42, 43, 44 and 45, Block I, Section II
Lot 39, Block H, Section II

All of said lots lying and being in Forest Lakes Subdivision as per plats thereof recorded in Plat Book 37 at Pages 45 and 91, in the Office of the Register of Deeds of Guilford County, North Carolina.

000852

1. Restrictive covenants, conditions and rights-of-way of record affecting said property, if any.
2. 1992 Guilford County ad valorem taxes, the payment of which is assumed by the Grantees.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

[Signature] (Seal)
 JAMES C. SPROULL, IV

[Signature] (Seal)
 CYNTHIA S. SPROULL

[Signature] (Seal)
 HUNT M. SPROULL

[Signature] (Seal)
 SUSAN V. SPROULL

[Signature] (Seal)
 H. MILLER SPROULL, III

[Signature] (Seal)
 JOY M. SPROULL

[Signature] (Seal)
 EVA S. STEWART

[Signature] (Seal)
 VAUGHN M. STEWART, II

[Signature] (Seal)
 BARBARA S. SNOW

[Signature] (Seal)
 GARY K. SNOW

[Signature] (Seal)
 SARA S. CHOQUETTE

[Signature] (Seal)
 GUY R. CHOQUETTE

* * * * *

STATE OF Al.

COUNTY OF Calhoun

I, R. SHAWN SNIDER, a Notary Public of said County and State, do hereby certify that JAMES C. SPROULL, IV and wife CYNTHIA S. SPROULL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 10 day of April, 1992.

[Signature] (Seal)
 Notary Public



My Commission Expires:

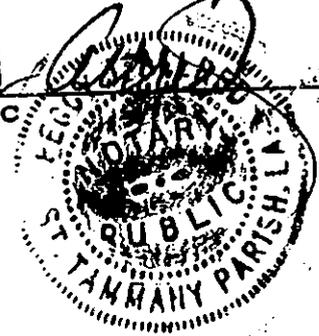
March 30, 1993

STATE OF Louisiana
 Parish of St. Tammany

I, [Signature], a Notary Public of said County and State, do hereby certify that HUNT M. SPROULL and wife SUSAN V. SPROULL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 15th day of April, 1992.

[Signature] (Seal)
 Notary Public



My Commission Expires:

at my death

000853

STATE OF Al.

COUNTY OF Calhoun

I, R. Shawn Sinder, a Notary Public of said County and State, do hereby certify that H. MILLER SPROULL, III and wife JOY M. SPROULL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 1st day of April 1992

R. Shawn Sinder
Notary Public



My Commission Expires:

March 30, 1993

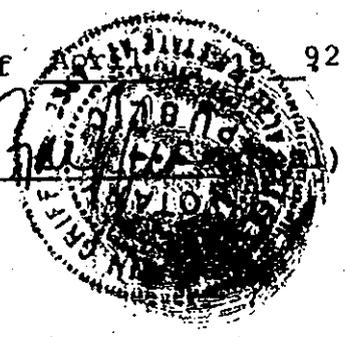
STATE OF ALABAMA

COUNTY OF CALHOUN

I, Melissa Ann Griffin, a Notary Public of said County and State, do hereby certify that EVA S. STEWART and husband VAUGHN M. STEWART, II personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of April 1992

Melissa Ann Griffin
Notary Public



My Commission Expires:

4/18/93

STATE OF Georgia

COUNTY OF Washington

I, Eleanor Barkdale, a Notary Public of said County and State, do hereby certify that BARBARA S. SNOW and husband GARY K. SNOW personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 17th day of April 1992

Eleanor Barkdale
Notary Public



My Commission Expires:

Notary Public, Washington Co., Ga.
My Commission Expires March 31, 1993.

STATE OF ALABAMA

COUNTY OF CALHOUN

I, Melissa Ann Griffin, a Notary Public of said County and State, do hereby certify that SARA S. CHOQUETTE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of April 1992

Melissa Ann Griffin
Notary Public



My Commission Expires:

4/18/93

000854

STATE OF North Carolina

COUNTY OF Forsyth

I, Marie C. Roberts, a Notary Public of said County and State, do hereby certify that GUY R. CHOQUETTE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of April, 1992.

Marie C. Roberts (Seal)
Notary Public

My Commission Expires:

Feb. 26, 1995

316793

OFFICIAL SEAL
NOTARY PUBLIC, NORTH CAROLINA
COUNTY OF FORSYTH
MARIE C. ROBERTS
MY COMMISSION EXPIRES 2-26-95

000855

City PA

DB 4620-1479

North Carolina - Guilford County
The certificate (s) of _____

002944 N

Katharine E. Payne
Katharine E. Payne

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

12/10/1997
1 DEEDS
7 DEEDS ADDN PGS
1 PROBATE FEE
92944
\$6.00
\$14.00
\$2.00

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

BOOK: 4620
PAGE(S): 1479 TO 1486

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katharine E. Payne
Assistant/Deputy Register of Deeds

12/10/1997 11:14:19 1 EXCISE TAX STAMP \$24.00

Excise Tax \$24.00 Recording Time, Book and Page

Tax Lot No.: 3-142-502-43 Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to City of Greensboro Property Management P.O. Box 3136
Greensboro, NC 27402

This instrument was prepared by Parker, Poe, Adams & Bernstein L.L.P. [DU020-65502]
Brief Description For The Index: _____

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 10th day of December, 1997, by and between

GRANTOR

DUKE ENERGY CORPORATION, formerly
DUKE POWER COMPANY, a North Carolina
corporation, formerly a New Jersey Corporation

GRANTEE

CITY OF GREENSBORO
Post Office Box 3136
Greensboro, NC 27402-3136
Attn: Property Management

001479

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

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

WITNESSETH, that Grantor, for valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, subject to the reservations in favor of Grantor set forth herein, all that certain lot or parcel of land situated in the City of Greensboro, Gilmer Township, Guilford County, North Carolina and more particularly described as follows:

See Exhibit A, attached hereto and incorporated by reference herein (the "Property")

Grantor reserves unto itself, its successors and assigns, the Easement set forth and defined on Exhibit B and the Utility Equipment and Improvements described on Exhibit B, which Exhibit B is attached hereto and incorporated herein by reference.

Grantee joins in this deed to agree to the covenants of Grantee contained herein

STATE OF NORTH CAROLINA
12/10/1997



24.00
Real Estate
Excise Tax
Guilford County

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book
1848 Page 189 in the Office of the Register of Deeds, Guilford County ^{North} Carolina

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

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject to the reservations in favor of Grantor set forth herein.

The Grantor makes no warranty, express or implied, as to title to the Property hereinabove described.

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

DUKE ENERGY CORPORATION,
formerly, DUKE POWER COMPANY
(Corporate Name)

By: Samy S. Bost
Gen. Mgr. FACILITY AND President
REAL ESTATE SERVICES

ATTEST:
Lucretia D. Wenter
ASST. Secretary (Corporate Seal)
S.F.D.L.

CITY OF GREENSBORO (SEAL)

By: Carolyn Allen (SEAL)
Mayor

ATTEST:
Barbara E. Johnson (SEAL)
Deputy City Clerk (Corporate Seal)

SEE ATTACHED NOTARY ACKNOWLEDGMENT PAGES Lucretia Wenter

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I, Kathryn R. Kimble, a Notary Public for the above State and County, hereby certify that Barbara E. Johnson personally came before me this day and acknowledged that she is Secretary of , a corporation, and that by authority duly given and as the acts of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Assistant Secretary.

WITNESS my hand and official seal, this the 10th day of December, 1997.

Notary Public

My Commission Expires

[NOTARY SEAL]

The foregoing Certificate(s) of

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR COUNTY

By Deputy/Assistant - Register of Deeds

001480

NOTARY ACKNOWLEDGMENT PAGE

STATE OF NORTH CAROLINA

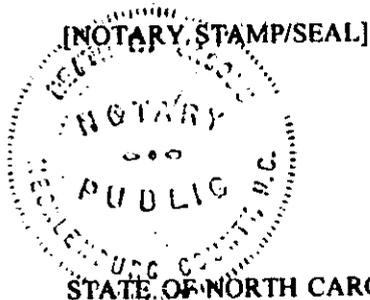
COUNTY OF Mecklenburg

I, Keith E. Jacobs, Notary Public of said County and State, do hereby certify that Carol D. Denton personally appeared before me this day and acknowledged that he/she is Asst Secretary of Duke Energy Corporation, formerly Duke Power Company, a North Carolina corporation, formerly a New Jersey corporation, Grantor, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President/Chairman, sealed with its corporate seal, and attested by ~~himself~~/herself as its Asst Secretary. Gen. Mgr. Facility & Real Estate Svcs

Witness my hand and official seal, this 10TH day of October, 1997.

Keith E. Jacobs
Notary Public

My Commission Expires: June 6, 1998



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

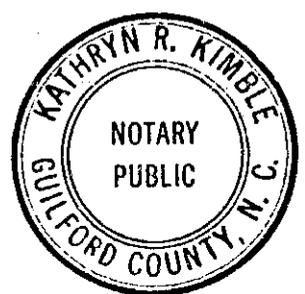
I, Kathryn B. Kimble, Notary Public of said County and State, do hereby certify that Barbara E. Johnson personally appeared before me this day and acknowledged that she is Deputy City Clerk of the City of Greensboro, a municipal corporation, Grantee, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by ~~himself~~/herself as its Deputy City Clerk.

Witness my hand and official seal, this 10th day of December, 1997.

Kathryn B. Kimble
Notary Public

My Commission Expires: April 14, 2002

[NOTARY STAMP/SEAL]



001481

ASSISTANT SECRETARY CERTIFICATE

I, Carol D. Denton, Assistant Secretary of Duke Energy Corporation, do hereby certify that the following is a true and correct excerpt of a Resolution adopted February 27, 1995, by the Management Committee of the Board of Directors of Duke Energy Corporation, and that said quoted Resolution has not been rescinded or amended.

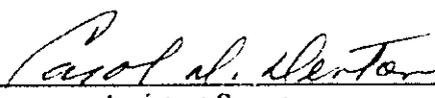
FURTHER RESOLVED, that effective October 17, 1994, the General Manager of the Real Estate Division be and hereby is authorized to execute any contract, lease, deed, or other instrument relating to real property without further action or approval by the Board of Directors or this Committee when deemed by said General Manager to be necessary or desirable in the operation of the Company's business, subject, however, to a monetary limit of \$1,500,000.00 consideration or value in any single transaction, and to execute such documents in any such transaction which is approved by a resolution of this Committee.

FURTHER RESOLVED, That the Secretary or any Assistant Secretary be and hereby is authorized to attest and affix the corporate seal to any contracts, leases, deeds, or other instruments executed under authority of this resolution and may execute any certificate that may be required to certify the incumbency and authority of the officer or manager executing such documents.

I further certify that on October 13, 1997, Larry G. Bost was the General Manager, Facility and Real Estate Services, hereby by reason of holding said position and pursuant to the above quoted Management Committee's Resolution, had full authority to represent and act on behalf of Duke Energy Corporation with respect to the conveyance of 1.162 acres of land in Gilmer Township, Guilford County, North Carolina, and to execute on behalf of Duke Energy Corporation all documents and instruments relating in any way thereto.

WITNESS my hand and seal of said Company this 13 day of October, 1997.




Assistant Secretary

001482

Exhibit A
to North Carolina Non Warranty Deed from
Duke Energy Corporation
to
City of Greensboro

All that tract or parcel of land in the County of Guilford and State of North Carolina, in Gilmer Township, adjoining the lands of others and bounded as follows:

BEGINNING at the center of the Duke Power right-of-way, a corner with James H. Neal and the Tract he sold to the City of Greensboro, and running thence with his line South 09-14-30 East 56.85 feet to the City's southwest corner; thence with their south line South 88-39 East 401.68 feet to an iron pipe; thence with Mildred F. Lewis' west line North 02-28 East 149.49 feet to a point on the north line of Duke Power's right-of-way; thence with the line of the right-of-way south 84-02-20 West 425.87 feet to a point; thence South 09-14-30 East 40.07 feet to the point of BEGINNING containing 1.162 acres and being all of the property conveyed to Grantor by the City of Greensboro, North Carolina by deed recorded in the Office of Register of Deeds of Guilford County, North Carolina in Book 1848, Page 189.

For further reference see Drawing PW3644 on file with the City of Greensboro, Engineering and Inspections Department.

001483

Exhibit B
to North Carolina Non Warranty Deed from
Duke Energy Corporation
to
City of Greensboro

Grantee is the owner and operator of a municipal solid waste facility on Grantee's adjacent land ("Grantee's Adjacent Land"). Grantor is executing the deed at Grantee's request to accommodate Grantee in meeting legal requirements imposed on the operation of the municipal solid waste facility. Grantor operates an electric substation upon the Property and must reserve the rights, privileges and easements contained herein for its benefit in order to continue to operate the electric substation. In consideration of the foregoing and other valuable consideration, the parties agree as follows:

1. **Easement.** Grantor reserves unto itself, its successors and assigns, a permanent exclusive right, privilege and easement over, upon, across and under the Property (the "Easement") (during the pendency of which Grantor shall have the exclusive right to enter upon and use the Property) for the construction, maintenance, operation, repair, affixing, removal, replacement and use of aboveground, surface level and underground electric or natural gas apparatus, towers, poles, wires, conduits, appliances, pipes, lines, culverts, electric or natural gas equipment, transformers, substations, fencing, telecommunications equipment, personal property, fixtures and other related improvements (whether or not affixed to the Property) now or hereafter placed upon the Property (all of which is collectively called the "Utility Equipment and Improvements") used or useful in the production, transmitting and/or distribution of electricity and/or natural gas and/or the operation of telecommunication system(s) for so long as Grantor needs or desires to use the Property for such purposes. Grantor reserves unto itself, its successors and assigns, all right, title and interest in and to the Utility Equipment and Improvements including the right to remove any or all of the Utility Equipment and Improvements at any time. Grantor may terminate this Easement at any time upon written notice to Grantee.
2. **Use.** Grantor shall use and occupy the Property for the purposes set forth above and no other purposes except with the mutual written consent of the parties hereto. In no event shall the Property or any part thereof be used for any purpose constituting a nuisance or in any manner which is in violation of present or future laws or government regulations.
3. **Maintenance.** Grantor shall, at its own expense, keep the Property and all the Utility Equipment and Improvements thereon in good and safe condition and shall make all necessary repairs and replacements to the Property.
4. **Indemnification.** Grantor shall indemnify Grantee and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorneys fees in connection with the loss of life, personal injury and/or damage to property from or out of any occurrence in, upon or at the Property or the occupancy or use by Grantor of the Property or any part thereof, or occasioned wholly or in part by any act or omission of Grantor, its agents, contractors, employees, invitees, visitors, or servants. Likewise, Grantee shall indemnify Grantor and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorneys fees, including but not limited to, any claims under CERCLA, in connection with the loss of life, personal injury and/or damage to property, including, but not limited to, damage to the Property, from or out of any occurrence in, upon, under or at Grantee's Adjacent Land or the occupancy or use by Grantee of the Grantee's Adjacent Land or any part thereof, or occasioned wholly or in part by any act or omission of Grantee, its agents, contractors, employees, invitees, visitors, or servants. In case either party without fault on its part, is made a party to any litigation commenced by or against the other party, then the other party shall protect and hold harmless and shall pay all cost, expenses and reasonable attorney's fees incurred or paid by the party without fault in connection with such litigation. Each party shall also pay all cost, expenses

987100

and reasonable attorney's fees that may be incurred by the other party in successfully enforcing the covenants and agreements in this deed.

5. **Environment.** Grantor agrees not to discharge, or allow to be discharged upon the Property, any regulated contaminant in the environment, soil or ground water of the Easement. In the event of any such discharge of contamination either, accidentally or intentionally, Grantor shall immediately report the discharge to the Grantee and other proper authorities as required by law and the affected land shall be remediated, either actively or passively as allowed, by Grantor in accordance with applicable law. Grantee agrees not to discharge, or allow to be discharged on the Easement from Grantee's Adjacent Land or from the Property, any contaminant in the environment, soil or ground water. In the event of any such discharge of contamination either, accidentally or intentionally, Grantee shall immediately report the discharge to Grantor and other proper authorities as required by law and the affected land shall be remediated, either actively or passively as allowed, by Grantee in accordance with applicable law.

6. **As Is.** Except as specifically provided herein, the Property is sold AS IS without covenant, representation or warranty of any kind, including without limitation, the environmental condition of the Property. Grantee acknowledges that Grantee has had ample opportunity to inspect and has inspected the Property and has determined the condition of the Property. Grantee has satisfied itself that the condition of the Property, including without limitation, the environmental condition of the Property is satisfactory to Grantee. The Property is conclusively presumed to be without environmental contamination as of the date of this deed and Grantee shall indemnify and save Grantor harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys fees, in connection with the past, present and/or future presence of any hazardous waste, hazardous substances and/or other waste or contamination (including groundwater contamination) on the Property, except as specifically provided herein. Grantor represents, as of the date of this deed, that Grantor neither knows of, nor has been advised of, any legal or administrative proceedings, claims or alleged claims, violations or alleged violations, infractions or alleged infractions of any law, rules or regulations relating to the environmental condition of the Property and Grantor has no knowledge that any hazardous wastes or hazardous substances have been brought upon and/or discharged upon the Property by Grantor. Grantor shall indemnify and hold Grantee harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys fee in connection with any past, present or future hazardous waste or hazardous substance as to which it is established by clear and convincing evidence was brought upon and/or discharged upon the Property by Grantor.

7. **Notices.** All notices required hereunder shall be in writing by registered mail, to the following addresses:

Duke Energy Corporation
422 South Church Street
Charlotte, North Carolina 28242
Attn: W. Wallace Gregory, Jr.

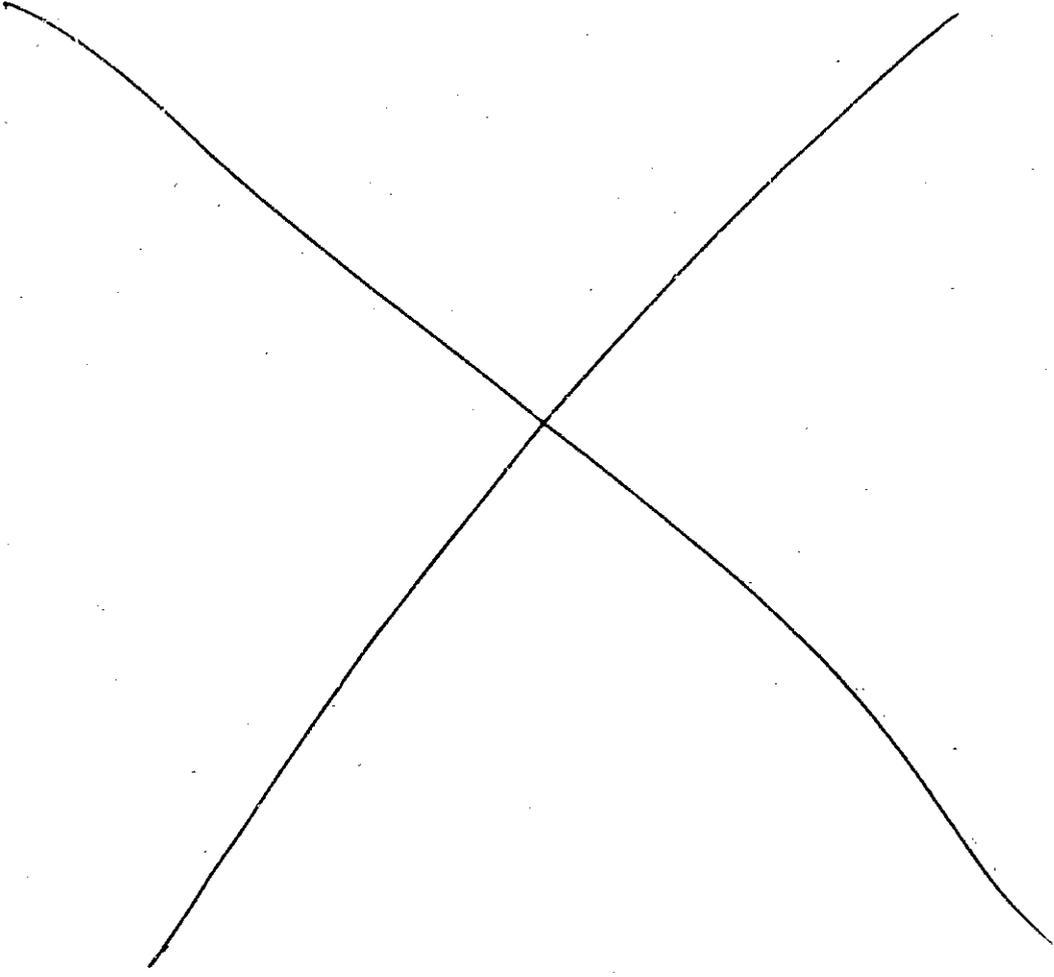
City of Greensboro
Post Office Box 3136
Greensboro, North Carolina 27402-3136
Attn: Property Management

8. **Entire Agreement.** This deed contains the entire agreement and understanding between the parties as to the Property and the Easement. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this deed. All prior understandings, terms, and conditions are deemed merged in this deed. This deed shall not be changed orally, but only upon an agreement in writing and signed by the party against whom enforcement or any waiver, change, modification, or discharge is sought.

001485

9. **Binding Effect.** The rights and obligations contained in this deed shall inure to the benefit and be binding upon the parties, their successors and assigns.

987100



001487

Bk 4620 Pg 1487