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# DECEMBER 18, 2006

# SUPPLEMENTAL RESPONSE TO LETTER FROM THE DIVISION OF WASTE MANAGEMENT DATED AUGUST 25, 2006

# REGARDING MATERIAL RECOVERY, LLC MATERIAL RECLAMATION, LLC WCA WAKE TRANSFER STATION, LLC WCA OF HIGH POINT, LLC

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KILPATRICK
STOCKTON LLP
Attorneys at Law

1001 West Fourth St.
Winston-Salem NC 27101-2400
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www.KilpatrickStockton.com

Stephen R. Berlin
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direct fax 336 734 2614
SBerlin@KilpatrickStockton.com

December 18, 2006

**VIA FEDERAL EXPRESS OVERNIGHT DELIVERY**

Mr. Paul Crissman, Chief
Solid Waste Section
NC Department of Environment and Natural Resources
Division of Waste Management
1946 Mail Service Center
Raleigh, North Carolina 27699-1646

RE: Material Recovery, LLC – Permit # 92-31
Material Reclamation, LLC – Permit # 92-24
WCA Wake Transfer Station, LLC – Permit # 92-34T
WCA of High Point, LLC – Permit # 41-16

Dear Mr. Crissman:

This follows my letter to you of November 16, 2006 regarding each of the above referenced limited liability corporations ("LLCs") and hereby supplements their responses to the August 25, 2006 request of the Division of Waste Management (the "Division") for information and documentation in order for the Division to proceed with its review and issuance of a permit for each corporation's solid waste management facility. As previously stated in my November 16, 2006 letter, this supplement of the earlier permit applications provides the Division the necessary statutorily required information to issue the permits.

We are requesting permits in the corporate entities listed above, all who are in good standing with the State of North Carolina

*Material Recovery, LLC – Permit # 92-31*

Please refer to my above referenced letter of November 16, 2006 for the information submitted regarding Material Recovery, LLC.

*Material Reclamation, LLC – Permit # 92-24*

Material Reclamation, LLC is the correct name of the permitee for the mixed construction and demolition waste processing (reclamation) facility located at 421 Raleigh View Road, Raleigh, North Carolina. Enclosed are records from the North Carolina Secretary of State that confirm the "current-active" corporate status of Material Reclamation, LLC (Exhibit 1). Also enclosed are copies of recorded deeds or other instruments of conveyance which include a description of the land on which the facility is located (Exhibit 2) as well as a revised Permit Modification Operations Plan (Exhibit 3).

In accordance with N.C.G.S. § 130A-294(b), Material Reclamation, LLC hereby provides the Division with a copy of documents including a surety bond which demonstrate that it is financially qualified to carry out the activity for which its permit is required (Exhibit 4). While not directly applicable to this application, financial and corporate organizational information regarding WCA Waste Corporation (the parent company of Material Reclamation, LLC) including the voluminous 10-K and 10-Q reports may be accessed and obtained without charge from the U.S. Securities and Exchange Commission internet site at http://www.sec.gov/. Paper or electronic copies of these documents which comprise hundreds of pages will be provided upon request

In accordance with N.C.G.S. § 130A-294(b2)(1) and § 130A-309.06(b), Material Reclamation, LLC hereby provides the Division with a copy of documents which demonstrate the history of compliance with the requirements applicable to the solid waste management activities in which it has engaged and the history of compliance with federal and state laws, regulations and rules for protection of the environment (Exhibit 5).

*WCA Wake Transfer Station, LLC – Permit # 92-34T*

Please refer to my above referenced letter of November 16, 2006 for the information submitted regarding WCA Wake Transfer Station, LLC.

*WCA of High Point, LLC – Permit # 41-16*

WCA of High Point, LLC is the correct name of the permitee for the construction and demolition landfill facility located at 5830 Riverdale Drive in High Point, North Carolina. A copy of the WCA of High Point, LLC *Certificate Of Name Change* issued by the North Carolina Secretary of State and filed with the Guilford County Register of Deeds is enclosed (Exhibit 6). Also enclosed are records from the North Carolina Secretary of State that confirm the "current-active" corporate status of WCA of High Point, LLC (Exhibit 7). Also

enclosed are copies of recorded deeds or other instruments of conveyance which include a description of the land on which the facility is located (Exhibit 8).

A correction of the February 21, 2005 franchise issued for this facility was obtained from the High Point City Council on November 20, 2006, and documentation regarding this correction is enclosed (Exhibit 9). The current franchise agreement reflects the changes that occurred in the corporate structure of the permitee during the lengthy review process by the Division.[1]

In accordance with N.C.G.S. § 130A-294(b), WCA of High Point, LLC hereby provides the Division with a copy of documents including a surety bond which demonstrate that it is financially qualified to carry out the activity for which its permit is required (Exhibit 11). While not directly applicable to this application, financial and corporate organizational information regarding WCA Waste Corporation (the parent company of WCA of High Point, LLC) including the voluminous 10-K and 10-Q reports may be accessed and obtained without charge from the U.S. Securities and Exchange Commission internet site at http://www.sec.gov/. Paper or electronic copies of these documents which comprise hundreds of pages will be provided upon request.

In accordance with N.C.G.S. § 130A-294(b2)(1) and § 130A-309.06(b), WCA of High Point, LLC hereby provides the Division with a copy of documents which demonstrate the history of compliance with the requirements applicable to the solid waste management activities in which it has engaged and the history of compliance with federal and state laws, regulations and rules for protection of the environment (Exhibit 12).

The information provided herein completes the LLCs' responses to the Division's August 25, 2006 request. Based upon the information provided herein and in my above mentioned letter of November 16, 2006, we respectfully request that the Division proceed with its review and issuance of permits for the Material Recovery, LLC, Material Reclamation, LLC, WCA Wake Transfer Station, LLC, and WCA of High Point, LLC solid waste management facilities.

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[1] When the February 21, 2005 franchise was initially approved by the High Point City Council, several clerical and/or ministerial errors caused the name of the franchise to be stated as "*WCA (Waste Corporation of America)*" instead of the correct name, WCA of North Carolina, L.P. At the time of the initial approval, WCA of North Carolina, L.P. had a "current-active" corporate status in North Carolina and maintained that status until December 27, 2005 (Exhibit 10). Thus, when the revised construction plan application for this facility was submitted to the Division in the spring of 2005, the franchise had been properly approved and issued. During the Division's protracted review process, a change in corporate structure resulted in the substitution of WCA of High Point, LLC for the subsequently canceled WCA of North Carolina, L.P. The franchise has now been corrected.

Please contact me if you have any questions or issues to discuss regarding this matter.

Sincerely,

Stephen R. Berlin

Enclosures

cc: Ms. Nancy Scott
Mr. J. Edward Menger

Elaine F. Marshall
Secretary

North Carolina
DEPARTMENT OF THE SECRETARY OF STATE
PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 12/18/2006

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## Corporation Names

| Name | Name Type |
|---|---|
| **NC** Material Reclamation, LLC | Legal |

## Limited Liability Company Information

| | |
|---|---|
| **SOSID:** | 0564821 |
| **Status:** | Current-Active |
| **Date Formed:** | 9/21/2000 |
| **Citizenship:** | Domestic |
| **State of Inc.:** | NC |
| **Duration:** | Perpetual |

## Registered Agent

| | |
|---|---|
| **Agent Name:** | Capitol Corporate Services, Inc. |
| **Registered Office Address:** | 120 Penmarc Drive, Suite 118<br>Raleigh NC 27603 |
| **Registered Mailing Address:** | 120 Penmarc Drive, Suite 118<br>Raleigh NC 27603 |
| **Principal Office Address:** | One Riverway, Suite 1400<br>Houston TX 77056 |
| **Principal Mailing Address:** | One Riverway, Suite 1400<br>Houston TX 77056 |

*For questions or comments about the North Carolina Secretary of State's web site, please send e-mail to* ***Webmaster.***

# LIMITED LIABILITY COMPANY ANNUAL REPORT

**SOSID: 0564821**
**Date Filed: 4/17/2006 11:31 AM**
**Elaine F. Marshall**
**North Carolina Secretary of State**

NAME OF LIMITED LIABILITY COMPANY: *Material Reclamation, LLC*

STATE OF INCORPORATION: *NC*

SECRETARY OF STATE L.L.C. ID NUMBER: *0564821* FEDERAL EMPLOYER ID NUMBER: *56-2216174*

NATURE OF BUSINESS: *Construction & Demolition Debris Reclamation*

---

REGISTERED AGENT: *Capitol Corporate Services, Inc.*

REGISTERED OFFICE MAILING ADDRESS: *120 Penmarc Drive, Suite 118*
*Raleigh, NC 27603*

REGISTERED OFFICE STREET ADDRESS: *120 Penmarc Drive, Suite 118*
*Raleigh, NC 27603 County: Wake*

---

PRINCIPAL OFFICE TELEPHONE NUMBER: *713-292-2400*

PRINCIPAL OFFICE MAILING ADDRESS: *One Riverway, Suite 1400*
*Houston, TX 77056*

PRINCIPAL OFFICE STREET ADDRESS: *One Riverway, Suite 1400*
*Houston, TX 77056*

---

MANAGERS/MEMBERS/ORGANIZERS:

*Wca Waste Systems, Inc.*
*Title: Member*
*One Riverway, Suite 1400*
*Houston, TX 77056*

*Tom J. Fatjo Jr.*
*Title: Manager*
*One Riverway, Suite 1400*
*Houston, TX 77056*

*Jerome M. Kruszka*
*Title: Manager*
*One Rivewrway, Suite 1400*
*Houston, TX 77056*

*Tom J. Fatjo III*
*Title: Manager*
*One Riverway, Suite 1400*
*Houston, TX 77056*

---

CERTIFICATION OF ANNUAL REPORT MUST BE COMPLETED BY ALL LIMITED LIABILITY COMPANIES

WCA Waste Systems, Inc. — 4/17/2006

FORM MUST BE SIGNED BY A MANAGER/MEMBER — DATE

WCA Waste Systems, Inc. — Manager/Member

TYPE OR PRINT NAME — TYPE OR PRINT TITLE

ANNUAL REPORT FEE: E-Paid Secretary of State • Corporations Division • Post Office Box 29525 • Raleigh, NC 27626-0525

BK011294PG01695

WAKE COUNTY, NC 610
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/01/2005 AT 13:49:26

BOOK:011294 PAGE:01695 - 01699

Instrument prepared by: L. James Blackwood, II, Coggin, Blackwood & Brannan
108 Commerce Place, Greensboro, N.C. 27401

Return to: Blanco Tackabery (GEM)
Combs & Matamoros, P.A.
P.O. Drawer 25008
Winston-Salem, N.C. 27114-5008

NORTH CAROLINA

WAKE COUNTY

# MEMORANDUM OF LEASE

D. H. GRIFFIN HOLDING CO., LLC, a North Carolina Limited Liability Company (hereinafter "Lessor") has leased to MATERIAL RECLAMATION, LLC, a North Carolina Limited Liability Company (hereinafter "Lessee"), for a term that began as of April 1, 2005 and is scheduled to continue thereafter for a term with renewals in the maximum amount of period ending March 31, 2010, premises consisting of 5,550 square feet of warehouse space located in that certain approximately 11,250 square foot storage building, together with access rights to same, located on a portion of the 19.153 acre parcel described as Tract 2 of that certain Deed to D. H. Griffin Holding Co. LLC recorded in Book 8750, Page 307, Wake County Public Registry which property owned by Lessor is further all of that property lying and being in St. Mary's Township, City of Raleigh, Wake County, North Carolina more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The provisions set forth in the written Short Form Industrial Lease Agreement between D. H. Griffin Holding Co., LLC as Lessor and Material Reclamation, LLC as Lessee dated 1st day of April, 2005 is hereby incorporated in this Memorandum of Lease as if herein fully set forth.

This Memorandum of Lease is being executed for the purposes of registering and recording said Short Form Industrial Lease Agreement upon the records of Wake County Public Registry pursuant to the provisions of North Carolina General Statutes §47-118.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF. the parties have executed this Memorandum this 1st dav of

IN WITNESS WHEREOF, the parties have executed this Memorandum this 1st day of April, 2005.

***LESSOR***:

**D. H. GRIFFIN HOLDING CO., LLC**

By: _____SEAL)
Manager

***LESSEE***:

**MATERIAL RECLAMATION, LLC**

By: _____(SEAL)
Manager

* * * * * *

NORTH CAROLINA

COUNTY OF Guilford

I, the undersigned Notary Public, do hereby certify that F. Norbert Hector, Jr., _____ personally came before me this day and acknowledged he is a Manager of D. H. Griffin Holding Co., LLC, and that, by authority duly given, the foregoing Memorandum of Lease was signed in its name by him as Manager.

WITNESS my hand and official seal this 1st day of April, 2005.

_____
Notary Public

My Commission Expires: 5/3/2005

BEVERLY A. SCHULTZ
NOTARY PUBLIC
GUILFORD COUNTY, NC

BK011294PG01697

NORTH CAROLINA

Guilford COUNTY
Guilford COUNTY

I, the undersigned Notary Public, do hereby certify that F. Norbert Hector, Jr. personally came before me this day and acknowledged he is a Manager of Material Reclamation, LLC, and that, by authority duly given, the foregoing Memorandum of Lease was signed in its name by him as Manager.

WITNESS my hand and official seal this 1st day of April, 2005.

Notary Public

My Commission Expires:
5/3/2005

BEVERLY A. SCHULTZ
NOTARY PUBLIC
GUILFORD COUNTY, NC

BK011294PG01698

# EXHIBIT A

## DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY

ALL of that property lying and being in the City of Raleigh, St. Mary's Township, Wake County, North Carolina more particularly described as follows:

BEGINNING at a point in the center of Garner Road, said point being an extension of the northern right of way of Raleigh View Road and runs thence with the northern right of way of Raleigh View Road South 88° 27' 00" West 730.00 ft. to a point; thence South 02° 03' 00" East 18.00 ft. to a point; thence South 88° 27' 00" West 226.00 ft. to an iron stake at the end of the Raleigh View Road; thence South 02° 03' 00" East 30.00 ft. to an iron stake in the southern right-of-way of Raleigh View Road; thence North 88° 27' 00" East 226.00 ft. to a point; thence South 02° 03' 00" East 170.00 ft. to an iron stake in the northern boundary line of the property now or formerly owned by Marjan, Ltd., as described in Deed recorded in Book 2397, Page 667, Wake County Public Registry; thence with the northern boundary line of the property now or formerly owned by Marjan, Ltd., South 88° 27' 00" West 951.60 ft. to the center line of the Southern Railroad right-of-way; thence with the center line of said Southern Railroad North 31° 00' 00" 0East 796.67 ft. to a point in the center of said railroad; thence South 89° 59' 36" East 834.75 ft. to an iron stake; thence North 00° 00' 24" East 85.00 ft. to an iron stake; thence North 87° 57' 00" East 409.79 ft. to a point in the center of the Garner Road; thence with the center of said Garner Road South 02° 03' 00" East 519.43 ft. to the point of beginning and containing 19.153 acres more or less.

And being the identical property conveyed to the party of the first part by deed duly recorded in Book 1768, Page 287, Wake County Registry.

The above described property is subject to rights-of-way, easements and restrictions of record if any.

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BOOK:011294 PAGE:01695 - 01699

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WAKE COUNTY NORTH CAROLINA

**Wake County Register of Deeds**
**Laura M. Riddick**
**Register of Deeds**

**North Carolina – Wake County**

The foregoing certificate 5 of Beverly A Schultz

_____ Notary(ies) Public 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.

Laura M. Riddick, Register of Deeds

By: Janet Morgan
Assistant/Deputy Register of Deeds

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_____ # of Time Stamps Needed

**This Document**
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5 # of Pages

22.004-7/11/03

BK008750PG00307

Wake County,NC 259
Laura M Riddick, Register Of Deeds
Presented & Recorded 12/05/2000 12:35:09
Book : 008750 Page : 00307 - 00308

Mail to.

This Deed drawn by L. James Blackwood, II, COGGIN, BLACKWOOD & BRANNAN, Attorneys at Law, 108 Commerce Place, Greensboro, North Carolina 27401.

No Taxable Consideration

Permanent Address of Grantee: 421 Raleigh View Road, Raleigh, NC 27610

Tax ID# 0038262 and Tax ID# 0023150

NORTH CAROLINA

DEED

GUILFORD COUNTY

THIS DEED, made this 4 day of December, 2000, by and between D. H. GRIFFIN CONSTRUCTION CO., LLC, a North Carolina Limited Liability Company, Grantor, to D. H. GRIFFIN HOLDING CO., LLC, a North Carolina Limited Liability Company, Grantee.

WITNESSETH:

That the Grantor, for a valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in the City of Raleigh, St. Mary's Township, Wake County, North Carolina, more particularly described as follows:

TRACT 1.

BEGINNING at a point on the Raleigh-Smithfield Highway at the Northeast corner of a tract heretofore sold to J. A. Brooks and running thence South 88° 10' West 1652 feet to a stake in the J. R. Parker line; thence with the J. R. Parker line North 61° West 199 feet to an iron pipe in the center of the Southern Railroad right-of-way; thence North 30° East 239 feet to a point in the center of the said right-of-way; thence North 88° 10' East 1689 feet to a point in the Raleigh-Smithfield Highway; thence South 1° East 300 feet to the point of BEGINNING, and containing 12.4 acres according to a map of W. L. Nevins land made by Harry Tucker, C.E., December, 1935, which map is recorded in the office of the Register of Deeds of Wake County in Book of Maps 1935 at Page 104. This is also the same plot of land sold to Robert Earl Crew and wife by W. R. Dorsett on September 1, 1943, and recorded in Book 898 at Page 62 in the Wake County Registry.

TRACT 2.

BEGINNING at a point in the center of Garner Road, said point being an extension of the northern right of way of Raleigh View Road and runs thence with the northern right of way of Raleigh View Road South 88° 27' 00" West 730.00 ft. to a point; thence South 02° 03' 00" East 18.00 ft. to a point; thence South 88° 27' 00" West 226.00 ft. to an iron stake at the end of the Raleigh View Road; thence South 02° 03' 00" East 30.00 ft. to an iron stake in the southern right-of-way of Raleigh View Road; thence North 88° 27' 00" East 226.00 ft. to a point; thence South 02° 03' 00" East 170.00 ft. to an iron stake in the northern boundary line of the property now or formerly owned by Marjan, Ltd., as described in Deed recorded in Book 2397, Page 667, Wake County Public Registry; thence with the northern boundary line of the property now or formerly owned by Marjan, Ltd., South 88° 27' 00" West 951.60 ft. to the center line of the Southern Railroad right-of-way; thence with the center line of said Southern Railroad North 31° 00' 00" East 796.67 ft. to a point in the center of said

railroad; thence South 89° 59' 36" East 834.75 ft. to an iron stake; thence North 00° 00' 24" East 85.00 ft. to an iron stake; thence North 87° 57' 00" East 409.79 ft. to a point in the center of the Garner Road; thence with the center of said Garner Road South 02° 03' 00" East 519.43 ft. to the point of beginning and containing 19.153 acres more or less.
And being the identical property conveyed to Grantor's predecessor in title by deed duly recorded in Book 1768, Page 287, Wake County Registry.

This conveyance is made subject to restrictions and easements of record, if any, and to 2000 Wake County ad valorem taxes.

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, his heirs, and/or successors and assigns forever.

And the Grantor covenants that it 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 above stated, if any), and that it will warrant and defend the said title to the same against the lawful claims of all person whomsoever.

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, a Limited Liability Company, has caused this instrument to be executed in its appropriate company name by its duly authorized Manager and has adopted as its seal the word (SEAL) appearing at or beside its name and his signature, this sealed instrument being executed and delivered on the date and year first above written.

D. H. GRIFFIN CONSTRUCTION CO., LLC

By: _____ (SEAL)
Manager

By: _____ (SEAL)
Manager

By: _____ (SEAL)
Manager

* * * * *

NORTH CAROLINA

GUILFORD COUNTY

I the undersigned Notary Public, do hereby certify that D. H. GRIFFIN, SR., DAVID H. GRIFFIN, JR., and F. NORBERT HECTOR, JR., who are all of the Managers, personally came before me this day and acknowledged that they are the sole Managers of D. H. GRIFFIN CONSTRUCTION CO., LLC, a North Carolina Limited Liability Company, and that by authority duly given and act of the limited liability company, the foregoing Deed was signed in its name by them as Managers.

WITNESS my hand and notarial seal this 4th day of December, 2000.

_____
Notary Public

My commission expires: June 30, 2001

LUANN C. SIZEMORE NOTARY PUBLIC GUILFORD COUNTY, N.C.

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Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008750 Page : 00307 - 00309

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**Please retain with original document and submit for rerecording.**

**Wake County Register of Deeds**
**Laura M. Riddick**
**Register of Deeds**

**North Carolina - Wake County**

The foregoing certificate___ of Luann C. Sizemore

_____

_____

_____

_____

_____ Notary(ies) Public 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.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

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3 # of Pages

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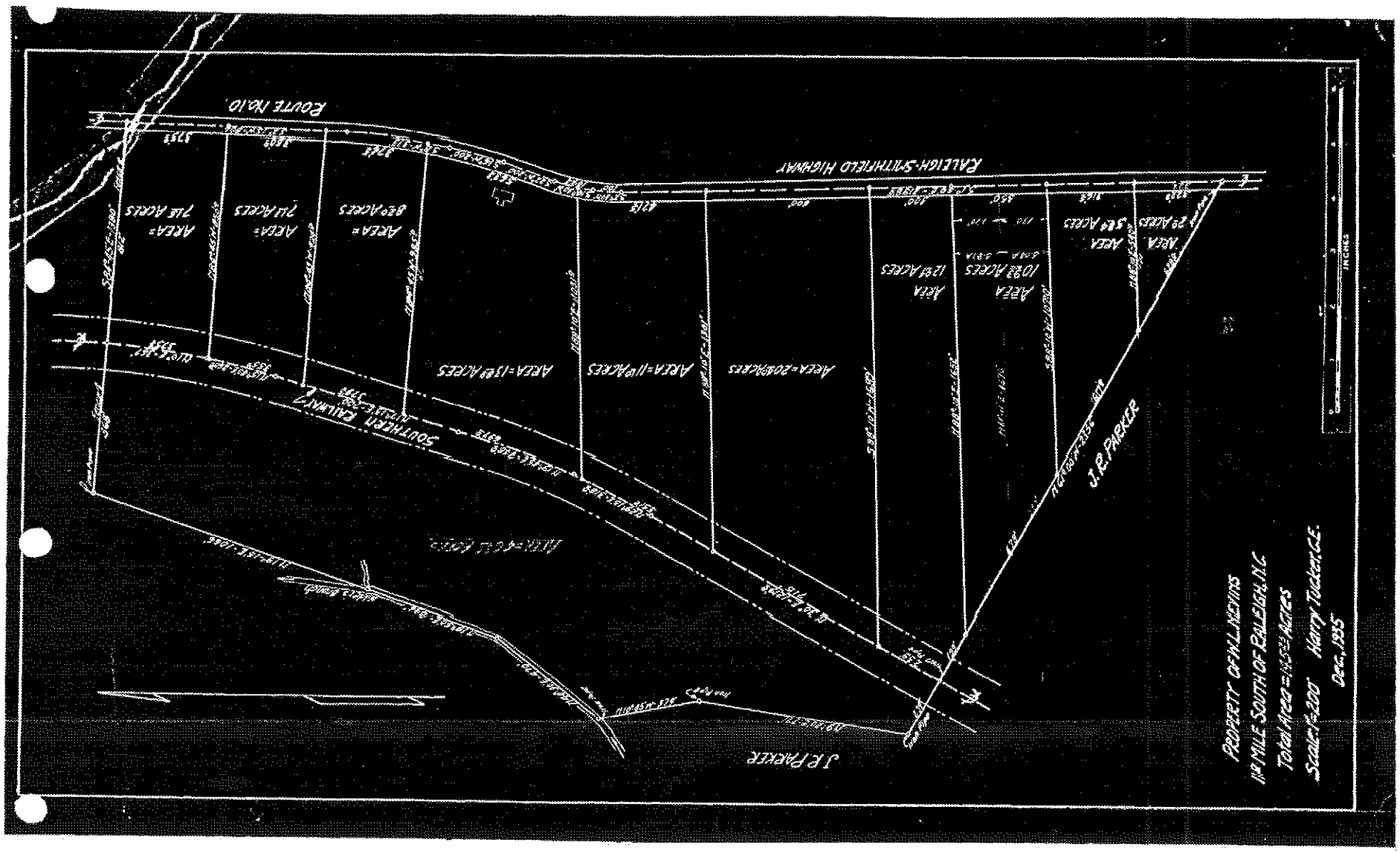


Book 1935 page 104

BK011294PG01690

WAKE COUNTY, NC 607
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/01/2005 AT 13:49:26

BOOK:011294 PAGE:01690 - 01694

Instrument prepared by: L. James Blackwood, II, Coggin, Blackwood & Brannan
108 Commerce Place, Greensboro, N.C. 27401
Returned: Blanco Tackabery (CEH)
Combs & Matamoros, P.A.
P.O. Drawer 25008
Winston-Salem, N.C. 27114-5008

NORTH CAROLINA

MEMORANDUM OF LEASE

WAKE COUNTY

D. H. GRIFFIN HOLDING CO., LLC, a North Carolina Limited Liability Company and D. H. GRIFFIN CONSTRUCTION CO., LLC, a North Carolina Limited Liability Company (hereafter collectively "Lessor"), has leased to MATERIAL RECLAMATION, LLC, a North Carolina Limited Liability Company (hereinafter "Lessee"), for a term that began as of April 1, 2001 and is scheduled to continue thereafter for a term with renewals in the maximum amount of period ending February 28, 2032, premises consisting of approximately 10.853 acres located on a portion of property generally known as 421 Raleigh View Road, Raleigh, North Carolina, and being all of that property conveyed by Deed to D. H. Griffin Construction Co., LLC by Deed recorded in Book 8711, Page 1822, Wake County Public Registry, and further being a portion of the 19.153 acre parcel described as Tract 2 of that certain Deed to D. H. Griffin Holding Co., LLC recorded in Book 8750, Page 307, Wake County Public Registry, said Leased Premises being further all that property lying and being in St. Mary's Township, City of Raleigh, Wake County, North Carolina more particularly described as follows:

BEGINNING at a rebar set in the western right-of-way line of Garner Road (S.R. 1004 60 foot public right-of-way), said beginning point further being the northeast corner of that property conveyed to D. H. Griffin Construction Co., LLC by Deed recorded in Book 8711, Page 1822, Wake County Public Registry and further being the southeastern corner of the property now or formerly owned by Goldsboro Iron & Metal Company as described in Deed recorded in Book 8516, Page 896, Wake County Public Registry; thence from said beginning point along the western right-of-way line of Garner Road South 05° 46' 30" East 21.39 feet; thence continuing with the western right-of-way of line Garner Road South 83° 2' 30" West 15.22 feet to a

point; thence continuing with the western right-of-way line of Garner Road South 5° 44' 27" East 42.0 feet to a point in the western right-of-way line of Garner Road; thence leaving the western right-of-way line of Garner Road South 80° 3' 29" West 168.06 feet to a point; thence South 50° 56' 20" West 255.56 feet to a point; thence South 85° 59' 46" West 372.29 feet to a point; thence South 4° 0' 14" East 144.14 feet to a point; thence South 29° 30' 47" West 491.75 feet to a point in the northern boundary of the property now or formerly owned by D. H. Griffin as described in Plat recorded in BM1995, Page 1232, Wake County Public Registry; thence with the northern boundary of said property South 84° 48' 29" West 475.40 feet to a point, the same being on the southeastern right-of-way line of the 200 foot right-of-way for Norfolk Southern Railroad Track; thence along the southeastern right-of-way line of Norfolk Southern Railroad Track North 27° 16' 51" East 933.09 feet to a point, the same being in the northern boundary of the property owned by D. H. Griffin Construction Co., LLC as described in Deed recorded in Book 8711, Page 1822, Wake County Public Registry, and further being the southern boundary of the property now or formerly owned by Goldsboro Iron & Metal Company as described in Deed recorded in Book 8516, Page 896, Wake County Public Registry; thence with the northern boundary of the property of D. H. Griffin Construction Co., LLC and the southern boundary of the property now or formerly owned by Goldsboro Iron & Metal Company North 86° 17' 31" East 645.26 feet; thence continuing along the northern boundary of the property of D. H. Griffin Construction Co., LLC and the southern boundary of the property now or formerly owned by Goldsboro Iron & Metal Company North 86° 15' 55" East 378.95 feet to the point and place of beginning, containing approximately 10.852 acres more or less and being in accordance with survey dated January 12, 2005 prepared by Anthony S. DiBona, PLS.

The provisions set forth in a written Ground Lease Agreement between D. H. Griffin Holding Co., LLC as Lessor and Material Reclamation, LLC as Lessee dated the 5th day of April, 2001 and as amended by First Amendment to Ground Lease Agreement entered into by D. H. Griffin Holding Co., LLC and D. H. Griffin Construction Co., LLC, together collectively Lessor and Material Reclamation, LLC as Lessee dated January 14, 2005 are hereby incorporated in this Memorandum of Lease as if herein fully set forth.

This Memorandum of Lease is being executed for the purposes of registering and recording said Ground Lease Agreement as amended by said First Amendment to Ground Lease Agreement upon the records of Wake County Public Registry, all pursuant to the provisions of North Carolina General Statute §47-118.

This Memorandum of Lease is further intended to and does hereby modify and supercede that certain Memorandum of Lease dated April 5, 2001 and recorded on May 17, 2001, in Book 8923, Page 514, Wake County Public Registry.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum this 1st day of April, 2005.

***LESSOR***:

**D. H. GRIFFIN HOLDING CO., LLC**

By: _____SEAL)
Manager

***LESSOR***:

**D. H. GRIFFIN CONSTRUCTION CO., LLC**

By: _____SEAL)
Manager

***LESSEE***:

**MATERIAL RECLAMATION, LLC**

By: _____(SEAL)
Manager

* * * * * *

NORTH CAROLINA

COUNTY OF Guilford

I, the undersigned Notary Public, do hereby certify that F. Norbert Hector, Jr., _____ personally came before me this day and acknowledged he is a Manager of D. H. Griffin Holding Co., LLC, and that, by authority duly given, the foregoing Memorandum of Lease was signed in its name by him as Manager.

WITNESS my hand and official seal this 1st day of April, 2005.

BEVERLY A. SCHULTZ
NOTARY PUBLIC
GUILFORD COUNTY, NC

_____
Notary Public

My Commission Expires: 5/3/2005

BK011294PG01693

NORTH CAROLINA

NORTH CAROLINA

COUNTY OF Guilford

I, the undersigned Notary Public, do hereby certify that F. Norbert Hector, Jr., personally came before me this day and acknowledged he is a Manager of D. H. Griffin Construction Co., LLC, and that, by authority duly given, the foregoing Memorandum of Lease was signed in its name by him as Manager.

WITNESS my hand and official seal this 1st day of April, 2005.

Notary Public

My Commission Expires:
5/3/2005

BEVERLY A. SCHULTZ
NOTARY PUBLIC
GUILFORD COUNTY, NC

* * * * * *

NORTH CAROLINA

Guilford COUNTY

I, the undersigned Notary Public, do hereby certify that F. Norbert Hector, Jr. personally came before me this day and acknowledged he is a Manager of Material Reclamation, LLC, and that, by authority duly given, the foregoing Memorandum of Lease was signed in its name by him as Manager.

WITNESS my hand and official seal this 1st day of April, 2005.

Notary Public

My Commission Expires:
5/3/2005

BEVERLY A. SCHULTZ
NOTARY PUBLIC
GUILFORD COUNTY, NC

BK011294PG01694

BOOK:011294 PAGE:01690 - 01694

**Yellow probate sheet is a vital part of your recorded document.**
**Please retain with original document and submit for rerecording.**

**Wake County Register of Deeds**
**Laura M. Riddick**
**Register of Deeds**

**North Carolina – Wake County**

The foregoing certificate___ of Beverly A Schultz

_____

_____

_____

_____

_____ Notary(ies) Public 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.

Laura M. Riddick, Register of Deeds
By: Janet Morgan
Assistant/Deputy Register of Deeds

**This Customer Group**
_____ # of Time Stamps Needed

**This Document**
_____ New Time Stamp
5 # of Pages

22.004-7/11/03

BK008711PG01822

ID# out of 0096762
~~+ ID# out of ...~~
Rev 220.00

*The attorneys preparing this instrument have made no record search or title examination of the property description herein, and express no opinion with respect thereto, unless contained in a separate written certificate.*

NORTH CAROLINA

WAKE COUNTY

Wake County,NC 36
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/18/2000 09:25:03
State Of NC Real Estate Excise Tax : $220
Book : 008711 Page : 01822 - 01825

THIS DEED made this the 12th day of October, 2000, by and between GOLDSBORO IRON & METAL COMPANY, INC., a North Carolina corporation, party of the first part, and D. H. GRIFFIN CONSTRUCTION CO., LLC, a North Carolina limited liability company, party of the second part;

Raleigh View Dr. Raleigh NC 27610

WITNESSETH

That the party of the first part in consideration of One Hundred Dollars ($100.00) and other valuable considerations to it in hand paid by the 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 to the party of the second part, and its successors and assigns, that certain lot or parcel of land situated in St. Mary's Township, Wake County, North Carolina, and bounded and described as follows:

> Commencing at the northwestern intersectional corner of Raleigh View Road and Garner Road; and runs thence with the western right of way of Garner Road N 2° 03' 00" W 519.16 feet to an iron stake in the western right of way of Garner Road the POINT OF BEGINNING; and runs thence from the said POINT OF BEGINNING S 87° 57' 00" W 379.79 feet to an iron stake; and runs thence S 0°00' 24" W 85.00 feet to an iron stake; and runs thence N 89° 59' 36" W 30.00 feet to an iron stake; thence continuing along said line N 89° 59' 36" W 237.48 feet to an iron stake; thence continuing N 89° 59' 36" W along said line 495.08 feet to an iron stake; thence continuing N 89° 59' 36" W along said line 72.19 feet to the center of Southern Railroad; thence with the center of said railroad N 31° 00' 02" E 139.99 feet; thence S 89° 59' 36" E 87.38 feet to an iron stake; thence continuing

*PREPARED BY: W. Harrell Everett, Jr.*
*Everett, Womble, Finan & Lawrence, LLP, Attorneys at Law*
*Post Office Drawer 10809, Goldsboro, NC 27532*

Mail

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S 89° 59' 36" E along said line 407.80 feet to an iron stake; thence continuing S 89° 59' 36" E along said line 267.48 feet to an iron stake; thence continuing S 89° 59' 36" E along said line 378.78 feet to an iron stake in the western right of way of Garner Road; thence with said right of way S 2° 03' 00" E 21.38 feet to the POINT OF BEGINNING; said described tract containing 2.446 acres, more or less.

And being a portion of the property conveyed to K & L Scrap Service, Inc., by deed duly recorded in Book 1768, Page 287, Wake County Registry. K & L Scrap Service, Inc., was merged into Goldsboro Iron & Metal Company, Inc.

This conveyance is made subject to restrictions and easements of record, if any. The 2000 Wake County ad valorem taxes are to be paid by the party of the first part.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging unto the party of the second part, and its successors and assigns, in fee simple forever.

And the party of the first part, for itself and its personal representatives and assigns, covenants to and with the party of the second part, its successors and assigns, that it is the owner and is seized of said premises in fee simple; that it has the right to convey the same in fee simple; that the same are free and clear from all encumbrances; and that it will forever warrant and defend title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has caused this instrument to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all by authority duly given, this the day and year first above written.

GOLDSBORO IRON & METAL COMPANY, INC.

BY: _____ (SEAL)
VICE President

(CORPORATE SEAL)

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STATE OF NORTH CAROLINA

COUNTY OF WAYNE

This the 18th day of October, 2000, personally came before me, Gloria B. Braxton, a Notary Public in and for the aforesaid State and County, James E. Trammell, who being by me duly sworn, says that he is the President of Goldsboro Iron & Metal Company, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by his/her as President.

WITNESS my hand and notarial seal, this the 18th day of October, 2000.

GLORIA B. BRAXTON NOTARY PUBLIC WAYNE COUNTY, NC

Gloria B. Braxton
Notary Public

My Commission Expires: 1-17-2001

BK008711PG01825

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008711 Page : 01822 - 01825

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**Please retain with original document and submit for rerecording.**

**Wake County Register of Deeds**
**Laura M. Riddick**
**Register of Deeds**

**North Carolina - Wake County**

The foregoing certificate___ of Olivia B. Brannon

_____

_____

_____

_____

_____ Notary(ies) Public 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.

Laura M. Riddick, Register of Deeds

By: K. Anne Redd

Assistant/~~Deputy~~ Register of Deeds

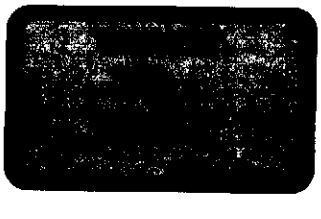
**This Customer Group**
_____ # of Time Stamps Needed

**This Document**
_____ New Time Stamp
__4__ # of Pages

# MATERIAL RECLAMATION, LLC

# REVISED
# PERMIT MODIFICATION
# OPERATIONS PLAN

# SEE
# ACCOMPANYING
# NOTEBOOK



# Performance Bond

| | |
|---|---|
| Date Bond Executed: | November 20, 2006 |
| Effective Date: | November 20, 2006 |
| Principal: | Material Reclamation, LLC<br>421 Raleigh View Road<br>Raleigh, NC 27870 |
| Type of Organization: | Limited Liability Corporation |
| State of Incorporation: | North Carolina |
| Surety(ies): | Ohio Indemnity Company<br>6140 Parkland Boulevard, Suite 300<br>Cleveland, Ohio 44124 |
| Permit Number: | |
| Name and Location: | Material Reclamation, LLC<br>421 Raleigh View Road<br>Raleigh, NC 27870 |
| Closure Amount: | $430,455.00 |
| Post-Closure Amount: | $-00- |
| Total Penal Sum of Bond: | $430,455.00 |
| Surety's Bond Number: | 300380 |

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Division of Solid Waste Management (hereinafter called Division), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum ``jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Solid Waste Management Rule .0201 as amended, to have a permit in order to own or operate each solid waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure, post-closure care, or corrective action as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform corrective action of each facility for which this bond guarantees corrective action, in accordance with the corrective action program and other requirements of the permit, as such program and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance and obtain the Division's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Division from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Division that the Principal has been found in violation of the closure requirements for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the Division.

Upon notification by the Division that the Principal has been found in violation of the post-closure requirements for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the Division.

Upon notification by the Division that the Principal has been found in violation of the correction action requirements for a facility for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the corrective action program and other permit requirements or place the corrective action amount guaranteed for the facility into the standby trust fund as directed by the Division.

Upon notification by the Division that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Division during the 90 days following receipt by both the Principal and the Division of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Division.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the Secretary, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Division, as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Secretary.

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in Paragraph (e)(2)(C) of this Rule as was constituted on the date this bond was executed.

Principal: **Material Reclamation, LLC**

By: _____ VP

(Corporate Seal)

Surety: **Ohio Indemnity Company**

By: _____
Nicole Skedel, Attorney-In-Fact

(Corporate Seal)

State of incorporation: Ohio

Liability limit: $430,455.00

Bond premium: $10,735.00

# Ohio Indemnity Company
## Columbus, Ohio 43215
## POWER OF ATTORNEY

PRINCIPAL Material Reclamation, LLC EFFECTIVE DATE November 20, 2006

CONTRACT AMOUNT _____ AMOUNT OF BOND $ 430,455.00

POWER NO. 300380

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 Broad Street, 10th Floor, Columbus, Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint Kathleen P. Price, Patricia A. Temple, Nicole Skedel, Kathy Goe, Maria Jackson and Daniel J. Clark as its true and lawful Attorney-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Four Million Dollars ($4,000,000).

IN WITNESS WHEREOF, Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officer this 20th day of January, 2005.

SEAL: OHIO INDEMNITY COMPANY

(Corporate Seal)

By: _____
John S. Sokol, President

Notary Public)
State of Ohio) SS:

On this 20th day of January, 2005, before the subscriber, a Notary Public in and for this County and State, personally appeared John S. Sokol, to me personally known to be the individual and officer described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that he is the President of Ohio Indemnity Company, and that the seal affixed to the preceding instrument is the corporate seal of said corporation, and the said corporate seal and signature as said officer were duly affixed and subscribed to the said instrument by the authority and direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

(Notary Seal)

_____
Notary Public State of Ohio
Commission expires: 01-27-08

SUSAN L. BERRY
Notary Public, State of Ohio
My Commission Expires

NOTARY PUBLIC STATE OF OHIO

State of Ohio) SS:

I, the undersigned, Secretary of Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed this 20th day of November 2006

(Corporate Seal)

_____
Matt Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.

# STATE OF NORTH CAROLINA DEPARTMENT OF INSURANCE

## LICENSE

NUMBER: 2971

Initial Effective Date: November 27, 1989

Ohio Indemnity Company

an Insurance Company Domiciled in Ohio

Ohio Indemnity Company has complied with the necessary requirements pursuant to Chapter 58 of the North Carolina General Statutes to transact, subject to all provisions of the laws of this State, the following kinds of insurance as defined in N.C.G.S. 58-7-15:

| | | | | | | |
|---|---|---|---|---|---|---|
| 04 | 12a | 13a | 14a | 16 | 19a | 19b |
| 19c | 19d | 19e | 20a | | | |

This license shall continue in force and in effect, subject to timely payment of the annual license continuation fee in accordance with N.C.G.S 58-6-7 and subject to any other applicable provision of the insurance laws of this state.

James E. Long

Commissioner of Insurance

# OHIO INDEMNITY COMPANY

## OHIO INDEMNITY COMPANY

Certificate

**2005**

The following financial information was excerpted from the Statutory Annual Statement filed by Ohio Indemnity Company with the Ohio Department of Insurance on March 1, 2006:

### STATEMENT OF INCOME

| | |
|---|---|
| Direct Written Premium | $ 56,013,503 |
| Reinsurance Assumed | 3,580,422 |
| Reinsurance Ceded | (7,396,438) |
| Net Written Premium | 52,197,487 |
| Changed in Unearned | (480,542) |
| Net Earned Premium | 51,716,945 |
| Losses and LAE Incurred | 24,053,748 |
| Other Underwriting Expenses | 27,061,953 |
| Underwriting Gain | 601,244 |
| Net Investment Gain | 3,903,783 |
| Other Income | 812,501 |
| Income Before Federal Income Tax | 5,317,528 |
| Federal Income Tax (Benefit) | (463,275) |
| **Net Income** | **$ 5,780,803** |

### BALANCE SHEET

| | |
|---|---|
| Assets | |
| Cash and Invested Assets | $ 98,552,719 |
| Accrued Investment Income | 1,128,104 |
| Uncollected Premium and Agents' Balances | 5,021,591 |
| Reinsurance Recoverable | 470,195 |
| Net Deferred Tax Asset | 2,765,893 |
| Other Assets | 524,254 |
| **Total Assets** | **$108,462,756** |
| Liabilities and Surplus | |
| Loss and LAE Reserves | $ 13,740,425 |
| Reinsurance Payable | 12,798,950 |
| Commissions Payable | 2,885,831 |
| Unearned Premium | 34,072,409 |
| Other Liabilities | 10,182,404 |
| **Total Liabilities** | **73,680,019** |
| Surplus | 34,782,737 |
| **Total Liabilities and Surplus** | **$108,462,756** |

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Ohio Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2005.

Matthew C. Nolan, CFO

250 East Broad Street
Tenth Floor
Columbus, OH 43215-3708
(614) 228-2800 • (800) 628-8581
www.ohioindemnity.com

NCDENR
North Carolina Department of Environment and Natural Resources

# FACILITY COMPLIANCE AUDIT REPORT
## Division of Waste Management
## Solid Waste Section

| UNIT TYPE: | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Lined MSWLF | | LCID | | YW | | Transfer | | Compost | | SLAS | |
| Closed MSWLF | | HHW | | White goods | | Incin | | T&P | X | FIRM | |
| CDLF | | Tire T&P / Collection | | Tire Monofill | | Industrial Landfill | | DEMO | | SDTF | |

COUNTY: Wake
PERMIT NO.: 92-24
FILE TYPE: COMPLIANCE

Date of Audit: June 8, 2006 Date of Last Audit: October 5, 2005

**FACILITY NAME AND ADDRESS:**
Material ~~Recovery, LLC~~ Reclamation
421 Raleigh View Road
Raleigh, North Carolina 27610

**GPS COORDINATES:** **Unavailable**

**FACILITY CONTACT NAME AND PHONE NUMBER:**
Dennis Gehle, General Manager
(919)-838-6973

**FACILITY CONTACT ADDRESS:**
Dennis Gehle, General Manager
Waste Corporation America
421 Raleighview Road
Raleigh, North Carolina 27610

**AUDIT PARTICIPANTS:**
Dennis E. Shackelford, NCDENR - Solid Waste Section
Dennis Gehle, General Manager
Wilbert Carter, Certified Landfill Manager
Carlos Saroia, Operations Manager

**STATUS OF PERMIT:**
Permit to Construct issued July 24, 2000
Permit to Operate issued December 6, 2000
Modified Permit To Operate issued February 21, 2005 **(expiration for review February 20, 2007)**

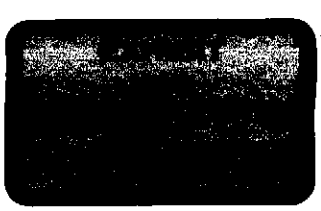
**PURPOSE OF AUDIT:**
Comprehensive Audit

**NOTICE OF VIOLATIONS:**

None

You are hereby advised that, pursuant to N.C.G.S. 130A-22, an administrative penalty of up to $5,000 per day may be assessed for eac violation of the Solid Waste Statute or Regulations. If the violation(s) noted here continue, you may be subject to enforcement actior including penalties, injunction from operation of a solid waste management facility or a solid waste collection service and any suc further relief as may be necessary to achieve compliance with the North Carolina Solid Waste Management Act and Rules.

**STATUS OF PAST NOTED VIOLATIONS:**
None



**OTHER COMMENTS /SUGGESTIONS:**

1. The permit and operations plan were reviewed.
2. The waste screening records were reviewed and are being done on more than 1% of the waste. Note on unacceptable waste types should be noted on the form.
3. The Certified Operator is Carlos Sarria, expires November 18, 2008.
   I would strongly recommend that another certified person be available at the facility in the event the Mr. Sarria becomes unavailable.
4. The amount of stockpiles material appears to be less than 3500 tons.
5. The stockpiled material must be maintained over the tipping floor. There was a small area of waste that was off the pad. Corrective actions need to be underway to address this issue on a daily basis.
6. Tires being pulled from the waste stream need to be covered upon receipt with a water-shedding device or placed into a covered trailer until removed from the facility.
7. Quarterly reports are being submitted as required by permit.
8. Fire extinguishers were available for fire suppression and all read a full charge.
9. The waste type being accepted at the facility is according to permit.
10. The facility is being managed well.

Please contact me if you have any questions or concerns regarding this audit report.

Dennis E. Shackelford
Waste Management Specialist
Solid Waste Section
***Regional Representative***

Phone: (910)-433-3349

| | | | | | | |
|---|---|---|---|---|---|---|
| **Delivered on: July 11, 2006 by:** | | **Hand delivery** | **X** | **US Mail** | | **Certified No.** |

**Cc: Mark Poindexter, Field Operations Branch Head**
**John Crowder, Eastern District Supervisor**

2006096637
GUILFORD CO, NC FEE $12.00
PRESENTED & RECORDED:
10-05-2006 02:05:10 PM
JEFF L. THIGPEN
REGISTER OF DEEDS
BY: GEORGE C GLASER
DEPUTY

BK: R 6611
PG: 2456-2456

# North Carolina Department of The Secretary of State

## CERTIFICATE OF NAME CHANGE

**I, ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that on the 4th day of April, 2005, articles duly executed by the proper officer to change the company name of the limited liability company named below, were filed in this office:

Name at time of submission of name change amendment:

**MRR OF HIGH POINT, LLC**

**Name Change To**

**WCA OF HIGH POINT, LLC**

**I FURTHER CERTIFY** that this certificate is in compliance with North Carolina General Statutes 55D-26 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the former name of the limited liability company appearing in the "Grantor" index and the amended name of the limited liability company appearing in the "Grantee" index.

Return to: Kilpatrick Stockton LLP
1001 West Fourth Street
Winston-Salem, NC 27101

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 26th day of September, 2006

Elaine F. Marshall

**Secretary of State**

Certification# 86016347-1 Reference# 8363388-db Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

Elaine F. Marshall
Secretary

North Carolina
DEPARTMENT OF THE SECRETARY OF STATE
PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Corporations
•Corporations Home
•Important Notice
•Corporations FAQ
•Tobacco Manufacturers
•Dissolution Reports
•Non-Profit Reports
•Verify Certification
•Online Annual Reports
•KBBE B2B Annual Reports
Links
•Secretary Of State Home
•Register for E-Procurement
•Dept. of Revenue
•SOSID Number Correction
Legislation
•1999 Senate Bills
•2001 Bill Summaries
•Annual Reports 1997
•Corporations 1997
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•By Corporate Name
•For New Corporation
•By Registered Agent
Online Orders
•Start An Order
•New Payment Procedures
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•Secretary of State's web site
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Page (This Window)

Date: 12/18/2006

Click here to:

**View Document Filings** |
**Print apre-populated Annual Report Form | Annual Report Count | File an Annual Report |**

## Corporation Names

| Name | Name Type |
|---|---|
| **NC** WCA of High Point, LLC | Legal |
| **NC** MRR of High Point, LLC | Prev Legal |

## Limited Liability Company Information

| | |
|---|---|
| **SOSID:** | 0591270 |
| **Status:** | Current-Active |
| **Date Formed:** | 5/15/2001 |
| **Citizenship:** | Domestic |
| **State of Inc.:** | NC |
| **Duration:** | Perpetual |

## Registered Agent

| | |
|---|---|
| **Agent Name:** | Hector Jr, F. Norbert |
| **Registered Office Address:** | 120 Penmarc Drive, Suite 118<br>Raleigh NC 27603 |
| **Registered Mailing Address:** | 120 Penmarc Drive, Suite 118<br>Raleigh NC 27603 |
| **Principal Office Address:** | One Riverway, Suite 1400<br>Houston TX 77056 |
| **Principal Mailing Address:** | One Riverway, Suite 1400<br>Houston TX 77056 |

*For questions or comments about the North Carolina Secretary of State's web site, please send e-mail to* ***Webmaster.***

# LIMITED LIABILITY COMPANY ANNUAL REPORT

**SOSID: 0591270**
**Date Filed: 4/17/2006 12:25 PM**
**Elaine F. Marshall**
**North Carolina Secretary of State**

NAME OF LIMITED LIABILITY COMPANY: *Wca of High Point, LLC*

STATE OF INCORPORATION: *NC*

SECRETARY OF STATE L.L.C. ID NUMBER: *0591270* FEDERAL EMPLOYER ID NUMBER: *56-2253463*

NATURE OF BUSINESS: *Reclamation and Landfill*

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REGISTERED AGENT: *Hector Jr, F. Norbert*

REGISTERED OFFICE MAILING ADDRESS: *120 Penmarc Drive, Suite 118*
*Raleigh, NC 27603*

REGISTERED OFFICE STREET ADDRESS: *120 Penmarc Drive, Suite 118*
*Raleigh, NC 27603 County: Wake*

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PRINCIPAL OFFICE TELEPHONE NUMBER: *713-292-2400*

PRINCIPAL OFFICE MAILING ADDRESS: *One Riverway, Suite 1400*
*Houston, TX 77056*

PRINCIPAL OFFICE STREET ADDRESS: *One Riverway, Suite 1400*
*Houston, TX 77056*

---

MANAGERS/MEMBERS/ORGANIZERS:

*Wca Waste Systems, Inc.*
*Title: Member*
*One Riverway, Suite 1400*
*Houston, TX 77056*

*Tom J. Fatjo Jr.*
*Title: Manager*
*One Riverway, Suite 1400*
*Houston, TX 77056*

*Jerome M. Kruszka*
*Title: Manager*
*One Riverway, Suite 1400*
*Houston, TX 77056*

*Tom J. Fatjo III*
*Title: Manager*
*One Riverway, Suite 1400*
*Houston, TX 77056*

---

CERTIFICATION OF ANNUAL REPORT MUST BE COMPLETED BY ALL LIMITED LIABILITY COMPANIES

WCA Waste Systems, Inc. — 4/17/2006

FORM MUST BE SIGNED BY A MANAGER/MEMBER — DATE

WCA Waste Systems, Inc. — Manager/Member

TYPE OR PRINT NAME — TYPE OR PRINT TITLE

ANNUAL REPORT FEE: E-Paid Secretary of State • Corporations Division • Post Office Box 29525 • Raleigh, NC 27626-0525

04/01/2005 GUILFORD CO. NC
1 DEEDS 947479 $12.00
10 DEEDS ADDN PGS $30.00

RECORDED - 947479
JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 6285
PAGE(S):0635 TO 0646
04/01/2005 09:22:04

1 PROBATE FEE $2.00

0635

Prepared by: Kilpatrick Stockton LLP (CPC) and L. James Blackwood, II
Return to: L. James Blackwood, II -plu
Excise Tax $ No Taxable Consideration

STATE OF NORTH CAROLINA

SPECIAL WARRANTY DEED

COUNTY OF GUILFORD

THIS SPECIAL WARRANTY DEED (this "Deed"), made and entered into this 1st day of April, 2005, by and between MRR OF HIGH POINT, LLC, a North Carolina limited liability company (hereinafter called "Grantor"), and MRR HIGH POINT REAL ESTATE, LLC, a North Carolina limited liability company (hereinafter called "Grantee"), whose mailing address is: 421 Raleigh View Road, Raleigh, North Carolina 27610.

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, that certain lot or parcel of land situated in Jamestown Township, Guilford County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

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, other than the following exceptions:

Ad valorem taxes for the year 2005, which are to be prorated through the date of closing; easements, restrictions and reservations of record, if any, and those restrictive covenants more particularly described on Exhibit "B" attached hereto and

incorporated herein by reference; the lien of that certain Deed of Trust from Grantor to L. James Blackwood II, Trustee, in favor of Cora A. Robbins, recorded in Book 5286 at Page 1615 of the Guilford County Register of Deeds, dated August 6 2001 securing a note in the original principal amount of $75,000 and encumbering a portion of the property described thereon, which Grantee assumes by its acceptance of this Deed; and that certain Lease between Grantor and Cora A. Robbins, dated the 7th day of August, 2001 relative to a portion of the property conveyed herewith which Grantee assumes and accepts by its acceptance of this Deed.



IN WITNESS WHEREOF, the Grantor has duly executed the foregoing instrument as of the day and year first above written.

MRR OF HIGH POINT, LLC, (SEAL)
a North Carolina limited liability company

By: _____
Title ~~Manager~~

---

STATE OF NORTH CAROLINA - COUNTY OF Guilford

I, the undersigned, a Notary Public of the County and state aforesaid, certify that F. Norbert Hector, Jr., Manager of MRR of High Point, LLC, a NC Limited ~~Liability Company~~, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of April, 2005.

_____
~~Notary Public~~

BEVERLY A. SCHULTZ
NOTARY PUBLIC
GUILFORD COUNTY, NC

My Commission expires:
5/3/2005

Exhibit "A"

Description of Property Conveyed

*TRACT 1:*

ALL of that property generally known as Guilford County Tax Map #: ACL 94-7043; 941;23 and a portion of ACL 94-7041; 940; 16, more particularly described as follows:

0637

BEGINNING at a new iron pin at the intersection of the southwestern right-of-way line of Kivett Drive and the western right-of-way line of Riverdale Road, said beginning point being South 56° 23' 30" West 34.18 feet from a mag nail at the intersection of the centerline of rights-of-way of Riverdale Road and Kivett Drive; thence from said beginning point along the western right-of-way line of Riverdale Road South 6° 19' 27" East 549.76 feet to an existing iron pin, at the northeastern corner of that property now or formerly owned by Michael Carroll Auman as described in Deed recorded in Deed Book 3504, Page 134, Guilford County Public Registry; thence leaving the western right-of-way line of Riverdale Road and along the northern boundary line of the property now or formerly owned by Auman as described in the aforesaid Deed North 81° 30' 52" West 249.84 feet to an existing iron pin; thence South 6° 4' 40" East 91.54 feet to an existing iron pin, the southwestern corner of the aforesaid property now or formerly owned by Auman and further being on the northern boundary of that property now or formerly owned by Roger Dale Queen and wife as described in Deed recorded in Deed Book 4576, Page 354, Guilford County Public Registry; thence running along the northern boundary of the property now or formerly owned by Queen as described in the aforesaid Deed North 79° 12' 16" West 564.06 feet to an existing iron pin; thence along the eastern boundary of the property now or formerly owned by Ina H. Kersey and W. C. Kersey as described in Deed recorded in Deed Book 3014, Page 653, Guilford County Public Registry, North 53° 49' 0" East 521.81 to an existing iron pin; thence North 59° 43' 53" West 234.00 feet to an existing iron pin; thence North 43° 45' 39" East 324.95 feet to a new iron pin in the southwestern right-of-way line of Kivett Drive; thence with the southwestern right-of-way line of Kivett Drive, South 62° 14' 13" East 375.61 feet to the point and place of beginning, containing approximately 8.27 acres more or less and being in accordance with survey prepared by Mark Terry & Assoc., Inc., P.C., dated July 17, 2001.

The above described Tract 1 is further all that property heretofore conveyed to Grantor by Deed recorded in Book 5286, Page 1612, Guilford County Public Registry and Grantor by this Deed intends to convey all of Grantor's interest in the property described in the aforesaid Deed.

*TRACT 2:*

ALL that property generally known as 5854 Riverdale Drive, Jamestown, North Carolina, Guilford County Tax Map No. 94-7043;941; 7, lying and being in Jamestown Township Guilford County, North Carolina more particularly described as follows:

BEGINNING at an existing iron pin; said existing iron pin being located in the southern right-of-way margin of Riverdale Drive and also being the northwestern most corner of that property owned (now or formerly) by Richard Odell Hutchins (See Deed recorded in Book 3125, Page 163, Guilford County Registry); running thence from said Beginning Point and along the western boundary line of that property owned by Hutchins South 09° 56' 49" West 165.19 feet to an existing iron pin; running thence from said existing iron pin and along the northern boundary of Hutchins property North 79° 55' 02" West 100.12 feet to an existing iron pin; running thence from said existing iron pin North 09° 58' 20" East 234.52 feet to an existing iron pin in the southern margin of the right-of-way of Riverdale Drive; running thence from said existing iron pin and along the southern margin of the right-of-way of Riverdale Drive South 45° 13' 44" East 121.84 feet to the Point and Place of Beginning, according to a map entitled "Survey for Gregory A. Steele and wife, Lisa Steele" dated July 17, 1996 as drawn by Morgan Surveying & Design.



The above described Tract 2 is further all that property heretofore conveyed to Grantor by Deed recorded in Book 5758, Page 1843, Guilford County Public Registry and Grantor by this Deed intends to convey all of Grantor's interest in the property described in the aforesaid Deed.

*TRACT 3:*

ALL that property generally known as 4016 Kivett Drive (also known as 6306 through 6322 Dan Lee Road), Jamestown, North Carolina, Guilford County Tax Map No. 94-70411 940; 8, lying and being in Jamestown Township Guilford County, North Carolina more particularly described as follows:

BEGINNING at a point, said point being the common intersecting point of the southern right-of-way line of Kivett Drive and the eastern right-of-way line of Danlee Street, said point also being Walter B. Robbins' northwest property corner; thence with Robbins' western line along the western right-of-way line of Danlee Street South 35° 58' 32" West 330.24 feet to a point, Robbins corner; thence leaving Danlee Street, following a line with Robbins, South 67° 31' 00" East 234.00 feet to a point, said point being a corner with Robbins; thence following a line with Robbins' property line South 46° 01' 03" West 521.84 feet to a point in the line of Billy S. Ingram; thence following the northern line of Ingram North 87° 11" 57" West 474.46 feet to a point, said point being Ingram's northwest corner and the northeast corner of H.P. Mortgage & Investment Company, said point also being the southeast corner of another tract with Billy S. Ingram; thence following Ingram's eastern line, North 02° 55' 56" East 30.00 feet to a new corner, said point being the southwest corner of Lot A, Daniel L. Kersey Plat as duly recorded in the Guilford County Register of Deeds, Book 59, Page 141; thence following the south line of Lot A of aforesaid subdivision, South 87° 04' 04" East 14.99 to a point, another corner of said Lot A; thence following the east line of said Lot A, North 36° 00' 04" East 808.52 feet to a point; thence North 20° 36' 14" East 120.88 feet to a point, said point being the southern right-of-way line of Kivett Drive; thence following the southern right-of-way line of Kivett Drive, South 72° 55'

56" East 50.00 feet to a point; thence continuing along the southern right-of-way line of Kivett Drive South 71° 37' 41" East 100.00 feet to a point; thence South 70° 07' 10" East 6.81 feet to a point, said point being the northwest property corner of Joseph M. Kersey; thence along the western line of Joseph M. Kersey South 40° 41' 34" West 164.54 feet to a point, the southwestern corner of the Joseph M. Kersey Property; thence along the southern line of Joseph M. Kersey South 54° 19' 40" East 125.94 feet to a point on the western right-of- way line of Danlee Street; thence following Joseph M. Kersey's eastern line along the western right-of-way line of Danlee Street North 35° 58' 32" East 195.76 feet to a point in the southern right-of-way line of Kivett Drive; thence following the southern right-of-way line of Kivett Drive, South 70° 07' 10" East 35.89 feet to the point and place of BEGINNING.



The above described Tract 3 is further all that property heretofore conveyed to Grantor by Deed recorded in Book 5758, Page 1847, Guilford County Public Registry and Grantor by this Deed intends to convey all of Grantor's interest in the property described in the aforesaid Deed.

Exhibit "B"

RESTRICTIVE COVENANTS

Grantor hereby creates and imposes on the Property and the conveyance more particularly described in the Deed is made and accepted expressly subject to the following restrictions, covenants and conditions:



1. Definitions. For purposes hereof, the following terms shall have the following meanings:

"Existing Permit" shall mean any solid waste permit or permits currently issued to Grantor by the North Carolina Department of Environmental and Natural Resources or other agency of the State of North Carolina which permits or authorizes the use of the Benefited Tract for the construction and operation of a landfill and related uses.

"Applicable Laws" shall mean all rules, regulations, statutes, laws and ordinances which currently authorize, govern or otherwise affect the use and operation of the Benefited Property as a landfill and related uses including, without limitation, all applicable rules and regulations issued by the North Carolina Department of Environment and Natural Resources.

2. Development/Use Restriction. Grantee hereby agrees that for a term lasting from the date of this Deed to the sooner to occur of (a) ninety-nine (99) years thereafter or (b) the cessation for a period of twelve (12) consecutive months of the operation of a landfill on the tract of land more particularly described on Schedule "1" attached hereto and incorporated herein by reference (the "Benefited Tract") (provided, however, any cessation of operation for purposes of restoration of the Benefited Tract as a result of a casualty or condemnation affecting the Benefited Tract or the improvements thereon shall not constitute a cessation of operation for purposes of this Exhibit "B", provided that in the event of a permitted cessation, Grantor resumes landfill operations on the Property as soon as is reasonable) (the "Term"), the Property shall be subject to the following restrictions: (i) no part of the Property shall be used during such Term nor shall any part of the Property be developed or otherwise improved (or the improvements located on the Property as of the date of this Deed altered or otherwise improved) for use as a school or park or other recreational area, (ii) no part of the Property which, in relation to the Benefited Property, would be considered a "buffer" or "no-build" zone (or term of similar import) under the Existing Permit or under Applicable Laws shall be used during such Term nor shall any part of the Property lying within any part of said "buffer," "no-build" or similar zone be developed or otherwise improved (or the improvements located on any such portion of the Property as of the date of this Deed altered or otherwise improved) for residential purposes (single family or otherwise) other than existing residences or for the installation or operation of water wells other than to serve existing residences, and (iii) Grantee shall comply with any development and/or use restrictions set forth in the Existing Permit and Applicable Laws with respect to the operation of the Property necessary to enable Grantor to use the Benefited Property for the operation of a landfill and uses reasonably related thereto.

IN CONNECTION WITH THE FOREGOING, GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND/OR ASSIGNS (INCLUDING, WITHOUT LIMITATION, ANY FUTURE OWNERS OF THE PROPERTY OR ANY PORTION THEREOF) (I) WAIVES ANY AND ALL RIGHTS TO OBJECT OR OTHERWISE CHALLENGE THE USE OF THE

BENEFITED PROPERTY FOR THE OPERATION OF A LANDFILL OR ANY OTHER USE REASONABLY RELATED THERETO AND (II) AGREES NOT TO FILE, JOIN IN, PURSUE OR OTHERWISE PARTICIPATE IN ANY PROCEEDINGS THAT WOULD PREVENT, HINDER OR PROHIBIT THE USE OF THE PROPERTY AS A LANDFILL OR ANY OTHER USE REASONABLY RELATED THERETO. GRANTEE ACKNOWLEDGES THAT ITS AGREEMENT TO THE FOREGOING WAIVER AND AGREEMENT CONTAINED IN THIS PARAGRAPH IS A MATERIAL PORTION OF THE CONSIDERATION TO GRANTOR TO EXECUTE AND DELIVER THIS DEED AND THAT BUT FOR SUCH WAIVER AND AGREEMENT, THIS DEED WOULD NOT HAVE BEEN EXECUTED BY GRANTOR.



Grantor hereby acknowledges that various water wells and residences are located on the Property as of the date of this Deed and that the continued use of said existing water wells and use and occupancy of said existing residences is permitted subject to the terms of clauses (i) – (iii) above and the remaining terms and provisions of this Exhibit "B".

3. Termination/Demolition Obligation. At any time and from time to time after the date of this Deed, and so long as (a) the provisions of Section 1 of this Exhibit "B" remain in effect, (b) Grantor is in the process of the expansion of the landfill as allowed by the Existing Permit and (c) the terms of the Existing Permit so require, Grantor shall have the right, upon delivery of not less than sixty (60) days prior written notice to Grantee (the "Demolition Notice"), to cause Grantee to (i) terminate the then existing lease, license and/or occupancy agreement (collectively, the "Leases") in one or more of the residences located on the Property and having the following addresses (as of the date of this Deed): 6317 Danlee Road, 6318 Danlee Road, 6319 Danlee Road, 6320 Danlee Road or 6322 Danlee Road or 5854 Riverdale Drive (collectively, the "Residences"), (ii) demolish one or more of said Residences described in the Demolition Notice and (iii) remove or cap any water wells located on the Property and identified in said Demolition Notice. Grantee shall terminate the Leases and perform the work more particularly described in the Demolition Notice within the time period set forth in said Demolition Notice, which time period shall not be less than sixty (60) days from the date of the Demolition Notice.

4. Collateral Assignment of Leases.

(a) As security for the performance of the Secured Obligations (defined below) ,Grantee hereby grants, transfers and assigns to Grantor and Grantor's successors and assigns all of Grantee's right, title, and interest in and to the leases, licenses and occupancy agreements now existing or hereafter made and affecting the Residences, including, without limitation, the Leases, as the same may have been or may from time to time be modified, extended, and renewed (collectively, the "Agreements"). The aforementioned collateral assignment of the Agreements is made to secure Grantee's obligation to terminate one or more Leases following receipt of the Demolition Notice from Grantor in accordance with Section 2 of this Exhibit "B" (the "Secured Obligations").

(b) Grantor shall not be obligated to perform or discharge, nor does Grantor hereby undertake to perform or discharge, any obligation, duty or liability of Grantee under the Agreements, or under or by reason of the collateral assignment thereof, and Grantee shall and does hereby agree to indemnify and hold Grantor harmless of and from any and all liability, loss or damage, including reasonable costs, expenses and professional fees, which Grantor may or might incur under the Agreements subsequent to the date hereof and prior to exercise by Grantor of any right granted to Grantor hereunder and/or under or by reason of the execution and delivery to Grantor this date of this Deed and of and from any and all

claims and demands whatever which may be asserted against Grantor by reason of any alleged obligation claimed to have been undertaken on Grantor's part to perform or discharge any of the terms, covenants or agreements contained in the Agreements solely by reason of the execution by Grantee of this Deed.

(c) Until the Secured Obligations are fully performed, Grantee covenants and agrees to transfer and assign to Grantor any and all subsequent Agreements affecting the Residences, upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Grantor upon demand any and all instruments that may be necessary therefor.

(d) Upon the fulfillment of the Secured Obligations, any collateral assignment of the Agreements shall be and become void and of no further force and effect.

5. Rights Upon Event of Default.

(a) In the event Grantee (i) defaults in the payment of any amount which Grantee is obligated to pay hereunder or (ii) defaults in the performance of any of the covenants or obligations required to be observed or performed by Grantee pursuant to the terms of this Exhibit "B" and such default has not been cured within thirty (30) days after written notice to Grantee describing such default (in either event, an "Event of Default"), Grantor shall have the right, but not the obligation to do any or all of the following:

(i) to cure such Event of Default on behalf of the Grantee and in that connection, Grantor shall have the right to enter upon the Property of Grantee to perform any necessary work or furnish any necessary materials or services to cure the Event of Default of Grantee as Grantor shall deem necessary or appropriate, and Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor in effectuating such cure within fifteen (15) days following receipt by Grantee of written invoices evidencing such costs;

(ii) to prosecute any proceedings at law or in equity (including, without limitation, actions for injunctive relief, Grantee hereby acknowledging that any Event of Default hereunder would lead to irreparable harm to Grantor) against Grantee and to recover damages for any such Event of Default; and/or

(iii) in the event of an Event of Default in the performance of the Secured Obligations, terminate the Agreements on behalf of Grantee and do any and all other acts which Grantor may then deem proper to succeed to the fullest extent possible in and to all rights, title and interest of Grantee under the Agreements and any and all renewals, modifications or extensions thereof and/or exercise any other rights or pursue any other remedies available at law.

(b) Any amounts which are not paid or reimbursed timely pursuant to this Exhibit "B" shall bear interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum non-usurious rate of interest allowed by applicable law.

6. Covenants Running with the Land. The restrictions, benefits, obligations, terms and provisions hereunder shall be and are hereby deemed to be covenants running with the Property, and shall be binding upon and enforceable against all legal and beneficial owners of the Property or any portion thereof, their heirs, successors or assigns for the Term; provided, however, in no event for a period in excess of ninety-nine (99) years from the date hereof. Upon the transfer of all or a portion of the Property by Grantee, Grantee shall have no further liability for the performance of any of the covenants set forth in this Exhibit "B"; provided, however, Grantee shall not be released from liability for any Event of Defaults hereunder by Grantee occurring prior to the date of such transfer. The restrictions, benefits, obligations, terms and provisions hereunder shall be enforceable by and inure solely to the benefit of Grantor and its successors and assigns owning all or any portion of the Benefited Tract.

7. Notices. All notices, requests, demands and other communications under this Exhibit "B" shall be in writing, and shall be effective only if either delivered by courier with signed receipt or sent by certified mail, return receipt requested, postage prepaid to the party to receive such notice at the address below, with copies to the remaining parties, or to such other address as any party may have furnished to all the parties listed above in writing in any of the foregoing manners. Such notice shall be deemed given on the date of receipt if delivered by courier or three (3) business days after the date of deposit if sent by certified mail and periods of time of notice shall begin from such date. Notices shall be sent to the following addresses:

(a) to Grantee: MRR High Point Real Estate, LLC
421 Raleigh View Road,
Raleigh, N.C. 27610

Attention: F. Norbert Hector, Jr.

(b) to Grantor: MRR of High Point, LLC
c/o WCA Waste Corporation
One Riverway, Suite 1400
Houston, TX 77056

Attention: J. Edward Menger,
Vice-President and General Counsel

However, the parties and their successors and assigns shall have the right from time to time and at any time to change their respective addresses and add addresses for additional parties (including any mortgagee of the Property) to receive notices hereunder by specifying such other address or additional parties to receive notices hereunder in a written notice given in the manner provided above to the other parties then entitled to receive notices hereunder.

8. Amendments. This Exhibit "B" (including exhibits hereto) may be modified or terminated only by all of the owners of the Property and the owners of the Benefited Tract.

9. Attorney's Fees. In the event of any litigation between Grantor and Grantee with respect to this Exhibit "B", the prevailing party shall be entitled to recover from the non-prevailing party in such litigation, all costs and expenses relating to such litigation, including reasonable attorney's fees.

10. Superiority. The terms and provisions of this Exhibit "B" shall be superior to the lien of any mortgage or deed of trust filed against the Property and therefore, notwithstanding any foreclosure under any document evidencing any such liens, or any conveyance or reconveyance in lieu of such foreclosure and/or cancellation of all or part of the indebtedness secured by such liens, the provisions of this Exhibit "B" shall remain in full force and effect.

4790

Schedule "1"

DESCRIPTION OF THE BENEFITED PROPERTY

All of that property lying and being in High Point Township, City of High Point, Guilford County, North Carolina more particularly described as follows:

BEING all of that property consisting of approximately 149.83 acres described as New Lot "A" as more fully described in the plats thereof entitled "Exclusion Map for MRR of High Point, LLC" consisting of Sheets 1 and 2 and being as per plats thereof recorded in Plat Book 150, Page 96, and Plat Book 150, Page 97, Guilford County Public Registry.

0645

The above described property being further all of that property heretofore acquired by Grantor by Deeds recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Book 5248, Page 911; Book 5248, Page 914 (SAVE AND EXCEPT that portion described in said Deed which was conveyed by Deed recorded in Book 5350, Page 1560); Book 5350, Page 1568 and Book 5759, Page 1144, Guilford County Public Registry, the descriptions therein contained in said Deeds being incorporated herein by reference.

Together with the above described Tract, Grantor does hereby convey all of its right, title and interest in and to that certain Access Easement for the benefit of the above described Tract granted by City of High Point to MRR of High Point, LLC by Right-of-Way Access Easement Agreement recorded in Book 5350, Page 1563, the terms and provisions of which Right-of-Way Access Easement Agreement including the description therein contained being incorporated herein by reference.

200646

JEFF L. THIGPEN, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of _____

Beverly A. Searcy

_____

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.

JEFF L. THIGPEN, REGISTER OF DEEDS

By: _____
Deputy - Assistant Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**This certification sheet is a vital part of your recorded document.**
**Please retain with original document and submit when re-recording.**

002290

RECORDED - 712493
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5830
PAGE(S):2290 TO 2292
05/30/2003 10:57:43

05/30/2003 GUILFORD CO. NC
1 MISC DOCUMENTS 712493 $12.00
1 MISC DOC ADDN PGS $3.00
1 PROBATE FEE $2.00

**COMBINATION INSTRUMENT**

This Instrument of Combination was drawn by: L. James Blackwood, II, Attorney at Law

Permanent Address of Grantee: 421 Raleigh View Road, Raleigh, North Carolina 27610

**NORTH CAROLINA**

**GUILFORD COUNTY** **COMBINATION INSTRUMENT**

THIS INSTRUMENT OF COMBINATION, made the 29th day of May, 2003, by MRR OF HIGH POINT, LLC a North Carolina Limited Liability Company, hereinafter referred to as Owner, and when reference is made to the Owner, the singular shall include the plural and the masculine shall include the feminine or neuter.

WITNESSETH:

WHEREAS, the Owner owns certain properties which were acquired by Deeds recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Book 5248, Page 911; Book 5248, Page 914, (save and except that portion described in said Deed which was conveyed by Deed recorded in Book 5350, Page 1560); Book 5350, Page 1568 and Book 5759, Page 1144, said properties having Guilford County Tax Map Numbers: 18-523-1-1; 18-523-1-2; 18-523-1-3; 18-523-1-4 and 18-523-1-5; and

WHEREAS, the Owner wishes to combine the above mentioned properties into a single tract of land which is hereinafter described by encompassing the boundary lines pursuant to the plat hereinafter described for the purpose of complying with all applicable provisions of all local and state ordinances and governmental regulations; and

WHEREAS, this is a limited special purpose instrument for the purposes specified above for the purposes of combining all of the said properties into a single tract and is not a conveyance and does not change or modify in any manner the ownership interest in the above referenced properties; and

WHEREAS, upon execution and recording of this Instrument of Combination, the above-referenced properties are hereby combined into one tract described as all that property lying and being in High Point Township, City of High Point, Guilford County, North Carolina, more particularly described as follows:

BEING all of that property consisting of approximately 149.83 acres described as New Lot "A" as more fully described in the plats thereof entitled "Exclusion Map for MRR of High Point, LLC" consisting of Sheets 1 and 2 and being as per plats thereof recorded in Plat Book 150, Page 96, and Plat Book 150 Page 97, Guilford County Public Registry.

002291

IN WITNESS WHEREOF, Owner has hereunto executed this Combination Instrument under seal all as of the day and year first above written.

MRR OF HIGH POINT, LLC

By: _____ (SEAL)
D. H. GRIFFIN, SR., Manager

* * * * * *

NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that D. H. GRIFFIN, SR., personally came before me this day and acknowledged that he is a Manager of MRR OF HIGH POINT, LLC., a North Carolina Limited Liability Company and that, by authority duly given and the act of the Company, the foregoing Instrument of Combination was signed in its name by him as its Manager.

WITNESS my hand and notarial seal-stamp this 29th day of May, 2003..

_____
Notary Public

PATRICIA F. MURRAY
NOTARY PUBLIC
GUILFORD COUNTY, NC

My Commission Expires:
2-22-2007

00225

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Patricia F Murray

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

By: Meredith A. Mance
Deputy - ~~Assistant~~ Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**This certification sheet is a vital part of your recorded document.**
**Please retain with original document and submit when re-recording.**

MAIL TO : MARK TERRY & ASSOC., 10837 N. MAIN STREET, ARCHDALE, NC, 27263

CERTIFICATE OF OWNERSHIP & DEDICATION:

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND HEREBY ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREBY DEDICATE(S) TO PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGEWAY AND OPEN SPACE, AND EASEMENTS FOREVER ALL AREA SO SHOWN OF INDICATED ON SAID PLAT, AND AUTHORIZE(S) THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

OWNER — DATE 6-20-2003

ATTEST — DATE 5/20/03

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Mark Schneider, REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER — DATE 9/10/03

THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL & ACCURATE TITLE SEARCH.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS MAP.

CERTIFICATE OF APPROVAL FOR RECORDING

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA, ON THE 9th DAY OF April 2003, PURSUANT TO THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT — DATE

STATEMENT OF ACCEPTANCE OF DEDICATION:

THROUGH THE APPROVAL AND RECORDATION OF THIS PLAT, THE CITY OF HIGH POINT HEREBY ACCEPTS THE DEDICATION TO THE PUBLIC OF THE PUBLIC RIGHT-OF-WAY FOR ALL PUBLIC STREETS, ALLEYS, AND SIDEWALKS, UTILITY EASEMENTS, AND PARKS OR OTHER SITES SHOWN AND DEDICATED TO THE PUBLIC ON THIS PLAT , BUT ASSUMES NO RESPONSIBILITY TO OPEN, OPERATE, REPAIR, OR MATAIN ANY LAND OR FACILITY UNTIL IN THE OPINION OF THE CITY IT IS IN THE PUBLIC INTERESR TO DO SO.

STATEMENT OF NO APPROVAL REQUIRED BY NCDOT DIVISION OF HIGHWAYS

THIS PLAT DOES NOT REQUIRE A CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN N.C.G.S. 136-102.6. SUBSECTION (g).

PLANNING DIRECTOR — 09 April 03 DATE

*NOTICE:*
*THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED - DEVELOPMENT RESTRICTIONS MAY APPLY.*

NCGS "SUNOCO" 1967
NAD 83
N=805,421.3321
E=1,722,212.5730

NCGS "HUBBARD" 1967
NAD 83
N=804,886.4938
E=1,722,931.9870

VICINITY MAP
1"=2000'±

LEGEND:
- ● = EXISTING IRON PIN
- ○ = NEW IRON PIN
- ⊙ = COMPUTED POINT
- ⊕ = UTILITY POLE
- ☼ = LIGHT POLE
- R.O.W. = RIGHT-OF-WAY
- MBL = MINIMUM BUILDING LINE
- PB = PLAT BOOK REFERENCE
- DB = DEED BOOK REFERENCE
- —U— = OVERHEAD UTILITY LINE

CASHATT ROAD SR 1155 60' R.O.W.

FRANK P. KERSEY
DB 1974, Pg. 125
TAX No. 15-94-7043-948-3
ZONING: RS-40
USE: RESIDENTIAL

ROBERT RALPH MAY
DB 3947, Pg. 1285
TAX No. 15-94-7043-841-8
ZONING: RS-40
USE: RESIDENTIAL

DUKE POWER TRANSMISSION LINE

20' ELECTRIC EASEMENT

STREAM BUFFER SEE SHEET 2 FOR DETIAL.

TAX No. 18-523-1-5

TAX No. 18-523-1-1

CITY OF HIGH POINT
DB 2902, Pg. 908
TAX No. 18-386-1-1
ZONING: AG
USE: LANDFILL

FOR LINE TABLE SEE SHEET 2 OF 2

ZONING: AG
ZONING: CU-AG

OLD TAX PARCEL LINE TO BE REMOVED BY THIS PLAT.

**NEW LOT "A"**
**6,526,446 sq. ft.**
**149.83 acres**

JAMES H. MATTHEWS,
K.E. MATTHEWS &
J.L. MATTHEWS
DB 3161, Pg. 20
TAX No. 15-94-7043-942-B
ZONING: AG
USE: VACANT

℄ CREEK

AREA TO BE DEDICATED FOR 64' R.O.W.
161,574 sq. ft.
3.71 acres

POND

TAX No. 18-523-1-4

AREA TO BE DEDICATED AS R.O.W.
11,159 sq. ft.
0.26 acres

OLD TAX PARCEL LINE TO BE REMOVED BY THIS PLAT.

GUY WIRE EASEMENT

TAX No. 18-523-1-2

TAX No. 18-523-1-3

MICHAEL CARROLL AUMAN
DB 3504, Pg. 134
TAX No. 15-94-7043-941-17
ZONING: RS-40MH
USE: RESIDENTIAL

WALTER B. ROBBINS
DB 1923, Pg. 145
DB 2453, Pg. 5
DB 1669, Pg. 581
TAX No. 15-94-7043-941-23
ZONING: RS-40MH
USE: RESIDENTIAL

INA H. KERSEY
W.C. KERSEY &
DB 3014, Pg. 653
TAX No. 15-94-7041-940-8
ZONING: RS-40MH
USE: RESIDENTIAL

CITY OF HIGH POINT
DB 2952, Pg. 973
TAX No. 18-481-1-2
ZONING: HI
USE: SEWAGE TREATMENT

RICHARD ODELL HUTCHENS
DB 3125, Pg. 163
TAX No. 15-94-7016-882-4
ZONING: AG
USE: RESIDENTIAL

MRR OF HIGH POINT, LLC
DB 5758, Pg. 1843
TAX No. 15-94-7043-941-7
ZONING: AG
USE: RESIDENTIAL

RIVERDALE DRIVE SR 1145 60' R.O.W.

TIER 3 OMSA
TIER 4
TIER 3

709149
RECORDED
CATHERINE LEE PARRIS
REGISTER OF DEEDS
GUILFORD COUNTY, NC
2003 JUN 16 11:41:07 AM
BOOK 5541 PAGE 96-97
FEE $21.00

OWNER:
MRR OF HIGH POINT, LCC
421 RALEIGH VIEW ROAD
RALEIGH, NC 27610
Ph: (919) 838-6973

NOTES:
1. DEED REFERENCE TAX REFERENCE:
   DB 5248, Pg. 914 & DB 5350, Pg. 1568, TAX No. 18-523-1-1.
   DB 5018, Pg. 273, TAX No. 18-523-1-2.
   DB 5248, Pg. 914, TAX No. 18-523-1-3.
   DB 5797, Pg. 1144, TAX No. 18-523-1-4.
   DB 5248, Pg. 911, TAX No. 18-523-1-5.
2. FLOOD REFERENCE: FIRM ZONE "C", COMMUNITY 370111 PANELS 0178D & 0190C, DATED MAY 18, 1998.
3. N.C. COMBINED SCALE FACTOR 0.99994939
4. ALL DISTANCES HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
5. AREA COMPUTED BY COORDINATE GEOMETRY.
6. THIS SURVEY US BASED ON EXISTING MONUMENTATION FOUND AS SHOWN.
7. ZONING: AG & CU AG, CASE 01-19, USE: VACANT.

**CERTIFICATE OF SURVEY & ACCURACY:**

I, LARRY M. TERRY, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES PLOTTED FROM DEED OR PLAT INFORMATION AS SHOWN ON THIS PLAT; AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH N.C.G.S. 47-30 AS AMENDED.

I ALSO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXECPTION TO THE DEFINATION OF SUBDIVISION.

WITNESS MY HAND AND SEAL THIS 19 DAY OF May, 2003.

LARRY M. TERRY, PLS L-3096

NORTH CAROLINA PROFESSIONAL SEAL L-3096 LAND SURVEYOR LARRY M. TERRY

SHEET 1 OF 2

EXCLUSION MAP FOR

# MRR OF HIGH POINT, LLC

RIVERDALE ROAD
HIGH POINT, HIGH POINT TOWNSHIP
GUILFORD COUNTY, NORTH CAROLINA
12 MARCH 2003

SCALE: 1" = 200'
REVISED 14 MAY 2003

SEE SHEET 2 OF 2

MARK TERRY & ASSOC., INC., P.C.
PROFESSIONAL LAND SURVEYOR
10837 North Main Street, Archdale, NC 27263
Phone: (336) 431-2116 FAX: (336) 431-2136

DRAWN BY: TLT
SURVEYED BY: LMT
JOB NO.: 8623-127-19

CERTIFICATE OF OWNERSHIP & DEDICATION:

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND HEREBY ADOPTS THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREBY DEDICATE(S) TO PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAINAGEWAY AND OPEN SPACE, AND EASEMENTS FOREVER ALL AREA SO SHOWN OF INDICATED ON SAID PLAT, AND AUTHORIZE(S) THE CITY OF HIGH POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GUILFORD COUNTY, NORTH CAROLINA.

OWNER DATE 4-7-2003

ATTEST DATE 4-7-2003

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Mark Schaefer REVIEW OFFICER OF THE CITY OF HIGH POINT, GUILFORD COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE 4/1/03

THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL & ACCURATE TITLE SEARCH.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS MAP.

CERTIFICATE OF APPROVAL FOR RECORDING

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA, ON THE 9th DAY OF April 2003, PURSUANT TO THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING & DEVELOPMENT DATE

STATEMENT OF ACCEPTANCE OF DEDICATION:

THROUGH THE APPROVAL AND RECORDATION OF THIS PLAT, THE CITY OF HIGH POINT HEREBY ACCEPTS THE DEDICATION TO THE PUBLIC OF THE PUBLIC RIGHT-OF-WAY FOR ALL PUBLIC STREETS, ALLEYS, AND SIDEWALKS, UTILITY EASEMENTS, AND PARKS OR OTHER SITES SHOWN AND DEDICATED TO THE PUBLIC ON THIS PLAT , BUT ASSUMES NO RESPONSIBILITY TO OPEN, OPERATE, REPAIR, OR MATAIN ANY LAND OR FACILITY UNTIL IN THE OPINION OF THE CITY IT IS IN THE PUBLIC INTERESR TO DO SO.

*NOTICE:*
*THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED - DEVELOPMENT RESTRICTIONS MAY APPLY.*

STATEMENT OF NO APPROVAL REQUIRED BY NCDOT DIVISION OF HIGHWAYS

THIS PLAT DOES NOT REQUIRE A CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN N.C.G.S. 136-102.6. SUBSECTION (g).

PLANNING DIRECTOR DATE 09 April 03

**CERTIFICATE OF SURVEY & ACCURACY:**

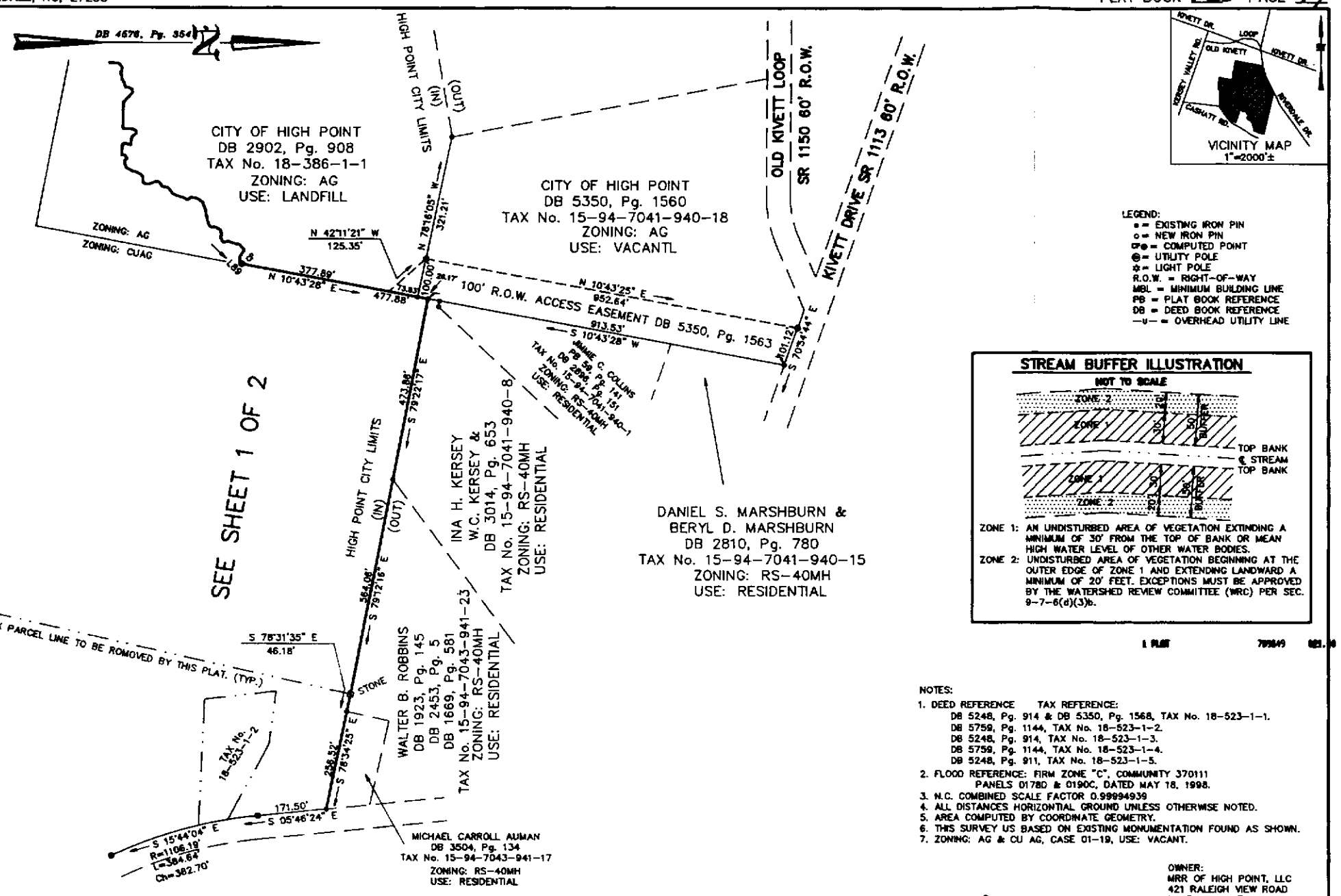
I, LARRY M. TERRY, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES PLOTTED FROM DEED OR PLAT INFORMATION AS SHOWN ON THIS PLAT; AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH N.C.G.S. 47-30 AS AMENDED.

I ALSO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXECPTION TO THE DEFINATION OF SUBDIVISION.

WITNESS MY HAND AND SEAL THIS 2 DAY OF April, 2003.

LARRY M. TERRY, PLS L-3096

NORTH CAROLINA PROFESSIONAL SEAL L-3096 LAND SURVEYOR LARRY M. TERRY







LEGEND:
- ● = EXISTING IRON PIN
- ○ = NEW IRON PIN
- CP● = COMPUTED POINT
- ⊗ = UTILITY POLE
- ☼ = LIGHT POLE
- R.O.W. = RIGHT-OF-WAY
- MBL = MINIMUM BUILDING LINE
- PB = PLAT BOOK REFERENCE
- DB = DEED BOOK REFERENCE
- —U— = OVERHEAD UTILITY LINE

**STREAM BUFFER ILLUSTRATION**

NOT TO SCALE




ZONE 1: AN UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30' FROM THE TOP OF BANK OR MEAN HIGH WATER LEVEL OF OTHER WATER BODIES.
ZONE 2: UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20' FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC. 9-7-6(d)(3)b.

1 PLAT 709849

NOTES:
1. DEED REFERENCE TAX REFERENCE:
   DB 5248, Pg. 914 & DB 5350, Pg. 1568, TAX No. 18-523-1-1.
   DB 5759, Pg. 1144, TAX No. 18-523-1-2.
   DB 5248, Pg. 914, TAX No. 18-523-1-3.
   DB 5759, Pg. 1144, TAX No. 18-523-1-4.
   DB 5248, Pg. 911, TAX No. 18-523-1-5.
2. FLOOD REFERENCE: FIRM ZONE "C", COMMUNITY 370111 PANELS 0178D & 0190C, DATED MAY 18, 1998.
3. N.C. COMBINED SCALE FACTOR 0.99994939
4. ALL DISTANCES HORIZONTIAL GROUND UNLESS OTHERWISE NOTED.
5. AREA COMPUTED BY COORDINATE GEOMETRY.
6. THIS SURVEY US BASED ON EXISTING MONUMENTATION FOUND AS SHOWN.
7. ZONING: AG & CU AG, CASE 01-19, USE: VACANT.

OWNER:
MRR OF HIGH POINT, LLC
421 RALEIGH VIEW ROAD
RALEIGH NC 27610
PHONE: (919) 838-6973

709849
RECORDED
CATHERINE LEE HARRIS
REGISTER OF DEEDS
GUILFORD COUNTY NC
2003 APR 15 04:42:24 PM
BOOK 150 PAGE 97

LINE TABLE

| LINE | DIRECTION | DISTANCE | LINE | DIRECTION | DISTANCE | LINE | DIRECTION | DISTANCE |
|---|---|---|---|---|---|---|---|---|
| L1 | N 20°58'24" W | 156.34' | L32 | N 50°11'57" E | 13.87' | L61 | N 18°55'21" E | 12.38' |
| L2 | N 41°44'25" W | 56.00' | L33 | S 76°49'37" E | 13.58' | L62 | N 21°21'35" W | 24.66' |
| L3 | N 56°28'54" W | 189.63' | L34 | N 82°40'30" E | 16.66' | L63 | N 37°02'04" E | 8.40' |
| L4 | N 35°23'27" W | 108.40' | L35 | N 56°31'14" E | 11.20' | L64 | N 57°54'28" E | 11.65' |
| L5 | N 39°39'54" E | 148.50' | L36 | N 73°45'05" E | 12.66' | L65 | N 11°54'01" E | 15.28' |
| L6 | N 42°15'28" W | 119.27' | L37 | N 03°37'44" E | 8.47' | L66 | N 54°20'46" E | 18.41' |
| L7 | N 29°09'22" W | 99.46' | L38 | N 28°53'46" E | 10.48' | L67 | N 30°06'36" E | 8.05' |
| L8 | N 67°51'46" W | 76.73' | L39 | N 84°42'18" E | 8.67' | L68 | N 16°43'32" E | 23.04' |
| L9 | N 84°49'43" W | 116.68' | L40 | S 46°27'12" E | 8.92' | L69 | N 34°31'07" E | 10.49' |
| L10 | N 22°04'17" W | 33.40' | L41 | S 44°26'43" E | 23.33' | L70 | N 38°02'12" W | 12.48' |
| L11 | N 06°39'49" E | 70.90' | L42 | S 84°45'26" E | 21.30' | L71 | N 12°58'04" E | 14.36' |
| L12 | N 67°49'40" W | 89.37' | L43 | S 88°37'23" E | 47.56' | L72 | N 32°25'48" E | 17.71' |
| L13 | S 69°14'25" W | 29.48' | L44 | N 02°18'53" E | 24.73' | L73 | N 70°33'50" E | 21.13' |
| L14 | N 28°34'07" W | 17.78' | L45 | N 28°00'00" E | 11.51' | L74 | N 79°08'56" E | 34.60' |
| L15 | N 46°33'55" W | 87.67' | L46 | S 88°49'50" E | 8.27' | L75 | N 58°54'03" E | 11.97' |
| L16 | N 39°08'50" W | 96.91' | L47 | S 37°17'42" E | 14.84' | L76 | N 01°15'21" W | 11.87' |
| L17 | N 48°37'06" W | 114.54' | L48 | S 85°26'27" E | 21.18' | L77 | N 29°25'12" E | 14.48' |
| L20 | N 03°48'50" E | 89.75' | L49 | S 18°13'59" W | 16.25' | L78 | N 70°38'53" E | 13.81' |
| L21 | S 03°48'50" W | 5.60' | L50 | S 18°31'42" E | 5.91' | L79 | S 48°50'37" E | 5.58' |
| L22 | N 37°30'05" W | 8.45' | L51 | S 80°28'30" E | 15.52' | L80 | N 77°45'14" E | 9.54' |
| L23 | N 46°41'08" W | 14.47' | L52 | S 87°55'43" E | 13.56' | L81 | N 53°45'12" E | 8.12' |
| L24 | N 03°21'45" E | 9.78' | L53 | N 04°03'11" E | 8.04' | L82 | N 16°36'56" W | 12.12' |
| L25 | N 71°08'24" W | 7.11' | L54 | N 50°55'25" E | 9.91' | L83 | N 19°34'32" E | 21.88' |
| L26 | N 09°24'04" E | 8.45' | L55 | S 46°42'19" E | 10.40' | L84 | N 04°13'25" E | 7.64' |
| L27 | N 14°41'18" E | 34.98' | L56 | N 76°40'27" E | 15.35' | L85 | N 46°20'53" E | 16.89' |
| L28 | S 84°08'25" E | 11.39' | L57 | N 33°27'28" E | 16.89' | L86 | N 83°27'58" E | 5.26' |
| L29 | N 15°07'05" E | 17.21' | L58 | N 12°39'49" E | 13.95' | L87 | S 53°51'52" E | 16.60' |
| L30 | N 42°30'29" E | 14.46' | L59 | N 33°19'10" E | 15.57' | L88 | N 87°13'15" E | 12.85' |
| L31 | N 03°28'30" E | 23.56' | L60 | N 81°37'38" E | 19.42' | L89 | N 48°04'08" E | 7.17' |

SHEET 2 OF 2

*EXCLUSION MAP FOR*

# *MRR OF HIGH POINT, LLC*

*RIVERDALE ROAD*
*HIGH POINT, HIGH POINT TOWNSHIP*
*GUILFORD COUNTY, NORTH CAROLINA*
*MARCH 12, 2003*

200 0 200 400 800
SCALE: 1" = 200'

**MARK TERRY & ASSOC., INC., P.C.**
PROFESSIONAL LAND SURVEYOR
10837 North Main Street, Archdale, NC 27263
Phone: (336) 431-2114 FAX: (336) 431-2138

DRAWN BY: TLT
SURVEYED BY: LMT
JOB NO.: 8623-127-19

RECORDED - 467778
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5248 0913
PAGE(S):0911 TO ~~0914~~
06/18/2001 15:01:25

This Deed drawn by L. James Blackwood, II, COGGIN, BLACKWOOD & BRANNAN, Attorneys at Law, 108 Commerce Place, Greensboro, NC 27401-2509.

Permanent Address of Grantee: 421 Raleigh View Drive, Raleigh, N.C. 27610

$198.00 Stamps

00091

NORTH CAROLINA

GUILFORD COUNTY

06/18/2001 GUILFORD CO. NC
1 DEEDS 467778 $6.00
1 DEEDS ADDN PGS $2.00

DEED

1 PROBATE FEE $2.00

THIS DEED, made this 18th day of June, 2001, by and between D. H. GRIFFIN FAMILY LIMITED PARTNERSHIP, a North Carolina Limited Partnership, hereinafter called Grantor, to MRR OF HIGH POINT, LLC a North Carolina Limited Liability Company, hereinafter called Grantee.

WITNESSETH: GUILFORD COUNTY 6/18/2001 NC REAL ESTATE EXTX $198.00

That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Jamestown Township, Guilford County, North Carolina, described as follows:

BEGINNING at a new iron pipe in the northern right-of-way line of Cashatt Road (State Road No. 1155, 60 foot right-of-way), said beginning point being a common point in the eastern line of Kersey and in the western line of the Kate Smith Cashatt property conveyed herein; thence along the line of Kersey North 02° 49' 19" West 793.11 feet to a new iron pipe in the property lines of Kersey and Ingram; thence along the line of Ingram South 71° 11' 43" East 1280.85 feet to a new iron pipe in the property lines of Ingram and Kate Smith Cashatt; thence continuing along the said Cashatt line South 11° 32' 55" West 1205.81 feet to a new iron pipe in the northern right-of-way line of Cashatt Road; thence continuing along the northern right of way line of Cashatt Road North 56° 27' 55" West 140.57 feet to a point in said right-of-way line; thence continuing along said northern right-of-way line North 56° 24' 55" West 286.97 feet to a point in said northern right-of-way line; thence continuing along said northen right-of-way line North 53° 17' 40" West 21.30 feet to a point in said northern right-of-way line; thence crossing Cashatt Road North 76° 59' 55" West 136.17 feet to an existing iron pipe in the southern right-of-way line of Cashatt Road; thence continuing along the line of Kate Smith Cashatt North 76° 59' 55" West 415.55 feet to a new iron pipe in the line of Kate Smith Cashatt and Robbins; thence continuing along Robbins line North 02° 49' 19" West 429.39 feet to the point and place of BEGINNING. This property comprises 29.090 acres and is the same as that shown on a survey by Davis-Martin & Associates, Inc., dated 30 March 1976, Job No. S-10457, Property of Melvin P. Johnson. This conveyance is subject to the right of way held by the State of North Carolina for the maintenance of Cashatt Road (State Road No. 1155, 60 feet right-of-way).

This property encompasses all of the property designated as Second Tract in Book 764, Page 359, Guilford County Registry and a northern portion of the 85.64 Acre Tract in Book 598, Page 274, Guilford County Registry.

SAVE AND EXCEPT from the above described premises all of that property consisting of approximately 1.717 acres heretofore conveyed by Grantor's predecessor in title by Deed recorded in Book 4456, Page 1624, Guilford County Public Registry, said property excepted and more particularly described as follows:

BEING a 1.717 acre, more or less, tract or parcel of real property lying and being in Jamestown Township, Guilford county, North Carolina, and being more particularly described as follows:

000912

BEGINNING at an existing iron pin; said existing iron pin being located in the southern right-of-way line of Cashatt Road (SR#1155) and marking the northeastern most corner of that property owned (now or formerly) by Robert Ralph and Jane C. May (See Deed recorded in Book 3942, Page 1285, Guilford County Registry); running thence from said Beginning Point and along the northern boundary line of the Robert Ralph and Jane C. May property North 76° 59' 55" West 418.93 feet to an existing concrete marker; running thence from said existing concrete marker and along the eastern boundary line of that property owned (now or formerly) by E. J. and Suzanne C. Deering (See Deed recorded in Book 3885, Page 1874, Guilford County Registry) North 02° 13' 07" West 354.12 feet to an existing iron pin located in the southern margin of the right-of-way of Cashatt Road (SR #1155) running thence the following three courses and distances: (1) South 55° 11' 15" East 62.01 feet to a new iron pin; (2) South 41° 39' 07" East 507.04 feet to a new iron pin; and (3) South 45° 08' 03" East 47.98 feet to an existing iron pin to the Point and Place of Beginning,

This conveyance is subject to restrictions, rights-of-way, and easements of record, if any, and to 2001 ad valorem taxes.

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, his heirs, and/or 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 above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

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 caused this instrument to be executed in its partnership name by its duly authorized general partners all as of the day and year first above written.

D. H. GRIFFIN FAMILY LIMITED PARTNERSHIP

By: _____ (SEAL)
DAVID H. GRIFFIN, SR. General Partner

By: _____ (SEAL)
MARYLENE F. GRIFFIN, General Partner

* * * * * *

NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that DAVID H. GRIFFIN, SR. and MARYLENE F. GRIFFIN personally came before me this day and acknowledged that they are the general partners of D. H. GRIFFIN FAMILY PARTNERSHIP, a North Carolina Limited Partnership, and that by authority duly given and act of the limited partnership, the foregoing Deed was signed in its name by them as general partners.

WITNESS my hand and notarial seal this 18th day of June, 2001.

PATRICIA F. MURRAY NOTARY PUBLIC GUILFORD COUNTY, N.C.

_____
Notary Public

My Commission Expires:
2/22/2002

000913

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Patricia F. Murray

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

By: Teresa Steelman
Deputy - Assistant Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**THIS CERTIFICATION SHEET MUST REMAIN WITH THE DOCUMENT**

03/29/00

RECORDED - 467779
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5248
PAGE(S): 0915 TO 0917
06/18/2001 15:01:25
BK 0914

06/18/2001 GUILFORD CO. NC
1 DEEDS 467779 $6.00
2 DEEDS ADDN PBS $4.00

This Deed drawn by L. James Blackwood, II, COGGIN, BLACKWOOD & BRANNAN, Attorneys at Law, 108 Commerce Place, Greensboro, NC 27401-2509.

Permanent Address of Grantee: 421 Raleigh View Drive, Raleigh, N.C. 27610

$2,003.00 Stamps

1 PROBATE FEE $2.00

NORTH CAROLINA

GUILFORD COUNTY

DEED

GUILFORD COUNTY 6/18/2001
NC REAL ESTATE EXTX $2003.00

THIS DEED, made this 18th day of June, 2001, by and between DAVID H. GRIFFIN, SR., and wife, MARYLENE F. GRIFFIN, of Guilford County, North Carolina, hereinafter called Grantor, to MRR OF HIGH POINT, LLC a North Carolina Limited Liability Company, hereinafter called Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Jamestown Township, Guilford County, North Carolina, described as follows:

TRACT I. BEGINNING at a concrete marker control corner in the southern margin of Kivett Drive; running thence across Kivett Drive South 84° 6' East a distance of 455 feet to an iron pin; thence across Kivett Drive South 10° 39' East 172 feet to an iron pin in the northern margin of the old road; thence along the northern margin of the old road, North 62° 0' East 302 feet to an iron pin; thence South 84° 6' East 85.0 feet to an old iron pin; thence South 4° 54' West across Kivett Drive and along the west property lines of Daniel Mashburn and D. L. Kersey, a distance of 1,050 feet to an old iron pin, corner with the Robert Ragan Estate property; thence South 84° 7' West along the north line of the Robert Ragan Estate property 421.49 feet to an old iron pin; thence North 16° 39' 42" West along the East line of Harry Robinson and Ray Collins, a distance of 1136.35 feet to the point and place of BEGINNING, the same containing 14.77 acres, more or less, and being a portion of property conveyed by J. L. Kersey, et al. to Esther K. Ingram by deed dated April 6, 1962, recorded in Book 2014, Page 303, Guilford County, North Carolina, records.

SAVE AND EXCEPT from the above described 14.77 acre tract designated as Tract I all of the 1.741 acre tract heretofore conveyed by David H. Griffin, Sr., and wife to Oak Grove Baptist Church by Deed recorded in Deed Book 5222, Page 1834 Guilford county Public Registry, said 1.741 acre tract more particularly described as follows:

BEGINNING at a new iron pipe on the southern margin of the 60 foot right-of-way of Kivett Drive (State Road #1113) and also being the northwest corner of that property now or formerly owned by Oak Grove Baptist Church (the Grantee herein) as described in Deed recorded in Deed Book 5124, Page 1913, Guilford County Public Registry; thence from said beginning point South 10° 39' 00" East 89.30 feet to a new iron pipe in the northern margin of a 60 foot right-of-way of Old Kivett Loop (State Road No. 1150); thence along the northern margin of the right-of-way of Old Kivett Loop a curve to the right with curve radius of 268.72 feet a chord bearing and distance of South 74° 25' 12" West 95.55 feet to an iron pipe; thence continuing along the northern right-of-way margin of Old Kivett Loop South 84° 39' 40" West 313.30 feet to a new iron pipe in the northern right-of-way margin of Old Kivett Loop and also being the eastern boundary line of that property now or formerly owned by S.C. Dagenhart as described in Deed recorded in Deed Book 5049, Page 1850, Guilford County Public Registry; thence with the eastern property line of the said property now or formerly owned by Dagenhart North 16° 41' 13" West 265.0 feet to an

existing iron pipe; thence North 13° 29' 24" East 0.49 feet to a new iron pipe in the southern right-of-way margin of Kivett Drive; thence with the southern right-of-way margin of Kivett Drive South 76° 26' 43" East 476.74 feet to the point and place of beginning, the same containing approximately 1.741 acres more or less and being in accordance with survey prepared by Borum Wade & Associates dated February 15, 2001.

TRACT II. BEGINNING at an old iron pin in the East line of Tract I above, D. L. Kersey's corner; running thence South 85° 6' East along the South lines off D. L. Kersey and Walter Robbins, a distance of 1050.0 feet to an old stone corner; thence South 14° 25' 48" West along the west line of Kate Smith a distance of 1800.78 feet to an iron pin, Kate Smith's corner; thence North 85° 6' West along Kate Smith's line a distance of 759 feet to an iron pin; thence along the East line of Tract III described below, North 4° 54' East a distance of 781.18 feet to an old iron pin, corner of Tract III with property of the Robert Ragan Estate property; thence North 4° 54' East along the line of the Robert Ragan Estate property a distance of 1000.82 feet to the point and place of BEGINNING, the same containing 37.02 acres, more or less, and being the same property conveyed by J. L. Kersey, et al. to Esther K. Ingram by deed dated April 6, 1962, recorded in Book 2014, Page 303, Guilford County, North Carolina, records.

TRACT III. BEGINNING at an old iron pin in the line of Tract II above described, corner with property of the Robert Ragan Estate running thence South 4° 54' West along the west line of Tract II above described 781.18 feet to an iron pin, corner in line of Kate Smith; running thence North 64° 50' 5" West along the line of Kate Smith a distance of 521.6 feet to a stake in the creek; thence North 88° 6' West a distance of 132 feet to an old iron pin in Charles Kersey's line; thence North 0° 36' West along the line of Charles Kersey a distance of 610.5 feet to an old iron pin in the line of Robert Ragan Estate property; thence South 85° 9' East along the line of the Robert Ragan Estate property a distance of 679 feet to an old iron pin, the point and place of BEGINNING, the same containing 9.96 acres, more or less, being Plot No. 4, Division of Land of J. P. Kersey, allotted to Joseph N. Kersey, and recorded in Book 53, Page 437, et seq., and being the same property conveyed by J. L. Kersey, et al. to Esther K. Ingram by deed dated April 6, 1962, recorded in Book 2014, Page 303, Guilford County, North Carolina, records.

(The foregoing three Tracts of Land are shown and designated on a survey prepared by George Dean, Registered Engineer dated March 15, 1962, property of Mrs. J. S. Ingram (Esther K. Ingram) (J. N. Kersey land).

TRACT IV. BEGINNING at a concrete monument located on the western right-of-way line of Riverdale Drive, said monument being a common corner with the property now or formerly owned by Roger Dale Queen as described in Deed recorded in Book 4576, Page 354, Guilford County Public Registry and said monument further being located South 25° 42' 23" East 699.8 feet ± along the western right-of-way line of Riverdale Drive from the southeastern corner of property now or formerly owned by Michael Carroll Auman as described in Deed recorded in Deed Book 3504, Page 134 Guilford County Public Registry; thence from said beginning point along the western right-of-way line of Riverdale Drive South 25° 42' 23" East 209.57 feet to a concrete monument in the western right-of-way line of Riverdale Drive and common corner with heretofore described property now or formerly owned by Roger Dale Queen; thence with the common boundary of the property of Roger Dale Queen South 76° 29' 59" West 359.45 feet to a concrete monument; thence continuing with the common boundary of the heretofore described property of Roger Dale Queen North 18° 41' 47" West 209.74 feet to a concrete monument; thence continuing with the common boundary of the heretofore described property of Roger Dale Queen North 77° 11' 34" East 334.16 feet to a concrete monument, the point and place of beginning, being in accordance with survey prepared by Borum, Wade and Associates dated April 11, 2001.

The above described Tracts I, II, and III are all of that property heretofore conveyed to Grantor by Deed recorded in Deed Book 5133, Page 1476, Guilford County Public Registry SAVE AND EXCEPT the above described 1.741 acre parcel which Grantor has previously conveyed as heretofore stated.

The above described Tract IV is all that property heretofore conveyed to Grantor by Deed recorded in Book 5197, Page 1479, Guilford County Public Registry.

This conveyance is subject to restrictions, rights-of-way, and easements of record, if any, and to 2001 ad valorem taxes.

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, his heirs, and/or 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 above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

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.

000916

David H. Griffin Sr. (SEAL)
DAVID H. GRIFFIN, SR.

Marylene F. Griffin (SEAL)
MARYLENE F. GRIFFIN

* * * * * *

NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that DAVID H. GRIFFIN SR and wife, MARYLENE F. GRIFFIN, personally came before me this date and acknowledged the execution of the foregoing Deed.

WITNESS my hand and notarial seal-stamp this 18th day of June, 2001.

PATRICIA F. MURRAY NOTARY PUBLIC GUILFORD COUNTY, N.C.

Patricia F. Murray
Notary Public

My Commission Expires:
2/22/2002

000917

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Patricia F. Murray

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

By Teresa Steelman
Deputy - Assistant Register of Deeds

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**THIS CERTIFICATION SHEET MUST REMAIN WITH THE DOCUMENT**

03/29/00

GC - 1048 (Rev. 3/00)

001560

RECORDED - 511114
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5350
PAGE(S):1560 TO 1562
10/31/2001 15:41:45

1 DEEDS 511114 $6.00
1 DEEDS ADDN PGS $2.00
1 PROBATE FEE $2.00
GUILFORD COUNTY 10/31/2001
NC REAL ESTATE EXTX $310.00
GUILFORD COUNTY 10/31/2001
NC REAL ESTATE EXTX $381.00

This Deed drawn by L. James Blackwood, II, COGGIN, BLACKWOOD & BRANNAN, Attorneys at Law, 108 Commerce Place, Greensboro, North Carolina 27401.

Permanent Address of Grantee: City of High Point, 211 South Hamilton Street
High Point, N.C. 27261

STAMPS $381.00

NORTH CAROLINA

DEED

GUILFORD COUNTY

THIS DEED, made this 30th day of October, 2001, by and between MRR OF HIGH POINT, LLC, a North Carolina Limited Liability Company, Grantor, to CITY OF HIGH POINT, a North Carolina Municipal Corporation, Grantee.

WITNESSETH:

That the Grantor, for a valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in the City of High Point, Jamestown Township, Guilford County, North Carolina, more particularly described as follows:

BEGINNING at an iron pin located in the southern margin of Kivett Drive (S.R. 1113) said point also being the northwest corner of that property now or formerly owned by Daniel S. Mashburn and Beryl D. Mashburn as described in Deed recorded in Deed Book 2810, Page 780, Guilford County Public Registry; thence from said beginning point South 10° 43' 28" West 913.53 feet to an iron pin and common corner with the property now or formerly owned by Nina H. Kersey and W. C. Kersey as described in Deed recorded in Deed Book 3014, Page 653, Guilford County Public Registry; thence continuing South 10° 43' 28" West approximately 26.17 feet to an iron stake that is a northeast corner of property now or formerly owned by City of High Point as described in Deed recorded in Deed Book 2902, Page 908, Guilford County Public Registry and being further on the common boundary line with property of the Grantor that was conveyed to it as Tract 2 by Deed recorded in Book 5248, Page 914, Guilford County Public Registry's; thence along the boundary of the heretofore described property of the City of High Point North 78° 16' 5" West 421.21 feet to an iron stake being southeast corner of the property now or formerly owned by Elizabeth B. Robertson as described in Deed recorded in Deed Book 906, Page 179, Guilford County Public Registry; thence along the boundary of the property now or formerly owned by Robertson North 10° 42' 14" West 807.17 feet to an iron stake in the southern right-of-way margin of Old Kivett Loop; thence with the southern right-of-way margin of Old Kivett Loop the following courses and distances: South 89° 48' 21" East 303.87 feet, thence a curve to the left on a curve radius of 328.72 feet a chord bearing and distance of North 78° 32' 38" East 132.76 feet to an iron stake, and thence North 66° 53' 37" East 174.61 feet to an iron stake in the southern right-of-way margin of Kivett Drive said stake being further located South 2° 0' 34" East 32.16 feet from a nail in the right-of-way of Kivett Drive; thence along the southern right-of-way margin of Kivett Drive South 70° 54' 44" East 150.91 feet to the point and place of beginning and being in accordance with survey dated May 15, 2001 by Larry M. Terry, Professional Land Surveyor, Job No. 7980-127-19.

001561

The above parcel of land is further all of that property described as Tract 1 (including as said Tract 1 as described with the SAVE AND EXCEPT more fully described therein) in the above referenced Deed of Trust recorded in Book 5248, Page 918, Guilford County Public Registry.

This conveyance is made subject to restrictions, rights-of-way and easements of record, if any, and to 2001 Guilford County ad valorem taxes.

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, his heirs, and/or successors and assigns forever.

And the Grantor covenants that it 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 above stated, if any), and that it will warrant and defend the said title to the same against the lawful claims of all person whomsoever.

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, a Limited Liability Company, has caused this instrument to be executed in its appropriate company name by its duly authorized Manager and has adopted as its seal the word (SEAL) appearing at or beside its name and his signature, this sealed instrument being executed and delivered on the date and year first above written.

MRR OF HIGH POINT, LLC

By: _____ (SEAL)
F. NORBERT HECTOR, JR., Manager

* * * * *

NORTH CAROLINA

GUILFORD COUNTY

I the undersigned Notary Public, do hereby certify that F. NORBERT HECTOR, JR., who is the sole Manager, personally came before me this day and acknowledged that he is the sole Manager of MRR OF HIGH POINT, LLC, a North Carolina Limited Liability Company, and that by authority duly given and act of the limited liability company, the foregoing Deed was signed by him as its Manager.

WITNESS my hand and notarial seal this 30th day of October, 2001.

PATRICIA F. MURRAY NOTARY PUBLIC GUILFORD COUNTY NC

Patricia F. Murray
Notary Public

My Commission Expires
2-22-2002

001562

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Patricia F. Murray

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

By: W. Steven Parrish
Deputy - ~~Assistant~~ Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**THIS CERTIFICATION SHEET MUST REMAIN WITH THE DOCUMENT**

03/29/00

GC - 1046 (Rev. 3/00)

 BLACKWOOD P/U

RECORDED - 511115
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5350
PAGE(S):1563 TO 1567
10/31/2001 15:41:57

001563

This Instrument drawn by L. James Blackwood, II
Coggin, Blackwood & Brannan
108 Commerce Place
Greensboro, N.C. 27401

1 MISC DOCUMENTS 511115 $6.00
3 MISC DOC ADDN PGS $6.00
1 PROBATE FEE $2.00

Permanent Address of Grantee: 421 Raleigh View Road, Raleigh, N.C. 27610

4 P 1

**NORTH CAROLINA**

**GUILFORD COUNTY**

**RIGHT-OF-WAY ACCESS EASEMENT AGREEMENT**

This Right-of-Way Access Easement Agreement made and entered into as of this 31 day of October, 2001 by and between the CITY OF HIGH POINT, a North Carolina Municipal Corporation (hereinafter referred to as "Grantor") and MRR OF HIGH POINT, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of all interest in a certain tract of land which by deed dated October 30, 2001is being conveyed by Grantee to Grantor and is more fully described in that certain Deed recorded in Deed Book 5350, Page 1560, Guilford County Public Registry the description of said property set forth in said Deed being incorporated herein by reference and Grantor is further the owner of that certain tract of land which is more fully described in Deed to Grantor recorded in Book 2902, Page 908, Guilford County Public Registry the description of said property therein described being incorporated herein by reference (collectively the descriptions of both said properties as described in the above two Deeds (hereinafter called the "Property"); and

WHEREAS, Grantee is and remains the owner of certain property adjacent to and southeast of the Property of Grantor as above described which remaining adjacent property of Grantor is more fully described in Deed recorded in Book 5248, Page 914, Guilford County Public Registry; and

WHEREAS, the purpose of this Right-of-Way Access Easement Agreement is to set forth and memorialize on the records in Guilford County Public Registry a private 100 foot right-of-way from Kivett Drive to the remaining property of Grantee along the eastern boundary line of the Property of Grantor and to establish permanently the rights of Grantee of ingress and egress along said access right-of-way in perpetuity as herein set forth.

001564

NOW, THEREFORE, in consideration of the premises and the further consideration of One dollar ($1.00) in hand paid the receipt of which is hereby acknowledged Grantor has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns the perpetual right and easement 100 feet in width of ingress, egress and regress over and along the Property which is adjacent to and parallel and bounds the eastern boundary line of Grantor's Property all as more fully set forth and described as follows:

BEING a 100 foot right-of-way adjacent and to the west of Grantor's eastern boundary line from the southern right-of-way margin of Kivett Drive as follows:

BEGINNING at an iron pin located in the southern margin of Kivett Drive (S.R. 1113) said point also being the northwest corner of that property now or formerly owned by Daniel S. Mashburn and Beryl D. Mashburn as described in Deed recorded in Deed Book 2810, Page 780, Guilford County Public Registry; thence from said beginning point South 10° 43' 28" West 913.53 feet to an iron pin and common corner with the property now or formerly owned by Nina H. Kersey and W. C. Kersey as described in Deed recorded in Deed Book 3014, Page 653, Guilford County Public Registry; thence continuing South 10° 43' 28" West approximately 26.17 feet to an iron stake that is a northeast corner of property now or formerly owned by City of High Point as described in Deed recorded in Deed Book 2902, Page 908, Guilford County Public Registry and being further on the common boundary line with property of the Grantee herein (MRR of High Point, LLC) that was conveyed to it as Tract 2 by Deed recorded in Book 5248, Page 914, Guilford County Public Registry; thence continuing along the eastern boundary line of the property of Grantor described as Tract 1 in Deed recorded in Deed Book 2902, Page 908, South 10° 43' 28" West 73.83 feet to a point; thence North 42° 11' 21" West 125.35 feet to a point in the northern boundary line of the property of Grantor as described in Deed Book 2902, Page 908, and being on the southern boundary line of the property heretofore described which by Deed of even date is being conveyed to Grantor by Grantee; thence from said point North 10° 43' 28" East along a line parallel to and 100 feet westerly from the eastern boundary line of the property of Grantor a distance of approximately 950± feet to a point on the southern right-of-way margin of Kivett Drive; thence along the southern right-of-way margin of Kivett Drive South 70° 54' 44" East approximately 110± feet to the point and place of beginning and further being in accordance with Map entitled "Exhibit Drawing for MRR of High Point, LLC", which is attached hereto as Exhibit A and incorporated herein by reference.

The rights herein granted shall be limited to Grantee and its successors in title and ownership of fee interest in any part of the property of Grantee, its invitees and guests it being intended that any subsequent owners of any part of Grantee's property will have and succeed to the rights and easements herein granted to Grantee but subject to the obligations, costs and

maintenance as hereinafter provided. The granting of this easement and recording of same shall in no way be construed as dedication of this private drive to the rights of the public.

TO HAVE AND TO HOLD all the rights and easements herein granted to Grantee, its successors and assigns forever it being agreed that the rights and easements herein granted are appurtenant to and run with the lands of Grantee and are to inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns forever.

Grantee by acceptance and recording of this Right-of-Way Access Easement Agreement acknowledges and agrees that it shall be obligated as to all costs and expense in constructing and improving access driveway and maintain the same in good repair.

IN WITNESS WHEREOF, Grantor has caused this Right-of-Way Access Easement Agreement to be executed under seal all as of the day and year first above written.

(CORPORATE SEAL)

GRANTOR:

CITY OF HIGH POINT

By: _____
Mayor

ATTEST:

_____
City Clerk

* * * * * *

NORTH CAROLINA

GUILFORD COUNTY

I the undersigned Notary Public do hereby certify that Lisa B. Vierling personally came before me this date and acknowledged that s/he is _____ City Clerk of the City of High Point and that by authority duly given and the act of a municipality the foregoing document was signed in its name by its _____ Mayor sealed with its Corporate Seal and attested by her/himself as its _____ City Clerk.

Witness my hand and official seal this 31 day of October, 2001.

OFFICIAL SEAL
Notary Public - North Carolina
GUILFORD COUNTY
CYNTHIA C. DUNCAN-SMITH
My Commission Expires 2-28-05

_____
Notary Public

My Commission Expires:
2/28/05

BK 5350 PG 1566

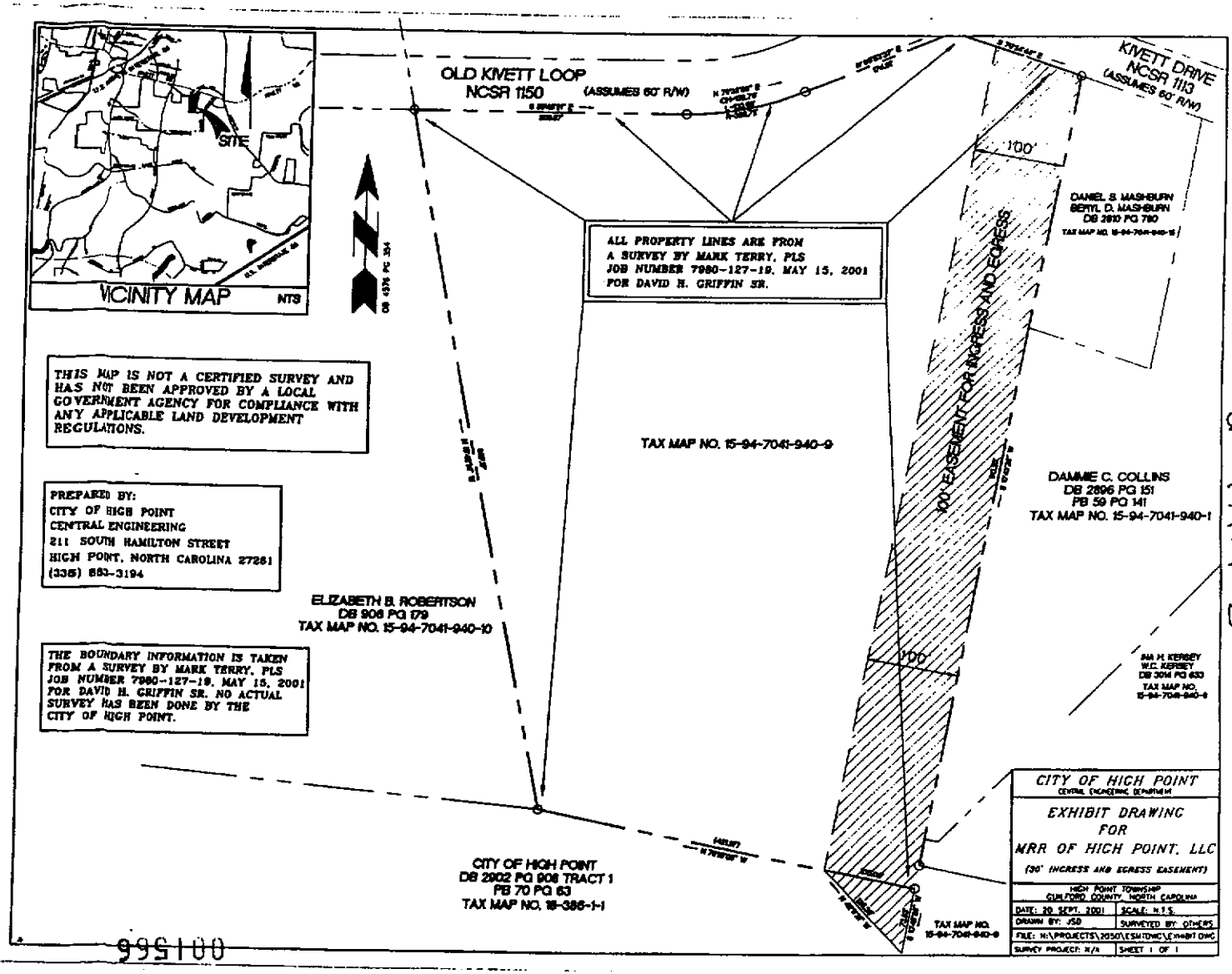


Exhibit A

995100

001567

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Cynthia C. Duncan-Smith

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

By: N. Steven Passiak
Deputy - Assistant Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**THIS CERTIFICATION SHEET MUST REMAIN WITH THE DOCUMENT**

03/29/00

GC - 1048 (Rev. 3/00)

BLACKWOOD P/N

001568

RECORDED - 511116
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5350
PAGE(S):1568 TO 1573
10/31/2001 15:42:25

1 PROBATE FEE $2.00

1 DEEDS 511116 $6.00
4 DEEDS ADDN PGS $8.00

Excise Tax $

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

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

by .....

Mail after recording to .....

SP 1 .....

This instrument was prepared by David L. Maynard, Attorney-at-Law .....

Brief description for the Index 2.75952 acres

# NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 8th day of October, 2001, by and between

| GRANTOR | GRANTEE |
|---|---|
| CITY OF HIGH POINT, a municipal corporation | MRR OF HIGH POINT, LLC, a North Carolina Limited Liabilty Company<br><br>421 Raleigh View Road<br>Raleigh, NC 27610 |

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 ....., Jamestown Township, Guilford County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE, THE SAME AS IF FULLY SET OUT HEREIN.

N. C. Bar Assoc. Form No. 3 © 1976, Revised © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. – 1981

001569

The property hereinabove described was acquired by Grantor by instrument recorded in .....

Deed Book 2902, page 908, Guilford County Registry

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

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

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

This conveyance is made subject to all rights of way, easements and restrictions of record, if any.

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.

CITY OF HIGH POINT (Corporate Name)

By: Arnold D. Toomes

Mayor

ATTEST: Lisa B. Vierling

City Clerk

USE BLACK INK ONLY

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

SEAL-STAMP

NORTH CAROLINA, ..... County.

I, a Notary Public of the County and State aforesaid, certify that .....

..... Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ..... day of ....., .....

My commission expires: ..... Notary Public

SEAL-STAMP

NORTH CAROLINA, Guilford County.

I, a Notary Public of the Randolph County and State aforesaid, certify that Lisa B. Vierling,

personally came before me this day and acknowledged that she is City Clerk of

The City of High Point a municipal corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor,

sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official stamp or seal, this 12th day of October, 2001

OFFICIAL SEAL
Notary Public - North Carolina
RANDOLPH COUNTY
JUDY H. PEELE
My Commission Expires 8/25/2002

My commission expires: 8/25/02 Judy H. Peele Notary Public

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

N. C. Bar Assoc. Form No. 3 © 1976. Revised © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. — 1981

001570

EXHIBIT A

# Description
*of a portion of the lands of*
**the City of High Point**
**to be conveyed to**
**MRR of High Point, LLC**
**High Point Township**
**Guilford County, North Carolina**

Being a portion of the lands of the City of High Point, known as Kersey Valley Landfill as acquired in Deed Book 2902, Page 908 (Tract I) and as shown on a plat recorded in Plat Book 70, at page 63 and described as follows:

Beginning at an iron stake marking the southeasterly corner of the lands of the City of High Point (Plat Book 70, Page 63), said iron stake marking a corner of the lands of MRR of High Point,LLC (Deed Book 5248, Page 914) formerly the lands of Billy Ingram;

thence with the northerly line of said lands of MRR of High Point,LLC North 86° 49' 12" West 443.07 feet to a point in the centerline of an unnamed branch;

thence in a northerly upstream direction with the centerline and meanders of said branch the following sixty-eight (68)courses and distances:

1) North 44° 58' 12" West 6.45 feet, thence
2) North 54° 09' 15" West 14.47 feet, thence
3) North 04° 06' 22" West 9.78 feet, thence
4) North 78° 36' 31" West 7.11 feet, thence
5) North 01° 55' 57" East 8.45 feet, thence
6) North 07° 13' 11" East 34.98 feet, thence
7) North 88° 25' 28" East 11.39 feet, thence
8) North 07° 38' 58" East 17.21 feet, thence
9) North 35° 02' 22" East 14.46 feet, thence
10) North 03° 59' 37" West 23.56 feet, thence
11) North 42° 43' 50" East 13.87 feet, thence
12) South 84° 17' 44" East 13.58 feet, thence
13) North 75° 12' 23" East 16.66 feet, thence
14) North 49° 03' 07" East 11.20 feet, thence
15) North 66° 16' 58" East 12.66 feet, thence
16) North 03° 50' 23" West 8.47 feet, thence
17) North 21° 25' 39" East 10.48 feet, thence
18) North 77° 14' 11" East 8.67 feet, thence
19) South 53° 55' 19" East 8.92 feet, thence
20) South 51° 54' 50" East 23.33 feet, thence
21) North 87° 46' 27" East 21.30 feet, thence

22) North 82° 54' 30" East 47.56 feet, thence
23) North 05° 09' 14" West 24.73 feet, thence
24) North 20° 31' 53" East 11.51 feet, thence
25) North 83° 42' 03" East 6.27 feet, thence
26) South 44° 45' 49" East 14.84 feet, thence
27) North 87° 05' 26" East 21.18 feet, thence
28) South 10° 45' 52" West 16.25 feet, thence
29) South 25° 59' 49" East 5.91 feet, thence
30) South 87° 54' 37" East 15.52 feet, thence
31) North 84° 36' 10" East 13.56 feet, thence
32) North 03° 24' 56" West 8.04 feet, thence
33) North 43° 27' 18" East 9.91 feet, thence
34) South 54° 10' 26" East 10.40 feet, thence
35) North 69° 12' 20" East 15.35 feet, thence
36) North 25° 59' 21" East 18.89 feet, thence
37) North 05° 11' 42" East 13.95 feet, thence
38) North 25° 51' 03" East 15.57 feet, thence
39) North 74° 09' 31" East 19.42 feet, thence
40) North 08° 27' 14" East 12.36 feet, thence
41) North 28° 49' 42" West 24.66 feet, thence
42) North 29° 33' 57" East 8.40 feet, thence
43) North 50° 26' 21" East 11.65 feet, thence
44) North 04° 25' 54" East 15.28 feet, thence
45) North 46° 52' 39" East 18.41 feet, thence
46) North 22° 38' 29" East 8.05 feet, thence
47) North 09° 15' 25" East 23.04 feet, thence
48) North 27° 03' 00" East 10.49 feet, thence
49) North 45° 30' 19" West 12.48 feet, thence
50) North 05° 29' 57" East 14.36 feet, thence
51) North 24° 57' 39" East 17.71 feet, thence
52) North 63° 05' 43" East 21.13 feet, thence
53) North 71° 41' 49" East 34.60 feet, thence
54) North 51° 05' 56" East 11.97 feet, thence
55) North 08° 43' 28" West 11.87 feet, thence
56) North 21° 57' 05" East 14.48 feet, thence
57) North 63° 07' 46" East 13.61 feet, thence
58) South 56° 18' 44" East 5.58 feet, thence
59) North 70° 17' 07" East 9.54 feet, thence
60) North 46° 17' 05" East 8.12 feet, thence
61) North 24° 05' 03" West 12.12 feet, thence
62) North 12° 06' 25" East 21.88 feet, thence

001572

63) North 03° 14' 42" West 7.64 feet, thence
64) North 38° 52' 46" East 16.89 feet, thence
65) North 75° 59' 51" East 5.26 feet, thence
66) South 61° 19' 59" East 18.60 feet, thence
67) North 79° 45' 08" East 12.85 feet, and thence
68) North 38° 35' 59" East 7.17 feet to a point on the westerly line of the aforementioned lands of MRR of High Point,LLC; thence departing said branch and with said westerly line of MRR of High Point,LLC South 03° 15' 14" West 522.48 feet to the point of Beginning and containing 120,205 Square Feet or 2.75952 Acres of land hereby conveyed;

The aforementioned deeds and plats being recorded among the land records of Guilford County, North Carolina.

Project: 97020
Parcel: 386-01-001
File: 97020/desc2.doc

001573

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Judy H. Peele

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

By: N. Steven Garrick
Deputy - Assistant Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**THIS CERTIFICATION SHEET MUST REMAIN WITH THE DOCUMENT**

03/29/00

03/04/2003 GUILFORD CO. NC
1 DEEDS 677555 $12.00
4 DEEDS ADDN PGS $12.00

1 PROBATE FEE $2.00

GUILFORD COUNTY 3/ 4/2003
NC REAL ESTATE EXTX $2370.00

RECORDED - 677555
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 5759
PAGE(S):1144 TO 1149
03/04/2003 12:35:13

1144

# GENERAL WARRANTY DEED©

EXCISE TAX: $ 2,370.00

DOCUMENT RETURN: Blackwood P/U

PREPARED BY: Ben Farmer, Attorney

DATE OF DEED: 26 February 2003

GRANTOR: Roger Dale Queen and spouse, Amanda L. Queen

GRANTEE: MRR of High Point, LLC, a North Carolina limited liability company

GRANTEE ADDRESS: 421 Raleigh View Road, Raleigh, NC 27610

The designation Grantor and Grantee includes Grantor's and Grantee's heirs, successors, and assigns, and includes 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, transfer, and convey unto the Grantee in *fee simple*, all of that certain lot or parcel of land situated in Jamestown Township, Guilford County, North Carolina and more particularly described as:

All of the real property appearing on Exhibit A attached hereto and incorporated herein by reference.

---

The Grantee shall have and hold in *fee simple* the real property herein conveyed and all of its privileges and appurtenances.

TITLE ENCUMBRANCES: Restrictions, easements, and rights of way of record or visible over said real property and *ad valorem* taxes for the year of this conveyance.

Excepting the title encumbrances herein cited, Grantor covenants with the Grantee that: (1) Grantor is seized of the premises in *fee simple*, (2) Grantor has the right to convey the same in *fee simple*, (3) title is marketable and free and clear of all encumbrances, and (4) Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

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

001145

Roger Dale Queen (SEAL)
Roger Dale Queen

Amanda L. Queen (SEAL)
Amanda L. Queen

---

SEAL - STAMP:

NORTH CAROLINA, Guilford County.

I, a Notary Public of the County and State aforesaid, certify that Roger Dale Queen and spouse, Amanda L. Queen, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3rd day of March, 2003.

My commission expires: 30 November 2003

Notary Public: Shirley S. McDaniel

***EXHIBIT A***

***TO DEED***
***FROM ROGER DALE QUEEN AND WIFE, AMANDA L. QUEEN***
***TO***
***MRR OF HIGH POINT, LLC***

***PROPERTY DESCRIPTION***

The property hereby conveyed is all of that property generally known as 5822 and 5822 near Riverdale Road, High Point, North Carolina, Guilford County Tax Map #: 523-1-2 and 523-1-4 more particularly described as follows:

***TRACT I:***

BEGINNING at an existing iron pin in the westerly right-of-way line of Riverdale Road (N.C. Secondary Road #1145) approximately 2.3 miles northerly along Riverdale Road from N.C. Highway 62, at the corner or line of Louise M. Steele; thence along the Steele and then the Richard Odell Hutchens west lines the following courses and distances: South 13° 0' West 234.55 feet and thence South 12° 41' 20" West 1886.16 feet to an existing iron pin in the northerly line of property now or formerly owned by the City of High Point as shown in Plat Book 174, Page 149, Guilford County Public Registry; thence along the City of High Point line North 77° 48' 47" West 202.91 feet to a concrete monument; thence North 68° 20' 51" West 309.85 feet (passing through an existing iron pin at 146.14 feet and through a concrete monument) to the centerline of a branch; thence along and with the line of property now or formerly owned by James H. Matthews as described in Deed recording in Book 3161, Page 20, Guilford County Public Registry and along the centerline of the branch North 11° 30' 18" West 310.26 feet, North 20° 57' 58" West 156.34 feet, North 41° 43' 59" West 56.00 feet, North 56° 29' 28" West 189.63 feet, North 35° 23' 01" West 108.40 feet, North 39° 40' 20" East 148.50 feet, North 42° 15' West 119.27 feet, North 29° 08' 56" West 99.46 feet, North 67° 51' 20" West 76.73 feet, North 84° 49' 17" West 116.68 feet, North 22° 03' 51" West 33.40 feet, North 06° 40' 15" East 70.90 feet, North 67° 49' 14" West 69.37 feet, South 69° 14' 51" West 29.48 feet and North 28° 33' 41" West 18.21 feet to a concrete monument in center of the branch and being on eastern property line of property now or formerly owned by Mitchell Grove United Methodist Church as described in Deed recorded in Book 3257, Page 269, Guilford County Public Registry; thence along said eastern property line North 18° 09' 53" East 419.74 feet to an iron pin north of the power transmission line, also being southern corner of property formerly owned by Billy S. Ingram as described in Deed recorded in Book 2397, Page 153, Guilford

County Public Registry; thence along Ingram's line North 18° 56' 18" East 1968.71 feet passing through four iron pins, to a stone corner now or formerly of Billy S. Ingram in the south line of property now or formerly owned by Walter B. Robbins as described in Deed recorded in Book 1168, Page 581, Guilford County Public Registry; thence South 78° 30' 30" East 46.14 feet along Robbins line to an existing iron pin corner of property now or formerly owned by Michael Carroll Auman as described in Deed recorded in Book 3504, Page 134, Guilford County Public Registry; thence South 78° 32' 29" East 254.24 feet to the westerly right-of-way line of Riverdale Road (S.R. #1145); thence along and with said westerly right-of-way of said road, South 06° 11' 14" East 179.94 feet to a point; thence along said right-of-way with a curve with an angle of 03-29-50, a tangent of 33.77, a radius of 1106.188, a length of 67.52 feet a chord distance of 67.507 feet and a chord bearing of South 07° 56' 09" East; thence leaving the road North 62° 12' 09" West 219.20 feet; thence North 82° 31' 59" West 138.07 feet; thence South 06° 46' 29" East 180.05 feet; thence South 87° 22' 35" East 324.67 feet; thence South 87° 22' 35" East 0.36 feet to an iron pin in the westerly right-of-way of Riverdale Road; thence along Riverdale Road right-of-way westerly line with a curve to the left: A=12-08-13, T=37.542, radius =117.602 feet, a length of 234.323 feet, a chord distance of 233.885 feet and a chord bearing South 19° 38' 25" East; thence continuing along said right-of-way South 25° 47' 22" East 144.20 feet to a concrete monument; thence leaving said right-of-way South 77° 11' 34" West 334.16 feet to a concrete monument; thence South 18° 41' 47" East 209.74 feet to a concrete monument; thence North 76° 29' 59" East 359.45 feet to a concrete monument in the westerly right-of-way of Riverdale Road; thence along and with said right-of-way of Riverdale Road South 25° 42' 02" East 369.73 feet to another concrete monument in said road right-of-way; thence with the road right-of-way with a curve to the left: A=13-03-44, tangent = 145.95, radius = 1274.834, a length of 290.635 feet, a chord distance of 290.006, and chord bearing South 32° 13' 54" East to the iron stake being the point and place of beginning, containing approximately 73.613 acres according to a survey for R. Dale Queen et ux Amanda L. Queen by Paul A. Lawson, Registered Land Surveyor, Triangle Surveying & Map Company, 7082 Suits Road, Archdale, North Carolina dated August 4, 1997 to which reference is hereby.

***TRACT 2:***

BEGINNING at a point in the westerly right-of-way line of Riverdale Road (S.R. 1145) located 247.46 feet southerly along said right-of-way from the northerly most point in said right-of-way of Tract I description of this same Deed which reference point is Michael Carroll Auman's corner in Deed Book 3504, Page 134, of the Guilford County Registry; thence North 62° 12' 09" West 219.20 feet (passing through an existing iron pin at 0.11 foot) to an existing iron pin; thence North 82° 31' 59" West 138.07 feet to an iron pin; thence South 06° 46' 29" East 180.05 feet to an existing iron pin; thence South 87° 22' 35" East 324.67 feet to an

existing iron pin and an additional 0.36 feet to the right-of-way; thence northwardly along the western right-of-way line of Riverdale Road with a slight curve 75.054 feet to the beginning containing 1.04 acres more or less and the same also being all of New Lot "1" of final Plat for Division of Dorothy M. Hodgin property as per plat thereof recorded in Plat Book 99, Page 53 Guilford County Public Registry.

871100

641100

KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Shirley A McDaniel

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

By: Jane Schultz
Deputy - Assistant Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**This certification sheet is a vital part of your recorded document.**
**Please retain with original document and submit when re-recording.**

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

I, Lisa B. Vierling, MMC, City Clerk of the City of the City of High Point, North Carolina, do hereby certify that the attached minutes are copies of the official minutes located in Minute Book #81 and constitutes official action by the City Council of the City of High Point during meetings held on November 6, 2006, November 9, 2006 and November 20, 2006 in the Council Chambers of the Municipal Office Building, 211 South Hamilton Street, High Point, NC.

As of this date, action taken by the High Point City Council relative to this particular action, has not been amended, rescinded or repealed, and is in full force and effect.

**WITNESS** my hand and the Corporate Seal of the City of High Point, this the 12th day of December, 2006.

Lisa B. Vierling, MMC
City Clerk

North Carolina,
Guilford County.

I, Dawn J. Davis, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that by authority duly given and as an act of said City, she personally appeared before me this date and executed the foregoing Certification.

**WITNESS** my hand and Notarial Seal,
this 12th day of December, 2006.

Dawn J. Davis, Notary Public

My commission expires: 8/19/08

DAWN DAVIS
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission expires 8/19/08

# CITY OF HIGH POINT MUNICIPAL OFFICE BUILDING

## COMMITTEE OF THE WHOLE

**November 6, 2006 4:45/5:30 P.M.**

**ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**

Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem Bernita Sims, and Council Members Latimer B. Alexander, IV, William S. Bencini; John Faircloth; Michael D. Pugh; Lisa Stahlmann, M. Christopher Whitley and Ronald B. Wilkins were present.

Note: Mayor Pro Tem Sims joined the meeting at approximately 5:15 p.m. She was not present during committee discussions and votes on all matters. Notations of this will be reflected throughout the minutes.

Council Member Alexander offered the invocation; the Pledge of Allegiance was led by Boy Scout Troop #42.

**MOTION TO SUSPEND THE RULES TO MAKE ALL ACTION FINAL AT TONIGHT'S MEETING**

*At the conclusion of the Committee of the Whole Session, and after all matters were heard by Council,* **motion was made by Council Member Wilkins, seconded by Council Member Stahlmann to suspend the rules in order to take final action on these matters at tonight's meeting. The motion carried unanimously. (9-0 vote)**

**Motion was then made by Council Member Whitley seconded by Council Member Alexander that all Committee recommendations stand as final action regarding these matters. The motion carried unanimously. (9-0 vote)**

**APPROVAL OF THE MINUTES FROM PREVIOUS MEETINGS**

**Upon motion by Council Member Wilkins and second by Mayor Pro Tem Sims, the minutes of the following meetings were unanimously approved as submitted.**

- *Special Called Meeting; Friday, October 13th @ 12:00 p.m.*
- *Combined Meeting; Monday, October 16th @ 4:45/5:30 p.m.*
- *Regular Meeting (Public Hearing); Thursday, October 29th @ 9:00 a.m.*
- *Special Called Meeting; Thursday, October 26th @ 9:00 a.m.*

*Note: Councilwoman Stahlmann asked that the approval of the minutes of the Adjourned Session on October 19th @ 9:30 a.m. be delayed due to some corrections. These minutes will be placed on the November 20th Agenda for approval.*

## PRESENTATION OF ITEMS

**FINANCE COMMITTEE** - Council Member Whitley, Chair
(Members: Bencini, Faircloth and Pugh)

(all committee members were present)

060260 **Resolution - Bid No. 10 - Transformers**

Council is requested to adopt a resolution awarding contract for Bid No. 10 for Transformers for warehouse stock. Purchasing and the Electric Department recommend that contact be awarded to Irby, Company in the amount of $225,045 which the lowest responsible and responsive bidder meeting specifications.

*Chairman Whitley explained that this matter was discussed during a Finance Committee Meeting held at 3:30 p.m. prior to tonight's meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Bencini, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted resolution awarding the contract to Irby Company for the purchase of transformers for warehouse stock in the amount of $225,045 which is the lowest responsible and responsive bidder meeting specifications.*

**Resolution No. 1231/06-74** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 74**

060261 **Resolution - Bid No. 08 - Existing Water and Sewer Maintenance**

Council is requested to adopt a resolution awarding contract for Bid No. 08 for Existing Water and Sewer Maintenance. Purchasing and Engineering Services recommend that contract be awarded to Breece Enterprises, Inc. in the amount of $350,000 which is the lowest responsible and responsive bidder meeting specifications.

*Chairman Whitley announced that this matter was discussed during a Finance Committee held at 3:30 p.m. prior to this meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Alexander, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted resolution awarding contract to North Pacific for the purchase of poles to construct a transmission line for the Barrow Road widening project in the amount of $401,025.00 which is the lowest responsible and responsive bid meeting specifications.*

**Resolution No. 1232/06-75** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 75**

060269 **Resolution - Bid No. 15 - Poles**

Council is requested to adopt a resolution awarding contract for Bid No. 15 for the purchase of Poles to construct transmission line for Barrow Road widening project. Purchasing and Electric recommend that contract be awarded to North Pacific in the amount of $401,025.00 which is the lowest responsible and responsive bid meeting specifications.

*Chairman Whitley announced this matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Bencini, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted resolution awarding contract to Breece Enterprises, Inc. in the amount of $350,000 which is the lowest responsible and responsive bidder meeting specifications.*

**Resolution No. 1235-1 ~~1233~~/06-76** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 76**

060268 **Ordinance Amendment - Budget Appropriation - Capital Grant Funds for Downtown Improvements**

Council is requested to adopt an ordinance amending the 2006-2007 Budget Ordinance to appropriate capital grant funds in the amount of $40,000.00 for Downtown Improvements.

*Chairman Whitley noted that this matter was discussed during a Finance Committee Meeting held at 3:30 p.m. prior to this meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Alexander, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted Ordinance amending the 2006-2007 Budget Ordinance to appropriate capital grant funds in the amount of $40,000.00 for downtown improvements.*

**Ordinance No. 6391/06-77** **Introduced 11/06/06**
**Adopted 11/06/06**
**Ordinance Book Volume XV, Page 77**

**060264** **Budget Ordinance Amendment - Library Operation Server**

Council is requested to adopt an ordinance amending the 2006-2007 Budget Ordinance to appropriate funds in the amount of $75,196.00 for Lease-Purchase Funds for Library Operation Server.

*Chairman Whitley announced this matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Alexander, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted Ordinance amending the 2006-2007 to appropriate funds in the amount of $75,196.00 for lease purchase funds for the Library operation server.*

**Ordinance No. 6392/06-78** **Introduced 11/06/06**
**Adopted 11/06/06**
**Ordinance Book Volume XV, Page 78**

**060263** **Resolution - Lease-Purchase for Library Operations Servers**

Council is requested to adopt a resolution authorizing the City Manager and Financial Services Director to execute a lease-purchase financing contract in the amount of $75,196.00 with BB&T Governmental Finance for the replacement of the computer equipment in the Library.

*This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Alexander, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted resolution authorizing the City manager and Financial Services Director to execute a lease-purchase financing contract in the amount of $75,196.00 with BB & T Governmental Finance for the replacement of the computer equipment in the Library.*

**Resolution No. 1234/06-77-I** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 77-I**

060262 **Resolutions - Authorizing Changes to Administrative Purchasing Procedures**
Council is requested to adopt resolutions authorizing changes to administrative purchasing procedures to update the City's Code of Ordinances due to changes in State laws .

*This matter was discussed during a Finance Committee Meeting held at 3:30 p.m. prior to this meeting.*

*Council Member Wilkins asked about the specific changes. It was noted that it would allow the Director of Financial Services the option of doing on-line auction for sale of items. City Attorney Fred Baggett added that adoption of these resolutions amending the City's Code of Ordinances would allow the city the option of conducting on-line auctions, but wouldn't require it and adoption of these changes would bring the city up-to-date with the state law regulating purchasing procedures. He further clarified that the exact process would be at staff's discretion and this would give them the authority, but with reporting requirements.*

*Following the discussion, the Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion was made by Council Member Whitley, seconded by Council Member Bencini, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted Resolutions authorizing changes to the administrative purchasing procedures to update the City's Code of Ordinances due to changes in State laws and adopted Ordinance*
*Amending Title 3, Chapter 1 of the Code of Ordinances for the City of High Point regarding Financial Administration.*

**Resolution No. 1235/06-78; 1236/06-79; 1237/06-80** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 78; 79; 80**

**Ordinance No. 6393/06-79** **Introduced 11/06/06**
**Adopted 11/06/06**
**Ordinance Book Volume XV, Page 79**

060259 **Public Hearing - Resolution - Concerning Expenditures by the City of High Point for Economic Development Purposes**
Thursday, November 9, 2006 at 9:00 a.m. is the date established to receive public comments on adopting a resolution concerning expenditures by the City of High Point on proposed Economic Development Incentives associated with the proposed

location of a company in the Kivett Drive Industrial Park, on the west side of N. Pendleton Street.

*No action is required for this matter at this time. It was placed on tonight's Agenda as a matter of information that a public hearing will be held on Thursday, November 9, 2006 at 9:00 a.m. for consideration of economic development incentives for POLO.COM.*

**060270** **Purchase of Property - 930 Old Winston Road - Proposed Fire Station**

Council is requested to authorize the City Attorney to proceed with the purchase of property located at 930 Old Winston Road in the amount of $300,000.00 for a proposed new fire station.

*Chairman Whitley noted that this matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting and noted that a settlement has been reached with the owner of the property at 930 Old Winston Road for the new Fire Station #4 in the amount of $300,000.00.*

*The Committee recommended that this matter be placed on Thursday's Agenda with a favorable recommendation for approval of the purchase of this property.*

*Approved the purchase of the property located at 930 Winston Road in the amount of $300,000.00*

**A motion was made by Council Member Whitley, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 8-1 vote:**

**Votes:** **Aye:** Mayor Smothers, Council Member Alexander, Council Member Bencini, Council Member Faircloth, Council Member Pugh, Mayor Pro Tem Sims, Council Member Whitley and Council Member Wilkins

**Nay:** Council Member Stahlmann

**Exhibit Book Volume VII, Page 1**

**PUBLIC SAFETY COMMITTEE** - Council Member Alexander, Chair
(Members: Faircloth, Stahlmann, Pugh and Wilkins)

(all committee members were present)

**060251** **Ordinance - Demolition of Dwelling - 623 S. Elm Street - Hussian/Afshan**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 623 E. Elm Street belonging to Shah Shabbir Hussian & Nayyar Afshan.

*Chairman Alexander asked if there was anyone present that would like to speak regarding this matter.*

*Mr. Shah Shabbir Hussian, one of the owners of the property, addressed Council. Mr. Hussian informed Council that he had secured a contract to make some improvements to the structure, but the contractor is now in prison and he has to get another contractor. He noted that the structure was damaged by a fire about a month ago and he is in the process of trying to settle with his insurance company; Attorney Jim Morgan is representing him. Katherine Bossi, Local Codes Enforcement Supervisor noted that the cause of the fire is still under investigation. Mayor Smothers asked if the structure could be secured. Ms. Bossi explained that it would be difficult to secure it due to the extensive damage.*

*It was noted that no permits have been pulled for any repairs to the property. Council Member Pugh noted that although the structure appears to be beyond repair, an extension may help while trying to reach a settlement with the insurance company.*

*City Attorney Fred Baggett pointed out that he would like some additional time to look into the case further and to discuss it with Mr. Morgan, the property owner's attorney. Mr. Baggett will be prepared to give a report on the status of this matter at Thursday's meeting.*

*The Committee recommended this matter be placed on Thursday's Agenda without recommendation.*

*This matter to be placed on Thursday's Regular Agenda without recommendation.*

**A motion by Council Member Alexander, seconded by Council Member Whitley that this matter be returned without recommendation. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

**Pending Items**

**060236** **Ordinance - Demolition of Structure - 910 A & B Asheboro Street - Green/Morgan**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 910 A & B Asheboro Street (duplex) belonging to James M. Green, Jr., James F. Morgan and Ann T. Morgan.

*Chairman Alexander recognized Mr. Bill Waller representing SHARE to give an updated status on this structure. Mr. Waller, 4540 Peoples Road in Oak Ridge, addressed Council*

*Mr. Waller reported that the paper work on the transfer of the property is complete, but they were waiting on the prior owner's signature. They have cleaned the property and permits have been pulled; so that the structure should meet standards within sixty (60) days.*

*Chairman Alexander asked that a update be given in 60 days on the property.*

*This matter will remain in pending for another sixty days at which time, an update will be given.*

**060081** **Ordinance - Demolition of Structure - 322 Fourth Street**
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 322 Fourth Street belonging to Joyce Simpson Clark & Charlotte Lavern Simpson.

*Note: This matter has been pending since April 3, 2006. At that time, the property owner informed Council that extensive repairs to the structure had already started, but additional time was needed. At that time, the property owner indicated that the repairs should be complete in a 60-day time frame.*

**060227** **Ordinance - Demolition of Dwelling - 808 Macedonia Ct. - Smith**
Council is requested to adopt an ordinance ordering the Housing Inspector to effectuate the demolition of a dwelling located at 808 Macedonia Court belonging to Robert and Mary Smith.

*Note: This matter was placed in pending on October 2nd to be revisited in 90 days with a report regarding the status of completion of the repairs to this property. The property at 810 Macedonia Ct. is also owned by the same person.*

*Due back around January 1, 2007.*

**060228** **Ordinance - Demolition of Dwelling - 810 Macedonia Ct - Smith**
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 810 Macedonia Court belonging to Robert and Mary Smith.

*Note: This matter was placed in pending on October 2nd to be revisited in 90 days with a report regarding the status of completion of the repairs to this property. The property at 808 Macedonia Ct. is also owned by the same person.*

*Due back around January 1, 2007.*

**PUBLIC SERVICES COMMITTEE** - Council Member Sims, Chair
(Members: Alexander and Pugh)

(all committee members were present except Chairwoman Sims)

**060252** **Exchange of Property - 546 E. Farris Avenue - Armstrong Park Greenway**
Council is requested to authorize the City Attorney to proceed with the exchange of city of owned property located behind 546 E. Farris Avenue for the Armstrong Park Greenway.

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for approval.*

**Motion by Council Member Stahlmann, seconded by Council Member Wilkins to place this matter on Thursday's Agenda with a favorable recommendation for approval. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Authorized the City Attorney to proceed with the exchange of city-owned property located behind 546 E. Farris Avenue for the Armstrong Park Greenway.*

**Exhibit Book Volume VIII, Page 2**

060257 **Property Exchange - Guilford County Board of Education**
Council is requested to approve the land exchange with the City conveying a piece of land between Triangle Lake Road and Union Hill School for a piece of property located next to our athletic field on School Park Road.

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**Motion by Council Member Whitley, seconded by Council Member Pugh to place this matter on Thursday's Agenda with a favorable recommendation for approval. The motion carried unanimously. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Approved the land exchange with the city conveying a piece of property between Triangle Lake Road and Union Hill School in exchange for a piece of property located next to the city's athletic field on School Park Road.*

**Exhibit Book Volume VIII, Page 3**

**Pending Items**

060246 **Shugart Management - Sanitary Sewer Easements**
Consideration of request from Shugart Management seeking City Council assistance in acquiring sanitary sewer easements in the Meadow Valley subdivision located off of Skeet Club Road.

*Staff reported there is some progress regarding this matter that would hopefully avoid a need for condemnation proceedings for the easement. Council was informed that there would be a meeting on Friday, November 10th between staff, the developer and the property owners in an attempt to try to work out an understanding.*

**TRANSPORTATION COMMITTEE** - Council Member Faircloth, Chair
(Members: Alexander, Sims, Whitley and Wilkins)

*There were no matters on tonight's agenda for consideration by the Transportation Committee.*

*Chairman Faircloth reminded Council that there would be a Transportation Committee Meeting on Wednesday, November 8th at 9:00 a.m.*

**PLANNING & DEVELOPMENT COMMITTEE** - Council Member Bencini, Chair
(Members: Faircloth, Sims, Stahlmann, and Whitley)

(all committee members were present except for Sims)

*Chairman Bencini reminded Council that the Planning & Development Committee would meet at 9:00 a.m. on Tuesday, November 7th to discuss 060241 Minor Amendment to Special Use Permit 05-03- Shugart Management, Inc.*

060266 **Resolution of Intent - Annexation 06-07 - Hamilton & Yandle - Burton Road**
Approval of a Resolution of Intent that establishes a public hearing date of November 20, 2006 to consider a voluntary contiguous annexation of approximately 37.822 acres lying along the south side of Burton Road, approximately 2,300 feet west of the Guilford/Davidson County line and extending southward to include frontage on Cecil Road.

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

**A motion by Council Member Bencini, second by Council Member Stahlmann to place this matter on Thursday's Agenda with a favorable recommendation for adoption. [8-0 vote] [Mayor Pro Tem Sims was absent]**

*Adopted Resolution of Intent establishing the date of November 20, 2006 at 5:30 p.m. to consider public comment regarding a voluntary contiguous annexation petition filed by Sarita Yandle, Julian Yandle and Linda Hamilton for annexation of approximately 37.822 acres lying along the south side of Burton Road, approximately 2,300 feet west of Guilford/Davidson County line and extending southward to include frontage on Cecil Road.*

**Resolution No.1239/06-82** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 82**

**MISCELLANEOUS**

060253 **Appointments/Reappointments - Parks & Recreation Commission**
Council is requested to confirm the following reappointments and new appointments to the Parks & Recreation Commission:

*Tim Ingram* (reappointment) term expires 7/1/09
*Joe Kushner* (reappointment) term expires 7/1/09
*David Slack* (reappointment) term expires 7/1/09
*Hazel Rorie* (new appointment) term expires 7/1/08 (replacing Bryon Stricklin)
*Marshall Newsome* (new appointment) term expires 7/1/07 (replacing Marshall Sudderth, Jr)

*Tricia Farson* (new appointment) term expires 7/1/08 (replacing Ron Moore)

*It was recommended that the preceding appointments/reappointments be placed on Thursday's Agenda with a favorable recommendation.*

**A motion was made by Council Member Pugh, seconded by Council Member Alexander, that this matter be recommended for approval. The motion carried unanimously. [9-0 vote]**

*Approved the preceding appointments/reappointments to the Parks & Recreation Commission. Appointments to be effective immediately and will expire as noted.*

**060265** **Reappointment - ABC Board - James Tanner**

Council is requested to confirm the reappointment of Mr. James Tanner to the High Point Board of Alcoholic Control (ABC Board). Appointment to be effective immediately and will expire on November 15, 2009.

*It was recommended that this reappointment be placed on Thursday's Agenda with a favorable recommendation.*

**A motion was made by Mayor Pro Tem Sims, seconded by Council Member Alexander, that this matter be recommended for approval. The motion carried unanimously. [9-0 vote]**

*Approved the reappointment of James Tanner to the ABC Board. Appointment to be effective immediately and will expire on November 15, 2009.*

*Mayor Smothers informed Council that Mayor Pro Tem Sims is working on another possible appointment to balance out the board.*

## PUBLIC COMMENT PERIOD

***RECYCLING ISSUES- NEED FOR MORE JOBS IN HIGH POINT***

*Kay Spangle addressed Council. She informed Council that jobs were desperately needed in High Point. She felt that recycling was a serious problem in High Point and asked that Council do something about it.*

## PUBLIC HEARINGS ON ITEMS

**Finance Committee** - Council Member Whitley, Chair

**060258** **Public Hearing - Resolution - Concerning Expenditures by the City of High Point for Economic Development Purposes**

Monday, November 6, 2006 at 5:30 p.m. is the date established to receive public comments adopting a resolution concerning expenditures by the City of High Point for Economic Development Incentives associated with the proposed location of a company at 4310 Regency Drive.

*Chairman Whitley asked Loren Hill, President of the High Point Economic Development Corporation to give the presentation.*

*Mr. Hill reported that La-Z-Boy, one of the world's leading residential furniture producers, is considering moving it's divisional headquarters to High Point and are asking the City Council to authorize up to $600,000 for the La-Z-Boy project. If they choose High Point, it would move more than 100 employees to a site they are interested in at 4310 Regency Drive. The project would add 3.1 million dollars to High Point's tax base. Mr. Hill stressed the importance of the move and the positive, long-term impact it would have on the furniture industry and on the High Point Market. He noted that in the very near future, the La-Z-Boy Board of Directors would be meeting to consider the High Point location for its division headquarters. He introduced Steve Kincaid with La-Z-Boy, who was the first Chairman of the High Point Market Authority.*

*Steve Kincaid informed Council that La-Z-Boy is the third largest furniture manufacturer in the world and has been in business for over 80 years. He explained that they've been outside the city limits for the past nine years, and would like to get back to High Point. They have an opportunity to move next year and are seeking assistance with moving 100 employees and the equipment/computers. He explained that, pending Council's decision tonight, the La-Z-Boy Board of Director's would be meeting in the very near future to vote on and consider the move to High Point. Mr. Kincaid asked if there were any questions.*

*Mayor Smothers pointed out that one of the areas of concern about any relocation was the amount of investment required for just moving the infrastructure of the facility and pointed out that La-Z-Boy has a considerable investment in their data systems.*

*At this time, Chairman Whitley opened the floor for comments regarding this incentive request.*

*Brian Casey, President of the High Point Market Authority, spoke in favor of the request. He explained that the PR value alone of La-Z-Boy coming to High Point speaks volumes in them putting a stake in the ground and showing and proving that this remains the leading market in the home furnishings industry. He pointed out that La-Z-Boy was one of the largest tenants in terms of the accumulation of what they have here in square footage in the High Point Market and their investment as an organization in the home furnishings industry has been significant to High Point. Mr. Casey stated that this trend is happening more and more and it further validates the importance of this market to those who are major players in the home furnishings industry. He asked Council to support La-Z-Boy's request.*

*At this time, Chairman Whitley asked if there were any other comments. There being none, he closed the public hearing and* **made a motion to place this matter on Thursday's Agenda with a favorable recommendation to approve the incentives. Mayor Pro Tem Sims made a second to the motion.**

*Mayor Smothers asked if there were any further questions or comments. There being none, Mayor Smothers called for a vote on the motion.* **The motion carried unanimously. [9-0 vote]**

*Adopted the resolution concerning expenditures by the City of High Point for Economic Development Incentives in the amount of $600,000.00 for La-Z-Boy at 4310 Regency Drive.*

**Resolution No. 1238/06-81** **Introduced 11/06/06**
**Adopted 11/06/06**
**Resolution Book Volume XV, Page 81**

**PUBLIC SERVICES COMMITTEE** - Council Member Sims, Chair

**060256** **Public Hearing - WCA of High Point, LLC - Franchise Name Change**
Consideration of a request by WCA of High Point, LLC, represented by Mr. Tom Terrell, to change the name of the franchise of the C & D Debris Landfill and Reclamation Facility on Riverdale Road. (First Reading)

*The public hearing regarding this matter was held on Monday, November 6, 2006 at 5:30 p.m. (This is the First Reading)*

*Steve Earp, attorney representing WCA of High Point, LLC, addressed Council. He explained that this was merely an administrative change and that previously Council approved the franchise for this organization, but the minutes reflected a name that did not exactly match the corporate name so the NC Division of Environmental and Natural Resources sent it back. He informed Council that there were no other changes in the permit aside from the name change and asked of there were any questions.*

*City Attorney Fred Baggett advised that on behalf of WCA of High Point, LLC, that a complete franchise reapplication, which is a repeat of the original with the name change has been provided to the city attorney, city clerk and the mayor and that it is on file for public inspection.*

*At this time, Chairwoman Sims opened the public hearing and asked if there was anyone present to speak in favor of or in opposition to this name change. There being none, the public hearing was closed.*

**Motion was made by Mayor Pro Tem Sims and seconded by Council Member Faircloth to place this matter on Thursday's Agenda with a favorable recommendation for the approval of the name change (for the second reading), referencing Mr. Earp's comments and that the formal application has been submitted to the state for the name change. The motion carried unanimously. [9-0 vote]**

Approved First Reading of the WCA of High Point, LLC Franchise Name Change.

**Exhibit Book Volume VIII, Page 4**

## Planning & Development Committee

060267 **Ordinance - Annexation 06-10 - Jeffrey A. Brown and Ronnie F. Gilliam - Giles Street**

Consideration of a voluntary contiguous annexation of approximately 0.34 acres lying east of Giles Street between E. Fairfield Road and Weaver Avenue in the city's ETJ.

*The public hearing regarding this matter was held on Monday, November 6, 2006 at 5:30 p.m.*

*Herb Shannon of Planning & Development gave an overview of the staff report as follows.*

**CITY OF HIGH POINT**
**DEPARTMENT OF PLANNING AND DEVELOPMENT**
**STAFF REPORT**
**ANNEXATION CASE 06-10**
November 6, 2006

| | |
|---|---|
| **Applicant:** Jeffrey A. Brown and Ronnie F. Gilliam | **Owner:** Jeffrey A. Brown and Ronnie F. Gilliam |
| **Request:** Voluntary contiguous annexation to obtain City services including water and sewer. | **Effective Date:** Upon adoption |

| Site Information | |
|---|---|
| Location | *Lying along the east side of Giles Street between E. Fairfield Road and Weaver Avenue, and is also known as Guilford County Tax Parcel 94-7014-1076-2.* |
| SITE ACREAGE | *Approximately 0.34 acres* |
| CURRENT LAND USE | A single-family dwelling is located on the property. |
| Proposed Development | Single-family residence to remain. |
| Proximity to Water & Sewer | City water and sewer utilities are currently available in this area. |
| Stormwater/ Drainage | The site is subject to the Randleman Lake General Watershed Area requirements of the water supply watershed regulations. Single-family residential dwellings on existing lots are exempt from plan submittal and controls. |
| Current Fire District | Guil-Rand Fire Department (Article 3A Chapter 69 of the General Statutes – Rural Fire District) |
| Overlay Districts | Randleman Lake General Watershed Area |

| Site Access & Street Classification |
|---|

| Street Name | Classification | Approximate Frontage |
|---|---|---|
| Giles Street | Local Street | 100 ft |

| Surrounding Area Zoning and Current Use | | | |
|---|---|---|---|
| North | **LO** | Local Office | Single-family dwelling |
| South | **LO** | Local Office (Guilford County) | Single-family dwelling |
| East | **GO-M** | General Office-Moderate | Residential Duplex |
| West | **LI** | Light Industrial | Manufacturing |

| Cost Analysis |
|---|
| Based on the existing single-family use, total revenue of approximately $1,000 per year is projected over the next five years. This assumption is based on the current assessed value of $51,600 for the property. Approximately $400 of the annual revenue will come from local property tax. |

*Following the staff presentation, Chairman Bencini opened the public hearing and asked if anyone was present who would like to speak in favor of or in opposition to this annexation request. There being no one present to speak, the public hearing was closed.*

*Herb Shannon informed Council that there was an issue with the case in that the annexation map has not yet been submitted by the property owner, so staff recommended that the matter be placed in Committee pending receipt of the map.*

*Matter was referred to the Planning & Development Committee pending receipt of the map from the property owner.*

**A motion was made by Council Member Bencini, seconded by Council Member Alexander, that this matter be placed in the Planning & Development Committee pending receipt of the required map from the property owner. The motion carried unanimously. [9-0 vote]**

## For Information Only:

A. **SPECIAL RECOGNITION- CITY GOVERNMENT 101 GRADUATES**

*Alice Moore, Director of Public Information, recognized the graduates of the City Government 101 Class and asked the Mayor to assist in distributing the certificates. Those receiving a certificate for completion of the course were:*

*Jim Armstrong; Lisa Duke, Edward Foster, Archie Johnson, Ditra Miller, Johonn Mosley, Diane and Leo Peace, Hazel Rorie, Greg Shepherd, and Reginald Whelpley*

*Graduates not present, but receiving certificates were: Angela McGill, Linda McMahan, Louise Squires, Stan Squires*

**B. PROCLAMATION- GIS**

*Mayor Smothers presented a Proclamation to Tom Tricot of the GIS Department declaring November 15, 2006 as GIS Day in high Point and urged all citizens to participate in "GIS Day" Activities. Mr. Tricot reported on some of the activities planned in recognition of GIS week.*

**C. INTRODUCTION- RICHARD MCMILLAN, ASSISTANT DIRECTOR OF PUBLIC SERVICES**

*Chris Thomspon, Director of Public Services, introduced Richard McMillan, the new Assistant Director of Public Services.*

**D. ACCOLADES- SPECIAL OLYMPICS**

*Mayor Smothers praised the city staff and all those who volunteered to help with the 2006 Special Olympics North Carolina Fall games which was recently held in the City of High Point on November 3-5, 2006. She noted that nearly 1,100 athletes participated in the events and that there were quite a number of very positive comments made and praises from the Special Olympics Committee.*

**ADJOURNMENT**

*There being no further business to come before Council at this time, the meeting adjourned at 5:50 p.m. upon motion duly made and seconded.*

**Respectfully Submitted,**

Rebecca R. Smothers

**Rebecca R. Smothers, Mayor**

**Attest:**

Lisa B. Vierling

**Lisa B. Vierling, MMC**
**City Clerk**

# CITY OF HIGH POINT MUNICIPAL OFFICE BUILDING

## REGULAR MEETING

**November 9, 2006** **9:00 A.M.**

**ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**

*Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem Bernita Sims; John Faircloth; Michael D. Pugh; Lisa Stahlmann, M. Christopher Whitley and Ronald B. Wilkins were present.*

*Absent: Council Members Latimer B. Alexander, IV, and William S. Bencini*

*Council Member Faircloth offered the invocation; the Pledge of Allegiance followed.*

**REGULAR MEETING ITEMS**

**Finance Committee**- Council Member Whitley, Chair
(Members: Bencini, Faircloth and Pugh)

060259 **Public Hearing - Resolution - Concerning Expenditures by the City of High Point for Economic Development Purposes**

Thursday, November 9, 2006 at 9:00 a.m. is the date established to receive public comments on adopting a resolution concerning expenditures by the City of High Point on proposed Economic Development Incentives associated with the proposed location of a company in the Kivett Drive Industrial Park, on the west side of N. Pendleton Street.

*The public hearing regarding this matter was held on Thursday, November 9, 2006 at 9:00 a.m.*

*Transcript of Public Hearing*

***Chairman Whitley**: This is the day set for a public hearing regarding incentives for POLO.COM. I would ask for Mr. Loren Hill to step forward and please give us the presentation.*

***Loren Hill**: Thank you, Mr. Chairman. Good morning everybody. We, at the High Point Economic Development Corporation, are proud to bring you a very important project this morning. It's important for High Point. It's important for Guilford County. And, indeed, it's important for our region and state. If local incentives are authorized by both the High Point City Council and the Guilford County Board of Commissioners, then Ralph Lauren Media will open a major fulfillment distribution center for its POLO.COM operations. Ralph Lauren Media is a joint venture among the Polo Ralph Lauren Corporation, the National Broadcasting Company and Value Vision Media. The POLO.Com project would add at least $40 million to High*

*Point's tax base through the construction of a new facility and equipment and machinery. It would create up to 250 jobs. Those jobs would be in a wide array of categories from management to technology support to warehouse distribution jobs to call center jobs. The average wage of these newly created jobs would be almost $34,000 a year.*

*The POLO.COM facility would be built on North Pendleton Street in the Kivett Drive Industrial Park in southeastern High Point just off of Kivett Drive. As you well know, having a major internationally known company locate in our core city area is just what we've all been looking for. The company is not new to High Point. Since 1991, POLO.COM's sister company, Polo Ralph Lauren Corporation, has had a distribution center at 4100 Beechwood Drive in High Point. The corporation employs more than 920 workers at that facility and it has more than 1.2 million square feet of space and serves as the primary distribution center for the Polo Ralph Lauren Corporation in the United States. And, as you all likely know, Polo Ralph Lauren has been a superior corporate citizen in High Point involved in a host of charitable, civic, and business causes over the years.*

*Just as happened with our Thomas Built Buses project in 2002, the State of North Carolina has awarded its grant first, then the local incentives are voted on. The state's grant to POLO.COM is valued at $1.5 million dollars-just over that. A week from today, the Guilford County Board of Commissioners will consider authorizing incentives for up to $650,000.*

*There are three parts to the City of High Point's portion of the incentives package: up to $1.4 million paid in three installments; an electric generator, dual electric feed service and switch gears valued up to $725,000; and the waiving of city permits and fees valued at approximately $100,000. The High Point Economic Development Corporation requests that you authorize cash incentives today for up to $1.4 million for this project. The company considered many sites and many states for the project. It's been an intense several months with the company as we reviewed sites and discussed their needs. We're pleased that POLO.COM has chosen High Point as the best location in the United States for this facility. With your positive vote today, we can get closer to making sure that the company does indeed open in High Point. It's my pleasure now to introduce to you an official with POLO.COM, Ralph Wear, Senior Director of Operations.*

***Ralph Wear**: Thank you, Loren. Good morning. How are ya'll today?*

***Mayor Smothers**: Fine, thank you.*

***Ralph Wear**: Well, this has been an exciting process for us and we're very excited about the opportunity. I want to quickly give you a summary of what we're going to be doing at this facility. This is POLO.COM's fulfillment center, customer contact center, so we're going to be doing fulfillment. So when you order something on-line, we'll pick, pack and ship the product for you, put it in a box and ship it to your house from this facility. Customer contact, if you have a question about your order, the person on the other line when you call in will be someone at this facility. Also, if you send an e-mail, we will answer all e-mails from this facility as well. So, we have*

*customer contact presence and a fulfillment presence. Another exciting thing we have is a Create Your Own product. Now, Create Your Own-if you've been on our website, you'll know that you can choose the color of your shirt and then the color of your Polo pony. Now, that's very exciting because we'll be doing all the embroidery here at this facility as well. That is a very large offering that we have and it's light manufacturing type work. We're very excited about that as well.*

*Now, this facility will employ up to 200 full-time associates. When we talk about full-time associates, we're talking about associates that will have full benefits, that will be with us through our very seasonal business year-round. We also have a seasonal component to our facility as well and in our design year which is FY '11 or 2010, we will have up to 500 FTEs (forth hour equivalents) in that year and so you can imagine that during our peak season because there are some peak seasons, there will be quite a few more people than just the 200 that we're talking about. So, these jobs have to be supported by the management team. So, we'll have a full management team. I'm going to be running that facility. We're now starting to recruit our management team and we're very excited about that. Having a location you can imagine it was very difficult to recruit before having a location. I'm the only one that took that job. And, believe me, that has...that was very stressful for the family. So, what we found is that being able to tell somebody that this is where you're going to be has been something that has been very good for us in our recruiting efforts. We'll have a full IT staff that's going to support this building, a data center. So, with these jobs of fulfillment, customer contact and embroidery-there's also a full management team and IT group.*

*Just a couple of interesting things about the facility, it is going to be air conditioned twelve degrees above...I'm sorry below ambient. So, it's going to be a very nice place to work. I guess that's what I'm trying to say. At Polo Ralph Lauren we believe in having the kind of operation that people want to work in-a good atmosphere with great open culture and that's exactly what we'll have here. There will be plenty of training opportunities and growth opportunities. We are growing at 30-40% per year right now-very, very exciting. With an opportunity of Phase 2 for more expansion and with that growth will come plenty of training and growth opportunities. We like to promote from within and we have a long history of that at our sister facility within our company.*

*Just want to probably end here with just one point and that is, our sister facility has had a great experience in High Point over the last fifteen years and we're looking forward to starting that experience for ourselves and we thank you for the consideration of this. Any questions?*

***Council Member Stahlmann**: Will this facility be domestic shipping or worldwide?*

***Ralph Wear**: Domestic right now. One of the....you know, one of the growth opportunities that our company has looked at is international, but we're not doing any international right now.*

***Council Member Pugh**: How much did the location...the close location of the Fed Ex Hub come into your decision making process as far as picking this area? Do you use Fed Ex quite often for shipping?*

***Ralph Wear**: Fed Ex is our primary shipper right now. Fed Ex is on brand for our company. Our customers expect Fed Ex. With the opportunity that Fed Ex is going to be bringing in an air and ground hub here-absolutely that weighed into our decision. They have not made any commitments, however, to service those types of things, so we can only forecast what that's going to do for us.*

***Mayor Pro Tem Sims**: You spoke about your management team and how many individuals will you actually be perhaps transferring or promoting within the current Polo family and then as part of that management, will you be hiring any local folks for those management positions?*

***Ralph Wear**: Okay, so it's a two-part question. The first part of the question is how many people would we transfer and/or promote from within. Our policy is this, that we do for director level and below. We're going to have a number of directors at this facility and quite a few managers, supervisors and so on and so forth. We post those internally and anyone can apply that would like to and then they go through the process. So, that's always open to them. One point I would like to make is that we were very clear with the State that this is net, new jobs and I'll be very clear with you, too, that it will be net, new jobs. And, what I mean by that is that anyone that gets promoted from within will be back-filled. That position...you know, whatever position they're leaving...the position doesn't end, it's just the individual that has taken an opportunity from within the organization. And, so because of our proximity to the High Point facility for Polo Ralph Lauren, there is opportunity there. And, it's an opportunity that we're definitely excited about because it allows the kind of brand, knowledge-it's a very complicated brand. It allows us to really leverage on that and we're excited about that. So, that's the first part of your question, I believe.*

***Mayor Pro Tem Sims**: Yes.*

***Ralph Wear:** Now, can you remind me of the second part of your question?*

***Mayor Pro Tem Sims**: Hiring locally from a management team perspective, I know, you know, with the other work that you do with the customer service oriented piece and actually pulling the orders and packing and all that-but from a management perspective, will there be any hiring of local people to fill management positions.*

***Ralph Wear**: Absolutely. You know, we will post the jobs in a number of different places and recruit from a pool of people applicants locally-a pool of applicants outside. Again, one thing I would say to you is in currently, within the economic development region, this facility is an economic development region. Our current sister facility has 22% of its staff that lives in that region. And, we are actually closer to that economic development and we're estimating it'll probably be around 25%. When I say staff, I'm talking about management all the way through the whole workforce. Did that answer your question?*

***Mayor Pro Tem Sims**: It did. Thank you.*

***Chairman Whitley**: Are there any other questions? [none] Thank you, Mr. Wear.*

***Loren Hill:** Mr. Chairman, that's all we have.*

***Mayor Pro Tem Sims**: One other question. I don't know if you are prepared to answer that today, but on the numbers-your minority employment numbers at your current facility-do you have those numbers today?*

***Carlos Olvera**: Good morning. I'm Carlos Olvera, the Vice President for Human Resources for the Polo Ralph Lauren Domestic Supply Chain. The current numbers in our existing facility, talking about operations management which is the closest to what depicts this facility-it's 48% African-American and this...I'm talking about operations management at this point....48% African-American; 7% Hispanic; 44% White and the rest is disbursed among Asian, Native Amercian-we have 0% Native American and 0% Asian and Pacific Island. Now, in terms of the total workforce-the associate workforce, it's 54% African-American; 11% Hispanic; 20% White and approximately 5% Asian. I hope that comes close to 100%.*

***Chairman Whitley**: Thank you. Is there anyone else....*

***Ralph Wear**: One point I'd like to make is they are our sister facility and we would really strive to have the same kind of diversity which I think is a strength within our corporation throughout.*

***Mayor Pro Tem Sims**: Absolutely. Thank you.*

***Chairman Whitley**: Is there anyone else in the audience that would like to speak for or against this incentive request? If you will come forward and give us your name and address. Seeing none, I'm going to close the public hearing. Any other questions or comments from members of the Council?*

***Mayor Smothers**: We're just glad that we're here. I think it's important. The question that was raised about the Fed Ex facility...as I understand it, without disclosing other areas that were considered, there were a cluster of sites within the Piedmont area that were evaluated in terms of their ability to meet your demand and a very fierce competitor right here within the immediate area of the Triad and I don't mean Greensboro, so I think it's safe to say that Hub was an important key.*

***Chairman Whitley**: Madam Mayor, I would just add a couple of additional comments. We do have two members of Council who were not able to attend today due to their jobs and having conversations with both of them, I can say that they're both highly supportive of this incentive. I know, Mr. Bencini was on Council the same time I was when we did the Thomas Built Bus and I can say for myself that I am extremely excited if not more excited in this one in the fact that we have the entire package inside the City of High Point, so thank you for choosing High Point. Okay, if there are no other questions or comments,* **I'll make a motion to approve the incentive package.**

*Council Member Stahlmann:* **Second**

*Mayor Smothers:* **I have a motion and a second. Any further discussion? [none] If not, all in favor, say Aye. Aye. Any opposed? [none] Motion carries. [unanimous 7-0 vote]**

*As Loren suggested, there will be a public hearing with the Guilford County Board of Commissioners next week. I did talk to the chairman yesterday and we do believe we will be the first public hearing on their agenda. So, that's encouraging. And, many of us will be there with you on that night.*

*Council Member Wilkins: Madam Mayor, what day will this be on?*

*Mayor Smothers: It's on Thursday. I believe that's the sixteenth. Thank you. You all may leave if you need to. We have a few more items.*

[end of transcript]

***Adopted resolution authorizing up to $1,400,000.00 in economic development incentives to POLO.COM***

*Following the conclusion of the public hearing motion was made by Council Member Whitley and seconded by Council Member Stahlmann to adopt the resolution authorizing up to $1,4000,000.00 in economic development incentives to POLO.COM for the location in the Kivett Drive Industrial Park, on the west side of N. Pendleton Street.*

**A motion was made by Council Member Whitley, seconded by Council Member Stahlmann, that this matter be adopted. The motion carried unanimously. [7-0 vote; Council Members Alexander and Bencini were absent]**

**Resolution No. 1233/06-77** **Introduced 11/09/06**
**Adopted 11/09/06**
**Resolution Book Volume XV, Page 77**

**Public Safety Committee**

**060251** **Ordinance - Demolition of Dwelling - 623 S. Elm Street - Hussian/Afshan**
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 623 E. Elm Street belonging to Shah Shabbir Hussian & Nayyar Afshan.

*This matter was discussed during Monday's Committee of the Whole meeting and it was recommended at that time to place it on today's Agenda without recommendation to allow for the property owner's attorney to contact the City Attorney to discuss the status of the fire insurance claim.*

*City Attorney Fred Baggett reported that he had talked with Mr. Jim Morgan, attorney representing the property owner, on a couple of occasions and that Mr.*

*Morgan had indicated that he could not attend this meeting due to a prior commitment and wanted Council to hold off for a while. Mr. Baggett informed Council that he had told Mr. Morgan that he would need to relay that message to the Council Members (either formally or informally) and he wasn't sure if he did this. None of the Council Members had been contacted by Mr. Morgan. Mr. Baggett also relayed to Mr. Morgan that Council's concern was that the house needed to be demolished as soon as possible. He explained that the property owner would still have 30-45 days after the ordinance is adopted in which they could either tear it down or come up with a plan to bring back before Council.*

*Adopted Ordinance ordering the housing inspector to effectuate the demolition of the dwelling located at 623 E. Elm Street.*

**A motion was made by Mayor Pro Tem Sims, seconded by Council Member Faircloth that the ordinance ordering the housing inspector to effectuate the demolition of the dwelling located at 623 E. Elm Street be adopted. The motion carried by the following 6-1 vote:**

**Votes:** **Aye:** Mayor Smothers, Council Member Faircloth, Council Member Pugh, Mayor Pro Tem Sims, Council Member Stahlmann and Council Member Whitley
**Nay:** Council Member Wilkins
**Absent:** Council Member Alexander and Council Member Bencini

**Ordinance No. 6394/06-80** **Introduced 11/06/06**
**Adopted 11/09/06**
**Ordinance Book Volume XV, Page 80**

**Public Services Committee**

**060256** **Public Hearing - WCA of High Point, LLC - Franchise Name Change**
Consideration of a request by WCA of High Point, LLC, represented by Mr. Tom Terrell, to change the name of the franchise of the C & D Debris Landfill and Reclamation Facility on Riverdale Road. (First Reading)

*Note: The first reading for this request was held on Monday, November 6th at 5:30 p.m. The second reading was scheduled for today's meeting at 9:00 a.m.*

**A motion was made by Mayor Pro Tem Sims to place this matter on the pending list in the Public Services Committee due to some issues being raised at the state level regarding this name change. The motion was seconded by Council Member Whitley.**

*For further discussion, Mayor Smothers asked if this would be the second reading if it's placed in pending, or if we'd have to start all over. City Attorney Fred Baggett noted this would be the second reading, if there aren't any changes; if there are changes, the process would start over.*

*There being no further discussion,* **the motion to place this matter in the Public Services Committee carried unanimously. [7-0 vote] [Council Members Alexander and Bencini were absent]**

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Timeline:  November 6 - PH for 1st Reading (favorable recommendation)
           November 9 - PH for 2nd Reading ( ref. to committee due to
                        issues at state level regarding the name change)
           November 20th - PH 2nd Reading (final approval)
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## SPECIAL AND PLANNING COMMITTEE

**060241** **Minor Amendment to Special Use Permit 05-03 - Shugart Management, Inc.**
Consideration of a minor amendment to Special Use Permit 05-03 to amend the approved site plan to add an additional access point to the approved 204-lot cluster subdivision. The site is lying at the terminus of Paul Pope Road, southeast of the Burton Avenue and Joe Moore Road intersection.

*Note: This matter was further discussed during a Planning & Development Committee meeting on Tuesday, November 7th at 9:00 a.m. The committee recommended the approval of this minor amendment as requested by the applicant. The committee reviewed the standards for connecting the new roadway into an existing street which will be required when the applicant submits a revised preliminary subdivision plan to TRC; the applicant has agreed to meet those street standards when the reviewed plan is submitted to TRC.*

**Exhibit Book Volume VIII, Page 5**

## For Information Only:

**GIFT FROM VISIT TO MEXICO**
*Mayor Pro Tem Sims brought back a commemorative gift for Council Members from her recent trip to Mexico as part of the Latino Initiative. Sitting at each place was a bar of soap that was made by IPODERAC. IPODERAC cares for 72 street children in Puebla, Mexico. The orphanage generates 80% of its operating revenues from the production of goat cheese and goat's milk soap.*

**CERTIFICATE OF NEED- MOSES CONE**
*Mayor Smothers reminded Council that the state would be conducting a hearing regarding the Certificate of Need for the Moses Cone facility proposed for High Point. The meeting will be held at Guilford Technical Community College (Jamestown Campus) at 10:30 a.m.*

## Adjournment

*There being no further business to come before Council, the meeting adjourned at 9:35 a.m. upon motion duly made and seconded.*

**Respectfully Submitted,**
Rebecca R Smothers
**Rebecca R. Smothers, Mayor**

**Attest:**
Lisa B. Vierling
**Lisa B. Vierling, MMC**
**City Clerk**

# CITY OF HIGH POINT MUNICIPAL OFFICE BUILDING

## COMBINED MEETING

**November 20, 2006** **4:45/5:30 P.M.**

**ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**

*Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem Bernita Sims, and Council Members Latimer B. Alexander, IV, William S. "Bill" Bencini, Jr., John Faircloth; Michael D. Pugh; Lisa Stahlmann, M. Christopher Whitley and Ronald B. Wilkins were present.*

*Council Member Wilkins offered the invocation; the Pledge of Allegiance followed.*

**APPROVAL OF THE MINUTES FROM PREVIOUS MEETINGS**

*The minutes of the following meetings were unanimously approved as submitted upon motion by Council Member Wilkins and second by Council Member Stahlmann.*

- *Adjourned Session (Library Discussion); Thursday, October 19th @ 9:30 a.m.*
- *Finance Committee; Monday, November 6th @ 3:30 p.m.*
- *Combined Meeting; Monday, November 6th @ 4:45/5:30 p.m.*
- *Planning & Development committee; Tuesday, November 7th @ 9:00 a.m.*
- *Transportation Committee; Wednesday, November 8th @ 9:00 a.m.*
- *Regular Meeting; Thursday, November 9th @ 9:00 a.m.*
- *Public Services Committee; Tuesday, November 14th @ 9:00 a.m.*

**MOTION TO SUSPEND THE RULES- FINAL ACTION TAKEN AT TONIGHT'S MEETING**

*At the conclusion of the Committee of the Whole Session, and after all matters were heard by Council,* ***motion was made by Mayor Pro Tem Sims seconded by Council Member Whitley to suspend the rules in order to take final action on these matters at tonight's meeting. The motion carried unanimously. [9-0 vote]***

***Motion was then made by Council Member Stahlmann second by Council Member Whitley that all Committee recommendations stand as final action regarding these matters. The motion carried unanimously (9-0 vote).***

*Note: As a result of this action, there is no need for the Thursday morning meeting.*

## PRESENTATION OF ITEMS

**FINANCE COMMITTEE** - Council Member Whitley, Chair
(all members were present)

**060283** **Contract Extension - Garner-Brown Architects, PA - Fire Station #4**
Council is requested to extend the contract with Garner-Brown Architects, PA in the amount of $141,000.00 for the design and contact/construction administration for Fire Station #4 which will be located at the intersection of Bellevue Drive and Old Winston Road.

*The committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.*

*Approved the extension to the contract with Garner-Brown Architects, PA in the amount of $141,000 for the design and contract/construction administration for Fire Station #4.*

***A motion was made by Council Member Whitley, seconded by Council Member Alexander, that this matter be approved. The motion carried unanimously. [9-0 vote]***

**PUBLIC SAFETY COMMITTEE** - Council Member Alexander, Chair
(all members were present)

**060271** **Ordinance - Demolition of Dwelling - 403 & 403 1/2 Hay Street (Duplex)**
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 403 & 403 1/2 Hay Street belonging to James E. Gill and James M. Green, Jr.

*Katherine Bossi, Local Codes Enforcement Supervisor, reported that these properties have been vacant for several years and that the property owner has been referred to the Community Development Department as to the possibility of eliminating these two properties and a third lot at 405 Hay Street as well.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

*Adopted Ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 403 and 403 1/2 Hay Street belonging to James E. Gill and James M. Green, Jr.*

***A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Sims, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Ordinance No. 6395/06-81** **Introduced 11/20/06**
**Adopted 11/20/06**
**Ordinance Book Volume XV, Page 81**

060272 **Ordinance - 407 & 407 1/2 Hay Street (Duplex)**
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 407 & 407 1/2 Hay Street (duplex) belonging to James E. Gill & James M. Green, Jr.

*Katherine Bossi, Local Codes Enforcement Supervisor, reported that these properties have been vacant for several years and that the property owner has been referred to the Community Development Department as to the possibility of eliminating these two properties and a third lot at 405 Hay Street as well.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

*Adopted Ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 407 and 407 1/2 Hay Street belonging to James E. Gill and James M. Green, Jr.*

***A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Sims, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Ordinance No. 6396/06-82** **Introduced 11/20/06**
**Adopted 11/20/06**
**Ordinance Book Volume XV, Page 82**

**PUBLIC SERVICES COMMITTEE** - Mayor Pro Tem Sims, Chair
(all members were present)

060273 **Non-Compliant Stormwater Control Devices - 2005 Inspections**
Council is requested to declare two (2) stormwater control devices in violation of Section 9-7-6(c)(5) of the City of High Point Development Ordinance and allow the Public Services Department to proceed with enforcement.

*Chairwoman Sims asked if there was anyone present who would like to speak on either one of these two non-compliant stormwater control devices cases.*

**Y'S ANGELS- 1552 SKEET CLUB ROAD**
*Yvonnia Wilkes, owner of Y's Angel's Child Care, explained that she received a letter informing her that the stormwater devices needed to be put in April of 2005 after purchasing the property in September of 2005 and also received subsequent letters in November 2005 an, June 2006 and July 2006. She informed Council that she contacted Derrick Boone and was told that the stormwater devices should have been put in when the additions were made to the building over ten years ago. She felt she shouldn't be responsible for covering the cost of installing the trenches because there is no documentation in the city's possession indicating that the stormwater devices were put in. She also pointed out that when they received the letter, she also contacted Mr. Fred Baggett and was told by Mr. Baggett that he would be contacting the previous owners to see what was actually done before the property was sold, but Mr. Baggett never got back with her. Each time she was sent a letter, she contacted*

*Mr. Baggett and Mr. Boone in an attempt to get some type of resolution and to see what exactly needed to be done.*

*At this time, Mr. Raymond Wilkes informed Council that they had blueprints from the additions that have been made to the building from time to time which showed that it was supposed to have been done, but they had Mr. Boone come out to check to see if it had been done and discovered that the trenches weren't where they were supposed to have been.*

*Council Member Alexander asked the property owners if they had contacted a lawyer about going back to the person that they originally purchased the property from. Mr. Wilkes replied that they have talked to a lawyer about the matter, but they were awaiting the outcome of the meeting first.*

*Council Member Faircloth asked about the estimated cost of installation of the trenches. Derrick Boone replied it would cost between four and five thousand dollars to install the three infiltration trenches which were required from a Watershed Development Plan. He thought the plan dated back to 1989, but the first inspection was done in 2005.*

*There were questions raised regarding the timing of the requirement that the trenches be installed and when the inspection was done. Mr. Boone explained that he wasn't sure when or if it was inspected prior to 2005 because there weren't any records. He added that the city previously only inspected ponds, but now the city is required to inspect all engineered stormwater control devices which prompted the inspection of this property in 2005 because it was new to the city's list to inspect.*

*Council Member Alexander asked if this improvement would typically be something that would be required before issuance of a final certificate of occupancy. Mr. Boone explained that the city is now requiring bonds to be held for construction and maintenance of these devices.*

*At this time, Chairwoman Sims asked the City Attorney about the legalities surrounding this issue as it relates to the work not being done and the ownership of the property transferring. Mr. Baggett explained that one option would be for the city to fix it and put a lien on the property, or the city could just go in and do what needs to be done.*

*Mayor Smothers asked if the need for the trenches was still valid since the land had probably settled since the addition as made in 1989. Mr. Boone replied the trenches were required to decrease the runoff, but admitted there might be a chance that the trenches are there and just can't be located. He explained that he told the property owner that it may take some exploratory digging to know for sure.*

*Chairwoman Sims expressed concerns regarding the process and asked Chris Thompson, the Director of Public Services, what staff could do to rectify it. Mr. Thompson explained that in 1989, there wasn't a Stormwater Division in Public Services; the Stormwater Division started in 1993. He stated there was a Watershed Development Ordinance in place in 1989, but he wasn't sure about the responsibility*

*of enforcement. It was unclear what year responsibility for enforcement became clear.*

*Council Member Whitley pointed out that this property was a residence before it was a day care facility and asked why they would have been required to put in a stormwater pond in the first place. Mr. Thompson explained that they were not required to put in a pond--they were required to put in infiltration trenches which are nothing more than digging trenches and putting washed stone in the ground.*

*Council Member Bencini suggested that staff go back and do some more research because there were a lot of unanswered questions.*

***Council Member Faircloth moved to place this matter in the Public Services Committee so that additional information could be obtained. The motion was seconded by Council Member Bencini and carried unanimously. [9-0 vote]***

**KARING CONSTRUCTION, INC.- JOHNSON PLACE**

*Due to the number of residents from Johnson Place attending the meeting, Chairwoman Sims asked if they could appoint a spokesperson to speak on their behalf regarding this issue.*

*Sally Tarolli, 3927 Blairwood Street in High Point, explained the property owners at Johnson Place were asked to have a meeting in July of 2005 for the purpose of setting up a homeowner's association. At that time, the attorney for Caring Homes provided them a copy of a letter that the city had written to Ramey, Inc. regarding the detention pond. They felt that since Caring Homes purchased the last twenty lots in the subdivision, they should have actually been responsible as the homeowners's association, for the detention pond. She*

*noted that the property owners were told that the pond was originally dug too deep and needs to be filled in, but Caring Homes has not followed through with it. She made reference to the last letter that was received from the city stating that if the improvements were not made, then a lien would be placed on their property.*

*She stated that the property owners have had no control over the pond from the beginning and felt they should not be responsible. She explained that they have not had a homeowner's association meeting since she's been in the subdivision and she's been there since 2005. She reiterated that the property owners feel like the responsibility lies with Caring Homes--not the property owners-- since they were written a letter telling them that they were responsible for it and it had to be done before the last home was sold in the neighborhood.*

*Council Member Faircloth asked if a homeowner's association was formed initially. Ms. Tarolli explained that Ramey, inc. set up Articles of Incorporation and called it a homeowner's association, but never collected any dues or fees or had any meetings with any of the homeowner's from the very beginning. Council Member Faircloth then asked Ms. Tarolli if she was familiar with the incorporated name that Ramey had for the homeowner's association. Ms. Tarolli replied that it was Johnson Place Homeowner's Association.*

*Council Member Alexander asked if there was any common property that the homeowner's association might own and who was paying the taxes on it. Ms. Tarolli replied that it would be just the detention pond and the entrance and this was information obtained from Mr. Benjamin, the attorney for Caring Homes. She noted that according to Mr. Benjamin, the homeowner's association, was responsible for the upkeep of the detention pond area as well as the front entrance and the property owners have voluntarily kept up the front entrance and the grass along the curbline around the pond. Ms. Tarolli explained that she wasn't sure who pays the property taxes on the common area and that she tried to find out and was told that it was still listed under Caring Homes.*

*Council Member Pugh asked Mr. Baggett if there would be any exposure on the part of Caring Homes. Mr. Baggett replied that he didn't have all the facts, but the mere fact that the homeowner's association has not been active does not mean that it doesn't exist and, typically, if you have a deed to property, you are a member of the homeowner's association and a homeowner's association has certain duties and responsibilities.*

*Council Member Alexander pointed out that there was a similar case that came before Council in the recent past and asked if this could also possibly be placed in committee to allow additional time for staff to research it.*

*At this time, motion was made by Council Member Alexander, seconded by Council Member Whitley to place this matter in the Public Services Committee to allow for additional time for staff to research the other case. The motion carried unanimously. [9-0 vote] [9-0 vote]*

***A motion was made by Council Member Alexander, seconded by Council Member Whitley, that this matter be referred to the Public Services Committee. The motion carried unanimously. [9-0 vote]***

**Pending Items**

**060256** **Public Hearing - WCA of High Point, LLC - Franchise Name Change- Second Reading**

Consideration of a request by WCA of High Point, LLC, represented by Mr. Tom Terrell, to change the name of the franchise of the C & D Debris Landfill and Reclamation Facility on Riverdale Road.

***Timeline:***
**November 6, 2006: Public Hearing- 1st Reading (favorable recommendation for approval)**
**November 9, 2006- 2nd Reading (referred to Public Services Committee due to some issues raised at state level regarding name change.**
**November 20, 2006- 2nd Reading (approval)**

*At today's meeting, November 20th, Chairwoman Sims announced that the issues have been resolved at this time and brought the matter out of pending for*

*consideration. She noted this would be the Second Reading for the Franchise Name Change request from WCA of High Point, LLC.*

*Tom Terrell, Attorney representing the applicant, explained that the technical matters have been worked out, but pointed out there was a lingering issue of whether or not the parent corporation must be added and at this point it was determined that the rules do not require it. He further explained that DENR still wants it added, so they may have to come back to Council at a later date and ask that another name be added.*

*There being no further discussion,* ***motion was made by Mayor Pro Tem Sims to place the Second Reading of the Franchise Name Change to WCA of High Point, LLC on Thursday's Agenda with a favorable recommendation for approval. The motion was seconded by Council Member Alexander and carried unanimously. [9-0 vote]***

*Approved the Second Reading of the Franchise Name Change to WCA of High Point, LLC.*

**Exhibit Book Volume VIII, Page 4**

**TRANSPORTATION COMMITTEE** - Council Member Faircloth, Chair
(all members were present)

*There were no matters appearing on tonight's agenda for consideration by the Transportation Committee.*

**PLANNING & DEVELOPMENT COMMITTEE** - Council Member Bencini, Chair
(all members were present)

**060275** **Resolution of Intent - Annexation 06-09 - Shugart Management, Inc. - Cedarwood Trail**

Approval of a Resolution of Intent that establishes a public hearing date of December 4, 2006 to consider a voluntary non-contiguous annexation of approximately 20.348 acres lying east of Cedarwood Trail approximately 2,100 feet south of N. Main Street.

*The committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

*Adopted Resolution of Intent establishing the date of December 4, 2006 at 5:30 p.m. as the date and time to solicit citizen comment regarding a voluntary non-contiguous annexation petition received from Shugart Management, Inc. to annex approximately 20.349 acres lying east of Cedarwood Trail approximately 2,100 feet south of N. Main St.*

***A motion was made by Council Member Bencini, seconded by Mayor Pro Tem Sims, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Resolution No. 1240/06-83** **Introduced 11/20/06**
**Adopted 11/20/06**
**Resolution Book Volume XV, Page 83**

**Pending Item**

060267 **Ordinance - Annexation 06-10 - Jeffrey A. Brown and Ronnie F. Gilliam - Giles Street**

Consideration of a voluntary contiguous annexation of approximately 0.34 acres lying east of Giles Street between E. Fairfield Road and Weaver Avenue in the city's ETJ.

*Chairman Bencini announced that he would be bringing this matter out of pending for action. Staff reported that the annexation map has been received from the property owners.*

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

*Adopted Ordinance providing for the voluntary contiguous annexation of 0.34 acres lying east of Giles Street between E. Fairfield Road and Weaver Avenue in the city's ETJ area.*

***A motion was made by Council Member Bencini, seconded by Council Member Faircloth, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Ordinance No. 6397/06-83** **Introduced 11/06/06**
**Adopted 11/20/06**
**Ordinance Book Volume XV, Page 83**

**PUBLIC HEARINGS ON ITEMS** - 5:30 p.m.

*Prior to the public hearings being held, those persons desiring to speak on specific matters were duly sworn.*

**Planning & Development Committee** - Council Member Bencini, Chair

060276 **Ordinance - Annexation 06-07 - Yandle/Hamilton - Burton Road**

Consideration of a voluntary non-contiguous annexation of approximately 39 acres lying along the south side of Burton Road, approximately 2,300 feet west of the Guilford/Davidson County line and extending southward to include frontage on Cecil Road.

*Chairman Bencini explained there has been some discussion regarding this case with the city manager and staff about some issues surrounding the sewer outfalls and the capacity at the Westside Treatment Plant. He felt it would be best to continue the public hearing to allow staff time to collect the additional information needed. Apologies were extended to the citizens who came out to speak and it was noted that this would be the first public hearing to be heard.*

*Mayor Smothers added that while the public hearing is being continued, it may prove to be a moot point once the additional information and analysis is done.*

*The Committee recommended the public hearing regarding this matter be continued to Monday, February 5th at 5:30 p.m.*

***Motion by Council Member Bencini, seconded by Council Member Pugh that this matter be continued to Monday, February 5th at 5:30 p.m. Motion carried unanimously. [9-0 vote]***

060277 **Ordinance - Rezoning Case 06-22 - Hamilton and Yandle - Burton Road**

a. Conditional Use Residential Single Family - 7 (CU RS-9) District
A request by Jack & Linda Hamilton and Julian & Sarita Yandle to rezone approximately 38 acres from the Low Intensity Residential (RS) District and Rural Agricultural-3 (RA-3) Districts, in Davidson County's zoning jurisdiction, to a Conditional Use Residential Single Family - 7 (CU RS-7) District. The site is lying along the south side of Burton Road approximately 2,300 feet west of the Guilford/Davidson County line and extending southward to include frontage on Cecil Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

b. A request by Jack & Linda Hamilton and Julian & Sarita Yandle for approval of an accompanying Conditional Use Permit with conditions pertaining to density, lot combination, fences, stream buffers, right-of-way dedication, vehicular access and turn lanes.

*Chairman Bencini explained there has been some discussion regarding this case with the city manager and staff about some issues surrounding the sewer outfalls and the capacity at the Westside Treatment Plant. He felt it would be best to continue the public hearing to allow staff time to collect the additional information needed. Apologies were extended to the citizens who came out to speak and it was noted that this would be the first public hearing to be heard.*

*Mayor Smothers added that while the public hearing is being continued, it may prove to be a moot point once the additional information and analysis is done.*

*The Committee recommended the public hearing regarding this matter be continued to Monday, February 5th at 5:30 p.m.*

***Motion by Council Member Bencini, seconded by Council Member Pugh that this matter be continued to Monday, February 5th at 5:30 p.m. Motion carried unanimously. [9-0 vote]***

060278 **Major Amendment CUP 98-20 - Westchester Christian Center**

A request by Westchester Christian Center to amend Conditional Use Permit 98-20 to add Day Care-Adult (30 or more) as a permitted use. The site is lying east of Westchester Drive and north of Whittier Avenue.

*The public hearing regarding this matter was held on Monday, November 20th at 5:30 p.m.*

*Herb Shannon of Planning & Development gave an overview of the staff report as follows.*

**CITY OF HIGH POINT**
**PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT**
**MAJOR AMENDMENT CUP 98-20**
**November 14, 2006**

| **Applicant/Owner:** Westchester Christian Center | |
|---|---|
| **Proposal:** The applicant is requesting to amend Conditional Use Permit 98-20 in order to add **"Day Care-Adult (30 or more)"** as a permitted use to the permit. | |
| **Site Information** | |
| **Location** | Lying east of the intersection of Westchester Drive and Coventry Road. Guilford County Tax Parcels 258-1-50 & 51 and 258-1-31 thru 38. |
| **Site Acreage** | Approximately 50.7 acres |
| **Current Land Use** | Church, retail uses, congregate care and assisted living facility. |
| **Physical Characteristics** | The site has a large central building (former retail mall) that is surrounded by parking and several small to medium sized buildings. The northern 2/3's of the site is relatively flat and the southern 1/3 of the site has a moderately sloping terrain. |
| **Prox. to Water & Sewer** | City water and sewer utilities are currently available in this area. |
| **Stormwater/ Drainage** | The site is not within a water supply watershed area; stormwater controls are not required. |
| **Overlay Districts** | None |

| Site Access & Street Classification | | |
|---|---|---|
| Street Name | Classification | Approximate Frontage |
| Westchester Drive | Major Thoroughfare | 2,000 ft. |
| Whittier Ave | Local Street | 1,000 ft |
| Edgewood Drive | Local Street | 2,300 feet |
| | | |
| Traffic Impact Analysis **(TIA)** | The requested amendment will not significant increase vehicular trips to the site. A revised TIA was not required. | |

| Surrounding Area Zoning and Current Use | | | |
|---|---|---|---|
| North | **CU-SC**<br>**CU GO-M** | Conditional Use Shopping Center District<br>Conditional Use General Office-Moderate Intensity District | Commercial/retail uses, medical and professional office uses. |
| South | **HB**<br>**RS-7** | Highway Business District<br>Residential Single-Family-7 District | Hospice facility and single family dwellings |
| East | **RS-9**<br>**PI** | Residential Single-Family-9 District<br>Public & Institutional District | Public park and cemetery |

| | | | |
|---|---|---|---|
| West | **RS-15**<br>**LO**<br>**GO-M**<br>**HB** | Residential Single-Family-15 District<br>Limited Office District<br>General Office-Moderate Intensity District<br>Highway Business District | Church, office uses and commercial/retail uses |

| School District Information |
|---|
| Not applicable to this zoning case. |

| Relevant Land Use Policies and Related Zoning History | |
|---|---|
| Land Use Map Designation | The site has an Institutional land use designation. This classification is intended to accommodate public, quasi-public and institutional uses on large tracts. |
| Relevant Land Use Plan Goals, Obj. & Policies | This request is not in conflict with the Land Use Plan's goals and objectives. |
| Relevant Area Plans | None |
| Related Zoning History | 1. This site (Westchester Christian Center) received zoning approval in July 1998 to the CU-PDM District.<br>2. In December 2003, the site received Major Amendment approval to add "Golf Cart Sales & Service" as a permitted use in Tract 1 of this development. |

**Background Information:**

*The applicant is requesting to add adult daycare as an allowable use upon the site; the Conditional Use Permit allows only the following uses:*

Tract 1 (out parcels frontage along Westchester Drive)

1. Shopping Center (SC) District uses.
2. The sales and service of golf carts upon a specific out parcel fronting Westchester Drive.

Tract 2

1. Shopping Center (SC) District uses.
2. Skilled Nursing Facility; Congregate Care Living Facility and Assisted Living Facility.
3. Auditorium
4. Church
5. Communication Tower

**Issues:**

Major Issues: None

Minor Issues: None

**Findings:**

The Development Ordinance requires that certain findings be made before a Major Amendment to a Conditional Use Permit may be approved. In addition, there are specific findings for approval of a Planned Unit Development. Except for one specific finding, staff has determined that the request will not change any of the findings of the initial zoning request. The one specific finding that relates to this

amendment request is *"That the location and character of the development, in accordance with the proposed conditions, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of High Point and its environs"* Based upon the healthcare related uses currently permitted within the permit, staff finds that the addition of adult day care will be in harmony with existing uses upon the site and will not injure the value of adjoining property.

**Recommendation:**

**Staff recommends approval**

The request is consistent with the surrounding zoning and development in this area, and in compliance with the goals and objectives of the Land Use Plan. The Department of Planning and Development recommends approval of the requested Major Amendment to Conditional Use Permit 98-20.

*[end of staff report]*

*Following the presentation of the staff report, Chairman Bencini* ***opened the floor for comments.***

*Carlos Vernon, the facilities engineer for Providence Place, Westchester Christian Center located at 1701 Westchester Drive, spoke in favor of the request and asked if there were any questions.*

*Council Member Alexander inquired as to the number that the adult day care facility would accommodate and a description of those that would be using the facility. Mr. Vernon replied that they were dedicating a total of 15,278 square feet of space for this purpose and it would probably max out at about 100. He noted that the day care would provide services for senior and challenged individuals. Council Member Alexander asked what they were doing about providing security for these individuals. Mr. Vernon explained they were actually leasing this space to RHA Health care Services, who would actually be running the day care. He pointed out that RHA is a very large company and they have all types of facilities they manage and operate (regular adult day cares, assisted living, nursing homes, etc..) throughout North Carolina and Tennessee. In addition to that Providence Place also has its own security service offices on site at Providence Place.*

*Mayor Pro Tem Sims inquired about the hours of operation and Mr. Vernon stated that the adult day care facility would be open early morning to late afternoon.*

*Chairman Bencini asked if there was anyone else present to speak in favor of the request. There being none, he asked if anyone was present that would care to speak in opposition. There being no opposition,* ***he closed the public hearing.***

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for approval.*

*Approved Major Amendment to Conditional Use Permit 98-20 based upon the findings of fact as outlined in the staff report.*

***A motion was made by Council Member Bencini, seconded by Council Member Wilkins, that this matter be approved. The motion carried unanimously. [9-0 vote]***

**Exhibit Book Volume VIII, Page 6**

060279 **Ordinance - Text Amendment 06-07 - Centex Homes - Structures Permitted in Required Setbacks**

A request by Centex Homes to amend Section 9-4-12(e)(2) of the Development Ordinance, entitled Structures Permitted in Required Setbacks.

*The public hearing regarding this matter was held on Monday, November 20th at 5:30 p.m.*

*Bob Robbins of Planning & Development gave an overview of the staff report as follows.*

**CITY OF HIGH POINT**
**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**STAFF REPORT**
**TEXT AMENDMENT 06-07**
**November 14, 2006**

Applicant: Centex Homes

Request: To amend the Development Ordinance regarding the encroachment of uncovered rear decks into street setbacks.

Staff Analysis:

The Development Ordinance currently allows an uncovered rear deck to encroach into a rear setback up to 50% of the distance of the rear setback. However, there is no provision to allow the encroachment of an uncovered rear deck into the setbacks on a through lot. A through lot is one that has street frontage at both ends of the property, and therefore has two street setbacks and no rear setback. To comply with the current requirements of the Development Ordinance an uncovered deck on the rear of a house located on a through lot must meet the principal (street) setbacks. This proposed text amendment would allow an uncovered rear deck on a house located on a through lot to encroach into the street setback a distance equal to 50% of that setback.

A typical through lot will often have frontage on a thoroughfare street along one side, and a local street on the other, with the house facing (and having a driveway connection to) the local street. In such instances the rear deck would be on the side of the lot that faces the thoroughfare street, which has a fairly large setback in all of the single-family residential zoning districts.

Centex Homes, the applicant in this case, is in the process of building homes in the Barrington Estates subdivision, which has a number of through lots that have frontage on Deep River Road (which is a major thoroughfare) and on a local street. The houses on these lots will face the local street and would have a rear deck abutting the setback from Deep River Road, which is 50 feet from the right of way. In a few instances, these setbacks have left Centex Homes with insufficient space to construct the desired rear deck, which resulted in their desire to amend the Ordinance.

It should be noted that the applicant originally requested an amendment to allow uncovered rear decks to encroach 10-feet into a street setback. However, staff thought the amendment as

currently written (which allows an encroachment of 50%, or a 25-feet encroachment for those lots located along a major thoroughfare) would be a more appropriate, as it would still maintain an adequate separation from any uncovered rear deck that may be built and the right-of-way of the abutting street, and is clearer to interpret and apply, being the same percentage of relief given for non-through lots.

**Recommendation:**
The Planning and Development Department staff recommends approval of the proposed text amendment.

*[end of staff report]*

*Council Member Whitley asked what would happen if a future property owner switches to a closed-in structure. Mr. Robbins explained that if a deck encroaches into the rear setback, they wouldn't be able to enclose it anyway. Council Member Faircloth asked if they could build an open, trellis type cover. Mr. Robbins replied that there seemed to be some debate on this and it probably would depend on the type of structure and the actual construction. Council Member Faircloth felt it would be good to clarify this before the city is faced with an issue.*

*Council Member Alexander asked if the city was going to require any kind of vegetative screening to add some privacy sort of long along Deep River Road. Mr. Robbins explained that there was a requirement for vegetative screening in the Barrington Subdivision. He added that there normally aren't many of these situations. He noted that currently the city does not require screening on the interior lots, so if anyone had a regular lot and not a through lot, then the could build an open deck 50% into there without any particular screening, fencing or landscaping. Council Member Alexander felt there was more exposure with a through lot and pointed out that it might be left in a little disarray which wouldn't be good from a visibility standpoint. Mayor Smothers pointed out that the property owners would still have the ability to do some planting in their own yard.*

*At this time, Chairman Bencini* ***opened the public hearing*** *and asked if there was anyone present that would like to speak in favor of this request. There being none, he asked if there were any opposition comments. There being no one present to speak for or against this request,* ***the public hearing was closed.***

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for approval.*

*Adopted Ordinance approving Text Amendment 06-07 as requested by Centex Homes to amend Section 9-4-12(e)(2) of the Development Ordinance, entitled Structures Permitted in Required Setbacks.*

***A motion was made by Council Member Bencini, seconded by Council Member Pugh, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Ordinance No. 6398/06-84** **Introduced 11/20/06**
**Adopted 11/20/06**
**Ordinance Book Volume XV, Page 84**

060280 **Ordinance - Rezoning Case 06-20 - High Point University**

a. Conditional Use Public and Institutional (CU-PI) District
A request by High Point University to rezone approximately 1.52 acres, from the Residential Single Family-7 (CU RS-7) District and Conditional Use Public & Institutional (CU-PI) District to an amended Conditional Use Public & Institutional (CU-PI) District. The site consists of five (5) lots, two (2) lying north of the intersection of North Avenue & Sixth Street and three (3) along the west side of W. College Drive, approximately 170 feet north of the intersection of Sixth Street.

b. Major Amendment to Conditional Use Permit 00-26
A request by High Point University to add approximately 8.2 acres, to the permit and to amend various conditions of the permit.

*Gart Evans, representing High Point University, explained that they were respectfully requesting a withdrawal of this matter at this time.*

*The request for withdrawal of this matter will be placed on Thursday's Agenda with a favorable recommendation.*

*Request withdrawn at the request of the applicant.*

***A motion was made by Council Member Bencini, seconded by Mayor Pro Tem Sims, that this matter be withdrawn. The motion carried unanimously. [9-0 vote]***

060281 **Ordinance - Rezoning Case 06-26 - High Point University**

A request by High Point University to rezone approximately 1.6 acres from the Residential Single Family-7 (RS-7) District to a Public & Institutional (PI) District. The site is lying at the southeast corner of W. Lexington Avenue and W. College Drive.

*The public hearing regarding this matter was held on Monday, November 20, 2006 at 5:30 p.m.*

*Herb Shannon of Planning & Development gave an overview of the staff report as follows.*

**CITY OF HIGH POINT**
**PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT**
**ZONING CASE 06-26**
**October 24, 2006**

| | | | | |
|---|---|---|---|---|
| **Applicant/Owner:** High Point University | | | | |
| Proposal: | To rezone 1.6± acres. | From: | RS-7 | Residential Single Family-7 District |

| | | |
|---|---|---|
| | To: PI | Public & Institutional District |

| Site Information | |
|---|---|
| Location | Lying at the southeast corner of W. Lexington Avenue and W. College Drive. The site is also known as Guilford County Tax Parcels 157-1-1 thru 4 and 157-1-25 thru 27. |
| Site Acreage | Approximately 1.6 acres |
| Current Land Use | Single family residences |
| Physical Characteristics | The site has a gentle to moderately sloping terrain. |
| Prox. to Water & Sewer | City water and sewer utilities are currently available in this area. |
| Stormwater/ Drainage | The site is subject to the City Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 24% or more of the site. |
| **Overlay Districts** | City Lake General Watershed Area |

| Site Access & Street Classification | | |
|---|---|---|
| Street Name | Classification | Approximate Frontage |
| W. Lexington Avenue | Major Thoroughfare | 320 ft. |
| W. College Drive | Collector Street | 330 ft. |
| | | |
| Traffic Impact Analysis (TIA) | A TIA is not required due to the size of this site, requested zoning district and allowable uses. | |

| Surrounding Area Zoning and Current Use | | | |
|---|---|---|---|
| North | **GO-M** | *General Office-Moderate Intensity District* | Funeral home |
| South | **PI** | Public & Institutional District | High Point University Campus |
| East | **PI** | Public & Institutional District | High Point University Campus |
| West | **RS-7** | Residential Single Family-7 District | Single family dwelling and undeveloped parcels |

| School District Information |
|---|
| Not applicable to this zoning case. |

| Relevant Land Use Policies and Related Zoning History | |
|---|---|
| Land Use Map Designation | The site has an Institutional land use designation. This classification is intended to accommodate public, quasi-public and institutional uses on large tracts. |
| Relevant Land Use Plan Goals, Obj. & Policies | The following goals and objectives of the Land Use Plan are relevant to this request:<br><br>Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its |

| | |
|---|---|
| | planning area. |
| Relevant Area Plans | None |
| Related Zoning History | None |

**Background Information:**
*The applicant is requesting to rezone this area and add it to the university campus. The site has an Institutional land use designation and abuts the High Point University campus to the east and south. The request is consistent with the land use plan, will be in harmony with surrounding uses and definition of the northern boundary of the campus along E. Lexington Avenue and W. College Drive.*

**Issues:**

Major Issues: None
Minor Issues: None

**Recommendation:**
**Staff recommends approval**
The request is consistent with the surrounding zoning and development in this area, and in compliance with the goals and objectives of the Land Use Plan. The Department of Planning and Development recommends approval of the requested Public & Institutional (PI) District.

[end of staff report]

*Following the presentation of the staff report, Chairman Bencini **opened the public hearing** and asked if there was anyone present to speak in favor of the request.*

*Gart Evans, representing High Point University, confirmed that the university does own property to the northeast and to the south of the area requested and their intention would be to add this to their athletic and recreational space. He informed Council that the university now owns all the property between W. College and N. College as well as the section of Lexington.*

*Chairman Bencini asked if there were any additional comments in favor. There being none, he asked if there was anyone present who would like to speak in opposition. There being none, **the public hearing was declared closed.***

*The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation for adoption.*

*Adopted ordinance providing for the rezoning of this property as requested by the applicant.*

***A motion was made by Council Member Bencini, seconded by Mayor Pro Tem Sims, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Ordinance No. 6399/06-85** **Introduced 11/20/06**
**Adopted 11/20/06**
**Ordinance Book Volume XV, Page 85**
**Exhibit Book Volume VIII, Page 7**

060282 **Ordinance - Rezoning Case 06-27 - High Point University**

a. Conditional Use Public & Institutional (CU-PI) District.
A request by High Point University to rezone approximately 1.8 acres, from the Residential Single Family-7 (RS-7) District to a Conditional Use Public & Institutional (CU-PI) District. The site is lying within the city block bounded by North Avenue & Woodrow Avenue and Sixth Street & Fifth Street.

b. Major Amendment to Conditional Use Permit 00-26
A request by High Point University to amend the permit to add approximately 1.8 acres and include development & dimensional standards for development within 100-feet of the Fifth Street right-of-way.

*The public hearing regarding this matter was held on Monday, November 20, 2006 at 5:30 p.m.*

*Herb Shannon with Planning & Development presented the staff report as follows.*

**CITY OF HIGH POINT**
**PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT**
**ZONING CASE 06-27 and MAJOR AMENDMENT CUP 00-26**
**October 24, 2006**

| | | |
|---|---|---|
| **Applicant/Owner:** High Point University | | |
| **Proposal:**<br>1. To rezone 7 single family parcels to a CU-PI District and include this area into Conditional Use Permit 00-26 (CUP00-26).<br>2. Major Amendment to CUP00-26 to add conditions pertaining to compatibility of development along Fifth Street. | From: RS-7 | Residential Single Family-7 District |
| | To: CU-PI | Conditional Use Public & Institutional District |

| Site Information | |
|---|---|
| Location | The site is lying within the city block bounded by North Avenue & Woodrow Avenue and Sixth Street & Fifth Street. The site is also known as Guilford County Tax Parcels 226-2-1, 2, 3, 4, 11, 15, & 16. |
| Site Acreage | APPROXIMATELY 1.8 ACRES. |
| Current Land Use | Single family dwellings and undeveloped parcels. |
| Physical Characteristics | The site has a gentle to moderately sloping terrain. |
| Prox. to Water & Sewer | City water and sewer utilities are currently available in this area. |
| Stormwater/ Drainage | The site is subject to the City Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 24% or more of the site. |

| | |
|---|---|
| Overlay Districts | City Lake General Watershed Area |

| Site Access & Street Classification | | |
|---|---|---|
| Street Name | Classification | Approximate Frontage |
| Sixth Street | Local Street | 320 ft. |
| North Avenue | Local Street | 340 ft. |
| Fifth Street | Local Street | 365 ft. |
| Woodrow Avenue | Local Street | 495 ft. |
| | | |
| Traffic Impact Analysis (TIA) | A TIA is not required due to the size of this site, requested zoning district and allowable uses. | |

| Surrounding Area Zoning and Current Use | | | |
|---|---|---|---|
| North | RS-7<br>PI | Residential Single-Family-7 District<br>Public & Institutional District | Single family dwelling, undeveloped parcel and High Point University administrative building |
| South | RS-7<br>PI | Residential Single-Family-7 District<br>Public & Institutional District | Single family dwelling and High Point University campus |
| East | PI | Public & Institutional District | High Point University campus |
| West | RS-7 | Residential Single-Family-7 District | Single family dwellings |

| School District Information |
|---|
| **Not applicable to this zoning case.** |

| Relevant Land Use Policies and Related Zoning History | |
|---|---|
| Land Use Map Designation | The site has an Institutional land use designation which is intended to accommodate public, quasi-public and institutional uses on large tracts. |
| Relevant Land Use Plan Goals, Obj. & Policies | *In April 2001, City Council approved a request by High Point University for a Land Use Plan Amendment (LUPA 00-03) which designation approximately 24 acres from Low Density Residential to an Institutional Land Use classification. This amendment established the new western boundary for expansion of the University as Fifth Street, Fifth Court and lots lying along the west side of W. College Drive from W. Lexington Avenue to Fifth Court. Council's approval of LUPA 00-03 included policy for reviewing future zoning requests by the University. Relevant policy issues as it pertains to this request are as follows:*<br>1. Ideally, the university would forego requesting any zoning change within a block designated wholly or in part for Institutional use until it owns or otherwise controls at least 50%, or better yet 100%, of all properties so designated within the block.<br>2. The potential impact of the proposed rezoning on not only adjacent properties but on all properties within the block, as well;<br>3. The potential impact of the land uses proposed for the rezoning site, to include but not limited to consideration as to noise, exterior lighting and hours of operation;<br>4. The mass, scale and height of the proposed use and accessory uses;<br>5. The potential impact of the rezoning on the transportation/circulation system;<br>6. The proposed buffers, setbacks and landscaping |
| Relevant Area Plans | None |

| | |
|---|---|
| Related Zoning History | 1. From 1998 to 2000, High Point University received four zoning approvals totaling approximately 8 acres. These zoning approvals initiated the university's expansion into the neighborhood west of W. College Avenue.<br><br>2. In September 2006, City Council approved Zoning Case 06-20, which further expands the university's campus westward. This approval rezoned 20 single family lots to a CU-PI District and consolidated these 20 lots and two conditional use permits in this area into one single zoning permit. |

**Issues:**

Major Issues

- **None**

**Minor Issues**

- Compatibility with adjacent Fifth Street residential neighborhood

In order to insure compatibility and harmony with the adjacent residential neighborhood, the applicant has offered conditions to provide the following higher standards for development within 100-feet of the Fifth Street right-of-way.

- **RESTRICTED MAXIMUM BUILDING HEIGHT TO OF 50-FEET.**
- **PROHIBIT LOADING AREAS ON THE SIDE OF ANY BUILDING FACING FIFTH STREET.**
- **SCREENING OF MECHANICAL OR ELECTRICAL EQUIPMENT, STORAGE FACILITIES OR OTHER SUCH UNSIGHTLY BUILDING APPURTENANCES AS VIEWED FROM FIFTH STREET.**
- **NO VEHICULAR ACCESS FROM THE ZONING SITE TO FIFTH STREET. ACCESS TO FIFTH STREET SHALL BE FROM EXISTING PUBLIC STREETS.**
- **ANY OFF-STREET PARKING/PORTION OF A PARKING LOT OR OTHER DEVELOPMENT WITHIN THIS 100 FOOT AREA WILL TRIGGER REQUIREMENTS TO UPGRADE LANDSCAPING ALONG FIFTH STREET AS FOLLOWS:**

| | **Higher standard proposed by applicant in amended permit** | **Standard street planting yard required by ordinance** |
|---|---|---|
| Parking lot/vehicular surface area within 100-feet of Fifth St. | Same as noted to right except 33 shrubs are required and must be of an evergreen species. | Width——————8 ft<br>Canopy Trees————2 per 100 ft<br>Understory Trees—None<br>Shrubs——————17 per 100 ft |
| Other development within 100-feet of Fifth St. | Same as noted to right except width is increased to 15-ft and add 4 understory trees required per 100 ft. | |

**Findings:**

Section 9-3-13 of the Development Ordinance requires that certain findings be made before a zoning map amendment and Conditional Use Permit may be approved. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these required findings.

| That the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety: staff finds | |
|---|---|
| **Compliance** | ❖ The applicant has offered to restrict access to Fifth Street. |

| That the development of the property in accordance with the proposed conditions will not substantially injure the value of the adjoining or abutting property; or that the development is a public necessity: staff finds | |
|---|---|
| **Compliance** | ❖ The following standards of the Development Ordinance will insure that |

| | |
|---|---|
| | development of the zoning site, under the PI District standards, will not substantially injure value of adjoining property:<br>➢ A minimum Type B planting yard is required where university uses or its accessory uses abuts single-family residences.<br>➢ The surrounding residential area has a RS-7 District zoning which permits 50-foot wide lots. The Type B planting yard requires an average width of 30 feet, thus providing a buffer area equal to over half the width of the typical residential lot in this area.<br>➢ The proposed PI District building setbacks are increased from 20-feet to 35-feet when abutting residential zoning. In addition, wider setback standards are imposed for building height over 50 feet. Any University building next to a residentially zoned area will be setback 35 to 65 feet depending upon its height. |

| That the location and character of the development, in accordance with the proposed conditions, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of High Point and its environs: staff finds | |
|---|---|
| **Compliance** | ❖ The area proposed for rezoning has an Institutional Land Use Map designation. The requested CU-PI District and proposed uses as outlined in the conditional use permit are consistent with this land use designation.<br><br>❖ In addition to the building height, setback and landscaping standards of the development ordinance, the conditions offered by the applicant to provide for higher development standards for development activity within 100 feet of Fifth Street will ensure compatibility with adjacent residential uses on Fifth Street.<br><br>❖ Staff finds the request in harmony with the surrounding area and in conformance with policy recommendations outlined by Council in LUPA 00-03 based upon the following:<br>➢ The contiguous nature of the request to the main campus area and existing CU-PI District areas associated with the University.<br>➢ University owns 80% of the block, thus allowing sufficient area for landscaping and building setback standards of the Development Ordinance to be met.<br>➢ Area abutting the zoning site is designated as Institutional upon the City's Land Use Map. |

**Recommendation:**

**Staff recommends approval**

Based upon the conditions in the attached Conditional Use Permit application and the preliminary findings of fact, the request is consistent with the surrounding zoning and development in this area, and in compliance with the goals and objectives of the Land Use Plan.

The Department of Planning and Development recommends approval of the requested Conditional Use Public & Institutional (CU-PI) District and the accompanying Major Amendment to Conditional Use Permit 00-26.

[end of staff report]

***Chairman Bencini**: The next item is Rezoning Case 06-27, High Point University. This is for the 1.08 acres.*

***Herb Shannon**: Our next item is a two-part request. High Point University is requesting rezoning the parcels within this block. This block is bounded by Sixth Street to the east; North Avenue to the north; Fifth Street to the west and Woodrow to the south. This area here has already been rezoned to a conditional use PI district, but the applicant is requesting this area that's cross-hatched...the only parcels that are not part of this request are these two parcels on the end. So, the university has control of approximately 80% of this block. They are requesting a rezoning from this current Residential- Single-Family-7 district to a conditional use PI District and the second part of this request is to include this land area into Conditional Use Permit 00-26 and that's the permit that covers all this area. The long-term goal is for this whole area to be under one permit as cases are brought forward to you.*

*As you can see from the overhead projection [tape changed to Side B] it is designated as Institutional on the Land Use Map, so this is an area where institutional uses are noted as being noted on our Land Use Map. As we have noted with the previous request that came through for this area in 2000, the applicant, High Point University submitted a Land Use Plan Amendment which expanded the limits of the PI district to Fifth Street-that western boundary where PI uses are permitted. The area to be rezoned is approximately 1.8 acres. On the other requests that you reviewed in this area, the key issues that have come up are the policies of the Land Use Plan. In 2000, the LUPA 00-03-that Land use Plan Amendment included various policies for Council's consideration when reviewing rezoning requests by the university and those are outlined on page 77 of your packet.*

*As far as issues of concern, staff had no major issues pertaining to this request. Under minor issues, the primary issue was compatibility with the abutting residential neighborhood and the primary focus was that residential area along Fifth Street. In order to ensure compatibility and in harmony with the adjacent neighborhood, the applicant has offered conditions and the conditional use permit begins on page 84 of your packet. It offered conditions that within 100' of the Fifth Street right-of-way or property line, if there's any development in that area, be it parking or structures, that there be high development standards for any activity in the area and they've offered conditions for a maximum building height; prohibiting any loading area on any side of the building that would face Fifth Street; screening of mechanical and electrical equipment; and that there'd be no vehicle access from Fifth Street. Any access would have to come from those existing public streets, so you could have access from Sixth Street; from North or from Woodrow, but no driveway access from Fifth Street. And, they've also offered conditions for higher landscaping standards. If there's any parking in that 100' area, or any structures within that 100' area, higher landscaping standards have also been offered by the applicant.*

***Chairman Bencini**: Herb, then the property along Fifth Street would all be oriented away from Fifth Street. Is that correct? I mean it would be to the backside of the buildings, is that what we're saying?*

***Herb Shannon**: Not necessarily. There are conditions of screening any electrical equipment or mechanical facility-that doesn't necessarily mean it's going to face Fifth Street. Just since we don't know exactly how all this area will develop, the intent is not so much for this block as the other areas come in-these same restrictions would apply. Since we don't have a Master Plan on how all this area would develop, we were trying to recommend to the applicant in our*

*meetings conditions to....of what we think the worst case scenario and what would happen and how we can treat that and ensure compatibility.*

***Chairman Bencini**: So, without a master plan, you're basically trying to protect those properties to the west of the subject site?*

***Herb Shannon**: Yes.*

***Chairman Bencini**: Okay.*

***Council Member Stahlmann**: The University has a master plan.*

***Chairman Bencini**: Not that's been made part of our plan.*

***Herb Shannon**: On page 79 of your packets, there are findings pertaining to the findings of this request. Staff has made a determination of compliance of all the findings. The key issues to touch upon are first, that there are specific development standards in the Development Ordinance where you have a PI District use abutting a single-family dwelling that the applicant's have to address. Additionally and as I previously noted, the applicant has offered higher development standards for any type of activity within a 100' of that Fifth Street property line-including restricting access to Fifth Street.*

*In reviewing the conditions that the applicant has offered, staff has made a recommendation of approval of this request and a finding of compliance. There has been one change to touch upon. I believe that was outlined in your report. After the Planning & Zoning Commission meeting, the applicant approached staff about amending one of their conditions and that's pertaining to Condition 2(a). The current condition reads that within that 100' area from Fifth Street, the maximum building height would be 50'. The applicant is requesting that that condition be amended to note a maximum height of 60'. Staff has no objections to that proposed change. That's a quick summary of this request. The Planning & Zoning Commission did review this and made a recommendation of approval. The vote was 8-0.*

***Council Member Whitley**: Herb, that piece of property right there has a different conditional use than all this down here?*

***Herb Shannon**: Yes. That was approved, I believe, in the late 90's.*

***Council Member Whitley**: Right. Given the fact that you have that house and that house and somewhat these houses right through here, why would we not use somewhat the same conditions there until that is purchased?*

***Herb Shannon**: At the time, this came in-this was one of the first expansions of the university westward. At that time, I believe that was in 1998, there was a lot of unknowns as to what exactly was going to happen in this area and all the surrounding property was not under the control of the university, so there were conditions put in that any structure have an architectural character similar to the surrounding residential area-so that structure would be compatible. Since then, we've had the land use plan amendment that established Fifth Street as the western boundary. We had policy that had been adopted in the land use plan for reviewing specific uses relating to the university rezoning in this area. And, we also have a situation whereas for everything westward...you know, the university owns all of this and 80% of this block...so it's not a situation where this is the first thing out there. There's been a gradual expansion. So that condition that concerns were noted on that request are no longer concerns from staff at this time based upon how the university has expanded.*

***Council Member Whitley**: I understand all of that prior. But, the problem is, one of the conditions is, we do not devalue the adjacent property, and are you guys assured that...I mean you still have residents...are those two houses rental or are they owner occupied...and that depends, to me, as to whether or not there's a chance of devaluing property and that's one of the things we've got to look out after.*

***Herb Shannon**: Staff is comfortable. The Development Ordinance requires that when you have a PI use abutting a single-family use, the setback is increased from 20' to 35'-so that ensures that you don't have a building right on top of a single-family home. In addition, there are landscaping standards for higher planting yards. So, it won't be a situation where you can build within 5 to 10' of the property line because there's higher setback standards that staff is comfortable with that anyone would have to meet. This would ensure compatibility with that abutting residential use.*

***Mayor Pro Tem Sims**: So, when you all approved the move from 50' to 60', did that affect the setbacks at all?*

***Herb Shannon**: No, there's still a required setback of 35' from the property line that they have to meet. Under the current ordinance, they can go up to 80' with additional foot of setback for each building height over 50'. When we looked at what worst case scenario a 60' high building in this area still meeting setback standards, landscaping standards, higher standards that the applicant's proposed, we were comfortable that we would still be assured compatibility with the abutting residential uses. So, that 10' did not cause any concern by staff.*

***Council Member Alexander**: Herb, the 60' is that four or five floors?*

***Herb Shannon**: You may have to have the applicant answer that.*

***Lee Burnette**: It would be three to four floors, depending on the design structure. Most of that additional footage that they've requested had to deal with deal with a peak roof.*

***Mayor Smothers**: So, the architectural design.*

***Council Member Wilkins**: Herb, that spot you've got boxed in there, does High Point University own all that or 80% of that?*

***Herb Shannon**: The applicant can address that. I know they've been working on trying to acquire these two properties, so they can address that. But, not including those two parcels, the applicant owns everything on that city block. That's approximately 80% of that block.*

***Chairman Bencini**: Everything except those two lots?*

***Herb Shannon**: Correct.*

***Council Member Wilkins**: But, everything inside there, they own that?*

***Herb Shannon**: Yes.*

***Chairman Bencini**: Thank you, Herb. Anyone present care to speak in favor of this request?*

***Don Scarborough**: Can I borrow your pointer? In fact, since filing this, we now own this portion right here. So, we own everything in this block except this one lot. So, as Mr. Shannon said, we already own this and it's rezoned and we're requesting this and now we have that. So, all of this with the exception of one lot now is the university's property.*

*As we had mentioned before, we are looking at putting in a residence hall. This is what it would look like. I would remind you that over here on Sixth Street, we already have a residence hall. We have residence halls all in this particular area surrounding this block. And, Mr. Greg Mercer, our architect, is here tonight to go over that with you and answer any questions.*

***Mayor Smothers**: Mr. Baggett, can we accept this?*

***Fred Baggett**: I understand that it's not part of any condition, I don't believe.*

***Mayor Smothers**: It's just an illustration.*

***Chairman Bencini**: Well, just for illustrative purposes, where would the utilities be accessed for this building?*

***Greg Mercer**: The Fifth Street that is in question, we are showing here...normally we have a 35' setback-we're showing, what, 50' would be. So, the building would be well outside of a 50' setback. This is a brick, screened wall. It's about 8' high and inside of there will be the transformer and mechanical system. The access is right here. There is a service drive off the parking lot at this point. All other utilities will be underground. The reason we have shown, instead of the 30'-we've shown 40' -here on this side, we've also shown here the 40' setback. We increased that to 40' because of the height of the building and if you would put up the other sheet I gave you. Can you zoom out a little bit so you can show the streets on each end of that elevation. This is the Fifth Street elevation which is about 10' higher than the first floor. This is Sixth Street over here. The building is four floors and you can see the peak of that roof is what we're required to measure it to. The peak of that roof if 56' tall. We're required to measure from the grade elevation to the peak of that roof and within a 100' which hits about right here, that portion of the building would be within that 100'. That's why we're asking for the 60' in height. It's actually going to be well less than 50' above the street, but that is why we're asking for the change to the conditional use. And, that is the elevation; it's a four-story, 200-bed dorm.*

***Chairman Bencini**: Where are the dumpsters located?*

***Greg Mercer**: If you'll go back to the site plan. Right here, there's a gate. They have a trash chute in this building and there's two small portable dumpsters that are picked up about every other day. They're about this tall and 4-5' long and they'll roll them out of a door right there into this yard and they'll be picked up right there. But, they're behind a screen.*

***Chairman Bencini**: Any other questions of Mr. Mercer?*

***Council Member Whitley**: One question. That piece right there, there's a house sitting about right there and that's the driveway lot-what's the intention of putting on this side of the parking lot between that house-assuming you're not able to buy that piece of property.*

***Greg Mercer**: There's a 20' setback to the pavement that we're required by the city ordinances to stay back that far from the residential zoning. That's what this 20' and that 20' are. We're staying off that property line.*

***Council Member Whitley**: Is there any intention to put any kind of opaque fence of bushes high enough to block the view of the parking lot from that resident?*

***Greg Mercer**: The intent is for the university to purchase the property, but yes, there is a planting requirement in the ordinance that requires us to plant that yard. And, yes, our intent is to fulfill the requirements of the ordinance.*

***Council Member Whitley**: I understand that. I'm just looking for something high enough where the citizens or whoever owns that house, and they do not sell, does not have to look at a parking look.*

***Lee Burnette**: They're required to put in a B yard which is what we require for commercial development, so if they have not acquired the property at the time of completion of the construction or putting in a B yard, then they have an option of putting up a fence.*

***Chairman Bencini**: Greg, in your experience, if and when the university is successful in purchasing that last lot, how would they utilize the useable portion of it.*

***Greg Mercer**: The University's intent is to bring that monumental wrought iron fence with the brick piers and wrought iron around the perimeter and down like this around the piece of property.*

***Chairman Bencini**: But, at that point, would they expand the parking lot?*

***Greg Mercer**: Yes. And, we are required under the conditional use to do some additional planting and screening of those areas of the parking lot within the 100'. So, we're more than willing to do that.*

***Chairman Bencini**: Thank you. Any other questions?*

***Council Member Faircloth**: The parking lot, if improved as you say, later, can it extend into that 50' right-of-way?*

***Greg Mercer:** The parking lot can, but the planting requirements change once you get within 100' of that property line. They get more restrictive. We have to put in 17 trees versus 10 and more shrubbery versus...I can't remember the numbers, but it's in the ordinance.*

***Mayor Smothers**: But, you still wouldn't have access to Fifth?*

***Greg Mercer**: No, we will never access Fifth Street. The only access we're going to have is down here off of Sixth.*

***Chairman Bencini**: Any other questions of Mr. Mercer? [none] Thank you, Greg. Anyone present care to speak in favor of this?*

***Don Scarborough**: My name is Don Scarborough. I live at 1108 Ferndale Boulevard and I serve as the Vice President for Administration at High Point University. Just to help you understand why we're using this particular plan. As you know, the university is experiencing phenomenal growth at this time. This past summer, we built Blessing 1 which is in the middle of the campus between the Slane Center and Belk residence halls. The only way we could move forward to have another residence hall opened in the fall to receive the students that would be living there was to go with a plan that we already had. We need to start construction*

*this month or the first of next month in order to have it ready for occupants in August. So, we went with Blessing 2 and it means the difference between the 50 and 60'-even though the building will only be a portion of that. And, that's why we're going with this particular plan-is to be ready for August student arrivals.*

***Mayor Pro Tem Sims**: Don, a question for you. At the moment, it looks as if just about everything is moving internal on the campus-what's the rationale for the fencing?*

***Don Scarborough**: For the fencing?*

***Mayor Pro Tem Sims**: The proposed fencing that he just talked about putting around that site. Since you're just about all internal and I know why some of the fencing was done, but what's the rationale for the fencing?*

***Don Scarborough**: Well, it's a decorative fencing that we're putting around campus and we were asked at the Planning & Zoning Committee to find a way to dress up the difference between Fifth Street residents on one side of the university and just for consistency with the rest of the campus, we chose to do the decorative fencing like we're putting everywhere else.*

***Mayor Pro Tem Sims**: Thank you.*

***Chairman Bencini**: Is there anyone else that cares to speak in favor? [none] Anyone present care to speak in opposition? If so, please come forward. Excuse me, but have you been sworn in?*

***Ed Peters**: Yes. My name is Ed Peters, I live at 800 Woodrow Avenue. I'm on the corner right there. We talked at a neighborhood meeting about the extra-they said possibly 200 people-more students would be living there. We wondered about the traffic on North Avenue and Woodrow Avenue running up Centennial and we were curious when they said they were going to limit access. Does that mean the streets are going to be closed off on North Avenue and Woodrow?*

***Council Member Alexander**: No, those streets will remain open.*

***Herb Shannon**: It means there will be no driveway cut into this parcel from Fifth Street.*

***Ed Peters**: Okay, North Street's still open all the way to Centennial and Woodrow's open all the way back? Do you guys ever plan on closing that and keeping the college traffic going through the college? I know right now, we don't have the extra 200 students, but we've got a lot of college students running up and down the road right there. A lot of them, it's the first time they're away from home and they're speeding up and down the road all the time. I just wondered if we were going to have more-if we could like internalize it like you know where they're going in and out of College per se'. I'm just talking as a neighborhood association or what I see. But, I was just curious about that and if you were going to limit the access or if they were going to be running the same streets Woodrow and North.*

***Lee Burnette**: If I may just add. As it stands right now, the streets cannot be closed because there are parcels that receive access off that, so as long as there's property owners, those streets have to remain open.*

***Ed Peters**: Okay, but you're only talking one house right there on the corner of what...Woodrow and Fifth. So, if you closed off North Avenue right there, it would be the corner on the other side...are you saying that's what's stopping you?*

***Lee Burnette**: I'm sorry.*

***Ed Peters:** Do you have a pointer? So you're saying that you guys already own that, right. So, if you blocked it off right there, you're saying that because of that house, you're not going to close the street? Or because of that house you're not going to limit the access?*

***Lee Burnette**: I'm with the city. The university does not own this property or this property here at this time, or if they do, it's a separate ownership and separate parcels, so the only way that this street can be closed or be requested to be closed is if they acquire the property on this side of the street.*

***Chairman Bencini**: But, you'd still have an argument beyond that, that some residents along North Avenue would want to continue to take their access off of W. College Drive.*

***Lee Burnette**: I'm talking about just to be able to file the petition to close.*

***Chairman Bencini**: Yeah, they could try to close it, but then you'd have the argument that there would be some residents along North Avenue who would not necessarily agree to have those roads shut, so there may be some neighbors that would say yes to shut those roads to limit traffic, and other residents may say no.*

***Mayor Smothers**: Just general traffic circulation would be studied as part of any request to close the street-what the impact would be on other streets.*

***Chairman Bencini**: But, there's no requirement and really no need that's been shown for the university to close roads because they're expanding...I guess I just don't understand.*

***Ed Peters**: In the pas, they closed it where College came in and they cut that access to Montlieu Avenue and I'm just saying that they've done it at different times. I was just curious about that. I'm not for or against it, I'm just curious on how they're going to control the traffic and what the future plans are. All I'm saying is I think it's going to make a difference in my life. I'm just curious about it. I'm not trying to get a vote on it or talk to my neighbors about it-it just came up in a neighborhood meeting. A little bit of purification there.*

***Mayor Pro Tem Sims**: He does have a valid point. That's 200 more people. I don't know how many more cars it is, but it is 200 more people. Is there a way to put some sort of traffic calming stuff in that area to kind of help with the issue that he just described?*

***Phil Wylie**: Generally, there's parking along those streets now and this slows them down some. At this point, it's difficult to say what the traffic distribution will be.*

***Chairman Bencini**: I think you made a valid point and I think this may be something that staff and the university....Gart, I know you know exactly what's going on out there in terms of traffic...but as we go forward and the university continues to grow, I think maybe, you know, as traffic concerns increase with a larger campus and more students, I think it's something that we probably need to at least be aware of and ready to address in the future.*

***Ed Peters**: Okay. Thank you very much. I appreciate it.*

***Chairman Bencini**: Anyone else care to speak?*

***Dennis Robinson**: I'm Dennis Robinson and I live at 1008 Willoubar Terrace which is very close to this vicinity here and I would just like to reiterate what this gentleman said because I am very concerned about the traffic that we're going to get on Woodrow and North. I own seven houses that I rent and I do not rent to students, I want to keep it a family neighborhood. In our neighborhood, we recently formed a neighborhood watch. We had several people that are just committed to improving the quality of this neighborhood and it also falls under the Core City program that you guys are trying to build this program up and I guarantee you that this additional traffic will destroy this neighborhood. These streets right now are the kind of streets that the ice cream stops in the intersection-I mean the ice cream truck stops-and the kids meet their in the intersection. We do not have that kind of traffic except in this neighborhood except for the High Point University guys. Now, if ya'll want to build an old folks home there, no problem. But, I can tell you that the traffic we're going to get-the traffic we have now from the university is a problem. I don't know if you're familiar with that area or not, but there's a hill going down North Drive and they come barreling over that hill and you can't see what's at the bottom of that hill and we're going to just multiply that by 200.*

*Also, this block, I don't have an objection to a rezoning...I don't have an objection to the university building a dormitory there, but it needs to be arranged so that it blends in with our neighborhood. That is like a peninsula that sticks out into our neighborhood. Our neighborhood wraps around this new block here and we're going to get the traffic and the noise from the air conditioning and heating units. We live a couple of blocks from Kirkman Park School. That is the most aggravating whine. You can hear that two and three blocks away. And, already at five o'clock in the morning, you hear the dumpsters dumping. It picks up that huge dumpster and that door flaps around and that's from the university now and that's a good two blocks away from where we're at now. And, you see where it's at now-it's right across the street from these guys living on Fifth Street. It needs to be tweaked a little bit. And, we have College Drive-W. College Drive-that goes from College Village Shopping Center that used to go to Montlieu. And, now it's closed off and there's a parking lot there. What kind of logic is that? I mean, the traffic from High Point University needs to go to College Drive out to Lexington and Montlieu-not through out neighborhood to Centennial. And, if it's done like this, that will be the shortest shortcut you can get. You go right out here onto Woodrow and two blocks to Centennial and that's where all these 200 new drivers are going to be going. And, it's going to....we worked hard to build this neighborhood up and keep this neighborhood from going down like some of these others have and we're doing a good job. This is big. This is real big for our neighborhood.*

***Mayor Smothers**: Well, I'm sure the university certainly supports your stabilizing the neighborhood because they need that value as well and they do have responsibility to the neighborhood to try to help manage traffic. So, I would suggest, at least, those of you who have come tonight, who have indicated that you would certainly be willing to look at some different type of traffic management, is something they should keep in mind and our transportation department as well.*

***Dennis Robinson**: You know, the university has beautiful gardens, beautiful lawns and what I'm saying is that there is a very, very fine line between this helping our neighborhood and this hurting our neighborhood and it's just a little tweaking here, a little tweaking there. You know, they buy the property that they need and want and if they needed to buy a few more houses so that they could close off Woodrow and Fifth, they could do it and it would help us a lot.*

***Council Member Alexander**: Just as a thought. Would it help your neighborhood if from Fifth going east on Woodrow and north if those were one-way streets within that block? That would force everything to Sixth Street and then out to Montlieu.*

***Dennis Robinson**: It would cut the problem in half. I still think the people would barrel into the campus and find another way out instead of going in and out. I understand that it's not something that you can do now, but....*

***Chairman Bencini**: No, I don't think we can deal with that tonight.*

***Council Member Alexander**: No, I was just wondering if, you know, a lot of times people drive a street and they tend to come and go in the same path, in other words.*

***Dennis Robinson**: Well, yeah, that's a good point. I'm sure that it would be better than it being a two-way street. But, then you do end up with a problem with the people....oh, you're just talking about the short sections and not going out all the way to Centennial.*

***Council Member Alexander**: Just from Fifth-basically to push all the campus traffic inside then out either W. College or out to Montlieu.*

***Chairman Bencini**: We are not going to do that tonight.*

***Dennis Robinson**: Right, but I heard that there were conditions to this rezoning and I'd like you to carefully consider adding some kind of traffic control to that condition because it will make a huge difference. If I had a little more time I could have gotten some of the owners of the property there-it's not just me here tonight, this is going to hurt a neighborhood that is struggling already.*

***Mayor Smothers**: I think our transportation department can look at the controlling conditions that might assist and it doesn't have to be part of the university-they can't do anything about it anyway.*

***Dennis Robinson**: The traffic's certainly the biggest issue. The heating and cooling units and the dumpsters are also secondary issues to consider. Thank you.*

***Chairman Bencini**: Gart, let me ask you a question because I know you're familiar with the university and the local law enforcement. Do the security detail at the university get involved with any type of traffic enforcement?*

***Gart Evans:** We do as far as parking.*

***Chairman Bencini**: Okay, but not in terms of like speeding on public streets? Is there any mechanism, Mr. Baggett, whereby the security folks could write traffic tickets for speeding on High Point city streets in that area?*

***Fred Baggett**: I really don't know.*

***Chairman Bencini**: I know that really does happen in some jurisdictions-I do know that.*

***Fred Baggett**: It's doubtful. They're special places like around the Capitol Building in Raleigh, where the Capital Police have complete law enforcement authority. University Policy and state university campus police do.*

***Chairman Bencini**: Well, some private universities do also.*

***Fred Baggett**: Well, as I said I really don't know.*

***Chairman Bencini**: But, it's in different jurisdictions, different states, and I didn't know if that was something that...at some point, Gart, I would think that might even be a help to your folks.*

***Gart Evans**: We do employ off-duty city police officers on a daily basis and certainly we can help direct that we would like some traffic enforcement.*

***Chairman Bencini**: Yeah, I don't think the city's at a point where they can go out and watch for some of these additional students who may be speeding and adding to traffic problems, but if there was some way in the future that we could at least have someway of dealing with that if the problem gets worse.*

***Gart Evans**: We can certainly work with that.*

***Council Member Faircloth**: I think if they establish it as a University Police Department, they can then have jurisdiction on surrounding streets. UNC-G has that.*

***Chairman Bencini**: Thank you, Gart. Anybody else want to speak? [none] Seeing no one, I'm going to close the public hearing and **make a motion to approve the rezoning request as well as the conditional use permit, excuse me, the major amendment to Conditional Use Permit 00-26 based on the findings of fact.***

***Council Member Alexander: Second.***

***Mayor Smothers**: I have a motion and a second and that would be the amended conditional use permit that has been submitted by the applicant. Any further discussion?*

***Mayor Pro Tem Sims**: Just one question. That one house that he said they had purchased, is that correct? Would they have to come back for that one piece?*

***Gart Evans**: We have been discussing that with Mr. Shannon and that is not included. We will have to come back one more time. Well, I won't say one more time. We'll be back.*

***Mayor Smothers**: All in favor of the motion, say Aye. Aye. Any opposed? [none] That motion carries. [9-0 vote]*

*[end of transcript]*

*Adopted Ordinance amending the official zoning map providing for the rezoning of this property.*

***A motion was made by Council Member Bencini, seconded by Council Member Alexander, that this matter be adopted. The motion carried unanimously. [9-0 vote]***

**Ordinance No. 6400/06-86** **Introduced 11/20/06**
**Adopted 11/20/06**
**Ordinance Book Volume XV, Page 86**

**Exhibit Book Volume VIII, Page 8**

**ANY OTHER NEW BUSINESS**

060284 **Resolution - Partnership for Working Toward Inclusive Communities**
Consideration of a resolution approving the City of High Point's participation in the Inclusive Communities Program through the National League of Cities.

***Since this matter did not originally appear on tonight's Agenda, motion was made by Mayor Pro Tem Sims, seconded by Council Member Whitley to suspend the rules to place it on tonight's Agenda for consideration.***

*Adopted Resolution- Partnership for Working Toward Inclusive Communities approving the city's participation in the NLC Inclusive Communities program.*

***A motion was made by Mayor Pro Tem Sims, seconded by Mayor Smothers*, that this matter be adopted. The motion carried unanimously. [9-0 vote]**

**Resolution No. 1241/06-84** **Introduced 11/20/06**
**Adopted 11/20/06**
**Resolution Book Volume XV, Page 84**

**For Information Only:**

**BRIEFING SESSION ON TUESDAY, NOVEMBER 21ST**
*Mayor Smothers reminded Council of the Manager's Briefing that would be held tomorrow (Tuesday, November 21st) at 4:00 p.m. Topics of discussion will be health insurance and capital projects update.*

**HOLIDAY PARADE**
*Mayor Pro Tem Sims announced that all Council Members wishing to participate in the Holiday Parade to be prepared to leave right after the Briefing Session tomorrow.*

**ANDREWS HIGH SCHOOL BAND INVITED TO PARTICIPATE IN COTTON BOWL**
*Mayor Smothers called attention to the fact that Andrews High School Band has the opportunity to go to the Cotton Bowl and encouraged everyone to help make the trip possible.*

**ADJOURNMENT**

*There being no further business to come before Council, the meeting adjourned at 5:30 p.m. upon motion duly made and seconded.*

**Respectfully Submitted,**

**Rebecca R. Smothers, Mayor**

**Attest:**

**Lisa B. Vierling, MMC**
**City Clerk**

Elaine F. Marshall
Secretary

North Carolina
DEPARTMENT OF THE SECRETARY OF STATE
PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 12/18/2006

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## Corporation Names

| Name | Name Type |
|---|---|
| **NC** WCA of North Carolina, L.P. | Legal |

## Limited Partnerships Information

| | |
|---|---|
| **SOSID:** | 0770247 |
| **Status:** | Cancelled |
| **Date Formed:** | 1/11/2005 |
| **Citizenship:** | Foreign |
| **State of Inc.:** | DE |
| **Duration:** | Perpetual |

## Registered Agent

| | |
|---|---|
| **Agent Name:** | Secretary of State |
| **Registered Office Address:** | 2 South Salisbury Street<br>Raleigh NC 27601 |
| **Registered Mailing Address:** | 2 South Salisbury Street<br>Raleigh NC 27601 |
| **Principal Office Address:** | One Riverway, Suite 1400<br>Houston TX 77056 |
| **Principal Mailing Address:** | One Riverway, Suite 1400<br>Houston TX 77056 |

*For questions or comments about the North Carolina Secretary of State's web site, please send e-mail to* ***Webmaster****.*

C200536100346

SOSID: 0770247
Date Filed: 12/27/2005 4:47:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200536100346

**State of North Carolina**
**Department of the Secretary of State**
**Cancellation of Certificate of Domestic or Foreign Limited Partnership**

| A. Return Acknowledgement to: | Office Use Only |
|---|---|
| Name: | |
| Mailing Address: | |
| City/State/Zip: | |

Read instructions on reverse before beginning. Attach additional pages as needed and complete appropriate section.

| ☐ B. DOMESTIC LIMITED PARTNERSHIP CANCELLATION | No. of pages attached: |
|---|---|
| 1.Name of limited partnership: | |
| 2.Date originally filed with Secretary of State: | 3.Number originally assigned by Secretary of State: |
| 4.Reason for cancellation: | |
| 5.Effective date of cancellation (not to exceed 90 days from this filing by Secretary of State): | |
| 6.Any other information partners wish to present: | |

7.The following signatures by each general partner constitute an affirmation under the penalties of perjury that the facts herein are true.

| Complete for each general partner. | Signature | Date |
|---|---|---|
| 1. Name / Title | | |
| 2. Name / Title | | |
| 3. Name / Title | | |

| ☒ C. FOREIGN LIMITED PARTNERSHIP CANCELLATION | No. of pages attached: |
|---|---|
| 1.Name of limited partnership: WCA of North Carolina, L.P. | |
| 2.Name used to transact business in N.C., if different: | |
| 3.Date originally filed with N.C. Secretary of State: 03/01/05 | 4.Number originally assigned by N.C. Secretary of State: 0770247 |
| 5.Reason for cancellation: Business of partnership has concluded. | |
| 6.Effective date of cancellation (not to exceed 90 days from this filing by N.C. Secretary of State): Upon filing | |
| 7.Any other information partners wish to present: | |

8.The following signature by one general partner constitutes an affirmation under penalty of perjury that the facts herein are true:

By: WCA NC Management General Partners GP 12/21/2005

By: J. Edward Menger Vice Pres. of G.P.

Type or print name | Title | Signature | Date

NOTES:
1. Filing fee is $25.00. This document and one exact or conformed copy must be filed with the Secretary of State.

*(Revised January 2000)*
CORPORATIONS DIVISION
P.O. BOX 29622
RALEIGH, NC 27626-0622

*Form LP-03*

# Performance Bond

| | |
|---|---|
| Date Bond Executed: | October 9, 2006 |
| Effective Date: | October 9, 2006 |
| Principal: | WCA of High Point, LLC<br>One Riverway, Suite 1400<br>Houston, Texas 77056 |
| Type of Organization: | Corporation |
| State of Incorporation: | North Carolina |
| Surety(ies): | Century Surety Company<br>6140 Parkland Boulevard, Suite 300<br>Cleveland, Ohio 44124 |
| Permit Number: | 41-16 |
| Name and Location: | WCA of High Point, LLC<br>5830 Riverdale Drive<br>Jamestown, North Carolina 27282 |
| Closure Amount: | $279,398.00 |
| Post-Closure Amount: | $150,000.00 |
| Total Penal Sum of Bond: | $429,398.00 |
| Surety's Bond Number: | 450142 |

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Division of Solid Waste Management (hereinafter called Division), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum ``jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Solid Waste Management Rule .0201 as amended, to have a permit in order to own or operate each solid waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure, post-closure care, or corrective action as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform corrective action of each facility for which this bond guarantees corrective action, in accordance with the corrective action program and other requirements of the permit, as such program and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance and obtain the Division's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Division from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Division that the Principal has been found in violation of the closure requirements for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the Division.

Upon notification by the Division that the Principal has been found in violation of the post-closure requirements for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the Division.

Upon notification by the Division that the Principal has been found in violation of the correction action requirements for a facility for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the corrective action program and other permit requirements or place the corrective action amount guaranteed for the facility into the standby trust fund as directed by the Division.

Upon notification by the Division that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Division during the 90 days following receipt by both the Principal and the Division of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Division.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the Secretary, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Division, as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Secretary.

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in Paragraph (e)(2)(C) of this Rule as was constituted on the date this bond was executed.

Principal: **WCA of High Point, LLC**

By: _____

(Corporate Seal)

Surety: **Century Surety Company**

By: _____
Nicole Skedel, Attorney-In-Fact

(Corporate Seal)

State of incorporation: Ohio

Liability limit: $429,348.00

Bond premium: $10,735.00

Countersigned by a licensed Resident Excess and Surplus agent.

By: _____
James V. Loos

**The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses paid under this policy will not be paid by any State insurance guaranty or insolvency fund.**

# CENTURY SURETY COMPANY
## COLUMBUS, OHIO
## POWER OF ATTORNEY

PRINCIPAL WCA of High Point, LLC EFFECTIVE DATE October 9, 2006

CONTRACT AMOUNT _____ AMOUNT OF BOND $ 429,398.00

POWER NO. 450142

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

*****Nicole Skedel*****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Four Hundred Twenty Nine Thousand Three Hundred Ninety Eight and No/100 Dollars.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of February, 1994:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2001.

CENTURY SURETY COMPANY CORPORATE SEAL OHIO

CENTURY SURETY COMPANY

Roswell P. Ellis, President

Glenn D. Southwick, Treasurer

Notary Public)
State of Ohio) SS:

On this 27th day of August, 2001, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

Sue E. Duffy
Notary Public State of Ohio
My Commission expires August 6, 2004

State of Ohio ) SS:

I, the undersigned, Secretary of the Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Columbus, Ohio this 9th day of October 2006.

Kurt H. Weiland, Secretary

Any reproduction or facsimile of this form is void and invalid.

CENTURY Insurance Group

# Century Surety Company

## Certificate
## 2005

The following financial information was excerpted from the Statutory Annual Statement filed by Century Surety Company with the Ohio Department of Insurance on March 1, 2006.

### STATEMENT OF INCOME

| | |
|---|---|
| Direct premiums written | $ 212,952,740 |
| Reinsurance assumed | 3,211,225 |
| Reinsurance ceded | (26,645,314) |
| Net premiums written | 189,518,651 |
| Change in unearned premiums | (11,889,142) |
| Net premiums earned | 177,629,509 |
| Losses & LAE incurred | 118,345,204 |
| Net commission expense | 36,899,650 |
| Other underwriting expenses | 22,859,950 |
| Total underwriting deductions | 178,104,804 |
| Net underwriting loss | (475,295) |
| Net investment gain | 13,832,396 |
| Other income | 1,013,225 |
| Income before FIT | 14,370,326 |
| Federal income tax incurred | 6,525,000 |
| Net income | $ 7,845,326 |

### BALANCE SHEET

| | |
|---|---|
| Admitted Assets | |
| Invested Assets | $ 367,188,300 |
| Agents' balances | 15,184,162 |
| Reinsurance recoverable | 6,421,571 |
| Other assets | 13,475,173 |
| Total Admitted Assets | $ 402,269,206 |
| Liabilities & Surplus | |
| Loss & LAE Reserves | $ 174,199,034 |
| Unearned premiums | 84,641,822 |
| Other Liabilities | 21,610,581 |
| Total Liabilities | $ 280,451,437 |
| Surplus as regards policyholders | $ 121,817,769 |

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Century Surety Company with the Ohio Department of Insurance for the year ending December 31, 2005.

Erin E. West, Secretary & Treasurer

NCDENR
North Carolina Department of Environment and Natural Resources

# FACILITY COMPLIANCE AUDIT REPORT
## Division of Waste Management
## Solid Waste Section

UNIT TYPE: (check all that apply to this audit w/ this same Permit number)

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Lined MSWLF | | LCID | | YW | | Transfer | | Compost | | SLAS | |
| Closed MSWLF | | HHW | | White goods | | Incin | | T&P | X | FIRM | |
| CDLF | X | Tire T&P / Collection | | Tire Monofill | | Industrial Landfill | | DEMO | | SDTF | |

COUNTY: Guilford
PERMIT NO.: 41-16
FILE TYPE: COMPLIANCE

Date of Audit: 04/22/04 Date of Last Audit: NA/Initial Audit

**FACILITY NAME AND ADDRESS:**
MRR of High Point, LLC
5830 Riverdale Drive
Jamestown, N.C. 27282

**FACILITY CONTACT NAME AND PHONE NUMBER:**
Mike McFeeley, Landfill Manager
Office: 336-886-3560
Cell: 336-669-2086
Fax: 336-886-5707

**FACILITY CONTACT ADDRESS (IF DIFFERENT):**
Same

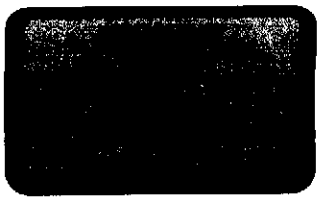
**AUDIT PARTICIPANTS:**
Mike McFeeley, MRR
Rebecca Cramer, Guilford Co. Environmental Inspections Specialist
Hugh Jernigan, N.C. Solid Waste Section

**STATUS OF PERMIT:**
Permit to Construct Reclamation Pad Issued: March 13, 2003
Permit to Construct Phase 1 Construction and Demolition Landfill Issued: May 14, 2003
Permit to Operate Phase 1 Cell A,C&D Landfill and Reclamation Pad Issued: February 10, 2004
Permit Expiration Date: **February 10, 2009**

**PURPOSE OF AUDIT:**
Comprehensive Audit

**NOTICE OF VIOLATION(S) (citation and explanation):**
NONE

You are hereby advised that, pursuant to N.C.G.S. 130A-22, an administrative penalty of up to $5,000 per day may be assessed for each violation of the Solid Waste Statute or Regulations. If the violation(s) noted here continue, you may be subject to enforcement actions including penalties, injunction from operation of a solid waste management facility or a solid waste collection service and any such further relief as may be necessary to achieve compliance with the North Carolina Solid Waste Management Act and Rules.



**STATUS OF PAST NOTED VIOLATIONS (List all noted last audit):**
NONE

**OTHER COMMENTS /SUGGESTIONS:**

1. The facility consist of a Construction and Demolition Treatment and Processing Operation and a Construction and Demolition Landfill.
2. A pre-operative meeting was conducted at the site on February 14, 2004, and the facility began operations on February 15, 2004.
3. Service area for the facility includes Guilford County and portions of Davidson, Forsyth, and Randolph Counties as specified in the franchise agreement with the City of High Point. The service area is currently being reconsidered with the City of High Point to possibly include all of Davidson, Forsyth, and Randolph Counties.
4. Required signage in place at the entrance to the facility. **Note:** Additional traffic signs needed inside the facility to direct incoming vehicles.
5. Reviewed Permit Conditions, Franchise Agreement, and Operation Plans. **Note:** Contingency plans for monitoring unidentified or hazardous waste should contain additional information including phone numbers and contacts for possible clean-up and removals.
6. Initial ground water and surface water monitoring conducted January, 2004, next monitoring event is scheduled for July, 2004. Monitoring wells observed to be locked, labeled, and have concrete pads.
7. Reviewed operational records for the facility including tonnage reports, training records, load rejection records, and random inspection reports. **Note:** Random inspection reports should be signed by the person conducting the inspections.
8. Observed landfill operations. Currently operating in the approved Cell A (approximately 5 acres) of the 12.5 acre Phase 1 site.
9. Windblown materials effectively controlled and collected. Active collection of windblown materials being conducted during the inspection.
10. Working face observed to be small, well controlled and compacted. Excellent soil cover from recent daily operations.
11. **Note:** Additional soil cover should be placed over the areas of initial operation on the South border of the landfill.
12. Erosion control measures and sedimentation basins well maintained, no off-site erosion noted.
13. Roadways well maintained throughout the facility.
14. Observed reclamation pad (treatment and processing) operations. The picking line and sorting activities were in operation during the visit.
15. Windblown materials effectively controlled by utilization of fences.
16. **Note:** The storage areas and operations should be as listed in the site plan. There are minor differences between Drawing # CP-09 and the operation of the facility. The site plan should reflect actual operations or the site plan should be modified.
17. **Note:** Permit Condition # 22 states: " Construction waste placed on the reclamation pad shall be sorted and no waste shall remain on the pad after operating hours. Recyclable materials shall be placed in containers. Non-recyclable materials shall be placed in containers/trucks and disposed of in Phase 1 of the C&D Landfill at the end of the operating day." This condition should be followed, or a revised operations plan should be submitted pursuant to a permit modification.

18. **Note:** Permit Condition # 25 states: " Waste shall not be placed on the reclamation pad during inclement weather, unless run-off control measures are installed".
19. **Note:** Permit Condition # 26 states: " Recycled materials, placed in containers, shall be removed from the site once the container is full."
20. Discussions were conducted concerning the possible use of alternative daily cover for the C&D Landfill. At this time there is no application pending or approved alternative daily cover for the facility.
21. **The facility should operate in accordance with the approved site plan, permit conditions, and operations plan at all times.** A request for any modification should be addressed to Tim Jewett in the Winston-Salem Regional Office.

Please contact me if you have any questions or concerns regarding this audit report.

Hugh Jernigan (signature) Phone: 336-771-4608 ext.206.
*Regional Representative*

**Distribution: original signed copy to facility -- signed copy to compliance officer – e-mail or copy to super**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Delivered on : 04/28/04 by** | | hand delivery | X | US Mail | | Certified No. [__] |

CC: Mark Poindexter
Brent Rockett
Tim Jewett
Rebecca Cramer
WSRO Files

# FACILITY COMPLIANCE AUDIT REPORT
## Division of Waste Management
## Solid Waste Section

NCDENR
NORTH CAROLINA DEPARTMENT OF

UNIT TYPE: (check all that apply to this audit with same Permit number)

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Lined MSWLF | | LCID | | YW | | Transfer | | Compost | | SLAS | |
| Closed MSWLF | | HHW | | White goods | | Incin | | T&P | X | FIRM | |
| CDLF | X | Tire T&P / Collection | | Tire Monofill | | Industrial Landfill | | DEMO | | SDTF | |

COUNTY: Guilford
PERMIT NO.: 41-16
FILE TYPE: COMPLIANCE

Date of Audit: 05/21/04 Date of Last Audit: 04/22/04

**FACILITY NAME AND ADDRESS:**
MRR of High Point, LLC
5830 Riverdale Drive
Jamestown, N.C. 27282

**FACILITY CONTACT NAME AND PHONE NUMBER:**
Mike McFeeley, Landfill Manager
Office: 336-886-3560
Cell: 336-669-2086
Fax: 336-886-5707

**FACILITY CONTACT ADDRESS (IF DIFFERENT):**
Same

**AUDIT PARTICIPANTS:**
Mike McFeeley, MRR of High Point
Chris Roof, MRR Southern
Dan Moore, MRR Southern
Rebecca Cramer, Guilford Co. Environmental Inspections Specialist
Hugh Jernigan, N.C. Solid Waste Section

**STATUS OF PERMIT:**
Permit to Construct Reclamation Pad Issued: March 13, 2003
Permit to Construct Phase 1 Construction and Demolition Landfill Issued: May 14, 2003
Permit to Operate Phase 1 Cell A C&D Landfill and Reclamation Pad Issued: February 10, 2004
Permit Expiration Date: **February 10, 2009**

**PURPOSE OF AUDIT:**
Follow-up Audit

**NOTICE OF VIOLATION(S) (citation and explanation):**
NONE

You are hereby advised that, pursuant to N.C.G.S. 130A-22, an administrative penalty of up to $5,000 per day may be assessed for each violation of the Solid Waste Statute or Regulations. If the violation(s) noted here continue, you may be subject to enforcement actions including penalties, injunction from operation of a solid waste management facility or a solid waste collection service and any such further relief as may be necessary to achieve compliance with the North Carolina Solid Waste Management Act and Rules.

**STATUS OF PAST NOTED VIOLATIONS (List all noted last audit):**
NONE

**OTHER COMMENTS /SUGGESTIONS:**

1. The facility consists of a Construction and Demolition Treatment and Processing Operation and a Construction and Demolition Landfill.
2. A pre-operative meeting was conducted at the site on February 14, 2004, and the facility began operations on February 15, 2004.
3. This inspection was conducted as a follow-up to the April 22, 2004 inspection, and to discuss potential permit condition modifications. Received a written response from MRR to the Facility Compliance Audit of April 22, 2004 and a request for operational procedure modifications. Also included in the package was an updated contingency plan, revised site plan, revised reclamation area operations plan, request for an alternative daily cover, and amendment of the franchise agreement with the City of High Point. The request and modifications have been forwarded to Tim Jewett for permit review.
4. Service area for the facility originally included Guilford County and portions of Davidson, Forsyth, and Randolph Counties as specified in the franchise agreement with the City of High Point. The service area was amended at the City Council meeting of May 3, 2004 to include all of Guilford, Davidson, Forsyth, and Randolph Counties.
5. The inspection of April 22, 2004 noted additional traffic signs were needed inside the facility to direct incoming vehicles. The additional signage has been put in place and is effective in directing traffic in the facility.
6. Reviewed Permit Conditions, Franchise Agreement, and Operation Plans, and the additions and modifications as noted in item 3 above.
7. The inspection of April 22, 2004 requested the contingency plans be revised to include additional information including phone numbers and contacts for possible clean-up and removals. The submitted contingency plans include the requested information.
8. Initial ground water and surface water monitoring conducted January, 2004, next monitoring event is scheduled for July, 2004. Monitoring wells observed to be locked, labeled, and are on concrete pads.
9. Reviewed operational records for the facility including tonnage reports, training records, load rejection records, and random inspection reports. Random inspections are being conducted in accordance with requirements, reports should be signed by the person conducting the inspections.
10. Observed landfill operations. Currently operating in the approved Cell A (approximately 5 acres) of the 12.5 acre Phase 1 site.
11. Windblown materials effectively controlled and collected.
12. Working face observed to be small, well controlled and compacted. Excellent soil cover from recent daily operations.
13. The inspection of April 22, 2004 noted additional soil cover should be placed over the areas of initial operation on the South border of the landfill. The requested soil cover has been applied.
14. A storm water drain in the lower South area of the landfill is used to drain storm water from the interior of the landfill. The storm water diversion device will be removed when landfill disposal operations preclude use of the drain. Care should be taken to prevent the possibility of leachate entering the storm water system.
15. Erosion control measures and sedimentation basins well maintained, no off-site erosion noted.
16. Roadways well maintained throughout the facility.

17. Observed reclamation pad (treatment and processing) operations.
18. Windblown materials effectively controlled by utilization of fences.
19. The inspection of April 22, 2004 noted the treatment and processing storage areas and operations should be as listed in the site plan. There were minor differences between Drawing # CP-09 and the operation of the facility. A modified site plan reflecting the actual operations has been submitted (item 3, above).
20. Also, during the inspection of April 22, 2004 compliance with several permit conditions was discussed. Specifically, Permit Condition # 22 " Construction waste placed on the reclamation pad shall be sorted and no waste shall remain on the pad after operating hours. Recyclable materials shall be placed in containers. Non-recyclable materials shall be placed in containers/trucks and disposed of in Phase 1 of the C&D Landfill at the end of the operating day"; Permit Condition # 25 " Waste shall not be placed on the reclamation pad during inclement weather, unless run-off control measures are installed"; and Permit Condition # 26: " Recycled materials, placed in containers, shall be removed from the site once the container is full." It is noted that there are some discrepancies between the approved operations plans, and the permit conditions. These permit conditions are discussed in the in the received response and operational procedure modifications (item 3, above).
21. Discussions were conducted concerning the possible use of alternative daily cover for the C&D Landfill. A request for approval of alternative daily cover for the facility was submitted (item 3, above).
22. Also discussed waste acceptance criteria. Only waste as described in Permit Condition #9 shall be accepted at the facility.

Please contact me if you have any questions or concerns regarding this audit report.

Hugh Jernigan _____ (signature) Phone: 336-771-4608 ext.206 .
*Regional Representative*

**Distribution: original signed copy to facility -- signed copy to compliance officer – e-mail or copy to super**

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CC: Mark Poindexter (attachments)
Brent Rockett
Tim Jewett (attachments)
Rebecca Cramer
WSRO Files (attachments

NCDENR
North Carolina Department of Environment and Natural Resources

# FACILITY COMPLIANCE AUDIT REPORT
## Division of Waste Management
## Solid Waste Section

**UNIT TYPE:** (check all that apply to this audit with same Permit number)

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lined MSWLF | | LCID | | YW | | Transfer | | Compost | | SLAS | | COUNTY: Guilford |
| Closed MSWLF | | HHW | | White goods | | Incin | | T&P | X | FIRM | | PERMIT NO.: 41-16 |
| CDLF | X | Tire T&P / Collection | | Tire Monofill | | Industrial Landfill | | DEMO | | SDTF | | FILE TYPE: COMPLIANCE |

Date of Audit: 04/14/05 Date of Last Audit: 05/21/04

**FACILITY NAME AND ADDRESS:**
MRR of High Point, LLC
5830 Riverdale Drive
Jamestown, N.C. 27282

**FACILITY CONTACT NAME AND PHONE NUMBER:**
Mike McFeeley, Site Manager
Office: 336-886-3560
Cell: 336-669-2086
Fax: 336-886-5707

**FACILITY CONTACT ADDRESS (IF DIFFERENT):**
Same

**AUDIT PARTICIPANTS:**
Mike McFeeley, MRR of High Point
Hugh Jernigan, N.C. Solid Waste Section

**STATUS OF PERMIT:**
Permit to Construct Reclamation Pad Issued: March 13, 2003
Permit to Construct Phase 1 Construction and Demolition Landfill Issued: May 14, 2003
Permit to Operate Phase 1 Cell A C&D Landfill and Reclamation Pad Issued: February 10, 2004
Permit Expiration Date: **February 10, 2009**

**PURPOSE OF AUDIT:**
Comprehensive Audit

**NOTICE OF VIOLATION(S) (citation and explanation):**
NONE

You are hereby advised that, pursuant to N.C.G.S. 130A-22, an administrative penalty of up to $5,000 per day may be assessed for each violation of the Solid Waste Statute or Regulations. If the violation(s) noted here continue, you may be subject to enforcement actions including penalties, injunction from operation of a solid waste management facility or a solid waste collection service and any such further relief as may be necessary to achieve compliance with the North Carolina Solid Waste Management Act and Rules.

**STATUS OF PAST NOTED VIOLATIONS (List all noted last audit):**
NONE

**OTHER COMMENTS /SUGGESTIONS:**

1. The facility consists of a Construction and Demolition Treatment and Processing Operation and a Construction and Demolition Landfill.
2. The facility began operations on February 15, 2004.
3. MRR of High Point, LLC was purchased by Waste Corporation of America, effective as of April 1, 2005. The Solid Waste Permitting Section has been in communication regarding the permitting of the site under the new name. The facility is to continue to operate under the current permit until the revised permit is issued.
4. The franchise agreement for the facility with the City of High Point has been revised for Waste Corporation of America and submitted to the Solid Waste Section.
5. A request for operational procedure modifications was submitted by MRR in May of 2004. The request included an updated contingency plan, revised site plan, revised reclamation area operations plan, request for an alternative daily cover, and amendment of the franchise agreement with the City of High Point. The request and modifications are under review with the Solid Waste permitting staff.
6. Service area for the facility originally included Guilford County and portions of Davidson, Forsyth, and Randolph Counties as specified in the franchise agreement with the City of High Point. The service area was amended at the City Council meeting of May 3, 2004 to include all of Guilford, Davidson, Forsyth, and Randolph Counties.
7. Reviewed Permit Conditions, Franchise Agreement, and Operation Plans, and the additions and modifications as noted in item 5 above.
8. Initial ground water and surface water monitoring conducted January, 2004. Reviewed the semiannual monitoring event records for January, 2005, the next monitoring event is scheduled for July, 2005. Monitoring wells were observed to be locked, labeled, and are on concrete pads.
9. Reviewed operational records for the facility including tonnage reports, training records, load rejection records, and random inspection reports. The facility received 9,475.5 tons of waste for the month of March, 2005. During the same time period 630.5 tons of materials reclaimed by the treatment and processing operation were removed from the facility. Random inspections from the landfill and treatment and processing operations are being conducted in accordance with requirements. There was some difficulty in locating all previous random inspection records, these records should be maintained in files at the site.
10. Observed Construction and Demolition landfill operations.
11. Windblown materials effectively controlled and collected. Active collection of windblown materials was being conducted during the inspection.
12. Working face observed to be small, well controlled and well compacted. Excellent soil cover from recent daily operations.
13. A storm water drain in the lower South area of the landfill is used to drain storm water from the interior of the landfill. The storm water diversion device will be removed when landfill disposal operations preclude use of the drain. Care should be taken to prevent the possibility of leachate entering the storm water system.
14. Erosion control measures and sedimentation basins well maintained, no off-site erosion noted.
15. Roadways well maintained throughout the facility.
16. Observed reclamation pad (treatment and processing) operations.
17. The picking line was in operation during the inspection, reclaimed materials being sorted to stockpiles.
18. Windblown materials effectively controlled by utilization of fences.

19. Discussed waste acceptance criteria. **Only waste as described in Permit Condition #9 shall be accepted at the facility.** An e-mail dated Monday April 11, 2005 from Jim Barber of the Solid Waste Permitting Section to Chris Roof (see attached e-mail) gave approval for receipt of clean wood (typically pallets and wood scrap), cardboard, and metals from the High Point Furniture Market. All other non-construction and demolition derived waste materials received at the facility must be separated and disposed at an approved Municipal Solid Waste Landfill.

Please contact me if you have any questions or concerns regarding this audit report.

Hugh Jernigan Phone: 336-771-4608 ext. 385
*Regional Representative*

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CC: Mark Poindexter (attachment)
Brent Rockett (attachment)
Tim Jewett (attachment)
Geof Little (attachment)
WSRO Files (attachment

**Subject:** RE: WCA Purchase of MRR Southern, LLC.
**From:** Jim.Barber@ncmail.net
**Date:** Mon, 11 Apr 2005 10:34:41 -0400
**To:** "Chris Roof" <CTRoof@DHGC.com>
**CC:** ed.mussler@ncmail.net

Chris;
Thanks for taking time to drop off the new permit documents last friday concerning the purchase of the existing facilities by WCA. The Section will follow-up our meeting with a letter addressing the process by which WCA will operate by until the permits are re-issued upon completing the permitting process.

With regards to the old MRR of High Point, LLC receiving clean wood (typically pallets and wood scrap), cardboard (OCC) and metal (typically strap/strapping from funiture shipment)from the High Point Furniture and Manufacturers show; the Section approves of the receipt of these materials at the MRR of High Point recycling center and not for disposal in the C&D landfill. The materials received shall be recycled consistent with the approved operations plan for the recycling facility and the materials can arrived at the MRR facility in a container together, but only the three materials described. Other waste materials generated by the furniture show shall be placed in seperate containers and disposed of at the High Point MSW landfill, City of Greensboro MSW landfill or taken to a permitted MSW transfer station or direct hauled to a MSW landfill. This approval only addresses those materials generated by the High Point furniture show and other sources of non-C&D derived materials shall be evaluated and a request submitted to the Solid Waste Section for approval and receipt at the MRR of High Point recycling facility.

jim barber

> -- Original Message --
> Subject: WCA Purchase of MRR Southern, LLC.
> Date: Fri, 1 Apr 2005 15:39:50 -0500
> From: "Chris Roof" <CTRoof@DHGC.com>
> To: <jim.barber@ncmail.net>
> Cc: <emenger@wcamerica.com>, "Dan Moore" <danmoore@triad.rr.com>
>
> Jim,
> As of approximately 1:30 pm today, April 1, 2005 the purchase agreement

we

> previously spoke of between WCA and MRR was finalized.
>
> WCA completed their acquisition of the following MRR Southern assests:
>
> - Material Reclamation, LLC.
> - Material Recovery, LLC.
> - MRR Wake Transfer Station, LLC.
> - MRR of High Point, LLC.
>
> As discussed WCA will be providing revised permit documents and operations plans for these facilities to include the new facility names, specific ownership, and owner contacts to the Solid Waste Section, you should be in receipt

of

> these documents by the first of the week.
>
> Should you require further information or have any questions with respect to this purchase please feel free to contact me.
>
> Chris

# FACILITY COMPLIANCE AUDIT REPORT
## Division of Waste Management
## Solid Waste Section

NCDENR
North Carolina Department of Environment and Natural Resources

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| Closed MSWLF | | HHW | | White goods | | Incin | | T&P | X | FIRM | |
| CDLF | X | Tire T&P / Collection | | Tire Monofill | | Industrial Landfill | | DEMO | | SDTF | |

COUNTY: Guilford
PERMIT NO.: 41-16
FILE TYPE: COMPLIANCE

Date of Audit: 09/21/05 Date of Last Audit: 04/14/05

**FACILITY NAME AND ADDRESS**:
WCA of High Point, LLC
5830 Riverdale Drive

Jamestown, N.C. 27282

**FACILITY CONTACT NAME AND PHONE NUMBER:**
Mike McFeeley, Site Manager
Office: 336-886-3560
Cell: 336-669-2086
Fax: 336-886-5707

**FACILITY CONTACT ADDRESS (IF DIFFERENT):**
Same

**AUDIT PARTICIPANTS:**
Joe Richardson, WCA of High Point
Angela Smith, WCA of High Point
Hugh Jernigan, N.C. Solid Waste Section

**STATUS OF PERMIT:**
Permit to Construct Reclamation Pad Issued: March 13, 2003
Permit to Construct Phase 1 Construction and Demolition Landfill Issued: May 14, 2003
Permit to Operate Phase 1 Cell A C&D Landfill and Reclamation Pad Issued: February 10, 2004
Permit Modification, Operational Plans, Service Area Change, Cells 2&3 C&D Landfill: December 9, 2004
Permit Expiration Date: **February 10, 2009**

**PURPOSE OF AUDIT:**
Comprehensive Audit

**NOTICE OF VIOLATION(S) (citation and explanation):**
NONE

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4. Service area for the facility originally included Guilford County and portions of Davidson, Forsyth, and Randolph Counties as specified in the franchise agreement with the City of High Point. The service area was amended at the City Council meeting of May 3, 2004 to include all of Guilford, Davidson, Forsyth, and Randolph Counties.
5. Reviewed Permit Conditions, Franchise Agreement, and Operation Plans, and the additions and modifications as noted in item 4 above.
6. Reviewed the semiannual monitoring event records, the next monitoring event is scheduled for January, 2006. Monitoring wells observed to be locked, labeled, and are on concrete pads.
7. Reviewed operational records for the facility including tonnage reports (incoming and outgoing materials from the reclamation operations), training records, load rejection records, and random inspection reports. The facility receives approximately 350 tons of waste per day. Random inspections from the landfill and treatment and processing operations are being conducted in accordance with requirements.
8. Observed Construction and Demolition landfill operations.
9. Windblown materials effectively controlled and collected. Collection of windblown materials is conducted daily.
10. Working face observed to be small, well controlled, and well compacted. Excellent soil cover from recent daily operations.
11. Erosion control measures and sedimentation basins well maintained, no off-site erosion noted.
12. Roadways well maintained throughout the facility.
13. Observed reclamation pad (treatment and processing) operations.
14. The picking line was in operation during the inspection, reclaimed materials being sorted to stockpiles.
15. Large amount of wood pallets, and wood products stockpiled for grinding operations.
16. Windblown materials effectively controlled by utilization of fences, no fugitive dust problems observed.

Please contact me if you have any questions or concerns regarding this audit report.

Hugh Jernigan Phone: 336-771-4608 ext. 385
*Regional Representative*

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CC: Mark Poindexter
Brent Rockett
Geof Little
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