



February 9, 2009

Revised: 9/30/09

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

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

Re: **Request for New Permit**

Dear Dept. of Waste Management:

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

Sincerely,

Will Barker
Finance Manager
Millridge Companies
919-556-5418



**Request for New Permit
C&D Transfer Station**

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

Table of Contents

- Section 1** - General Information
- Section 2** - Property Information and Maps
- Section 3** - Operation Plan
- Section 4** - Sedimentation and Erosion Control Plan
- Section 5** - Financial Assurance
- Section 6** - Traffic Study
- Section 7** - Signature Pages
- Section 8** - Engineering Drawings

Attachments

- A – Map / Engineered Drawings
- B – Property Deed of Trust
- C – Wetland Delineation / Topo Quadrangle map
- D – Official Zoning Letter
- E – Army Corp of Engineers Letter
- F – Lease Agreement between Landowner and ORC
- G – Applicant Signature Page
- H – Landowner Authorization Form
- I – Letter from Youngsville Fire Department
- J – DOT Driveway Permit
- K – FEMA Floodplains map
- L – Approved Site Plan for Original LCID Facility

Section 1 – General Information

1. The name of the current facility that is requesting the new Permit is Organic Recycling Center, LLC located at 2095 US 1 Hwy. Franklinton, NC 27525. The proposed name of the new facility will remain the same as the old name: Organic Recycling Center, LLC.
2. The individual making the application who is also the contact person is:
Will Barker
818 South White Street
Wake Forest, NC 27587
919-556-5418
wtb@millridgeco.com
3. The contract operator and alternate contact person is:
James M. Adams, Jr.
818 South White Street
Wake Forest, NC 27587
919-556-5418
jma@millridgeco.com
4. The landowner of the facility's physical location is:
Organic Partners, LLC
818 South White Street
Wake Forest, NC 27587
919-556-5418
5. The engineer for the site and facility is:
Jim Chandler, PE
309 S. Fuquay Avenue
Fuquay-Varina, NC 27526
919-552-4845
jjl@millridgeco.com
6. The contact person to receive permit fee invoices and annual fee invoices is:
Will Barker
818 South White Street
Wake Forest, NC 27587
919-556-5418
wtb@millridgeco.com

Section 2 - Property Information and Maps

7. The location of the Facility is 2095 US 1 Hwy Franklinton, NC 27585. The facility is currently operating as a Treatment and Processing Permitted Facility under permit No. 35-03TP. A map identifying boundaries of the site is included as **Attachment A**.
8. The total acreage of the property is 71.530. The size of the area intended to be permitted for the C&D Transfer Station is approximately 28 acres
9. The Legal description of the property 2095 US 1 Hwy. Franklinton, NC 27585 is shown as Exhibit A attached to the Land Deed. For a current land deed see **Attachment B**. For a current plat of the property see **Attachment C**.
10. **Attachment C** is a copy of the USGS topographic quadrangle map of the area. On the map is also the approximate area of the transfer area.
11. **Attachment D** is a letter regarding the official zoning of the site
12. The property is not in a flood Zone. See **Attachment K**, the FEMA Flood Insurance floodplains map for the area.
13. **Attachment E** is a letter from the Army Corps of Engineers that addresses the wetlands determination of the property.

Section 3 – Operation Plan

14. The types of wastes to be accepted are C&D Material which includes: brick, block, rock, uncontaminated soil, treated (only to be sorted and transferred to an acceptable location. Treated wood shall not be combined or processed with untreated wood) and untreated wood, other construction and demolition debris-all accepted materials shall meet the definition of C&D wastes given in Rule 15A NCAC 13B .0532. Under no circumstance will asbestos containing materials (ACM's) be accepted. The transfer station will accept only construction and demolition (C&D) wastes, as defined by North Carolina Solid Waste Rules. All incoming demolition wastes (i.e., major demolition projects) shall be subject to verification of the North Carolina Health Hazards Unit (NCHHU) accreditation number to verify that the job was surveyed for ACM's.
15. An estimate of the tons per day to be handled by the Transfer Station/ Recycling operation would be a maximum of 500 tons per day.
16. The service area of the facility will include the following counties: Wake, Granville, Franklin and Orange. The expansion of our service area is inevitable as a part of facility growth and other counties will be included at a future date.
17. The specific disposal facilities where the waste will be transferred are explained in the following list. The waste that cannot be recycled will be hauled to WCA on Brownfield Rd. in Raleigh, NC. The Recyclables will be transferred as follows:
 - Cardboard – Recycle America Alliance – 1815 Capital Blvd.
 - Metal – TT&E Iron and Metal – 1529 West Garner Rd.
 - Concrete and Asphalt – Select material will be ground on site and used for maintaining our driveway and the remaining unused material will be taken to Sunrock 8520 Barefoot Industrial.
 - Untreated wood – Will grind and use as mulch and dispose of the remaining in our permitted Treatment and Processing areas or taken to other various end users.
 - Reusable or Salvageable Building Materials – Taken to Habitat Reuse Center – 5115 New Bern Ave.
 - Wood Pallets – Wake County Multi Material – 9004 Deponie Dr.

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

18. A description of the Equipment used at the facility is as follows: 2 Beast 3680 Grinders, 2 Excavators, 1 CAT IT Machine, 1 Bulldozer and 1 Screener. The facility also has access to any other necessary heavy machinery to facilitate the completion of necessary jobs on the property. The facility will also have a scale house with an attached scale system with capacity to weighing all size tractor trailers and dump trucks. The proposed scale system is an Avery Weightronics 100ton system with dimensions of 11' x 100'. The tipping area is designed to be a concrete pad

approximately 200' x 200' for sorting and separating all dumped material. This concrete pad is designed to be covered for the purpose of keeping materials out of the elements at all times.

19. The site security and access control will be handled in the following manner. The site is secured with a lockable gate. At the gate signage will show emergency contact phone numbers should there be an emergency as well as hours of operation. Haulers and employees enter with an authorized sticker that will be on the driver side door or on driver side hood area. There is also video surveillance at the gate for added protection and monitoring of activity. There is a scale house attendant that checks the haulers stickers and gives them authorization to enter the facility. The access roads to the dumping area are well graded and maintained with crushed rock and concrete material providing an excellent all weather access road. The hours of operation are Mon – Fri , 7:00am to 4:30 and potentially Saturdays depending on demand during spring and summer months. When applicable the weekend hours are 7:00am to 12:00pm.
20. A description of the signs to be posted at the entrance and within the site to direct traffic is as follows.:
 - 1) A sign clearly stating that “No asbestos containing material is accepted at this location”
 - 2) A sign stating that; “Demolition materials will only be accepted when accompanied by a certification from a State accredited asbestos inspector stating that the material does not contain any asbestos”
 - 3) A sign stating the specific types of material that are accepted and not accepted

The signage will start at the road near the scale house and clearly indicating , the hours of operation, transfer station name, permit no., phone no. of the facility, emergency contact phone numbers, materials not accepted, and penalty for non-compliance with any of the above guidelines. Additional signage will direct all traffic to the tipping area on the concrete pad sorting station.

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

General Laborers – duties include hand sorting recyclables and transferring materials to appropriate individual containers, cleanup of litter, and maintaining a clean site and dump area.

22. The following is a description of the operation of a truck upon arriving at the site until it leaves. A truck pulls up to the weigh station, the scale house attendant verifies the truck is an authorized hauler by the sticker on the truck and the truck is then weighed and given a ticket to enter the facility. The truck then follows the signs to the tipping area and off loads debris on the concrete sorting pad. The laborers then sort through the debris for recyclables such as cardboard, metal, wood, etc. All of the recyclables are then put into individual 20 yard containers on site that at all times are covered either individually and/or are located under the covered structure. Using the appropriate equipment the untreated wood material is transferred to our onsite permitted treatment and processing areas at the facility. The remaining trash that cannot be recycled is then loaded into dump trucks or tractor trailers to be taken to the WCA or another comparable qualified landfill to be properly disposed of. When hauling material off site the hauler will pass through the weigh station so the attendant can verify the hauler as an approved hauler, then the hauler picks up the appropriate container, covers the container and then exits the facility.
23. The method for screening loads for unacceptable waste is as follows: All loads that can be feasibly visually screened will be done so by the scale house attendant prior to a truck entering the facility. From that point all loads will be thoroughly screened as a result of the nature of the transfer station itself. As a part of the daily operations of the facility each load will be sorted by facility operators and by default will have screened 100% of each load.
24. All tipping, sorting and storing of materials will be done under a covered structure at all times. If at any time it is not realistic to have a container of stored material under the covered structure, the container itself will be individually covered. The process for accepting, sorting/processing, and storing each type of recyclable is as follows:
Untreated wood – the material will be moved to the permitted treatment and processing areas of the facility to be process through the grinders on site and stored in our permitted treatment and processing area or loaded in a tractor trailer to be taken to Progress Energy.
Metal, cardboard, pallets and all other accepted material – will be sorted and stored in 20 yard containers onsite. Once a single container is filled the in house container company, owned and operated as a division of Organic Recycling Center, LLC, will haul the container to the proper facility to dispose of the recyclable material. There should never be debris remaining on site for long periods of time because the in house hauling company will constantly be hauling all necessary materials to appropriate sites.
 - (a) The maximum amount of material that would be onsite at any given point should be no more than two 20 yard containers of each particular material.
 - (b) At all times material is stored on site there will be clear perimeter access to the facility for fire access.
25. The part of the operation that will process waste is our permitted treatment and processing areas with the use of wood grinders. The wood is sent through grinders that magnetically pull out all metal and creates quality mulch out of untreated wood debris. The finished product is then placed in an approved holding area for onsite sales or in to a 20yd container to be hauled to customers.

26. The following is a description for handling waste loads that contain unacceptable waste. Although, unacceptable waste is strictly prohibited indicated by signage throughout the site and is visually screened by the scale house attendant prior to entering the facility, if the situation should arise that unacceptable waste has to be dealt with it will be handled in the following manner. Haulers who chose to bring in such waste who are caught before dumping will be fined and asked to leave the property. In the event that a hauler successfully dumps and is caught in the process, all trash will be loaded into the truck and the hauler will be sent away and fined. In the event that a hauler successfully dumps and we do not know who has dumped the prohibited trash, the prohibited trash will be separated and put into an empty 20 yard container and hauled to a facility that accepts whatever was dumped. The occurrences of unacceptable material being dumped should be minimal to nonexistent because of the number of employees on site monitoring what is being hauled into the facility. In the event that prohibited waste is discovered it will be removed immediately from the premises or at most within 5 business days.
27. The plan for operation of the facility in wet weather is as follows. Sorting of material will only be performed in dry weather conditions or under the covered section of the pad. The tipping and sorting areas of the sorting pad will be covered allowing for a dry area to sort C&D materials properly, no sorting will be done outside of the covered area in wet weather. Materials that have been sorted will remain under the covered portion and/or they will be individually covered preventing contact from any rain water. In order to control surface water run-on the site will be graded in such a way that will divert rain water from washing across the sorting area. Run-off will be controlled using the erosion control and runoff management methods prescribed in the erosion control plans.
28. A description of collection, storage, and disposal of Leachate, wash water, and contaminated rainfall runoff is as follows. Leachate should never be an issue here at this site because solid municipal waste is not accepted at this facility and the materials we do accept will be in covered containers and or under a covered portion of the transfer station pad preventing any materials from being in contact with rain water. Again contaminated rainwater runoff should not be an issue either because the materials that are to be hauled off are themselves in covered containers. Plans for this transfer station are to include a portion of the sorting area to be covered which will prevent materials from generating contaminated runoff.
29. The Plan for maintaining the facility in a sanitary condition will be handled in the following manners.
- Noise** – the facility is located in a geographic area where it is completely buffered through vegetation and vacant land from what could be considered noise pollution to surrounding neighbors.
- Vectors and Odors** – Although no municipal waste is accepted, actions will be taken daily to control odors and disease vectors. Those actions include but are not limited to immediate removal of materials, sweeping of sorting area, and the covering of any partial loads that could be problematic.
- Among the responsibilities of an employee of the facility it is mandated that a sanitary condition of the facility is achieved and maintained at all times.
30. Litter generated on our property will be controlled through laborers that are on site and through the use of tree protection fences. The laborers will also maintain the tree protection fencing and ensure daily that all litter is cleaned up and handled properly. Dust on the property

will be controlled using a water truck as needed but never on the sorting pad. Dust will also be controlled through the placement of new crushed rock material as a part of renewing /maintaining the all weather road system.

31. Handling special waste will be dealt with in the following manner described here within. Materials such as waste tires and white goods will not be accepted but upon the event that tires and white goods are discovered, they will be placed into appropriate 20 yard containers, covered from the rain and promptly taken to the approved facility. The same process is true for any furniture or other unacceptable materials that are discovered. Yard waste such as trees, limbs, etc. shall be handled by the existing permitted treatment and processing part of the facility.
32. Fire prevention is achieved in the following manner. Water is available at the station and may be used to control a fire. Two CO₂ fire extinguishers will also be available to help aid in the containment of a fire. In the event that a fire occurs in which we cannot contain we will call the local fire department and as safely as possible move the other debris from reach of the fire and evacuate the site as needed. Fire prevention is actively practiced through good housekeeping and training of all employees. See attached letter from fire department indicating the ability to handle all incidents of fire at the facility. Notification of fires shall also be in accordance with the final permit.
33. Record keeping for the facility is to be done in the following manner. The majority of the recordkeeping will be done on site by the scale house attendant and remaining records will be kept by an accounting manager in the main office. The scale house attendant will give dump records to the main office that track from which counties debris was hauled. The main office accounting manager will then be responsible for receiving monies and tickets from the vendors as well as paying and receiving bills. The personnel training will be done by the facility manager and the employees will be given a manual and given a training session. There will also be a copy on the wall in the scale house of the operations plan, the permit, and drawing of the site.
34. Contingency plans for certain situations are as follows:
 - Equipment Breakdowns** – there is an onsite mechanic whose job among several of his responsibilities is to maintain and repair all equipment. However, to eliminate delays in operations, equipment breakdowns that cannot be immediately repaired shall be temporarily replaced with rental equipment.
 - Spills** – in the event that there is a spill we will follow necessary procedures according to the type of spill to contain and clean up as necessary.
 - Noise** – this should never be an issue when considering the location of the facility. We are situated between vacant land and a concrete plant. In the event noise should ever become an issue the necessary measures will be taken to aid in noise reduction.
 - Odor** – there should never be a significant odor from the station considering it is C&D material and municipal material is strictly prohibited in the facility.
 - Long term power outage** – in the event of a long term power outage the facility will close its doors until power is restored allowing for normal operations.
 - Extreme weather events** – if and when extreme weather is experienced the facility will shut down until conditions improve allowing for normal operations to occur.

35.

Section 4 – Sedimentation and Erosion Control Plan

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

Section 5 – Financial Assurance

36. The following is a best guess estimate of the cost to hire a third party to remove, cleanup, haul and dispose of five days of volume of incoming waste plus the maximum amount to materials that is planned to be stored on site.
- a) Incoming waste per day is estimated to be a maximum of 500 tons
 - b) Five days worth of the estimated maximum amount of incoming waste is 2500 tons.
 - c) Onsite storage capacity should not ever exceed 2500 tons and will most likely be a negligible quantity (see Sect. 3 #23)
 - d) Cost to haul off waste @ \$100/hr per 8 ton truck, 5 loads per day per truck, for 4 trucks, for approximately 15.75 days is estimated to be \$50,400
 - e) Cost of labor to sort and load waste is as follows:
 - i. Loading cost of material @ \$50/hr \$12,600
 - ii. Hired help cost @ \$10/hr is \$2,520
 - f) The Grand Total for removal by a third party would be a maximum of \$65,520

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

Section 6 – Traffic Study

37. Documentation as required by N.C. G.S. 130A-295.5. is to be satisfied by the following. It has been determined by DOT that it is not necessary for a Traffic Study to be conducted for this site. Instead it has been the recommendation and requirement of DOT, based upon an analysis of DOT and taking into consideration all line items in N.C. G.S. 130A-295.5. Subsection (a), that Organic Recycling Center, LLC is to construct a turn lane at the driveway of the facility located on Hwy US 1 South (Capital Blvd). The turn lane has to be completed in order to satisfy the traffic impact requirements determined by DOT of an active C&D transfer station. Engineered drawings, permit fees, and all other required documentation have been sent to and approved by DOT for the proposed Turn Lane that is to be constructed. **Attachment J** is a copy of the Driveway permit issued by DOT which allows the construction of the approved turn lane that will satisfy the traffic impact requirements determined by DOT.

Section 7 – Signature Pages

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

Section 8 – Engineering Drawings

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

Attachment A

Map / Engineered Drawings



DATE	COMMENTS

Organic Recycling Center
 (Previously PIP Landfill)
Organic Partners, LLC
 Franklin County, North Carolina

REVIEWED BY:	JFC
DESIGNED BY:	CE
DRAWN BY:	TSG
DATE:	8/25/09
PROJECT NUMBER:	09-018
PIN:	1854-13-7682
TOWNSHIP:	YOUNGSVILLE

EROSION AND SEDIMENTATION CONTROL PLAN

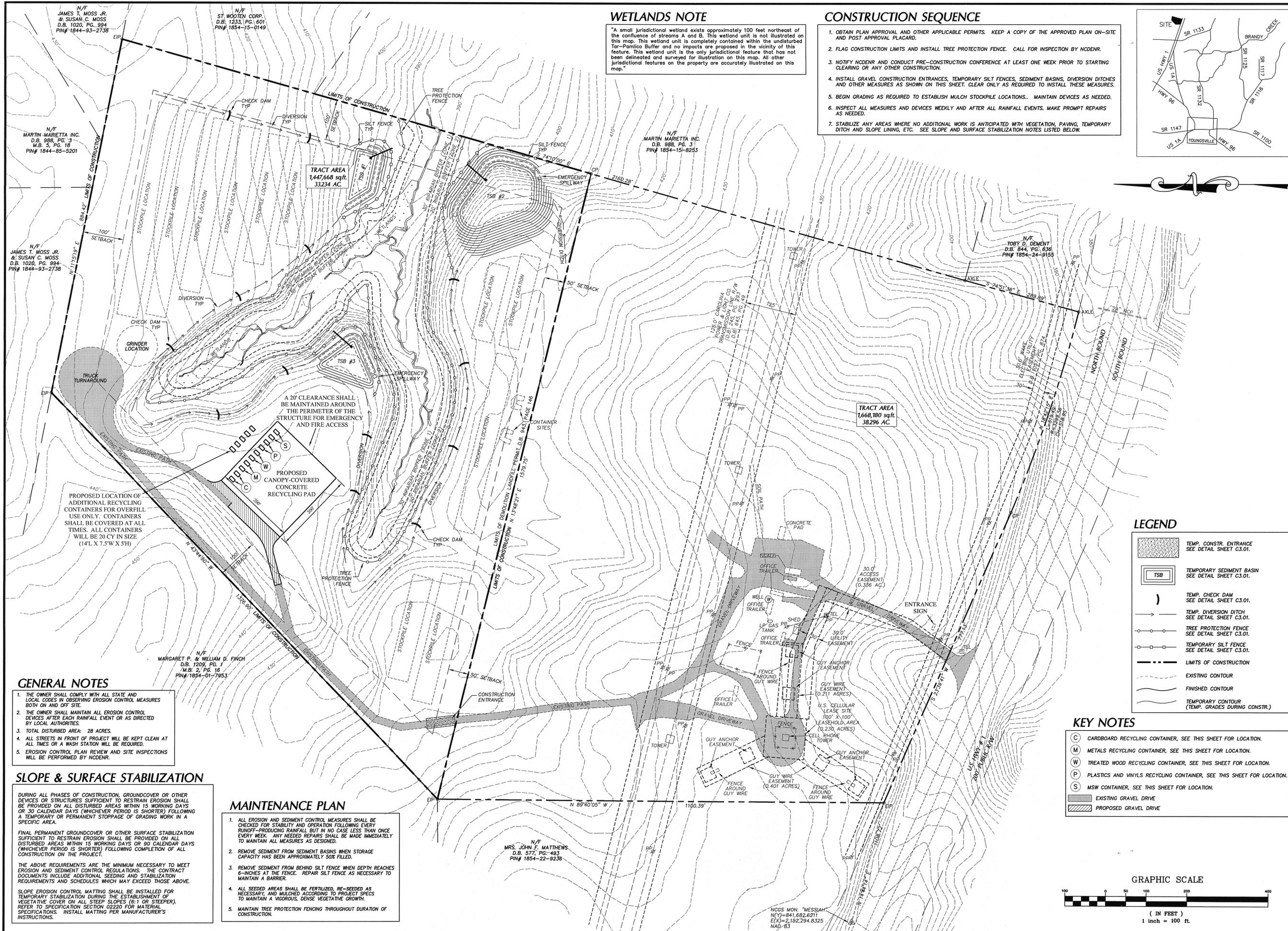
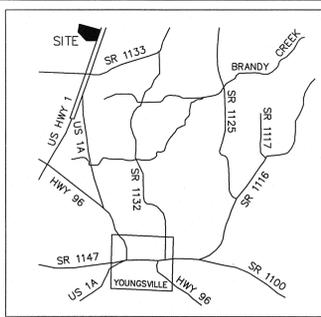
C1.01

AUGUST 2009

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

WETLANDS NOTE

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



LEGEND

- TEMP. CONSTR. ENTRANCE SEE DETAIL SHEET C3.01.
- TEMPORARY SEDIMENT BASIN SEE DETAIL SHEET C3.01.
- TEMP. CHECK DAM SEE DETAIL SHEET C3.01.
- TEMP. DIVERSION DITCH SEE DETAIL SHEET C3.01.
- TREE PROTECTION FENCE SEE DETAIL SHEET C3.01.
- TEMPORARY SILT FENCE SEE DETAIL SHEET C3.01.
- LIMITS OF CONSTRUCTION
- EXISTING CONTOUR
- FINISHED CONTOUR
- TEMPORARY CONTOUR (TEMP. GRADES DURING CONSTR.)

KEY NOTES

- CARDBOARD RECYCLING CONTAINER, SEE THIS SHEET FOR LOCATION.
- METALS RECYCLING CONTAINER, SEE THIS SHEET FOR LOCATION.
- TREATED WOOD RECYCLING CONTAINER, SEE THIS SHEET FOR LOCATION.
- PLASTICS AND VINYL RECYCLING CONTAINER, SEE THIS SHEET FOR LOCATION.
- MSW CONTAINER, SEE THIS SHEET FOR LOCATION.
- EXISTING GRAVEL DRIVE
- PROPOSED GRAVEL DRIVE

GENERAL NOTES

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

SLOPE & SURFACE STABILIZATION

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

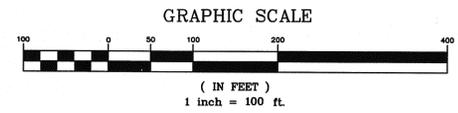
FINAL PERMANENT GROUND COVER OR OTHER SURFACE STABILIZATION SUFFICIENT TO RESTRAIN EROSION SHALL BE PROVIDED ON ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER PERIOD IS SHORTER) FOLLOWING COMPLETION OF ALL CONSTRUCTION ON THE PROJECT.

THE ABOVE REQUIREMENTS ARE THE MINIMUM NECESSARY TO MEET EROSION AND SEDIMENT CONTROL REGULATIONS. THE CONTRACT DOCUMENTS INCLUDE ADDITIONAL SEEDING AND STABILIZATION REQUIREMENTS AND SCHEDULES WHICH MAY EXCEED THOSE ABOVE.

SLOPE EROSION CONTROL MATTING SHALL BE INSTALLED FOR TEMPORARY STABILIZATION DURING THE ESTABLISHMENT OF VEGETATIVE COVER ON ALL STEEP SLOPES (8:1 OR STEEPER). REFER TO SPECIFICATION SECTION 02220 FOR MATERIAL SPECIFICATIONS. INSTALL MATTING PER MANUFACTURER'S INSTRUCTIONS.

MAINTENANCE PLAN

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN ALL MEASURES AS DESIGNED.
- REMOVE SEDIMENT FROM SEDIMENT BASINS WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED.
- REMOVE SEDIMENT FROM BEHIND SILT FENCE WHEN DEPTH REACHES 6-INCHES AT THE FENCE. REPAIR SILT FENCE AS NECESSARY TO MAINTAIN A BARRIER.
- ALL SEEDED AREAS SHALL BE FERTILIZED, RE-SEED AS NECESSARY, AND MULCHED ACCORDING TO PROJECT SPECS TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE GROWTH.
- MAINTAIN TREE PROTECTION FENCING THROUGHOUT DURATION OF CONSTRUCTION.



Attachment B

Property Deed of Trust

REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

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

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

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

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

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

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

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

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

The property is located in FRANKLIN at 2095 US 1 HWY
(County)
FRANKLINTON, North Carolina 275870000
(Address) (City) (ZIP Code)

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

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

- 4. SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt):
 Note Dated AUGUST 05, 2005..... In The Amount Of \$2,250,000.00.....
 WITH A MATURITY DATE OF 08/05/15.....
 Said Loan In The Name(s) Of ORGANIC PARTNERS, LLC.....

 (e.g., borrower's name, note amount, note date, interest rate, maturity date)
 - B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed within fifteen years after the date of this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt. This Deed of Trust is intended to comply with the provisions of Article 7, Chapter 45 NCGS.
 - C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
 - E. Grantor's performance under the terms of any instrument evidencing a debt by Grantor to Lender and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Grantor, each Grantor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. This Deed of Trust will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Lender fails to give any required notice of the right of rescission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. DEFAULT. Grantor will be in default if any of the following occur:

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

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

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

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

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

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

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

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Grantor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

- D. Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Deed of Trust and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Lender's rights under this Deed of Trust.
- L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Grantor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Grantor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Deed of Trust.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
- Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.
- Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

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

- 22. NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Grantor warrants that all financial statements and information Grantor provides to Lender are, or will be, accurate, correct, and complete. Grantor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Deed of Trust and Lender's lien status on the Property. If Grantor fails to do so, Lender may sign, deliver, and file such documents or certificates in Grantor's name and Grantor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.
- 24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Deed of Trust are joint and individual. If Grantor signs this Deed of Trust but does not sign the Evidence of Debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. Grantor agrees that Lender and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or the Evidence of Debt without Grantor's consent. Such a change will not release Grantor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Grantor and Lender.
If this Deed of Trust secures a guaranty between Lender and Grantor and does not directly secure the obligation which is guarantied, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.
- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Deed of Trust is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.
- 26. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.
- 27. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Deed of Trust, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 28. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Deed of Trust:
- Construction Loan.** This Deed of Trust secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
 - Crops; Timber; Minerals; Rents, Issues, and Profits.** Grantor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - Filing As Financing Statement.** Grantor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.
- 29. OTHER TERMS.** If checked, the following are applicable to this Deed of Trust:
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Deed of Trust will remain in effect until released.
 - Additional Terms.**
 -
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SIGNATURES: By signing below under Seal, Grantor agrees to the terms and covenants contained in this Deed of Trust and in any in any attachments that Grantor has signed. Grantor also acknowledges receipt of a copy of this Deed of Trust on the date stated above on Page 1.
 Actual authority was granted to the parties signing below by resolution signed and dated FEBRUARY 24, 2005

Entity Name: ORGANIC PARTNERS, LLC.....

Entity Name:

James M. Adams, Sr. 8.5.05
..... (Seal)
(Signature) (Date)
JAMES M. ADAMS, SR., MANAGER

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

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

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

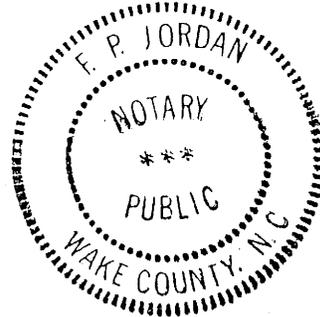
I, F P JORDAN, a Notary Public for said County and State, do hereby certify James M. Adams, Sr., Manager of ORGANIC PARTNERS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

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

F P Jordan

Notary Public

My commission expires: March 29, 2006



156

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

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

Attachment C

Wetland Delineation / Topo Quadrangle Map

FEATURE '1'			
101	844451.0183	2151451.3996	"BEGINA1"
104	844441.4819	2151451.1783	"A3"
107	844433.2573	2151457.4595	"A5"
113	844412.2061	2151460.8410	"A7"
117	844406.7980	2151476.2068	"A9"
119	844394.6051	2151483.0866	"A11"
122	844385.1224	2151479.1650	"A13"
130	844369.2512	2151474.7728	"A15"
133	844360.5595	2151468.5607	"A17"
136	844349.1657	2151466.6889	"A19"
140	844344.7022	2151461.0282	"A21"
142	844332.5781	2151460.0401	"A23"
144	844325.3453	2151452.7428	"A25"
147	844304.4763	2151443.4025	"A27"
152	844283.9189	2151434.9294	"A29"
155	844273.7733	2151428.8949	"A31"
160	844257.4009	2151427.2657	"A33"
163	844248.6798	2151420.0651	"A35"
166	844228.1709	2151415.2067	"A37"
168	844219.5234	2151411.0875	"A39"
170	844211.5744	2151413.2578	"A41"
173	844192.0071	2151415.0085	"A43"
177	844181.5345	2151405.8681	"A45"
174	844179.2985	2151399.6038	"A47"
182	844168.7615	2151397.4140	"A49"
184	844163.2523	2151400.7593	"A51"
188	844152.6409	2151398.8610	"A53"
189	844151.9796	2151393.2906	"A55"
194	844158.3370	2151372.2010	"A57"
197	844147.5858	2151362.8624	"A59"
199	844139.7355	2151355.2226	"A61TTB2"
234	844134.9484	2151356.7382	"A63TTB1"
237	844127.9000	2151355.9733	"A65"
245	844116.1198	2151325.1528	"A67"
248	844105.6218	2151319.0513	"A69"
251	844101.4872	2151314.2352	"A71"
749	844094.5425	2151309.7414	"A73"
256	844089.6420	2151300.9217	"A75"
260	844086.0162	2151292.0517	"A77"
263	844088.6392	2151283.2215	"A79"
265	844088.7997	2151276.9325	"A81"
266	844082.6108	2151268.0561	"A83"
268	844081.0045	2151259.8973	"A85"
274	844068.4134	2151253.9996	"A87"
278	844059.1084	2151248.2921	"A89"
276	844049.3121	2151236.2365	"A91"
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285	844047.1590	2151210.9364	"A95"
288	844033.0708	2151197.9671	"A97TTA108"
290	844036.3878	2151196.5751	"A108TTA97"
286	844047.0859	2151206.5801	"A106"
283	844051.7921	2151216.0504	"A104TCB"
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272	844076.2201	2151252.8647	"A98"
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266	844091.4037	2151274.1032	"A92"
264	844091.4275	2151282.4971	"A90"
261	844090.0546	2151293.1490	"A88"
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747	844096.1969	2151307.6026	"A84"
253	844099.2467	2151310.4330	"A82"
249	844107.5490	2151315.4706	"A80"
246	844111.0295	2151316.3823	"A78"
243	844120.1448	2151322.7978	"A76"
241	844122.6846	2151333.2253	"A74"
240	844128.3938	2151344.1973	"A72"
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236	844135.1920	2151351.7359	"A68"
200	844141.4723	2151351.7672	"A66"
196	844152.3074	2151362.1278	"A64"
193	844163.3619	2151371.9928	"A62"
191	844160.5300	2151387.4520	"A60"
186	844156.5780	2151396.5097	"A58"
180	844171.9471	2151393.4732	"A56"
175	844181.2821	2151396.9429	"A54"
171	844191.6283	2151411.9515	"A52"
170	844212.8937	2151406.7483	"A50"
167	844217.0843	2151406.6035	"A48"
164	844233.6493	2151413.3870	"A46"
161	844249.4332	2151416.0657	"A44"
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157	844274.8604	2151425.4865	"A40TTC1"
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149	844305.7530	2151440.6509	"A36"
145	844326.9013	2151449.1621	"A34"
143	844333.5078	2151454.8788	"A32"
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137	844351.6103	2151462.7776	"A28"
134	844361.1056	2151464.3302	"A26"
131	844371.5404	2151472.6078	"A24"
128	844384.6407	2151475.4673	"A22"
127	844393.3787	2151479.3891	"A20"
124	844400.9887	2151477.5236	"A18"
118	844403.6892	2151475.0901	"A16"
746	844411.6414	2151458.3215	"A14"

FEATURE '1' (CONT.)			
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111	844426.5020	2151455.9083	"A10"
110	844432.5708	2151453.4022	"A8"
109	844438.4841	2151448.3051	"A6"
106	844441.9247	2151447.2884	"A4"
103	844452.8121	2151448.4472	"BEGINA2"

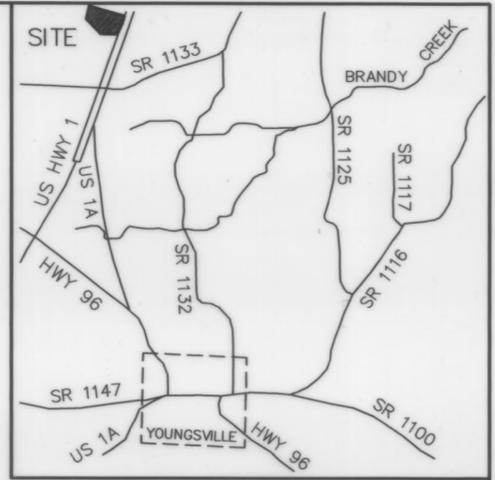
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301	843978.0919	2151158.5857	"A158"
305	843962.0610	2151157.6648	"A160"
308	843952.9734	2151150.9787	"A162"
310	843943.6279	2151146.1994	"A164"
312	843934.3632	2151133.4987	"A166"
313	843927.3075	2151126.8939	"A168"
318	843916.8520	2151119.8269	"A170"
321	843914.6743	2151098.4359	"A172"
324	843922.5493	2151089.0472	"A174TTD4"
327	843912.1070	2151073.6486	"A176"
330	843913.3466	2151056.2264	"A178"
333	843904.8911	2151050.0059	"A180"
336	843902.0427	2151044.1866	"A182"
340	843910.1782	2151042.2717	"A184TTF1"
343	843917.7317	2151033.1762	"A186"
345	843910.5394	2151024.0955	"A188"
357	843914.6658	2151015.5021	"A190"
360	843909.5376	2151006.9006	"A192"
389	843885.1298	2150986.3062	"A194"
392	843884.8999	2150981.9326	"A198"
396	843864.2386	2150969.7459	"A200"
399	843858.7247	2150962.9633	"A202"
400	843856.5547	2150955.5671	"A204"
405	843851.8983	2150949.6635	"A206"
407	843845.3910	2150947.8973	"A210"
410	843843.0068	2150937.5322	"A212"
414	843846.7641	2150932.4042	"A214"
418	843846.2994	2150924.9870	"A216"
422	843836.8200	2150913.7824	"A218"
426	843830.7646	2150896.3656	"A220"
429	843822.4509	2150886.2794	"A222"
434	843819.8499	2150881.0703	"A224"
435	843811.6554	2150874.4804	"A226"
441	843806.6045	2150864.3606	"A228"
446	843802.6555	2150849.4697	"A230"
447	843798.4062	2150846.1596	"A232"
450	843797.6094	2150839.0282	"A234TTA225"
452	843794.6681	2150839.9756	"A225TTA234"
448	843795.2725	2150848.0057	"A223"
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442	843802.8152	2150855.7762	"A219"
439	843805.2642	2150866.8006	"A217"
436	843809.6377	2150874.4775	"A215"
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415	843844.2837	2150931.8042	"A203"
411	843840.6942	2150936.1793	"A201"
409	843843.4271	2150949.2563	"A199TTF18"
403	843856.3334	2150962.6272	"A195"
402	843853.5187	2150953.8586	"A197"
397	843859.0009	2150969.8876	"A193"
393	843881.8408	2150981.7956	"A191"
390	843882.0707	2150985.9174	"A189"
386	843891.3755	2150998.3242	"A187"
358	843909.0297	2151010.1401	"A185"
355	843912.5381	2151016.4009	"A183"
346	843909.8476	2151023.4115	"A181"
344	843912.2498	2151034.2900	"A179"
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339	843898.8715	2151043.6037	"A175TTF1"
335	843902.2279	2151052.5095	"A173"
332	843909.3154	2151057.8904	"A171"
328	843909.1638	2151074.3319	"A169"
326	843917.5866	2151089.0115	"A167"
323	843911.6104	2151093.8818	"A165"
758	843914.9160	2151121.4173	"A163A"
315	843918.0949	2151125.0678	"A163"
311	843932.7197	2151140.7346	"A161"
306	843957.3878	2151162.6940	"A159"
299	843978.7625	2151160.8898	"A157"
296	843991.7786	2151166.0364	"A155"
294	843997.8014	2151164.7646	"A153"
291	843999.2237	2151171.9945	"A151TTA150"

FEATURE '3' (CONT.)			
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477	844029.5168	2151386.9925	"B34"
480	844020.6972	2151389.1553	"B36"
484	844014.3291	2151382.0838	"B38"
487	844001.6746	2151373.3892	"B40"
491	843988.6691	2151378.4765	"B42"
493	843957.3642	2151369.0755	"B44"
496	843944.3226	2151369.9661	"B46"
499	843936.2025	2151379.3474	"B48"
502	843932.1434	2151380.6944	"B50"
507	843916.1025	2151375.1787	"B52"
510	843905.4186	2151383.2953	"B54"
513	843891.7280	2151383.3599	"B56"
517	843871.0401	2151391.2449	"B58"
522	843861.2539	2151399.4808	"B60"
526	843856.8716	2151405.5729	"B62"
534	843858.5782	2151414.1242	"B64"
531	843853.6749	2151422.1928	"B66"
536	843842.0091	2151423.2974	"B68"
539	843827.9648	2151417.5088	"B70"
540	843820.3683	2151419.1981	"B72"
543	843821.2118	2151426.9228	"B74"
546	843818.9638	2151439.2125	"B76"
547	843813.4600	2151447.8084	"B78"
548	843806.5815	2151450.1541	"B80"
555	843797.4807	2151444.5513	"B82"
558	843792.3844	2151451.1599	"B84"
562	843781.0358	2151451.7408	"B86"
565	843776.2201	2151445.7851	"B88"
567	843772.6670	2151445.7917	"B90"
570	843763.0522	2151453.5423	"B92"
572	843753.7468	2151450.7906	"B94"
575	843739.7438	2151449.6431	"B96"
582	843723.4271	2151440.1374	"B98TTG2"
584	843719.2146	2151436.7560	"B100"
602	843703.0708	2151432.9274	"B102"
599	843693.3802	2151436.8137	"B104"
605	843680.2674	2151441.4550	"B106"
607	843666.2405	2151435.3282	"

I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE SOURCE OF INFORMATION FOR THE SURVEY IS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26th DAY OF AUGUST, 2005.

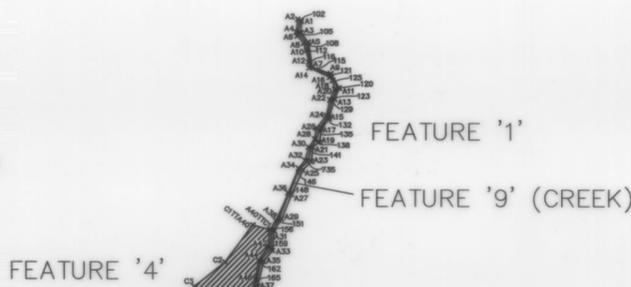


Michael A. Moss
PROFESSIONAL LAND SURVEYOR (L-3794)

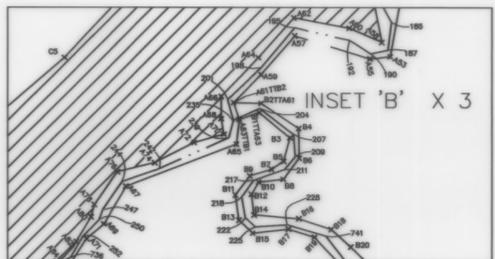


VICINITY MAP

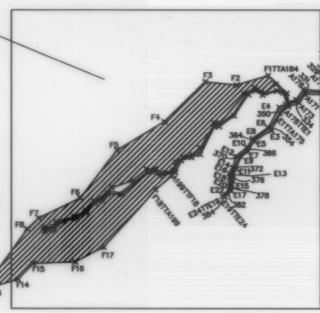
INSET '1'



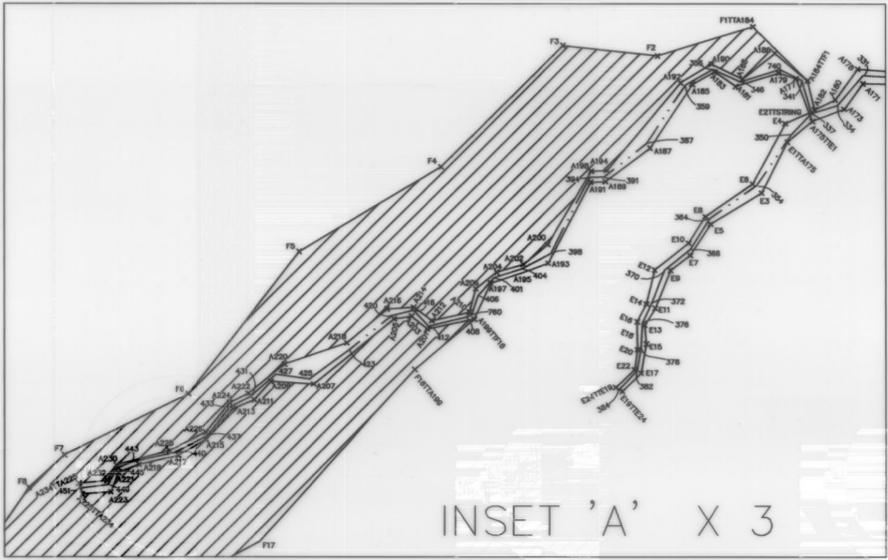
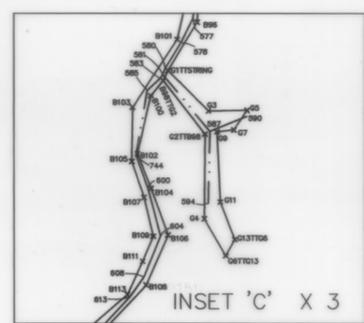
INSET 'B'



INSET 'A'



INSET 'C'



INSET 'A' X 3

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

WETLANDS DELINEATION FOR
ORGANIC RECYCLING CENTER, LLC
OWNER: JANIE D. PERRY AND OTHERS
FRANKLINTON TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA



SCALE 1"=100'

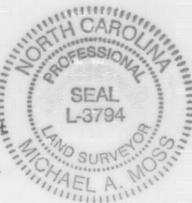
OCTOBER 6, 2004
REVISED DECEMBER 29, 2004
REVISED JUNE 2, 2005
ZONED HI
PIN # 1854-13-7682
SHEET 2 OF 3

RECEIVED
SEP 15 2005
RALEIGH REGULATORY FIELD OFFICE



ORGANIC-WETLANDS-F2.DWG-TW

I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE SOURCE OF INFORMATION FOR THE SURVEY IS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26TH DAY OF AUGUST, 2005.



Michael A. Moss
PROFESSIONAL LAND SURVEYOR (L-3794)

EXCEPTIONS TO TITLE COMMITMENT:

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

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

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

Name: Jan B. Mamuelo
Title: Chief, Raleigh Field Office
Date: October 11, 2005
AID: 200521198

N/F
MARTIN MARIETTA INC.
D.B. 988, PG. 3
PIN# 1854-15-8253

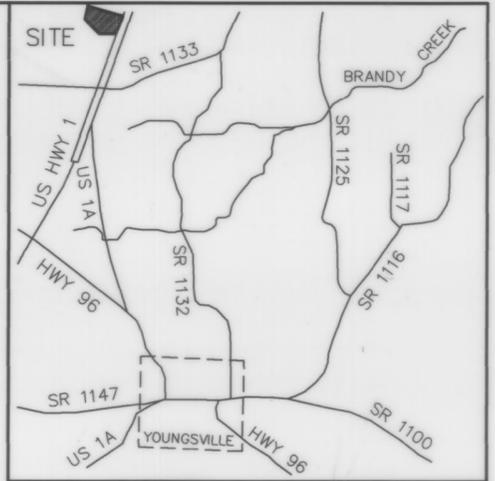
N/F
TOBY D. DEMENT
D.B. 844, PG. 636
PIN# 1854-24-9155

CONTAINER BIER
LIMITS OF DEMOLITION LANDFILL PERMIT D.B. 943 PAGE 146

N/F
MARGARET P. & WILLIAM D. FINCH
D.B. 1209, PG. 1
M.B. 2, PG. 16
PIN# 1854-01-7953

N/F
MRS. JOHN F. MATTHEWS
D.B. 577, PG. 493
PIN# 1854-22-9236

TOTAL AREA
3,115,848 sq. ft.
71.530 AC.



VICINITY MAP

LEGEND:

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

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

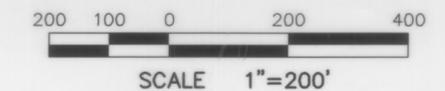
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C-1	519.49'	3299.56'	518.95'	N 18°42'15" E

REFERENCES:

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

WETLANDS DELINEATION SURVEY FOR
ORGANIC RECYCLING CENTER, LLC

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



OCTOBER 6, 2004
REVISED DECEMBER 29, 2004
REVISED JUNE 2, 2005
ZONED HI
PIN # 1854-13-7682
SHEET 1 OF 3

RECEIVED
SEP 15 2005

RALEIGH REGULATORY FIELD OFFICE



ORGANIC-WETLANDS.DWG-TW

Attachment D

Official Zoning Letter



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

Fax Transmission

To: Joe Lyle
From: Donna Wood
Date: April 20, 2005
Fax #: (919) 577-0609
Re: Special Use Permit – Demolition Landfill

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

Notes:



County Of Franklin

NOTICE TO PETITIONER

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

Applicant Allen D. Perry

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

Approved Special Use demolition landfill

Special Conditions:

Denied (Reasons given)

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

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

10-17-90
(date)

minutes of the meeting held October 15, 1990---Continued

Beginning at a point in the center of N. C. Highway 39, marked by an iron at the East edge of the right of way of said highway and 22.85 feet from the center thereof, said beginning point being corner of Tract #5 of the Division of the David and Nettie Perry lands as shown on plat recorded in Map Book 3, on Page 103, in the Office of the Franklin County Register of Deeds; thence, running from the beginning point and leaving N. C. Highway 39 and along the line of said Tract #5, S. 89 deg. 48 min. 06 sec. E 266.85 feet to an iron, corner for Lot #2 of Elmo Hay Subdivision; thence leaving the line of said Tract #5, and along the line of said Lot #2, S. 12 deg. 56 min. W. 217.80 feet to an iron at the north edge of a 70 foot wide proposed road, thence, leaving the line of said Lot #2 and along the North edge of said proposed road, N. 70 deg. 48 min 12 sec. W. 275.25 feet to a point in the center of N. C. Highway #39, marked by an iron at the east edge of the right of way of said highway and 30.35 feet from the center thereof; thence, along the center line of N. C. Highway #39, N. 20 deg. 32 min. 48 sec. E 130 feet to the point of beginning, containing approximately 1.06 acres.

Beginning at an iron stake in the northeast corner of Lot #1 in the line of Lot #5 and being the northwest corner of the lot hereinafter described, said beginning point being South 89 degrees 48 min. 06 sec. East 266.85 feet from a point in the center of N. C. Highway #39; thence running from the beginning point, South 89 degrees 48 minutes 06 seconds East 349.58 feet to an iron stake in the line of Elmo Hay property, cornering; thence South 00 degrees 33 minutes 54 seconds East 83.97 feet to an iron stake in the northern edge of a 70 foot proposed road; thence along the northern edge of said proposed road, South 73 degrees 15 minutes 24 seconds West 420.75 feet to an iron stake, corner of Lot #1 and Lot #2, said iron stake being in the northern edge of the proposed 70 foot road, corner for Lot #1; thence along the line of Lot #1, North 13 degrees 56 minutes 10 seconds West 217.80 feet to the point of beginning, containing approximately 1.26 acres, and containing a total of approximately 3.315 acres.

SECTION 11 That this ordinance shall become effective upon its adoption.
ADOPTED this 15th day of October, 1990.

Chairman, Franklin County Board of Commissioners

Clerk to the Board

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

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

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

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

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

RESOLUTION BY COUNTY OF FRANKLIN

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

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

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

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

Attachment E

U.S. Army Corps of Engineers Letter

Orenik Recye.
COPY

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action Id. 200521198

County: Franklin

U.S.G.S. Quad: Franklinton

NOTIFICATION OF JURISDICTIONAL DETERMINATION (*Wetlands*)

Property Owner/Agent: Mr. James M. Adams, Sr.

Address: 818 South White St
Wake Forest, NC 27587

Telephone No.: 919-556-5418

Size and location of property (waterbody, road name/number, town, etc.) The property is located on the west side of US Hwy 1, north of its intersection with SR 1133, south of Wake Forest, in Wake County, NC.

Indicate Which of the Following Apply:

- Based on preliminary information, there may be Wetlands and Streams on the above described property. We strongly suggest you have this property inspected to determine the extent of Department of the Army (DA) jurisdiction. To be considered final, a jurisdictional determination must be verified by the Corps.
- There are Wetlands and Streams on the above described property subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
 - We strongly suggest you have the Wetlands and Streams on your property delineated. Due to the size of your property and/or our present workload, the Corps may not be able to accomplish this wetland delineation in a timely manner. For a more timely delineation, you may wish to obtain a consultant. To be considered final, any delineation must be verified by the Corps.
 - The Wetlands and Streams on your property have been delineated and the delineation has been verified by the Corps. We strongly suggest you have this delineation surveyed. Upon completion, this survey should be reviewed and verified by the Corps. Once verified, this survey will provide an accurate depiction of all areas subject to CWA jurisdiction on your property which, provided there is no change in the law or our published regulations, may be relied upon for a period not to exceed five years.
 - The Wetlands and Streams have been delineated and surveyed and are accurately depicted on the plat signed by a Corps Regulatory Official on **October 11, 2005**. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- There are no waters of the U.S., to include wetlands, present on the above described property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in Washington, NC, at (252) 946-6481 to determine their requirements.

Remarks:

Corps Regulatory Official: 

Date October 11, 2005

Expiration Date October 11, 2010

Action Id. 200521198

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

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

Corps Regulatory Official (Initial): 

FOR OFFICE USE ONLY:

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

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

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Mr. James M. Adams, Sr.

File Number: 200521198

Date: October 11, 2005

Attached is:

See Section below

	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

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

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

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

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

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

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

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

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

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

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Thomas Brown
6508 Falls of the Neuse Road
Suite 120
Raleigh, NC 27614
919-876-8441 x22

If you only have questions regarding the appeal process you may also contact:

Mr. Michael F. Bell, Administrative Appeal Review Officer
CESAD-ET-CO-R
U.S. Army Corps of Engineers, South Atlantic Division
60 Forsyth Street, Room 9M15
Atlanta, Georgia 30303-8801

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

Signature of appellant or agent.

Date:

Telephone number:

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

Attachment F

Lease Between Landowner and ORC

LEASE AGREEMENT

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

WITNESSETH:

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

THE TERMS AND CONDITIONS of this Lease are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:
Organic Partners, LLC

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

TENANT:
Organic Recycling Center, LLC

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

Attachment G

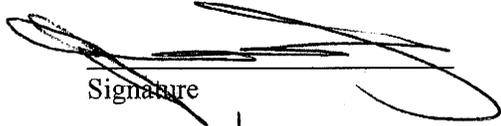
Applicant Signature Page

Signature page of applicant –

Name of facility ORGANIC RECYCLING CENTER

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

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


Signature

James Adams Jr.
Print Name

2/9/09
Date

Member/Manager
Title

ORGANIC RECYCLING CENTER LLC
Business or organization name

Attachment H

Landowner Authorization Form

Certification by Land Owner (if different from Applicant):

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

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

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

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

JAMES M. ADAMS, SR.
Print name

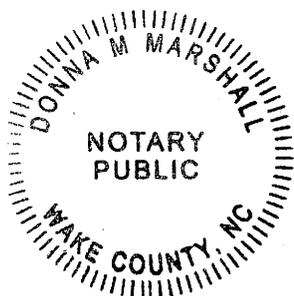
NORTH CAROLINA

Wake County

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

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

(Official Seal)



Donna M Marshall
Notary Public Donna M Marshall
My commission expires 4/16/2011.

Attachment I

Letter from Youngsville Fire Department



**Youngsville
Volunteer
Fire Department**

Mr. Adams,

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

01/001

Thank you,

Andrew Dudash
Lieutenant
Youngsville Fire Department

01/001

Attachment J

DOT Driveway Permit



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

DIVISION OF HIGHWAYS
Division Five

EUGENE A. CONTI, JR.
SECRETARY

321 Gillburg Road
Henderson, North Carolina 27537
Telephone (252) 492-0111
Fax (252) 492-0123
6/26/2009

DRIVEWAY PERMIT: D53-35-09-012

COUNTY: Franklin

Joe Lyles
818 South White Street
Wake Forest, NC 27587

SUBJECT: Driveway Permit Onto US1 SBL

Attached for your file is a copy of the Driveway Permit which you requested.

This permit is approved with the understanding the owner/agent is responsible for the proper construction of the above drive and subject to the attached Special Provisions.

Please refer to Permit D53-35-09-012 in all future correspondence with this office concerning this drive. Should you have any questions, please contact this office at (252) 492-0111.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen D. Winstead".

Stephen D. Winstead, P.E.
District Engineer

cc: J. W. Bowman , P. E., Division Engineer
County Maintenance Engineer

D53-35-09-012

Driveway Permit Special Provisions

- 1 Owner/Agent shall have site inspected and approved by the County Maintenance Engineer/ District Office prior to seeding the entrances. Failure to do so will jeopardize the acceptance of this project.
- 2 Lane closures shall be restricted to between 9:00 am and 4:00 p.m. NCDOT reserves the right to further limit, restrict, or suspend operations within the right of way if, in the opinion of NCDOT, safety or traffic conditions warrant such action. All traffic control shall be in accordance with the current MUTCD guidelines. No work shall be performed during holidays, special events, or any other time that traffic on US1 is unusually heavy.
- 3 Pavement placement shall be within the guidelines of Section 610-4 in the NC Standard Specifications for Roads and Structures. No grading work can begin where this requirement cannot be satisfied.
- 4 The minimum Roadway Pavement Design (for widening, turn lane and/or driveway) in the NCDOT Right of Way shall be as follows: 10" of ABC stone or 5" B25.0B Asphalt Concrete Base Coarse, 3" I 19.0B Asphalt Concrete Intermediate Course, and 3" S9.5C Asphalt Concrete Surface Coarse in two 1.5" lifts and the final layer shall be keyed into existing pavement as shown in the approved plans. Option of ABC stone or B25.0 should be as outlined in plans.
- 5 The driveways entrances shall be located in the field as indicated on the plans, no additional driveways shall be constructed under this permit. At no time shall any vehicles be parked within the NCDOT Right of Way.
- 6 A \$75,000.00 Performance and Indemnity Bond shall be executed and posted with the Division of Highways. The Division of Highways reserves the right to retain this bond until one calendar year after the satisfactory completion of work. A copy of this bond will be present at the construction site at all times during construction. The Division of Highways reserves the right to stop all work unless evidence of approval can be shown.
- 7 Widening and turn lane shall be installed along with pavement markings as shown on the approved plans with reflectorized pavement markers per NCDOT specifications (Standard Roadway Drawings July 2006 section 1205.05). All permanent pavement markings shall be Thermoplastic.
- 8 If encroacher is within 5' of the travel lane(s) of an undivided highway and within 10' of a divided highway with any part of his operation including but not limited to vehicles, equipment, etc., encroacher shall install a lane closure for each lane in accordance with the latest Manual on Uniform Traffic Control Devices (MUTCD).

- 9 Sight distance shall be free and clear of any debris, foliage, vegetation, buildings, structures, fence(s), obstructions and or earth material for a minimal sight distance of 550 feet of the proposed entrance(s) at all times on US1. There will be no signage allowed on the NCDOT Right of Way unless approved by NCDOT.
- 10 One Way Sign shall be installed in the median of US1 opposite of the proposed entrance as shown in red in the approved plans.
- 11 Developer is responsible for relocation of any utilities that may be in conflict with proposed widening and turn lane installation. It was noted in the field review that there were utilities located inside of the proposed grade lines outlined in the typical sections for pavement widening submitted with approved plans. Grade lines shall be as shown in typical sections with no deviation on widths or depths of ditch or shoulder.
- 12 All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Encroacher in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regraded and seeded in accordance with NCDOT Standards and Specifications.
- 13 Site Storm Water Drainage that flows to the pre-established BMP's shall not over burden the BMP facilities. Applicant shall be responsible for any upgrades needed to keep the existing BMP facilities to predevelopment conditions.
- 14 It is the responsibility of the owner/developer to provide verification certifying the pavement structure meets the approved design (Superpave Mix Design). A certified report signed by a professional engineer registered in North Carolina with expertise in asphalt testing and placement procedures or a NCDOT certified QMS Level II Plant Technician is required. This certification shall include core locations, pavement density and pavement thickness by type material. Subgrade and base densities signed by a professional engineer registered in North Carolina shall be submitted also. Please refer to the "2006 Standard Specifications for Roads and Structures" for base and subgrade density requirements (test frequency and minimum passing requirements). Enclosed you will find a summary sheet for subgrade and base densities which provides as seal location for the professional engineers certification. Attached to this review letter is the "Quality Management System for Asphalt Pavements, Maintenance Version- 2005 Specifications", these requirements shall be adhered to and all required documentation shall be submitted to the District Engineer. Upon satisfactory completion of all construction and upon request a letter will be written to you stating the streets have been constructed to the North Carolina Department of Transportation standards.

Driveway Permit Standard Provisions

- 1 A copy of the permit and an approved plan(s) stamped by NCDOT will be on the site and available for inspection by DOT personnel while construction is in progress.
- 2 The Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.
- 3 If there are any existing traffic signals, signal equipment, or NCDOT signs in the area of proposed work, you shall contact Steve Johnson at (919) 220-4600, in Durham, prior to beginning any work on State right of way. Cost to repair, relocate, or any damage to NCDOT signs, signals, or associated equipment shall be the responsibility of the Encroacher.
- 4 The traveling public will be warned of the construction with signing that is in accordance with the latest manual on Uniform Traffic Control Devices. Further, for construction involving lane closures, either Part VI of the MUTCD or an approved traffic control plan must accompany this agreement.
- 5 All materials and construction shall meet NCDOT Standards and Specifications.
- 6 At the end of each working day, equipment shall be parked a minimum of 30 feet from the edge of any travel lane.
- 7 All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Encroacher in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regraded and seeded in accordance with NCDOT Standards and Specifications.
- 8 When surface area in excess of one acre will be disturbed, the Encroacher shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the right of way. Failure to provide this information shall be grounds for suspension of operations.
- 9 All earth areas disturbed shall be regraded and reseeded in accordance with Division of Highways Standards and Specifications as follows (per acre); Year Round Mixture: 50# Pensacola Bahia Grass, 50# KY 31 Tall Fescue, 5# Centipede, 500# 10-20-20 Fertilizer, 4,000# Limestone; 2:1 Slopes Standard Mix: use year round mixture (delete centipede) add 25# Sericea Lespedeza; Crown Vetch on 2:1 Slope (Sept.- May) use year round mixture, add Crown Vetch @ 15 lb. Per acre (delete Centipede and Bahia).

- 10 Tony Newton, 321 Gillburg Road, Henderson, NC 27537, (252) 492-0111 shall be notified in writing or by phone 48 hours prior to beginning work. Verification of the posted bond will be required with this letter in order to begin construction.
- 11 The finished surface of the paved drive shall be in accordance with figure 6 (attached).
- 12 Excavated areas adjacent to pavement having more than a 2" drop shall be safed up at a 6:1 or flatter slope and designated by appropriate delineation during periods of inactivity, including, but not limited to, night and weekend hours.
- 13 Excavated material shall not be placed on the roadway at anytime.
- 14 Please note that approval of the driveway permit does not constitute review or approval of utilities or sidewalk by NCDOT. Plans and a completed encroachment agreement shall be submitted to the District Engineer's office for review and approval.
- 15 It is the responsibility of the owner/agent to secure any construction easements (temporary or permanent) from property owners affected by the construction limits.
- 16 All property owners within the project limits shall be notified in writing prior to construction.
- 17 All right of way and easements necessary for construction and maintenance shall be dedicated to NCDOT with proof of dedication furnished to the District Engineer prior to beginning work.
- 18 The Applicant is responsible for identifying project impacts to waters of the United States (wetland, intermittent streams, perennial streams and ponds) located within the NCDOT right-of-way. The discharge of dredged or fill material into waters of the United States requires authorization from the United States Army Corps of Engineers (USACE) and certification from the North Carolina Division of Water Quality (NCDWQ). The Applicant is required to obtain pertinent permits or certification from these regulatory agencies if construction of the project impacts waters of the United States within the NCDOT right-of-way. Additional information can be obtained by contacting the USACE or NCDWQ.
- 19 The Applicant is responsible for avoiding impacts to federally protected species during project construction. Bald Eagle, Michaux's Sumac, smooth coneflower, dwarf wedgemussel, harperella, red-cockaded woodpecker and tar spiny mussel are federally funded species that have been identified within NCDOT right-of-way in Durham, Person, Granville, Wake, Franklin, Vance and Warren Counties. Additional information can be obtained by contacting the North Carolina Natural Heritage Program or the United States Fish and Wildlife Service.

- 20 The Applicant is responsible for complying with the Neuse and Tar-Pamlico Riparian Buffer Rule as regulated by the NCDWQ. The rule regulates activity within a 50-foot buffer along perennial streams, intermittent streams and ponds. Additional information can be obtained by contacting the NCDWQ.
- 21 It is the responsibility of the Owner/Developer to comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.
- 22 The party of the second part (developer and /or contractor) shall provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of the motorist and workers during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part (NCDOT).
- 23 The North Carolina Department of Transportation is in the process of developing a Work Zone Traffic Control Qualification & Training program that will begin its implementation in 2009. This program will require qualified and trained Work Zone Flaggers in every flagging operation (July 2009), qualified and trained Work Zone Traffic Control Installers on every traffic control installation (January 2010) and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2010). It is intended for the program to include anyone working within NCDOT Right of Way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.
- 24 Training for this certification will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. If you have questions, contact our web site at www.ncdot.org/-wzte, or contact Meredith McDiarmid, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 250-4159 or email mmcdiarmid@ncdot.gov

APPLICATION IDENTIFICATION

N.C. DEPARTMENT OF TRANSPORTATION

Driveway Permit No. _____ Date of Application 6-9-09

STREET AND DRIVEWAY ACCESS

County: FRANKLIN

PERMIT APPLICATION

RECEIVED

Development Name: Organic Recycling Center

JUN 10 2009

LOCATION OF PROPERTY

Route/Road: US #1 North DIVISION OF HIGHWAYS
DIV 5-DIST 3

Exact Distance 0.36 Miles Feet N S E W

From the Intersection of Route No. US #1 and Route No. Materials Dr Toward Bert Winston Rd SR # 1133

Property Will Be Used For: Residential /Subdivision Commercial Educational Facilities TND Emergency Services Other

Property: Organic Recycling is is not within FRANKLINTON City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)

COMPANY Orgone Partners, LLC
 SIGNATURE James M. Adams
 ADDRESS 818 S. White St Wake Forest NC
27587 Phone No. 556-5418

WITNESS

NAME Joe Kyle
 SIGNATURE Joe Kyle
 ADDRESS 818 S. White St.
Wake Forest NC 27587

AUTHORIZED AGENT

COMPANY Millridge Companies
 SIGNATURE Joe Kyle, Ops. Manager
 ADDRESS 818 South White Street
Wake Forest 27587 Phone No. 556-5418

WITNESS

NAME Will Barker
 SIGNATURE Will Barker
 ADDRESS 818 South White St
Wake Forest, NC 27587

APPROVALS

APPLICATION REVIEWED BY DISTRICT ENGINEER

Stephen D. Winters ARN

SIGNATURE

6/10/09
DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

Donna Wood
SIGNATURE

Senior Planner
TITLE

6-10-09
DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

[Signature]
SIGNATURE

6-29-2009
DATE

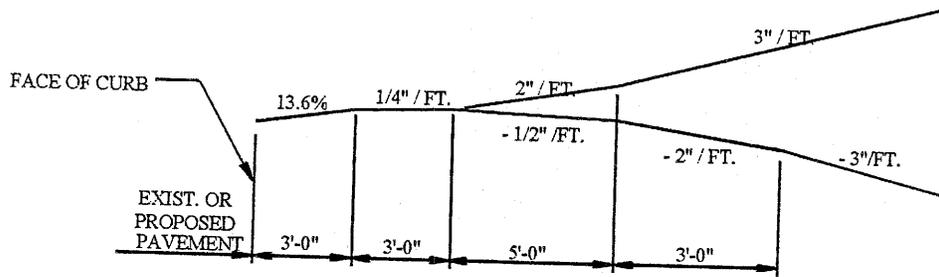
INSPECTION BY NCDOT

SIGNATURE

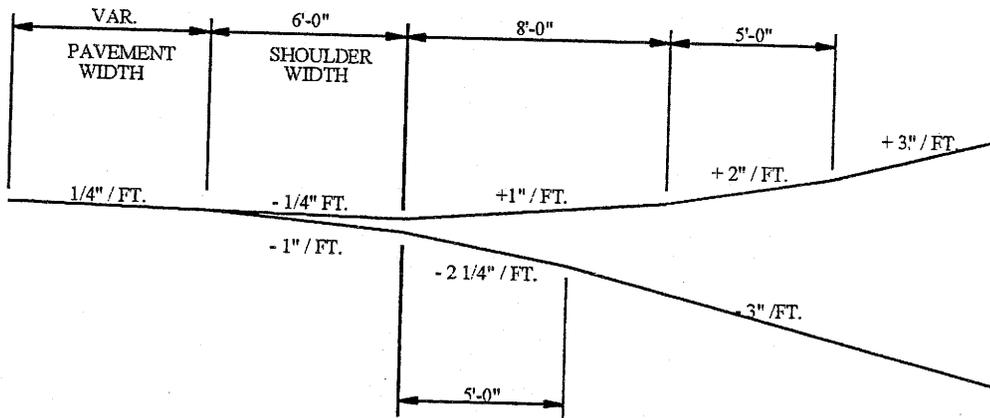
TITLE

DATE

COMMENTS:



A. CURB & GUTTER SECTION



B. SHOULDER SECTION

FIGURE 6
DRIVEWAY TURNOUT GRADES

QUALITY MANAGEMENT SYSTEM FOR ASPHALT PAVEMENTS (Maintenance Version - May 2005)

F.O.B. Annual Needs Asphalt, Subdivision and Encroachment Agreement Asphalt Pavements

1. DESCRIPTION.

Produce and supply asphalt mixtures and pavements in accordance with a quality management system as described in these provisions. Perform all quality control activities in accordance with applicable procedures detailed in the Department's Hot Mix Asphalt Quality Management System (HMA/QMS) Manual in effect on the date of contract advertisement, except as modified herein or unless otherwise approved.

In lieu of providing quality control in accordance with these provisions, the supplier may provide quality control for the applicable mix type as described in Section 609 of the 2002 Standard Specifications with revisions in effect on the date of contract advertisement. In addition, Certification of Pavement Conformance, as detailed in Item 2B below, is a requirement.

The producer will be permitted to operate under any of the Quality Management Systems detailed above and may switch from one system to another provided the minimum sampling frequency is maintained and the appropriate Division Quality Assurance Supervisor is notified in advance.

2. DESCRIPTION OF RESPONSIBILITIES.

(A) **Quality Control:**

Provide and conduct a quality control program in accordance with Item 5 "Contractor's Quality Control System". A quality control program is defined as all activities, including mix design, process control inspection, plant and equipment calibration, sampling and testing, and necessary adjustments in the process that are related to production, transportation and placement of a pavement to meet all requirements of the specifications. Complete and provide to the Project Engineer Form QMS-MV1 detailing the companies and/or individuals responsible for each component of the quality control program.

(B) **Quality Control Certification of Pavement Conformance:**

Prior to project acceptance onto the State Maintenance System, provide to the Project Engineer certification that Hot Mix Asphalt was constructed in accordance with this Provision, Article 610 of the 2002 Standard Specifications for Roads and Structures as revised by the Maintenance Provision, dated March 2004, and in accordance with the Approved Plans. Utilize Form QMS-MV2 for this certification process. Certification of pavement conformance is project specific and may be performed by either a North Carolina licensed Professional Engineer with expertise in asphalt testing and placement procedures or a NCDOT certified QMS Level II Plant Technician.

Include all quality control test reports associated with the production, placement and compaction of the asphalt with the certification document. Compile the test results for each day's production to a project separately. QC laboratory test data may be representative of asphalt produced to multiple projects provided the minimum testing frequency is maintained. Provide measurements and documentation to substantiate the constructed pavement width, thickness and cross-section is that detailed in the Approved Plans.

Asphalt which does not conform to the Approved Plans and/or Specifications should be presented to the Project Engineer for evaluation prior to certification of pavement conformance. Additional testing to determine suitability of this asphalt may be required. Note in a summary

and attach to the certification all asphalt test results that do not meet Specifications. Include Project Engineers directives; additional test results, if applicable; corrective measures; and final action.

Certification of Pavement Conformance does not relieve the appropriate company/ies from the responsibility of performing any pavement maintenance or corrective measures necessary prior to acceptance of the project.

Certification of Pavement Conformance is not required for F.O.B. Annual Needs Asphalt.

(C) Quality Assurance:

The Department will conduct a quality assurance program in accordance with Item 6 "Quality Assurance". A quality assurance program is defined as all activities, including inspection, sampling, and testing related to determining that the quality of the mixture components and completed pavement conforms to specification requirements.

3. MIX DESIGN/JOB MIX FORMULA REQUIREMENTS.

Apply all requirements of Article 610-3 of the 2002 Standard Specifications for Roads and Structures as revised by the Maintenance Provision, dated March 2004.

4. FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS.

Conduct field verification of the mix at each plant within 30 calendar days prior to initial production of each mix design, when required by the Allowable Mix Adjustment Policy and when directed as deemed necessary. Provide mix verification results to Division QA lab and to individual certifying mix conformance.

Field verification testing consists of performing a minimum of one full test series on mix sampled and tested in accordance with Item 5(C)2, "Required Sampling and Testing Frequencies". Obtain the mix verification sample and split in accordance with current procedures in the Department's HMA/QMS Manual. Do not begin normal plant production until all field verification test results have been completed and the mix has been satisfactorily verified by a QMS Level II Quality Control Plant Technician or Division Quality Assurance Supervisor. Verification is considered satisfactory when all volumetric properties except %Gmm@Nini are within the applicable mix design criteria and the gradation, binder content, and %Gmm@Nini are within the individual control limits for the mix type being produced as specified in Article 609 of the 2002 Standard Specifications for Roads and Structures with revisions in effect on the date of contract advertisement.

In addition to the required sampling and testing for field verification, perform all preliminary inspections and plant calibrations as outlined in the HMA/QMS Manual.

Retain records of these calibrations and mix verification tests, including Superpave Gyratory Compactor (SGC) printouts, at the QC laboratory. In addition, furnish copies of the mix verification tests, including SGC printouts, to the Division Quality Assurance Lab and individual certifying pavement conformance.

Conduct the initial mix verification of all new mix designs with the plant set up to produce the aggregate blend and binder content in accordance with the initially approved JMF. If the Contractor and/or the Engineer determines from quality control test results conducted during mix verification that adjustments to the JMF are necessary to achieve specified mix properties, adjustments to the JMF may be made within tolerances permitted by specifications for the mix type being produced, subject to approval. No reduction of asphalt binder content will be made

when the average production VMA computes below the minimum specification requirement. All JMF adjustments will be approved by the Engineer and documented in writing.

Failure by the Contractor to fully comply with the above mix verification requirements will result in immediate production stoppage by the Engineer. Do not resume normal production until all mix verification sampling and testing, calibrations, and plant inspections have been performed and approved. Any mix produced that is not verified may be assessed a price reduction at the Engineer's discretion in addition to any reduction in pay due to mix and/or density deficiencies.

5. CONTRACTOR'S QUALITY CONTROL SYSTEM.

(A) Personnel Requirements:

Obtain all certifications in accordance with the Department's QMS Asphalt Technician Certification Program as outlined in the HMA/QMS Manual. Provide a certified QMS Asphalt Plant Technician or QMS Asphalt Mix Sampling Technician at each plant site at all times during production of material for the project. Perform all quality control operations and activities, testing, and data analysis by or under the direct supervision of a certified QMS Asphalt Plant Technician. Sampling and data posting may be performed by or under the direct supervision of a certified QMS Asphalt Mix Sampling Technician or QMS Asphalt Plant Technician.

Absences of the QMS Asphalt Plant Technician or QMS Asphalt Mix Sampling Technician, other than those for normal breaks and emergencies, must be pre-approved by the appropriate QA Supervisor or his designated representative. Any extended absence of the Technician that has not been approved will result in immediate suspension of production by the Engineer. All mix produced during this absence will be accepted in accordance with Article 105-3 of the Standard Specifications.

Have readily available a certified QMS Asphalt Plant Technician Level II to consult for any necessary adjustments in the mix quality control process. The Level II Technician may serve in a dual capacity and fulfill the Level I Technician or Asphalt Mix Sampling Technician requirements specified above.

Provide a certified QMS Roadway Technician with each paving operation at all times during placement of asphalt, F.O.B. Annual Needs asphalt excluded. This person is responsible for monitoring all roadway paving operations and directly supervising all quality control processes and activities, to include stopping production or implementing corrective measures when warranted. The Roadway Technician is also responsible for monitoring density test results and proceeding on limited production if required. Provide a certified QMS Nuclear Gauge Operator when nuclear density control is being used.

Post in the quality control laboratory an organizational chart, including names, telephone numbers and current certification numbers of all personnel responsible for the quality control program while asphalt paving work is in progress.

(B) Field Laboratory Requirements:

Perform all quality control testing at a Department certified laboratory, unless otherwise approved. The laboratory may be located either at the plant facility or off-site. A minimum of 320 square feet (30 square meters) of floor space (exclusive of toilet facilities), equipment, and supplies necessary for performing quality control testing is required. Provide convenient telephone and fax machine access for QMS personnel at the plant site.

Provide testing equipment meeting the requirements of the test methods herein identified in Item 5(C)2, "Required Sampling and Testing Frequencies". Provide equipment that is properly

calibrated and maintained. Allow all measuring and testing devices to be inspected to confirm both calibration and condition. If at any time the Engineer determines that the equipment is not operating properly or is not within the dimensions or calibration described in the applicable test method, the Engineer may stop production until corrective action is taken. Maintain and have available a record of all calibration results at the laboratory.

(C) Plant Mix Quality Control:

(1) General:

Include in the quality control process the preliminary inspections, plant calibrations and field verification of the mix and JMF as described in Item 4, "Field Verification of Mixture and Job Mix Formula Adjustments". In addition, conduct at a minimum, but not limited to, the sampling, testing, and determination of all parameters outlined in these provisions using test methods and minimum frequencies specified herein. Perform additional sampling and testing when conditions dictate. Log all samples taken on forms provided by the Department. Split and retain all samples taken in accordance with prescribed procedures in the HMA/QMS Manual. Provide documentation as required in Item 5(E), "Documentation (Records)".

Retain the untested split portion of quality control aggregate and mix samples for 5 calendar days at the quality control laboratory site, commencing the day the samples are tested. Permission for disposal may be given by Quality Assurance personnel prior to these minimum storage periods. Retain the split portion of the quality control mix verification and referee mix samples until either procured by or permission for disposal is given by Quality Assurance personnel. Store all retained samples in a dry and protected location.

(2) Required Sampling and Testing Frequencies:

For projects or contracts where the specified quantity of an asphalt concrete mix type is 100 tons or more, maintain minimum test frequencies as established in the schedule below. Complete all tests within 4 calendar days of the time the sample is taken. Should the specified tests not be completed within the required time frame, cease production at that point until such time the tests are completed. Provide all test data to the appropriate Division Quality Assurance Lab and individual certifying pavement conformance within one calendar day of the results being known.

Should the Contractor's testing frequency fail to meet the minimum frequency requirements as specified, all mix without the specified test representation will be considered unacceptable until samples are recovered from the constructed pavement and the appropriate testing is performed. Upon evaluation of the test results, the pavement will be accepted in accordance with Article 105-3 of the Standard Specifications.

If desired, innovative equipment or techniques not addressed by these specifications to produce or monitor the production of mix may be utilized, subject to approval.

QUALITY CONTROL MINIMUM SAMPLING AND TESTING SCHEDULE

Sample and test the completed mixture from each mix design at the minimum frequency detailed below. Include in the production increment all mix being produced under this Provision, excluding F. O. B. Annual Needs asphalt. If the daily production quantity is less than 100 tons (metric tons) a sample is not required.

<u>Daily Production – Tons (Metric Tons)</u>	<u>Number of Samples per day</u>
100 – 750 (100-750)	1
750- 1500+	1 per each additional 750 tons (metric tons)

Sample and test the completed F.O.B. Annual Needs asphalt mixture at a minimum frequency of 1 Partial Test Series per quarter for each mix design produced during that quarter, beginning January of each year, and/or when directed by Quality Assurance personnel. Obtain the sample from the actual asphalt being supplied for F.O.B. Annual Needs Asphalt.

Utilizing the QMS Form QC-1, fax all tonnage information to the appropriate Division Quality Assurance Lab by the beginning of the next work day, not to exceed one (1) calendar days.

Obtain a sample, within the increment specified above, at a location determined by the QMS Asphalt Plant Technician or QMS Asphalt Mix Sampling Technician. Acquire the sample in accordance with the procedures detailed in the current edition of the Department's HMA/QMS Manual, excluding the random sampling procedures. Sample the asphalt mixture from the truck at the plant in accordance with AASHTO T 168 Modified. A split sample is required.

Perform a Partial Test Series on each sample within the specified increment. Utilizing the QMS Form QC-1, provide test results to the Quality Assurance Lab and the individual certifying pavement conformance within one calendar day after the test results are known.

Partial Test Series will consist of Items A. and B. detailed directly below.

- A. Binder Content, % (Contractor may select either option below):
 - 1. Ignition Furnace (AASHTO T 308 Modified)
 - 2. Other (Contractor may request and use other means of determining percent asphalt binder, subject to approval).
- B. Gradation on Recovered Blended Aggregate from Mix Sample
(AASHTO T 30 Modified) Grade on all sieves specified on JMF

In addition to Items A& B above, perform the following additional tests, Items C through J, during mix verification (Full Test Series).

- C. Maximum Specific Gravity (AASHTO T 209 or ASTM D 2041), optional (ASTM D 6857)
- D. Bulk Specific Gravity of Compacted Specimens (AASHTO T 166), optional (ASTM D 6752), Average of 3 specimens at N_{des} gyrations (AASHTO T 312)
- E. Air Voids (VTM)(AASHTO T 269), Average of 3 specimens at N_{des} gyrations
- F. Voids in Mineral Aggregate (VMA) (calculation)
- G. Voids Filled with Asphalt (VFA) (calculation)

- H. $P_{0.075}/P_{be}$ Ratio
- I. % Maximum Specific Gravity at N_{ini} (calculation)
- J. % Maximum Specific Gravity at N_{max} . (Split Sample Required)
 - 1. Sampled from plant produced mix
 - 2. 3 specimens compacted at N_{max} gyrations
 - 3. %Gmm@Nmax calculated from average of 3 specimens.

As part of the Quality Control Process and in addition to the above Full and Partial Test Series, periodically or when directed conduct the following sampling and testing:

- A. Aggregate Stockpile Gradations (AASHTO T 27 and T 11)
(Sampled from stockpiles or cold feed system as follows; split samples not required)
 - 1. Coarse Aggregates (Approved Standard Sizes)
 - 2. Fine Aggregates (Stone Screenings, Natural Sands, Etc.)

In lieu of the aggregate stockpile gradations performed by QC, gradation quality control data conducted by the aggregate producer, which is representative of the Contractor's current stockpiles, may be furnished.

- B. Reclaimed Asphalt Pavement (RAP) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30) (sampled from stockpiles or cold feed system). Have RAP approved for use in accordance with Article 1012-1(G). (Split Sample Required)
- C. Combined Aggregate Moisture Content (AASHTO T 255) Drum Plant Only (sampled from stockpiles or cold feed system).
- D. Uncompacted Void Content of Fine Aggregate, AASHTO T 304, Method A (natural sand only).
- E. Reclaimed Asphalt Shingle Material (RAS) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAS approved for use in accordance with Article 1012-1(F). (Split Sample Required)

Sampling and Testing of the asphalt mixture may be performed after pavement construction is complete, however, this process is highly discouraged. When electing to test the asphalt mixture after the pavement construction is complete, adhere to the sampling and testing frequency detailed below. Perform all sampling and testing in the presence of an appropriately QMS certified technician.

- A. The mixture tonnage without test representation will be divided into approximate equal sub-lots not to exceed 250 tons.
- B. Increment tonnage of 375 tons or more will be divided into a minimum of 3 sub-lots.
- C. Increment tonnage of less than 375 tons will be divided into a minimum of 2 sub-lots.

- D. Each sub-lot shall be sufficiently cored at one random location to yield enough mix to perform a Partial Test Series. Only one set of samples will be allowed in each sub-lot.
- E. Core samples from the same sub-lot will be combined for testing, samples from different sub-lots shall not be combined for testing.
- F. Full depth cores must be satisfactorily separated by mix layer prior to testing.
- G. Saw the area from which the cores were taken to create a rectangular area. Remove all excess material and immediately clean, tack, fill with hot asphalt mix of the same type and compact the asphalt to conform to the surrounding area.

(3) Control Limits:

The following are established as control limits for mix production.

Control Limits

Mix Control Criteria	Target Source	Individual Limit
2.36mm Sieve	JMF	±8.0 %
0.075mm Sieve	JMF	±2.5 %
Binder Content	JMF	±0.7 %

(4) Corrective Actions:

All required corrective actions are based upon initial test results and must be taken immediately upon obtaining those results. In the event situations occur which warrant more than one corrective action and/or adjustment, give precedence to the more severe of these actions. Stopping production when required takes precedence over all other corrective actions. Document all corrective actions.

Immediately cease production of a mix when an individual test result for a mix control criteria exceeds both the individual test control limits and the applicable specification design limits detailed in Table 610-1 of the 2002 Standard Specifications for Roads and Structures as revised by the Maintenance Provision, dated March 2004, or when two consecutive binder content test results exceed the individual limits. Do not resume normal production of the mix in question until approval is given.

Acceptance of all mix failing to meet the individual test control limits will be determined in accordance with Article 105-3. In addition, any mix which is obviously unacceptable will be rejected for use in the work.

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back within the control limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Acceptance of this mix will be determined in accordance with Article 105-3 of the Standard Specifications. Additional sampling and testing of the mix from the constructed pavement may be required for evaluation.

(5) Allowable Retesting for Mix Deficiencies:

The Contractor may elect to resample and retest for plant mix deficiencies when individual QC test(s) exceed one or more mix property target(s) by more than the tolerances indicated below. Perform the retesting within 10 days after initial test results are determined. Retesting must be approved prior to being performed and in accordance with the Department's "GUIDELINES FOR RETESTS OF PLANT MIX DEFICIENCIES" outlined in the HMA/QMS Manual. These retests will be performed by the Contractor under the supervision of the Department's QA Personnel. Retests for any mix deficiency other than as listed below will not be allowed unless otherwise permitted. Acceptance of the mix in question will be based on the retest data in accordance with Article 105-3.

The Department reserves the right to require the Contractor to resample and retest at any time or location as directed.

- % Binder Content -- by more than +/- 1.0%
- 0.075 mm sieve -- by more than +/- 3.0%
- 2.36 mm sieve -- exceeds both the Specification mix design limits and one or more of the above tolerances

(D) Field Compaction Quality Control (F.O.B. Annual Needs Asphalt excluded):

(1) General:

Perform quality control of the compaction process in accordance with these provisions and applicable requirements of Article 610-9 of the 2002 Standard Specifications for Roads and Structures as revised by the Maintenance Provision, dated March 2004. The Contractor may elect to use either cored sample density procedures or nuclear gauge density procedures. Utilizing QMS Form MV-1, provide to the Department and the individual certifying pavement conformance the method of density quality control which will be used on the project.

Establish acceptable control strips when required at locations approved by the Engineer. Construct control strips which are 300 feet (91.4 m) in length at the paver laydown width being placed. When utilizing core sample control, place control strips anytime placement is proceeding on limited production due to failing densities. When utilizing nuclear density control, place control strips at the minimum frequencies specified in the Department's current Nuclear Gauge Operator's Manual. In addition, place control strips anytime deemed necessary by the Engineer.

Perform density sampling and testing within each test section, which is defined as 2000 linear feet (600 linear meters) or fraction thereof per day of pavement placed at the paver laydown width. Perform density sampling and testing on all pavement widening 4.0 feet (1.2 m) or greater, on uniform width paved shoulders 2.0 feet (0.6 m) or greater, and on all full width travel lane pavements, including normal travel lanes, turn lanes, collector lanes, ramps, loops, temporary pavements, and wedging as outlined in the HMA/QMS Manual, unless otherwise approved.

Base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet (1.2 meters) and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), will not be subject to the sampling and testing frequency specified above provided the pavement is compacted using approved equipment and procedures. However, the Engineer may require occasional

density sampling and testing to evaluate the compaction process. Irregular areas are defined as areas which have irregular shapes which make them difficult to compact with conventional asphalt rollers to include cul-de-sacs.

Perform the sampling and testing at the minimum test frequencies as specified above. Should the density testing frequency fail to meet the minimum frequency as specified above, all mix without the required density test representation will be considered unsatisfactory until samples are recovered from the constructed pavement and the appropriate testing is performed. Upon evaluation of the test results, the pavement will be accepted in accordance with Article 105-3 of the Standard Specifications.

Conduct all QC nuclear density testing the same day that the mix being tested is placed and compacted. Obtain all core samples no later than the beginning of the next production day, not to exceed three (3) calendar days. Test QC core samples and submit test results to the Quality Assurance Lab and to the individual certifying pavement conformance within one calendar day of the results being known. Should the specified density tests not be completed within the allowable time cease production at that point until such time the required tests are completed. Failure to provide samples may result in suspension of all project operations.

Retain quality control density core samples at the plant site for 5 calendar days, commencing the day the samples are tested, or until permission for disposal is granted by the quality assurance personnel, whichever occurs first. Retain the Department's quality assurance comparison and verification core samples in a sealed container at the plant site until obtained by quality assurance personnel. Store all retained density samples on a smooth, flat surface in a cool, dry, and protected location.

Check core samples may be taken by the Contractor for any of the following reasons:

1. When core sample control is being used and a test section core sample(s) is more than 2.0 percent below the average of all core samples from the same lot, that core(s) samples may be checked,
2. When a control strip fails and a core sample(s) is more than 2.0 percent below the average of the control strip, that core(s) may be checked.

For each core sample that is to be checked, take 3 check samples as follows: one adjacent to the initial sample and one ten feet (3 meters) in each direction, longitudinally, of the initial sample. The results of these 3 check samples will be averaged and this average will be used in lieu of the initial core results in question. The initial core sample results will not be used if check samples are taken.

Check samples must be taken within 2 calendar days of the date when the initial sample results are obtained. Only one set of check samples per sample location will be allowed. If full depth cores are necessary at these check sample locations, separation of the layer to be tested will be the responsibility of the Contractor. Notify the Project Engineer if check samples are to be obtained.

(2) Pavement Samples (Cores):

When cored samples are required by either density method, obtain cores from the full layer depth of the compacted pavement at random locations determined in accordance with procedures in the Department's HMA/QMS Manual. Full depth cores may be taken in lieu of placing a separator medium beneath the layer to be tested. If full depth cores are taken, the Contractor is responsible for separating the layer of mix to be tested in a manner such that it is not damaged. The use of a separator medium beneath the layer to be tested is prohibited.

Pavement layers may be cooled by approved artificial methods to allow cutting the core samples as quickly as possible. No additional compensation will be made for the costs of artificial cooling.

Take pavement specimens for density testing purposes utilizing a 6 inch (152.4 mm) core drill. Use approved coring equipment that is capable of taking a representative sample of the compacted pavement.

Where samples have been taken, clean the inside surfaces of the sample hole, dry, lightly coat with tack coat, and immediately place and compact new mix of the same type to conform with the surrounding area. Use a circular tamp or other approved device to achieve compaction.

(3) Cored Sample Density Procedures:

In addition to the above requirements, perform core sample density control procedures as noted herein. When cored sample control is being utilized, the testing frequency will be a minimum of one random 6 inch (152 mm) core sample taken from each test section, except take a minimum of at least three core samples from each mix type and/or lot placed on a given day.

An initial control strip is not required at the beginning of placement of each job mix formula but may be performed by the Contractor for use in determining the necessary compactive effort and roller patterns. Cored sample control strips will be required if production and placement is being performed under limited production procedures due to failing densities.

(4) Nuclear Gauge Density Procedures:

In addition to the requirements in Item 5(D)1, perform nuclear density control procedures in accordance with the Department's most current Nuclear Gauge Operator's Manual. This manual may be obtained through the Department's M & T Soils Section. Determine density by the backscatter method of testing using a thin-lift nuclear gauge, with printer, which has been approved by the Department. Furnish, maintain, and operate the nuclear gauge. Perform testing by a certified QMS Nuclear Gauge Operator.

Provide a gauge that has been calibrated within the previous 12 months by an approved calibration service. Maintain documentation of such calibration service for a 12 month period. Provide record of gauge calibration to the individual certifying mix conformance.

Conduct all QC nuclear density tests the same day the mix being tested is placed and compacted. Furnish summary of density results, along with the nuclear gauge printout(s), to the individual certifying mix conformance.

Determine target density for testing by constructing control strip(s) in accordance with and at the frequencies prescribed in the Nuclear Gauge Operator's Manual. Core samples from the control strips may be checked in accordance with the criteria established in Item 5(D)1.

Conduct sampling and testing as specified based on test sections consisting of not more than 2000 linear feet (600 linear meters) or fraction thereof per day on pavement placed at the paver laydown width. The nuclear density testing frequency will consist of five random gauge readings (one random reading from each of five equally spaced increments) from each test section. In addition, take at least five gauge readings during any day's production of a given mix type. Random locations for gauge readings will be determined in accordance with the procedures in the Department's most current Nuclear Gauge Operator's Manual. Test

section pavement must be of the same mix design as the pavement utilized in the applicable control strip.

(5) Density Acceptance:

As detailed in Article 610-13 of the 2002 Standard Specifications for Roads and Structures as revised by the Maintenance Provision, dated March 2004, asphalt pavement will be accepted for density on a lot by lot basis. A lot will consist of one day's production of a given job mix formula on a contract. As an exception, separate lots will be established for pavement placed simultaneously by multiple paving crews. A separate lot will be established for the pavement placed by each paving crew.

(6) Limited Production Procedure:

Proceed on limited production when, for the same mix type, one of the following items occur:

- Three consecutive failing lots
- Two consecutive failing nuclear control strips.

Limited production is defined as being restricted to the production, placement, and compaction of a sufficient quantity of mix necessary to construct only a 300 foot (100 meter) control strip plus 100 feet (30 meters) of pavement adjacent to each end of the control strip.

Remain on limited production until such time as satisfactory density results are achieved or until two control strips have been attempted without achieving acceptable density test results. If the Contractor fails to achieve satisfactory density after two control strips have been attempted, cease production of that mix type until such time as the cause of the failing density test results can be determined. As an exception, the Project Engineer may grant approval to produce a different mix design of the same mix type if the cause is related to mix problem(s) rather than compaction related problems.

If the Contractor does not operate by the limited production procedures as specified above, three consecutive failing lots or two consecutive failing nuclear control strips, whichever is applicable, and all mix produced thereafter will be considered unacceptable. Acceptance of this mix will be determined in accordance with Article 105-3 of the Standard Specifications. Additional sampling and testing from the constructed pavement may be required for evaluation of this pavement.

(E) Documentation (Records):

Document all quality control observations, records of inspection, samples taken, adjustments to the mix, and test results on a daily basis. Note the results of observations and records of inspection as they occur in a permanent field record. Record adjustment to mix production and test results on forms provided. Provide all such records to the Engineer, upon request, at any time during project construction.

Complete all QC records and forms in accordance with the most current edition of the Department's HMA/QMS Manual and provide to the individual certifying mix conformance. Maintain the QC testing forms and records for one calendar year after the project is accepted onto the state maintenance system. Failure to maintain QC records and forms as required, or to provide these records and forms to the Engineer upon request, may result in production and/or placement stoppage until the problem is resolved.

Falsification of test results, documentation of observations, records of inspection, adjustments to the process, discarding of samples and/or test results, or any other

deliberate misrepresentation of the facts will result in the revocation of the applicable person's QMS certification and possible prosecution under State and/or Federal Law. The Engineer will determine acceptability of the mix and/or pavement represented by the falsified results or documentation. If the mix and/or pavement in question is determined to be acceptable, the Engineer may allow the mix to remain in place at no pay for the mix, asphalt binder and other mix components. If the mix and/or pavement represented by the falsified results is determined not to be acceptable, remove and replace with mix which complies with the Specifications. Payment will be made for the actual quantities of materials required to replace the falsified quantities, not to exceed the original amounts.

6. QUALITY ASSURANCE.

The Department's quality assurance program will be conducted by a certified QMS technician(s) and will be accomplished in the following ways:

Plant Mix Quality Assurance:

1. By conducting assurance testing of split samples obtained by the Contractor;
2. By periodically observing sampling and testing procedures performed by the Contractor;
3. By directing the Contractor to take additional samples at any time and any location during production (in lieu of the next scheduled random sample for that increment);
4. By conducting verification sampling and testing on samples taken independently of the Contractor's quality control samples; or
5. By any combination of the above

The Engineer will conduct assurance tests on both split QC mix samples taken by the Contractor and verification samples taken by the Department. These samples may be the regular quality control samples or a sample selected by the Engineer from any location in the process or verification samples taken at random by the Department. The Engineer may select any or all split samples for assurance testing.

Density Quality Assurance:

1. By retesting randomly selected quality control test sections (either cores or nuclear)
2. By periodically observing tests performed by the Contractor;
3. By testing randomly selected comparison core samples taken adjacent to the Contractor's quality control core samples (8 inches center-to-center); and
4. By conducting verification sampling and testing on test sections (either core or nuclear) independently of the Contractor's quality control test sections
5. By periodically directing the recalculation of random numbers for the Quality Control core or nuclear density test locations. The original QC test locations may be tested by QA and evaluated as verification tests.

Comparison and verification core samples will be taken in the presence of a QA technician, and either delivered directly to the appropriate Division Quality Assurance Lab by a QA technician or placed in a sealed container and delivered to the Quality Control Lab to be acquired for Quality Assurance testing.

Quality assurance and verification samples will periodically be obtained for testing independently of the Contractor's quality control process. These samples will be split for testing by Quality Assurance and Quality Control personnel.

Results of quality assurance tests will be provided to the Contractor within 4 working days after the sample has been obtained.

Limits of Precision:

Differences between the Contractor's and the Department's split sample test results will be considered acceptable if within the following limits of precision:

<u>Mix Property</u>	<u>Limits of Precision</u>
25.0mm sieve(Base Mix)	± 10.0%
19.0mm sieve(Base Mix)	± 10.0%
12.5mm sieve(Intermediate Mix)	± 6.0%
9.5mm sieve(Surface Mix)	± 5.0%
4.75mm sieve(Surface Mix)	± 5.0%
2.36mm sieve(All Mixes)	± 5.0%
0.075mm sieve(All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity(G_{mm})	± 0.020
Bulk Specific Gravity (G_{mb})	± 0.030
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Nuclear Comparison of QC Test	± 2.0% (% Compaction)
QA Nuclear Verification Test	± 2.0% (% Compaction)

The Engineer will immediately investigate the reason for differences if any of the following occur:

1. QA test results of QC split sample does not meet above limits of precision, or
2. QA test results of QC split sample does not meet the individual test control limits or the specification requirements, or
3. QA verification sample test results exceed the allowable retesting tolerances.

If the potential for a pavement failure exist, the Engineer may suspend production, wholly or in part, in accordance with Article 108-7 of the Standard Specifications while the investigation is in progress. The Engineer's investigation may include, but not be limited to the following:

1. Joint testing of any remaining split samples,
2. Review and observation of the QC technician's sampling and testing procedures,
3. Evaluation and calibration of QC testing equipment, and/or
4. Comparison testing of other retained quality control samples, and/or additional density core samples.

If additional mix samples or core samples are necessary to resolve the difference, these samples will be taken as directed and tested jointly by the Quality Control and Quality Assurance personnel. If reasons for the difference cannot be determined, payment for the mix in question

will be determined in accordance with Article 105-3 of the Standard Specifications. If the reason for the difference is determined to be an error or other discrepancy in the quality control test results, the applicable quality assurance test results or applicable verification test results will be used to determine compliance with the applicable mix or density specification requirements.

Quality Assurance personnel will periodically witness the sampling and testing being performed by the Quality Control technician. If the Engineer observes that the sampling and quality control tests are not being performed in accordance with the applicable test procedures, the Engineer may stop production until corrective action is taken. The Engineer will promptly notify the Contractor of observed deficiencies, both verbally and in writing. The Engineer will document all witnessed samples and tests.

7. ACCEPTANCE.

Final acceptance of the asphalt pavement will be made by the Department in accordance with the following:

Mix Acceptance:

The Engineer will base final acceptance of the mix on the results of random testing made on split samples during the assurance process and validation of the Contractor's quality control process as outlined in Items 6 and 5(C), respectively.

Density Acceptance (F.O.B Annual Needs asphalt excluded):

The Department will evaluate the asphalt pavement for density compliance after the asphalt mix has been placed and compacted using the Contractor's quality control test results, the Department's quality assurance test results, and by observation of the Contractor's density quality control process as outlined in Items 5(D) and 6 of this provision and in Article 610-13 of the 2002 Standard Specifications for Roads and Structures as revised by the Maintenance Provision, dated March 2004.

Project Description: _____ County: _____ Date: _____

Hot Mix Asphalt Supplier:

(Must be NCDOT Certified Plant)

Provision under which the Asphalt Mixture will be tested

- Maintenance Version Plant 1: _____ Cert.# _____
- 2002 Specification as revised Plant 2: _____ Cert.# _____
by current Project Special Provision Plant 3: _____ Cert.# _____

Superpave Mix Types

NCDOT Approved Job Mix Formula Number(s)		
Plant 1	Plant 2	Plant 3

Company and Individual(s) performing Asphalt Mix Testing:

(Minimum Requirement is QMS Level I Plant Certification)

 _____ QMS Cert.# _____
 _____ QMS Cert.# _____
 _____ QMS Cert.# _____
 _____ QMS Cert.# _____

Company Performing Asphalt Placement:

Company and Individual(s) performing Asphalt Density Testing:

(QMS Level I Plant Technician and/or QMS Nuclear Gauge Operator)

 _____ QMS Cert.# _____
 _____ QMS Cert.# _____
 _____ QMS Cert.# _____
 _____ QMS Cert.# _____

Proposed Type of Density Control Nuclear Core

QMS Certified Roadway Technician(s)

(Must be present during all laydown operations)

 _____ QMS Cert.# _____
 _____ QMS Cert.# _____
 _____ QMS Cert.# _____

Individual Certifying Pavement Conformance with NCDOT Specifications and Typical Sections detailed on the approved plans:

(NCDOT Certified QMS Level II Plant Technician or NC Registered Civil Engineer with expertise in asphalt testing and laydown procedures)

Individual: _____ QMS Cert.# or NC PE# _____
 Company: _____
 Phone Number: _____

Comments: _____

Anticipated Asphalt Placement Date: _____

Certification of Pavement Conformance

I, _____, certify that the Hot Mix Asphalt placed on the _____ project is in accordance with the North Carolina Department of Transportation Specifications.

In signing above I certify that the asphalt mixture has been tested in accordance with either Article 609 of the 2002 Standard Specifications for Roads and Structures with current revisions or in accordance with the Quality Management System for Asphalt Pavements (Maintenance Version) dated May 2005. I certify that the asphalt mixture was placed in accordance with Article 610 of the 2002 Standard Specifications for Roads and Structures as modified by the Maintenance Provision dated May 2005. Further, I certify that the pavement structure was constructed to the depth, width and cross-section detailed on the Approved Plans. Any exceptions to the above Specifications or Approved Drawings have been previously addressed with the NCDOT Project Engineer and are explicitly detailed in an attached document.

Witness my original signature, and license or certification number, this the _____ day of _____, _____, _____.

(month) (year)

North Carolina Registered Professional Engineer or
QMS Level II Plant Technician or

License or Certification Number

Disclaimers:

This certification is based upon the attached test data and measurements and is not testimony to the workmanship of the asphalt pavement which is the sole responsibility of the company performing such work. The above signature shall not in any manner transfer to the signatory or waive such responsibility until the above project or portion thereof is accepted onto the state-maintenance system.

This certification is based upon the attached test data being accurate and authentic. Assurance of accuracy and authenticity rests with the individuals performing the tests and the companies they represent.

Attachments:

Asphalt Mixture Testing

Confirmation of testing performed at Department Certified Lab

Approved job-mix-formula number for each asphalt mixture utilized

Field verification test results with Superpave Gyratory Compactor (SGC) printouts for each asphalt mix design utilized

QC-1 form for each production day

QA/QC-1 form with binder content printout for each mixture sample tested

Density Testing

M&T 605 form for each production day

QC-5 form for each day when core samples are obtained

QA/QC-5 form for each day when core samples are obtained

Most recent nuclear gauge calibration- if applicable

M&T 514 QA/QC form for each nuclear control strip

M&T 516 QC form for each day nuclear density testing is performed

**National Pollutant Elimination System (NPDES)
Stormwater Permit Compliance Certification**

I _____, a duly authorized representative of _____, an industrial/commercial/residential facility requesting attachment to a North Carolina Department of Transportation highway drainage system at _____ in _____ County, do hereby certify the following:

Check appropriate box and circle type of facility

- The Industrial / Commercial / Residential facility does not require an NPDES stormwater permit.
- The Industrial / Commercial / Residential facility does require an NPDES stormwater permit. The permit has been obtained and a Stormwater Pollution Prevention Plan (SPPP) is in place. Appropriate structural stormwater best management practices (BMP) are designed and installed as required by the Department of Environment and Natural Resources (DENR) and/or the local governing agency. All structural stormwater BMP's are located outside of NCDOT right-of-way.

I understand if the Department of Transportation determines the facility is not in compliance with NPDES stormwater requirements, the Department will report the noncompliance to the DENR Division of Water Quality. I also understand that falsification of this certification may result in penalty of law against the facility and me as prescribed in the North Carolina General Statutes.

Signature: _____

Date: _____

Note: If the applicant has a question as to whether an NPDES stormwater permit is required, he or she may contact the N.C. Division of Water Quality in Raleigh at (919) 733-5083 (ask for Stormwater and General Permits Unit).

**VERIFICATION OF COMPLIANCE WITH
ENVIRONMENTAL REGULATIONS**

(Check Appropriate Box)

Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.

The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.

All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)

The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: _____

Township: _____

County: _____

Project Engineer: _____

Phone No.: _____

Project Contact: _____

Applicant's Name: _____

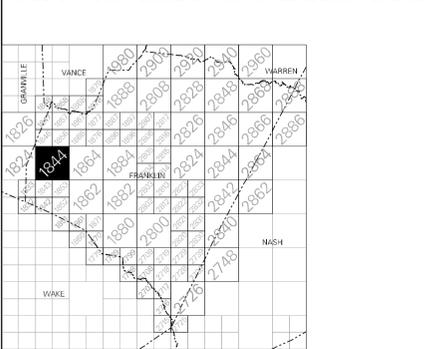
P.E. SEAL

Date Submitted: _____

Attachment K

FEMA Floodplains Map

STATE OF NORTH CAROLINA FIRM PANEL LOCATOR DIAGRAM



DATUM INFORMATION

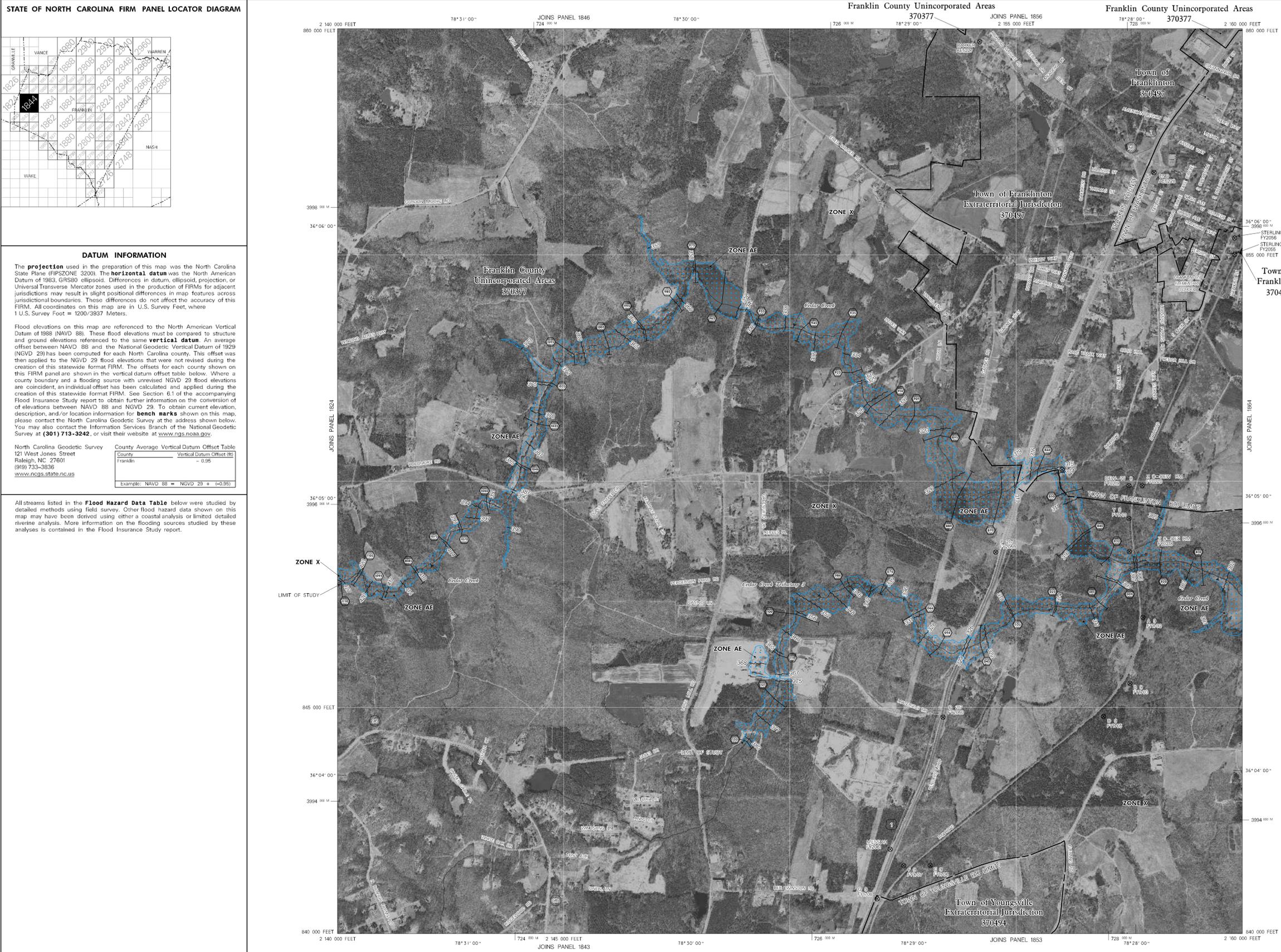
The projection used in the preparation of this map was the North Carolina State Plane (NAD83/Zone 3200). The horizontal datum was the North American Datum of 1983, GRS80 ellipsoid. Differences in datum, ellipsoid, projection, or Universal Transverse Mercator zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdictional boundaries. These differences do not affect the accuracy of this FIRM. All coordinates on this map are in U.S. Survey Feet, where 1 U.S. Survey Foot = 1200/3937 Meters.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. An average offset between NAVD 88 and the National Geodetic Vertical Datum of 1929 (NGVD 29) has been computed for each North Carolina county. This offset was then applied to the NGVD 29 flood elevations that were not revised during the creation of this statewide format FIRM. The offsets for each county shown on this FIRM panel are shown in the vertical datum offset table below. Where a county boundary and a flooding source with unrevised NGVD 29 flood elevations are coincident, an individual offset has been calculated and applied during the creation of this statewide format FIRM. See Section 6.1 of the accompanying Flood Insurance Study report to obtain further information on the conversion of elevations between NAVD 88 and NGVD 29. To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the North Carolina Geodetic Survey at the address shown below. You may also contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

County	Vertical Datum Offset (ft)
Franklin	- 0.95

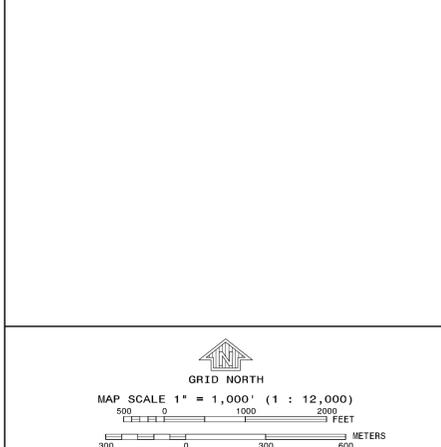
Example: NAVD 88 = NGVD 29 + (-0.95)

All streams listed in the Flood Hazard Data Table below were studied by detailed methods using field survey. Other flood hazard data shown on this map may have been derived using either a coastal analysis or limited detailed riverine analysis. More information on the flooding sources studied by these analyses is contained in the Flood Insurance Study report.



LEGEND

- SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**
 - The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
 - ZONE A** No Base Flood Elevations determined.
 - ZONE AE** Base Flood Elevations determined.
 - ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
 - ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
 - ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
 - ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
 - ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
 - FLOODWAY AREAS IN ZONE AE**
 - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
 - OTHER FLOOD AREAS**
 - ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
 - OTHER AREAS**
 - ZONE D** Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.
 - COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
 - OTHERWISE PROTECTED AREAS (OPAs)**
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- 1% annual chance floodplain boundary
 - 0.2% annual chance floodplain boundary
 - Floodway boundary
 - Zone D Boundary
 - CBRS and OPA boundary
 - Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities. Base Flood Elevation line and value; elevation in feet* Base Flood Elevation value where uniform within zone; elevation in feet*
- *Referenced to the North American Vertical Datum of 1988
- Cross section line
 - Transect line
- 91°07'30", 32°22'30" 4270'00" M
1477'000 FEET
BM5510 x
BM5510 x
M.I.S.
River Mile



NOTES TO USERS

This digital Flood Insurance Rate Map (FIRM) was produced through a unique cooperative partnership between the State of North Carolina and the Federal Emergency Management Agency (FEMA). The State of North Carolina has implemented a long term approach of floodplain management to decrease the costs associated with flooding. This is demonstrated by the State's commitment to map floodplain areas at the local level. As a part of this effort, the State of North Carolina has joined in a Cooperative Technical State agreement with FEMA to produce and maintain this digital FIRM.

www.ncfloodmaps.com

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **Floodways** have been determined, users are encouraged to consult the Flood Profiles, Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for the jurisdictions.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 4.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in the jurisdictions.

Base map information and geospatial data used to develop this FIRM were obtained from various organizations, including the participating local communities, state and federal agencies, and/or other sources. The primary base for this FIRM is aerial imagery acquired as part of the National Digital Orthophoto Program. The time period of collection for the imagery is 1998-1999. Information and geospatial data supplied by the local communities that met FEMA base map specifications were considered the preferred source for development of the base map. See geospatial metadata for the associated digital FIRM for additional information about base map preparation.

Base map features shown on this map, such as **corporate limits**, are based on the most up-to-date data available at the time of publication. **Changes in the corporate limits may have occurred since this map was published.** Map users should consult the appropriate community official or website to verify current conditions of jurisdictional boundaries and base map features.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel changes that differ from what is shown on this map.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each is located.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at www.fema.gov.

An accompanying Flood Insurance Study report, Letter of Map Revision (LOMR) or Letter of Map Amendment (LOMA) revising portions of this panel, and digital versions of this FIRM may be available. Visit the **North Carolina Floodplain Mapping Program** website at www.ncfloodmaps.com, or contact the **FEMA Map Service Center** at 1-800-358-9616 for information on all related products associated with this FIRM. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and their website at www.fema.gov/msc.

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index or visit www.ncfloodmaps.com.

EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP PANEL
JANUARY 16, 2004

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to statewide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if Flood Insurance is available in this community, contact your insurance agent, the North Carolina Division of Emergency Management or the National Flood Insurance Program at the following phone numbers or websites:
NC Division of Emergency Management (919) 715-9000
www.njep.ncem.org
National Flood Insurance Program (1-800-638-6620)
www.fema.gov/nfip

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1844 J

FIRM FLOOD INSURANCE RATE MAP NORTH CAROLINA

PANEL 1844

(SEE LOCATOR DIAGRAM OR MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRANKLIN COUNTY	370377	1844	J
FRANKLIN TOWN OF	370497	1844	J
YOUNGVILLE TOWN OF	370494	1844	J

Notes to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used for insurance applications for the subject community.

EFFECTIVE DATE
JANUARY 16, 2004

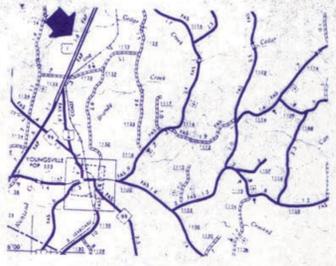
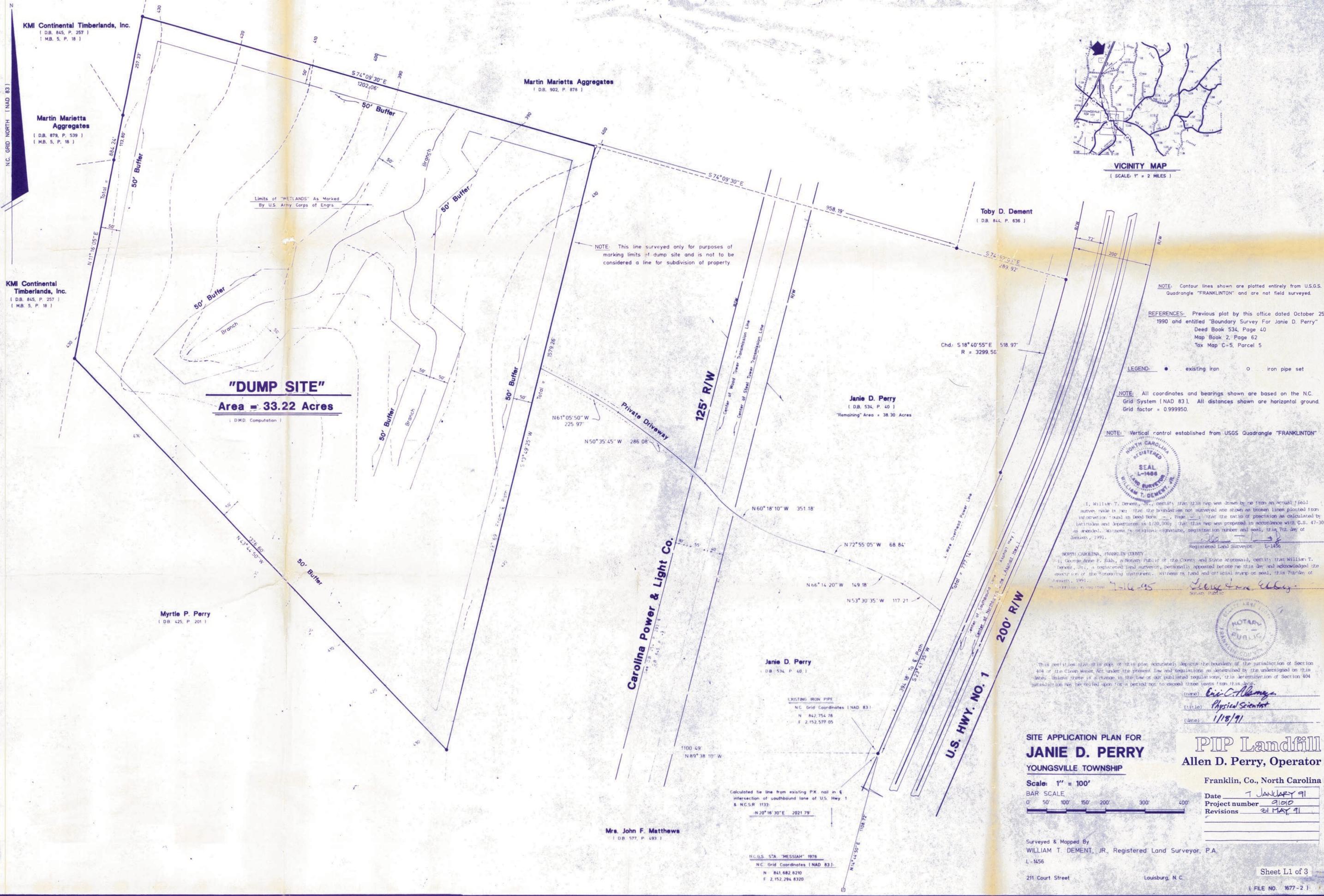
MAP NUMBER
37201844001

State of North Carolina
Federal Emergency Management Agency

Attachment L

Approved Original Site Application for LCID

Janie D. Perry (PIP Landfill)



VICINITY MAP
(SCALE: 1" = 2 MILES)

LEGEND: ● existing iron ○ iron pipe set

NOTE: All coordinates and bearings shown are based on the N.C. Grid System (NAD 83). All distances shown are horizontal ground. Grid factor = 0.999950.

NOTE: Vertical control established from USGS Quadrangle "FRANKLINTON"



1. William T. Dement, Jr., certifies that this map was drawn by me from an actual field survey made by me; that the boundaries not surveyed are shown as broken lines plotted from information found in Deed Book 534, Page 40; that the ratio of precision as calculated by latitudes and departures is 1/20,000; that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal, this 7th day of January, 1991.

North Carolina, Franklin County
I, George Anne E. Eddy, a Notary Public of the County and State aforesaid, certify that William T. Dement, Jr., a registered land surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7th day of January, 1991.



**SITE APPLICATION PLAN FOR
JANIE D. PERRY
YOUNGVILLE TOWNSHIP**

Scale: 1" = 100'
BAR SCALE
0' 50' 100' 150' 200' 300' 400'

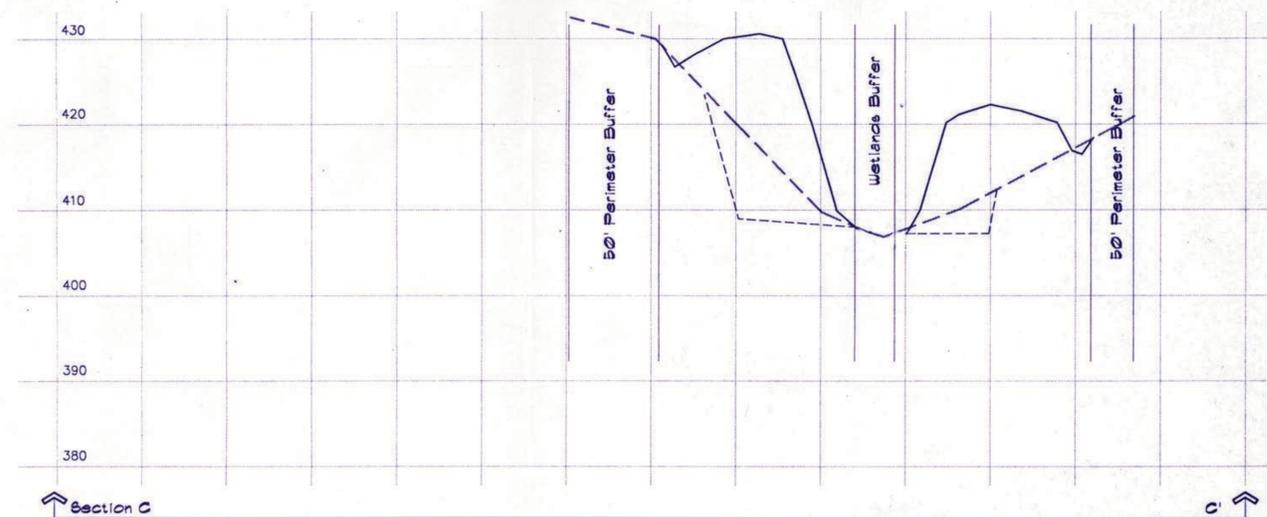
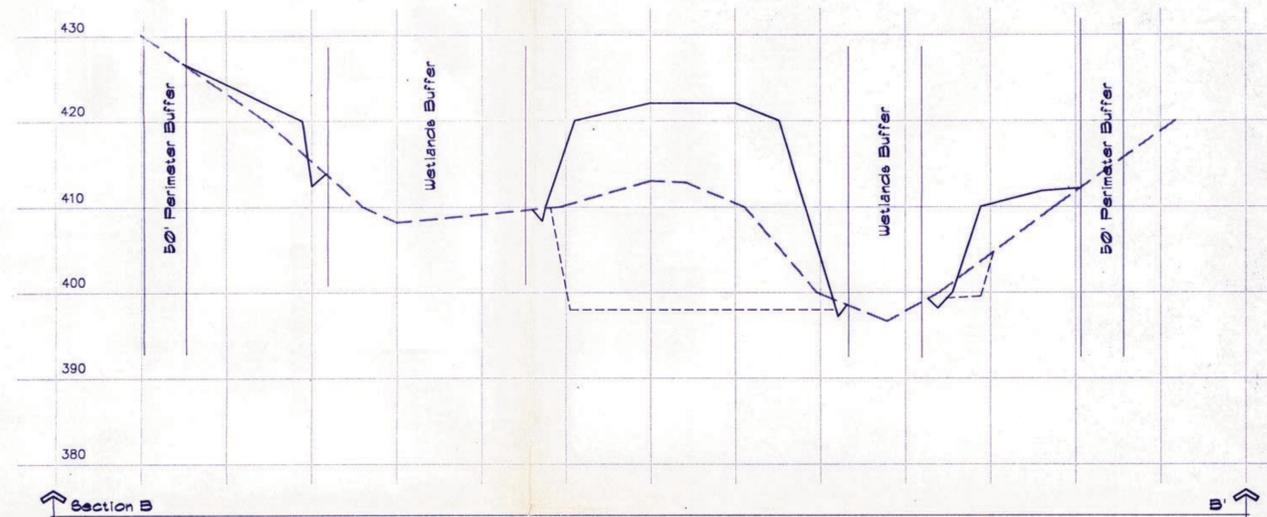
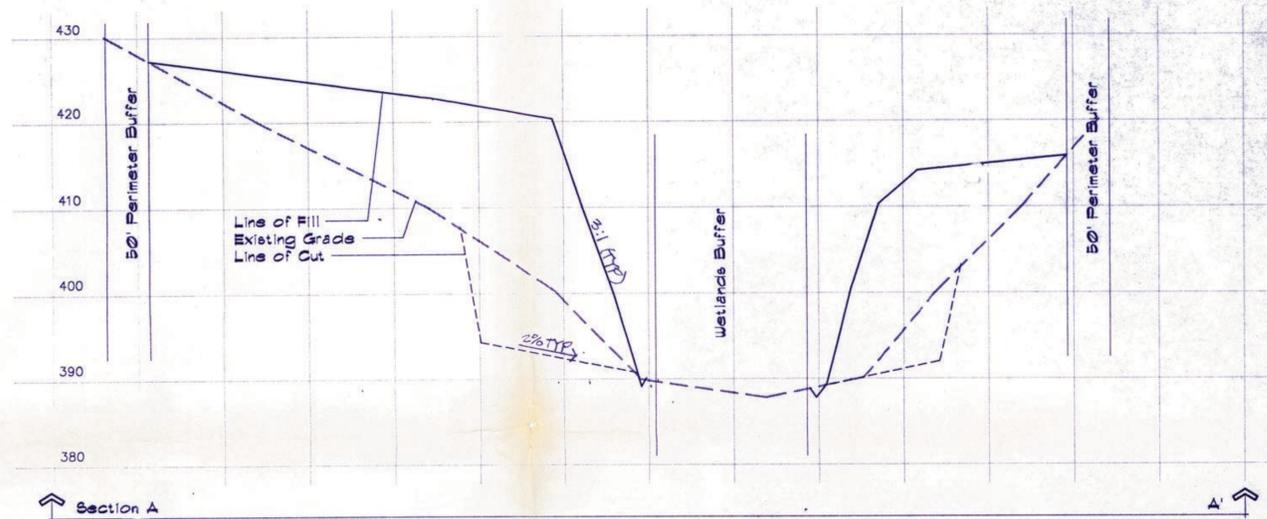
PIP Landfill
Allen D. Perry, Operator

Franklin, Co., North Carolina
Date: 1 JANUARY 91
Project number: 9100
Revisions: 31 MAY 91

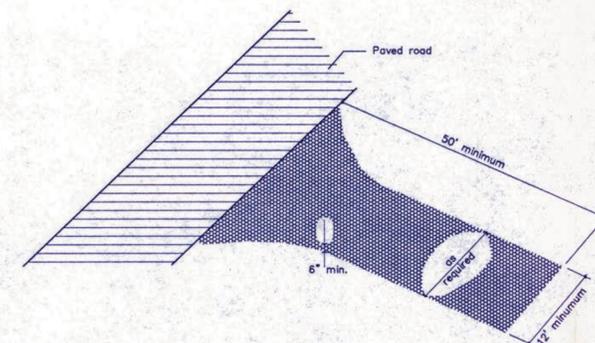
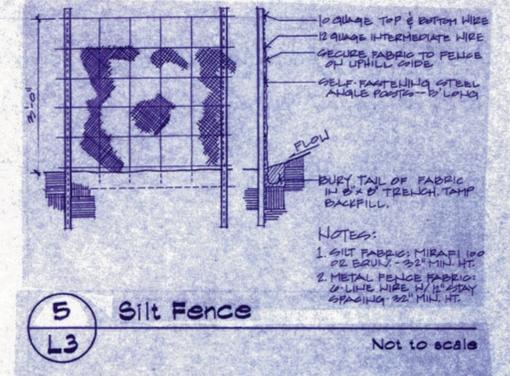
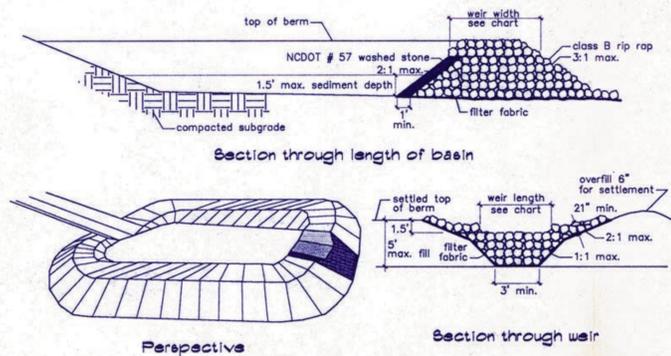
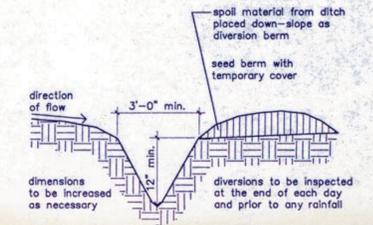
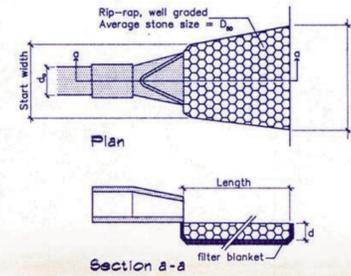
Surveyed & Mapped By
WILLIAM T. DEMENT, JR., Registered Land Surveyor, P.A.
L-1456

211 Court Street
Louisburg, N.C.

Sections



Vertical Scale: 1" = 10'
Horizontal Scale: 1" = 100'



PIP Landfill
Allen D. Perry, Operator
Franklin, Co., North Carolina

Stillwater Design
400 Carolina Avenue Raleigh, North Carolina 27606
(919) 859-2644
LANDSCAPE ARCHITECTURE GRAPHIC DESIGN

Date: 31 MAY 91
Project number: 91010
Revisions: SEDD SILT FENCE Aug 20, 91