NORTH CAROLINA
GUILFORD COUNTY

GUILFORD COUNTY ORDINANCE GRANTING FRANCHISE FOR SANITARY LANDFILL

THIS FRANCHISE AND AGREEMENT, made and entered into by and between GUILFORD COUNTY ("County"), a body politic and corporate of the State of North Carolina, and A-1 SANDROCK, INC. ("Franchisee"), of Guilford County, North Carolina, as of the date shown below, in accordance with N.C. General Statute §130A-294(b)(3), N.C. General Statute §153A-136, N.C. General Statute §153A-46, Section 15.5-5 of the Guilford County Code, and other applicable laws.

WITNESSETH:

WHEREAS, Franchisee desires a non-exclusive franchise required by law to operate a construction and demolition debris sanitary landfill site, 71.16 acres, more or less, located at 2132 Bishop Road in Guilford County (hereinafter "landfill property" or "property" as shown on attached site plan) in a safe and efficient manner in accordance with applicable law and this franchise, and the County desires to grant said franchise on the terms contained herein in the exercise of its governmental functions; and,

total Acreage of the permitted area

WHEREAS, Franchisee warrants that said landfill will be operated in a safe and efficient manner not detrimental to the health, safety, and welfare of the citizens of Guilford County, who shall be intended beneficiaries of this franchise and agreement and all terms hereof.

NOW THEREFORE BE IT ORDAINED that a non-exclusive franchise is hereby granted to Franchisee in strict accordance with applicable law and the terms hereof, as follows:

1. The term of this franchise is ten years from the date of final approval shown below, after second reading by the Guilford County Board of Commissioners. Any renewal requires further approval by the Guilford County Board of Commissioners which considers relevant factors in the renewal process, including the Franchisee's compliance history with its permit, compliance with this franchise agreement, and Franchisee's history of rectifying to the satisfaction of appropriate governing body any notices of violation. The franchise shall not be transferable or assignable in any manner, either by stock transfer, lease, or otherwise. In the event of any

from 11/06/2003 to 11/06/2013

proposed transfer, this franchise will automatically cease and a new franchise must be applied for and approved. However, a proposed transferee may apply prior to a transfer for a new franchise and receive a decision prior to the date of transfer.

2. A-1 Sandrock, Inc. located at 2132 Bishop Road, Greensboro, North Carolina, 27406. A copy of the Articles of Incorporation is attached hereto. Services will be provided in a courteous and competent manner and in compliance with all applicable permits issued by the State of North Carolina. The Franchisee shall not accept waste from any population or geographic region not allowed by such permits. The population to be served will be within a fifty mile radius of the property. Currently, typical customers include building contractors, land clearing contractors, landscaping contractors, concrete and asphalt contractors, tree service companies, and pallet disposal companies. Except as may be required by the terms of this franchise agreement, relating for example, to recycling requirements, or as would otherwise occur in the normal and ordinary course of the operation of a Construction and Demolition Landfill, the site is not to be operated as solid waste transfer facility.

3. Franchisee shall admit only lawfully permitted materials into the landfill and no others. The waste stream will consist of any non-hazardous debris resulting from construction demolition as regulated by the State of North Carolina. By way of example only, and without limitation, such waste includes concrete, stumps, bricks, lumber, asphalt, brush, pallets, studs, sheetrock, shingles, insulation, and cardboard. A-1 Sandrock will implement a recycling process consisting of at least 10% of the total volume by weight or cubic yardage of waste received.

4. A projection of the useful life of the landfill is 20 years. A projection of maximum closure costs at a point ten years from the present is one million five hundred thousand dollars ($1,500,000). Both projections are certified as sufficient by Franchisee according to the best information available to it.

5. A. To assure operation, performance and landfill closure in accordance with this franchise and all applicable laws, Franchisee will deposit, upon request of the County Manager

and prior to beginning operation, cash in the amount of one million five hundred thousand dollars ($1,500,000) with the Guilford County Finance Department. This cash amount, plus interest that accrues, shall be retained during the life of this franchise and shall be non-refundable during that period. Said cash amount and interest may be used in the reasonable discretion of the County Manager or his designee, (1) to effect operation and performance in compliance with the requirements of this franchise and applicable law, (2) to effect closure in compliance with this franchise and applicable law and regulations, either at expiration or revocation of the franchise and/or (3) to effect abatement of contamination at the landfill.

B. Twenty percent (20%) of the interest earned annually by the Finance Department on the $1,500,000 cash deposit shall be retained by Guilford County as an administration fee. Funds remaining at the expiration of this franchise which have not been used by the County for lawful purposes hereunder shall be returned to Franchisee.

C. This cash deposit shall not be construed as a limit of Franchisee's liability hereunder or to limit all other options County may have at law or equity to assure lawful and proper operation, performance and/or closure.

Equipment list

6. The number of employees Franchisee projects to employ in operating the landfill is 12. Franchisee shall provide on request at any time to the Guilford County Manager or his designee updated employment figures. Currently Franchisee projects to utilize the following equipment at the site: (2) Kobelco track excavators, (2) Caterpillar track dozers/loaders, (2) Caterpillar dozers, (1) 950 Caterpillar rubber tire loader, (1) 8875 John Deere skid loader, (10) dump trucks, (1) road tractor, (2) screening plants, (1) water truck and (1) general purpose truck. An updated list of employees and equipment shall be provided upon request by Guilford County.

7. The fee schedule for maximum fees to be charged is attached as Exhibit B and made a part hereof. The Board of Commissioners shall approve in advance any maximum fee changes, including increases or decreases in the maximum fees or new charges of any kind. Franchisee shall not charge fees more than or in addition to those approved by the Board of Commissioners.

The Franchisee may bill customers no more than one month in advance of service. The County shall have the right at any time to review and examine all operational records of Franchisee ating to material accepted, tonnage and volume reports, recycling reports, and other operational information, including such records required to be provided to the State of North Carolina Department of Environment and Natural Resources. Franchisee shall keep accurate and complete records relating to the landfill and its operation for at least ten years past expiration of a franchise term.

8. A complete legal property description and approved site plan for the landfill property are attached hereto as Exhibit C and made a part hereof. Franchisee certifies its fee simple ownership of this property and shall retain such ownership throughout the period of this franchise.

9. Franchisee shall be solely responsible for all acts or omissions arising out of ownership and/or operation of the landfill. Franchisee expressly hereby agrees to save and hold harmless and defend Guilford County, its agents, employees and assigns, from and against all ims, demands, acts, damages, and omissions whatever arising out of ownership and/or operation of the landfill, including all costs and attorney's fees. Franchisee shall maintain in full force and effect at all times liability insurance against damage to persons or property arising out of the collection, transportation, or disposal of solid waste by Franchisee or its agents at the landfill in addition to the cash deposit set out in Section 5 hereof. Said liability insurance shall indemnify and hold Guilford County harmless and shall name Guilford County as an additional insured. Policy limits shall be not less than $1,000,000 per incident and $2,000,000 aggregate. In addition, Franchisee shall provide automobile, workers' compensation, and other insurance required by law. Certificates of insurance will be provided to the County upon request. Copies of the approved liability and other referenced insurances are attached hereto as Exhibit D.

10. Franchisee hereby warrants that it will operate the landfill in a safe and lawful manner. Franchisee shall be strictly liable for pollution and contamination of the ground, surface except for Acts of God, acts of war, or contamination originating offsite and caused by third parties. Franchisee warrants that it will not allow disposal at the landfill of, and that landfill may not contain, hazardous or toxic waste or substances, which are defined to include those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes which are or become regulated under any local, state, or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. sec. 1251 et seq., (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1371), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S. C. 9601). It is agreed and understood that Guilford County is the intended beneficiary of this strict liability and warranty and other warranties in this franchising agreement.

11. Franchisee shall utilize modern equipment and professional procedures in providing services at the landfill. Guilford County, Guilford County Health Department, and State officials, and their agents, shall have access in their legitimate regulatory capacity to the landfill site at all times to inspect, monitor and/or test the site, equipment, and solid waste, and to observe the processes and procedures solely in order to determine compliance with all safety laws, rules and regulations.

12. The County Manager or his designee(s) shall act as Administrator of this franchise. In the event that the Administrator determines that the facility is operating in a manner which is

unlawful or contrary to the Franchise, he or she shall immediately inform the Franchisee. If the dangerous condition is not rectified within twenty-four (24) hours, the Administrator may, in his or her sole discretion, and without further notice or right to a hearing, issue a temporary closure and stop work order which shall be effective for not more than forty-eight (48) hours. This temporary ex parte order may not be extended, but the County may pursue revocation as set out in paragraph 13 hereof.

13. In the event Franchisee fails to comply with any franchise requirement(s) or conditions, including but not limited to hazardous substances, cash deposit, and/or liability insurance or site plan requirements, or applicable law, Franchisee shall be subject to permanent revocation of the franchise, and/or abatement order, and/or closure of the landfill, following ten days notice and opportunity to be heard by the Guilford County Board of Commissioners. The decision of the Board of Commissioners shall be made according to relevant factors, including history of compliance with existing permits, history of compliance with the franchise agreement, seriousness and number of violations, and steps taken to correct violations. Decisions as to revocation, abatement, and/or closure shall be made in the reasonable discretion of the Board of Commissioners. In addition, and in the alternative, Franchisee and its agents shall be subject to any enforcement actions or remedies allowed by law, including suit for damages, injunction, use of the cash bond described in paragraph 5 hereof, civil penalties, abatement, and/or criminal prosecution.

14. All information provided herein by Franchisee is warranted to be correct and it is understood that false or misleading information may result in revocation of the franchise.

15. It is understood and agreed that operation of the landfill is subject to and contingent upon compliance with all other requirements and permits required by applicable law, including but not limited to land use approvals and approvals/permits required by the State of North Carolina.

16. This agreement with attachments constitutes the entire franchise and understanding between the parties. The franchise and agreement shall not be amended except in writing and upon due approval of the Guilford County Board of Commissioners.

17. This franchise and agreement shall be effective upon approval by the Guilford County Board of Commissioners on second reading, as provided in N.C. General Statute §153A-46.

Approved on second reading this 6th day of November, 2003.

APPROVED AS TO CONTENT:

Department Representative

ATTEST:

Clerk to Board

ATTEST:

Corporate Secretary

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

11/18/03

Finance Director

APPROVED AS TO FORM & LEGALITY:

County Attorney

GUILFORD COUNTY

Deputy County Manager

A-1 SANDROCK, INC.

President

APPROVED AS TO LEGAL SUFFICIENCY:

County Attorney

EXHIBIT A

State of North Carolina

Department of the Secretary of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, *Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (* 4 *sheets) to be a true copy of*

ARTICLES OF INCORPORATION

OF

A-1 SANDROCK, INC.

and the probates thereon, the original of which was filed in this office on the 17th *day of* November *19* 87 *, after having been found to conform to law.*

In Witness Whereof, *I have hereunto set my hand and affixed my official seal.*

Done in Office, *at Raleigh, this* 17th *day of* November *in the year of our Lord 19* 87.

291945

12/87/87
1) CORPORATIONS 291945 5.00
4) CERTIFICATIONS ADDL PAGE(S) 8.00

RECORDED
KAY F. PATSEAVOURIS
REGISTER OF DEEDS
GUILFORD COUNTY

DEC 7 3 44 PM '87

Secretary of State

BK3631 PG1090

EXHIBIT A

ARTICLES OF INCORPORATION

OF

A-I SANDROCK, INC.

We, the undersigned, natural persons of the age of twenty-one years or more, do hereby associate ourselves into a business corporation under the laws of the State of North Carolina, as contained in Chapter 55 of the General Statutues of North Carolina entitled "Business Corporation Act," and the several amendments thereto, and to that end do hereby set forth:

ARTICLE I

The name of the corporation is A-I Sandrock, Inc.

ARTICLE II

The period of duration of the corporation shall be perpetual and unlimited.

ARTICLE III

The objects for which this corporation are formed are:

To make, enter into, perform and carry out contracts for diging, and mining of sandrock or other stones or minerals and preparing to carry on in all the businesses of builders, contractors and such other trades and businesses that are connected with the general business of masonry and sandrock excavation, sale, contracting and construction.

To take over, acquire, own, sell, lease, hire, hold, control, manage, maintain and operate any installation or establishment for the manufacture, preparation and production of sandrock or other rock or stones and supplies and generally deal in and with all such articles and materials.

To act as agents, brokers, factors, commission merchants, carriers, contractors, builders, decorators, managers, or otherwise in entering into, undertaking, performing and carrying out, conducting any and all things set forth in the certiciate as objects, purposes, or powers which it may do for itself and to exercise as powers and to the same extent that natural persons might do and in

any state in the United States to the full extent permitted to corporations organized under the corporation laws of North Carolina.

ARTICLE IV

The aggregate number of shares which the corporation will have authority to issue is one thousand shares, at one hundred dollars per share, divided into one class only. Designation of this class, number of shares of such class is as follows:

Class	Series	Number of Shares	Per Value Per Share
Common	None	1,000	$100.00

ARTICLE V

The minimum amount of consideration for its shares to be received by the corporation, before it shall commence business, is Three Hundred and no/100 ($300.00) dollars.

ARTICLE VI

The address of the initial registered office and the name of the registered agent of the corporation, including county and city and street number is RONALD EUGENE PETTY, 2132 Bishop Road, Greensboro, North Carolina, 27406, Guilford County.

ARTICLE VII

The number of directors of the corporation may be fixed by the by-laws, but shall not be less than two and no more than five.

The number of directors consituting the initial Board of Directors shall be two and the names and addresses of the persons who shall serve as directors until the first meeting of shareholders, or until their successors are elected and qualified are:

Name	Address
Ronald Eugene Petty	2132 Bishop Road Greensboro, North Carolina 27406
Betty Bishop Petty	2132 Bishop Road Greensboro, North Carolina 27406

EXHIBIT A

ARTICLE VIII

The names and the addresses of all of the Incorporators are:

Name	Address
Ronald Eugene Petty	2132 Bishop Road Greensboro, North Carolina 27406
Betty Bishop Petty	2132 Bishop Road Greensboro, North Carolina 27406

ARTICLE IX

In addition to the general powers granted corporations under the laws of the State of North Carolina, the corporation shall have full power and authority to appoint and elect a committee from the Board of Directors, consisting of at least two, to handle and direct the internal affairs of the corporation and said decisions of said committee shall be recorded in the minutes of the corporation minute book and be binding on the corporation.

IN TESTIMONY WHEREOF, we have hereunto set our hands on this the 4 day of November, 1987.

Ronald Eugene Petty (SEAL)
RONALD EUGENE PETTY

Betty Bishop Petty (SEAL)
BETTY BISHOP PETTY

EXHIBIT A

NORTH CAROLINA

GUILFORD COUNTY

I, J. C. Barefoot, Jr., a Notary Public for the aforesaid County and State, do hereby certify that Ronald Eugene Petty and Betty Bishop Petty personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 4 day of [illegible], 1987.

(SEAL)
Notary Public

My Commission Expires:
Oct 1991

J. C. BAREFOOT, JR. NOTARY PUBLIC GUILFORD COUNTY, N.C.

EXHIBIT B

The maximum fee to be charged will not exceed the higher of (1) the White Street Landfill municipal solid waste tipping fee per ton of waste delivered to the site, (2) the Kersey Valley Landfill tipping fee per ton of waste delivered to the site, or (3) $38.00 per ton of waste delivered to the site. Tonnage must be scaled on a certified scale and reported to the County and State as required by law. Discounts may be applied to this rate, including discounts based upon volume or composition of waste. Fees may be adjusted with the approval of the Board of Commissioners.

EXHIBIT C

BEGINNING AT A STONE, SAID STONE BEING THE NORTHEASTERNMOST CORNER OF LOT 4 OF MAP 2 OF THE MRS. W. S. BARBER SUBDIVISION, AS PER PLAT BOOK 56, PAGE 78, GUILFORD COUNTY REGISTRY, AND ALSO BEING THE SOUTHWESTERNMOST CORNER OF THE PROPERTY DESCRIBED IN BOOK 3852, PAGE 2157, AND RUNNING THENCE SOUTH 04°34'46" WEST 109.78 FEET; THENCE SOUTH 49°41'35" WEST 1646.63 FEET TO A STONE; THENCE NORTH 47°37'45" WEST 247.03 FEET TO AN AXLE, BEING THE NORTHWESTERNMOST CORNER OF LOT 3 OF MAP 2 OF THE SAID MRS. W. S. BARBER SUBDIVISION; THENCE NORTH 06°29'01" EAST 325.97 FEET TO AN IRON PIPE; THENCE NORTH 83°22'52" WEST 483.47 FEET TO A POINT IN HICKORY CREEK; THENCE MEANDERING WITH HICKORY CREEK NORTH 13°41'17" WEST 82.78 FEET; THENCE NORTH 17°47'30" EAST 100.05 FEET; THENCE NORTH 22°54'58" 100.72 FEET; THENCE NORTH 26°16'38" EAST 101.61 FEET; THENCE NORTH 10°21'46" EAST 50.25 FEET; THENCE NORTH 05°30'56" EAST 16.37 FEET; THENCE NORTH 20°28'44" EAST 43.13 FEET; THENCE NORTH 14°58'44" EAST 50.99 FEET; THENCE NORTH 20°34'42" EAST 50.25 FEET; THENCE NORTH 26°17'20" EAST 50.00 FEET; THENCE NORTH 20°34'42" EAST 50.25 FEET; THENCE NORTH 50°49'38" EAST 25.41 FEET; THENCE NORTH 31°35'13" EAST 56.57 FEET; THENCE NORTH 24°43'23" WEST 50.99 FEET; THENCE NORTH 15°42'13" WEST 50.04 FEET; THENCE NORTH 22°30'12" WEST 50.64 FEET; THENCE NORTH 56°52'48" EAST 38.24 FEET; THENCE NORTH 59°36'19" WEST 79.43 FEET; THENCE NORTH 11°40'03" WEST 110.16 FEET; THENCE NORTH 14°47'23" WEST 100.00 FEET; THENCE NORTH 15°22'06" WEST 99.02 FEET; THENCE NORTH 08°09'24" WEST 34.62 FEET; THENCE NORTH 47°38'19" EAST 38.44 FEET; THENCE NORTH 11°13'35" WEST 72.55 FEET; THENCE NORTH 01°42'41" EAST 69.58 FEET; THENCE NORTH 60°13'56" EAST 86.82 FEET; THENCE NORTH 24°49'49" EAST 48.33 FEET; THENCE NORTH 59°23'56" EAST 56.89 FEET; THENCE NORTH 54°12'01" EAST 57.21 FEET; THENCE NORTH 73°00'02" EAST 50.09 FEET; THENCE SOUTH 74°02'41" EAST 22.32 FEET; THENCE NORTH 45°44'04" EAST 37.22 FEET; THENCE NORTH 19°20'22" EAST 20.25 FEET; THENCE NORTH 07°30'32" EAST 80.14 FEET TO A NEW IRON PIPE IN THE SOUTHERN MARGIN OF BISHOP ROAD (SR 1116); THENCE NORTH 07°30'32" EAST 31.96 FEET TO A POINT IN THE CENTERLINE OF BISHOP ROAD; THENCE ALONG SAID CENTERLINE NORTH 78°09'29" EAST 418.81 FEET; THENCE SOUTH 81°47'32" EAST 186.52 FEET TO AN IRON PIPE; THENCE SOUTH 00°23'07" EAST 170.87 TO AN IRON PIPE, A COMMON CORNER WITH GOINS (SEE BOOK 2898, PAGE 95); THENCE SOUTH 82°52'31" EAST 995.35 FEET TO AN IRON PIPE; AND THENCE ALONG A COMMON LINE WITH D & D ASPHALT & TRUCKING, INC. SOUTH 05°48'59" WEST 876.54 FEET TO THE POINT AND PLACE OF BEGINNING, AND BEING 69.833 ACRES (AND 0.327 ACRES IN THE RIGHT OF WAY OF BISHOP ROAD), MORE OR LESS, ACCORDING TO A SURVEY BY BORUM, WADE AND ASSOCIATES, P.A., DATED JANUARY 15, 1996, AND BEING THE SAME PROPERTY CONVEYED BY SHERIFF'S DEED DATED NOVEMBER 20, 1992 RECORDED IN BOOK 4026, PAGE 1803, GUILFORD COUNTY REGISTRY.

000200

BB&T Insurance Services, Inc.

Insurance Services of the Triad
7823 National Service Rd. (27409)
P.O. Box 18708
Greensboro, NC 27419
(336) 605-2020
Fax (336) 605-2030

September 17, 2003

Mr. Gene Petty
A-1 Sandrock, Inc.
2132 Bishop Road
Greensboro, NC 27406

Re: C&D Franchise – Bishop Road

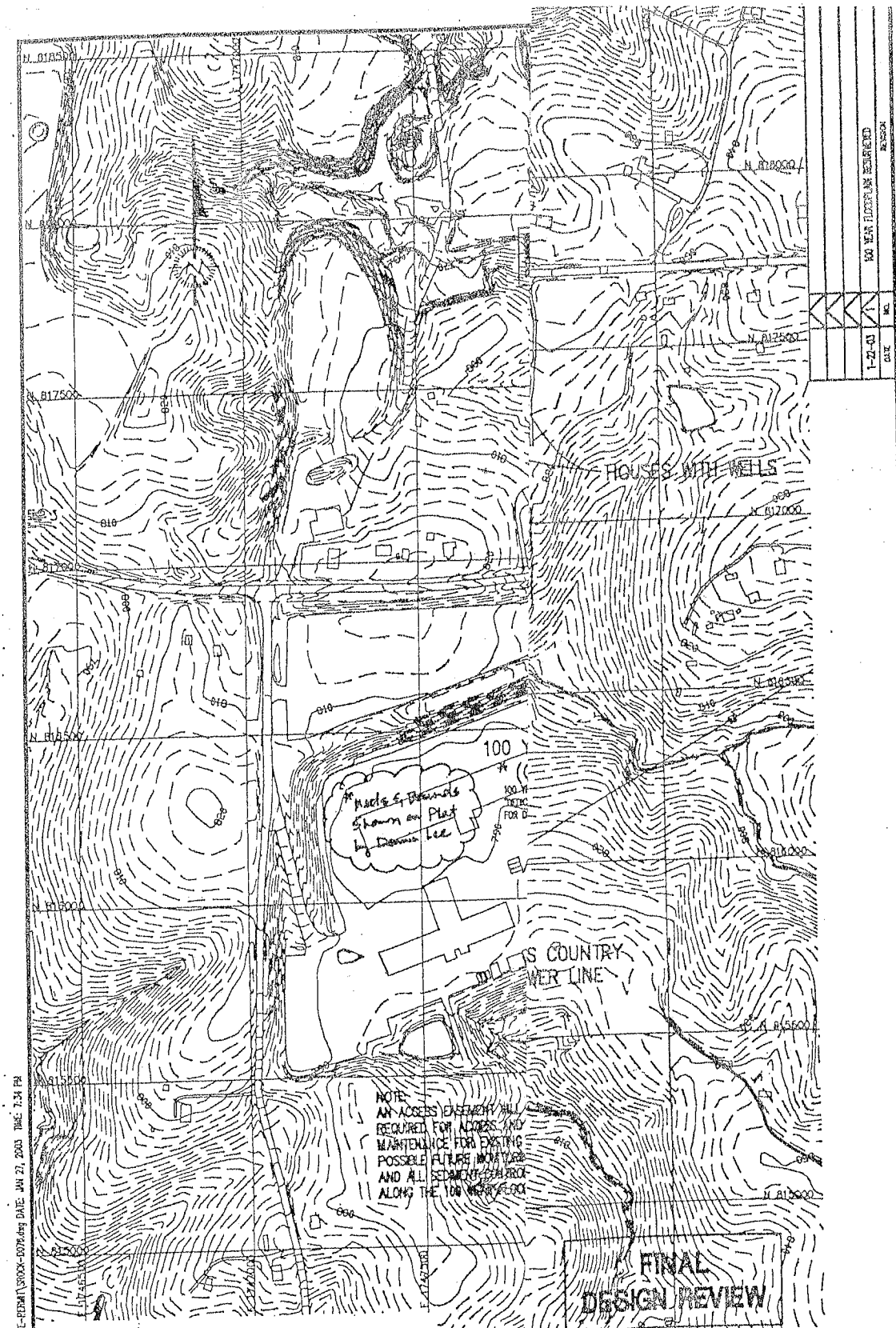
Dear Gene,

I have reviewed the Guilford County C&D Franchise agreement and the insurance requirements. We will be able to place the General Liability coverage with Essex Insurance Company (rated A by A.M. Best Company and a member of Markel Corporation Group) when you are ready to open the landfill.

I look forward to working with you on this project.

Sincerely,

Frank R. Poole, III, CPCU



NOTES:

1. 200' BUFFER ALONG PROPERTY LINES TO REMAIN UNDISTURBED EXCEPT FOR ACCESS ROADS.
2. 50' BUFFER ALONG STREAMS TO REMAIN UNDISTURBED EXCEPT FOR ACCESS ROADS.
3. TEMPORARY CONSTRUCTION ACCESS AND PERMANENT EMERGENCY ACCESS ALONG CONCORD CHURCH ROAD.

REFERENCE NOTES:

1. GUILFORD COUNTY TAX MAP FOR SUMTER TOWNSHIP: ACL-3-185-7555-7, D.B. 4458, PG. 780.
2. TOPOGRAPHY WITHIN PROPERTY BOUNDARY FROM AERIAL PHOTOGRAPHY DATED 3-27-01, BY SPATIAL DATA. TOPOGRAPHY OUTSIDE PROPERTY BOUNDARY FROM AERIAL PHOTOGRAPHY DATED 1995, BY GUILFORD COUNTY GIS DEPARTMENT.
3. BOUNDARY INFORMATION FROM BOUNDARY MAP PREPARED BY L. DENNIS LEE, P.L.S., DATED NOV. 14, 2002.
4. SANITARY SEWER EASEMENT FROM PLANS PREPARED BY DAVIS-MARTIN-POWELL & ASSOCIATES, INC. DATED 12-14-00

C:\HAH-CAD\CAD\DCARRETT\sandrock-2\sheets\SITE-PERMIT\SROCK-0076.dwg DATE: JAN 27, 2003 TIME: 7:34 PM

DATE	NO.	REVISION
1-22-03	1	100 YEAR FLOODPLAIN REQUIRED

David Garrett, P.G., P.E.
Engineering and Geology
5105 Harbour Towne Drive, Raleigh, North Carolina 27604
E-mail: david_garrett_pg@mindspring.com 919-231-1818 (Office and Fax) 919-418-4375 (mobile)

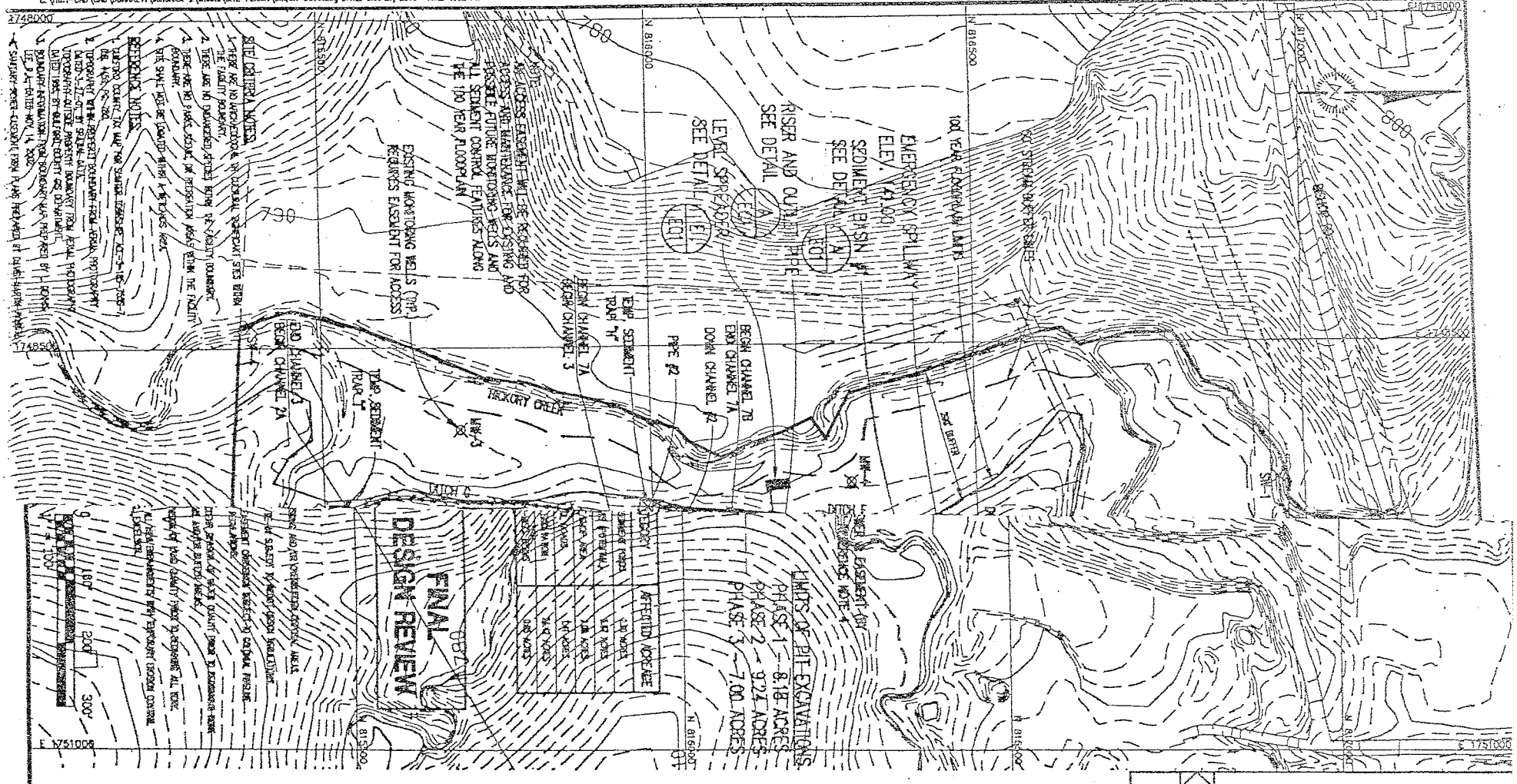
SEAL

PROJECT TITLE:
PERMIT APPLICATION
A-1 SANDROCK C.D.L.F.
GUILFORD COUNTY, N.C.

DRAWING TITLE:
EXISTING CONDITIONS AND MONITORING WELL LOCATIONS

DESIGNED BY: G.D.G.	DRAWN BY: A.W.H.
CHECKED BY: G.D.G.	PROJECT NO.: SANDROCK-2
SCALE: 1"= 200'	DATE: JAN. 2003
FILE NAME: SROCK-0076	
SHEET NO. 2	DRAWING NO. S1

C:\H&H-CAD\CAD\DGARRETT\sandrock-2\sheets\SITE-PERMIT\SROCK-D077.dwg DATE: JAN 27, 2003 TIME: 7:32 PM



DATE	NO.	REVISION
1-22-03	2	SEDIMENT BASIN MODIFIED
1-22-03	1	100 YEAR FLOODPLAIN RESURVEYED

DRAWING TITLE:

PROPOSED BASE GRADES, SEDIMENTATION AND EROSION CONTROL PLAN

PROJECT TITLE:

PERMIT APPLICATION
A-1 SANDROCK C.D.L.F.
GUILFORD COUNTY, N.C.

SEAL: NORTH CAROLINA PROFESSIONAL SEAL 15616 ENGINEER DAVID GARRETT 1/22/03

SEAL:

David Garrett, P.G., P.E.
Engineering and Geology
8105 Harbour Towne Drive, Raleigh, North Carolina 27604
E-mail: david_garrett_pg@mindspring.com 919-231-1818 (Office and Fax) 919-412-4375 (mobile)

DESIGNED BY	G.D.G.
DRAWN BY	A.W.H.
CHECKED BY	G.D.G.
PROJECT NO.	SANDROCK-2
SCALE	1" = 100'
DATE	JAN. 2003
FILE NAME	SROCK-D077
SHEET NO.	3
DRAWING NO.	S2

NORTH CAROLINA
Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL,** Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

A-1 SANDROCK, INC.

the original of which was filed in this office on the 5th day of December, 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 5th day of December, 2003

Elaine F. Marshall

Secretary of State

Document Id: C20033390020
1

SOSID: 0218339
Date Filed: 12/5/2003 3:00:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200333900201

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
BUSINESS CORPORATION

Pursuant to §55-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: A-1 SANDROCK, INC.

2. The text of each amendment adopted is as follows :

   Article III of the Aticles of Incorporation filed in the Office of the Secretary of State of North Carolina on November 17, 1987, are hereby amended to include the following: The objects for which this corporation are formed are: to operate a land cleaaring and inert debris landfill (a "LCID"), and further to operate any other form of waste management operation permited by applicahble laws and do all things necessary or appropriate in connection therewith.

3. This amendment does not provide for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment.

4. The date of adoption of each amendment was as follows: December 01, 2003.

5. The amendment was approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the North Carolina General Statutes.

5. These articles will be effective upon filing, unless a delayed time and date is specified:

This the 1st day of December, 2003

A-1 SANDROCK, INC.

BY: Ronald Eugene Petty
RONAL EUGENE PETTY, PRESIDENT
Type or Print Name and Title

GUILFORD COUNTY
OFFICE OF THE COUNTY ATTORNEY

RECEIVED
APR - 3 2009
SOLID WASTE SECTION

March 19, 2009

Mr. Ronald Eugene Petty, President
A-1 Sandrock, Inc.
2132 Bishop Road
Greensboro, NC 27407

Re: Guilford County Contract No(s). 00163A-11/03-153

To Whom it May Concern:

Enclosed for the company's records is the above referenced, fully executed document. Thank you.

Sincerely,

Dasha W. Brown

Dasha Brown
Legal Administrative Assistant

Enclosures

301 West Market Street • Post Office Box 3427 • Greensboro, North Carolina 27402 • (336) 641-3383 • Fax (336) 641-6833

NORTH CAROLINA

GUILFORD COUNTY

GUILFORD COUNTY
CONTRACT NO. 00163A-11/03-153
AMENDMENT NO. 1

GUILFORD COUNTY ORDINANCE GRANTING FRANCHISE FOR CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL GRANTED TO A-1 SANDROCK, INC.

THIS AGREEMENT made and entered into by and between GUILFORD COUNTY ("County"), a body politic and corporate of the State of North Carolina, and A-1 SANDROCK, INC. shown below, in accordance with N.C. General Statute §130A-294(b1) (3), N.C. General Statute §153A-136, N.C. General Statute §153A-46, Section 15.5-5 of the Guilford County Code, and other applicable laws as they have been modified or amended by the State of North Carolina and Guilford County, amends and modifies the previously granted Franchise to operate a Construction and Demolition Debris Landfill and insures that permitting and operation of the site is in full compliance with applicable state statutes and regulations. Therefore the parties have agreed to the following amendments and supplements to the existing Franchise Agreement as approved by the Guilford County Board of County Commissioners on November 6, 2003. The previously terms of the franchise remain in full force and effect except as amended or modified below:

WITNESSETH:

1. Paragraph 2 of the Franchise is amended as follows: The correct address of the subject property is 2091 Bishop Road in Guilford County, North Carolina. Further the geographic area to be served by the franchisee may include the following counties within a fifty mile radius of the site: Guilford, Randolph, Rockingham, Alamance, Forsyth, Davidson, Stokes, Surry, Yadkin, Caswell, Person, Orange, Durham, Chatham, Moore, Montgomery, Stanley, Rowan, Cabarrus, Lee and Davie. Except as modified herein, the provisions of Paragraph 3 remain in full force and effect.
2. Paragraph 3 of the Franchise is amended as follows: Franchisee anticipates the site will dispose of between 200 and 300 tons per day in volume of debris. The County's Solid Waste plan establishes a goal of 0% waste stream increase over the next ten years and therefore the operation of the franchise with 10% recycling works toward the established goal. Franchisee intends to operate a Treatment and Processing facility on the site to receive, process (grind and stockpile) and distribute inert materials (mostly wood debris and recycled aggregates) derived from its permitted waste stream. Except as modified herein, the provisions of Paragraph 3 remain in full force and effect.

3. Paragraph 4 of the Franchise is amended as follows: A projection of the useful life of the landfill is twenty (20) years. A projection of the maximum closure cost at a point ten (10) years from the granting of the Franchise is approximately one million ($1,500,000) dollars, which cost shall be bonded with the State of North Carolina through the Department of Environment and Natural Resources. Both projections are certified as sufficient by Franchisee according to the best information available to it. Franchisee shall comply fully with all statutory and regulatory requirements regarding closure.

4. Paragraph 5 of the franchise is amended in its entirety as follows:

   A. Franchisee shall timely provide and update all financial assurance obligations as required by North Carolina General Statutes and Solid Waste regulations and as required by all permits issued and monitored by the Division of Solid Waste of the North Carolina Department of Environment and Natural Resources.

5. Paragraph 8 of the Franchise is amended as follows: Proposed phased development plans, facility plan, boundaries of waste, final elevations and capacity of all waste disposal units as well as location of soil borrow areas, leachate facilities and all other facilities and infrastructure including ingress and egress and their terms as described in Exhibits F through K attached hereto are expressly made a part of this agreement. Except as modified herein, the provisions of Paragraph 8 remain in full force and effect.

6. Paragraph 9 of the Franchise is amended as follows: Franchisee shall be solely responsible for all acts or omissions arising out of ownership and/or operation of the landfill. Franchisee expressly hereby agrees to save and hold harmless and defend Guilford County, its agents, employees and assigns, from and against all claims, demands, acts, damages and omissions whatever arising out of ownership and/or operation of the landfill, including all costs and attorney's fees. Franchisee shall maintain in full force and effect at all times general liability insurance against damage to persons or property arising out of the collection, transportation, or on-site disposal operations by Franchisee or it's agents at the landfill. Said general liability shall indemnify and hold Guilford County harmless and shall name Guilford County as an additional Insured. Policy limits shall not be less than $1,000,000 per incident and $2,000,000 aggregate. Said general liability insurance policy is not to be construed as environmental pollution coverage. In addition, Franchisee shall provide automobile, workers' compensation, and other insurance required by law. Certificates of insurance shall be provided to the County upon request. Copies of the approved liability and other referenced insurances are attached hereto as Exhibit D.

7. Paragraph 11 of the Franchise is amended as follows: In addition to any State requirements, Franchisee will submit to the County by the 10th of each month reports with specific information concerning the volume received as described by county of geographic origin, volume recycled, number of loads turned away (if any), reason for any refusal and the identity of any customer of refused load and a list of all customers, described by county of geographic origin. Except as modified herein, the provisions of Paragraph 11 remain in full force and effect.

This amendment to the Franchise Agreement shall be effective upon approval by the Guilford County Board of Commissioners on second reading, as provided in N.C. General Statute §153A-46.

Approved on second reading this 8th day of January, 2009.

APPROVED AS TO CONTENT:

Planning & Development Department Representative

GUILFORD COUNTY

Interim County Manager

A-1 SANDROCK, INC.

President

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

N/A

Finance Director

APPROVED AS TO FORM & LEGALITY:

2/9/09

County Attorney's Office

ATTEST:

Clerk to Board

ATTEST:

Corporate Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

3/17/09

County Attorney's Office