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ROBERT H. EPSTEIN
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May 15, 2009

RECEIVED
MAY 18 2009
WASTE SECTION

VIA OVERNIGHT MAIL

Ed Mussler, P.E.
Permitting Branch Head
Solid Waste Section – Permitting Branch
NC DENR – Division of Waste Management
401 Oberlin Road, Suite 150
Raleigh, NC 27605

Re: Waste Connections, Inc. – Notice of Intent to Purchase Stock in Chambers Development of North Carolina, Inc. and Waste Connections of North Carolina, Inc. – Notice of Intent to Purchase the Queen City Transfer Station

Dear Mr. Mussler:

Thank you for your letter dated April 30, 2009 with respect to the above matters. The undersigned represents Waste Connections, Inc. and we are working with our local North Carolina counsel, Mr. Steve Parascandola. This response on behalf of Waste Connections, Inc. ("WCN") and Waste Connections of North Carolina, Inc. ("WCN/NC") is in the order presented in your letter of April 30, 2009.

Your letter indicates that in order for Waste Connections, Inc. to own and operate the Chambers Development municipal solid waste landfill in Anson County and the Queen City transfer Station, Waste Connections, Inc. must submit a permit application and be issued a permit for each facility. With respect to the Anson Municipal Solid Waste Landfill (NC DENR Permit No. 04-03), as has been discussed previously, the only transfer occurring here is a change in the ownership of Chambers Development of North Carolina, Inc. to Waste Connections, Inc. Chambers currently holds Permit No. 04-03 and it is our understanding that this permit will continue to be issued to and held by Chambers Development of North Carolina, Inc., which is now a subsidiary of Waste Connections, Inc. With respect to the Queen City Transfer Station, we understand that a permit for that facility will need to be issued. As requested, enclosed are the application fees in the amount of $30,000.00 (Check #1417148) for the Anson Municipal

Solid Waste Landfill and $3,000.00 (Check #1417147) for the Queen City Municipal Solid Waste Transfer Station.

COMPLIANCE HISTORY AND FINANCIAL QUALIFICATION

With respect to the compliance history and financial qualification, you have acknowledged that the Division has already received our April 6, 2009 submission of this information on behalf of Waste Connections, Inc., which information will be reviewed upon payment of the application fees. The April 6th submission consisted of the following documents:

- Notice of Violation Report;
- Consent Order Agreements;
- Permit Information Table;
- List of Officers and Facilities;
- Annual Report (FY 2008);
- Form 10-Q for the period ended September 30, 2008; and
- Fourth Quarter 2008 results and 2009 Outlook.

Please proceed to complete your review and advise us if NC DENR has any questions, or if you are in need of any additional information.

Enclosed with this letter is a list of all financial assurance mechanisms currently in place in response to your request for the same. As indicated, these are either surety bonds or trust funds.

Your letter requests information relating to categories of liabilities and obligations. Waste Connections, Inc. does not have any CERCLA liabilities or obligations. It also has no RCRA Subtitle C liabilities or obligations. Except as otherwise disclosed in our April 6, 2009 packet of documents or in the Financial Assurance information enclosed herein, there are no RCRA Subtitle D liabilities and obligations for closed landfills, no RCRA Subtitle D liabilities and obligations for operating landfills, nor are there any state liabilities and obligations for solid waste management facilities.

PERMIT APPLICATIONS

With respect to the permit applications, we acknowledge that Permit No. 04-03 and Permit No. 60-14 include both construction and operational aspects of each facility.

APPLICATION FOR MUNICIPAL SOLID WASTE LANDFILL PERMIT

With respect to the application for the Anson Municipal Solid Waste Landfill Permit, please find enclosed the following:

(1) Sworn Statement signed by Kurt R. Shaner as Southern Region Engineering Manager for Waste Connections, Inc., acknowledging items 1(a) through 1(g), as well as a specimen

corporate resolution authorized by the Board of Directors of WCN authorizing Mr. Shaner to bind WCN. If this meets your approval, please advise and we will distribute for signatures.

(2) Copy of letter from Anson County Board of Commissioners consenting to the assignment of the franchise to Waste Connections, Inc. We have been advised the original was sent to Mr. Dexter Matthews, along with the attachments.

(3) A Specimen Financial Assurance instrument is enclosed with this letter. Please advise if you require any changes. The FAI will issue concurrent with the issuance of the permit.

(4) Please see Attachment 1 outlining the general information, as requested; and

(5) In connection with your request for the legal description of the property and a complete copy of the current land deed, since there will be no transfer of title to the real estate, we believe the information you have will remain unchanged. If you have a need for supplemental information, please let us know.

PUBLIC NOTICE AND COMMENT PERIOD ON DRAFT PERMIT

We acknowledge NC DENR will publish public notice and have a 45-day comment period with respect to the Anson Landfill change in ownership and WCN's qualifications to own the company that holds the Anson Landfill Permit.

APPLICATION FOR MUNICIPAL SOLID WASTE TRANSFER STATION PERMIT

With respect to the application for the Queen City Municipal Solid Waste Transfer Station Permit, please find enclosed the following:

(1) Sworn Statement signed by Kurt R. Shaner as Southern Region Engineering Manager for Waste Connections, Inc., acknowledging items 1(a) through 1(f), as well as a specimen corporate resolution authorized by the Board of Directors of WCN/NC authorizing Mr. Shaner to bind WCN/NC. If this meets your approval, please advise and we will distribute for signatures.

(2) Attachment 2 outlining the general information for the facility;

(3) Legal description of the property, title commitment, and copy of the current land deed; and

(4) Financial Assurance Mechanism. We acknowledge that you may require a financial assurance instrument for the transfer station, but this will be determined subsequently.

Per your request, we will submit the landfill and transfer station applications by paper and electronic copy. When you believe these applications are complete, please advise Mr.

Shaner, with copies to Mr. Parascandola and me when the Division will be in a position to proceed with its review. We look forward to working with you. Thank you for your assistance.

Very truly yours,

Robert H. Epstein

Enclosures—as stated

cc: James M. Little (w/o enclosures)
Kurt R. Shaner (w/o enclosures)
Patrick J. Shea, Esq. (w/o enclosures)
Steve Parascandola, Esq. (w/o enclosures)
Tom Mounteer, Esq. (w/o enclosures)

Principal	Obligee	Description	Bond Amount
Finney County LF	KDHE	Post Closure	$1,364,748.00
Finney Colunty LF	KDHE	Closure	$1,025,714.00
Finney Colunty LF	KDHE	Closure	$33,002.00
Waste Connections Inc DBA: Waste Connection of Colorado	State of Colorado Dept of Public Heatlh	Post Closure	$1,119,455.99
Waste Connections, Inc.-Bituminous, Inc.	Kentucky NR & Environment	Post Closure of Hopkins County Regional Landfill	$2,706,479.56
LRI: Pierce County Recy	State of WA	Closure	$237,500.00
Laurel Ridge Landfill			$2,291,561.55
Laurel Ridge Landfill			$2,834,261.04
Fountain Landfill	Broad Acre Landfill, Inc.		$721,238.75
Doyle Road	Broad Acre Landfill, Inc.		$845,728.79
Doyle Road	Broad Acre Landfill, Inc.		$1,015,192.64
Brent Run Landfill	County of Genessee	Post-Closure - Permit 406671	$1,196,784.00
Waste Connections of Colorado, Inc. (Southside L/F)		Post-Closure	$1,112,100.00
Wasco County Landfill	ODEQ	Post-Closure	$938,656.00
Finley Buttes Landfill	ODEQ	Post-Closure	$1,110,980.00
Osage Landfill	Oklahoma DEQ		$1,352,947.24
Osage Landfill	Oklahoma DEQ	Post-Closure	$1,058,577.85
J Bar J Land, Inc.	NE DEQ	Closure	$1,396,022.00
J Bar J Land, Inc.	NE DEQ	Post Closure	$1,338,101.52
Butler County Landfill	NE DEQ	Closure: Butler County Material Recovery Facility	$6,900.54
Waste Connections or NE, Gering	NE DEQ	Closure: Brdgeport Transfer Station	$14,740.00
Waste Connections or NE, Gering	NE DEQ	Closure: Scottsbluff Transfer Station	$14,740.00
Butler County Landfill	NE DEQ	Closure: Butler County Construction and Demolition Landfill	$261,837.00
Butler County Landfill	NE DEQ	Post Closure : Butler County Construction and Demolition Landfill	$51,370.00
Denver Regional Landfill, inc.	Co Dept of Public Health & Environment	Post Closure	$1,793,217.30

Principal	Obligee	Description	Bond Amount
Fountain Landfill	Broad Acre Landfill, Inc.		$1,414,163.90
Waste Connections Inc DBA: Waste Connection of Colorado	State of Colorado Dept of Public Heatlh	Closure	$961,092.22
Waste Connections, Inc.-Bituminous, Inc.	Kentucky NR & Environment	Closure of Hopkins County Regional Landfill	$1,774,665.00
Pierce County Recycling	Tacoma-Pierce County Board of Health	Closure	$113,550.00
Pierce County Recycling	Tacoma-Pierce County Board of Health	Closure	$555,990.00
Pierce County Recycling	Tacoma-Pierce County Board of Health	Closure	$141,181.00
WCI of NE:Central Sanitation	NE DEQ	Closure	$10,523.00
WCI : Sanitation Systems, Inc.	NE DEQ	Closure	$5,538.00
Southern Plains Landfill	Oklahoma DEQ	Closure / Post-Closure	$3,894,875.44
Scott Solid Waste	TN		$3,399,455.48
Cold Canyon Landfill, Inc.	California Integrated Waste Management Board	Closure	$6,787,000.00
Cold Canyon Landfill, Inc.	CIWMB	Post Closure	$6,144,000.00
WC of KS, Inc.	KDHE	Closure/Post Closure	$173,919.00
Nobles County Landfill		Closure/Post Closure	$2,686,850.00
Cold Canyon Landfill, Inc.	CIWMB	Financial Assurance	$500,653.00
TN Waste Movers, Inc.	TN Dept of Environment		$267,346.25
Red Carpet Landfill		Closure / Post-Closure	$3,395,349.29
Camino Real Environmental Center, Inc.	NMED	Closure/Post Closure	$3,781,886.00
Wasco County Landfill	ODEQ	Closure	$5,224,506.00
Finley Buttes Landfill	ODEQ	Closure	$2,680,738.00
Oklahoma Landfill	Oklahoma DEQ	Decrease Rider to Surety Bond	$3,122,430.00
Oklahoma Landfill	Oklahoma DEQ	Increase Rider to Surety Bond	$2,461,347.00
Quad Cities Landfill - Phase IV	IEPA	Closure and Post-Closure	$5,097,283.00
Denver Regional Landfill, inc.	Co Dept of Public Health & Environment	Closure	$2,424,204.69
Invironmental Trust Co: Meadow Branch Landfill	TN DEC	Closure / Post-Closure	$3,855,424.79
LRI: Pierce County Recy	TPCHD	Post-Closure	$3,982,770.00

Principal	Obligee	Description	Bond Amount
LRI: Pierce County Recy	TPCHD	Closure	$7,238,986.00
Laurel Ridge Landfill			$2,438,000.00
Avenal Landfill	CIWMB	Closure	$6,651,310.91
Avenal Landfill	CIWMB	Post-Closure	$6,457,931.97
Avenal Landfill	CIWMB	Corrective Action	$591,192.40
Waste Connections of Colorado, Inc. (Southside L/F)		Closure	$1,243,849.31
Waste Services of N.E. Mississippi, Inc.	Mississippi DEQ	Closure	$2,940,744.00
Waste Services of N.E. Mississippi, Inc.	Mississippi DEQ	Post-Closure	$2,179,256.00
Brent Run Landfill	County of Genessee	Closure - Permit406671	$5,890,999.00
Waste Connections of the Carolinas	SD Cdpt of Health & Environmental Control	Cosure Permit 422323-6001	$64,767.00
Waste Connections of Texas, LLC		Closure Permit Number MSW2235	$34,312.00
Anderson County Landfill, Inc.	SC Dept of Health & Environmental Control	Closure Amount Permit 042651-1101	$3,635,124.00
Anderson County Landfill, Inc.	SC Dept of Health & Environmental Control	Post-Closure Permit 042651-1101	$2,980,770.00
Chiquita Canyon, Inc.	CIWMB	Closure Bond	$12,987,628.00
Chiquita Canyon, Inc.	CIWMB	Post-Closure	$14,762,746.00
Portrero Hills Landfill, Inc.	CIWMB	Closure	$21,430,514.00
Portrero Hills Landfill, Inc.	CIWMB	Post-Closure	$5,384,856.00

TRUST FUNDS

Location Name	State	Market Value of Restricted Cash
Finley Buttes Landfill	Oregon	1,111,058
CRC Westvan Transfer	Washington	2,157,362
Butler County	Nebraska	1,989,446
Garbage Co. - NES	Nebraska	535,452
G and P LF	Nebraska	2,333,156
Whaley Waste	Iowa	10,543
Brent Run Landfill	Michigan	1,793,110
Tehama - Red Bluff Hauling	California	100,000
Green Team of San Jose	California	6,600
OKC Landfill	Oklahoma	874,591
Plum Thicket	Kansas	644,787
Southside Landfill	Colorado	20,558
LeFlore Co. Landfill	Mississippi	2,547,426
LRI	Washington	11,306,873

STATE OF Tennessee)
) ss
COUNTY OF Shelby)

SWORN STATEMENT

I, Kurt R. Shaner, being duly sworn upon my oath, state that:

(a) Waste Connections, Inc. has obtained copies of, and is familiar with, all of the permits and amendments and modifications to the permits issued under Permit No. 04-03 for the Chambers Development of North Carolina, Inc. municipal solid waste landfill, including copies of all documents approved and incorporated into the permits issued under Permit No. 04-03;

(b) Waste Connections, Inc. intends and agrees to construct and operate the landfill in accordance with the existing permits, including all of the approved permit documents, conditions of the permits, and agreements between Allied Waste Industries, Inc. (now merged into Republic Services, Inc.,) and the Petitioners in contested case number 00 EHR 0938;

(c) Waste Connections, Inc. intends and agrees to construct and operate the landfill in accordance with the franchise issued by Anson County to Chambers Development of North Carolina, Inc., on March 5, 1997, which franchise incorporates the Agreement entered June 4, 1991, between Anson County and Chambers Development of North Carolina;

(d) Waste Connections, Inc. is familiar with the statutes and rules governing municipal solid waste landfills codified at Article 9 of Chapter 130A of the North Carolina General Statutes and 15A North Carolina Administrative Code 13B Section .1600, and intends and agrees to construct and operate the landfill in accordance with said statutes and rules;

(e) the information presented in the application is true, accurate, and complete to the best of the signatory's knowledge;

(f) the signatory understands 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 Statutes, Rules, or terms or conditions of a permit.; and

(g) the address, telephone number and e-mail address of the corporate official who signs the application in accordance with this paragraph, together with a copy of the resolution or other corporate document authorizing said action on behalf of the corporation is attached.

Name: Kurt R. Shaner
Title: Southern Region Engineering Manager

On this 15 day of May, 2009, before me personally appeared, Kurt R. Shaner, Southern Region Engineering Manager for Waste Connections, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

ELAINE DEVRIES
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Elaine Devries
Notary Public

MY COMMISSION EXPIRES:
November 15, 2010

My term expires: 11/15/2010

SPECIAL CONSENT OF THE DIRECTORS

OF

WASTE CONNECTIONS, INC.

MAY 4, 2009

The undersigned, constituting all of the Directors of Waste Connections, Inc., a Delaware corporation (the "Company") do hereby waive notice and consent to and adopt the following resolution, which action shall have the same force and effect as if taken by vote at a meeting of the Directors of the Company (the "Directors") duly called and held:

> ***RESOLVED,*** that Kurt Shaner, Southern Region Engineering Manager of the Company, and such persons as he may designate (the "Authorized Persons") be, and each hereby is, authorized and directed in the name and on behalf of the Company, to execute any and all documents, do any and all acts and things, and deliver any and all documents and instruments as may be necessary and requisite in the premises, and that his signature, in his capacity as Southern Region Engineering Manager, on any such documents or instruments in this transaction, shall be binding on the Company, and any of its affiliates or subsidiaries including, without limitation, Waste Connections of North Carolina, Inc., in connection with any applications for permits to be issued by the North Carolina Department of Environment and Natural Resources for the Anson County Landfill.

_____
Ronald J. Mittelstaedt

_____
Robert H. Davis

_____
Edward E. Guillet

_____
Michael W. Harlan

_____
William I. Razzouk

BEING ALL OF THE DIRECTORS OF WASTE CONNECTIONS, INC.

Anson County Board of Commissioners
101 S. Greene St., Suite 205
Wadesboro, NC 28170

Board of County Commissioners:
Anna H. Baucom, 105 Brent St., Wadesboro, NC 28170, Chairman
Ross Streater, 179 Johnson Melton Road, Morven, NC 28119, Vice Chairman
Bobby Sikes, 1615 Grassy Island Road, Wadesboro, NC 28170
Dr. James V. Sims, 1257 Winfield Road, Polkton, NC 28135
Harold C. Smith, 604 Salisbury Street, Wadesboro, NC 28170
Claude A. Spencer, 7765 Vintage Rd., Lilesville, NC 28091
Jarvis T. Woodburn, 71 Kings Dr., Wadesboro, NC 28170

Vance E. Gulledge, County Manager
(704)994-3200
Bonnie M. Huntley, CMC, Clerk to the Board
Phone (704) 994-3201
Fax (704) 994-3239

George C. Bower, Jr., Attorney
Phone (704) 694-5515

May 5, 2009

Mr. Dexter R. Matthews, Director
Division of Waste Management
North Carolina Department of Environment
and Natural Resources
1614 Mail Service Center
Raleigh, North Carolina 27699-1646

Re: Anson County Landfill

Dear Mr. Matthews:

I am writing to inform you of Anson County's position with respect to Republic Services' sale of all stock in Chambers Development of North Carolina to Waste Connections, Inc. As you know, Chambers Development is and always has been the owners and operator of the Anson County landfill. In addition, Chambers Development always has operated the landfill under a County solid waste disposal franchise and under a host agreement with the County. While the stock of Chambers Development has changed hands in the past (first to USA Waste, then to Allied Waste, and then in a merger between Allied Waste and Republic, and now to Waste Connections), the County is and always has been of the position that the owner of the landfill, Chambers Development, has not changed and therefore no new franchise or other action is required of the County.

Anson County has consistently maintained this position since before the landfill opened. I have enclosed a copy of my June 16, 1998 letter to you regarding Allied's purchase of Chambers' stock. There our Commission stated that "over the thirty-year life of the Franchise there will inevitably be changes in Chambers' ownership and in the ownership of Chambers' parent corporation (publicly traded)...These changes do not invalidate either the Franchise or the [host] Agreement." That conclusion remains true today.

5 May, 2009

As with the previous stock sale to Allied, Republic representatives have kept County officials aware of this sale of the stock of Chambers Development to Waste Connections. For example, at the January 6, 2009 meeting of the County Board of Commissioners, representatives of Republic appeared and informed the Board of this sale. During Republic's presentation before the Board, Republic reminded the Board of the general history of the landfill and advised the Board of this sale. The minutes read in part:

> Commissioner Sims asked if they [the County] would inherit the same contract with Mr. Green [Republic] answering that the asset today is known as Chambers Development and all permits are attached to this and this would not change. Commissioner Sims asked if we would be dealing with the original contract drawn up by Chambers with Mr. Green answering yes and all things associated with the contract.

I have enclosed with this letter an excerpt of the approved January 6, 2009 meeting minutes. At the meeting, the Board raised no concerns with the sale, nor did any member of the public. In addition, on March 20, 2009, representatives of Republic and of Waste Connections visited with representatives of the County to further discuss this sale and no concerns were raised.

In the end, the County views this sale as it did the previous sale and the previous merger – Chambers Development will continue to be the landfill, owner, operator, franchisee and contracting party with the County. Therefore, in our view, no new franchise or other action is required of the County for Chamber's continued operation of the landfill.

With best regards,

Anna H. Baucom

Anna H. Baucom, Chair
Anson County Board of Commissioners

ABH/bmh

Enclosure

"DRAFT"

Performance Bond

Date Bond Executed:

Effective Date:

Principal:	Chambers Development of North Carolina, Inc. 2295 Iron Point, Suite 200 Folsom, California 95630
Type of Organization:	Corporation
State of Incorporation:	
Surety(ies):	Ohio Indemnity Company 250 East Broad Street, 7th Floor Columbus, Ohio 43215
Permit Number:	04-03
Name and Location:	Anson Waste Management Facility 375 Allied Road Polkton, North Carolina 28135

Closure Amount: $2,596,440.14
Post-Closure Amount: $-0-
Total Penal Sum of Bond: $2,596,440.14

Surety's Bond Number:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"DRAFT"

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

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

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

Principal: **Chambers of North Carolina, Inc.**

By:_____

(Corporate Seal)

Surety: **Ohio Indemnity Company**

By: _____
Kathleen P. Price, Attorney-In-Fact

(Corporate Seal)

State of incorporation: Ohio

Liability limit: $2,596,440.14

Bond premium: $25,964.00

"DRAFT"

Performance Bond

Date Bond Executed:

Effective Date:

Principal:	Chambers Development of North Carolina, Inc. 2295 Iron Point Circle, Suite 200 Folsom, California 95630
Type of Organization:	Corporation
State of Incorporation:	
Surety(ies):	Ohio Indemnity Company 250 East Broad Street, 7th Floor Columbus, Ohio 43215
Permit Number:	04-03
Name and Location:	Anson Waste Management Facility 375 Allied Road Polkton, North Carolina 28135

Closure Amount: $-0-
Post-Closure Amount: $1,610,950.95
Total Penal Sum of Bond: $1,610,950.95

Surety's Bond Number:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"DRAFT"

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

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

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

Principal: **Chambers of North Carolina, Inc.**

By:_____

(Corporate Seal)

Surety: **Ohio Indemnity Company**

By: _____
Kathleen P. Price, Attorney-In-Fact

(Corporate Seal)

State of incorporation: Ohio

Liability limit: $1,610,950.95

Bond premium: $16,110.00

Attachment 1

4. General Information for the Facility:

a. Chambers Development Municipal Solid Waste Landfill (Anson Landfill)

b. Kurt R. Shaner
Southern Region Engineering Manager
Waste Connections, Inc.
8304 Walnut Grove Road, Suite 100
Cordova, TN 38018
(901) 259-8249
kurts@wasteconnections.com

c. The applicant will continue to own the landfill. There will be no transfer of title to the real estate and we believe the information you have will remain unchanged.

d. Kurt R. Shaner
Southern Region Engineering Manager
Waste Connections, Inc.
8304 Walnut Grove Road, Suite 100
Cordova, TN 38018
(901) 259-8249
kurts@wasteconnections.com

P0775 Queen City
P 0976 Chambers Dev

STATE OF Tennessee)
) ss
COUNTY OF Shelby)

SWORN STATEMENT

I, Kurt R. Shaner, being duly sworn upon my oath, state that:

(a) Waste Connections, Inc. has obtained copies of, and is familiar with, the permit and any amendments and modifications to the permit issued under Permit No. 60-14 for the Queen City Transfer Station issued to Republic Services, Inc., including copies of all documents approved and incorporated into the permit(s) issued under Permit No. 60-14;

(b) Waste Connections, Inc. intends and agrees to operate and maintain the transfer station in accordance with all existing permits, including all of the approved permit documents, conditions of the permits, local zoning ordinances and any use permits, stormwater management permits, and any other State or local permits and approvals applicable to the transfer station;

(c) Waste Connections, Inc. is familiar with the statutes and rules governing municipal solid waste transfer stations codified at Article 9 of Chapter 130A of the North Carolina General Statutes and 15A North Carolina Administrative Code 13B Section .0400, and intends and agrees to operate and maintain the transfer station in accordance with said statutes and rules;

(d) the information presented in the application is true, accurate, and complete to the best of the signatory's knowledge;

(e) the signatory understands 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 Statutes, Rules, or terms or conditions of a permit; and

(f) the address, telephone number and e-mail address of the corporate official who signs the application in accordance with this paragraph, together with a copy of the resolution or other corporate document authorizing said action on behalf of the corporation is attached.

Name: Kurt R. Shaner
Title: Southern Region Engineering Manager

On this 15 day of May, 2009, before me personally appeared, Kurt R. Shaner, Southern Region Engineering Manager for Waste Connections, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

ELAINE DEVRIES
STATE OF
TENNESSEE
NOTARY
PUBLIC
SHELBY COUNTY

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Elaine Devries
Notary Public

MY COMMISSION EXPIRES:
November 15, 2010

My term expires: 11/15/2010

SPECIAL CONSENT OF THE DIRECTORS

OF

WASTE CONNECTIONS OF NORTH CAROLINA, INC.

MAY 4, 2009

The undersigned, constituting all of the Directors of Waste Connections of North Carolina, Inc., a Delaware corporation (the "Company") do hereby waive notice and consent to and adopt the following resolution, which action shall have the same force and effect as if taken by vote at a meeting of the Directors of the Company (the "Directors") duly called and held:

> ***RESOLVED,*** that Kurt Shaner, Southern Region Engineering Manager of the Company, and such persons as he may designate (the "Authorized Persons") be, and each hereby is, authorized and directed in the name and on behalf of the Company, to execute any and all documents, do any and all acts and things, and deliver any and all documents and instruments as may be necessary and requisite in the premises, and that his signature, in his capacity as Southern Region Engineering Manager, on any such documents or instruments in this transaction, shall be binding on the Company, in connection with any applications for permits to be issued by the North Carolina Department of Environment and Natural Resources for the Queen City Transfer Station.

_____
Ronald J. Mittelstaedt

_____
Robert H. Davis

_____
Edward E. Guillet

_____
Michael W. Harlan

_____
William I. Razzouk

BEING ALL OF THE DIRECTORS OF WASTE CONNECTIONS OF NORTH CAROLINA, INC.

Attachment 2

2. General Information for the Facility:

a. Queen City Transfer Station

b. Kurt R. Shaner
Southern Region Engineering Manager
Waste Connections, Inc.
8304 Walnut Grove Road, Suite 100
Cordova, TN 38018
(901) 259-8249
kurts@wasteconnections.com

c. Title to the real estate will be transferred to Waste Connections of North Carolina, Inc. The legal description of the transfer station facility will remain unchanged.

d. Kurt R. Shaner
Southern Region Engineering Manager
Waste Connections, Inc.
8304 Walnut Grove Road, Suite 100
Cordova, TN 38018
(901) 259-8249
kurts@wasteconnections.com

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

stewart
title guaranty company

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

President

Senior Chairman of the Board

Countersigned by:

Authorized Signatory

Chairman of the Board

Stewart Title Guaranty Company
Company

Charlotte, NC
City, State

08070874

STEWART TITLE GUARANTY COMPANY

COMMITMENT SCHEDULE A

COMMITMENT NO: 08070874

EFFECTIVE DATE: December 15, 2008 at 8:00 A.M.

1. POLICIES TO BE ISSUED: AMOUNT

(a) ALTA OWNER'S POLICY To Be Determined

Proposed Insured:

To be determined

(b) ALTA LOAN POLICY

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Queen City Transfer, Inc., now known as Republic Services of North Carolina, LLC by merger (Tract One)

Republic Real Estate Holding, Inc. (Tract Two)

4. The land referred to in this commitment is described as follows:

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

Issued through:
Stewart Title Guaranty Company
National Title Services
200 S. College St., Suite 1640
Charlotte, NC 28202

SCHEDULE B - SECTION I

COMMITMENT NO: 08070874

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record

   Deed from Republic Services of North Carolina, LLC, sucessor by merger to Queen City Transfer, Inc., to a Buyer to be determined vesting fee simple title to Tract One.

   Deed from Republic Services Real Estate Holding, Inc. to a Buyer to be determined vesting fee simple title to Tract Two.

   Other instruments to be executed and recorded in order to effectuate the proposed transaction will be specified when the details of said transaction have been provided to the Company.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors

3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.

5. Payment in full of taxes for the year 2008, now due and payable.

6. Recordation in the Mecklenburg County Registry of the Articles of Merger evidencing the merger of Queen City Transfer, Inc. into Republic Services of North Carolina, LLC, pursuant to and in compliance with the provisions of NCGS 55D-26.

7. In regard to Republic Services of North Carolina, LLC the Company will require the following:

   a. Articles of Organization (certified by State of Registration);
   b. Certificate of Existence (State of Registration);
   c. Certificate of Good Standing (State of Registration);
   d. Certificate of Qualification to Conduct Business (if applicable); and
   e. Resolution of Managing Members.

   Any changes in status must be furnished to the Company prior to closing.

Continued on next page

COMMITMENT B - SECTION I CONTINUED

COMMITMENT NO: 08070874

8. In regard to Republic Services Real Estate Holding, Inc., the Company will require the following:

   a. Certificate of Incorporation;
   b. Certificate of good standing;
   c. Certificate of Foreign corporation (if applicable);
   d. Corporate resolution authorizing the proposed transaction.

   Any changes in status must be furnished to the Company prior to closing.

9. The Company's form of Owner/Seller/Contractor Affidavit and Indemnity to be executed by Republic Services of North Carolina, LLC.

10. The Company's form of Owner/Seller/Contractor Affidavit and Indemnity to be executed by Republic Services Real Estate Holding, Inc.

11. Other requirements to be satisfied prior to closing will be specified when the details of the proposed transaction have been provided to the Company.

    NOTE: The Company reserves the right to make additional requirements or to take additional exceptions upon review of all required documents or in otherwise ascertaining further details of the transaction.

SCHEDULE B - SECTION II

COMMITMENT NO: 08070874

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:
   (a) Rights or claims of parties in possession not shown by the public records.
   (b) Easements, or claims of easements, not shown by the public records.
   (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
   (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
   (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
   (f) Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
   (g) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

3. Taxes for the year 2009 and subsequent years, not yet due and payable.

4. Easements, setback lines and any other matters shown or noted on plat recorded in Map Book 27, Page 345, Mecklenburg County Registry.

5. Easement(s) and/or right(s) of way to Duke Power Company recorded in Book 881, Page 147, Mecklenburg County Registry.

6. Easement(s) and/or right(s) of way to Southern Bell Telephone and Telegraph Company recorded in Book 892, Page 99, Mecklenburg County Registry.

7. Easement(s) as reserved in deeds recorded in Book 8488, Page 921 and Book 10312, Page 967, Mecklenburg County Registry. (affects Tract One only)

8. Terms and conditions of driveway easements reserved in deed recorded in Book 8488, Page 921, Mecklenburg County Registry. (affects Tract Two only)

9. Rights of tenants in possession under unrecorded leases.

Continued on next page

SCHEDULE B - SECTION II CONTINUED

COMMITMENT NO: 08070874

10. All matters and facts which would be disclosed by a current and accurate survey and inspection of the property.

NOTE: The following is noted for informational purposes only:

Certificate of Assumed Name for Limited Liability Company (LLC) recorded in Book 11977, Page 784, Mecklenburg County Registry.

Lack of direct access to a public road from Tract Two. Access is via the easement shown on plat recorded in Map Book 27, Page 345 and granted and described in deed recorded in Book 8488, Page 921, Mecklenburg County Registry.

EXHIBIT "A"

Tract One:

Being all of Tract 1 as shown on the plat of survey entitled "Chambers of North Carolina, Inc. (Crossroads Development Company)" recorded in Map Book 27, page 345, Mecklenburg County Registry, containing 5.83 acres, more or less; LESS AND EXCEPT that parcel of land containing approximately 400 square feet more particularly described as follows: Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, as beginning at a point located S 44-14 W 82.68 feet to a rebar marking the northeasterly corner of Tract 1 as shown on the plat of survey entitled "Chambers of North Carolina, Inc (Crossroads Development Company)" recorded in Map Book 27, Page 345, Mecklenburg County Registry; and running thence from said beginning point S 31-56-11 W 20 feet to a point; thence N 58-3-49 W 20 feet to a point; thence N 31-56-11 E 20 feet to a point; thence S 48-3-49 E 20 feet to the point and place of beginning; and being the same as shown on the plat of survey entitled "Billboard Sign Easement" prepared by William A. Soiset, NCRLS, dated February 23, 1999 and revised February 26, 1999. FURTHER LESS AND EXCEPTED all of Lot 2B as shown on plat recorded in Map Book 39, page 813 of the Mecklenburg County Registry.

Tract Two:

Parcel One--Fee Simple
Lying and being in the City of Charlotte, Mecklenburg County, North Carolina , and being all of Tract 2, containing 5.01 acres as shown on the plat of survey recorded in Map Book 27, page 345, Mecklenburg County Registry.
Parcel Two—Driveway Easement
Lying and Being in the City of Charlotte, Mecklenburg County, North Carolina, and being all of that certain driveway easement as shown on map recorded in Map Book 27, page 345, Mecklenburg County Registry, being that same easement described in Book 8488, Page 921, Mecklenburg County Registry.

CONDITIONS

1 The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2 If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations

3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties You may review a copy of the arbitration rules at <http://www.alta.org>.*

stewart
title guaranty company

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

and

Stewart Title and Escrow, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V if the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

* Information we receive from you, such as on applications or other forms.
* Information about your transactions we secure from our files, or from our affiliates or others
* Information we receive from a consumer reporting agency.
* Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

* Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
* Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information

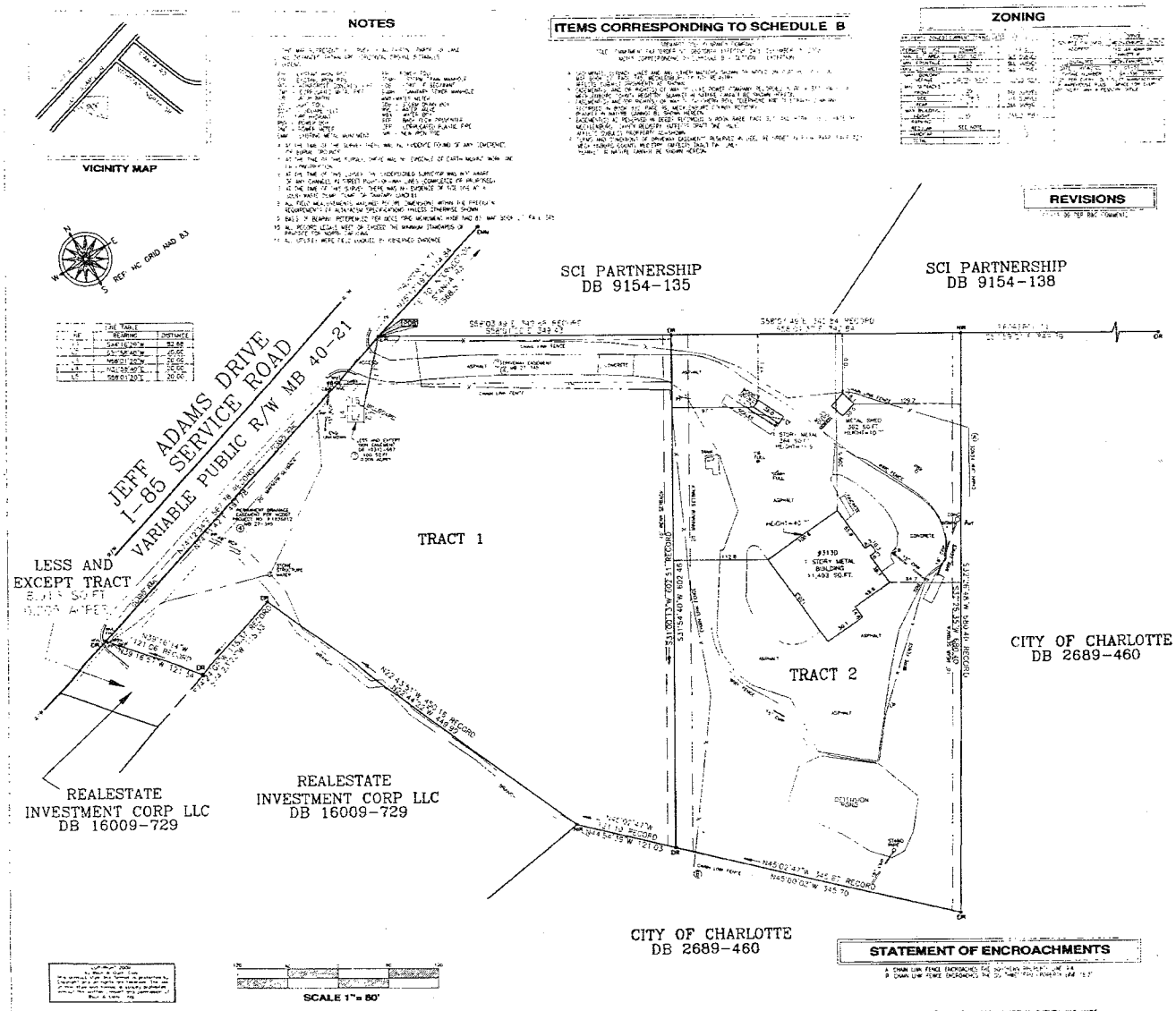
NOTES

ITEMS CORRESPONDING TO SCHEDULE B

ZONING

REVISIONS

SURVEY DESCRIPTION



STATEMENT OF ENCROACHMENTS

PROPERTY IS LOCATED IN THE
CHARLOTTE TOWNSHIP, MECKLENBURG COUNTY, NORTH CAROLINA
TAX PARCEL 07717108,09
TRACT 1 AREA: 245,031 SQ.FT OR 5.625 ACRES
TRACT 2 AREA: 218,257 SQ.FT OR 5.010 ACRES
TOTAL AREA: 463,288 SQ.FT OR 10.635 ACRES

ALTA/ACSM LAND TITLE SURVEY

Republic Services Project
B&C Project No. 300801746, 906
Republic Services of North Carolina, LLC
3130 Jeff Adams Drive, Charlotte, NC 28206

Surveyor's Certification

To: (parties to be named later), Stewart Title Guaranty Company and Bock & Clark Corporation.

The undersigned certifies that to the best of his professional knowledge, information and belief, this map or plat and the Survey on which it is based were made on the date shown below of the premises specifically described in Commitment No. 08070874 dated December 15, 2008 and were made: (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005; (ii) in accordance with the "Survey Requirements for Republic Services Surveys dated 12/12/2006 12:00:00 AM, and" includes items 1, 2, 3, 4, 6, 7a, 7b1, 7c, 8, 9, 10, 11a, 13, 14 of Table A specifically defined therein, and (iii) Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of North Carolina, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

James H. Mauney Jr.

Registration No. L-3885
In the State of North Carolina
Date of Survey: January 9, 2009
Date of Last Revision: January 13, 2009
Network Project No. 300801746-6

Survey Performed By:
James Mauney & Associates, P.A.
6405 Wilkinson Blvd., Suite 11
Belmont, NC 28012
Phone: 704-829-9623
Fax: 704-829-9625
Email: jmauney@jamesmauney.com

Page 1 of 1

NORTH CAROLINA PROFESSIONAL SEAL L-3885 LAND SURVEYOR JAMES H. MAUNEY JR.

Bock & Clark's National Surveyors Network
National Coordinators of ALTA/ACSM Land Title Surveys

BOCK & CLARK 1-800-SURVEYS

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 APR 11 12:15 PM
BOOK 11219 PAGE:401-404 FEE:$12 00
INSTRUMENT # 2000049337

Document No.

vesting deed

Tax Stamp: $0.00
Prepared by
WHEN RECORDED, RETURN TO:

Fennemore Craig
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attn: Scott W. Hyder

QUIT-CLAIM DEED

For the consideration of Ten Dollars, and other valuable consideration, ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("Grantor"), hereby quitclaims to QUEEN CITY TRANSFER, INC., a North Carolina corporation ("Grantee"), the real property situated in Mecklenburg County, North Carolina, described on Exhibit "A" attached hereto, together with all of Grantor's rights and privileges appurtenant thereto, if any. The Grantor is the sole shareholder of Grantee.

Address of Real Estate: 3120 North I-85 Service Road, Charlotte, North Carolina
Tax Parcel Number: 07717108

This instrument was prepared by: Scott Hyder, Fennemore Craig, 3003 N. Central Ave., Suite 2600, Phoenix, Arizona 85012-2913.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DATED this 7th day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation

By: _____
Rick Wojahn, Authorized Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, Janet L. Weems, a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Wojahn *AKA R. Wojahn personally came before me this day and acknowledged that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed by him, for and on behalf thereof, having the authority to do so.

Witness my hand and official seal, this 7th day of April, 2000.

_____
Notary Public

My Commission Expires:

_____

JANET L. WEEMS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JANUARY 14, 2003

EXHIBIT A

BEING ALL OF TRACT 1 AS SHOWN ON THE PLAT OF SURVEY ENTITLED "CHAMBERS OF NORTH CAROLINA, INC. (CROSSORADS DEVELOPMENT COMPANY)" RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY, CONTAINING 5.83 ACRES, MORE OR LESS; LESS AND EXCEPT THAT PARCEL OF LAND CONTAINING APPROXIMATELY 400 SQUARE FEET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AS BEGINNISN AT A POINT LOCATED S. 44-14 W 82.68 FEET TO A REBAR MARKING THE NORTHEASTERLY CORNER OF TRACT 1 AS SHOWN ON THE PLAT OF SURVEY ENTITLED "CHAMBERS OF NORTH CAROLINA, INC. (CROSSROADS DEVELOPMENT COMPANY)" RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY; AND RUNNING THENCE FROM SAID BEGINNING POINT S. 31-56-11 W. 20 FEET TO A POINT; THENCE N. 58-3-49 W. 20 FEET TO A POINT; THENCE N. 31-56-11 E. 20 FEET TO A POINT; THENCE S. 48-3-49 E. 20 FEET TO THE POINT AND PLACE OF BEGINNING. AND BEING THE SAME AS SHOWN ON THE PLAT OF SURVEY ENTITLED "BILLBOARD SIGN EASEMENT" PREPARED BY WILLIAM A. SOISET, NCRLS, DATED FEBRUARY 23, 1999 AND REVISED FEBRUARY 26, 1999.

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration:	04/11/2000 12:15 PM
Book:	RE 11210 Page: 401-404
Document No.:	2000049337
	QCD 4 PGS $12.00
Recorder:	SERENA ROSS

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of JANET L. WEEMS Notary is certified to be correct. This 11TH of April 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Ross
Deputy/Assistant Register of Deeds

****

2000049337

Less and except Parcel From Tract One

Document No.

Less + except parcel from Tract 1

Drawn By: Charles R. Buckley, Attorney, ROD Box 87
Mail To: Attorney

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 AUG 29 10:19 AM
BK:15061 PG:797-798 FEE:$17.00
EXCISE TAX:$15.00
INSTRUMENT # 2003192836

2003192836

Excise Tax: $ 15.00

Recording Time, Book and Page

Tax Parcel No: Portion of 077-171-08 Parcel Identifier No: _____

Brief description for the Index

ALL OF LOT 2B

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____ 2003, by and between

GRANTOR	GRANTEE
REPUBLIC SERVICES OF NORTH CAROLINA, LLC, a North Carolina limited liability company	CITY OF CHARLOTTE, a North Carolina municipal corporation c/o Real Estate Division 600 East Fourth Street Charlotte, NC 28202-2844

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

Being all of Lot 2B as shown in Map Book 39 at Page 813 in the Mecklenburg County Public Registry and containing 8,872 square feet

The property herein above described was acquired by Grantor by instrument(s) recorded in Deed Book 11210 at Page 401 in the Mecklenburg County Public Registry

A map showing the above-described property is recorded in Map Book 39, Page 813

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

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

Liens, encumbrances and easements of record.

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

REPUBLIC SERVICES OF NORTH CAROLINA, LLC
a North Carolina limited liability company

By: Drew Isenhour
Member/Manager

REPUBLIC SERVICES OF NORTH CAROLINA, LLC SEAL

[LIMITED LIABILITY COMPANY SEAL]

SEAL-STAMP

STATE OF NC
COUNTY OF Catawba

DONNA E. VANHORN NOTARY PUBLIC CATAWBA CO., NC

I, the undersigned, a Notary Public for the County of Catawba and State aforesaid, do hereby certify that Drew Isenhour personally appeared before me this day and acknowledged the that he is Member/Manager of Republic Services of North Carolina, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the said limited liability company, the foregoing instrument was signed in its name by its Member/Manager, sealed with its limited liability company seal

Witness my hand and official stamp or seal, this the 7th day of August 2003.

Donna E. Vanhorn
Notary Public
My Commission Expires: August 3, 2008

The foregoing Certificate(s) of _____

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

_____ REGISTER OF DEEDS FOR _____ COUNTY

By_____, Deputy/ Assistant-Register of Deeds

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

****

Filed For Registration:	08/20/2003 10:19 AM
Book:	RE 15951 Page: 737-739
Document No.:	2003192836
	DEED 3 PGS $17.00
NC REAL ESTATE EXCISE TAX:	$15.00
Recorder:	F. RAY BAKER JR.

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of DONNA E. VANHORN Notary is certified to be correct. This 20TH of August 2003

JUDITH A. GIBSON, REGISTER OF DEEDS By: F. Ray Baker
Deputy/Assistant Register of Deeds

****

2003192836

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 APR 11 12:15 PM
BOOK:11210 PAGE:409-412 FEE:$12.00
INSTRUMENT # 2000049339

Document No.
vesting

Tax Stamp: $0.00
Prepared by &
WHEN RECORDED, RETURN TO:

Fennemore Craig
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attn: Scott W. Hyder

QUIT-CLAIM DEED

For the consideration of Ten Dollars, and other valuable consideration, ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("Grantor"), hereby quitclaims to REPUBLIC SERVICES REAL ESTATE HOLDING, INC., a North Carolina corporation ("Grantee"), the real property situated in Mecklenburg County, North Carolina, described on Exhibit "A" attached hereto, together with all of Grantor's rights and privileges appurtenant thereto, if any. The Grantor is the sole shareholder of Grantee.

Address of Real Estate: 3130 North I-85 Service Road, Charlotte, North Carolina
Tax Parcel Number: 07717109

This instrument was prepared by: Scott Hyder, Fennemore Craig, 3003 N. Central Ave., Suite 2600, Phoenix, Arizona 85012-2913.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DATED this 7th day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation

By: _____
Rick Wojahn, Authorized Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, Janet L Weems, a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Wojahn AKA R. Wojahn personally came before me this day and acknowledged that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed by him, for and on behalf thereof, having the authority to do so.

Witness my hand and official seal, this 7th day of April, 2000.

_____
Notary Public

My Commission Expires:

_____

JANET L. WEEMS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JANUARY 14, 2003

EXHIBIT A

PARCEL 1 - FEE SIMPLE

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AND BEING ALL OF TRACT 2, CONTAINING 5.01 ACRES AS SHOWN ON THE PLAT OF SURVEY RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY.

PARCEL 2 - DRIVEWAY EASEMENT

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AND BEING ALL OF THAT CERTAIN DRIVEWAY EASEMENT AS SHOWN ON MAP RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY, BEING THAT SAME EASEMENT DESCRIBED IN BOOK 4888, PAGE 921, MECKLENBURG COUNTY REGISTRY.

MAY 24 '00 10:19 FR FENNEMORE CRAIG #5 1 602 9165999 TO 119811379193195 4 P.16

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration:	04/11/2000 12:15 PM
Book:	RE 11210 Page: 409-412
Document No.:	2000049339
	QCD 4 PGS $12.00
Recorder:	SERENA ROSS

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of JANET L. WEEMS Notary is certified to be correct. This 11TH of April 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Ross
Deputy/Assistant Register of Deeds

****

2000049339

MAY 24 '00 10:19 FR FENNEMORE CRAIG #5 1 602 9165999 TO 119811379193195 4 P.17

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 APR 11 12:15 PM
BOOK 11210 PAGE:401-404 FEE:$12 00
INSTRUMENT # 2000049337

Document No.

vesting deed

Tax Stamp: $0.00

Prepared by

WHEN RECORDED, RETURN TO:

Fennemore Craig
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attn: Scott W. Hyder

QUIT-CLAIM DEED

For the consideration of Ten Dollars, and other valuable consideration, ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("Grantor"), hereby quitclaims to QUEEN CITY TRANSFER, INC., a North Carolina corporation ("Grantee"), the real property situated in Mecklenburg County, North Carolina, described on Exhibit "A" attached hereto, together with all of Grantor's rights and privileges appurtenant thereto, if any. The Grantor is the sole shareholder of Grantee.

Address of Real Estate: 3120 North I-85 Service Road, Charlotte, North Carolina
Tax Parcel Number: 07717108

This instrument was prepared by: Scott Hyder, Fennemore Craig, 3003 N. Central Ave., Suite 2600, Phoenix, Arizona 85012-2913.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DATED this 7th day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation

By: _____
Rick Wojahn, Authorized Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, Janet L. Weems, a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Wojahn *AKA R. Wojahn personally came before me this day and acknowledged that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed by him, for and on behalf thereof, having the authority to do so.

Witness my hand and official seal, this 7th day of April, 2000.

_____
Notary Public

My Commission Expires:

_____

JANET L. WEEMS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JANUARY 14, 2003

EXHIBIT A

BEING ALL OF TRACT 1 AS SHOWN ON THE PLAT OF SURVEY ENTITLED "CHAMBERS OF NORTH CAROLINA, INC. (CROSSORADS DEVELOPMENT COMPANY)" RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY, CONTAINING 5.83 ACRES, MORE OR LESS; LESS AND EXCEPT THAT PARCEL OF LAND CONTAINING APPROXIMATELY 400 SQUARE FEET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AS BEGINNISN AT A POINT LOCATED S. 44-14 W 82.68 FEET TO A REBAR MARKING THE NORTHEASTERLY CORNER OF TRACT 1 AS SHOWN ON THE PLAT OF SURVEY ENTITLED "CHAMBERS OF NORTH CAROLINA, INC. (CROSSROADS DEVELOPMENT COMPANY)" RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY; AND RUNNING THENCE FROM SAID BEGINNING POINT S. 31-56-11 W. 20 FEET TO A POINT; THENCE N. 58-3-49 W. 20 FEET TO A POINT; THENCE N. 31-56-11 E. 20 FEET TO A POINT; THENCE S. 48-3-49 E. 20 FEET TO THE POINT AND PLACE OF BEGINNING. AND BEING THE SAME AS SHOWN ON THE PLAT OF SURVEY ENTITLED "BILLBOARD SIGN EASEMENT" PREPARED BY WILLIAM A. SOISET, NCRLS, DATED FEBRUARY 23, 1999 AND REVISED FEBRUARY 26, 1999.

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration:	**04/11/2000 12:15 PM**
Book:	**RE 11210 Page: 401-404**
Document No.:	**2000049337**
	QCD 4 PGS $12.00
Recorder:	**SERENA ROSS**

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of JANET L. WEEMS Notary is certified to be correct. This 11TH of April 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Ross
Deputy/Assistant Register of Deeds

****

2000049337

Less and except * parcel From Tract One

Document No.

Less + except parcel from Tract 1

Drawn By: Charles R. Buckley, Attorney, ROD Box 87
Mail To: Attorney

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 AUG 20 10:19 AM
BK:15951 PG:737-739 FEE:$17 00
EXCISE TAX:$15.00
INSTRUMENT # 2003192836

2003192836

Excise Tax: $ 15.00

Recording Time, Book and Page

Tax Parcel No.: Portion of 077-171-08 Parcel Identifier No.: _____

Brief description for the Index

ALL OF LOT 2B

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____ 2003, by and between

GRANTOR	GRANTEE
REPUBLIC SERVICES OF NORTH CAROLINA, LLC, a North Carolina limited liability company	CITY OF CHARLOTTE, a North Carolina municipal corporation c/o Real Estate Division 600 East Fourth Street Charlotte, NC 28202-2844

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

Being all of Lot 2B as shown in Map Book 39 at Page 813 in the Mecklenburg County Public Registry and containing 8,872 square feet

The property herein above described was acquired by Grantor by instrument(s) recorded in Deed Book 11210 at Page 401 in the Mecklenburg County Public Registry

A map showing the above-described property is recorded in Map Book 39, Page 813

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

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

Liens, encumbrances and easements of record.

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

REPUBLIC SERVICES OF NORTH CAROLINA, LLC
a North Carolina limited liability company

By: Drew Isenhour
Member/Manager

REPUBLIC SERVICES OF NORTH CAROLINA, L.L.C. SEAL

[LIMITED LIABILITY COMPANY SEAL]

SEAL-STAMP

STATE OF NC
COUNTY OF Catawba

DONNA E. VANHORN NOTARY PUBLIC CATAWBA CO., NC

I, the undersigned, a Notary Public for the County of Catawba and State aforesaid, do hereby certify that Drew Isenhour personally appeared before me this day and acknowledged the that he is Member/Manager of Republic Services of North Carolina, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the said limited liability company, the foregoing instrument was signed in its name by its Member/Manager, sealed with its limited liability company seal

Witness my hand and official stamp or seal, this the 7th day of August 2003.

Donna E. Vanhorn
Notary Public
My Commission Expires: August 3, 2008

The foregoing Certificate(s) of _____

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

_____ REGISTER OF DEEDS FOR _____ COUNTY

By_____, Deputy/ Assistant-Register of Deeds

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

****

Filed For Registration:	08/20/2003 10:19 AM
Book:	RE 15951 Page: 737-739
Document No.:	2003192836
	DEED 3 PGS $17.00
NC REAL ESTATE EXCISE TAX:	$15.00
Recorder:	F. RAY BAKER JR.

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of DONNA E. VANHORN Notary is certified to be correct. This 20TH of August 2003

JUDITH A. GIBSON, REGISTER OF DEEDS By: F. Ray Baker
Deputy/Assistant Register of Deeds

****

2003192836

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 APR 11 12:15 PM
BOOK:11210 PAGE:409-412 FEE:$12.00
INSTRUMENT # 2000049339

Document No.

vesting

Tax Stamp: $0.00

Prepared by &
WHEN RECORDED, RETURN TO:

Fennemore Craig
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attn: Scott W. Hyder

QUIT-CLAIM DEED

For the consideration of Ten Dollars, and other valuable consideration, ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("Grantor"), hereby quitclaims to REPUBLIC SERVICES REAL ESTATE HOLDING, INC., a North Carolina corporation ("Grantee"), the real property situated in Mecklenburg County, North Carolina, described on Exhibit "A" attached hereto, together with all of Grantor's rights and privileges appurtenant thereto, if any. The Grantor is the sole shareholder of Grantee.

Address of Real Estate: 3130 North I-85 Service Road, Charlotte, North Carolina
Tax Parcel Number: 07717109

This instrument was prepared by: Scott Hyder, Fennemore Craig, 3003 N. Central Ave., Suite 2600, Phoenix, Arizona 85012-2913.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DATED this 7th day of April, 2000

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation

By: _____
Rick Wojahn, Authorized Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, Janet L Weems, a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Wojahn AKA R. Wojahn personally came before me this day and acknowledged that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed by him, for and on behalf thereof, having the authority to do so.

Witness my hand and official seal, this 7th day of April, 2000.

Janet L Weems
Notary Public

My Commission Expires:

_____

JANET L. WEEMS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JANUARY 14, 2003

EXHIBIT A

PARCEL 1 – FEE SIMPLE

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AND BEING ALL OF TRACT 2, CONTAINING 5.01 ACRES AS SHOWN ON THE PLAT OF SURVEY RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY.

PARCEL 2 - DRIVEWAY EASEMENT

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AND BEING ALL OF THAT CERTAIN DRIVEWAY EASEMENT AS SHOWN ON MAP RECORDED IN MAP BOOK 27, PAGE 345, MECKLENBURG COUNTY REGISTRY, BEING THAT SAME EASEMENT DESCRIBED IN BOOK 4888, PAGE 921, MECKLENBURG COUNTY REGISTRY.

MAY 24 '00 10:19 FR FENNEMORE CRAIG #5 1 602 9165999 TO 119811379193195 4 P.16

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration:	04/11/2000 12:15 PM
Book:	RE 11210 Page: 409-412
Document No.:	2000049339
	QCD 4 PGS $12.00
Recorder:	SERENA ROSS

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of JANET L. WEEMS Notary is certified to be correct. This 11TH of April 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Ross
Deputy/Assistant Register of Deeds

****

2000049339

MAY 24 '00 10:19 FR FENNEMORE CRAIG #5 1 602 9165999 TO 119811379193195 4 P.17

AFTER RECORDING, MAIL TO:
Shartsis Friese LLP
One Maritime Plaza
Eighteenth Floor
San Francisco, CA 94111
Attn: Derek H. Wilson, Esq.

PREPARED BY:
Richard M. Bezold, Esq.
Akerman Senterfitt
One S.E. Third Avenue, 25th Floor
Miami, FL 33131

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS NORTH CAROLINA SPECIAL WARRANTY DEED is made as of the ___ day of _____, 2009, by and between **REPUBLIC SERVICES OF NORTH CAROLINA, LLC**, a North Carolina limited liability company ("RSNC"), successor by merger to Queen City Transfer, Inc., whose address is 18500 N. Allied Way, Phoenix, Arizona 85054, and **REPUBLIC SERVICES REAL ESTATE HOLDING, INC.**, a North Carolina corporation (collectively, with RSNC, "Grantor"), whose address is 18500 North Allied Way, Phoenix, Arizona 85054, and **WASTE CONNECTIONS OF NORTH CAROLINA, INC.**, a Delaware corporation ("Grantee"), whose address is 2295 Iron Point Road, Suite 200, Folsom, CA 95630-8767. The designation of "Grantor" and "Grantee", as used herein, shall include said parties, their heirs, legal representatives, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of Grantor's right, title and interest in and to all that certain lot or parcel of land situated in the City of Charlotte, Mecklenburg County, North Carolina and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO all easements, covenants, reservations, restrictions and limitations of record, in the office of the County Clerk as of the date hereof, none of which shall be deemed to be reimposed by this instrument; and taxes and assessments for the year 2009 for the period from and after the date hereof and subsequent years, which are not yet due and payable.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer.

(USE BLACK INK ONLY)

REPUBLIC SERVICES OF NORTH CAROLINA, LLC,
a North Carolina limited liability company

By: _____
Tim M. Benter, Vice President

REPUBLIC SERVICES REAL ESTATE HOLDING, INC.,
a North Carolina corporation

By: _____
Tim M. Benter, Vice President

[Corporate Seal]

ARIZONA)
)
MARICOPA COUNTY)

I, a Notary Public of the County and State aforesaid, certify that Tim M. Benter, personally came before me this day and acknowledged that he is the Vice President of REPUBLIC SERVICES OF NORTH CAROLINA, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official stamp or seal, this 27 day of MARCH, 2009.

My commission expires: 10/31/09

Marsha K. Griep
Notary Public

MARSHA K GRIEP
Notary Public - Arizona
Maricopa County
Expires 10/31/09

[Deed]
(Charlotte - Queen City]

ARIZONA)
)
MARICOPA COUNTY)

I, a Notary Public of the County and State aforesaid, certify that Tim M. Benter, personally came before me this day and acknowledged that he is the Vice President of REPUBLIC SERVICES REAL ESTATE HOLDING, INC., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official stamp or seal, this 27 day of MARCH, 2009.

My commission expires: 10/31/09

Marsha K. Griep
Notary Public

MARSHA K GRIEP
Notary Public - Arizona
Maricopa County
Expires 10/31/09

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

_____ REGISTER OF DEEDS FOR

_____ COUNTY

By _____ Deputy/Assistant-Register of Deeds

[Deed]
(Charlotte - Queen City]

Exhibit A

That certain tract or parcel of land situated, lying and being in Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at an existing iron rod on the southeasterly margin of Jeff Adams Drive (I-85 Service Road) variable public right-of-way said iron being the northwest corner of SCI Partnership as described in Deed Book 9154, Page 135 of the Mecklenburg County Public Registry; and runs thence with the line of SCI Partnership and continuing with the line of SCI Partnership as described in Deed Book 9154, Page 138 of said Registry the following two courses and distances; (1) South 58°01'20" East, a distance of 349.43 feet to a existing iron rod; (2) South 58°01'37" East, a distance of 342.84 feet to a new iron rod a northeast corner of City of Charlotte property as described in Deed Book 2689, Page 460 of said Registry; thence with the line of the City of Charlotte property the following three (3) courses and distances: (1) South 32°25'35" West, a distance of 680.40 feet to a existing iron rod; (2) North 45°00'03" West, a distance of 345.70 feet to a existing iron rod; (3) North 44°54'39" West, a distance of 121.03 feet to a new iron rod the southeast corner of RealEstate Investment Corp., LLC as described in Deed Book 18009, Page 729 of said Registry; thence with the line of RealEstate Investment Corp., LLC the following three (3) courses and distances: (1) North 22°44'22" West, a distance of 449.99 feet to a existing iron rod; (2) South 74°23'22" West, a distance of 115.33 feet to a existing iron rod; (3) North 39°18'57" West, a distance of 121.34 feet to a existing iron rod on the southeasterly margin of Jeff Adams Drive (I-85 Service Road) variable public right-of-way; thence with the southeasterly margin of Jeff Adams Drive North 74°11'42" East, a distance of 487.78 feet to the POINT OF BEGINNING. Containing 463,286 square feet or 10.635 acres, more or less as shown on a survey by James Mauney & Associates, P.A. dated January 9, 2009, bearing file No. F541.

Being all of Tracts 1 & 2 Chambers of North Carolina, Inc as recorded in Map Book 27-345 ~~less~~ of the Mecklenburg County Public Registry, less and except Tract 2B, RealEstate Investment Corp, LLC as recorded in Map Book 39, Page 813 of said Registry.

LESS AND EXCEPT that parcel of land containing approximately 400 sq.ft. as described in Deed Book 10312, Page 997 of the Mecklenburg County Public Registry and being more particularly described as follows: BEGINNING at a point being located South 44°16'29" West 82.88 feet from an existing iron rod being on the southeasterly margin of Jeff Adams Drive (I-85 Service Road) variable public right-of-way said iron being the northwest corner of SCI Partnership as described in Deed Book 9154, Page 135 of said Registry, and runs thence the following four courses and distances: (1) South 31°58'40" West 20 feet to a point; (2) North 58°01'20" West 20 feet to a point; (3) North 31°58'40" east 20 feet to a point;South 58°01'20" East 20 feet to the point and place of BEGINNING.