

November 19, 2009

Approved  
Division of Waste Management  
Solid Waste Section  
November 24, 2009  
By Donna J. Wilson  
PTO 60-14T-Transfer-2009  
Attch. 1, Part II, Doc 4 (Doc ID 8066)  
Doc ID 8495

**VIA E-MAIL (donna.wilson@ncdenr.gov)  
AND FIRST CLASS MAIL**

Ms. Donna J. Wilson  
Environmental Engineer  
Solid Waste Section/Division  
of Waste Management/NC DENR  
1646 Mail Service center  
Raleigh, NC 27699-1646

**Re: Updates to Operations Plan for Queen City Transfer Station Permit No. 60-14T-Transfer-2009**

Dear Ms. Wilson:

Thank you for forwarding the April 2006 Operations Plan for the Queen City Transfer Station. Since the new holder of the Queen City Transfer Station Permit will be Waste Connections of North Carolina, Inc., we wanted to advise you of our proposed updates to the Plan in light of the change in ownership of the Queen City Transfer Station. Our proposed updates are as follows:

1. All references to Republic Services of North Carolina, Inc. should be revised to read Waste Connections of North Carolina, Inc. (“Waste Connections”).
2. Every reference to KR Drenth in the Operations Plan should also be updated to now refer to Waste Connections.
3. The first line in Section 1.1 should be revised to read: “Waste Connections of North Carolina, Inc. and Operator Waste Connections of North Carolina, Inc.”
4. Section 1.2 should be revised so that the reference to the third to last line now reads: “The transfer station building occupies approximately 0.22 acres of the 10-acre parcel of property.”
5. The fourth paragraph of Section 1.3 should be revised to utilize the term “trench or floor drains” in lieu of the term “trench drain.” The sixth paragraph in Section 1.3 should be updated to read: “The primary contact person for issues concerning operation of the transfer station is the District Manager.”

Waste Connections of North Carolina, Inc.  
Mr. Timothy J. Fadul, District Manager  
5516 Rozzelles Ferry Road

Charlotte, NC 28214  
(704) 596-2077

6. In Section 2.2, the following should be inserted as the second to last sentence:  
"The service area for the transfer station is North Carolina and South Carolina."
7. The fourth line of the second paragraph in Section 3.0 should delete the reference to "KR Drenth," and should be replaced with "Waste Connections of North Carolina, Inc."
8. The third paragraph in Section 3.2 should be revised to delete the reference to "Republic" in the fourth line and substitute the words "Waste Connections" and substitute the language below.  
"Waste received by this transfer station will be transported to the Anson Landfill, located in Anson County North Carolina. In the event of an emergency, small amounts of waste may be taken to the Richland County Landfill located in Elgin, SC. In this event, or in the event that the destination would change, a written notification of change to another Subtitle D Landfill will be given to the proper local and state agencies."
9. The first line of Section 3.5 should be revised to delete the reference to "Republic" and insert in lieu thereof the reference to "Waste Connections."
10. The first line of Section 8.2 should delete the reference to "Republic" and insert in lieu thereof "Waste Connections."
11. Please update Schedule A as follows:

**I. Assets**

<b>Equipment Description</b>
Caterpillar 966G Loader or equivalent
Caterpillar 970F Loader or equivalent (back-up)
Bob Cat
Yard Dog
Pressure Washer

Please advise if you have any questions or comments. Thank you.

Very truly yours,  
GALLOP, JOHNSON & NEUMAN, L.C.

Robert H. Epstein

RHE/klh

cc: Kurt Shaner  
Tim Fadul

## Wilson, Donna

---

**From:** Epstein, Robert H. [RHEpstein@gjn.com]  
**Sent:** Wednesday, July 29, 2009 12:51 PM  
**To:** Wilson, Donna  
**Cc:** 'Kurt Shaner'; Preston, Robert B.  
**Subject:** FW: Queen City Deed  
**Attachments:** Untitled.PDF

Donna: Attached is a copy of the Queen City Transfer Station deed transferring title to that property to Waste Connections of North Carolina, Inc. Unless we hear otherwise, we will send all of the other documents you requested as a package. Also, please let me know if you need me to send a copy of this deed by mail to you. Thanks, Rob.

Robert H. Epstein  
Attorney at Law  
Gallop, Johnson & Neuman, L.C.  
101 South Hanley - Suite 1700  
St. Louis, MO 63105  
Phone: (314) 615-6000  
FAX: (314) 615-6001  
Direct Dial: (314) 615-6205  
e-mail: [rhepstein@gjn.com](mailto:rhepstein@gjn.com)

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FOR REGISTRATION J. DAVID GRANBERRY  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2009 MAY 19 02:20:15 PM  
BK: 24747 PG: 693-692 FEE: \$38.00  
EXCISE TAX: \$1,867.00  
INSTRUMENT # 2009069631



2009069631

## NORTH CAROLINA SPECIAL WARRANTY DEED

From

REPUBLIC SERVICES OF NORTH CAROLINA, LLC,  
successor by merger to  
QUEEN CITY TRANSER, INC.  
and

REPUBLIC SERVICES REAL ESTATE HOLDING, INC.

TO

WASTE CONNECTIONS OF NORTH CAROLINA, INC.

Dated  
May 15, 2009

\$1867 KC

**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, 25<sup>th</sup> Floor  
Miami, FL 33131

Transfer Tax - \$ 1,867 -

Tax # 077-171-08 & 09

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS NORTH CAROLINA SPECIAL WARRANTY DEED is made as of the 15<sup>th</sup> day of May, 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.

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

[Remainder of page intentionally blank.]

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: T-M-B-A  
Tim M. Benter, Vice President

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

By: T-M-B-A  
Tim M. Benter, Vice President

[Corporate Seal]

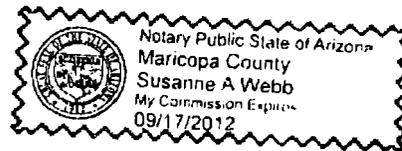
ARIZONA            )  
                          )  
MARICOPA COUNTY)

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<sup>th</sup> day of March, 2009.

My commission expires: 9/17/12

Susanne A. Webb  
Notary Public



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<sup>th</sup> day of March, 2009.

My commission expires: 9/17/12

Susanne A. Webb  
Notary Public



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

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 BCI Partnership as described in Deed Book 9154, Page 136 of the Mecklenburg County Public Registry; and runs thence with the line of BCI Partnership and continuing with the line of BCI Partnership as described in Deed Book 9154, Page 136 of said Registry the following two courses and distances: (1) South 68°01'20" East, a distance of 349.43 feet to a existing iron rod; (2) South 68°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 490 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 48°00'03" West, a distance of 345.70 feet to a existing iron rod; (3) North 44°54'39" West, a distance of 121.09 feet to a new iron rod the southwest corner of RealEstate Investment Corp., LLC as described in Deed Book 18009, Page 720 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°16'57" 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 488,288 square feet or 10.836 acres, more or less as shown on a survey by James Mauney & Associates, P.A. dated January 9, 2009, bearing file No. F341.

Being all of Tracts 1 & 2 Chambers of North Carolina, Inc as recorded in Map Book 27-345 <sup>of the</sup> less 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 967 of the Mecklenburg County Public Registry and being more particularly described as follows: BEGINNING at a point being located South 44°18'20" West 62.68 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 BCI Partnership as described in Deed Book 9154, Page 136 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 56°01'20" West 20 feet to a point; (3) North 31°58'40" east 20 feet to a point; South 66°01'20" East 20 feet to the point and place of BEGINNING.

## CERTIFICATE OF SECRETARY

The undersigned certifies that (i) she is the duly elected, qualified and acting Assistant Secretary of **REPUBLIC SERVICES OF NORTH CAROLINA, LLC**, a North Carolina limited liability company (the "Company"); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Sole Member") by written consent of the Sole Member; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: May 14, 2009.

A handwritten signature in black ink, appearing to read 'E. Schuller', is written over a horizontal line. The signature is cursive and stylized.

Eileen B. Schuller  
Assistant Secretary

**ACTION BY WRITTEN CONSENT OF  
THE SOLE MEMBER**

The undersigned, being the sole member of each of the limited liability companies listed on Exhibit A, attached hereto (each limited liability company hereinafter referred to individually as the "Company"), hereby consents to the adoption of the following resolutions:

**RESOLVED**, that the following individuals be, and they hereby are, elected to serve as officers of the Company, to serve in such capacity until such time as their successors are duly elected and qualified:

<u>Name</u>		<u>Office</u>
Tim R. Benter	-	Vice President
Catharine D. Ellingsen	-	Vice President
Michael P. Rissman	-	Vice President
Jo Lynn White	-	Vice President

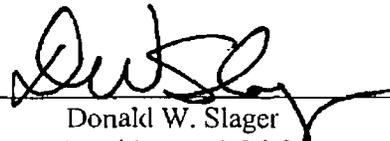
**FURTHER RESOLVED**, Tim R. Benter, Catharine D. Ellingsen, Michael P. Rissman and Jo Lynn White, as officers of the Company, be and hereby are empowered to carry out the day-to-day business of the Company, subject to direction and control of the Sole Member.

**DATED** effective as of the 3<sup>rd</sup> day of February, 2009.

SOLE MEMBER:

REPUBLIC SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_

  
Donald W. Slager  
President and COO

Schedule A

**EXHIBIT A**

Consolidated Disposal Service, LLC  
Continental Waste Industries, L.L.C.  
M-G Disposal Services, L.L.C.  
Peninsula Waste Systems, LLC  
Republic Services Group, LLC  
Republic Services of Georgia GP, LLC  
Republic Services of Georgia LP, LLC  
Republic Services of Kentucky, LLC  
Republic Services of Maryland, LLC  
Republic Services of North Carolina, LLC  
Republic Services of Pennsylvania, LLC  
Republic Services of South Carolina, LLC  
Republic Services of Southern California, LLC  
Republic Services of Tennessee, LLC  
Republic Services of Virginia, LLC  
Republic Services of Wisconsin GP, LLC  
Republic Services of Wisconsin LP, LLC  
Republic Waste Services of Southern California, LLC  
Rubbish Control, LLC



J. DAVID GRANBERRY  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

**PLEASE RETAIN YELLOW TRAILER PAGE**

It is part of the recorded document, and must be submitted with original for re-recording  
and/or cancellation.

\*\*\*\*\*

Filed For Registration: 05/19/2009 02:20:15 PM  
Book: RE 24747 Page: 683-692  
Document No.: 2009069631  
DEED 10 PGS \$38.00  
NC REAL ESTATE EXCISE TAX: \$1,867.00  
Recorder: KAMIL COOPER



2009069631

## Wilson, Donna

---

**From:** Epstein, Robert H. [RHEpstein@gjn.com]  
**Sent:** Wednesday, July 29, 2009 1:51 PM  
**To:** Wilson, Donna  
**Cc:** 'Kurt Shaner'; Preston, Robert B.; Haegele, Kimberle L.  
**Subject:** FW: SPECIAL CONSENT - WC OF NC  
**Attachments:** Document.pdf

Donna: Please find attached the Special Consent for Waste Connections of North Carolina, Inc. Thanks, Rob.

Robert H. Epstein  
Attorney at Law  
Gallop, Johnson & Neuman, L.C.  
101 South Hanley - Suite 1700  
St. Louis, MO 63105  
Phone: (314) 615-6000  
FAX: (314) 615-6001  
Direct Dial: (314) 615-6205  
e-mail: [rhepstein@gjn.com](mailto:rhepstein@gjn.com)

-----Original Message-----

From: Gale Rossi [mailto:[GaleR@WasteConnections.com](mailto:GaleR@WasteConnections.com)]  
Sent: Wednesday, July 29, 2009 12:15 PM  
To: Epstein, Robert H.  
Cc: Pat Shea  
Subject: FW: SPECIAL CONSENT - WC OF NC

Good morning -

Attached please find the Special Consent for Waste Connections of North Carolina, Inc. I will forward the Special Consent for Waste Connections, Inc. in just a moment.

Please let me know if you need anything further. Thank you.

Gale Rossi  
Stock Plan Administrator  
(916) 608-8230  
Fax (916) 244-0667

-----Original Message-----

From: Gale Rossi  
Sent: Wednesday, July 29, 2009 10:10 AM  
To: Gale Rossi  
Subject: SPECIAL CONSENT - WC OF NC

Please open the attached document. This document was digitally sent to you using an HP Digital Sending device.

To view this document you need to use the Adobe Acrobat Reader. For more information on the HP MFP Digital Sending Software or a free copy of the Acrobat reader please visit:

[http://www.hp.com/go/HP\\_Digital\\_Sender\\_Module.com](http://www.hp.com/go/HP_Digital_Sender_Module.com)

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**SPECIAL CONSENT OF THE BOARD OF DIRECTORS**

**OF**

**WASTE CONNECTIONS OF NORTH CAROLINA, INC.**

**MAY 4, 2009**

The undersigned, being the sole member of the Board of Directors of Waste Connections of North Carolina, Inc., a Delaware corporation (the "Company"), does 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 Board of Directors of the Company 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, or the signature of any Authorized Persons, 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

**BEING THE SOLE MEMBER OF THE BOARD OF  
DIRECTORS OF WASTE CONNECTIONS OF NORTH  
CAROLINA, INC.**

# GJN

**GALLOP, JOHNSON & NEUMAN, L.C.**

*Attorneys and Counselors at Law*

ROBERT H. EPSTEIN  
Licensed in Missouri and Illinois  
E-mail: rhepstein@gjn.com

101 South Hanley  
Suite 1700  
St. Louis, Missouri 63105

Telephone 314-615-6000  
Facsimile 314-615-6001  
Toll Free 800-330-6635

www.gjn.com

May 15, 2009

**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

7611

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 6<sup>th</sup> 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 Munteer, Esq. (w/o enclosures)

<u>Principal</u>	<u>Obligee</u>	<u>Description</u>	<u>Bond Amount</u>
Finney County LF	KDHE	Post Closure	\$1,364,748.00
Finney County LF	KDHE	Closure	\$1,025,714.00
Finney County LF	KDHE	Closure	\$33,002.00
Waste Connections Inc DBA: Waste Connection of Colorado	State of Colorado Dept of Public Health	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
		Closure: Butler County Material Recovery Facility	\$6,900.54
Butler County Landfill	NE DEQ		
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

<u>Principal</u>	<u>Obligee</u>	<u>Description</u>	<u>Bond Amount</u>
Fountain Landfill	Broad Acre Landfill, Inc.		\$1,414,163.90
Waste Connections Inc DBA: Waste Connection of Colorado	State of Colorado Dept of Public Health	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

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

<u>Location Name</u>	<u>State</u>	<u>Market Value of Restricted Cash</u>
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 )  
COUNTY OF Shelby ) ss

**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;

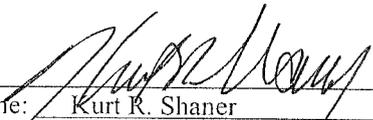
(c) Waste Connections, Inc. intends and agrees to construct and operate the landfill in accordance with the franchise issued by Anson County to Chambers Development of North Carolina, Inc., on March 5, 1997, which franchise incorporates the Agreement entered June 4, 1991, between Anson County and Chambers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

MY COMMISSION EXPIRES: 11/15/2010  
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.

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Ronald J. Mittelstaedt

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Robert H. Davis

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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

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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.

Dexter R. Matthews  
Page 2

5 May, 2009

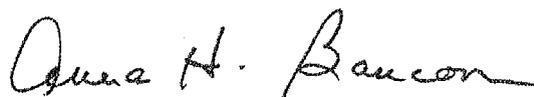
As with the previous stock sale to Allied, Republic representatives have kept County officials aware of this sale of the stock of Chambers Development to Waste Connections. For example, at the January 6, 2009 meeting of the County Board of Commissioners, representatives of Republic appeared and informed 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, 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,

# "DRAFT"

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,

# "DRAFT"

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](mailto: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](mailto:kurts@wasteconnections.com)

P0775 Queen City  
P 0976 Chambers Dev

STATE OF Tennessee )  
COUNTY OF Shelby ) ss  
)

**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;

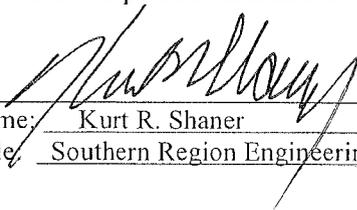
(b) Waste Connections, Inc. intends and agrees to operate and maintain the transfer station in accordance with all existing permits, including all of the approved permit documents, conditions of the permits, local zoning ordinances and any use permits, stormwater management permits, and any other State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

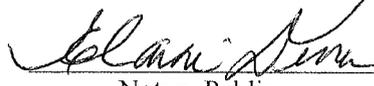
(f) the address, telephone number and e-mail address of the corporate official who signs the application in accordance with this paragraph, together with a copy of the resolution or other corporate document authorizing said action on behalf of the corporation is attached.

  
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.



IN WITNESS 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.

  
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](mailto: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](mailto:kurts@wasteconnections.com)

ALTA Commitment Form  
COMMITMENT FOR TITLE INSURANCE  
ISSUED BY



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

*Michael Kallas*

President



*Stewart Morris*

Senior Chairman of the Board

Countersigned by:

*Paul M. Lee*

Authorized Signatory

*Melba S. Morris*

Chairman of the Board

Stewart Title Guaranty Company  
Company

Charlotte, NC  
City, State

**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, successor 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>>.*



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 of 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.

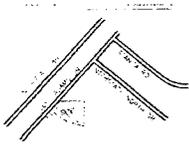
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

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



VICINITY MAP



TABLE	REMARKS	DATE
1	PRELIMINARY SURVEY	08/11/2008
2	FINAL SURVEY	08/11/2008
3	REVISIONS	08/11/2008
4	REVISIONS	08/11/2008
5	REVISIONS	08/11/2008
6	REVISIONS	08/11/2008
7	REVISIONS	08/11/2008
8	REVISIONS	08/11/2008
9	REVISIONS	08/11/2008
10	REVISIONS	08/11/2008

NOTES

1. THE SURVEY WAS CONDUCTED ON THE 8TH DAY OF JANUARY, 2008 AT APPROXIMATELY 10:00 AM.
2. THE SURVEY WAS CONDUCTED BY JAMES H. MANNING, JR., SURVEYOR, REGISTERED PROFESSIONAL SURVEYOR, STATE OF NORTH CAROLINA, LICENSE NO. 11327.
3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
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10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.

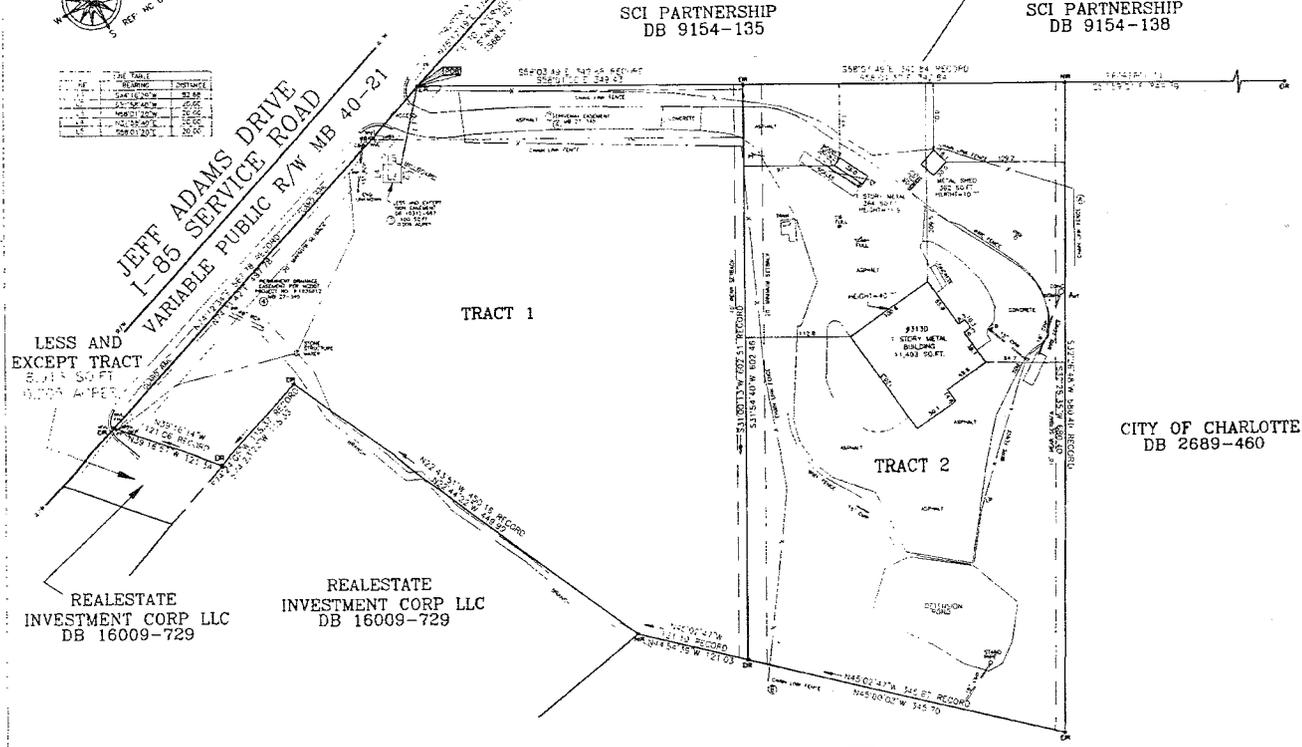
ITEMS CORRESPONDING TO SCHEDULE B

1. THE SURVEY WAS CONDUCTED ON THE 8TH DAY OF JANUARY, 2008 AT APPROXIMATELY 10:00 AM.
2. THE SURVEY WAS CONDUCTED BY JAMES H. MANNING, JR., SURVEYOR, REGISTERED PROFESSIONAL SURVEYOR, STATE OF NORTH CAROLINA, LICENSE NO. 11327.
3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
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9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.
10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.

ZONING

PROPERTY	ZONING	PERMITTED USES
TRACT 1	RESIDENTIAL SINGLE-FAMILY	SINGLE-FAMILY DWELLING
TRACT 2	RESIDENTIAL SINGLE-FAMILY	SINGLE-FAMILY DWELLING

REVISIONS



SCI PARTNERSHIP  
DB 9154-135

SCI PARTNERSHIP  
DB 9154-138

CITY OF CHARLOTTE  
DB 2689-460

REALESTATE INVESTMENT CORP LLC  
DB 16009-729

REALESTATE INVESTMENT CORP LLC  
DB 16009-729

CITY OF CHARLOTTE  
DB 2689-460

STATEMENT OF ENCROACHMENTS

THIS IS TO CERTIFY THAT ON THE 8TH DAY OF JANUARY, 2008 AN ACTUAL SURVEY WAS MADE UNDER THE SUPERVISION OF THE REGISTRAR, SHOWING ON THIS PLAN AND THAT THE BOUNDARY LINES AND CORNERS OF THE PROPERTY SHOWN ON THIS PLAN ARE CORRECT AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978, AS AMENDED.

PROPERTY IS LOCATED IN THE  
CHARLOTTE TOWNSHIP, MECKLENBURG COUNTY, NORTH CAROLINA  
TAX PARCEL 07717106.09  
TRACT 1 AREA: 245,031 SQ.FT OR 5.625 ACRES  
TRACT 2 AREA: 216,267 SQ.FT OR 4.970 ACRES  
TOTAL AREA: 461,298 SQ.FT OR 10.635 ACRES

SURVEY DESCRIPTION

REPUBLIC PROJECT  
BAC PROJECT NO. 300801746-606  
REPUBLIC SURVEYORS OF NORTH CAROLINA, LLC  
3128 JEFF ADAMS DRIVE, CHARLOTTE, NC 28206

TO: (OWNER 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, the map or plan and the survey on which it is based were made on the date shown hereon of the premises specifically described in Commitment No. 08070724 dated December 15, 2008 and were made (1) in accordance with "Uniform Standard General Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2002; (2) in accordance with the "Survey Requirements for Platable Surveys" Survey dated 12/15/2008; (3) ACCORDING TO THE "Survey Requirements for Platable Surveys" dated 12/15/2008; and (4) in accordance with the "Survey Requirements for Platable Surveys" dated 12/15/2008.

The undersigned certifies that in any professional opinion, as a land surveyor registered in the State of North Carolina, the Heavens Publication Agency of this survey does not exceed that which is specified herein.

James H. Manning, Jr.  
Registration No. LC-3885  
in the State of North Carolina  
Date of Expiration: September 3, 2009  
Date of Last Renewal: January 23, 2008  
Network Project No. 300801746-6

Survey Performed By:  
James Manning & Associates, P.A.  
6405 Wilkinson Blvd., Suite 11  
Bannock, NC 28012  
Phone: 704-829-8623  
Fax: 704-829-8622  
Email: jmann@jmannsurvey.com

Page 1 of 1

ALTA/ACSM LAND TITLE SURVEY

Republic Surveyors Project  
BAC Project No. 300801746-606  
Republic Surveyors of North Carolina, LLC  
3128 Jeff Adams Drive, Charlotte, NC 28206

TO: (OWNER 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, the map or plan and the survey on which it is based were made on the date shown hereon of the premises specifically described in Commitment No. 08070724 dated December 15, 2008 and were made (1) in accordance with "Uniform Standard General Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2002; (2) in accordance with the "Survey Requirements for Platable Surveys" Survey dated 12/15/2008; (3) ACCORDING TO THE "Survey Requirements for Platable Surveys" dated 12/15/2008; and (4) in accordance with the "Survey Requirements for Platable Surveys" dated 12/15/2008.

The undersigned certifies that in any professional opinion, as a land surveyor registered in the State of North Carolina, the Heavens Publication Agency of this survey does not exceed that which is specified herein.

James H. Manning, Jr.  
Registration No. LC-3885  
in the State of North Carolina  
Date of Expiration: September 3, 2009  
Date of Last Renewal: January 23, 2008  
Network Project No. 300801746-6

Survey Performed By:  
James Manning & Associates, P.A.  
6405 Wilkinson Blvd., Suite 11  
Bannock, NC 28012  
Phone: 704-829-8623  
Fax: 704-829-8622  
Email: jmann@jmannsurvey.com



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]

*hw*

DATED this 7<sup>th</sup> day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation

By: *R. Wojahn*  
Rick Wojahn, Authorized Officer

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

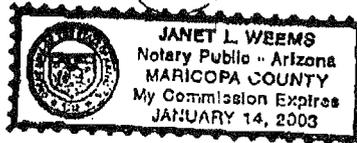
I, *Janet L. Weems*, <sup>*\*AKA R. Wojahn*</sup> a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Wojahn personally came before me this day and acknowledged that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation, and that, by authority duly 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 7<sup>th</sup> day of April, 2000.

*Janet L. Weems*  
Notary Public

My Commission Expires:

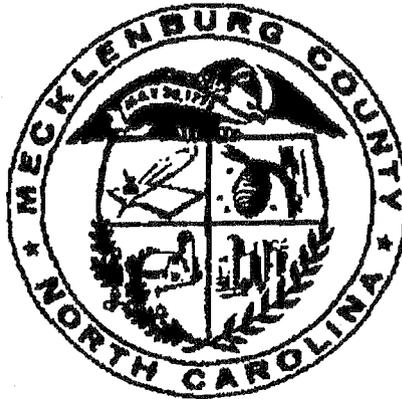
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## EXHIBIT A

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 BEGINNISH 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: \_\_\_\_\_  
Deputy/Assistant Register of Deeds

*Serena M. Pross*



2000049337

Less \* 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 DEC 29 10:10 AM  
AK: 16961 Pt. 797-728 FEE: \$17.00  
EXCISE TAX: \$15.00  
INSTRUMENT # 2003192436



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

**GRANTEE**  
  
CITY OF CHARLOTTE, a North Carolina  
municipal corporation  
  
c/o Real Estate Division  
600 East Fourth Street  
Charlotte, NC 28202-2844

Enter in appropriate blank 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 IO 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



[LIMITED LIABILITY COMPANY SEAL]

SEAL-STAMP STATE OF NC  
COUNTY OF Catawba



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

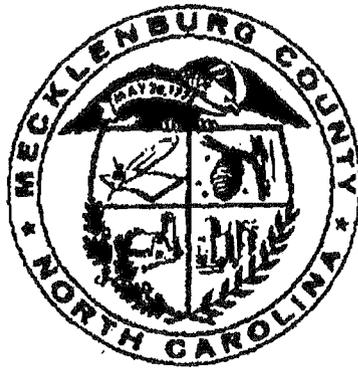
Witness my hand and official stamp or seal, this the 7th day of August, 2003.

Donna E. Vankorn  
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 Jr.  
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: 409-512 FEE \$12.00  
INSTRUMENT # 2000049339

Document No.

vesting

Tax Stamp: \$0.00

*prepared by s*  
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]

THIS DEED WAS PREPARED BY SCOTT HYDER, FENEMORE CRAIG, 3003 N. CENTRAL AVENUE, SUITE 2600, PHOENIX, ARIZONA 85012-2913.

DATED this 7<sup>th</sup> day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation

By: *R. Wojahn*  
Rick Wojahn, Authorized Officer

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa        )

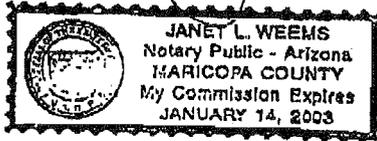
I, *Janet L. Weems* <sup>AKA R. Wojahn</sup>, a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Wojahn personally came before me this day and acknowledged that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation, and that, by authority duly given 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 7<sup>th</sup> day of April, 2000.

*Janet L. Weems*  
Notary Public

My Commission Expires:

\_\_\_\_\_



**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.



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

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]

*SC*

DATED this 7<sup>th</sup> day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a  
Delaware corporation

By: *R. Wojahn*  
Rick Wojahn, Authorized Officer

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

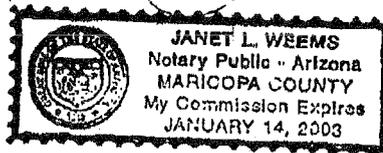
I, *Janet L. Weems*, a Notary Public <sup>AKA R. Wojahn</sup> for said County and State, DO  
HEREBY CERTIFY, that Rick Wojahn personally came before me this day and acknowledged  
that he is the Authorized Officer of Allied Waste North America, Inc., a Delaware corporation,  
and that, by authority 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 7<sup>th</sup> day of April, 2000.

*Janet L. Weems*  
Notary Public

My Commission Expires:

\_\_\_\_\_



## EXHIBIT A

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 BEGINNIN 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. Pross  
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 10:18 AM  
BK: 15861 PG: 737-738 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 blank 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 IO 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



[LIMITED LIABILITY COMPANY SEAL]

SEAL-STAMP STATE OF NC  
COUNTY OF Catawba



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 7<sup>th</sup> 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 Jr.  
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 7<sup>th</sup> day of April, 2000.

GRANTOR

ALLIED WASTE NORTH AMERICA, INC., a  
Delaware corporation

By: *Rick Wojahn*  
Rick Wojahn, Authorized Officer

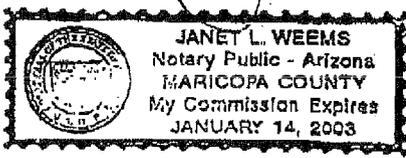
STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

I, *Janet L. Weems*, <sup>AKA R. Wojahn</sup> a Notary Public for said County and State, DO  
HEREBY CERTIFY, that Rick 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 7<sup>th</sup> day of April, 2000.

*Janet L. Weems*  
Notary Public

My Commission Expires:  
\_\_\_\_\_



## 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.



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. Pross  
Deputy/Assistant Register of Deeds

\*\*\*\*\*



2000049339

**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, 25<sup>th</sup> 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  
Tim M. Benter, Vice President

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

By: Tim M. Benter  
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

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

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 BCI Partnership as described in Deed Book 9154, Page 135 of the Mecklenburg County Public Registry; and runs thence with the line of BCI Partnership and continuing with the line of BCI Partnership as described in Deed Book 9154, Page 135 of said Registry the following two courses and distances: (1) South 58°01'20" East, a distance of 348.43 feet to a existing iron rod; (2) South 58°01'37" East, a distance of 342.64 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°25'36" 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°54'38" 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 463,288 square feet or 10.635 acres, more or less as shown on a survey by James Mauney & Associates, P.A. dated January 6, 2009, bearing file No. F541.

Being all of Tracts 1 & 2 Chambers of North Carolans, Inc as recorded in Map Book 27-345 <sup>of the</sup> 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 967 of the Mecklenburg County Public Registry and being more particularly described as follows: BEGINNING at a point being located South 44°16'29" West 62.88 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 BCI 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.