

C Cabarrus LCID 'Corky's'

LL

5001 Morehead Rd.
Concord, N.C. 28027

ph. (704) 455-3445
fax (704) 455-3449



DIN 19985
Permit # 13F



August 30, 2013

Mr. John Murray
NCDENR Division of Waste Management
610 East Center Avenue, Suite 301
 Mooresville, NC 28115

Ref: Request for change of ownership and name change for
Permit 13-F Cabarrus LCID Landfill Expansion

Dear Mr. Murray,

As per our conversation on August 22, 2013, I am requesting permission for a change of ownership and name for Permit 13-F from Calvin D. McClure dba/ Cabarrus LCID Landfill to Doug Foster, Foster Grading of 8752, Overcash Road Concord, NC 28027 to be called Morehead Landfill.

His email address is: fostergrading@ctc.net

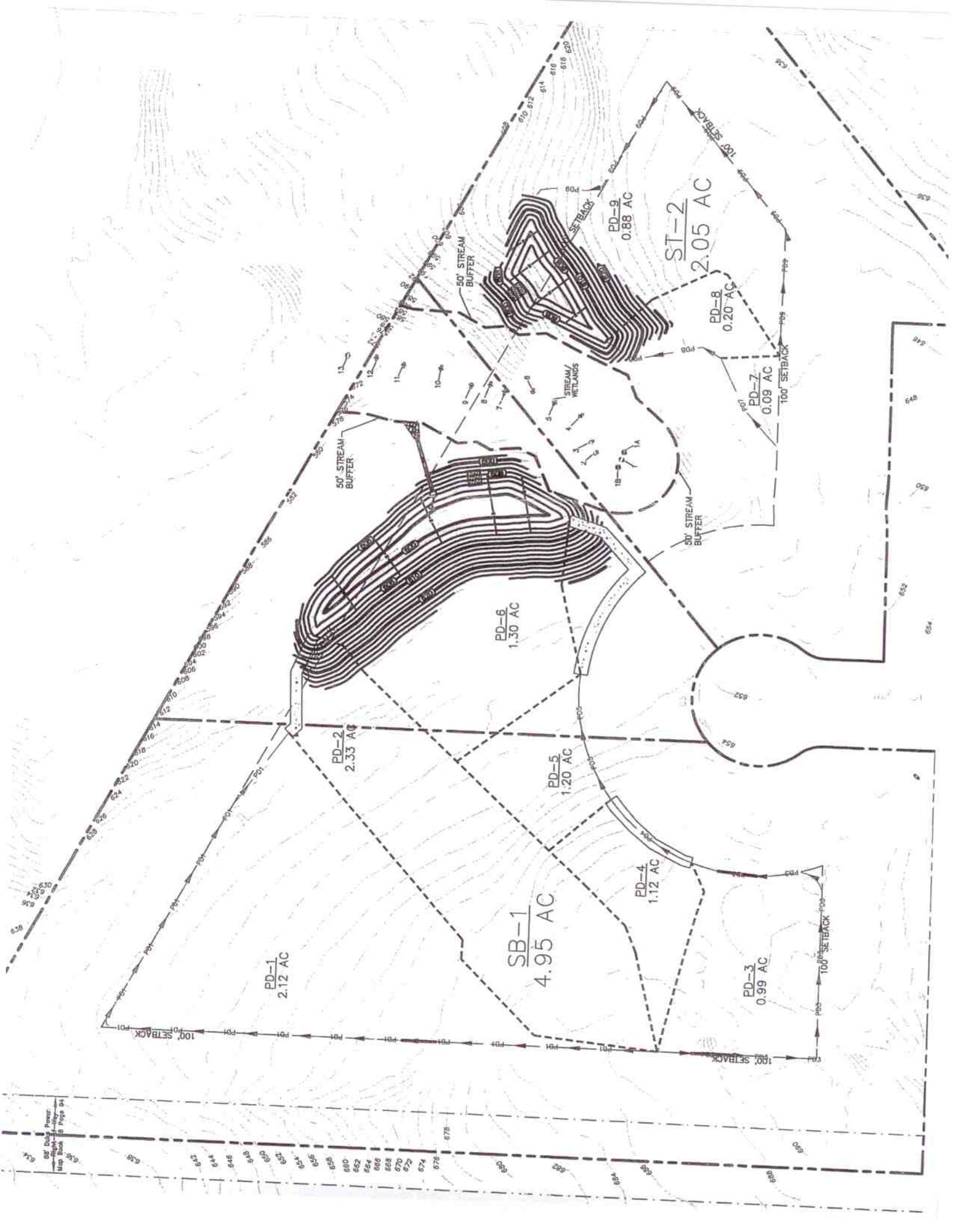
Letter/contract from Charlotte Motor Speedway as owner of property to follow.

Included are maps and any additional information needed will be furnished.

Also, please advise any fees that are applicable for this transfer.

Respectfully submitted,

Calvin D. 'Corky' McClure



CONSENT TO ASSIGNMENT
AND AMENDMENT TO AGREEMENT

Land Clearing and Inert Debris Landfill

This Consent to Assignment and Amendment to Agreement (the "Assignment") is made by and between CABARRUS LCID LANDFILL ("CLL"), MOREHEAD LCID, LLC, a North Carolina corporation("MLL"),and CHARLOTTE MOTOR SPEEDWAY, LLC, a North Carolina limited liability company ("CMS"), to be effective as of September 30, 2013(the "Effective Date").

RECITALS

WHEREAS, CMS and CLL are parties to an agreement (the "Agreement") dated April 12, 2000, as amended by that certain amendment dated August, 2009 (the "Amendment"), which Agreement and Amendment is attached hereto and incorporated herein by reference, for CLL's establishment, operation, and maintenance of a land clearing and inert debris landfill on property owned by CMS located on Highway 29 North in Cabarrus County, North Carolina (together the Agreement and Amendment shall be referred to as the "LCID Agreement"), and;

WHEREAS, CLL desires to assign to MLL, and MLL desires to accept from CLL, all of CLL's right, title, interest and obligations set forth in the LCID Agreement, and;

WHEREAS, CLL and MLL further desire to obtain the consent of CMS of the assignment and MLL and CMS desire to amend the LCID Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. CLL hereby assigns to MLL, and MLL hereby accepts from CLL, all of CLL's rights, title, interest and obligations in and to the LCID Agreement. Provided however, until such time as MLL has obtained all required governmental licenses and/or permits to operate the LCID, CLL shall remain fully liable for the operation of the LCID.
2. Assumption. From and after the Effective Date of this Assignment MLL hereby assumes and agrees to fulfill and perform and to indemnify and save harmless CLL from any and all liabilities and obligations arising under or pursuant to the LCID Agreement as amended by this Assignment.
3. Further Assurances. CLL agrees to take such further actions and to execute such further documentation as may be reasonably requested by GRS or CMS in order to effectuate the purposes of the Assignment.
4. CMS's Consent. Pursuant to Section 13 of the LCID Agreement, CMS hereby consents to the Assignment.
5. Amendment of LCID Agreement. CMS and MLL hereby agree that from and after the Effective Date of the Assignment, the LCID Agreement shall be amended as follows:

A. Section 3. (v), shall be deleted in its entirety.

B. Section 8, shall be deleted in its entirety and replaced with the following:

MLL shall maintain at its expense the following policies of insurance with insurance companies acceptable to CMS in its sole and absolute discretion and having an A.M. Best rating of at least A minus.

(i) Workers Compensation Insurance as may be required by the applicable provisions of North Carolina law, and employer's liability insurance with coverage limits of at least One Million Dollars (\$1,000,000) per accident/disease/employee.

(ii) Automobile Liability Insurance providing coverage for owned, leased or rented vehicles, with coverage limits of at least Five Million Dollars (\$5,000,000) per accident.

(iii) General Liability Insurance including, without limitation, coverage of the contractual indemnity in Section 7, above) of at least Five Million Dollars (\$5,000,000) per occurrence/per aggregate.

(iv) Environmental Risk/Pollution Liability Insurance covering MLL's operations on or about the Property, with coverage limits of at least Five Million Dollars (\$5,000,000) per occurrence.

Each policy of liability insurance which MLL is required to maintain in force hereunder shall apply to all bodily injury, death, property damage, or other loss during the policy term and shall be endorsed to add CMS and its officers, directors, shareholders, employees, agents, representatives, successors and assigns as additional insured's. MLL shall deliver to CMS copies of policies of insurance required by this Agreement or certificates of insurance evidencing the existence and amounts of such insurance prior to the commencement of the Term and thereafter prior to the expiration or cancellation of any preceding policy. All such policies maintained by MLL shall be nonassessable and shall contain language to the effect that (i) any loss shall be payable notwithstanding any act or negligence of CMS that might otherwise result in a forfeiture of the insurance, (ii) the insurer waives the right of subrogation against CMS and against CMS's affiliates, agents and representatives, (iii) the policies are primary and noncontributing with any insurance that may be carried by CMS, and (iv) they cannot be canceled or materially changed except after 30 days' notice by the insurer to CMS or CMS's designated representative. All policies of insurance obtained by MLL under this Agreement shall have a \$0 deductible. The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve MLL of any liability assumed by MLL hereunder or in any way modify MLL's indemnity obligations.

C. Section 10, shall be deleted in its entirety and replaced with the following:

CMS may notify MLL in writing in the event that MLL at any time fails to perform or observe any of its material obligations under this Agreement or in the event that any representation or warranty made by MLL hereunder is inaccurate in any material respect. MLL shall have thirty (30) days after receipt of such notice in which to cure such failure or inaccuracy; provided however, that with respect to a default by MLL under Section 8 (Insurance), MLL shall have two (2) business days within which to cure such. Following the cure periods specified in the preceding sentence, each such uncured event shall be a default by MLL hereunder, and CMS shall have the right to terminate this Agreement upon written notice to MLL in respect of such

default; provided that with respect to any failure, for which compliance within the period provided for herein is not reasonably possible, MLL shall have an additional period as reasonably required in which to cure such default prior to termination by CMS, but only if such default is able to be cured and MLL has commenced and is diligently pursuing such cure. This Agreement will terminate immediately upon any MLL bankruptcy, insolvency or assignment for the benefit of MLL's creditors.

The failure by CMS to assert any default or breach shall not constitute the waiver of or acquiescence in any other default or breach hereunder.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

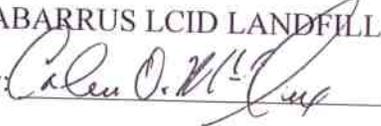
7. Miscellaneous. Any defined terms used in the Assignment shall have the same meanings as they have in the LCID Agreement. All other terms and conditions of the LCID Agreement shall remain in full force and effect without change or modification.

8. Contingency. In the event MLL does not obtain in its own name all governmental licenses and/or permits to operate the LCID, then this Assignment shall be null and void and of no force or effect and CLL shall continue to remain liable to perform as set forth in the LCID Agreement. At such time as MLL has obtained all required governmental permits and/or licenses to operate the LCID, the parties hereto shall execute a subsequent amendment to the LCID Agreement memorializing such fact.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the Effective Date.

CLL

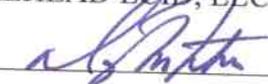
CABARRUS LCID LANDFILL

By: 

Calvin O. McClure, Owner

MLL

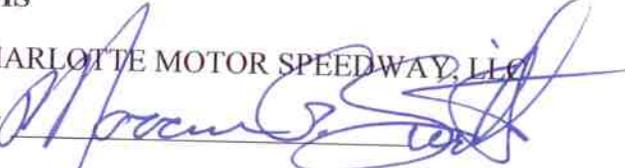
MOREHEAD LCID, LLC

By:  9/18/13

Doug Foster, President

CMS

CHARLOTTE MOTOR SPEEDWAY, LLC

By: 

Marcus G. Smith, President and General Manager

JM
cc: Robert
L. Hoke

AGREEMENT

THIS AGREEMENT is entered this 12 day of April, 2000 by and between Charlotte Motor Speedway, Inc., a North Carolina corporation ("CMS") and Cabarrus LCID Landfill ("CLL").

Recitals

A. CLL has asked CMS for permission to establish, operate and maintain a land clearing and inert debris landfill ("LCID Landfill") on property owned by CMS located on Highway 29 North in Cabarrus County, North Carolina (the "Property").

B. CMS has agreed to allow CLL to establish the LCID Landfill on the Property, provided that CLL complies with all applicable laws and regulations and the requirements of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CMS and CLL agree as follows.

1. CLL will obtain from the appropriate government agency(ies) all permits and other authorizations required for the establishment, operation and maintenance of the LCID Landfill ("Permits") under any federal, state or local statute, law, rule, regulation or ordinance, and any directives, decrees or orders issued thereunder (collectively "Laws").

2. Upon CLL's receipt of the Permits, CMS grants permission to CLL to enter onto the Property and establish the LCID Landfill in the location depicted on the plat attached to this Agreement as Exhibit "A," and thereafter to place materials in and operate and maintain the LCID Landfill. CLL will enter on the Property only during normal business hours or at other times as may be authorized by CMS in writing; provided that CMS may alter such hours or schedule in its discretion, including without limitation prohibiting the use of the LCID Landfill during any events at the Property.

3. CLL agrees to establish, operate and maintain the LCID Landfill at its sole expense, in full compliance with all Laws and in accordance with good and generally accepted engineering practices. Without limiting the foregoing, CLL further covenants and agrees that it will, at its sole expense:

(i) acquire, construct or implement all ancillary structures, equipment and other devices necessary or required for the LCID Landfill, including without limitation any stormwater controls, monitoring wells, leachate collection systems and the like, and maintain all such items.

(ii) place in the LCID Landfill only those materials allowed by applicable Laws, including land clearing debris, inert debris, untreated wood and yard waste to the extent allowed by

the Permits. Under no circumstances will CLL place in the LCID Landfill any material or substance defined or regulated as hazardous or toxic or as a pollutant or contaminant, including without limitation any petroleum products or any material that could give rise to liability under applicable Laws ("Hazardous Materials");

(iii) fill, compact and grade the LCID Landfill in stages, to CMS's satisfaction, starting with the portion of the LCID Landfill that is adjacent to the current land clearing and inert debris landfill on the Property, such that the present parking facilities on the Property are expanded as the LCID Landfill is filled;

(iv) as each stage of the LCID Landfill is finished, grade and grass the stage to CMS's satisfaction;

(v) at CMS's request, separate and grind asphalt and concrete intended for placement in the LCID Landfill and provide the ground material to CMS for its use;

(vi) follow all requirements imposed by CMS for persons accessing the Property, including without limitation health and safety requirements;

(vii) cease all activities on the Property during events on the Property, as directed by CMS;

(viii) actively locate and solicit materials for placement in the LCID Landfill; and

(ix) undertake any other activities as may be required by Laws with respect to the LCID Landfill, including without limitation any cover or monitoring requirements.

4. Without limiting the foregoing, under no circumstances will CLL place material or otherwise conduct activities in any area of the Property that qualifies as a "water of the United States" under applicable Laws, including without limitation any wetland area under the jurisdiction of the United States Army Corps of Engineers ("Corps"), without first obtaining an appropriate permit from the Corps for such work.

5. CMS reserves the right to reject any material proposed to be placed in the LCID Landfill, provided that CMS's exercise of or failure to exercise this right shall not waive, limit or otherwise affect any of CMS's rights or CLL's obligations under this Agreement.

6. CMS may at any time place any materials in the LCID, provided that such materials must be of the type allowed to be placed in a land clearing and inert debris landfill pursuant to any Permit and applicable Laws.

7. CLL shall indemnify, defend and hold harmless CMS and its officers, directors, shareholders, employees, agents, representatives, successors and assigns from and against any and

all claims, demands, suits, causes of action, losses, obligations, liabilities, damages, costs and expenses whatsoever (including without limitation reasonable attorneys' and consultants' fees and expenses and other costs of defense investigation and remediation) related to or arising directly or indirectly out of (i) any of CLL's acts or omissions under this agreement, including without limitation any personal injury or property damage caused by any of CLL's activities on the Property, (ii) any breach of CLL's covenants or obligations under this Agreement, (iii) any Laws, including without limitation those related to the presence or suspected presence, release or threatened release of Hazardous Materials, without regard to the source of the material and without regard to whether CMS had notice of the presence or release of such material, (iv) CLL's failure to comply with any Laws with respect to any aspect of the LCID Landfill, or (v) any lien filed against CMS or any portion of the Property as a result of any act or omission of CLL. This indemnity obligation shall survive the expiration or termination of this Agreement.

8. CLL shall obtain insurance covering its activities on the Property, with an insurance company acceptable to CMS, and its obligations under this Agreement, including without limitation insurance providing Workers Compensation coverage in amounts required by Laws, and Automobile coverage and Commercial General Liability coverage (including without limitation coverage of the contractual indemnity in paragraph 7, above) of at least \$1,000,000.00 per occurrence and \$1,000,000 annual aggregate. CLL's obtaining such insurance shall not limit its obligations or liabilities under this Agreement. CLL shall name CMS as an additional insured under its Automobile and Commercial General Liability policies, and shall provide CMS with a certificate of insurance upon request.

9. This Agreement shall expire on the earlier of (i) the fifth anniversary of the date of issuance of the last permit required for the establishment and operation of the LCID Landfill, (ii) the revocation of any Permit, or (iii) the termination of this Agreement by CMS as provided in paragraph 10, below. In the event that this Agreement expires under this paragraph 9(i) or 9(ii), and (x) the LCID Landfill has additional capacity after such expiration, (y) CMS decides to continue accepting waste in the LCID Landfill, and (z) CLL has not caused the revocation of a Permit, CLL shall have the right of first refusal to attempt in good faith to negotiate an extension of this Agreement on terms satisfactory to both parties. CLL shall not have a right of first refusal in the event that this Agreement is terminated pursuant to paragraph 10.

10. CMS may terminate this Agreement in its discretion upon the breach of CLL of any of its representations, covenants or obligations under this Agreement, or upon any CLL bankruptcy, insolvency or assignment for the benefit of CLL's creditors, effective upon CLL's receipt of CMS's notice of termination.

11. Upon the expiration or termination of this Agreement, unless it is extended pursuant to negotiations contemplated by paragraph 9, above, CLL shall, at its sole expense, take all steps required by Laws or CMS to close permanently the LCID Landfill. To the extent that any post-closure monitoring or other care is required by Laws or CMS for the LCID Landfill, CLL shall conduct such monitoring and care at its expense.

12. The severability, invalidity or unenforceability of any paragraph or any part of any paragraph in this Agreement shall not in any way affect the validity or enforceability of any other paragraph or any part of any other paragraph.

13. This Agreement shall be binding upon and inure to the benefit of CMS and its successors and assigns. This Agreement may not be assigned by CLL without CMS's written consent, which may be withheld in CMS's discretion.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

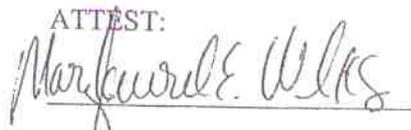
15. This Agreement is intended by the parties to, and does, constitute the entire agreement of the parties with respect to the matters contemplated by this Agreement, and it supersedes any and all prior understandings, written or oral, between the parties.

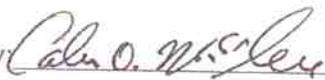
16. This Agreement may be executed in two or more counterparts, each of which together shall constitute one and the same instrument.

17. The failure of CMS or CLL to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by CMS or CLL at any time, express or implied, or any breach of any provisions of this Agreement, shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provisions.

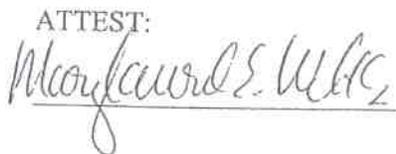
WHEREFORE, the parties have executed this Agreement on the date first above written.

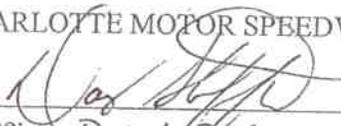
CABARRUS LCID LANDFILL

ATTEST:

(SEAL)

By: 
Name: _____
Title: Sole Proprietor.
4424 Haggart Creek Rd.
Charlotte, N.C.
28219

CHARLOTTE MOTOR SPEEDWAY, INC.

ATTEST:


By: 
Name: DOUG STAFFORD
Title: E.V.P.

Amendment
To
Agreement

JY
ML

Land Clearing and Inert Debris Landfill

This Amendment (the "Amendment") to the Agreement by and between Charlotte Motor Speedway, LLC ("CMS"), and Cabarrus LCID Landfill ("CLL") dated April 12, 2000 (the "Agreement") is entered into and effective as of August [], 2009. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Background

WHEREAS, CMS and CLL entered into the Agreement; and

WHEREAS, CLL is renewing its Permits for an additional 5-year period, and desires to (i) extend the term of the Agreement to allow continued operation of the LCID Landfill once new Permits are obtained, and (ii) increase the size of the LCID Landfill to include a new area, as depicted on the plat attached to this Amendment as Exhibit "A" (the "LCID Annex"); and

WHEREAS, CMS and CLL therefore desire to add certain provisions to the Agreement by this Amendment.

NOW, THEREFORE, CMS and CLL, in consideration of the mutual promises set forth below, and intending to be legally bound, hereby agree to the following amendments to the Agreement:

Extension of Term

Section 1: Acknowledgement of Previous Term Extension: CMS and CLL hereby agree and acknowledge that the term of the Agreement was extended in 2005 for five (5) years pursuant to mutual consent of the parties.

Section 2: Amendment to Section 9: The first sentence of Section 9 shall be deleted in its entirety and replaced with the following in lieu thereof with the remainder of Section 9 remaining in full force and effect:

"This Agreement shall expire on the earliest of (i) the fifth anniversary of the anticipated 2009 date of issuance of the last permit required for the continued operation of the LCID Landfill, (ii) the revocation of any Permit, or (iii) the termination of this Agreement by CMS as provided in paragraph 10, below."

Landfill Boundaries

Section 3: Amendment to Section 2: The following shall be added to the end of Section 2:

"In addition, CMS grants permission to CLL to enter onto the Property and establish the LCID Annex and thereafter to place materials in and operate and maintain the LCID Annex, but only (i) upon CLL's renewal of the applicable Permits in 2009, (ii) upon CMS's confirmation to its satisfaction that the renewed Permits authorize the use of the LCID Annex for purposes consistent with applicable law and this Agreement, and (iii) subject to the terms and conditions of this Agreement to same extent as if the LCID Annex were originally part of the LCID Landfill.

Section 4: Effect of Amendment. Effective upon execution of this Amendment, this Amendment shall be a part of the Agreement and except as expressly amended by this Amendment, the Agreement is in all respects ratified and confirmed and remains in full force.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first written above.

CHARLOTTE MOTOR SPEEDWAY, LLC

By:

Name:

Title:

CABARRUS LCID LANDFILL

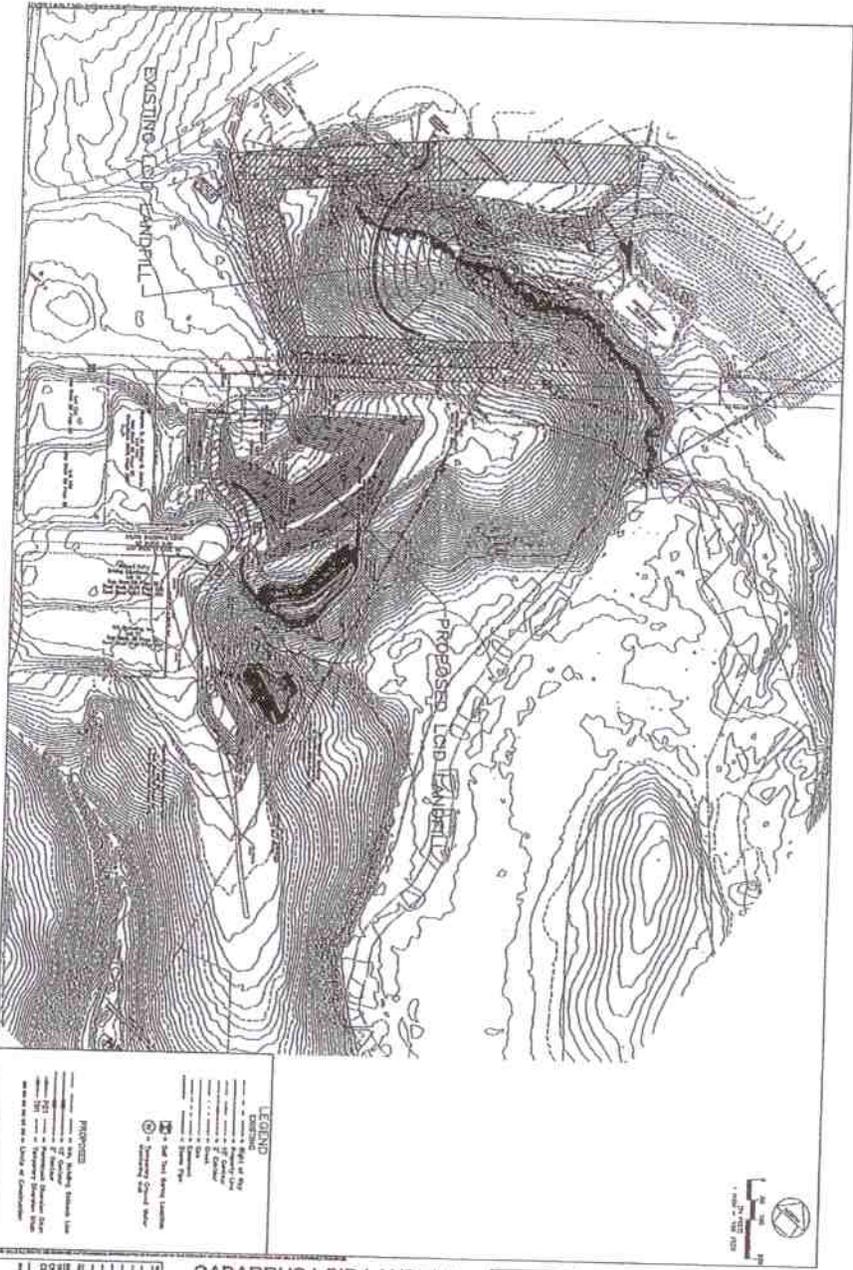
By:

Name:

Title:

Exhibit A

(See attached.)



LEGEND

EXISTING

- Existing Site Boundary
- Existing Topography
- Existing Contour Lines
- Existing Road
- Existing Utility
- Existing Structure
- Existing Elevation

PROPOSED

- Proposed Site Boundary
- Proposed Topography
- Proposed Contour Lines
- Proposed Road
- Proposed Utility
- Proposed Structure
- Proposed Elevation

NOTES

1. All elevations are in feet above sea level.
2. Contour interval is 5 feet.
3. Elevation of spot heights is in feet above sea level.
4. All spot heights are to be checked by the contractor.

C-3.3

NO.	REVISION	DATE

**CABARRUS LCID LANDFILL
EXPANSION**
CABARRUS COUNTY, NORTH CAROLINA



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