

21012
3042 P00047

ENGINEER'S REPORT

for

OCALA RECYCLING, L.L.C.

JN - 1001

October 29, 2001
Ocala, Marion County, Florida



GUERRA DEVELOPMENT CORPORATION

CIVIL AND STRUCTURAL ENGINEERING
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Solid Waste Section

ATTACHMENT A: Geotechnical Report

ATTACHMENT B: Proof of Ownership and Control

1 GENERAL INFORMATION

1.1 Location and Access

The Ocala Recycling C & D disposal site is located off NW 27th Avenue, just north on NW 21st Street, in Ocala, Marion County, Florida. The project property is located in section 2, Township 15, Range 21 East.

Access to the site can be made from I-75, exiting on US 27, heading east to NW 27th Avenue, then north along 27th Avenue to NW 21st Street, then proceed approximately 1/4 mile along 27th Avenue. The site's entrance would be on the west side of NW 27th Avenue.

1.2 Background

The Ocala Recycling Landfill for C & D disposal (ORC&D) was permitted on September 23, 1999, permit number SO42-0019600-001, with an approximate project area of 10 acres.

The owners and operators of the project are in the process of expanding the facility. To this effect they have a contract for purchase for a 20-acre parcel and have already purchased an 11-acre parcel.

1.3 Site Information

For discussion purposes the entire site is divided into three (3) distinct parcels:

Parcel 1: Existing permitted 10 acre property. C & D operations under way.

Parcel 2: 20 acre parcel under contract, located to the south of the existing landfill, and currently used as a non-permitted pit, where sand has been mined and C & D debris has been deposited.

Parcel 3: 11-acre parcel to the west and north of the existing permitted facility. This property is currently vacant, wooded and it is intended to be used for storm water management.

1.4 Permit

1.4.1 Based on the intended use of the site, and after various meetings and telephone consultations between the client/engineer and the FDEP, an application for a new permit is being submitted.

1.4.2 The new permit application will encompass the entire property controlled by the owner/operator of the facility, which includes the three parcels described before.

1.4.3 The new permit being requested is based on the provisions as described on Chapter 62-701.730, Construction and Demolition Debris Disposal and Recycling.

2 ENGINEERING DATA

In accordance with 62-701.730(2)(a), this submittal and report includes the following documentation:

2.1 Site Plan, 62-701.730(2)(a)1

A complete set of certified engineering drawings accompanies this submittal. The engineering drawings (Site Plan) have been prepared in 24"x36", with a scale of 1"=60'. These drawings show among other information, a project location map, it identifies the proposed disposal units, total acreage of the site and of the proposed disposal units, relevant topographic features, potable water wells within 500 feet of the site, and community water systems on or within 100 feet of the site. This report also includes a drawing labeled "Well Location Diagram", showing the results of a field survey to locate wetlands, public and private water wells within specific distances from the project.

2.2 Geotechnical Investigation

A geotechnical report in accordance with Rule 62-701-420 was prepared by Central Testing Laboratories. Attachment A to this report shows a copy of the geotechnical report.

2.3 Hydrogeological Investigation

A Phase I and Limited Phase II Environmental Site Assessment has been included along with this submittal.

The existing permitted project is the holder on an approved monitoring well and sampling plan, which will remain in effect and applicable until such time as the operations are expected to take place outside of the already approved site.

Before operations are expected to in the newly acquired parcel (parcel 2) a revised monitoring plan will be submitted for approval.

2.4 Facility and Cell Design

2.4.1 Design Life

The estimated life for the site is 10 years. Obviously, the actual life of the facility will depend on the amount of debris being deposited at the site, which in itself is closely related to the economic activity of the time.

2.4.2 Disposal Area

The overall cell design and distribution has been modified to account for the additional parcels acquired. The new design involves two (2) larger cells, primarily divided by an existing gas easement.

2.4.2.1 Cell #1

This cell is located east and north of the gas easement, and it includes all of the previously permitted site. In order to establish when a new monitoring plan will be required, Cell #1 has been subdivided into sub-cells 1A and 1B.

Sub-cell #1A encompasses the entire previously permitted project (10 acres) for which the current monitoring and sampling plan is applicable. Sub-cell #1B is the remainder of Cell #1, which is located east and north of the gas easement, but in parcel #2.

2.4.2.2 Cell #2

Cell #2 is located entirely in Parcel 2, south and west of the gas easement.

2.4.3 Sequence of Work

Cell #1A should be filled to original surface level before proceeding to Cell #1B, at which time a revised monitoring plan will be required.

After Cell #1 is brought to original surface level, work may commence on Cell #2 until reaching original surface level.

The next phase involves storage above ground, which will take place simultaneously between cells #1 and #2.

2.4.4 Design Height

The target height of the landfill is sixty (60) feet above the lowest original surface level along the property perimeter. Based on the survey furnished to GDC by the client, the maximum elevation of the site upon closure is 130 feet NGVD.

3 BOUNDARY SURVEY

A survey of each of the parcels comprising the project has been made by Robert L. Rogers Engineering, in accordance with 62-701-730(2)(b). This survey includes the property legal description, boundary information, topographic and improvements location survey. Given the daily changing nature of the existing permitted facility operation, the original boundary and topographic survey was included. The information provided by said survey was the basis for the engineering design of this project.

4 OPERATION PLAN

This plan has been prepared to meet requirements set forth by Rule 62-701.730(7). Upon approval by FDEP, a independent copy shall be issued to the operator.

4.1 General Operation

The site will be operated during normal business hours, 7:00 a.m. to 6:00 p.m., Monday through Friday.

Disposal of waste shall be done in a manner consistent with section 2.4.3, Sequence of Work. The active cell will be excavated within the parameters shown in the engineering drawings, the resulting dirt stored in an inactive area of the site. Part of the excavated material shall be reserved for "closing" of the facility, which involves a clay cap and a top soil surface.

The incoming debris is dumped on the cell itself, designated also as sorting area, where it is then spread with the tracked dozer or front-end loader. Once the debris has been spread, segregation of the material is done by-hand by one (1) site employee per each independent dumping area.

The material is segregated into three categories, namely -- putrescible, non-permitted non-putrescible and permitted C & D waste to be disposed off on-site. The two (2) dumpsters for non-permitted waste shall be handled as described in section "Temporary Storage" of this report. Waste leaving the site shall be delivered only to facilities approved to handle the specific type of waste being delivered.

4.1.1 Prohibitions (~~Rule 62-701.300~~)

The storage, processing and disposal of waste within this facility shall be in accordance with conditions set forth by all permitting regulatory agencies, including FDEP, SJRWMD. Operations must comply with applicable sections of FDEP rule 62-701, "Solid Waste Management Facilities".

4.1.1.1 Open burning of solid waste is prohibited except in accordance with rule ~~62-701.520(2)~~

4.1.1.2 Hazardous waste, Bio-hazardous waste and or liquids containing polychlorinated biphenyl (PCB) are specifically prohibited from acceptance and/or disposal on this site.

4.1.1.3 The following items and/or materials shall not be disposed-of on this site:

- Buckets or cans containing tar, paint, solvents, glue, or other liquids
- Lead-acid batteries
- Used oil
- White goods
- Whole waste tires
- Noncontainerized liquids
- Containerized liquids
- Containers or tanks 20 gallons or larger in capacity, unless these have one end removed or punctured enough to ensure that they are not holding

any liquids.

- Other materials which are not listed here may be listed in the Rule 62-701, or related rules.

4.1.2 Material Allowed (~~Rule 62-701.200~~ (19))

Only inert waste generated by construction and demolition activities, generally considered to be not water soluble and non-hazardous in nature shall be accepted for disposal in this site. These materials include:

- Steel
- Glass
- Brick
- Concrete
- Asphalt material
- Pipe
- Gypsum wallboard
- Lumber
- Rocks
- Soils
- Vegetative cover, trees and tree remains.

4.2 Emergency and Contingency Plan

4.2.1 Fire

Accidental fires, although unlikely, are possible. However, the most likely type of fire is one which is deliberately set. The following guidelines have been developed to minimize the potential for fires and the spreading of said fires to surrounding properties.

- 4.2.1.1** A six (6) foot high berm (minimum) shall be constructed along the perimeter of the parcels used for disposal. The thirty six (36) foot space between the property line and the top of the berm shall be used as a buffer around the property in order to retard any eventual incendiary occurrence. The buffer zone shall be kept free of vegetation and debris at all times.
- 4.2.1.2** The vegetative screen, provided to buffer surrounding properties from noise, and visual pollution, shall be located on top of the berm.
- 4.2.1.3** Equipment capable of moving large amounts of dirt shall be maintained on-site and in working condition for use in putting fires out or creating new fire break lanes. The same front-end loader used for spreading and compacting the waste can be used for this purpose.
- 4.2.1.4** Since the operation of this site is not daily, but sporadic, and no facilities exist at the site, a chainlink fence with locked gates securing the site shall be installed, complemented with a routine of daily site.

4.2.2 Health and Injury

The operator shall be responsible for conducting the operation of this site at all times in accordance with OSHA and other applicable safety provisions.

The following minimum safety measures shall be taken:

- 4.2.2.1** The equipment operator (spotter, driver and or front end loader operator) shall have access within the site to two-way communication with the main office. Cellular telephones or other type of radio telephone would be acceptable.
- 4.2.2.2** A First Aid Kit shall be available at the site during operations. The first aid kit can be placed in the front end loader and or the vehicle used to travel to the site. A more comprehensive First Aid Kit shall be located inside the project office.
- 4.2.2.3** A written notification shall be sent by the Owner and/or Operator of the facility to emergency management entities, such as Police, 911, Fire Department. The notification shall include as a minimum, the telephone number, address, name of business, contact person, directions for access to the site and the type of work conducted within the site.

4.2.3 Sinkhole Formation

Upon the discovery of a sinkhole, the permitted operator for the site shall notify the engineer of record, the water management district and FDEP.

4.3 Site Resources List

4.3.1 Personnel

The operator of the disposal site intends to continue current practices. This includes one individual who drives the truck containing the waste to the site. Upon depositing the waste in the sorting area, this individual then operates the front-end loader to spread and visually inspect the waste, prior to placement in the cell.

This individual would now have to be trained per Rule 62-701-730(8) FAC, as well as be licensed to operate the waste truck and the front-end loader.

4.3.2 Equipment

Two front-end loaders, one D8 Bulldozer.

4.4 Compaction and Grading Schedule

Waste shall only be placed on each cell after it has been spread, visually spotted for non-permitted material and segregated (if applicable). Acceptable waste shall be placed in the cells in 12-inch layers. Then it shall be compacted by at least two (4) passes with the front-end loader or two (2) passes with the tracked bulldozer.

Refer to the Site Layout sheet of the engineering drawings for a table showing the depth and top grading schedule for each cell.

4.5 Site Access Control

The plans call for chainlink fence around the entire site. The entrance gate shall be locked and a sign shall be installed at the entrance showing the name of the facility and a telephone number for normal and off (emergencies) business hours.

As an alternative to fencing the entire site, the operator may elect to fence and secure the DRA and active portion of the site only, in conjunction with the berm and buffers shown on the drawings along the perimeter.

4.6 Minimum Waste Inspection

As described on Rule 62-701.730(7)(d), at least one spotter must be on duty to inspect the waste as it is delivered prior to final placement in the cell. See Operation Plan for additional information.

4.7 Nuisance Control

The proposed location and size of the cells minimize the potential for nuisance to the surrounding areas.

4.7.1 Odors

The nature of the waste being received at the site, construction debris, minimizes the potential for foul odors as well as animal life nuisance.

The only potential for odors arises from non-permitted waste segregated by the spotter to the designated temporary storage. This waste will be placed in dedicated dumpsters, which must be emptied regularly at an applicable and permitted landfill, such as the Marion County landfill.

The temporary storage of non-permitted waste at the site shall not exceed 48 hours for putrescible waste and 30 days for non-putrescible waste.

4.7.2 Noise

Operations will continue as they have, with working hours from seven (7) a.m. to six (6) p.m., Monday through Friday. The proposed berm is intended to provide visual as well as noise protection.

4.7.3 Litter

The engineering drawings call for the site to be totally surrounded by a six (6) foot high berm and a chainlink fence. This will minimize the potential for debris such as paper or other like light-weight items to be blown to surrounding properties; The only source for such debris will be the sorting area.

The actual cell should not present a problem since these will be excavated areas generally located below the surrounding terrain.

During cell operations above original ground level, the operator shall inspect the surrounding areas outside the project on a monthly basis to ensure that debris and litter is not being blown beyond the project. Any project litter found must be collected by the operator.

The operator is hereby required to maintain a clean project site free of litter. Periodic clean up runs, not to exceed one month (or sooner if needed) are required as a measure of good management practice, and it should encompass the entire site.

4.8 Storage of Petroleum and other Maintenance Materials

Given the nature of the operation of this site, no storage of fuel, oils or other maintenance material is expected. Fuel and oil will be brought to the equipment on as-needed basis.

5 CLOSURE PLAN

Closure of the facility will involve capping the remaining landfill cell areas, grading the site, seeding/grassing and providing the drainage facilities as indicated on the closure plan, submitted as part of the engineering drawings.

6 FINANCIAL ASSURANCE

Financial assurance in accordance with Rule 62-701.730(11), is enclosed via separate cover.

7 PROOF OF OWNERSHIP OR CONTROL

The Ocala Recycling C & D Debris Disposal Facility is owned and operated by Ocala Recycling L.L.C.. Copies of the deeds and contract for purchase has been enclosed.

8 STORM WATER

The storm drainage system for this site has been designed to meet applicable criteria from the Saint Johns River Water Management District. The system consists of retention ponds, sized to manage the pre-post of a 100-year 24-hour event, to minimize damage to downstream properties which may result from this project. A permit application and report are being submitted at this time to the SJRWMD.

9 TEMPORARY STORAGE

The spotter for the project is charged with inspecting and sorting the waste. All non-permitted waste shall be segregated away prior to final placement and compaction in the cell.

Two (2) dumpsters shall be provided within 100' of the active cell. One will receive the putrescible material, which must be emptied within 48 hours of receiving waste. The other will receive non-putrescible waste, and will be emptied as needed, but not to exceed 30 days after receiving waste.

The dumpsters shall be placed adjacent to the stabilized driveway to permit the garbage truck to have access. These dumpsters shall be relocated as needed, as the project progresses.

10 TRAINING

It shall be the responsibility of the owner/operator of the facility to ensure that spotters and operators are trained in accordance with Rule 62-701.730(8) FAC. Within one (1) year from the date of this report or within one (1) year of the hiring of a particular operator, each operator shall complete 20 hours of training in an approved course. After this, each operator shall complete 15 hours of training within each subsequent three (3) year period. Spotters shall complete the same training as operators, except that they need only 8 hours of initial training and 8 hours of continuing training.

Training for personnel on this site will take place through the University of Florida TREEO Center, at the Construction and Demolition Debris Landfills: Short Course for Operators. Date and location of seminars may be found at the following address:

University of Florida
TREEO Center
3900 SW 63rd Blvd.
Gainesville, FL 32608-3848
E-Mail: train@treeo.doce.ufl.edu

11 LONG TERM CARE PROVISIONS

11.1 General

These provisions shall be construed as a minimum and it should not supersede any conditions and/or special provisions set forth by permitting agencies such as DEP and the water management district.

Every effort must be made to keep the site in accordance with the design plans and approved permit conditions and special provisions.

11.2 Vegetative Cover

The project area shall be monitored on a bi-annual basis for erosion. Ensure that a good the vegetative cover is in place over the closed cells to minimize erosion.

The sod planted on the side slopes for the drainage retention area and ditches shall be mowed regularly. Any areas which have been washed out and eroded shall be re-graded and re-sodded as needed.

11.3 Erosion

Eroded areas shall be repaired promptly to minimize further damage. Re-grade and replace vegetative cover. Accumulated silts from normal drainage flow or from erosion shall be removed from ditches and DRA on a yearly basis.

11.4 Fences

The perimeter fences and gates shall be inspected on a monthly basis and repairs be effected promptly to secure the project site from unauthorized entry.

11.5 Tree Buffer Zones

The proposed perimeter tree buffer zone shall be monitored on an annual basis to ensure the normal progress of planted material growth. The long leaf pine plantings shall be replaced as needed to maintain a continuous barrier along the project perimeter. Alternate plant and trees may be used so long as they are of species which are expected to do well in the climate of the project site and provide similar buffering when fully grown.

11.6 Cell Caps

Routine inspections should help minimize the potential for damage to the cell clay cap. However, if erosion occurs to the point that the clay cap has been removed or reduced in specific areas, it must be promptly returned to its design characteristics. Upon making repairs to the cap, a cap of soil suitable for vegetative growth shall be placed on top of the clay cap, to sustain a vegetative cover.

11.7 Regrading

Re-grade as necessary to maintain the final topography of the site as shown in the Closure Plan. This may be necessary due to erosion damage, settlement of the cells due to consolidation of the buried debris, etc. If sinkholes are found or develop, the project engineer and/or the water management district must be notified immediately.

Central Testing Laboratory

EB 0002407

Engineering and Materials Testing

Reply to:
Ocala Laboratory

October 2, 2001

Ocala Recycling
c/o Guerra Development Corporation
2216 E. Silver Springs Boulevard
Suite 4
Ocala, FL 34470

Attention: Juan Guerra, P.E.

Subject: Subsurface Exploration, Ocala Recycling Addition,
Marion County, Florida
CTL Project No. 0187151.200

Dear Mr. Guerra:

Central Testing Laboratory, Inc. (CTL) has completed the requested preliminary testing services for the referenced project. Borings were performed in general accordance with the applicable ASTM standard procedures. A copy of the procedure is attached for your information.

Four (4) auger borings and two (2) field permeability tests were performed and are identified per the approved location plan in Figure I. The boring logs with soil profiles and soil classifications are attached for your review. Also included is a summary showing permeability test values from each of the two (2) locations. The Soil Survey of Marion County published by the U.S. Department of Agriculture show the site to be located in Candler sand with seasonal high water (SHW) greater than six (6) feet below ground surface. A SHW elevation was not apparent in any of the borings, however, a water table was encountered at 31.5 feet below the surface in AB-1. Shown below are results of the field permeability tests.

LOCATION	SOIL DESCRIPTION	PERMEABILITY (ft/day)	TEST DEPTH (ft.)
		K _v	
30' East of AB-4	Fine sand (SP)	3.53	4.0
10' East of AB-4	Fine sand, slightly clayey (SC)	1.47	8.5

5400 S. Florida Avenue
Inverness, FL 34450
(352) 726-6447

723 S. 14th Street
Leesburg, FL 34748
(352) 787-1268

Sumter County
(352) 793-3110

1725 SW 17th Street
Ocala, FL 34474
(352) 622-1186

Member of the American Society for Testing and Materials

Ocala Recycling c/o Guerra Development
Ocala Recycling Addition
CTL Project No. 0187151.200

October 2, 2001

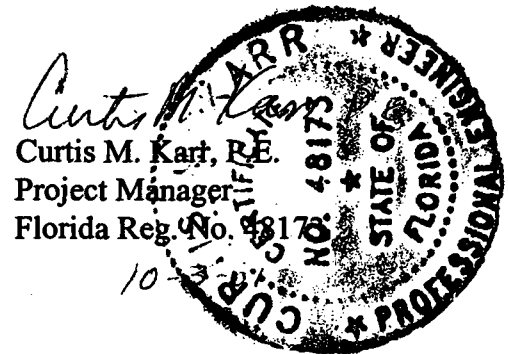
Page 2

CTL appreciates this opportunity to provide these services for your project and looks forward to working with you on future phases and other projects. Should you have any questions regarding the borings and data, please do not hesitate to contact our office at 622-1186.

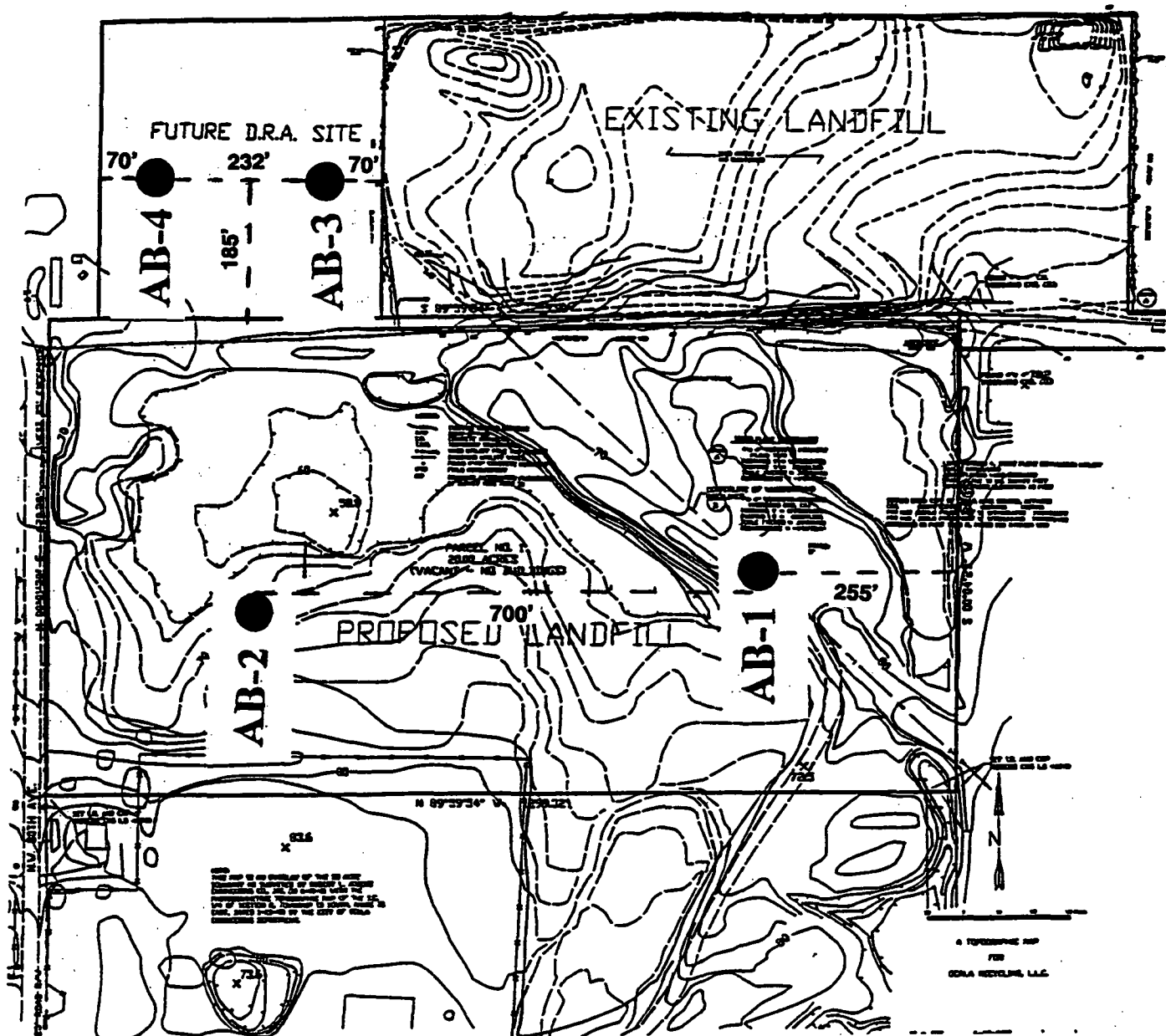
Respectfully submitted,
CENTRAL TESTING LABORATORY, INC.

 10/3/01

Kevin L. Price
Branch Manager



KLP/cla



CENTRAL TESTING LABORATORY **ENGINEERING AND MATERIALS TESTING**



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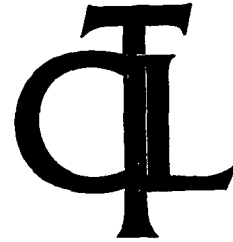
BORING LOCATION PLAN
OCALA RECYCLING ADDITION
MARION COUNTY, FLORIDA

Drawn By: CMK
Checked By: CMK
Date: October 2, 2001

Job Number: 0187151.200

FIGURE 1

CENTRAL TESTING LABORATORY



ENGINEERING-MATERIALS TESTING-QUALITY CONTROL

LEESBURG-FLORAL CITY-OCALA

STANDARD GUIDE FOR SOIL SAMPLING FROM THE VADOSE ZONE ASTM D 4700

Sampling vadose zone soil involves inserting into the ground a device that retains and recovers a sample. Devices and systems for vadose zone sampling are divided into two general groups, namely the following: samplers used in conjunction with hand operated devices and samplers used in conjunction with multipurpose or auger drill rigs. Vadose zone sampling is useful for a variety of reasons including the following: stratigraphic description, hydraulic conductivity testing, moisture content measurement, moisture release curve construction, geotechnical testing, soil gas analyses, microorganism extraction, or pore liquid and soils chemical analyses. Depths of investigations are limited by groundwater conditions, soil characteristics, and the equipment used.

Sampling with Hand Operated Devices - Barrel augers used include the following: regular barrel auger, stainless steel barrel auger, and post-hole type barrel auger. The auger is rotated to advance the barrel into the ground. The operator may have to apply downward pressure to keep the auger advancing. When the barrel is full, the unit is withdrawn from the soil cavity and a sample may be collected from the barrel.

Sampling with Multipurpose and Auger Drill Rigs - Multipurpose and auger drill rigs are generally equipped with rotary power and vertical feed control to advance both hollow-stem augers and continuous flight (solid stem) augers. Sampling is accomplished by rotating the auger column into the soil and retaining the cuttings on the flights. Samples from solid stem augers are termed disturbed and are not suitable for analyses requiring undisturbed samples such as hydraulic conductivity tests. When representative samples from discrete depths are desired, the borehole should be made large enough to insert a smaller diameter auger or another sampler (for example, a thin-walled tube) to the bottom of the borehole, without touching the sides of the borehole, then collect a discrete sample from the interval ahead. Hollow-stem augers may be used to advance a borehole to a desired sampling depth. Sampling is done by inserting the sampler through the hollow stem of the auger column. The drilling rig operated by Central Testing Laboratory is equipped with four (4) inch solid stem flight augers and six (6) inch hollow-stem flight augers.

MEMBERS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS

BORING LOG

BORING NO. AB-1

PROJECT: OCALA RECYCLING ADDITION

BORING LOCATION: SEE FIGURE 1

BORING METHOD: ASTM D-4700

CLIENT: OCALA RECYCLING C/O GUERRA DEVELOPMENT CORPORATION

DEPTH TO - Water: 31.5

DATE: 9/19/01

ELEVATION: N/A

DRILLER: DR/CR

DEPTH OF COLLAPSE: N/A

ELEVATION/ DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	FIELD CLASSIFICATION	DETAILS
0		YELLOWISH BROWN 10YR 5/8 SANDY CLAY (CL)	
5		GRAYISH BROWN 10YR 5/2 SANDY CLAY (CL)	
10		BROWN 10YR 4/3 CLAYEY SAND (SC)	
15		BROWN 10YR 4/3 SANDY CLAY (CL)	
20		YELLOW 10YR 7/6 CLAY (CH) LIQUID LIMIT = 52 PLASTIC LIMIT = 30	
25		LIGHT BROWNISH GRAY 10YR 6/2 CLAYEY SAND (SC) PASSING NO. 200 SIEVE: 16.3%	
30		BROWNISH YELLOW 10YR 6/6 SANDY CLAY (CL) LIQUID LIMIT = 39 PLASTIC LIMIT = 21	
35		VERY PALE BROWN 10YR 8/3 CLAYEY SAND WITH LIMEROCK (SC)	

Notes: BORING GROUTED UPON COMPLETION.

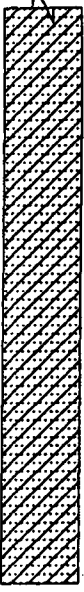
PAGE NO.

LOG OF TEST BORING

BORING AB-1

PROJECT: OCALA RECYCLING ADDITION

DATE: 10/2/01

ELEVATION/ DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	FIELD CLASSIFICATION	DETAILS
40		PASSING NO. 200 SIEVE = 37.3%	
45			
50		VERY PALE BROWN 10YR 8/3 TO DARK YELLOWISH BROWN 10YR 4/4 CLAYEY SAND WITH LIMEROCK (SC)	
55			
60			
65			
70			
75			

PAGE NO.

BORING LOG

BORING NO. AB-2

PROJECT: OCALA RECYCLING ADDITION

BORING LOCATION: SEE FIGURE 1

BORING METHOD: ASTM D-4700

CLIENT: OCALA RECYCLING C/O GUERRA DEVELOPMENT CORPORATION


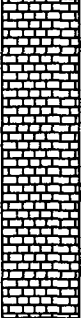


DEPTH TO - Water: N/A

DATE: 9/19/01

ELEVATION: N/A

DRILLER: DR/CR

DEPTH OF COLLAPSE: N/A

ELEVATION/ DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	FIELD CLASSIFICATION	DETAILS
0		GRAYISH BROWN 10YR 5/2 CLAY (CH)	
-3			
-6		LIQUID LIMIT = 88 PLASTIC LIMIT = 61	
-9			
-12		LIGHT YELLOWISH BROWN 10YR 5/6 CLAY WITH TRACE OF LIMEROCK (CH)	
-15			
-18		WHITE 10YR 8/1 LIMEROCK	
-21			

Notes: BORING GROUTED UPON COMPLETION.

PAGE NO.

BORING LOG

BORING NO. AB-3

PROJECT: OCALA RECYCLING ADDITION

BORING LOCATION: SEE FIGURE 1

BORING METHOD: ASTM D-4700

CLIENT: OCALA RECYCLING C/O GUERRA DEVELOPMENT CORPORATION

DEPTH TO - Water: N/A

DATE: 9/20/01

ELEVATION: N/A

DRILLER: DR/CR

DEPTH OF COLLAPSE: N/A

ELEVATION/ DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	FIELD CLASSIFICATION	DETAILS
0		LIGHT BROWNISH GRAY 10YR 6/2 FINE SAND (SP)	
3			
6		GRAY 10YR 6/1 CLAY (CH)	
9			
12			
15		WHITE 10YR 8/1 LIMEROCK	
18			
21			

Notes: BORING FILLED UPON COMPLETION.

PAGE NO.

BORING LOG

BORING NO. AB-4

PROJECT: OCALA RECYCLING ADDITION

BORING LOCATION: SEE FIGURE 1

BORING METHOD: ASTM D-4700

CLIENT: OCALA RECYCLING C/O GUERRA DEVELOPMENT CORPORATION

DEPTH TO - Water: N/A

DATE: 9/20/01

ELEVATION: N/A

DRILLER: DR/CR

DEPTH OF COLLAPSE: N/A

ELEVATION/ DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	FIELD CLASSIFICATION	DETAILS
0		PALE BROWN 10YR 6/3 FINE SAND (SP) PASSING NO. 200 SIEVE: 7.3%	
3			
6			
9		YELLOWISH BROWN 10YR 6/6 SLIGHTLY CLAYEY SAND (SC) PASSING NO. 200 SIEVE: 13.3%	
12			
15		LIGHT BROWNISH GRAY 10YR 6/2 CLAYEY SAND (SC)	
18			
21			

Notes: BORING FILLED UPON COMPLETION.

PAGE NO.

KEY TO SYMBOLS

Symbol Description

Strata symbols



INORGANIC CLAYS
MEDIUM PLASTICITY



CLAYEY SANDS
SAND-CLAY MIXES



INORGANIC CLAYS OF
HIGH PLASTICITY



LIMEROCK



POORLY GRADED SANDS
OR GRAVELLY SANDS
LITTLE OR NO FINES

Misc. Symbols



Boring continues



Water table at
boring completion

Notes:

1. ELEVATIONS REPORTED ON LOGS PROVIDED BY CLIENT.
2. THESE LOGS ARE SUBJECT TO THE LIMITATIONS, CONCLUSIONS, AND RECOMMENDATIONS IN THIS REPORT. DUE TO POSSIBLE VARIANCES IN THE SUBSURFACE BETWEEN THE LOCATIONS OF THE BORINGS, AND THE VARYING DEGREE OF DISTURBANCE, THE DESCRIPTIONS GIVEN ARE GOOD ONLY FOR THE MATERIALS REMOVED DURING THE CONSTRICTION OF EACH BORING.
3. RELATIVE DENSITY (sand-silt)

VERY LOOSE - Less than 4 blows/ft.	LOOSE - 4 to 10 blows/ft.
MEDIUM - 10 to 30 blows/ft.	DENSE - 30 to 50 blows/ft.
VERY DENSE - More than 50 blows/ft.	
4. CONSISTENCY (clay)

VERY SOFT - Less than 2 blows/ft.	SOFT - 2 to 4 blows/ft.
MEDIUM - 4 to 8 blows/ft.	STIFF - 8 to 15 blows/ft.
VERY STIFF - 15 to 30 blows/ft.	
HARD - More than 30 blows/ft.	
5. COLORS ARE DETERMINED BY USING THE MUNSELL SOIL COLOR CHART AND THE VALUES ARE GIVEN IN CODE SUCH AS 10YR 3/4.

Legend:

PARCEL ONE
(CURRENT PERMIT)

book
233.7508 p11

BK1497 PG1985

CORPORATE
WARRANTY DEED

Prepared by:
Renee Ware
FLORIDA TITLE & ABSTRACT CO.
216 N.E. 1ST AVENUE
OCALA, FL. 32670

THIS INDENTURE, Made this 25 day of April, A.D. 1988 BETWEEN

OCALA LIMEROCK CORPORATION

a corporation organized and existing under the laws of the State of FLORIDA
Grantor, and BIG D ROOFING, INC.

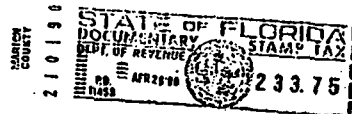
Whose Post Office Address is: 9480 NE 35th Ocala, Florida 32670

Grantee,
WITNESSETH; that the said Grantor, for and in consideration of the sum of ten and 00/100 Dollars and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, their heirs and assigns forever, the following described land, situate, lying and being in the County of MARION, State of Florida, to wit:

Commence 420 feet West of SE corner of the NE 1/4 of the SE 1/4 of Section 2 Township 15 South Range 21 East thence West 1050 feet, North 420 feet, East 1050 feet, South 420 feet to the Point of Beginning. AND the North 50 feet of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 2, Township 15 South, Range 21 East except the road right of way on the East boundary.

BY *Francis E. Higgins* B.C.
88-024210

RECORDED AND RECORD
VERIFIED
MARION COUNTY, FL
1988 APR 26 AM 10:03



Subject to covenants, restrictions and easements of record. Subject also to taxes for 19 88 and subsequent years.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be hereto affixed the day and year first above written.

OCALA LIMEROCK CORPORATION

by: *Donald E. Rose* Pres.
DONALD E. ROSE

Signed and Sealed in Our Presence:

Leti Marcus
Marcia G. Cameron

Its PRESIDENT
(Corporate Seal)

State of Florida
County of MARION

The foregoing instrument was acknowledged before me this 25 day of April 1988, by DONALD E. ROSE, PRESIDENT

of OCALA LIMEROCK CORPORATION
& FLORIDA corporation, on behalf of the corporation.

Marcia G. Cameron
Notary Public
My commission expires:



88-03248

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT, made and entered into by and between COUNTS CONSTRUCTION COMPANY, INC. f/k/a JUNIE COUNTS CONSTRUCTION COMPANY, INC., a Florida corporation (the "Seller") and OCALA RECYCLING, L.L.C., a Florida limited liability company (the "Buyer").

W I T N E S S E T H :

That, for and in consideration of the mutual covenants and agreements herein set forth, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the Property situate in Marion County, Florida, described on Exhibit "A" attached hereto and by reference made a part hereof (the "Real Property"), on the terms and subject to covenants and conditions set forth below.

1. Purchase Price and Method of Payment.

A. The total purchase price for the Real Property is estimated to be One Hundred Sixty-Eight Thousand and No/100 Dollars (\$168,000.00), subject to Survey and computed at Eight Thousand and No/100 Dollars (\$8,000.00) per acre for Parcel 1 and Eight Thousand Dollars (\$8,000) Unit Price for Parcel 2, and shall be payable as follows:

- (i) Fifteen Thousand and No/100 Dollars (\$15,000.00) paid to Seller, as a deposit (the "Deposit").
- (ii) The balance of One Hundred Forty-five Thousand and No/100 Dollars (\$145,000.00), subject to Survey and other adjustments, shall be payable in cash at Closing.

2. Conveyance. Seller agrees to convey the Real Property to Buyer by General Warranty Deed, subject to the matters set forth on Exhibit "B" which are agreed Title Exceptions and shall not constitute objections to Title.

3. Evidence of Title. Within thirty (30) days from the Contract Effective Date hereof Seller shall furnish to Buyer, at Seller's expense, a commitment for title insurance issued by Attorneys' Title Insurance Fund, together with legible copies of all instruments referenced therein, agreeing to insure the fee simple title to the Real Property in the Buyer upon recording of the warranty deed from Seller for the full amount of the purchase price under an ALTA owner's policy without exception other than as stated in Exhibit "B" and such other exceptions as are acceptable to Buyer. Buyer shall, within fifteen (15) days after the receipt of such title commitment, notify Seller of any defects to the title. Buyer acknowledges that none of the matters set forth in Exhibit "B" shall be considered title defects. In the event Buyer does not give notice of defects to title within the fifteen (15) day period, or, if such notice is given and the defects are cured to Buyer's satisfaction within one hundred twenty (120) days after such notice, then title shall be considered acceptable. If the commitment to insure title does not reflect a title which can be insured as aforesaid and Seller are unable to cure the defects, after using due diligence, during the curative period, then Buyer shall have fifteen (15) days after the expiration of the curative period within which to elect whether or not Buyer will complete the purchase and accept title subject to title defects without reduction of purchase price or whether Buyer will elect to terminate this Contract and receive a refund of the Deposit.

4. Survey.

A. Within sixty (60) days after the Contract Effective Date, Buyer shall obtain a current boundary survey of the Real Property, with acreage computation, certified to Buyer, Seller, the Title Agent, and the Title Insurance Company. If

the survey shows any encumbrance on the Real Property or that buildings intended to be located on the Real Property encroach on setback lines, easements or lands of others or violate any restrictions, or that the requirements of Paragraph "4B" are not met, the same shall constitute a title defect as described in Paragraph "3", above.

- B. The obligation of Buyer to close this transaction is conditioned and contingent upon the Real Property being contiguous along its entire common boundary with the Property owned by Buyer and described in Exhibit "C" attached hereto.
- C. The cost of the Survey shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer.

5. Environmental Assessment.

- A. Buyer shall within seventy-five (75) days after the Contract Effective Date, procure, at Buyer's expense, a Phase II Environmental Assessment of the Property. If the Phase II Environmental Assessment establishes or identifies the existence of contaminants or hazardous substances on the Real Property, Buyer shall have the option within seventy-five (75) days after the Contract Effective Date to cancel this Contract by written notice to Seller and receive return of the Deposit or Buyer may elect to purchase the Real Property in its condition "AS IS" and without reduction of the Purchase Price. Failure of Buyer to timely give written notice of termination of this Contract to Seller shall operate as a waiver by Buyer of the right to terminate this Contract pursuant to this Paragraph "5". Seller shall have no obligation to remediate or clean up any environmental condition, contaminants or hazardous substances on the Real Property.
- B. Buyer shall deliver a copy of such investigation (the "Environmental Report") to Seller.
- C. If Buyer elects to terminate this Contract pursuant to this Paragraph "5", Seller shall forthwith return the Deposit to Buyer and all rights and obligations of the parties hereunder shall thereupon terminate.

6. Inspection Period.

- A. Buyer shall have forty-five (45) days (the "Inspection Period") from and after the Contract Effective Date within which to inspect the Real Property, make soil and other tests thereon and make such other investigations of the Real Property and improvements as Buyer deems necessary. In making such inspections and investigations Buyer shall not interfere with the operations of Seller at the Real Property, and shall indemnify and hold Seller harmless from damage to person or property caused by or arising from such inspections and/or investigations, such indemnity to include attorneys' fees at all trial and appellate levels. At or prior to the expiration of the Inspection Period, Buyer shall notify Seller in writing as to whether Buyer desires to terminate this agreement. Should Buyer fail to furnish such notification within said forty-five (45) days, Buyer shall be deemed to have waived the inspection contingency. Should Buyer furnish such written notification of termination on or before the 45th day after the Contract Effective Date, Buyer shall be deemed to have canceled the Contract. Buyer may furnish such notification of termination if, at Buyer's sole discretion, the Real Property does not meet Buyer's requirements. If Buyer elects to terminate this Contract pursuant to this Paragraph "6", Seller shall forthwith return the Deposit to Buyer and all rights and

obligations of the parties hereunder shall thereupon terminate.

- B. Buyer shall provide Seller with copies of all reports and studies, and other information generated or obtained by Buyer relative to the Real Property.

7. **Seller's Representations and Warranties.**

- A. Seller represents that Seller has full right and authority to enter into this Contract to sell the Real Property, and that, as of the date hereof, Seller has received no notice of violations by any governmental agency having jurisdiction over or affecting the Real Property.
- B. The Real Property is currently zoned M-2 and M-1 by the City of Ocala, Florida.
- C. Seller is the owner, beneficially and of record, of the Real Property being conveyed, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, judgments, orders of courts or other governmental bodies, and restrictions.
- D. Seller has full power and authority to convey good and marketable title to the Real Property being conveyed and to consummate this transaction and to perform all other requirements in this Contract to be performed by Seller.
- E. To the best of Seller's knowledge, all applicable laws, rules, and regulations of the city, county, state, and federal governments applicable to the Real Property have been complied with.
- F. The execution and delivery of this Contract and the consummation of the transaction contemplated hereby does not violate any other agreement to which Seller is a party, and does not violate any applicable judgment, order or decree of any court having jurisdiction over Seller.
- G. Between the Contract Effective Date and the Closing Date, Seller will not, without Buyer's prior written consent, create or permit to be created any encumbrances on the Real Property. For the purposes of this Paragraph, the term "encumbrances" shall mean any liens, claims, options, mortgages or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.
- H. To the best of Seller's knowledge, there are not now and have never been underground fuel tanks located on, in or under the Real Property.
- I. To the best of Seller's knowledge, no toxic or hazardous substance, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls has been generated, treated, stored or disposed of, or otherwise deposited in or located on the Real Property.
- J. Seller represents and warrants that the Real Property has direct access to Southwest 21st Street.
- K. Seller's Representations and Warranties shall survive Closing of this transaction and delivery of the Deed.

8. **Notices.** Any notice or demand that may be given hereunder shall be in writing and shall be deemed complete; (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) upon depositing any such notice or demand with Federal Express, Express

Mail, Airborne, Emery, Purolator, or other expedient mail or package delivery, or (c) upon hand delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

As to Seller: Counts Construction Company, Inc.
Attention: Glen Counts

with copy to: Frank C. Amatea, Esquire
500 N.E. 8th Avenue
Ocala, Florida 34470

As to Buyer: Ocala Recycling, L.L.C.
Attention: Don Stauss
3240 S.W. 34th Street
Ocala, Florida 34474

with copy to: Ayres, Cluster, Curry & McCall, P.A.
Attn: Landis V. Curry, Jr., Esquire
Post Office Box 1148
Ocala, Florida 34478-1148

9. **Closing.** Unless extended by other provisions of this Contract, the Closing of this transaction shall take place fifteen (15) days after satisfaction of the requirements of Paragraph "18," unless extended by other provisions of this Contract. Possession of the Real Property shall be delivered to Buyer at Closing. This Sale and Purchase shall be closed at the offices of Seller's attorney in Ocala, Florida, or such other location as is mutually acceptable to the parties hereto.

10. **Costs.**

A. **Seller shall pay:**

- (i) For Documentary Stamps required to be affixed to the Warranty Deed;
- (ii) For recording any and all documents to cure defects in title;
- (iii) Owner's Title Insurance premium and Title and Search charges made;
- (iv) One-Half (1/2) Cost of Boundary Survey; and
- (v) Seller's attorneys' fees.

B. **Buyer shall pay:**

- (i) For recording the Warranty Deed;
- (ii) For recording Grant of Right of First Refusal;
- (iii) Buyer's attorneys' fees;
- (iv) Phase II Environmental Assessment; and
- (v) One-Half (1/2) Cost of Boundary Survey.

11. **Real Estate Taxes, Assessments and Prorations.** Seller shall pay all due and unpaid real estate taxes on the Real Property prior to or at Closing. Real estate taxes on the Real Property for the year of Closing shall be prorated as of the date of Closing on the basis

of maximum discounts allowed by taxing authorities. If the amount of taxes for the year of Closing cannot be ascertained, rates, millages and assessed valuations for the previous year, with known changes, shall be used for proration purposes at Closing; however, said real estate taxes shall thereafter, upon the demand of either Seller or Buyer, be reprorated by and between Seller and Buyer upon receipt of the statement or statements therefore from the proper taxing authority or authorities. The terms of this Paragraph and any other provision calling for performance by Seller subsequent to Closing shall not merge in the Deed at Closing, but shall survive Closing and continue as binding on Seller. Seller shall pay all certified, confirmed and ratified special assessment liens on the Real Property as of the date of Closing. Notwithstanding the foregoing, Buyer, at Buyer's sole option, shall have the right, in the name of Buyer or Seller, but at the expense of Buyer, to contest and appeal any such tax or assessment, and any adjustment in proration shall be based upon the amount of such taxes or assessments finally determined upon such contest or appeal, and shall be paid promptly upon the determination of such amount.

12. **Default by Buyer.** If Buyer fails to perform any of the covenants of this Contract, Seller shall have the right to retain the Deposit. The monies thus received shall be accepted by Seller as consideration for the execution of this Contract and in full settlement of any claims for damages (it being recognized by the parties that the amount of actual damages suffered by Seller for holding the Real Property off the market are impossible to determine and the amount of the Deposit represents a good faith effort on the part of the parties to estimate such damages) and thereupon the parties hereto shall be relieved of all further obligations hereunder. Notwithstanding the foregoing, Buyer's indemnities contained in Paragraph "6" hereof shall survive a termination and are not subject to the limitations of this Paragraph and Seller's rights under such indemnities shall not be limited to the Deposit.
13. **Default by Seller.** If Seller defaults under this Contract, Buyer shall have the option to; (a) to enforce this Contract by suit for specific performance of Seller's obligations hereunder, or (b) elect to receive the return of the Deposit to Buyer on demand without thereby waiving any action for damages resulting from Seller's breach.
14. **Persons Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
15. **Real Estate Brokers.** Seller represents and warrants to Buyer that in connection with this transaction Seller has not taken any action which would result in a real estate broker's fee, finder's fee, or other fee being due or payable to any party. Buyer represents and warrants to Seller that in connection with this transaction Buyer has not taken any action which would result in a real estate broker's fee, finder's fee, or other fee being due or payable to any party. Seller and Buyer, respectively, agree to indemnify, defend and hold harmless the other from and against any and all claims, fees, commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered for or on behalf of such party in connection with the execution of this Contract or the transaction set forth herein.
16. **Lien and Possession Affidavit.** At Closing, Seller shall furnish a Seller's Affidavit in form acceptable to the Title Company sufficient to remove Standard Printed Exceptions to title in the Policy regarding; (a) unrecorded matters (except general real estate taxes not yet due and payable), (b) parties in possession, and (c) mechanics' liens.

17. **Withholding Tax.** At Closing, Seller shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that Seller is not a "foreign person".
18. **Conditions Precedent.** Buyer's obligation to close the purchase of the Real Property is subject to satisfaction of the following conditions within six (6) months after the Contract Effective Date. Buyer may elect not to close on the purchase of the Real Property, and receive refund of the Deposit, unless all of the following conditions are satisfied or waived by Buyer within said six (6) month period:
- A. The City of Ocala zoning classification of the Real Property is verified as M-2 and M-1 and has land use designations of Medium Industrial and Light Industrial, which will allow use of the Real Property as a Construction and Demolition Landfill (the "Buyer's Intended Use").
 - B. Buyer shall have determined that all governmental permits and approvals necessary for Buyer's Intended Use of the Real Property have or can be obtained and that the Real Property is not subject to any governmental regulations which would limit or restrict the development and use of the Real Property for Buyer's Intended Use in a manner satisfactory to Buyer in Buyer's sole discretion.
 - C. Buyer shall have received from the Building, Zoning and Licensing Director of the City of Ocala, a letter in form and content satisfactory to Buyer, stating the Real Property is zoned M-2 and M-1 and can be used as a Construction and Demolition Landfill in conjunction with Buyer's existing Construction and Demolition Landfill lying contiguous to the North Boundary of the Real Property, subject to Buyer obtaining proper permits from State of Florida, Department of Environmental Protection and St. Johns River Water Management District.
 - D. The Real Property is contiguous to Buyer's existing property as described in Paragraph "4.B," above.
19. **Property Cleanup.** Prior to Closing, Seller shall remove from the Real Property all equipment and tanks, if any.
20. **Risk of Loss.** Risk of Loss to the Real Property shall be the responsibility of Seller.
21. **Attorneys' Fees and Costs.** If either party brings an action at law or in equity to enforce or interpret this Contract, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs in addition to any other remedy granted.
22. **Survival.** Any provision of this Contract which by its nature and effect is required to be observed, kept or performed after Closing shall survive the Closing and shall not be merged therein, but shall remain binding upon and for the benefit of the parties hereto and their respective successors and assigns until fully observed, kept or performed.
23. **Time of the Essence.** Time is declared to be of the essence of this Agreement.
24. **Repurchase Option As To Parcel No. 2.**
- A. Buyer hereby grants to Seller the exclusive right and option to repurchase Parcel No. 2, as described on Exhibit "A" attached hereto, only, (the "Repurchase Option") if, and only if the following events occur:

- (i) Don Stauss ("Stauss"), Social Security No. _____, individually ceases to own an interest in the entity that holds title to Parcel No. 2. The death of Don Stauss shall trigger the Repurchase Option. Stauss, or his Personal Representative in event of his death, shall give written notice to Seller within thirty (30) days after Stauss ceases to own an interest in the entity that owns Parcel No. 2, and furnish to Seller the name and address of the entity that owns Parcel No. 2 ("Selling Entity".) Failure to give such notice shall not affect Seller's rights hereunder.
- (ii) Failure of Buyer to timely exercise and close the Right of First Refusal described in Section 26, infra.
- B. The Repurchase Option shall commence upon receipt by Seller of such written notice as to Paragraph A(i) above, or upon failure of Buyer to exercise and close the Right of First Refusal as to Paragraph A.(ii) above ("Option Date"). In the event Buyer timely exercises and closes the Right of First Refusal described in Section 26, infra, or if Seller does not timely exercise the Repurchase Option by giving written notice to Stauss and the Selling Entity within thirty (30) days after the Option Date or if Seller shall fail to timely close the Repurchase Option, then the Repurchase Option shall be deemed to have lapsed, expired and be of no further force and effect. Seller shall promptly thereafter execute and deliver to Selling Entity a recordable release of the Repurchase Option.
- C. The purchase price to be paid by Seller to Selling Entity upon exercise of the Repurchase Option for Parcel No. 2 (the "Repurchase Option Price") shall be Eight Thousand and no/100 Dollars (\$8,000.00). Seller shall exercise the Repurchase Option by giving notice as provided in Section "8", expressing Seller's intention to exercise the Repurchase Option.
- D. Selling Entity, shall within thirty (30) days following the receipt of Seller's notice of exercise of the Repurchase Option, deliver to Seller a commitment for a policy of owner's title insurance written by the agent and company which issued the original Owner's Title Policy with an effective date subsequent to the date of Seller's notice of exercise of the Repurchase Option, binding the insurer to deliver to Seller, at Selling Entity's expense, a policy of owner's title insurance, insuring title to Parcel No. 2 in an amount equal to the Repurchase Option Price. The title insurance commitment shall show that Selling Entity is vested with and can convey to Seller title to Parcel No. 2 of equal dignity with, and absolutely unencumbered including leases or easements, except to the extent title to Parcel No. 2 was encumbered when conveyed by Seller to Buyer (it being understood and agreed that all liens or encumbrances shown in the title commitment shall be paid out of the closing proceeds and if such proceeds are not sufficient Selling Entity shall pay any difference).
- E. The Repurchase Option shall be closed by payment of the Repurchase Option Price and delivery of the deed of conveyance by Selling Entity on or before sixty (60) days after Seller exercises the Repurchase Option. The conveyance from Selling Entity shall be by Special Warranty Deed with documentary stamps due thereon to be paid by Selling Entity. Selling Entity shall deliver with the deed, an affidavit showing that the title to Parcel No. 2 is free and clear of all liens, encumbrances, leases and easements, (except as stated above) and that no other person, corporation or entity other than Selling Entity has possession or any right to possession thereof and compliance with Section 1445, Internal Revenue Code. The Repurchase Option Price shall be paid in full at

the time of Closing by cashier's check, adjusted to reflect a proration of taxes.

- F. Buyer and Seller agree to execute at Closing of this Contract, a Memorandum in form prepared by Buyer and reasonably acceptable to Seller to be recorded, at Buyer's expense, in the public records of Marion County, Florida and describing the Repurchase Option as herein set forth and a legal description of Parcel No. 2.
25. Right of First Refusal, as to Parcel 2. At Closing, Seller and Buyer shall enter into a Right of First Refusal Agreement in the form attached hereto as Exhibit "D," as to the Forty (40) Foot Access Strip only, described as Parcel 2 on Exhibit "A" attached hereto.
26. Right of First Refusal, as to the Remainder of Counts Property. At Closing, Seller and Buyer shall enter into a Right of First Refusal Agreement in the form attached hereto as Exhibit "E," as to the remainder of Counts Property described on Exhibit "1" attached to the Right of First Refusal.
27. Miscellaneous.
- A. Entire Agreement. This Contract constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the terms of this Contract. No agreements, unless incorporated in this Contract, shall be binding upon the parties hereto.
- B. Assignability. Buyer may assign this Contract and all of Buyer's rights hereunder, but Buyer shall not be released from liability hereunder.
- C. Contract Effective Date. This Contract shall be effective as of the date of the signing of this Contract by the last to sign of Seller and Buyer (herein "Contract Effective Date"). In computing any period of time prescribed by the terms and provisions of this Contract, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday (i.e., not a "Business Day"), in which event, the period shall run until the end of the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms and provisions of this Contract is not a Business Day, the time for the performance by Seller to Buyer of any such act shall be extended to the next day which is a Business Day.
- D. Execution of Contract/Counterparts. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Contract by signing any such counterpart. A facsimile copy of this Contract and any signature hereon shall be considered for all purposes as an original.
- E. Acceptance Date. If this Contract or a counterpart hereof is not executed by Seller and Buyer and an executed copy or counterparts hereof delivered to Buyer on or before April __, 2001, the Deposit shall, at the option of Buyer, be returned to Buyer and this Contract shall be null and void.
- F. Waiver. Waiver of performance or satisfaction of any condition, covenant, requirement, obligation or warranty must be in writing signed by the parties so waiving.

- G. **Venue.** This Agreement is made and entered into in Marion County, Florida and the interpretation and enforcement of same shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any judicial proceeding involving this Contract shall be in Marion County, Florida, each party hereto specifically waiving privilege of venue.
- H. **Agreement.** This Agreement shall be binding upon and its benefits and advantages shall inure to the successors and assigns of the parties hereto. Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- I. **Amendment.** No amendment, modification or alteration of the terms of this Contract shall be binding unless such amendment, modification or alteration is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

"SELLER"

COUNTS CONSTRUCTION COMPANY, INC. f/k/a
Junie Counts Construction Company, Inc.

By: [Signature]

Name: _____
(please print)

As: _____

Date executed:

JUNE 5, 2001.

"BUYER"

OCALA RECYCLING, L.L.C., a Florida
limited liability company

By: [Signature]

Name: CHARL ZALAK MANAGING PARTNER 6/5/01
(please print)

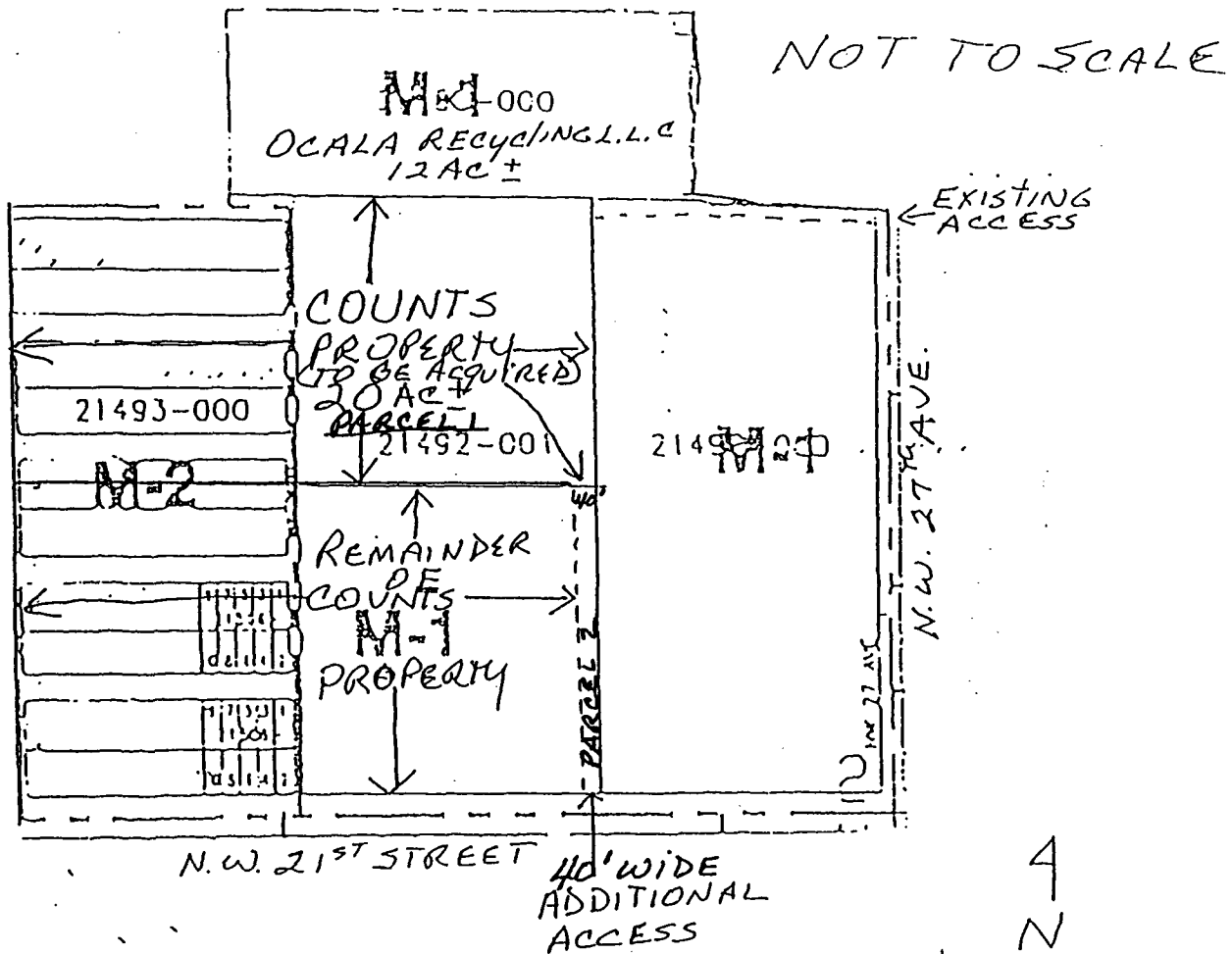
As: _____

Date executed:

6/5/01, 2001.

EXHIBIT "A"

(Real Property, referenced in Introductory Paragraph of this Contract.)



PARCEL 1:

The North Twenty (20) Acres of the above Property.

PARCEL 2:

The East Forty (40) Feet of the above Property running from the North Right of Way of NW 21st Street to the South Boundary of Parcel 1, above.

(Legal Descriptions to be provided by Survey conducted by Seller.)

Parcel 3

J.B. WALKUP, JR.

P.O. Box 376

WINTOSH, FL 32664

Rec. \$ 10.50

Doc Stamps. \$308.00

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 13th day of September, 2001, XX . Between
J. B. Walkup, Jr. and wife, Kathlyne M. Walkup,
of the County of Marion , State of Florida , grantor*, and
Ocala Recycling, LLC 4480 NE 35th
whose post office address is 1400 N. W. 18th Street, Ocala, 34479
of the County of Marion , State of Florida , grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of (\$10.00)

Ten dollars and no/100-----Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Marion County, Florida, to-wit:

For description of lands conveyed hereby see attachment hereto.

Subject to taxes for 2001.

Subject to encroachments shown on Boundary Survey for Ocala
Recycling, LLC by Robert L. Rodgers Engineering Co., Inc.
dated 8-07-2001.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Shannon Holly
Shannon Holly
J. Wayne Bullard
J. Wayne Bullard

J. B. Walkup, Jr. (Seal)
Kathlyne M. Walkup (Seal)
Kathlyne M. Walkup (Seal)
Kathlyne M. Walkup (Seal)

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared J. B. Walkup, Jr. and wife, Kathlyne M. Walkup,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 13th day of September
XX 2001.

My commission expires:

Shannon Holly
Notary Public



Shannon Holly
Commission # CC952056
Expires June 29, 2004
Bonded Three
Atlantic Bonding Co., Inc.

Commencing at a point 1491.54 feet West of the NE corner of North $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 2, Township 15 South, Range 21 East, thence run South parallel with the East boundary of Section, 901.4 feet; thence East 21.54 feet; thence South 420 feet to South boundary of North $\frac{1}{2}$ of SE $\frac{1}{4}$; thence West 393.95 feet; thence North 1320.31 feet to the North boundary line of North $\frac{1}{2}$ of SE $\frac{1}{4}$; thence East 372.41 feet to the Point of Beginning, EXCEPT the North 25 feet thereof for road.

Subject to easement in Deed Book 369 at page 237, as modified in O.R. 485 at page 587 of the Marion County Public Records.

**OVERSIZED
DOCUMENT WAS
REMOVED AND
INSERTED INTO
OCULUS
SEPARATELY.**



Florida Department of Environmental Protection
Twin Towers Office Bldg. • 2600 Blair Stone Road • Tallahassee, FL 32399-2400

DEP Form # 62-701.900(6)
Form Title Application to Construct, Operate or Modify a Construction and Demolition Debris Disposal or Disposal with Recycling Facility
Effective Date 05-27-01
DEP Application No. _____ (Filed by DEP)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPLICATION FOR PERMIT TO CONSTRUCT, OPERATE OR MODIFY CONSTRUCTION
AND DEMOLITION DEBRIS DISPOSAL OR DISPOSAL WITH RECYCLING

GENERAL REQUIREMENT: Solid Waste Management Facilities shall be permitted pursuant to Section 403.707, Florida Statutes, (F.S.) and in accordance with Florida Administrative Code (F.A.C.) Chapter 62-701. A minimum of four copies of the application shall be submitted to the Department District Office having jurisdiction over the facility. The appropriate fee in accordance with Rule 62-701.315(5), F.A.C., shall be submitted with the application by check made payable to the Department of Environmental Protection (DEP). Complete appropriate sections for the type of facility for which application is made and include all additional information, drawings, and reports necessary to evaluate the facility.

Please Type or Print in Ink

A. GENERAL INFORMATION

1. Type of facility:

- ☐ C&D Disposal
☒ C&D Disposal with Recycling

NOTE: C&D Recyclers, with no disposal, shall apply on DEP FORM 62-701.900(4), F.A.C.

2. Type of application:

- ☒ Construction/Operation
☐ Operation Without Additional Construction
☐ Long-term Care

3. Classification of application:

- ☒ New ☐ Substantial Modification
☐ Renewal ☐ Intermediate Modification
☐ Minor Modification

4. Facility name: Ocala Recycling LLC
5. DEP ID number: SO42-0019600-001 County: Marion
6. Facility location (main entrance): 2350 NW 27th Ave, Ocala, Fl.

7. Location coordinates:

Section: 2 Township: 15-S Range: 21-E

UTMs: Zone _____ km E _____ km N

Latitude: 29 ° 12 ' 30 " Longitude: 82 ° 10 ' 30 "

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Solid Waste Section

21012

29 12 43.23
82 10 1415

Northwest District
160 Governmental Center
Pensacola, FL 32501-5794
850-595-8360

Northeast District
7825 Baymeadows Way, Ste. B200
Jacksonville, FL 32256-7590
904-448-4300

Central District
3319 Maguire Blvd., Ste. 232
Orlando, FL 32803-3767
407-894-7555

Southwest District
3804 Coconut Palm Dr.
Tampa, FL 33619
813-744-6100

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33901-3881
941-332-6975

Southeast District
400 North Congress Ave.
West Palm Beach, FL 33401
561-681-6600

8. Applicant name (operating authority): Ocala Recycling LLC
Mailing address: 2350 NW 27th Ave, Ocala, FL 34475
Street or P.O. Box City State Zip
Contact person: Carl Zalak Telephone: (352) 622-5800
Title: Managing Partner n/a
E-Mail address (if available)
9. Authorized agent/Consultant: Carl Zalak, Authorized Agent
Mailing address: 2350 NW 27th Ave, Ocala, FL 34475
Street or P.O. Box City State Zip
Contact person: Carl Zalak Telephone: (352) 622-5800
Title: Managing Partner n/a
E-Mail address (if available)
10. Landowner(if different than applicant):
Mailing address:
Street or P.O. Box City State Zip
Contact person: Telephone: ()
E-Mail address (if available)
11. Cities, towns and areas to be served: Ocala metropolitan area
12. Date site will be ready to be inspected for completion: February 1, 2003
13. Estimated costs:
Total Construction: \$ Closing Costs: \$
14. Anticipated construction starting and completion dates:
From: February 2002 To: February 2003
15. Expected volume of waste to be received: 600 yds³/day 150 tons/day
16. Provide a brief description of the operations planned for this facility: Receive C & D debris waste, sorting, deposit in cells, ship out recyclable & non-permitted waste, mulching.

B. ADDITIONAL INFORMATION

Please attach the following reports or documentation as required.

1. Provide an engineering report, signed and sealed by a professional engineer, that includes (Rule 62-701.730(2)(a), F.A.C.):
 - a. A site plan, of a scale not greater than 200 feet to the inch, which shows the project location and identifies the proposed disposal units, total acreage of the site and of the proposed disposal units, and any other relevant features such as water bodies or wetlands on or within 200 feet of the site, potable water wells on or within 500 feet of the site, and community water systems on or within 1000 feet of the site;
 - b. A geotechnical investigation which meets the criteria of Rule 62-701.410, F.A.C.;
 - c. A hydrogeological investigation which meets the criteria of Rules 62-701.410(1)(a) and (c), F.A.C.; and
 - d. An estimate of the planned active life of the facility, the design of the disposal areas, and the design height of the facility.
2. Provide a boundary survey, legal description, and topographic survey of the property (Rule 62-701.730(2)(b), F.A.C.).
3. Provide an operation plan which describes how the applicant will comply with Rule 62-701.730(7), F.A.C. (Rule 62-701.730(2)(c), F.A.C.).
4. Provide a closure plan which describes generally how the applicant will comply with Rules 62-701.730(9) and (10), F.A.C. (Rule 62-701.730(2)(d), F.A.C.).
5. Provide the financial assurance documentation required by Rule 62-701.730(11), F.A.C. (Rule 62-701.730(2)(e), F.A.C.).
6. Provide a ground water monitoring plan which complies with the requirements of Rule 62-701.730(4)(b), F.A.C.
7. Provide documentation to show that stormwater will be controlled according to the requirements of Rule 62-701.730(5), F.A.C.
8. Provide documentation to show how the applicant will comply with the temporary storage requirements of Rule 62-701.730(6), F.A.C.
9. Provide documentation to show how the applicant will comply with the operation requirements of Rules 62-701.730(7) and (18), F.A.C.
10. Provide documentation to show how the applicant will comply with the training requirements of Rule 62-701.730(8), F.A.C.
11. Provide documentation to show how the applicant will comply with the closure and long-term care requirements of Rules 62-701.730(9) and (10), F.A.C.
12. Provide documentation to show how the applicant will comply with the annual report requirements of Rule 62-701.730(12), F.A.C.

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Ocala Recycling LLC
Ocala Recycling LLC is aware that statements made in this form and attached
information are an application for a C & D Disposal Permit from the
Florida Department of Environmental Protection and certifies that the information in
this application is true, correct and complete to the best of his/her knowledge and
belief. Further, the undersigned agrees to comply with the provisions of Chapter
403, Florida Statutes, and all rules and regulations of the Department. It is
understood that the Permit is not transferable, and the Department will be notified
prior to the sale or legal transfer of the permitted facility.

Carl Zalak
Signature of Applicant or Agent
Carl Zalak, Managing Partner
Name and Title (please type)
n/a
E-Mail address (if available)

2350 NW 27th Ave
Mailing Address
Ocala, FL 34475
City, State, Zip Code
(352) 622-5800
Telephone Number
Date: October 17, 2001

Attach letter of authorization if agent is not a
governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under
Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this construction and
demolition debris facility have been designed/examined by me and found to conform to
engineering principles applicable to such facilities. In my professional judgment,
this facility, when properly maintained and operated, will comply with all applicable
statutes of the State of Florida and rules of the Department. It is agreed that the
undersigned will provide the applicant with a set of instructions of proper
maintenance and operation of the facility.

Juan C. Guerra
Signature
Juan C. Guerra, P.E.
Name and Title (please type)

0041000
Florida Registration Number
(please affix seal)

2216 E. Silver Springs Blvd. #4
Mailing Address
Ocala, FL 34470
City, State, Zip Code
GUERRACORP@ATT.NET
E-Mail address (if available)
(352) 629-8060
Telephone Number
Date: October 17, 2001



Florida Department of Environmental Protection
Twin Towers Office Bldg. • 2600 Blair Stone Road • Tallahassee, FL 32399-2400

DEP Form # 62-701.900(28)
Form Title Financial Assurance Cost Estimate Form
Effective Date 05-27-01
DEP Application No. _____
(Filed by DEP)

FINANCIAL ASSURANCE COST ESTIMATE FORM

Date: Oct. 29, 2001

Date of DEP Approval: _____

I. GENERAL INFORMATION:

Facility Name: Ocala Recycling WACS or GMSID #: _____

Permit / Application No.: SO42-0019600-001 Expiration Date: _____

Facility Address: 2350 NW 27th Avenue, Ocala, FL

Permittee: Ocala Recycling, L.L.C.

Mailing Address: 2350 NW 27th Avenue, Ocala, FL

Latitude: 29 12 30

Longitude: 82 10 30

or UTM: _____

Solid Waste Disposal Units Included in Estimate:

Phase / Cell	Acres	Date Unit Began Accepting Waste	Design Life of Unit From Date of Initial Receipt of Waste
1A	7.0	1980	23
1B	3.0	N/A	1
2	11.0	N/A	5

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Solid Waste Section

Total Landfill Acreage included in this estimate. 21 Closure 21 Long-Term Care

Type of landfill: _____ Class I _____ Class III ☒ C&D Debris

II. TYPE OF FINANCIAL ASSURANCE DOCUMENT (Check Type)

☒ Letter of Credit* _____ Insurance Certificate
_____ Performance Bond* _____ Escrow Account
_____ Guaranty Bond* _____ Trust Fund Agreement

*Indicates mechanisms that require use of a Standby Trust Fund Agreement

Northwest District
160 Governmental Center
Pensacola, FL 32501-5794
850-595-8360

Northeast District
7825 Baymeadows Way, Ste. B200
Jacksonville, FL 32256-7590
904-448-4300

Central District
3319 Maguire Blvd., Ste. 232
Orlando, FL 32803-3767
407-894-7555

Southwest District
3804 Coconut Palm Dr.
Tampa, FL 33619
813-744-6100

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33901-3881
941-332-6975

Southeast District
400 North Congress Ave.
West Palm Beach, FL 33401
561-681-6600

III. ESTIMATE ADJUSTMENT

40 C.F.R. Part 264 Subpart H as adopted by reference in Rule 62-701.630, Florida Administrative Code sets forth the method of annual cost estimate adjustment. Cost estimates may be adjusted by using an inflation factor or by recalculating the maximum costs of closure in current dollars. Select one of the methods of cost estimate adjustment below.

☐ (a) Inflation Factor Adjustment

Inflation adjustment using an inflation factor may only be made when a Department approved closure cost estimate exists and no changes have occurred in the facility operation which would necessitate modification to the closure plan. The inflation factor is derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year. The inflation factor may also be obtained from the Solid Waste Financial Coordinator at (850)-488-0300.

This adjustment is based on the Department approved closure cost estimate dated: _____

Latest Department Approved Closure Cost Estimate:		Current Year Inflation Factor		Inflation Adjusted Closure Cost Estimate:
_____	X	_____	=	\$0.00

This adjustment is based on the Department approved long-term care cost estimate dated: _____

Latest Department Approved Annual Long-Term Care Cost Estimate:		Current Year Inflation Factor		Inflation Adjusted Annual Long-Term Care Cost Estimate:
_____	X	_____	=	\$0.00

Number of Years of Long Term Care Remaining:	X	_____
Inflation Adjusted Long-Term Care Cost Estimate:	=	0.00

☐ (b) Recalculate Estimates (see section V)

IV. CERTIFICATION BY ENGINEER

This is to certify that the Financial Assurance Cost Estimates pertaining to the engineering features of the this solid waste management facility have been examined by me and found to conform to engineering principals applicable to such facilities. In my professional judgement, the Cost Estimates are a true, correct and complete representation of the financial liabilities for closing and long-term care of the facility and comply with the requirements of Florida Administrative Code (F.A.C.), Rule 62-701.630 and all other Department of Environmental Protection rules, and statutes of the State of Florida. It is understood that the Financial Assurance Cost Estimates shall be submitted to the Department annually, revised or adjusted as required by Rule 62-701.630(4), F.A.C.

Signature of Engineer

Juan C. Guerra, P.E., Chairman

Name & Title (please type)

Florida Registration Number (affix seal)

2219 E. Silver Springs Blvd. 2nd Floor

Mailing Address

Telephone Number

Signature of Owner/Operator

Carl Zalak, Managing Partner

Name & Title (please type)

(352) 622-5800

Telephone Number

V. RECALCULATE ESTIMATED CLOSING COST

For the time period in the landfill operation when the extent and manner of its operation makes closing most expensive.

**** Third Party Estimate / Quote must be provided for each item****** Costs must be for a third party providing all material and labor**

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1. Proposed Monitoring Wells (Do not include wells already in existence.)				
	EA	2	\$1,750.00	\$3,500.00
2. Slope and Fill (bedding layer between waste and barrier layer):				
Excavation	CY	42,000	\$0.75	\$31,500.00
Placement and Spreading	CY	42,000	\$0.50	\$21,000.00
Compaction	CY	42,000	\$0.25	\$10,500.00
Off-Site Material	CY	5,000	\$1.75	\$8,750.00
Delivery	CY	5,000	\$1.50	\$7,500.00
Subtotal Monitoring Wells :				\$82,750.00
3. Cover Material (Barrier Layer):				
Off-Site Clay	CY	5,000	\$3.25	\$16,250.00
Synthetics - 40 mil	SY			\$0.00
Synthetics - GCL	SY			\$0.00
Synthetics - Geonet	SY			\$0.00
Synthetics - Other	SY			\$0.00
Subtotal Barrier Layer Cover:				\$16,250.00
4. Top Soil Cover:				
Off-Site Material	CY	15,000	\$1.25	\$18,750.00
Delivery	CY	15,000	\$1.50	\$22,500.00
Spread	CY	15,000	\$0.50	\$7,500.00
Subtotal Top Soil Cover:				\$48,750.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
5. Vegetative Layer				
Sodding	SY	108,000	\$1.15	\$124,200.00
Hydroseeding	AC	7	\$750.00	\$757.00
Fertilizer	AC	7	\$750.00	\$5,250.00
Mulch	AC			\$0.00
Other	SY			\$0.00
Subtotal Vegetative Layer:				\$130,207.00
6. Stormwater Control System:				
Earthwork	CY	14,000	\$1.25	\$17,500.00
Grading	SY	125,000	\$0.25	\$31,250.00
Piping	LF	875	\$22.50	\$19,687.50
Ditches	LF	5,250	\$8.50	\$44,625.00
Berms	LF	4,850	\$3.50	\$16,975.00
Control Structures	EA	14	\$1,250.00	\$17,500.00
Other	LS			\$0.00
Subtotal Stormwater Controls:				\$147,537.50
7. Gas Controls: Passive				
Wells	EA			\$0.00
Pipe and Fittings	LF			\$0.00
Monitoring Probes	EA			\$0.00
NSPS/Title V requirements	LS			\$0.00
Subtotal Passive Gas Control:				\$0.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
8. Gas Control: Active Extraction				
Traps	EA			\$0.00
Sump	EA			\$0.00
Flare Assembly	EA			\$0.00
Flame Arrestor	EA			\$0.00
Mist Eliminator	EA			\$0.00
Flow Meter	EA			\$0.00
Blowers	EA			\$0.00
Collection System	LF			\$0.00
Other (describe)				\$0.00
Subtotal Active Gas Extraction:				\$0.00
9. Security System:				
Fencing	LF	6,250	\$8.00	\$50,000.00
Gate(s)	EA			\$0.00
Sign(s)	EA			\$0.00
Subtotal Security System:				\$50,000.00
10. Engineering:				
Closure Plan report	LS			\$8,500.00
Certified Engineer	LS			\$2,500.00
NSPS/Title V Air Permit	LS			\$0.00
Final Survey	LS			\$8,500.00
Certification of Closure	LS			\$2,500.00
Other (detail)				
Subtotal Engineering:				\$22,000.00

11. Professional Services

	Contract Management		Quality Assurance		Total
	Hours	LS	Hours	LS	
P.E. Supervisor	8	\$750.00	8	\$750.00	\$1,500.00
On-Site Engineer	16	\$1,500.00	16	\$1,500.00	\$3,000.00
Office Engineer	8	\$750.00	8	\$750.00	\$1,500.00
On-Site Technician	16	\$750.00	16	\$750.00	\$1,500.00
Other (explain)					\$0.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Quality Assurance Testing	LS	1	15,000.0	\$15,000.00

Subtotal Professional Services: \$22,500.00

Subtotal of 1-11 Above: \$519,994.50

12. Contingency % of Total 10%

Closing Cost Subtotal: \$571,993.95

13. Site Specific Costs (explain)

<u>Mobilization</u>	<u>\$0.00</u>
<u>Waste Tire Facility</u>	<u>\$0.00</u>
<u>Materials Recovery Facility</u>	<u>\$0.00</u>
<u>Special Wastes</u>	<u>\$0.00</u>
<u>Leachate Management System Modification</u>	<u>\$0.00</u>
<u>Other</u>	<u>\$0.00</u>

Subtotal Site Specific Costs: \$0.00

TOTAL CLOSING COSTS **\$571,993.95**

VI. ANNUAL COST FOR LONG-TERM CARE

(Check Term Length)

☒ 5 Years ☐ 20 Years ☐ 30 Years ☐ Other

See 62-701.600(1)a.1., 62-701.620(1), 62-701.630(3)a. and 62-701.730(11)b. F.A.C. for required term length. For landfills certified closed and Department accepted, enter the remaining long-term care length as "Other" and provide years remaining.

**** Third Party Estimate / Quote must be provided for each item**

**** Costs must be for a third party providing all material and labor**

All items must be addressed. Attach a detailed explanation for all items marked not applicable (N/A)

Description	Sampling Frequency (events/yr.)	Number of Wells	\$ / Well / Event	\$ / Year
1. Groundwater Monitoring (62-701.510(6), and (8)(a))				
Monthly	12			\$0.00
Quarterly	4			\$0.00
Semi-Annual	2	6.0	\$850.00	\$10,200.00
Annual	1			\$0.00
Subtotal Groundwater Monitoring:				\$10,200.00
2. Surface Water Monitoring (62-701.510(4), and (8)(b))				
Monthly	12			\$0.00
Quarterly	4			\$0.00
Semi-Annual	2			\$0.00
Annual	1			\$0.00
Subtotal Surface Water Monitoring:				\$0.00
3. Gas Monitoring				
Monthly	12			\$0.00
Quarterly	4			\$0.00
Semi-Annual	2			\$0.00
Annual	1			\$0.00
Subtotal Gas Monitoring:				\$0.00

Description	Sampling Frequency (events/yr.)	Number of Locations	\$/Location/Event	\$ / Year
4. Leachate Monitoring (62-701.510(5), (6)(b) and 62-701.510(8)(c))				
Monthly	12			\$0.00
Quarterly	4			\$0.00
Semi-Annual	2			\$0.00
Annual	1			\$0.00
Other				\$0.00
Subtotal Leachate Monitoring:				\$0.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	ANNUAL COST
-------------	------	----------	-----------	-------------

5. Leachate Collection/Treatment Systems Maintenance

Maintenance

Collection Pipes	LF			\$0.00
Sumps, Traps	EA			\$0.00
Lift Stations	EA			\$0.00
Cleaning	LS			\$0.00
Tanks	EA			\$0.00

Impoundments

Liner Repair	SY			\$0.00
Sludge Removal	CY			\$0.00

Aeration Systems	CY			\$0.00
Floating Aerators	EA			\$0.00
Spray Aerators	EA			\$0.00

Disposal

Off-site	1000 gallon			\$0.00
(Include Transportation and Disposal)				\$0.00

6. Leachate Collection/Treatment Systems Operation

Operation		Hours	\$/Hour	Total
P.E. Supervisor	HR			\$0.00
On-Site Engineer	HR			\$0.00
Office Engineer	HR			\$0.00
OnSite Technician	HR			\$0.00
Materials	LS			
Subtotal Leachate Collection/Treatment System Maintenance & Operation:				\$0.00

7. Maintenance of Groundwater Monitoring Wells

Monitoring Wells	LF			\$0.00
Replacement	EA			\$0.00
Abandonment	EA			\$0.00
Subtotal Groundwater Monitoring Well Maintenance:				\$0.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	ANNUAL COST
-------------	------	----------	-----------	-------------

8. Gas System Maintenance

Piping, Vents	LF			\$0.00
Blowers	EA			\$0.00
Flaring Units	EA			\$0.00
Meters, Valves	EA			\$0.00
Compressors	EA			\$0.00
Flame Arrestors	EA			\$0.00
Operation	LS			
SubTotal Gas System:				\$0.00

9. Landscape

Mowing	AC	30	\$5.25	\$157.50
Fertilizer	AC	30	\$2.50	\$75.00
Subtotal Landscape Maintenance:				\$11,812.50

DESCRIPTION	UNIT	QUANTITY	UNIT COST	ANNUAL COST
10. Erosion Control & Cover Maintenance				
Sodding	SY	1,000	\$1.35	\$1,350.00
Regrading	AC	2	\$1,000.00	\$2,000.00
Liner Repair	SY			\$0.00
Clay	CY	1,000	\$3.50	\$3,500.00
Subtotal Erosion Control and Cover Maintenance:				\$6,850.00
11. Storm Water Management System Maintenance				
Conveyance Maintenance	LS			\$5,000.00
Subtotal Storm Water System Maintenance:				\$5,000.00
12. Security System Maintenance				
Fences	LF			\$0.00
Gate(s)	EA			\$0.00
Sign(s)	EA			\$0.00
Subtotal Security System:				\$0.00
13. Utilities				
	LS			
14. Administrative				
		Hours	\$/Hour	Total
P.E. Supervisor	HR	2	\$100.00	\$200.00
On-Site Engineer	HR	8	\$85.00	\$680.00
Office Engineer	HR	4	\$85.00	\$340.00
OnSite Technician	HR	8	\$55.00	\$440.00
Other (explain)				\$0.00
Subtotal Administrative:				\$1,660.00
15. Contingency				
	% of Total			10%
	\$35,522.50	Subtotal Contingency:		\$3,552.25

16. Site Specific Costs (explain)

UNIT COST

_____	LS	_____
_____	LS	_____
_____	LS	_____

ANNUAL LONG-TERM CARE COST (\$/Year):

\$39,074.75

NUMBER OF YEARS OF LONG-TERM CARE

5.00

TOTAL LONG-TERM CARE COST (\$)

\$195,373.75

OVERSIZED
PAGE(S)
HAVE BEEN
INSERTED INTO
OCULUS SEPARATELY.

SCANNER: *J Clark*

DATE: *8-27-12*