

From: [Potter, Drew](#)
To: [Anne Smith](#); [Hillary Young](#)
Subject: [EXTERNAL] Transfer Station Permit Application
Date: Thursday, June 15, 2023 11:43:51 AM
Attachments: [CARDS Eastern Oklahoma Transfer Station Application.pdf](#)

On behalf of CARDS NEO, LLC, I have attached a transfer station permit application for the proposed Eastern Oklahoma Transfer Station.

Please let me know if you have any questions or if I have missed anything.

Thanks!

Drew Potter
Staff Engineer | Solid Waste Services

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Transfer Station Permit Application

CARDS NEO, LLC
Eastern Oklahoma Transfer Station
Muskogee, Oklahoma

June 2023
Project No. 03237056



Prepared for:
CARDS NEO, LLC
P.O. Box 775
Tontitown, AR 72770
(877) 592-2737

Prepared by:
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Environmental



Facilities



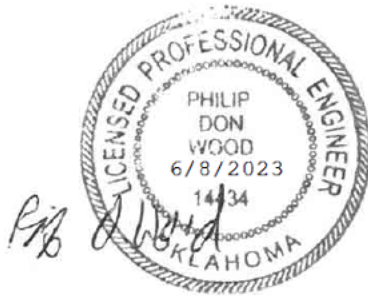
Geotechnical



Materials

PROFESSIONAL ENGINEER'S CERTIFICATION

"I certify to the best of my professional judgment that the following permit application for the proposed solid waste transfer station located on property owned by Donna Crotty Trust and operated by CARDS NEO, LLC. in Muskogee, Oklahoma was prepared in accordance with good engineering practices and applicable Oklahoma Department of Environmental Quality regulations. This certification is contingent on the fact that all information supplied to the signatory authority, at the time of this certification is unquestionably accurate and was provided in good faith."



Phil Wood, P.E.
Oklahoma Professional Engineer No. 14434

June 7, 2023
Certification Date

Cert. of Auth. #CA – 4531 exp. 6/30/23

Table of Contents

Professional Engineer’s Certification

1.0 INTRODUCTION	1
2.0 GENERAL INFORMATION	2
3.0 MAPS & DRAWINGS	6
4.0 LOCATION RESTRICTIONS	10
5.0 WASTE MANAGEMENT	12
6.0 CLOSURE PLAN AND FINANCIAL ASSURANCE	13
7.0 WASTE EXCLUSION PLAN	16
8.0 DISCLOSURE STATEMENT FORM	17

List of Appendices

Appendix A	Land and Building Documents
Appendix B	Maps and Drawings
Appendix C	Operating Plan
Appendix D	Closure Cost Estimate
Appendix E	Location Restriction Correspondence
Appendix F	Transfer Station Application Form
Appendix G	Landowner Notification
Appendix H	Temporary Easement Form

1.0 Introduction

The proposed CARDS Eastern Oklahoma Solid Waste Transfer Station (Transfer Station) will be located at 6000 S. Cherokee St., Muskogee OK, 74403. The Transfer Station is owned by Donna Crotty Trust and operated by CARDS NEO, LLC (CARDS). The facility will begin operation immediately following approval of this permit application. The property and structure purchased by CARDS NEO, LLC for this proposed Transfer Station was previously a transfer station owned by Whitting Hill Disposal Service. The facility layout is located in **APPENDIX B**. This Transfer Station will accept construction and demolition (C&D) waste and municipal solid waste (MSW). The C&D waste and MSW collected will be transported to one of three permitted landfill facilities: the City of Sallisaw Landfill, the North Tulsa Sanitary Landfill, or the City of Muskogee Landfill. The general location of the facility is shown on **FIGURE 1** of **APPENDIX B**.

The information presented in this general permit application for a solid waste transfer station was prepared in accordance TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY. Specifically, the Permit Application was prepared in accordance with the requirements of CHAPTER 515 - MANAGEMENT OF SOLID WASTE.

This general permit application presents owner information, specific site information, and operational aspects of the Transfer Station. Solid Waste Processing Facility Application Forms for the Transfer Station are presented in **APPENDIX F**.

2.0 General Information

Section 252:515-3 of TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY CHAPTER 515. MANAGEMENT OF SOLID WASTE states the following:

36(a) New Applications: A permit application for a new solid waste disposal facility shall include all the information required by the Oklahoma Uniform Environmental Permitting Act, including:

- (1) The owner/operator's name, mailing address and phone number.
- (2) The name by which the facility will be known, the mailing address of the facility, the street address of the facility (if different from the mailing address), and the facility phone number.
- (3) A disclosure statement completed in accordance with OAC 252:515-3-31(g).
- (4) A legal description, by metes and bounds; section, township, and range, or parts thereof; or book and page number of plat records for platted property, of:
 - A. The proposed permit boundary.
 - B. The proposed waste processing and/or disposal areas; and
 - C. Both on- and off-site soil borrow areas, if applicable.
- (5) Latitude and longitude of all corners of the permit boundary and the facility entrance.
- (6) The location of the site from the nearest town or city.
- (7) A description of all processing, storage, and disposal operations and unit.
- (8) A description of the anticipated waste streams and amount received per day.
- (9) The names of the municipalities and/or counties included in the service area.
- (10) The estimated population served to be determined as follows:
 - A. The population of each town or city served by the disposal facility, as published in the last decennial census; or
 - B. The population equivalent served, calculated by dividing the anticipated amount of waste received per day by 4.4 pounds per person per day.
- (11) The types of road construction and materials to be used to ensure that all access roads within the site are passable during inclement weather by normal vehicular traffic.
- (12) A list of anticipated heavy equipment to be used in the construction and operation of the site.
- (13) Maps and drawings as required by parts (5) and/or (7) of 252:515-3-36(a).
- (14) Data, plans and specifications for the following
 - A. A demonstration the proposed facility meets the location restrictions of Subchapter 5 of this Chapter;
 - B. An operational plan describing how compliance with the operational requirements of Subchapter 19 of this chapter, as applicable to the proposed facility, will be achieved;
 - C. A plan describing how compliance with the storm water management requirements of Subchapter 17 of this Chapter will be achieved;

- D. Plans for closure of the facility in accordance with Subchapter 25 of this Chapter; and
 - E. A plan for achieving compliance with the aesthetic enhancement requirements of OAC 252:515-3-37.
 - (15) Establishment of financial assurance in accordance with Subchapter 27 of this Chapter.
- 36(b) Information not identified: The DEQ may require the applicant to submit additional data, revise design specifications or propose environmental safeguards as necessary to meet DEQ rules for the protection of human health and the environment.
- 36(c) Permit modification applications: An applicant requesting a modification to an existing permit shall submit information identified in this Part relating to the proposed modification.
- 37 Aesthetic enhancement: Applications for new permits or expansions of an existing permit boundary, shall include plans to enhance the visual harmony of the new disposal facility or the expansion area with the surrounding area, and reduce the transmission of dust and noise from the facility. Such plans may include placement of berms, fences, shrubbery, trees, or other such materials to achieve desired result.

Response to Section 252:515-3-36 (a)(1)

The owner of the CARDS Eastern Oklahoma Transfer Station is Donna Crotty Trust. The Operator of the Transfer Station is CARDS NEO, LLC (CARDS). The mailing address for CARDS is P.O. Box 775, Tontitown, AR, 72770. The phone number is (877) 592-2737.

Response to Section 252:515-3-36 (a)(2)

The facility name shall be CARDS Eastern Oklahoma Transfer Station. The mailing address (same as street address) is 6000 S Cherokee St, Muskogee, OK 74403 and the phone number for the facility is (918) 683-5181.

Response to Section 252:515-3-36 (a)(3)

See **SECTION 8.0** of this permit application.

Response to Section 252:515-3-36 (a)(4)(A)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-36 (a)(4)(B)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-36 (a)(4)(C)

Not Applicable.

Response to Section 252:515-3-36 (a)(5)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-36 (a)(6)

The nearest town or city is the City of Muskogee. The site is approximately 5 miles south of the City of Muskogee.

Response to Section 252:515-3-36 (a)(7)

Located at the site is an approximately 5,000 square-foot office building, an approximately 7,000 square-foot maintenance building, two approximately 4,000 square-foot storage buildings, and one approximately 23,000 square-foot lean-to building. See attached **APPENDIX C** for processing, storage, and disposal operations.

Response to Section 252:515-3-36 (a)(8)

It is anticipated that the facility will receive approximately 75 tons of solid waste and 75 tons of C&D waste per day.

Response to Section 252:515-3-36 (a)(9)

The transfer station will service the City of Muskogee and Muskogee County.

Response to Section 252:515-3-36 (a)(10)(A)

According to the 2020 Census, Muskogee County had a population of 66,339. According to the United States Census Bureau, Muskogee County had an estimated population of 66,354 as of July 1, 2022.

Response to Section 252:515-3-36 (a)(10)(B)

See **Response to Section 252:515-3-36 (a)(10)(A)**.

Response to Section 252:515-3-36 (a)(11)

The site is currently being utilized as a transfer station. There are no notable issues with the existing access roads.

Response to Section 252:515-3-36 (a)(12)

The anticipated list of heavy equipment to be used at the facility is as follows:

- Refuse trailers
- Semi-tractor trailers
- Loading Equipment

Response to Section 252:515-3-36 (a)(13)

See **APPENDIX C**.

Response to Section 252:515-3-36 (a)(14)(A)

See **SECTION 4** of this permit application.

Response to Section 252:515-3-36 (a)(14)(B)

See **APPENDIX C**.

Response to Section 252:515-3-36 (a)(14)(C)

See **APPENDIX C**.

Response to Section 252:515-3-36 (a)(14)(D)

See **SECTION 6** of this permit application.

Response to Section 252:515-3-36 (a)(14)(E)

See the response to **Section 252:515-3-37**.

Response to Section 252:515-3-36 (a)(15)

See **SECTION 6** of this permit application.

Response to Section 252:515-3-36(b)

Acknowledged.

Response to Section 252:515-3-36(c)

Not Applicable.

Response to Section 252:515-3-37

There are currently several lines of trees adjacent to the north end of the facility serving as a visual barrier. There are several trees to the east of the facility and a large open field to the south of the facility. South Cherokee St. is approximately 400 feet to the west of the facility, making the operations of the facility difficult to see to passers-by. Additionally, the entire facility is enclosed in a chain link fence.

3.0 Maps & Drawings

Section 252:515-3 of TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY
CHAPTER 515. MANAGEMENT OF SOLID WASTE states the following:

- 51(a)** Applicability: The maps and designs identified in this Part shall be submitted with the permit applications for:
- (1) All new solid waste disposal facilities;
 - (2) Expansions of permit boundaries of existing solid waste disposal facilities;
 - (3) Expansions of waste handling or disposal boundaries of existing solid waste disposal facilities; and
 - (4) Any other modification to an existing permit where the data originally submitted would be made ambiguous, inaccurate, or out of data by the proposed modification.
- (c) Illegible: the permit application will be considered administratively incomplete if any maps or drawings submitted are not legible.
- (d) Map sequence: All maps and designs shall be submitted in the permit application in the sequence identified.
- (e) Map scale: Unless otherwise identified, all maps submitted as part of a permit application shall be prepared at a scale of one-inch equals one hundred feet (1" = 100'). An alternative scale may be used with approval of the DEQ.
- (f) Map details:
- (1) All maps shall show as a minimum, legend, title, north arrow, permit boundary, buffer zone, and boundaries of waste disposal or processing areas.
 - (2) If applicable, the locations of groundwater monitoring wells, and gas monitoring probes shall be identified.
- 52** General Location Map: - General location map: The permit application shall include a county highway map published by the Oklahoma Department of Transportation showing the facility location and any airports within six miles of the facility. If the facility is located within a municipality and a municipal map with better information is available, then it may be used.
- 53** Applicability: The maps and designs identified in this Part shall be submitted with the permit applications for:
- (1) Flood Insurance Rate maps published by the Federal Emergency Management Agency, or maps prepared by the U.S. Army Corps of Engineers, Flood Plain Management services;
 - (2) Maps of Flood Prone Areas published by the U.S. Geological Survey; or
 - (3) Site specific determinations by the U.S. Army Corps of Engineers at the request of the applicant.

- 54(a)** Required map: The permit application shall include an original U.S. Geological Survey 7.5-minute series topographic quadrangle map:
- (1) If 7.5-minute series maps have not been printed, then 15-minute series may be used.
 - (2) If the disposal facility is located on the edge of a quadrangle, then adjoining maps shall be provided.
- (b)** Required details: The quadrangle topographic map shall clearly depict:
- (1) The location of the facility permit boundaries.
 - (2) Access routes within one mile of the facility;
 - (3) Homes and buildings within one mile of the facility;
 - (4) Public water and wastewater collection, treatment, and distribution facilities within one mile of the facility;
 - (5) Receiving waters and surface variations within one mile of the facility; and
 - (6) Water wells, including private and municipal, potable and irrigation water within one mile of the facility.
- 55(a)** Required map: The permit application shall include a constructed map showing the topographic contours prior to any operations at the facility.
- (b)** Contour intervals: The contour interval on the map shall not be greater than two feet.
- (c)** Required details: The existing contour map shall show the location and quantities of surface drainage entering and exiting the facility, and the locations of all boreholes with their surface elevations.
- 56(a)** Required map: The permit application shall include a site map, which may be the existing contour map.
- (b)** Required details: The site map shall show the following, as applicable to the facility:
- (1) The dimensions of the permit boundary as indicated by the legal description;
 - (2) The receiving processing, storage or disposal areas;
 - (3) Buffer zones;
 - (4) The locations and surface elevations of each borehole, monitor well, test well, monitoring site, test pit, sampling site and permanent benchmarks;
 - (5) The surface and top casing elevations for each monitoring well or gas probe;
 - (6) The surface drainage, including location of diversion ditches, dikes, dams, pits, ponds, lagoons, berms, terraces, and other relevant information;
 - (7) The location of fencing and gates, utility lines, pipelines, and easements;
 - (8) The access roads into and on the site;
 - (9) Employee and equipment shelters; and
 - (10) On- and off-site soil borrow areas.
- 57** The permit application shall include, as necessary, design drawings and specifications for:
- (1) Receiving, processing, storage or disposal areas;
 - (2) Liner construction;

- (3) Leachate collection systems;
- (4) Typical well installation;
- (5) Dike sections;
- (6) Drainage channels;
- (7) Groundwater monitoring wells, gas monitoring probes, and piezometers;
- (8) Retention structures or other groundwater and surface water protection measures;
and
- (9) Any other design drawings or specifications necessary to describe the proposed activities for the facility.

Response to Section 252:515-3-51 (a)(1 - 4)

See **APPENDIX B**.

Response to Section 252:515-3-51 (c)

Acknowledged. See **APPENDIX B**.

Response to Section 252:515-3-51 (d)

Acknowledged. See **APPENDIX B**.

Response to Section 252:515-3-51 (e)

- Terracon requests that the scale for **FIGURE 1** of **APPENDIX B** be set at 1" = 8,000' in order to adequately show the 6-mile radius around the facility on a sheet that is 11" x 17".
- Terracon requests that the scale for **FIGURE 2** of **APPENDIX B** be set at 1" = 400' in order to adequately show the entire FEMA Firmette on a sheet that is 11" x 17".
- Terracon requests that the scale for **FIGURE 3** of **APPENDIX B** be set at 1" = 1,000' in order to adequately show the topography surrounding the facility on a sheet that is 11" x 17".
- Terracon requests that the scale for **FIGURE 4** of **APPENDIX B** be set at 1" = 150' in order to adequately show the topography of the entire facility on a sheet that is 11" x 17".
- See **FIGURE 5** of **APPENDIX B**.
- Terracon requests that the scale for **FIGURE 6** of **APPENDIX B** be set at 1" = 4,000' in order to adequately show the wellhead protection area (WHPA) nearest to the facility on a sheet that is 11" x 17".

Response to Section 252:515-3-51 (f)(1)

See **APPENDIX B**.

Response to Section 252:515-3-51 (f)(2)

Not Applicable.

Response to Section 252:515-3-52
See **FIGURE 1** of **APPENDIX B**.

Response to Section 252:515-3-53 (1 – 3)
See **FIGURE 2** of **APPENDIX B**.

Response to Section 252:515-3-54 (a)(1), (a)(2), and (b)(1 – 6)
See **FIGURE 3** of **APPENDIX B**.

Response to Section 252:515-3-55(a – c)
See **FIGURE 4** of **APPENDIX B**.

Response to Section 252:515-3-56(a) and (b)(1 – 10)
See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-57 (1 – 9)
See **FIGURE 5** of **APPENDIX B**.

4.0 Location Restrictions

Section 252:515-3 of TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY CHAPTER 515. MANAGEMENT OF SOLID WASTE states the following:

- 31(a)** Scenic Rivers: Not to be located within the drainage basin of any river designated under Oklahoma Scenic Rivers Commission (OSRC) Act unless statement is obtained from OSRC or Oklahoma Tourism & Recreation Department.
- 31(b)** Recreation/Preservation Areas: Not to be located within one-half (1/2) mile of area dedicated & managed for public recreation or natural preservation by any governmental agency. Exceptions granted if application includes statement from appropriate agency that proposed site not expected to adversely affect recreation or natural area.
- 31(c)** Endangered & Threatened Species: Statement required from Oklahoma Department of Wildlife Conservation (ODWC) and Oklahoma Biological Survey (OBS) concerning endangered or threatened wildlife or plant species within one (1) mile of proposed site. If exist, impact statement required.
- 32(a)** 100-year flood: Solid waste disposal facility should not be located in the 100-year flood plain. Variance available for transfer station with requirement that no waste retained during non-operating hours.
- 32(b)** Public Water Supply.
- 32(c)** Wellhead Protection Area.
- 32(d)** Wetlands: Not to be located in wetlands. Letter required from Oklahoma Conservation Commission (OCC) stating proposed site not located in wetlands.

Response to Section 252:515-3-31 (a)

See **APPENDIX E**.

Response to Section 252:515-3-31 (b)

See **APPENDIX E**.

Response to Section 252:515-3-31 (c)

See **APPENDIX E**. The response from the Oklahoma Natural Heritage Inventory states that the American Burying Beetle is located in the vicinity of the site. However, it is not located in the same section, township, and range as the project site. The nearest section, township, and range where the American Burying Beetle is present is two sections to the south and three

sections to the west of the site. Therefore, the site should have no impact on the American Burying Beetle.

Response to Section 252:515-3-32 (a)

See **FIGURE 2** of **APPENDIX B**.

Response to Section 252:515-3-32 (b)

Activities at the transfer station will have no adverse effects on the public water supply.

Response to Section 252:515-3-31 (c)

Activities at the transfer station will have no adverse effects on wellhead protection areas. See **FIGURE 6** of **APPENDIX B**.

Response to Section 252:515-3-32 (d)

See **APPENDIX E**.

5.0 Waste Management

See the Operating Plan in **APPENDIX C** for a detailed description of waste management practices and procedures.

6.0 Closure Plan and Financial Assurance

Introduction

This closure plan provides for the conclusion of all operations per OAC 252:515-25-32 and the termination of the CARDS Eastern Oklahoma Transfer Station Facility Permit. In order to close the facility, the on-site waste will be transferred to a disposal facility. The storage areas of trailers and trucks used for the transfer of waste will be cleaned and sanitized.

6.2 Estimate of Cost of Closure

Total cost for closure at the CARDS Eastern Oklahoma Transfer Station is estimated at \$71,573.56. The landfill disposal cost is based on an average disposal cost of \$0.03 per pound of solid waste. The OAC 252:515-Appendix H form of closure cost estimate is included in **APPENDIX D**.

6.3 Estimate of Maximum Inventory of Waste on the Site

The maximum inventory of waste in storage of waste is estimated at 150 tons.

6.4 Financial Instrument

CARDS NEO, LLC will submit a financial assurance instrument to the benefit of the State of Oklahoma for \$71,573.56 as specified under OAC 252:515-27-73.

6.5 Schedule

The schedule for final closure will begin with notification to Oklahoma Department of Environmental Quality (ODEQ) 15 days prior to the effective date of closure. All activities shall be completed within ninety (90) days of initiation of the closure activities. The estimated closure schedule is summarized in **TABLE 6.1** below.

TABLE 6.1
ESTIMATED CLOSURE SCHEDULE

<u>Closure Activity/Task</u>	<u>Number of days to complete</u>
Notify the department of intent to perform closure	1
Begin closure activities following DEQ approval of Closure Plan	40
Load waste into containers and transport material to landfill	20
Clean equipment and containers	20
Remove equipment and containers	10

CARDS customers will be notified prior to closure. The closure activities will be completed in accordance with this closure plan within 90 days of closure. Within 15 days of completion of closure, a closure certification statement will be signed by CARDS certifying that the facility has been closed in accordance with this closure plan. Until final closure of the facility, CARDS will review and update the closure cost estimate as necessary.

6.6 Closure Activities

All waste will be collected and transported to a permitted landfill facility for final disposal. All waste storage, receiving and loading areas shall be cleaned and free of waste residues through steam cleaning with environmentally appropriate disinfectant. All runoff water from cleaning will be collected, containerized, treated, and disposed of properly.

6.7 Certification of Final Closure

Certification requirements. A Certification of Final Closure shall be submitted to Oklahoma DEQ after completion of final closure. The Certification shall:

- Be signed by the owner/ operator;
- State that the facility was closed according to the approved closure plan, the permit, and applicable rules;
- Contain a closure report with related drawings, plans or specifications describing how closure was performed.

The Certification of Final Closure shall be prepared and sealed by an independent professional engineer licensed in the State of Oklahoma if the facility served a population or population equivalent of greater than 5,000.

6.8 County Land Records Notice

- **Notice required.** Upon Oklahoma DEQ approval of final closure, a notice shall be recorded in the land records of the property in the county in which the facility is located, that will give notice in perpetuity that the site was used for the processing or disposal of solid waste and has been closed.
- **Identification of wastes.** The notice shall specify the type, location and quantity of wastes processed or disposed.
- **Post-closure monitoring.** For land disposal facilities, the notice shall:

- **Identify** the required post-closure monitoring period and state that the facility will be monitored for at least this period of time;
 - **State** that a survey plat and record of the disposal area with locations and elevations has been filed with Oklahoma DEQ and with an identified city or county; and
 - **State** that future uses may be restricted in accordance with OAC 252:515-25-57.
- **Copy to DEQ.** A file-stamped copy of the notice shall be provided to the Oklahoma DEQ.

6.9 Post Closure

No Post Closure Plan is required due to the nature of the proposed operation.

7.0 Waste Exclusion Plan

See the Operating Plan in **APPENDIX C** for a detailed description of waste exclusion practices and procedures.

8.0 Disclosure Statement Form

DISCLOSURE STATEMENT FORM

INFORMATION AND INSTRUCTIONS: The Solid Waste Management Act requires applicants to provide the Department of Environmental Quality with information about themselves, any officer, director or partner, any person employed by the applicant as general or key manager who directs the operations of the site which is the subject of the application, and any person owning or controlling more than five percent (5%) of the applicant's debt or equity. By law, the "Disclosure Statement" must be completed by all applicants for the issuance or transfer of any solid waste permit.

If the applicant is a publicly held company, it does not need to submit a disclosure statement, but only need submit the most recent annual (SEC Form 10-K) and quarterly reports (SEC Form 10-Q) required by the Securities and Exchange Commission (SEC), which provide information regarding legal proceedings in which the applicant has been involved. However, the applicant must submit such other information as the Department may require that relates to the competency, reliability, or responsibility of the applicant, officers, directors, or other persons as set out above.

PLEASE PROVIDE THE FOLLOWING INFORMATION: (If additional space is required to answer any of the following questions, please make attachments as needed.)

- (1) Name of facility:
Eastern Oklahoma Transfer Station
- (2) Applicant's full name and social security number:
- (3) Applicant's business address:
P.O. Box 775, Tontitown, AR 72770
- (4) Applicant's business telephone number:
(877) 592-2737
- (5) Applicant's form of business:
☐ publicly-held corporation;
☒ privately-held corporation;
☐ partnership or sole proprietorship;
☐ municipality or public agency;
☐ other: _____
- (6) Is Applicant a publicly-held company required to file annual reports with the Securities and Exchange Commission, or a wholly-owned subsidiary of such a company?
☐ yes ☒ no
- (7) If Applicant answered "yes" to question (6) above, Applicant is required to submit copies of the most recent annual and quarterly reports required by the SEC *that provide information regarding legal proceedings in which Applicant has been involved.* In addition, list below, the name and business address of any person employed by the Applicant as a general or key manager who directs the operations of the site or facility which is the subject of the application.


N/A

(NOTE: If Applicant is required to submit SEC reports under this section, no further reporting is required under the disclosure statement requirement, and Applicant should skip to the "Certification and Oath" section on the last page of this form. Applicant should submit copies of any SEC reports as an attachment to this form to be submitted as part of the permit application. If Applicant answered "no" to question (6) above, Applicant is required to complete all remaining sections of this Form.)

- (8) Full name, business address and social security number of all affiliated persons:

(NOTE: "Affiliated person" means:

- (a) any officer, director, or partner of the applicant;
- (b) any person employed by the applicant as a general or key manager who directs the operations of the site or facility which is the subject of the application; and
- (c) any person (including corporations, partnerships, etc.) owning or controlling more than five (5) percent of the Applicant's debt or equity.);

Dan Christensen, President / P.O. Box 775, Tontitown, AR 72770 / 

- (9) Full name and address of any legal entity in which the Applicant holds a debt or equity interest of at least 5 percent, or which is a parent company or subsidiary of the Applicant, and a description of the ongoing organizational relationships as they may impact operations within the State:

N/A

- (10) Description of the experience and credentials of the Applicant and any "affiliated person", including any past or present permits, licenses, certifications, or operational authorizations relating to environmental facility regulation:

Phase 1 Environmental Site Assessment and Limited Environmental Compliance Review for the Eastern Oklahoma Transfer Station was prepared in March 2023.

- (11) Listing and explanation of any administrative, civil or criminal legal actions against the Applicant or any affiliated person which resulted in a final agency order or final judgment by a court of record

including any final order or judgment on appeal in the ten (10) years immediately preceding the filing of the application relating to solid or hazardous waste. Such action shall include, without limitations, any permit denial or any sanction imposed by a state regulatory authority or the U.S. Environmental Protection Agency:

N/A

(12) Listing of any federal environmental agency and any state environmental agency that has or has had regulatory responsibility over Applicant:

N/A

CERTIFICATION AND OATH

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

CARDS NEO, LLC

(Printed or Typed) Name of Applicant or Agent

6-6-23

Date

[Signature]

Signature of Applicant or Agent

President

Title

ACKNOWLEDGMENT

Arkansas
State of ~~Oklahoma~~)
Washington County)

ss.

Before me, the undersigned, in and for said county and state, on this 6 day of June, 2023, personally appeared Daniel Christensen, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Kellie R Homway
Notary Public

My commission expires:

5-4-2028

A:\Disc1\StmtFORM.doc
12/00

OFFICIAL SEAL
KELLIE R. HOMWAY
NOTARY PUBLIC, ARKANSAS
WASHINGTON COUNTY
COMMISSION NO 12366412
COMMISSION EXP. 05/04/2028

APPENDIX A

LAND AND BUILDING DOCUMENTS

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of March 31, 2023 (“**Effective Date**”), by and between Donna Jean Crotty, as trustee of the Donna Jean Crotty Trust dated October 14, 2016 and organized under the laws of the State of Oklahoma (collectively, “**Seller**”), and CARDS NEO, LLC, an Oklahoma limited liability company (“**Buyer**”).

WITNESSETH:

1. **Agreement to Sell and Purchase.** For and in consideration of the Purchase Price to be paid by Buyer to Seller, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following:

That certain real property comprising approximately +/-41.91 acres of land in Muskogee County, Oklahoma and located at 6000 S. Cherokee Street, Muskogee, OK 74403, which is identified in the Muskogee County real property records under Account No. 510028649, Parcel ID No. 0000-23-14N-18E-3-097-04, and further described on Exhibit A attached hereto and incorporated herein, together with all improvements located thereon, and together all rights, ways and easements appurtenant thereto, including, without limitation, all of Seller’s right, title and interest in and to all surface and mineral rights and the land underlying and the air space overlying any public or private ways or streets crossing or abutting said real estate (the “**Property**”);

(a) All buildings, structures and other improvements of any and every nature located on the Property and all fixtures attached or affixed, actually or constructively, to the Property or to any such buildings, structures or other improvements (“**Improvements**”); and

(b) All of the right, title, interest, powers, privileges, benefits and options of Seller, or otherwise accruing to the owner of the Property, in and to (i) any permits, licenses, authorizations and registrations for the operation of the solid waste collection business that is currently operating on, at and from the Property; (ii) any impact fee credits with, or impact fee payments to, any county or municipality in which the Property is located arising from any construction of improvements, or dedication or contribution of Property, by Seller, or its predecessor in title or interest, related to the Property, (iii) any development rights, allocations of development density or other similar rights allocated to or attributable to the Property or the Improvements, and (iv) any utility capacity allocated to or attributable to the Property or the Improvements, whether the matters described in the preceding **clauses (i), (ii), (iii) and (iv)** arise under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreement with governmental authorities or third parties (“**Additional Interests**”).

2. **Purchase Price; Method of Payment.** The purchase price for the Property (the “**Purchase Price**”) shall be \$1,950,000.00, which amount is subject to adjustment pursuant to the terms of that certain Asset Purchase and Sale Agreement dated March 31, 2023 (the “**APA**”), by and among Buyer, Seller, and Whittinghill Disposal Service, Inc., an affiliate of Seller. On the Closing Date (as hereinafter defined), the Purchase Price, subject to the prorations and adjustments herein described, shall be paid by Buyer to Seller by wire transmission or other immediately available funds delivered to the Escrow Agent (as hereinafter defined) for disbursement pursuant to the Closing Statement (as hereinafter defined).

3. **Closing.** Closing (the “**Closing**”) of the transaction herein provided shall be held through **Madison Title Agency**, 1125 Ocean Ave., Lakewood, NJ 08701, Attn.: Daniela Graca, Phone (732) 333-2704; Email: Dgraca@madisontitle.com, as escrow agent (“**Escrow Agent**”), on the date mutually agreed upon by Buyer and Seller after and provided that all conditions to closing set forth herein have been fulfilled to the satisfaction of Buyer, in its sole discretion (the “**Closing Date**”).

4. **Access and Inspection; Delivery of Documents and Information by Seller; Examination by Buyer.**

(a) Buyer and Buyer’s agents, employees, consultants or contractors have had the opportunity to enter the Property for the purposes of inspecting the Property, and making surveys, an appraisal valuation report, mechanical and structural engineering studies, environmental assessments (including, as applicable, a Phase I ESA and a Phase II ESA), geotechnical studies and any other investigations and inspections as Buyer reasonably required to assess the condition of the Property (collectively, the “**Inspection Activities**”). Buyer agrees to keep the Property free and clear of any mechanic’s liens or materialmen’s liens in connection with such Inspection Activities. Buyer agrees that to the extent that Buyer disturbs any portion of the Property for or during its performance of the Inspection Activities, Buyer shall restore the Property to the condition which existed immediately prior to such Inspection Activities; and provided further, however, that Buyer shall indemnify and hold Seller harmless from and against any and all claims resulting from the Inspection Activities or the entry on or about the Property by or on behalf of Buyer, to the extent directly resulting from negligence or intentional act of Buyer in performing the Inspection Activities, except to the extent such injury of damage is caused by the negligence or intentional act of Seller, its agents, employees, consultants or contractors and excluding claims related to the discovery of, Pollutants on, in, under or from the Property. Buyer’s indemnity obligations under this Agreement shall survive the termination of this Agreement. In no event shall Buyer be required to indemnify Seller for any costs, damages, losses or expenses arising from or related to any conditions on or defects to the Property existing prior to the performance of the Inspection Activities. As used herein, “**Pollutants**” shall mean (a) any substance that may be described as hazardous, toxic, waste, contaminant, or pollutant or words of similar import or regulatory effect under any laws or regulations relating to human health or the environment applicable to the Property; and (b) any fuel, petroleum or petroleum-derived products, radioactive substances, asbestos in any form, polychlorinated biphenyls, per- and polyfluorinated substances, lead or lead- containing materials, urea formaldehyde, underground or aboveground storage tanks (whether empty or

containing any substance), and pipelines.

(b) Seller represents and warrants to Buyer that it has delivered to Buyer electronic copies of the following documents and information with respect to the Property to the extent in Seller's possession or reasonably accessible to Seller (collectively, the "**Due Diligence Items**"): the latest property tax bills and value renditions; any information as it relates to potential impact fees and utility connection fees; any traffic studies; zoning reports, environmental reports concerning the Property; any wetland delineations, any geotechnical studies; any utility service will-serve letters or municipal utility district service contracts or studies; any endangered species or cultural studies; any road improvement and/or infrastructure extension drawings/plans that may exist; all existing storm water detention engineering plans; any storm drainage and or access easements or other information regarding shared-use or regional detention facilities; any governmental permits or approvals; copies or documentation of any local or state economic incentives previously offered on the Property or previously offered or negotiated with any economic development projects that have considered the Property; any surveys and site plans; existing title policy, any soils engineering, or wetland permits and reports on the Property. The Due Diligence Items are being delivered to Buyer as an accommodation only and Seller does not represent or warrant the truth, accuracy, completeness or correctness of any such Due Diligence Items or any other information delivered to Buyer. Buyer acknowledges and agrees that the Due Diligence Items delivered or given by Seller to Buyer in connection with the transaction contemplated hereby have been provided to Buyer as a convenience only and that any reliance on or use of such Due Diligence Items by Buyer shall be at the sole risk of Buyer. Buyer acknowledges and agrees that all of the Due Diligence Items and any other information obtained by Buyer regarding the Property as a result of Buyer's Inspection Activities of the Property other than any Due Diligence Items or other information that (i) is or becomes generally available to the public other than as a result of a disclosure by Buyer or its representatives, (ii) was or becomes available on a non-confidential basis from a source other than Buyer or its representatives, or (iii) is independently developed from a non-confidential source by Buyer or its representatives ("**Confidential Information**") shall be and remain confidential. Buyer further agrees and acknowledges that if any such Confidential Information is disclosed to third parties, to Seller's employees or Seller's tenants, Seller may suffer damages and irreparable harm. Buyer expressly acknowledges, covenants and agrees (a) that without Seller's consent and except as is required by law, prior to Closing Buyer shall not make any press release or other public disclosure concerning the transaction contemplated by this Agreement and Buyer shall not disclose any of the contents or information contained in or obtained as a result of any due diligence reports or any other studies made in connection with Buyer's Investigation Activities of the Property, in any form whatsoever, to any party other than Buyer's attorneys, accountants, employees, professional firms performing inspections and report reviews, prospective investors, affiliates, and prospective lenders; and (b) that in making any disclosure of such information as permitted hereunder, Buyer shall advise such third parties of the confidentiality of such information and the potential of damage to Seller and the liability of Buyer and such third party as a result of any disclosure of such information by such third party and be responsible for such third party's compliance. Notwithstanding anything to the contrary in this Section or Agreement, Buyer shall have the right to make regulatory filings required by law without the consent of the Seller.

(d) Prior to the Closing Date (the “**Due Diligence Period**”), Seller shall have provided to Buyer the opportunity in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer, and whether the Property can be developed in a manner that is satisfactory to Buyer. In the event that Buyer shall determine, in Buyer’s sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer, or that the Property cannot be developed in a manner that is economically feasible and otherwise suitable and satisfactory to Buyer, or Buyer otherwise elects not to move forward with the purchase of the Property for any reason or for no reason at all, then Buyer shall have the right, at Buyer’s option, to terminate this Agreement by giving written notice thereof to Seller, in which event all rights and obligations of the parties under this Agreement (other than those stated to survive the termination of this Agreement) shall expire, and this Agreement shall become null and void.

5. **Prorations and Adjustments to Purchase Price.** The following prorations and adjustments shall be made among Buyer and Seller as of 12:01 a.m. on the Closing Date, or thereafter if Buyer and Seller shall agree:

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (the “Taxes”), for the year in which Closing occurs shall be prorated as of the Closing Date.

Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this paragraph, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Seller.

(b) Except as expressly set forth in this Agreement, Buyer shall not assume any liability, indebtedness, duty or obligation of Seller of any kind or nature whatsoever, and Seller shall pay, satisfy and perform all of the same.

6. **Title.** Seller covenants to convey to Buyer at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, “good and marketable fee simple title” shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined; and (ii) insurable by Stuart Title Guaranty Company (“**Title Company**”), at the same address as Escrow

Agent above, at then current standard rates for an ALTA Owner's Policy of Title Insurance ("**Title Commitment**"), with the standard or printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term "**Permitted Exceptions**" shall mean: (A) current city, state and county ad valorem taxes not yet due and payable and (B) any other matters of title and survey approved or deemed approved by Buyer. All matters shown under Schedule B - Section II of the Title Commitment and by the Survey to which Buyer has not objected or which have been deemed approved by Buyer in accordance with the previous sentence shall be "Permitted Exceptions." Notwithstanding the foregoing, under no circumstances shall Buyer be required to object to any existing liens reflected in the Title Commitment, any and all liens and/or encumbrances created by Seller after the Effective Date ("**Seller Caused Encumbrances**") or any other matters shown on Schedule B - Section I thereto, all of which (except for the lien or liens for taxes not yet due and payable) shall be released or satisfied by Seller at Seller's expense Survey. Prior to the expiration of the Closing Date, Buyer may obtain a survey of the Property (the "Survey"). Permitted Exceptions shall include matters disclosed on the Survey that are not objected to by Buyer as requiring to be removed, corrected or cured on or before the Closing Date.

8. Proceedings at Closing. On the Closing Date, the Closing shall occur through the Escrow Agent and shall take place as follows:

(a) Seller shall deliver to Escrow Agent the following documents and instruments, duly executed by or on behalf of Seller:

- (i) a General Warranty Deed (the "**Deed**"), in recordable form reasonably approved by Buyer and Seller, conveying the Property;
- (ii) a Certificate and Affidavit of Non-Foreign Status;
- (iii) a closing statement reflecting the payments and prorations required by this Agreement (the "**Closing Statement**");
- (iv) evidence in form and substance reasonably satisfactory to Buyer and the Title Company that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Seller, the performance by Seller of all of Seller's duties and obligations under this Agreement, and the execution and delivery by Seller of all documents and other items to be executed and delivered to Buyer at Closing, have been accomplished;
- (v) as applicable, any necessary state tax withholding forms; and
- (vi) such other documents as the Title Company requires to consummate this transaction (including, without limitation, the Title

Company's standard form of owner's affidavit and gap indemnity).

(b) Buyer shall deliver to Escrow Agent each of the following and, as applicable, duly executed by Buyer:

- (i) the Purchase Price, after making the adjustments and prorations provided for in this Agreement, by wire transfer of immediately available funds;
- (ii) the Closing Statement by and on behalf of Buyer;
- (iii) evidence reasonably satisfactory to the Escrow Agent respecting the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered pursuant to this Agreement; and
- (iv) such other documents and instruments as may reasonably be required by Seller or the Escrow Agent in order to consummate the transactions contemplated by this Agreement.

(c) Any term or provision contained herein to the contrary notwithstanding, in no event shall sales proceeds, pursuant to this Agreement, be released to Seller until the Deed is duly and properly recorded.

9. **Costs of Closing.** Seller shall be responsible for its legal counsel, one-half (1/2) of any escrow fees charged by the Escrow Agent, deed document stamps, and all other costs incurred by Seller in connection with the transaction. Buyer shall pay for its legal counsel, recording fees, cost of performing its due diligence, premiums for title insurance desired by Buyer, one-half (1/2) of any escrow fees charged by Escrow Agent, and all other costs incurred by Buyer in connection with the transaction. All other costs and expenses shall be allocated to Buyer and Seller according to local custom.

10. **Warranties, Representations and Additional Covenants of Seller.** Seller represents, warrants and covenants to and with Buyer, knowing that Buyer is relying on each such representation, warranty and covenant, that;

- a) Seller is a revocable trust duly organized and existing under the laws of the Oklahoma.
- b) Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement.
- c) There are no actions, suits or proceedings pending or, to Seller's knowledge, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this

Agreement, in any court or before any governmental authority, domestic or foreign.

d) The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the articles of organization or operating agreement of Seller; and this Agreement, and the covenants and agreements of Seller under this Agreement, are the valid and binding obligations of Seller, enforceable in accordance with their terms.

e) All trustee actions have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement. No third-party consent is required in connection with Seller's conveyance of the Property to Buyer as contemplated in this Agreement.

f) Seller has "good and marketable fee simple title" as defined herein, to the Property, subject to the Permitted Exceptions and the liens and security interests securing loans to Seller that will be paid in full, satisfied and canceled at Closing. Subsequent to the Effective Date, Seller will not take any action or otherwise permit any change in the status of title to the Property without first obtaining the written consent of Buyer.

g) On the Closing Date, either: (A) there will be no indebtedness to any contractor, laborer, mechanic, materialman, architect, engineer or any other person for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property (other than the Permitted Encumbrances, as defined in the APA); or (B) Seller will provide at Closing such assurances, and collateral therefor, as Buyer's title insurer requires to insure Buyer's title to the Property without exception therefor.

(h) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the date hereof and the Closing Date, and will pay or cause to be paid all expenses incurred in the use, occupancy and operation of the Property between the date hereof and the Closing Date.

(i) There are no management, maintenance, service or other contracts with respect to the Property, except as disclosed in writing to Buyer or will be terminated prior to Closing Date.

(j) Between the date hereof and the Closing Date, Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without the prior written approval of Buyer; which shall not be unreasonably withheld.

(k) There are no leases or other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Property, with the exception of a Lease to Whittinghill Disposal Service, Inc., which will be terminated at Closing. There are no other third parties in possession of all or any portion of the Property.

(l) Seller will deliver on the Closing Date all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement.

(m) Seller represents neither it nor its trust has been nor will be a person or entity described by Sec. I of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001), and to Seller's knowledge, have not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(n) No other person or entity has a contract or option to purchase, letter of intent, right of first refusal or first offer, or similar rights with respect to the Property that is now outstanding.

(o) Seller has received no notice from any governmental authority with jurisdiction over the Property of any current violation by the Property of any laws or regulations applicable to the Property, and to Seller's knowledge, the Property is in compliance with all applicable laws, statutes, codes, ordinances, rules and regulations. Seller shall promptly provide Buyer with a copy of any such notices received after the Effective Date.

(p) No condemnation or eminent domain proceedings are pending or to Seller's knowledge threatened against the Property.

(q) The Due Diligence Items delivered to Buyer are true and complete copies of the same documents (originals or copies) that are in Seller's possession and used in connection with the ownership, operation and management of the Property. None of the Due Diligence Items provided to Buyer has been amended, modified or terminated, except as disclosed in writing to Buyer.

(r) Except as provided in the APA and subject to the disclosures set forth in the Disclosure Schedules provided therein, during the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property. Except as provided in the APA and subject to the disclosures set forth in the Disclosure Schedules provided therein, to the best of Seller's knowledge, Seller has complied in all material aspects with all applicable local, state or federal environmental laws and regulations and there are no wells, underground storage tanks, covered surface impoundments or

other sources of environmental Pollutants or contaminants on the Property.

(s) The Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances not of record.

(t) Seller (i) is not in the hands of a receiver and no application for the appointment of a receiver is pending, (ii) has not made an assignment for the benefit of creditors, and (iii) is not the subject of any petition in bankruptcy nor is it currently contemplating filing for bankruptcy protection.

(u) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with or result in a violation by Seller of its obligations under the terms, conditions or provisions of any agreement or instrument to which Seller is a party; or (ii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule judgment, decree or order; or (iii) result in the creation of any lien, charge or encumbrance upon the Property.

(v) Without limiting the foregoing representations and warranties of Buyer, all of the representations and warranties set forth in the APA with respect to the Property, including, without limitation, the environmental representations and warranties contained in Section 5.14 of the APA and any exceptions with respect thereto set forth in the Disclosure Schedule to the APA, are incorporated herein by reference and made a part of this Agreement.

As used in this Agreement, the term "Seller's knowledge" or similar phrase implying a limitation on Seller's knowledge shall mean the knowledge of Donna Jean Crotty ("Seller's Knowledge Representative") after due inquiry. Seller represents that Seller's Knowledge Representative is involved with Seller's ownership, operation, and management of the Property and that the factual matters addressed in the Seller representations and warranties set forth in Section 10 fall within the scope of his responsibilities. Seller's Knowledge Representative shall not be deemed to be a party to this Agreement nor to have made any representations or warranties hereunder and shall have no personal liability whatsoever. Seller acknowledges and agrees that no examination or investigation of the Property or of the operation of the Property by or on behalf of Buyer prior to Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements set forth in this Agreement. The representations and warranties contained in this Section 10 are made by Seller both as of the Effective Date and as of the Closing Date and shall survive for a period of eighteen (18) months following the Closing Date. Other than a claim for fraud or intentional misrepresentation, Buyer must assert any claim related to a breach of any of Seller's representations and warranties by delivering a written notice (a "Claim Notice") to Seller within eighteen (18) months following the Closing Date.

11. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall, in addition to other conditions precedent specifically set forth herein, be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in

part, on or as of the Closing Date:

(a) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller, on or as of the Closing Date;

(b) The representations and warranties of Seller shall be true and correct, with the same effect as though such representations and warranties had been made on and as of the Closing Date;

(c) Buyer shall not have terminated this Agreement pursuant to an express right so to terminate set forth in this Agreement;

(d) There shall have been no Material Change or condemnation (as such terms are defined below);

(e) The Title Company shall issue or shall have agreed to issue as of the Closing an ALTA Extended Coverage Owner's Policy of Title Insurance (or current equivalent) in favor of the Buyer in the amount of the Purchase Price; and

(f) The transactions contemplated by the APA shall have been consummated and closed and Seller and Buyer shall have confirmed same to the Escrow Agent.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Buyer on or as of the Closing Date, Buyer shall have the right, at Buyer's option, either: (i) to terminate this Agreement by giving written notice to Seller on or at any time prior to the Closing Date, in which event all rights and obligations of Seller and Buyer under this Agreement shall expire, and this Agreement shall become null and void; or (ii) if such failure of condition constitutes a breach of representation or warranty by Seller, constitutes a failure by Seller to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Seller under this Agreement, to exercise such rights and remedies as may be provided for in Section 13 of this Agreement. Possession at Closing, Seller shall surrender exclusive possession of the Property to Buyer on the Closing Date, subject only to the Permitted Exceptions.

13. **Remedies.** If (i) any representation or warranty of Seller set forth in this Agreement shall prove to be untrue or incorrect in any respect as a result of any negligent or intentional act or omission by Seller and such breach or default continues for more than five (5) days after notice from Buyer (with the then scheduled Closing Date being adjourned as required to accommodate such notice and cure period), or (ii) Seller shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller and such breach or default continues for more than two (2) business days after notice from

Buyer (with the then scheduled Closing Date being adjourned as required to accommodate such notice and cure period), or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement and such breach or default continues for more than two (2) business days after notice from Buyer (with the then scheduled Closing Date being adjourned as required to accommodate such notice and cure period), (the matters described in the foregoing clauses (i), (ii) and (iii) are "Seller Party Defaults"), Buyer shall, as its sole and exclusive remedy, elect to (A) terminate this Agreement by notice to Seller and Escrow Agent, in which case Seller shall pay the expenses of escrow, Escrow Agent shall promptly return closing documents to the applicable party together with reimbursement by Seller of Buyer's actual out of pocket expenses to third parties; (B) seek and obtain specific performance of this Agreement, together with Buyer's costs and attorneys' fees in connection therewith, if Buyer is the prevailing party; or (C) proceed to Closing without any credit or offset to the Purchase Price on account of such default, in which case Buyer shall be deemed to have waived Seller Party Default in performing such obligations and covenants under this Agreement.

14. **Material Change.** In the event, prior to Closing, of any material change, not caused by Buyer or person(s) acting through or under Buyer, in the physical condition of the Property which would materially and adversely affect Buyer's proposed use and/or development of the Property (including, without limitation, if the Property thereafter becomes contaminated with Pollutants, or if there is a material change in the adequacy, or availability for service and connection, of water, gas, natural gas, electric power, sanitary or storm sewers, telephone or other necessary public utilities to the Property which, in each case, would materially and adversely affect Buyer's proposed use and/or development of the Property) ("Material Change"). Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event all rights and obligations of Seller and Buyer under this Agreement shall expire (other than those stated to survive the termination of this Agreement), and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, the Purchase Price shall be reduced by any insurance proceeds received by Seller in connection with any Material Change, and, at Closing, Seller shall assign to Buyer all rights of Seller in and to any proceeds, including insurance proceeds, to be paid or to become payable after Closing by reason of any such Material Change. Seller shall notify Buyer of Material Change within five (5) days after Seller learns thereof.

15. **Condemnation.** In the event that any governmental authority shall institute or threaten any proceedings which relate to the taking or proposed taking of any portion of the Property or access thereto by eminent domain or similar proceeding prior to Closing, or in the event of the taking of any portion of the Property or access thereto by eminent domain or similar proceeding prior to Closing. Seller shall, within two (2) business days after Seller's receipt of notification of a proposed or actual taking, notify Buyer. Buyer shall thereafter have the right and option to terminate this Agreement by giving Seller written notice of Buyer's election to terminate within ten (10) days after receipt by Buyer of the notice from Seller. Should Buyer terminate (or be deemed, as hereinafter provided, to have elected to terminate) this Agreement, notwithstanding

anything to the contrary contained herein, and, thereafter, the parties shall be released from their respective obligations and liabilities hereunder, except for those expressly provided to survive the termination of this Agreement. Should Buyer elect not to terminate this Agreement, the parties shall proceed to Closing and, at Closing, Seller shall assign and convey all of its right, title and interest in all awards in connection with such taking to Buyer, or deliver such awards to Buyer if they have already been obtained by Seller. If Buyer fails to notify Seller of its election to purchase the Property within said 10-day period, Buyer will be deemed to have terminated this Agreement.

16. **Broker and Commission.** Each party represents and warrants to the other party that there are no brokers involved in this transaction acting for and on behalf of either party for which a brokerage commission is or may become due, and agrees to indemnify and hold the other party harmless from any and all claims for real estate or brokerage commissions or other compensation arising out of or relating to this transaction from any broker or brokers and whose claim for such commission or other compensation arises. The provisions of this **Section 16** shall survive the expiration or termination of this Agreement and the Closing.

17. **Further Assurances; Survival.** At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Buyer, Buyer's counsel or Buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including, without limitation, those representations, covenants, indemnification obligations and warranties of Seller expressly stated to survive the Closing, as set forth in this Agreement), shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed to Buyer and the payment of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, all provisions expressly stated to survive the termination of this Agreement, including without limitation the indemnification provisions of Sections 5 and 17 of this Agreement shall survive any termination of this Agreement. Additionally, the indemnification provisions set forth in Section 4 of this Agreement shall survive any termination of this Agreement for period of six (6) months.

18. **Release.** Except in regard to any breach of Seller's representations and warranties set forth in this Agreement and further except in regard to any fraud or intentional misrepresentation by Seller, Buyer and its successors and assigns shall forever release hold Seller, and its affiliates and their respective manager, members, officers, directors, employees, shareholders, representatives, successors and assigns (collectively "Released Parties") harmless from any and all claims, demands, damages, losses, costs and expenses, attorneys' fees, court costs, awards, settlements, judgments, penalties, fines, liens, actions or causes of action at law or in equity, whether direct or indirect, known or unknown, foreseen or unforeseen (collectively "Damages"), arising out of or relating in any way to the physical condition of the Property or the presence of Hazardous Materials thereon or emanating therefrom, including, without limitation, actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42

U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or comparable of the Oklahoma Environmental Quality Act (Oklahoma Statutes §27A-1-1-102 et seq.), and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders now or hereafter in effect. This provision shall survive Closing and to the extent any such language in this Section 18 is in conflict with any representations or warranties set forth in the Deed, the provisions set forth in this Section 18 shall prevail.

19. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand with written confirmation of receipt; (ii) when received by the addressee if sent by a nationally recognized overnight courier, return receipt requested; (iii) when received by the addressee if sent by certified or registered mail, return receipt requested, postage prepaid; or (iv) if sent by email, when sent before 5:00 p.m. on a business day, provided that either (A) a copy of such email is also sent on the following business day to the intended addressee by means described in clauses (i), (ii), or (iii) above or (iv) the sender sooner receives a non-automated response email from the receiving party confirming receipt of such email. Each party's attorney identified below (if applicable) is authorized to give notices on behalf of its client. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Seller:

Donna Jean Crotty
298 N 79th St E
Muskogee, OK 74403
Email: djwhit58@gmail.com

If to Buyer:

CARDS NEO, LLC
4208 Johnson Road
Springdale, AR 72762
Email" dan@cardsrecycling.com

20. **General Provisions.**

(a) **Facsimile; PDF as Writing.** The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or a PDF shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

(b) **Assignment; Parties.** This Agreement may be assigned by Buyer to any entity that controls, is controlled by or is under common with Buyer, provided that Buyer provides Seller with notice of same. Any other assignment of this Agreement by Buyer shall require Seller's prior written consent, to be given or withheld in Seller's sole discretion. No assignment of this Agreement by Buyer shall relieve Buyer of liability for the performance of Buyer's duties and obligations under this Agreement. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and each of their respective legal representatives, successors and assigns.

(c) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and

shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(d) **Severability**. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law. (a) **Non-Waiver**. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(e) **Time of Essence; Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(f) **Applicable Law**. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Oklahoma.

(g) **Entire Agreement; Modification**. This Agreement supersedes all prior discussions and agreements among Seller and Buyer solely with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

(h) **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(i) **Authority**. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(j) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(k) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(l) **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING TO THIS AGREEMENT OR TO ANY OF THE FOREGOING.

(m) **Legal Fees.** If there is litigation, arbitration, or mediation concerning the interpretation or enforcement of this Agreement, the prevailing party is entitled to recover from the losing party its reasonable attorneys' fees, court costs, and expenses. For the purposes of this Agreement, attorneys' fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees (valued at the rates for similarly experienced outside counsel in such geographic area) attributable to legal services provided by any in-house counsel and staff to the prevailing party. The provisions of this subsection shall survive any termination of this Agreement and the Closing and shall not be merged with the Deed.

(f) **No Joint Venture.** Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties to this Agreement any relationship of partnership, joint venture or association, and the parties hereby disclaim the existence of any such relationship.

IN WITNESS WHEREOF, the parties have executed this Real Property Purchase and Sale Agreement by their duly authorized officers or individually as of the date first set forth above.

SELLER:

BUYER:

DONNA JEAN CROTTY TRUST

CARDS NEO, LLC

By: 
Donna Jean Crotty, Trustee

By: _____
Dan Christensen, President

(j) **Counsel**. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(k) **No Construction Against Preparer**. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(l) **WAIVER OF JURY TRIAL**. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING TO THIS AGREEMENT OR TO ANY OF THE FOREGOING.

(m) **Legal Fees**. If there is litigation, arbitration, or mediation concerning the interpretation or enforcement of this Agreement, the prevailing party is entitled to recover from the losing party its reasonable attorneys' fees, court costs, and expenses. For the purposes of this Agreement, attorneys' fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees (valued at the rates for similarly experienced outside counsel in such geographic area) attributable to legal services provided by any in-house counsel and staff to the prevailing party. The provisions of this subsection shall survive any termination of this Agreement and the Closing and shall not be merged with the Deed.

(f) **No Joint Venture**. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties to this Agreement any relationship of partnership, joint venture or association, and the parties hereby disclaim the existence of any such relationship.

IN WITNESS WHEREOF, the parties have executed this Real Property Purchase and Sale Agreement by their duly authorized officers or individually as of the date first set forth above.

SELLER:

DONNA JEAN CROTTY TRUST

By: _____
Donna Jean Crotty, Trustee

BUYER:

CARDS NEO, LLC

By: 
Dan Christensen, President

Escrow Agent executes this Agreement as title agent for the closing of the transactions contemplated by the foregoing Real Property Purchase and Sale Agreement in accordance with the terms and provisions hereof.

ESCROW AGENT:

Madison Title Agency

By: _____

Name:

Title:

Address for notices:

1125 Ocean Ave.

Lakewood, NJ 08701

Attn.: Daniela Graca

Email: Dgraca@madisontitle.com

EXHIBIT Aⁱ

The NW/4 NE/4 SW/4 and the N/2 NW/4 SW/4 and the N/2 S/2 NW/4 SW/4 and the N/2 SW/4 NE/4 SW/4 in Section 23, Township 14 North, Range 18 East, Muskogee County, Oklahoma, less any part taken in condemnation by the State of Oklahoma ex rel Department of Transportation, which was created by a Warranty Deed dated May 1, 1995 which is filed in Book 2322 at page 327 of the office of the Muskogee County Clerk, containing 41.91 acres, more or less.

ⁱ Subject to confirmation based on ALTA survey.

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT ("***Lease***") is entered into effective as of March 31, 2023, by and between Donna Jean Crotty, as trustee of the Donna Jean Crotty Trust dated October 14, 2016 ("***Landlord***"), and CARDS NEO, LLC, an Oklahoma limited liability company ("***Tenant***").

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the 41.91 acres of land and improvements situated thereon and at the property located at 6000 S. Cherokee Street, Muskogee, OK 74403 ("***Premises***"), on the terms and conditions set forth herein. Landlord and Tenant acknowledge and agree that this Lease is being entered into pending the sale by Landlord and the purchase by Tenant of the Premises pursuant to that certain Real Property Purchase and Sale Agreement dated March 31, 2023 (the "***REPA***"). Landlord has all necessary and legal right, power and authority to enter into this Lease and lease the Premises to Tenant in accordance with the terms hereof, without the prior approval, authorization or consent of any third parties and that this Lease does not violate the terms of any agreement to which he is a party or any applicable laws.

2. **Term.** The term of this Lease shall begin on March 31, 2023 and shall continue in effect until the closing of the sale and purchase of the Premises pursuant to the REPA, which the parties intend and contemplate taking place within three (3) business days of receiving the final title commitment, the survey and the property appraisal for the Premises.

3. **Rent.** Contemporaneously with the execution of this Lease, Tenant agrees to pay Landlord rent for the Premises in the amount of \$9,000.00, which shall not be abated and Landlord shall retain irrespective of the date on which the Premises are sold to Tenant pursuant to the REPA. If the term is extended beyond April 30, 2023, additional rent of \$9,000.00 shall be paid by Tenant to Landlord for each month or portion of a month until the closing as stated in paragraph 2 above.

4. **Use.** The Premises shall be by Tenant for the operation of a non-hazardous solid waste collection and hauling business and such other lawful purposes as consistent with the current nature and use of the Premises. Tenant shall not allow the creation or maintenance of a public or private nuisance or anything that is against governmental regulations or rules at any time applicable to the Premises.

5. **Taxes, Utility and Maintenance Costs.** Landlord shall be responsible for all costs of ownership of the Premises, including, but not limited to, the timely payment of all real property taxes and any other assessments on the Premises. Tenant shall be responsible for all utilities that service the Premises and routine maintenance of the Premises.

6. **Insurance Coverage Requirements.** Tenant at all times during the Lease Term shall, at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance providing coverage against bodily injury and disease, including death resulting therefrom and property damage to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, which shall include provision for contractual liability coverage insuring, subject to the restrictions, limitations and exclusions set forth therein, (ii) worker's compensation insurance to the statutory

limit, if any, and employer's liability insurance to the limit of \$500,000 per occurrence, and (ii) commercial property insurance, including fire and extended coverage, sprinkler leakage (including earthquake, sprinkler leakage), vandalism, malicious mischief, wind and flood coverage, covering full replacement value of all of Tenant's personal property, trade fixtures and improvements in the Premises. Landlord shall be named an additional insured (through endorsement in form acceptable to Landlord) on each of said policies (excluding the worker's compensation policy). EACH OF SAID POLICIES SHALL ALSO INCLUDE A WAIVER OF SUBROGATION ENDORSEMENT IN FAVOR OF LANDLORD. Additionally, Tenant shall cause its contractors, subcontractors, suppliers, telecommunications services providers, moving companies and other entities ("***Service Providers***") providing services to, or performing work on the Premises, to deliver satisfactory evidence, prior to their entry onto the Premises, that each Service Provider has insurance in force to the same extent as required by Tenant pursuant to this Section 6.

7. Indemnity Agreement. Tenant shall indemnify, defend and hold harmless Landlord of and from any and all liability for injury to or death of any person and for damage to property, arising out of or relating to Tenant's use and occupancy of the Premises. Landlord shall indemnify, defend and hold harmless Tenant of and from any and all liability for injury to or death of any person and for damage to property, arising out of or relating to the Premises except as such arise out of or relate to Tenant's use and occupancy of the Premises. It is the Tenant's responsibility to secure insurance on its operations.

8. Condition of Premises. Tenant acknowledges that it has inspected the Premises and the Premises are being leased to Tenant "As-Is, Where-Is," without any representations or warranties by Landlord with respect to the condition, use or habitability of the Premises.

9. Alterations and Improvements. Tenant shall make no improvements, alterations or modifications (structural or non-structural) to the buildings or other improvements on the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

10. Destruction of Premises. Should any buildings or improvements on the Premises be damaged or destroyed by fire, the elements, acts of God or other causes, this Lease shall immediately terminate.

11. Maintenance. Tenant shall maintain the Premises in substantially the same condition as existed at the commencement of the term of this Lease, ordinary wear and tear excepted.

12. Assignment and Subletting. Tenant shall not assign this Lease nor sublet the Premises or any interest therein.

13. Holdover by Tenant. Should Tenant remain in possession of the Premises after the expiration of this Lease, the rental rate for any holdover period beyond the initial term or any renewal term shall be two times the monthly rental amount set forth hereinabove.

14. Notices. Any and all notices or other communication required or permitted by this Lease to be given to either party by the other party shall be in writing and shall be deemed given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Tenant or to Landlord, as applicable, at the address of the Premises. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

15. Waiver of Breach. The waiver by either party of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease.

16. Binding Agreement and Assigns. Subject to the provisions of this Lease regarding assignment of the Tenant's interest hereunder, all provisions of this Lease shall extend to and bind, or inure to the benefit not only of the parties hereto but to each and every one of the heirs, executors, representatives, successors, and assigns of Tenant or Landlord.

17. Governing Law. This agreement shall be construed under and in accordance with the laws of the State of Oklahoma.

18. Legal Construction. As used in this Lease, where the context so requires, the masculine gender shall be deemed to include the feminine and neuter, and the singular number shall be deemed to include the plural. In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions never had been contained herein.

19. Prior Agreements Superseded. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

20. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same are in writing, dated subsequent to the date hereof and signed by all parties.

IN TESTIMONY WHEREOF, the parties to this Real Property Lease Agreement have hereunto set their hands, the day and year above written.

LANDLORD

TENANT

DONNA JEAN CROTTY TRUST

CARDS NEO, LLC

By:


Donna Jean Crotty, Trustee

Dan Christensen, Manager

STATE OF OKLAHOMA)
)ss
COUNTY OF MUSKOGEE)

Before me, the undersigned, a Notary Public in and for said County and State on this 31ST day of March, 2023, personally appeared Donna Jean Crotty, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed as Trustee for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

(SEAL)



NOTARY PUBLIC

MY COMMISSION EXPIRES:



IN TESTIMONY WHEREOF, the parties to this Real Property Lease Agreement have hereunto set their hands, the day and year above written.


LANDLORD

TENANT

DONNA JEAN CROTTY TRUST

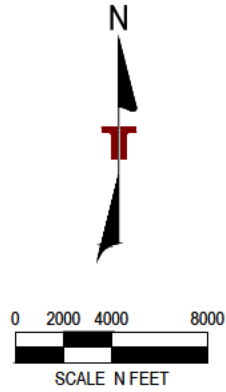
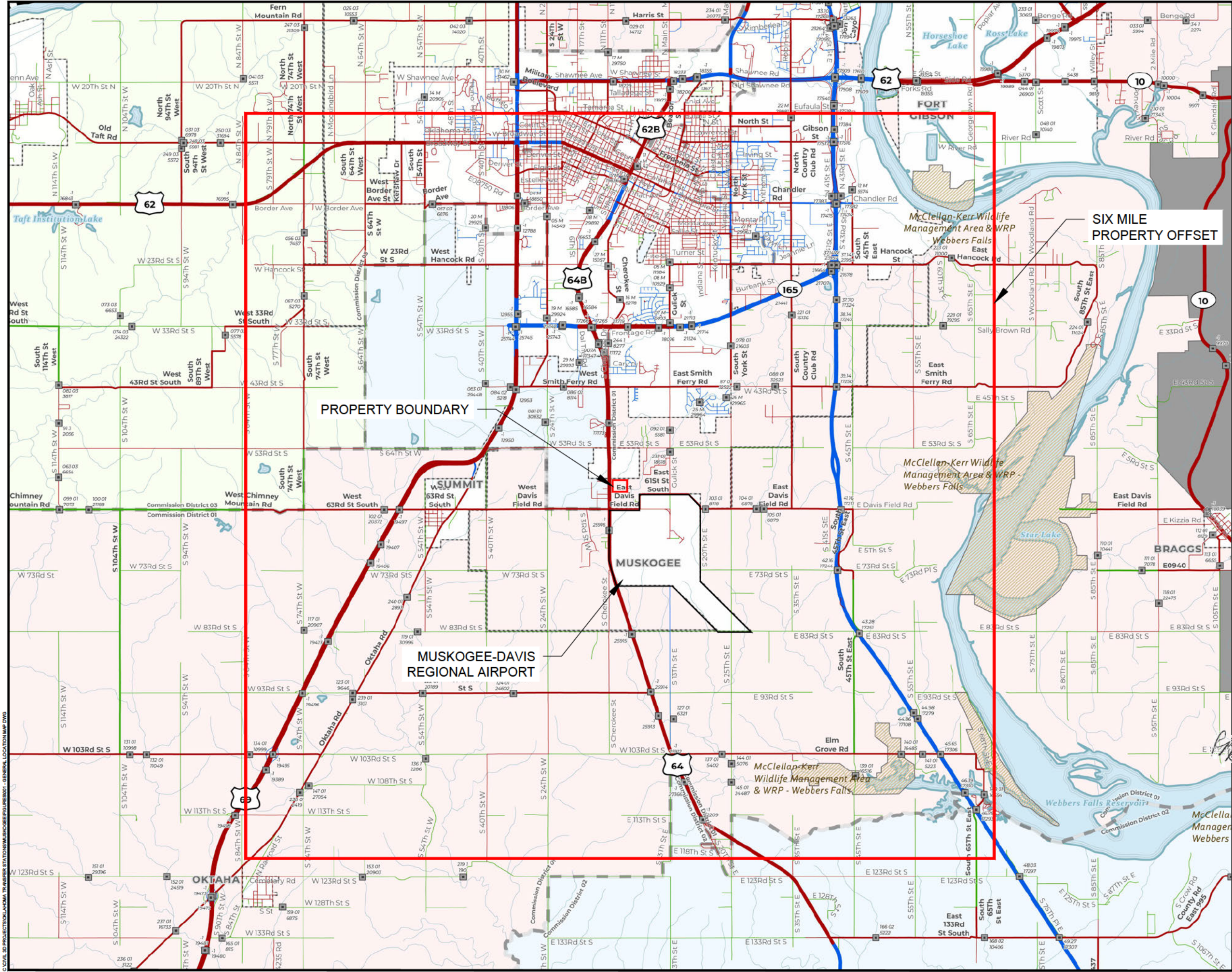
CARDS NEO, LLC

By: _____
Donna Jean Crotty, Trustee

_____
Dan Christensen, Manager

APPENDIX B

MAPS AND DRAWINGS



REV.	DATE	BY	DESCRIPTION

GENERAL LOCATION MAP

TRANSFER STATION PERMIT APPLICATION
CARDS NEO, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY
OKLAHOMA

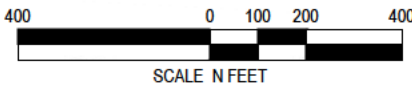


Terracon
Consulting Engineers and Scientists
2609 I-30 SOUTH
PH. (501) 847-9202
BRYANT, AR 72022
FAX. (501) 847-9210

FIGURE 1	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	PDW
SCALE:	1" = 8,000'
DATE:	MAY 2023
JOB NO.:	604-001-03237056
ACAD NO.:	001
SHEET NO.:	- OF -

National Flood Hazard layer FIRMette

95°22'41"W 35°40'40"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/28/2023 at 12:30 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

N

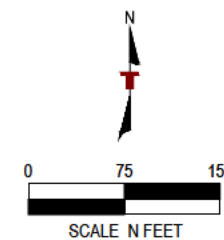
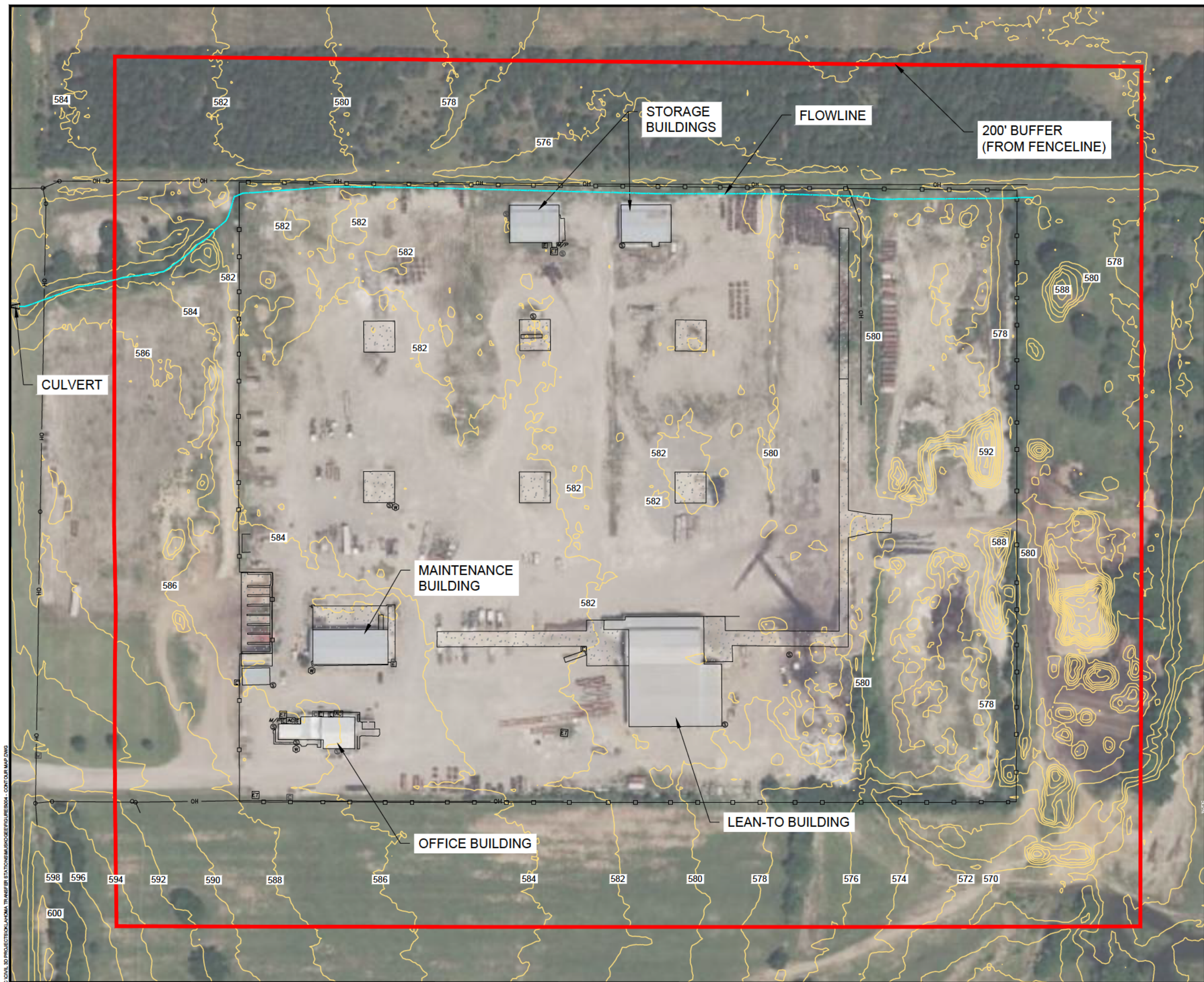


REV.	DATE	BY	DESCRIPTION

FLOOD PLAIN MAP
TRANSFER STATION PERMIT APPLICATION
CARDS NEO, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY
OKLAHOMA

Terracon
Consulting Engineers and Scientists
2600 S 30th South
Bryant, AR 72022
PH: (501) 847-5232 FAX: (501) 847-5210

FIGURE 2	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPROV. BY:	PDW
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.:	604-001-03237056
ACAD NO.:	002
SHEET NO.:	- OF -



SOURCE: OKLAHOMA BARE EARTH CONTOURS OBTAINED FROM OKMAPS DATED JULY 24, 2019.

REV.	DATE	BY	DESCRIPTION

CONTOUR MAP
TRANSFER STATION PERMIT APPLICATION
CARDS NEO, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY
OKLAHOMA

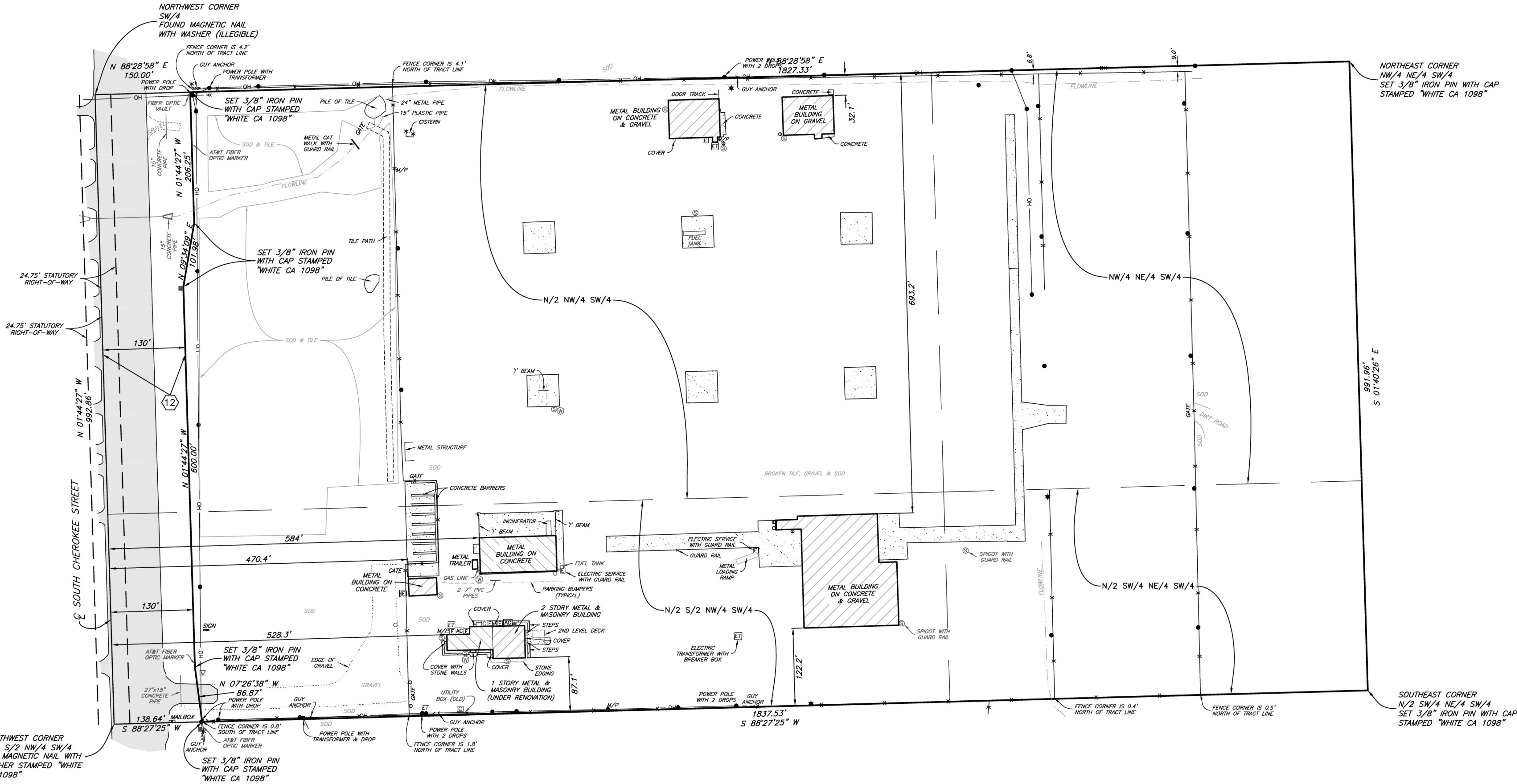


Terracon
Consulting Engineers and Scientists
2609 130 SOUTH
PH. (501) 947-9832
BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 4	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	PDW
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	604-011-03237056
ACAD NO.	004
SHEET NO.:	- OF -

FIGURE 5

SITE MAP



LEGEND	
U/E UTILITY EASEMENT	IRRI IRRIGATION CONTROL BOX
CB CHORD BEARING	TSB TRAFFIC SIGNAL BOX
RCB REINFORCED CONCRETE BOX	○ CLEAN OUT
RCP REINFORCED CONCRETE PIPE	M/P METER POINT
⊙ SEWER MANHOLE	○ GUARD POST
★ POWER POLE	⊠ ROOF DRAIN
● LIGHT POLE	— SIGN
⊠ WATER METER	CONCRETE
⊠ WATER VALVE	ASPHALT
⊠ SPIGOT	— SINGLE GRATE DROP INLET
● FIRE HYDRANT	— DOUBLE GRATE DROP INLET
△ GAS METER	— FENCE LINE
⊠ GAS SERVICE	> GUY ANCHOR
⊠ GAS VALVE	—OH— OVERHEAD UTILITIES
⊠ TELEPHONE PEDESTAL	—SS— SANITARY SEWER LINE
⊠ TELEPHONE SERVICE	—ST— STORM SEWER LINE
⊠ CABLE PEDESTAL	
⊠ ELECTRIC SERVICE	
⊠ ELECTRIC PEDESTAL	
⊠ AIR CONDITIONER UNIT	
⊠ ELECTRIC TRANSFORMER	

ALTA/NSPS LAND TITLE SURVEY

OF:

LEGAL DESCRIPTION AS CONTAINED IN TITLE COMMITMENT:
THE NORTH 990 FEET OF THE WEST 1980 FEET OF THE NORTH HALF OF THE SW/4 LESS HIGHWAY IN SECTION 23, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA.

CORRECTED LEGAL DESCRIPTION:
THE NW/4 NE/4 SW/4 AND THE N/2 NW/4 SW/4 AND THE N/2 S/2 NW/4 SW/4 AND THE N/2 SW/4 NE/4 SW/4 IN SECTION 23, TOWNSHIP 14 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, OKLAHOMA, LESS AND EXCEPT THAT TRACT OF LAND TAKEN IN CONDEMNATION BY THE STATE OF OKLAHOMA EX REL DEPARTMENT OF TRANSPORTATION MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE N/2 NW/4 SW/4; THENCE EAST ALONG THE NORTH LINE OF SAID N/2 NW/4 SW/4 A DISTANCE OF 150.00 FEET; THENCE S 01°44'11" E A DISTANCE OF 206.25 FEET; THENCE S 09°34'25" W A DISTANCE OF 101.98 FEET; THENCE S 01°44'11" E A DISTANCE OF 600.00 FEET; THENCE S 07°26'49" E A DISTANCE OF 86.87 FEET TO A POINT ON THE SOUTH LINE OF THE N/2 S/2 NW/4 SW/4; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 138.64 FEET TO THE SW CORNER OF SAID N/2 S/2 NW/4 SW/4; THENCE NORTH ALONG THE WEST LINE OF SAID N/2 S/2 SW/4 SW/4 AND SAID N/2 NW/4 SW/4 A DISTANCE OF 992.78 FEET TO THE POINT OF BEGINNING.

CERTIFICATE

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO:

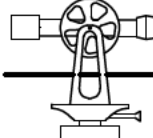
CARDS NEO
STEWART TITLE OF OKLAHOMA, INC.
STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8 AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 17, 2023.

WHITE SURVEYING COMPANY
CERTIFICATE OF
AUTHORIZATION NO. CA1098

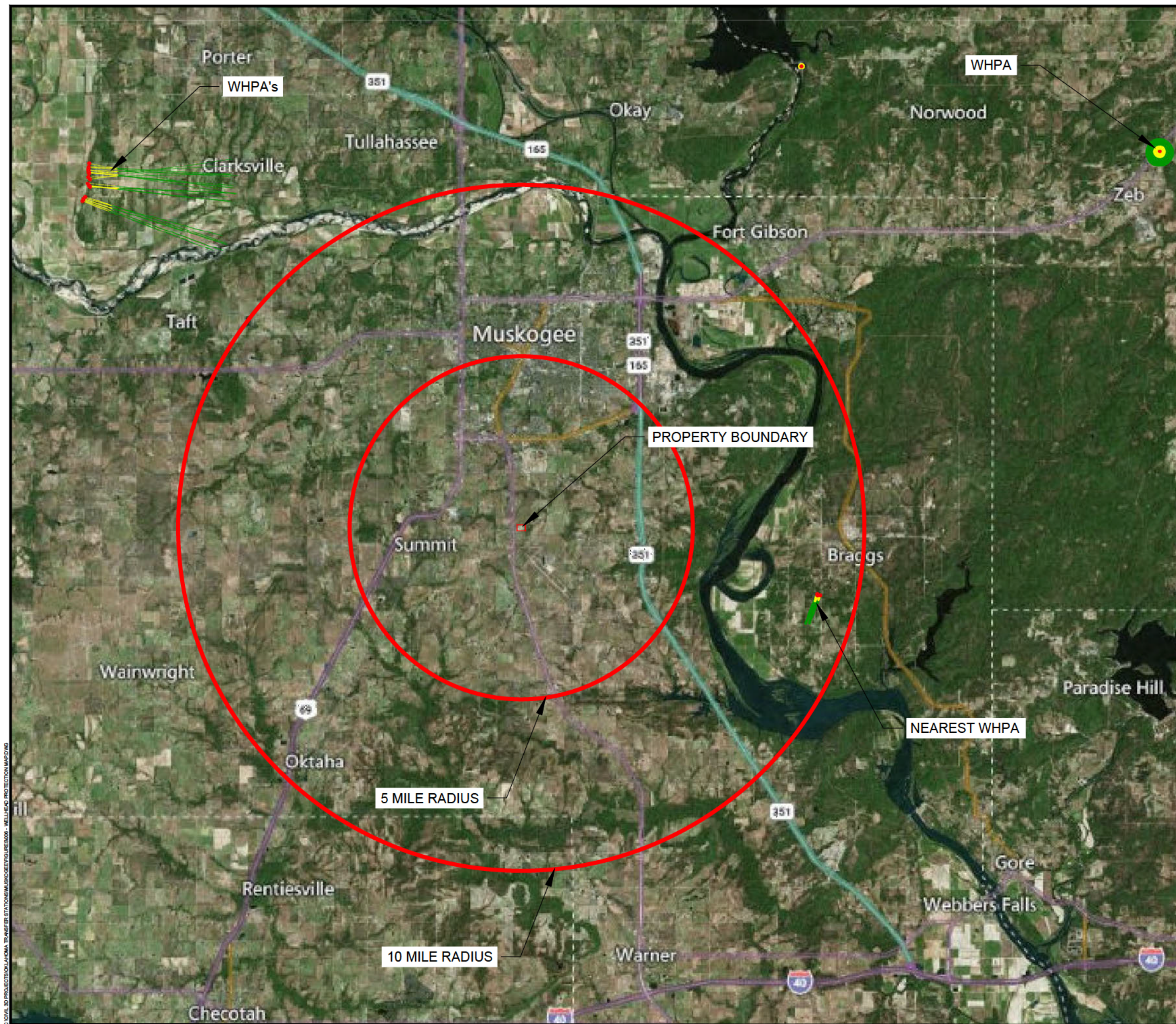


BY: *John Libby Jr.* DATE: 4/10/23
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806



WHITE SURVEYING COMPANY
providing land surveying services since 1940

9936 E. 55th Place • Tulsa, OK 74146 • 918.663.6924 • 918.664.8366 fax
whitesurvey.com • email: info@whitesurvey.com



WELLHEAD PROTECTION AREAS (WHPAs)

ZONE A
ZONE B
ZONE C

NOTE:
INFORMATION OBTAINED FROM
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY,
WATERWEB - WELLHEAD
PROTECTION AREAS (WHPAs)

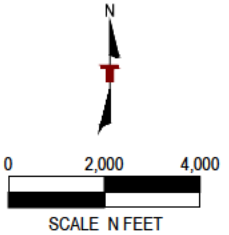
WELLHEAD PROTECTION AREA MAP
TRANSFER STATION PERMIT APPLICATION
CARDS NEO, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY
OKLAHOMA

DESIGNED BY: DAP
DRAWN BY: DAP
APPVD. BY: POW
SCALE: AS SHOWN
DATE: MAY 2023
JOB NO. 604-001-03237056
ACAD NO. 006
SHEET NO.: - OF -

FIGURE 6A

PHILIP
DON
WOOD
6/8/2023
14434
OKLAHOMA

C:\CIVIL\3D PROJECT\OKLAHOMA TRANSFER STATIONS\MUSKOGEE\FIGURE6A08 - WELLHEAD PROTECTION MAP.DWG



WELLHEAD PROTECTION AREAS (WHPAs)

- ZONE A
- ZONE B
- ZONE C

NOTE:
INFORMATION OBTAINED FROM
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY,
WATERWEB - WELLHEAD
PROTECTION AREAS (WHPAs)



REV.	DATE	BY	DESCRIPTION

WELLHEAD PROTECTION AREA MAP
TRANSFER STATION PERMIT APPLICATION
CARDS NEO, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY OKLAHOMA

Terracon
Consulting Engineers and Scientists
26081 130 SOUTH
PH. (501) 947-9832
BRYANT, AR 72022
FAX (501) 947-9810

DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	PDW
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	604-001-03237056
ACAD NO.	006
SHEET NO.:	- OF -

APPENDIX C

OPERATING PLAN

Operating Plan

CARDS NEO, LLC
Eastern Oklahoma Transfer Station
Muskogee, Oklahoma

June 2023
Project No. 03237056



Prepared for:
CARDS NEO, LLC
P.O. Box 775
Tontitown, AR 72770
(877) 592-2737

Prepared by:
Terracon Consultants, Inc.
25809 Interstate 30 South
Bryant, Arkansas 72022
(501) 847-9292

terracon.com

Terracon

Environmental



Facilities



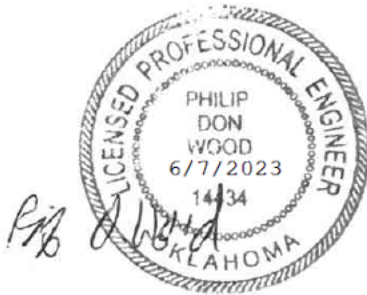
Geotechnical



Materials

PROFESSIONAL ENGINEER'S CERTIFICATION

"I certify to the best of my professional judgment that the following permit application for the proposed solid waste transfer station located on property owned by Donna Crotty Trust and operated by CARDS NEO, LLC. in Muskogee, Oklahoma was prepared in accordance with good engineering practices and applicable Oklahoma Department of Environmental Quality regulations. This certification is contingent on the fact that all information supplied to the signatory authority, at the time of this certification is unquestionably accurate and was provided in good faith."



Phil Wood, P.E.
Oklahoma Professional Engineer No. 14434

June 7, 2023
Certification Date

Cert. of Auth. #CA – 4531 exp. 6/30/23

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 TRANSFER STATION LAYOUT AND OPERATION	2
2.1 On-Site Roads	2
2.2 Hours of Operation.....	2
2.3 Measuring, Loading, and Unloading	2
2.4 Processing Areas.....	2
2.5 Storage Areas	3
2.6 Employee Facilities	3
3.0 ACCEPTABLE MATERIALS AND STORAGE	4
3.1 Waste Screening.....	4
3.2 Contingency Plan for Unacceptable Waste Receipt.....	4
3.3 Recyclables.....	5
3.4 Operational Contingency Plan	5
4.0 CONTROL OF LITTER, INSECTS, ODORS, AND VECTORS	6
5.0 LEACHATE COLLECTION	7
6.0 STORMWATER	8
7.0 PERSONNEL, SUPERVISION, AND TRAINING	9
8.0 SAFETY	11
9.0 RECORD KEEPING	12
10.0 CONTINGENCY PLAN	13
10.2 Fire Protection.....	13
10.3 Delivery of Unapproved Wastes.....	13
10.4 Spills	13
10.5 Odors	14
10.6 Dust, Noise, and Vectors	14

1.0 INTRODUCTION

The CARDS Eastern Oklahoma Transfer Station (Transfer Station), located near Muskogee, Oklahoma, was previously used as a transfer station by Whitting Hill Disposal Service. The Transfer Station is owned by Donna Crotty Trust and operated by CARDS NEO, LLC. The Transfer Station is approximately 5 miles south of the City of Muskogee. The location of the Transfer Station is shown in **APPENDIX B** of this Transfer Station application.

The Transfer Station concept is part of the proposed means of pursuing integrated solid waste management methods for the City of Muskogee and Muskogee County. This Transfer Station will accept waste from the City of Muskogee and Muskogee County. The waste will be transported to permitted landfill facilities.

The Transfer Station is designed and operated to comply with Oklahoma Department of Environmental Quality (Oklahoma DEQ) regulations governing solid waste, hazardous waste, wastewater and stormwater. The facility is solely to be used to transfer solid waste and construction and demolition (C&D) waste from residential and commercial entities and to accept certain recyclables. The Operating Plan for the Transfer Station takes the following items into consideration:

- Efficient layout and operation;
- Acceptable materials and adequate storage;
- Control of litter, insects, odors, and vectors;
- Leachate control;
- Stormwater run-on/run-off control;
- Personnel, supervision, and training;
- Safety;
- Record Keeping; and
- Contingency Plan for hazardous waste receipt.

2.0 TRANSFER STATION LAYOUT AND OPERATION

The proposed Transfer Station is designed with the intent of providing an efficient operation that complies with all applicable regulations. The facility is situated to provide efficient traffic control in order to facilitate private and public waste disposal, as well as, the transport of waste and recyclable material from the Transfer Station.

The layout of the Transfer Station facility is shown in the drawing located in **APPENDIX B** of this Transfer Station Permit Application. All of these areas provide efficient and safe access to the public and to transfer vehicles.

2.1 On-Site Roads

The on-site roads at the Transfer Station are designed to accommodate all types and sizes of vehicles in a safe and efficient manner. A gravel entrance/ exit is located at the southwest corner of the Transfer Station facility for handling all types of vehicles and equipment. Actual tipping areas for waste disposal are constructed of finished concrete. Drainage is improved to prevent washout or ponding of water on access roads.

2.2 Hours of Operation

The hours of operation at the Transfer Station are Monday through Saturday from 6:00 A.M. to 6:00 P.M. each day.

2.3 Measuring, Loading, and Unloading

The loading and unloading areas are adequately sized and designed to allow efficient and safe loading and unloading from private vehicles. The loading and unloading areas are constructed of reinforced concrete. Adequate drainage provisions and structures are also provided for these areas. The Transfer Station will implement all necessary safety precautions for protecting workers during waste processing, loading, and unloading operations. See **SECTION 3.0** for a discussion on measures taken to identify and control undesirable waste receipt. The measuring will be performed by local or landfill scales.

2.4 Processing Areas

Volumes of incoming loads of all types of acceptable solid waste are weighed at the scale house. The volume of waste is then recorded on standard forms. Documentation is also kept on a volume basis for all outgoing waste loads, including the destination for the waste.

Incoming waste or recyclable material received through the main gate is directed by the manager to either the solid waste tipping floor or the C&D waste tipping floor. The loading and unloading areas are adequately sized and designed to allow efficient and safe loading and unloading from waste collection vehicles. The loading and unloading areas are constructed of reinforced concrete. Adequate drainage provisions and structures are also provided for these areas. The Transfer Station will implement all necessary safety precautions for protecting workers during waste processing, loading, and unloading operations. See **SECTION 3.0** for a discussion on measures taken to identify and control

undesirable waste receipt. The transfer station utilizes refuse trailers, semi-tractor trailer, and loading equipment for operational procedures.

2.5 Storage Areas

The Transfer Station stores various sizes of empty solid waste containers and various transfer station equipment at the site. Most of the equipment that is stored at the Transfer Station is associated with maintenance and operation of the facility. Solid waste and C&D waste received at the transfer station in a given day is processed the same day of receipt. In general, putrescible waste is not stored at the Transfer Station for more than three days. If temporary storage of waste is necessary, it is limited to small amounts of waste material that is stored in the enclosed transfer station that is separate from the facilities's office. As a practice, the waste is transported to a permitted disposal facility daily as practical.

2.6 Employee Facilities

Restrooms and an employee area are located within the Transfer Station Office building located at the southwest corner of the property.

3.0 ACCEPTABLE MATERIALS AND STORAGE

The Waste Transfer facility receives solid waste, C&D waste, and recyclables from waste collection routes in and adjacent to the Transfer Station. These materials are delivered to the site by CARDS NEO, LLC collection vehicles, public and private collection vehicles, community groups, and private individuals. Access to the facility is presently regulated during normal business hours by Transfer Station employees. Waste excluded from disposal is listed in the following sections.

3.1 Waste Screening

Solid waste and C&D waste are received at the Transfer Station for processing and transferred to area landfills. The majority of waste transported to the facility is by collection vehicles. However, waste is also received from public and private commercial haulers. All incoming loads of waste are visually inspected for the presence of excluded wastes. Excluded wastes include the following:

- Hazardous Waste
- Radioactive Waste
- Regulated Polychlorinated Biphenyls (PCB) Waste
- Asbestos
- Non-Hazardous Industrial Solid Waste (NHIW)
- Explosives
- Medical or infectious wastes (before or after incineration)
- Liquids
- Flammable or volatile substances
- Dead animals

Incoming waste streams are initially evaluated on the tipping floors (see **APPENDIX B** of this Transfer Station Application) by a transfer station operator trained in waste identification and receipt.

After the waste passes the office receipt area, the vehicles are unloaded inside the buildings as previously described. A transfer station operator trained in waste screening inspects every load while each load is dumped and loaded into the Transfer Station walking floor trailer.

3.2 Contingency Plan for Unacceptable Waste Receipt

Unacceptable waste detected in the incoming waste stream is removed and placed in covered storage until the waste can be properly identified and disposed. All solid waste processed at the transfer station is recycled or transported and disposed of at a permitted landfill. In addition, Transfer Station personnel are licensed operators that are trained and certified in the exclusion of hazardous and unacceptable waste.

Records are kept of all unacceptable wastes and their subsequent handling, identification and ultimate disposal. The records include quantities of waste, identification, source of waste, hauler delivering the waste to the facility, date of receipt and removal, and destination of the waste.

3.3 Recyclables

Source separated recyclables are accepted at the Transfer Station. At present, the types of recyclables to be accepted at the facility include the following:

- Old corrugated cardboard (OCC)
- Scrap Metal
- Wood
- Brick
- Concrete Blocks
- Newsprint
- Plastics
- Electronics

These materials are collected from special recyclable material collection routes or from individuals that source separate their own waste material.

3.4 Operational Contingency Plan

In addition to the contingency plan for receipt of unauthorized waste (**SECTION 3.2**), the Facility is prepared to address circumstances such as the following:

- Odors,
- Surface or groundwater contamination,
- Spills,
- Equipment breakdowns,
- Fire,
- Dust,
- Excessive noise, and
- Vectors.

Each of the above issues are initially addressed by the practice of moving waste rapidly through the Facility and not storing significant volumes of waste on site. Spills are controlled with the on site drainage system described and with portable absorbent material stored on-site. Equipment breakdowns are addressed immediately by on-site personnel and extra parts are stored on-site.

4.0 CONTROL OF LITTER, INSECTS, ODORS, AND VECTORS

Vectors are attracted by the presence of garbage and stagnant water. The Transfer Station is properly managed to assure that litter is picked up and the Transfer Station is kept in a neat and orderly fashion. Transfer Station personnel control blowing litter and properly store solid waste at all times. Areas outside of the buildings are patrolled to insure that waste material does not accumulate.

If solid waste at the facility is temporarily stored, it is handled to prevent the attraction, harborage or breeding of insects, rodents and other vectors which may cause the following:

- Harm to public safety and the environment
- Safety hazards to individuals and surrounding properties
- Excessive odor problems, unsightliness and other nuisances

Vectors are controlled by insuring that waste is processed and shipped as quickly as it is received so that no waste accumulation occurs.

The Transfer Station is properly maintained and cleaned routinely to prevent odors and residual waste from accumulating at the tipping area. All waste that is processed during the day is properly secured in walking floor containers for transport to a permitted landfill.

5.0 LEACHATE COLLECTION

Leachate, for the purposes of this application for a Transfer Station can be defined as water that comes in contact with the solid waste. The ways that leachate may be generated are as follows:

- Leachate may be generated during the collection process and brought in collection vehicles with the solid waste and C&D waste to the transfer station.
- Precipitation that comes in contact with the solid waste and C&D waste at the Transfer Station. Because the Transfer Station is completely covered the quantity of leachate that is generated from precipitation at the Transfer station is very low.

The Transfer Station has been designed so that any leachate brought into the building or generated during the various operations at the facility is managed with the waste or collected in a drain that discharges to a septic tank, then to a leach field located along the western fence line.

6.0 STORMWATER

Stormwater run-on to the site is diverted away from the Transfer Station area utilizing appropriate grading, small swales, and ditches. Because the solid waste and C&D waste are transferred directly from a collection vehicle to the tipping floor inside a covered structure, stormwater does not come in contact with the solid waste.

7.0 PERSONNEL, SUPERVISION, AND TRAINING

The Facility employs two to three people to oversee and operate the Transfer Station. The following people are located at the site and responsible for the operation of the Transfer Station:

- Transfer Station Manager
- Operation Manager
- Scale Operator

The Facility trains all new transfer station employees on the overall operation of the facility. In addition, specific job training and responsibilities for each operation are given to all employees. All employees engaged in the collection and transportation of solid waste and/or C&D waste will be trained according to the guidelines set forth in OAC 252:15-29-3. Employees will receive 8 hours of initial basic training in waste exclusion and radioactivity along with 4 hours of annual refresher training. Trained personnel shall be on-site during all hours the facility is open to accept wastes.

Training topics include:

- Waste Exclusion Policy and Protocol
- Radioactivity Policy and Protocol
- Regulatory Definitions
- Categories of Solid Waste and C&D Waste
- Requirements for Safe Handling of Solid Waste and C&D Waste
- Transporters DoT Training
- Fire Safety
- Spill Clean Procedure
- Hand Hygiene
- Sharps Safety

Training is conducted on-site, in classroom meetings, small discussion groups, in-field exercises, emergency drills, or at the employee's workstation (i.e., on-the-job). Assigned reading materials, problem sets, and other teaching aids may be used to supplement these

activities. Courses and teaching materials developed by the manufacturer are often used for classroom training for equipment operators, either by arranging for the course to be presented onsite or by sending employees to the manufacturer's factory training sessions. Field demonstrations and practice sessions reinforce skills and promote safety awareness.

The employee's supervisor is responsible for on the job training to assure that the employee learns correct procedures; can perform them accurately, reliably, and efficiently; and is safety conscious. Corrective action is taken as soon as an employee is assigned increasingly complex or responsible duties based on demonstrated performance.

Training Effectiveness Evaluation

Training effectiveness is measured by written or oral examinations, or by job performance evaluations. The trainer must enter into the training record that an employee has completed the necessary training successfully.

Documentation of Training

Training records are maintained at the corporate office. They include a written description of the content of each training session, or a copy of the hand-out(s) used to conduct the training, identify attendees and trainer(s), recount dates of training sessions, and record the signatures of trainers and attendees, thus certifying that the training was accomplished.

8.0 SAFETY

All Transfer Station provides PPE to their personnel. PPE items (hard hats, gloves, safety goggles, and boots) will be available as needed. In addition, dust masks and hearing protection are provided to personnel on an as-needed basis.

The Transfer Station is equipped with safety equipment consisting of the following:

<u>DESCRIPTION</u>	<u>LOCATION</u>
Fire Extinguishers	Various Locations
Personnel Hygiene Area (restroom)	Transfer Station Office
Break room/Restroom	Transfer Station Office

Fire extinguishers are located at strategic locations at the facility for fire protection by transfer station personnel. In the event of a large fire or emergency the Muskogee Fire Department will be called to the scene.

9.0 RECORD KEEPING

The Facility maintains a record of all solid waste that is received from each vehicle at the Transfer Station on a "Daily Log". Information recorded includes the vehicle tag number, amount of solid waste, a description of the waste, and the signature of the person transporting the waste.

The Facility also maintains a record at the Transfer Station office for the estimated quantity of waste processed at the facility and other operational data. The records maintained at the Transfer Station are as follows:

- Estimated quantity of waste received each day;
- Estimated quantity of specific type waste shipped each day;
- Operational records (problems, vector, equipment data and repairs);
- Records of waste not accepted; and
- Destination of material transported.

The records will be provided to the Oklahoma DEQ on request.

10.0 CONTINGENCY PLAN

10.1 Equipment Breakdown

In the case of equipment breakdowns or failures, unapproved waste delivered to the facility, or other excluded waste delivery, the Facility will immediately halt waste transport to the Transfer Station and transport waste directly to an appropriate permitted Landfill.

10.2 Fire Protection

Fire extinguishers are located at strategic locations at the facility for fire protection by transfer station personnel. In the event of a large fire or emergency the Muskogee Fire Department will be called to the scene.

10.3 Delivery of Unapproved Wastes

Incoming waste streams are initially evaluated at the scale house by a scale operator trained in waste identification and receipt. The office personnel are familiar with most of the incoming waste vehicles and the associated wastes. Waste vehicles that the office personnel are not familiar with must identify the source and type of waste they are bringing to the Transfer Station.

After the waste passes the scale house area, the vehicles are unloaded inside the buildings as previously described. A facility operator trained in waste screening inspects every load while each load is dumped and loaded into the Transfer Station trailer.

Solid waste and C&D waste are received at the Transfer Station for processing and transferred to permitted area landfills. Some of the solid waste and C&D waste transported to the facility is by individuals. However, most of the waste is collected using CARDS NEO, LLC container delivery trucks. All incoming loads of waste are visually inspected for the presence of excluded wastes.

Records concerning unapproved waste and its subsequent handling are kept on file. The records will include information on waste identification, the source of waste, the hauler delivering waste to the facility, the date of receipt and removal, and the destination of the waste.

10.4 Spills

Spills (leachate) occurring inside of the facility will be immediately controlled and cleaned-up by personnel at the Transfer Station. Spills occurring outside of the covered area of the Transfer Station will be immediately contained and cleaned-up. Clean-up of spills consists of utilizing absorbent material stored on site until the spilled material is sufficiently dry enough to incorporate into the routine waste stream.

10.5 Odors

Because of an efficient layout and the ability to process waste indoors on a daily basis, odors are kept to a minimum at the Transfer Station. If odors become a problem, provisions will be made for more frequent cleaning of the Facility and more frequent removal of all waste streams. Also, the transfer station is an enclosed structure that is separated from the office/maintenance building.

10.6 Dust, Noise, and Vectors

Dust is not considered to be a problem at the Transfer Station because most of the roads are gravel. Noise problems should not be a problem at the Transfer Station due to the fact that only the disposal equipment is utilized on a continual basis. All equipment is maintained in good operating order to reduce the noise associated with the facility. The Transfer Station is managed to assure that vector control is properly maintained by processing all incoming waste/recyclable material immediately.

APPENDIX D

CLOSURE COST ESTIMATE

2023 Worksheet for Calculating Closure and Post-closure Cost Estimates

All site data necessary to calculate estimates of closure and post-closure costs can be gathered by completing Table H.1. Data from Table H.1 should be inserted into Tables H.2 and I.1 to complete calculations.

Table H.1: Site Data

Facility Name:

Permit Number:

Description	Quantity	Units
Total Permitted Area	28.2	acres
Active Portion		
Composite Lined	N/A	acres
Soil Lined	N/A	acres
Area of Largest Cell/Phase Requiring Final Cap		
Composite Lined	N/A	acres
Soil Lined	N/A	acres
Perimeter Fencing	4,672	linear feet
Groundwater Monitoring Wells	N/A	VLF
Methane Gas Probes	N/A	VLF
Terraces	N/A	linear feet
Letdown channels	N/A	linear feet
Perimeter drainage ditches	N/A	linear feet
Average Daily Flow	150	tons/day
Landfill Disposal Cost	\$60	\$/ton

VLF = Vertical linear feet. The sum of the depths of all monitoring wells.

Table H.2: Closure Cost Estimate

Facility Name:

Permit Number:

	Task/Service	Quantity	Units	Multiplier ^a	Unit Cost ^b	Subtotal
1	Preliminary Site Work					
1.1	Conduct Site Evaluation	1	Lump sum	1	\$4,222.39	\$4,222.39
1.2	Dispose Final Wastes					
	Average Daily Flow ^c	150	tons/day			
	Disposal Cost ^{d,e}	150	tons/day	5 (5 days waste)	\$60	\$45,000

1.3	Remove Temporary Building(s)	1	lump sum	1	\$3,871.95	N/A
1.4	Remove Equipment	1	lump sum	1	\$3,160.64	N/A
1.5	Repair/Replace Perimeter Fencing		linear feet	0.25 (25% of fencing)	\$4.14	N/A
1.6	Clean Leachate Line(s)	1	lump sum	1	\$1,912.44	N/A
2	Monitoring Equipment					
2.1	Rework/Replace Monitoring Well(s)		VLF	0.25 (25% of wells)	\$88.78	N/A
2.2	Plug Abandoned Monitoring Well(s)		VLF	0.25 (25% of wells)	\$35.54	N/A
2.3	Rework/Replace Methane Probe(s)		VLF	0.25 (25% of probes)	\$76.68	N/A
2.4	Plug Abandoned Methane Probe(s)		VLF	0.25 (25% of probes)	\$28.02	N/A
2.5	Rework/Replace Remediation and/or Gas Control Equipment ^f	1	lump sum	0.05 (5% of equipment capital cost)	f	N/A
3	Construction					
3.1	Complete Site Grading to include on- and off-site borrow areas		acres	1	\$1,674.07	N/A
3.2	Construct Final Cap					
	Compacted On-site Clay Cap or		cubic yards	1	\$6.01	N/A
	Compacted Off-site Clay Cap or		cubic yards	1	\$9.77	N/A
	Install Geosynthetic Clay Liner Cap		square feet	1	\$0.63	N/A
3.3	Construct Landfill Gas Venting Layer					
	Place Sand or		acres	1	\$44,762.88	N/A
	Install Net and Geotextile		square feet	1	\$0.44	N/A
3.4	Install Passive Landfill Gas Vents		acres	1	\$1,072.36	N/A
3.5	Install Flexible Membrane Liner		square feet	1	\$0.49	N/A

3.6	Drainage Layer					
	Place Sand or		acres	1	\$44,762.88	N/A
	Install Net and Geonet		square feet	1	\$0.44	N/A
3.7	Place On-site Topsoil		cubic yards	1	\$2.59	N/A
	Place Off-site Topsoil		cubic yards	1	\$20.69	N/A
3.8	Establish vegetative cover, including on- and off-site borrow areas		acres	1	\$1,193.06	N/A
4	Drainage/erosion control					
4.1	Construct Terraces		linear feet	1	\$10.84	N/A
4.2	Construct Letdown Channels		linear feet	1	\$118.51	N/A
4.3	Clean Perimeter Drainage Ditches		linear feet	0.5 (50% of ditches)	\$8.26	N/A
5	Tasks Not Identified (Sanitize)					\$5,000
6	Subtotal					\$54,222.39
7	Administrative Services^g	1	lump sum	0.1 (10%)	g	\$5,422.24
8	Technical and Professional Services^g	1	lump sum	0.12 (12%)	g	\$6,506.69
9	Closure Contingency^g	1	lump sum	0.1 (10%)	g	\$5,422.24
10	Total Final Closure^h					\$71,573.56

- a Multipliers are determined from the *Solid Waste Financial Assurance Program Report*, December 22, 2000.
- b Unit costs include a 6.98% inflationary adjustment for 2023.
- c New facilities: Insert the value for “W” in OAC 252:515-27-8(a)(2). Existing facilities: Insert reported annual tonnage for the previous year, divided by 312 operating days per year (52 weeks per year x 6 operating days per week).
- d Insert number of tons/day from above.
- e Insert landfill disposal cost per ton of waste (\$/ton).
- f Input capital cost for gas control/remediation equipment, if installed at the site.
- g Input subtotal from line 6.
- h Add rows 6 through 9.

APPENDIX E

LOCATION RESTRICTION CORRESPONDENCE

May 9, 2023

City of Muskogee Parks & Recreation Department
Attention: Rick Ewing
Assistant Director - Parks
837 E Okmulgee St
Muskogee, OK 74403

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
PO Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Mr. Ewing,

In accordance with Oklahoma Department of Environmental Quality (Oklahoma DEQ) regulation 252:515-5-31. (b) Recreation/Preservation Areas, We would like to request a determination for a CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The Oklahoma DEQ Regulation 252:515-5-31 (b) Recreation/Preservation Areas state: *(1) Prohibition. Except as provided in (2) of this Subsection, no area within the permit boundary of a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, shall be located within one-half mile of any area formally dedicated and managed for public recreation or natural preservation by a federal, state, or local government agency. (2) Exception. This restriction may be waived if the appropriate management agency provides a statement that the proposed facility is not expected to adversely affect the existing recreation or natural preservation area. Such statement shall be submitted to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

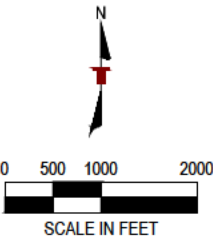
A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map



REV.	DATE	BY	DESCRIPTION

SITE LOCATION MAP

TRANSFER STATION PERMIT APPLICATION

CARDS RECYCLING, LLC

CARDS EASTERN OKLAHOMA TRANSFER STATION

MUSKOGEE COUNTY

OKLAHOMA

**Terracon**
Consulting Engineers and Scientists

2809 S. 30th SOUTH
PH. (501) 947-9832

BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 1	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	03237056
ACAD NO.	
SHEET NO.:	1 OF 1

Potter, Drew

From: Rick Ewing <rewing@muskogeeparks.org>
Sent: Monday, May 15, 2023 8:58 AM
To: Potter, Drew
Subject: RE: Transfer Station Correspondence

Good morning, Mr. Potter.

I have reviewed the location map of the proposed transfer station and have determined that there are no formally dedicated & managed public recreation or natural preservation sites administered by any of our local government agencies.

If I may be of any other assistance, don't hesitate to reach out.

Regards,
Rick Ewing

Rick Ewing
Assistant Director, Parks



From: Potter, Drew [mailto:Drew.Potter@terracon.com]
Sent: Tuesday, May 9, 2023 10:48 AM
To: Rick Ewing <rewing@muskogeeparks.org>
Subject: Transfer Station Correspondence

Hello Mr. Ewing,

I am contacting you on behalf of CARDS NEO, LLC. Please review the attached letter and figure and provide a determination as required by the Oklahoma Department of Environmental Quality. Any comments you may have regarding the proposed transfer station permitting will be appreciated.

Thanks,

Drew Potter
Staff Engineer | Solid Waste Services

Terracon
25809 I-30 South | Bryant, Arkansas 72022
P (501) 847-9292 | F (501) 847-9210
drew.potter@terracon.com | terracon.com
Join us on [Facebook](#) and [LinkedIn](#)

May 17, 2023

Oklahoma Conservation Commission
Attention: Brooks Tramell
2800 N. Lincoln Blvd., Suite 200
Oklahoma City, Oklahoma 73105

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
P.O. Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Mr. Tramell,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (d) Wetlands, We would like to request a determination for a new CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition waste transfer station. Waste is transported to the transfer station, where it is sorted through for recycleable materials. Certain recycleable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (d) Wetlands state: *Except as provided in (1) and (2) of this Subsection, no new waste management or disposal areas of a solid waste disposal facility shall be located in wetland areas as designated by the Oklahoma Conservation Commission or other appropriate agency. (1) Exception. New waste management or disposal areas of a solid waste disposal facility may be located in wetlands if all of the following demonstrations can be made. (A) Rebuttable presumption. Where applicable under Section 404 of the Clean Water Act or applicable State wetlands laws, the presumption that practicable alternative to the proposed facility is available which does not involve wetlands is clearly rebutted; (B) No harm. The construction and operation of the facility will not: (i) cause or contribute to violations of any applicable State water quality standard; (ii) violate any applicable toxic effluent standard or prohibition under Section 307 of the Clean Water Act; and (iii) jeopardize the continued existence of endangered or threatened species or result in the destruction or adverse modification of a critical habitat, protected under the Endangered Species Act of 1973; (C) No degradation. The facility will not cause or contribute to significant degradation of wetlands. The integrity of the facility and its ability to protect ecological resources shall be demonstrated by addressing the following factors: (i) erosion, stability, and migration potential of native wetland soils, muds and deposits used to support the facility; (ii) erosion, stability, and migration potential of dredged and fill materials used to*

27



support the facility; (iii) the volume and chemical nature of the waste managed at the facility; (iv) impacts on fish, wildlife, and other aquatic resources and their habitat from releases of solid waste; (v) the potential effects of catastrophic release of waste to the wetland and the resulting impacts on the environment; and (vi) any additional factors, as necessary, to demonstrate that ecological resources in the wetland are sufficiently protected; (D) No net loss. To the extent required under Section 404 of the Clean Water Act or applicable State wetlands laws, steps have been taken to attempt to achieve no net loss of wetlands (as defined by acreage and function) by first avoiding impacts to wetlands to the maximum extent practicable as required by (1)(A) of this Subsection, then minimizing unavoidable impacts to the maximum extent practicable, and finally offsetting remaining unavoidable wetland impacts through all appropriate and practicable compensatory mitigation actions (e.g., restoration of existing degraded wetlands or creation of man-made wetlands); and (E) Sufficient information available. Sufficient information is available to make a reasonable determination with respect to these demonstrations. (2) Verification required. The demonstrations required by (1) of this Subsection shall be approved by the Oklahoma Conservation Commission or other appropriate agency.

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.

Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

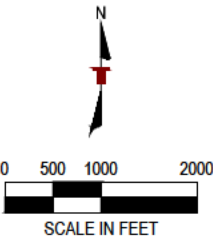


Drew Potter
Staff Environmental Engineer



Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map



REV.	DATE	BY	DESCRIPTION

SITE LOCATION MAP

TRANSFER STATION PERMIT APPLICATION

CARDS RECYCLING, LLC

CARDS EASTERN OKLAHOMA TRANSFER STATION

MUSKOGEE COUNTY

OKLAHOMA

**Terracon**
Consulting Engineers and Scientists

29609 1-30 SOUTH
PH. (501) 947-9832

BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 1	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	03237056
ACAD NO.	
SHEET NO.:	1 OF 1

J. KEVIN STITT
GOVERNOR

MATT PINNELL
LIEUTENANT GOVERNOR



Our Land • Our Heritage • Our Future

TREY LAM
EXECUTIVE DIRECTOR

LISA KNAUF OWEN
ASSISTANT DIRECTOR

May 18, 2023

Drew Potter
Staff Environmental Engineer
Terracon Consultants, Inc.
Drew.Potter@terracon.com

RE: Transfer Station Permit Application, Terracon Project # 03237056 – 6000 S, Cherokee St, Muskogee, OK 74403

Dear Mr. Potter:

Your request for a wetland determination for the referenced project, as described in your letter of May 17, 2023, has been reviewed using the Soil Survey of Muskogee County and the U.S. Fish and Wildlife Service National Wetlands Inventory. Neither hydric soils nor wetlands were indicated within the project area, indicating that these areas most likely do not contain wetland ecosystems and that your project should not significantly impact wetland resources in the area. If you believe this determination to be inaccurate, an on-site investigation may be needed. This investigation needs to be coordinated with the U.S. Army Corps of Engineers, Regulatory Branch, in Tulsa. Their address and phone number is:

U.S. Army Corps of Engineers
Mr. Andy Commer
Chief of Regulatory Branch
2488 E 81st St.
Tulsa, OK 74137
918/669-7400

Based on our wetlands determination criteria there should be no significant impact on wetland resources in the area described. If you have any further questions or concerns, please contact me at 405/534-6997.

Sincerely,

A handwritten signature in blue ink that reads "Brooks R. Lamell".

Brooks Tramell
Director of Monitoring, Assessment, and Wetlands Programs
Water Quality Division

cc: Wetlands file

May 9, 2023

Oklahoma Grand River Dam Authority - Scenic Rivers Operations
Attention: Stephen Baldridge
15971 N. Hwy 10
P.O. Box 292 (74465)
Tahlequah, OK 74464

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
PO Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Mr. Baldridge,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (a) Scenic rivers, We would like to request a determination for a new CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (a) State: *(1) Prohibition. Except as provided in (2) of this Subsection, no area within the permit boundary of a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, shall be located within the drainage basin of any river designated under the Oklahoma Scenic Rivers Commission Act. (2) Exception. This restriction may be waived if the Scenic Rivers Commission that manages the affected river, or in the absence of such commission, the Oklahoma Tourism and Recreation Department, provides a statement that the proposed facility is not expected to adversely affect the river or any of the public purposes for which it was designated. Such statement shall be provided to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

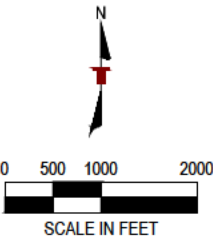
A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map



REV.	DATE	BY	DESCRIPTION

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SITE LOCATION MAP
TRANSFER STATION PERMIT APPLICATION
CARDS RECYCLING, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY
OKLAHOMA



Consulting Engineers and Scientists

29609 130 SOUTH
PH. (501) 947-9832

BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 1	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	03237056
ACAD NO.	
SHEET NO.:	1 OF 1

May 9, 2023

Oklahoma Grand River Dam Authority - Scenic Rivers Operations
Attention: Mike Bednar
15971 N. Hwy 10
P.O. Box 292 (74465)
Tahlequah, OK 74464

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
PO Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Mr. Bednar,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (a) Scenic rivers, We would like to request a determination for a CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

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Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

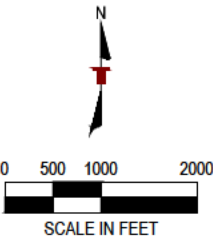
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Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map



REV.	DATE	BY	DESCRIPTION

SITE LOCATION MAP

TRANSFER STATION PERMIT APPLICATION

CARDS RECYCLING, LLC

CARDS EASTERN OKLAHOMA TRANSFER STATION

MUSKOGEE COUNTY

OKLAHOMA

 Terracon
Consulting Engineers and Scientists

2809 S. 30 SOUTH
PH. (501) 947-9832

BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 1	
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APPVD. BY:	
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	03237056
ACAD NO.	
SHEET NO.:	1 OF 1

May 9, 2023

Oklahoma Grand River Dam Authority - Scenic Rivers Operations
Attention: Zoe Silver
15971 N. Hwy 10
P.O. Box 292 (74465)
Tahlequah, OK 74464

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
PO Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Ms. Silver,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (a) Scenic rivers, We would like to request a determination for a new CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (a) State: *(1) Prohibition. Except as provided in (2) of this Subsection, no area within the permit boundary of a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, shall be located within the drainage basin of any river designated under the Oklahoma Scenic Rivers Commission Act. (2) Exception. This restriction may be waived if the Scenic Rivers Commission that manages the affected river, or in the absence of such commission, the Oklahoma Tourism and Recreation Department, provides a statement that the proposed facility is not expected to adversely affect the river or any of the public purposes for which it was designated. Such statement shall be provided to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

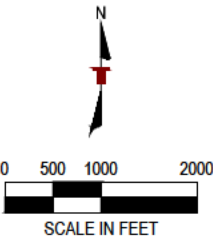
A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map



REV.	DATE	BY	DESCRIPTION

SITE LOCATION MAP
TRANSFER STATION PERMIT APPLICATION
CARDS RECYCLING, LLC
CARDS EASTERN OKLAHOMA TRANSFER STATION
MUSKOGEE COUNTY
OKLAHOMA



Terracon
Consulting Engineers and Scientists

296091-30 SOUTH
PH. (501) 947-9832

BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 1	
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APPVD. BY:	
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	03237056
ACAD NO.	
SHEET NO.:	1 OF 1

Potter, Drew

From: Fite, Edward <Edward.Fite@grda.com>
Sent: Tuesday, May 9, 2023 2:59 PM
To: Potter, Drew
Cc: Baldridge, Stephen; Bednar, Mike; Silver, Zoe; Townsend, Darrell; Smittle, Jacklyn
Subject: CARDS NEO, LLC Tier II Transfer Station within/near City of Muskogee, Muskogee County, Oklahoma Terracon Project #35237056
Attachments: Oklahoma Grand River Dam Authority - Stephen Baldridge.pdf; 001 - SITE LOCATION MAP.pdf

Hello Drew,

I'm writing to acknowledge receipt of your letter of May 9, 2023, related to the proposed siting of the CARDS NEO, LLC Tier II Transfer Station within/near City of Muskogee, Muskogee County, Oklahoma (Terracon Project #35237056).

There are no state-designated Scenic Rivers Areas located in Muskogee County.

Accordingly, GRDA would have no comments related to impacts to our state-designated Scenic Rivers Areas.

Oklahoma has six Scenic River Areas:

- Illinois River in Adair, Cherokee, and Delaware Counties.
- Barren Fork Creek in Adair and Cherokee Counties.
- Flint Creek in Delaware County.
- Big Lee Creek in Sequoyah County.
- Little Lee Creek in Adair and Sequoyah Counties; and,
- Upper Mountain Fork River in LeFlore and McCurtain Counties above 600 msl of Broken Bow Reservoir.

If you desire to learn more related to the Oklahoma Scenic Rivers Act, please refer to Title 82 Oklahoma Statutes Sections 896.1 – 896.16.

Please know that Oklahoma Water Quality Standards provide designated Scenic Rivers Areas with the state's highest protection as Top Tier, Outstanding Resource Waters.

Thank you for the opportunity to comment on this proposed project.

Feel free to contact me if you have any questions or when an opportunity arises where GRDA Team may assist you.

Ed Fite

Ecosystems & Watershed Management

P.O. Box 70

Langley, OK 74350

Office Cell: (918) 323-6825

Email: edward.fite@grda.com



We deliver affordable, reliable
ELECTRICITY, with a focus on
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ENVIRONMENTAL STEWARDSHIP.

We are dedicated to **ECONOMIC
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resources and supporting
economic growth.

Our **EMPLOYEES** are our
greatest asset in meeting our
mission to be an **Oklahoma
Agency of Excellence.**

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access the hyperlink, please e-mail sender.

May 17, 2023

Oklahoma Natural Heritage Inventory
Attention: Bruce Hoagland
111 E. Chesapeake Street
Norman, OK 73019

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
PO Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Mr. Hoagland,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (c) Endangered & Threatened Species , We would like to request a determination for a new CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition waste transfer station. Waste is transported to the transfer station, where it is sorted through for recycleable materials. Certain recycleabe materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are seperated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (c) Endangered & Threatened Species state: *For a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, a statement from the Oklahoma Department of Wildlife Conservation (ODWC) and from the Oklahoma Biological Survey (OBS), shall be submitted regarding current information about endangered or threatened wildlife or plant species listed in state and federal laws, that exist within one mile of the permit boundary or expansion area. (1) Address potential impacts. If threatened or endangered species exist within, or periodically utilize any area within, or within one mile of, the permit boundary or expansion area, the projected impacts on the identified species shall be addressed, and measures specified to avoid or mitigate the impacts. (2) Mitigation plan required. When impacts are unavoidable, a mitigation plan that has been approved by ODWC for wildlife or OBS for plants, shall be submitted to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map

OBS Ref. 2023-228-BUS-TER

Drew Potter,

May 18, 2023

We have reviewed occurrence information on federal and state threatened, endangered or candidate species currently in the Oklahoma Natural Heritage Inventory database for the following location you provided:

Sec. 23-T14N-R18E, Muskogee County

We found 5 occurrences of relevant species within the vicinity of the project location as described.

Species Name	Common Name	Federal Status
<i>Nicrophorus americanus</i>	American Burying Beetle	Threatened
County	TRS	Count
Muskogee	Sec. 7-T13N-R18E	1
Muskogee	Sec. 8-T13N-R18E	1
Muskogee	Sec. 9-T13N-R18E	1
Muskogee	Sec. 14-T13N-R18E	1
Muskogee	Sec. 32-T14N-R18E	1

Additionally, absence from our database does not preclude such species from occurring in the area.

If you have any questions about this response, please send me an email, or call us at the number given below.

Although not specific to your project, you may find the following links helpful.

ONHI, guide to ranking codes for endangered and threatened species:
<http://www.oknaturalheritage.ou.edu/content/biodiversity-info/ranking-guide/>

Information regarding the Oklahoma Natural Areas Registry:
<https://okregistry.wordpress.com/>

Kristin Comolli
Oklahoma Natural Heritage Inventory
(405) 325-4700
kcomolli@ou.edu

May 9, 2023

Oklahoma Department of Wildlife Conservation
Attention: Curtis Tackett
1801 N Lincoln Blvd
Oklahoma City, OK 73152

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
PO Box 775
Tontitown, AR 72770
Terracon Project # 03237056**

Dear Mr. Tackett,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (c) Endangered & Threatened Species , We would like to request a determination for a CARDS Eastern Oklahoma Transfer Station. The Proposed transfer station is located at 6000 S. Cherokee St., Muskogee OK, 74403. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (c) Endangered & Threatened Species state: *For a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, a statement from the Oklahoma Department of Wildlife Conservation (ODWC) and from the Oklahoma Biological Survey (OBS), shall be submitted regarding current information about endangered or threatened wildlife or plant species listed in state and federal laws, that exist within one mile of the permit boundary or expansion area. (1) Address potential impacts. If threatened or endangered species exist within, or periodically utilize any area within, or within one mile of, the permit boundary or expansion area, the projected impacts on the identified species shall be addressed, and measures specified to avoid or mitigate the impacts. (2) Mitigation plan required. When impacts are unavoidable, a mitigation plan that has been approved by ODWC for wildlife or OBS for plants, shall be submitted to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

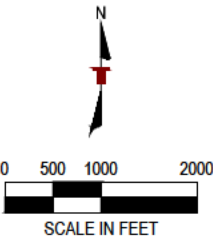
A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: Site Location Map



REV.	DATE	BY	DESCRIPTION

SITE LOCATION MAP

TRANSFER STATION PERMIT APPLICATION

CARDS RECYCLING, LLC

CARDS EASTERN OKLAHOMA TRANSFER STATION

MUSKOGEE COUNTY

OKLAHOMA

**Terracon**
Consulting Engineers and Scientists

29609 1-30 SOUTH
PH. (501) 947-9832

BRYANT, AR 72022
FAX (501) 947-9810

FIGURE 1	
DESIGNED BY:	DAP
DRAWN BY:	DAP
APPVD. BY:	
SCALE:	AS SHOWN
DATE:	MAY 2023
JOB NO.	03237056
ACAD NO.	
SHEET NO.:	1 OF 1

APPENDIX F
TRANSFER STATION
APPLICATION FORM

APPLICATION FOR A Transfer Station PERMIT

Date: June 6, 2023

County: Muskogee

Send to:

Solid Waste Permitting Unit
Land Protection Division
Dept. of Environmental Quality
707 N. Robinson (PO Box 1677)
Oklahoma City, OK
73101-1677

FOR DEQ USE

DEQ Log No. _____

No. Copies _____

Date Received: _____

CARDS NEO, LLC proposes to establish, construct, operate, and maintain
(Applicant's Name)

the Eastern Oklahoma Transfer Station, located at 6000 S Cherokee St, Muskogee, OK 74403
(Facility Name) (Exact legal description: _____)


See FIGURE 5 of APPENDIX B of this Permit Application
metes & bounds, platted lot, or land survey. Append extra sheets if necessary)

in Muskogee County, Oklahoma, and hereby makes application for a permit to
establish, construct, operate, and maintain a Transfer Station as required by
Oklahoma Solid Waste Management Act and Rules pursuant thereto.

Brief description of application:

Transfer Station shall accept solid waste, construction and demolition (C&D) waste,
and recyclables from residential and commercial entities. Waste shall be disposed of
at a permitted landfill. Recyclables shall be recycled appropriately.

Applicant or Authorized Agent:


Signature
Dan Christensen
Typed Name

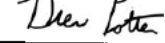
Address: P.O. Box 775

City: Tontitown State: AR

Date signed: 6-6-23

Phone: (877) 592-2737

Preparing Engineer:


Signature
Drew Potter
Typed Name

Address: 25809 I-30

City: Bryant State: AR

Date signed: June 7, 2023

Phone: (501) 847-9292

Facility Address (if any): _____

6000 S Cherokee St, Muskogee, OK 74403

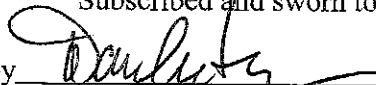
DEQ USE ONLY


VERIFICATION¹

Arkansas
STATE OF ~~OKLAHOMA~~)
COUNTY OF Washington) ss

Daniel Christensen, of lawful age, being first duly sworn, upon oath state that I have read the foregoing APPLICATION FOR A _____ PERMIT, that I am familiar with the matters set forth therein, and that the same are true to the best of my information and belief.

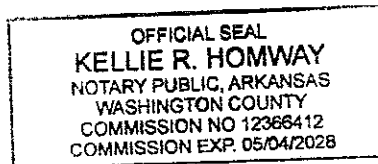

Applicant

Subscribed and sworn to before me this 6 day of June, 2023,
by  (Applicant or legal representative).


Notary Public

My commission expires:

5-4-2028



¹ This Verification is required for a Tier III application.

APPENDIX G

LANDOWNER NOTIFICATION

DEQ LANDOWNER NOTIFICATION AFFIDAVIT

Tier I, II, or III permit applications in which the applicant does not own all the land subject to the application must notify the owner(s) of leases and/or pipeline right-of-ways. The basis for this requirement is Title 27A of the Oklahoma Statutes § 2-14-103(9), as described in OAC 252:004-7-13(b).

Please note that you **MUST** fill out and return this affidavit even if you don't have to give any landowner notice.

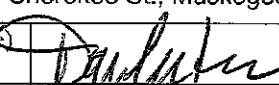
A	NOTICE TO THE LANDOWNER(S) IS NOT REQUIRED because: (check one)	
<input type="checkbox"/>	My application does not involve any land.	<input type="checkbox"/> My application involves only land owned by me (or applicant business).

OR

B	NOTICE TO THE LANDOWNER(S) IS REQUIRED because the land is owned by someone other than myself or the applicant business AND I HAVE NOTIFIED the following (check one):		
<input checked="" type="checkbox"/>	Landowner(s)	<input type="checkbox"/>	Lessor or Administrator or Executor of the land
METHOD OF DELIVERY (check one):			
<input checked="" type="checkbox"/>	Actual notice, for which I have a signed and dated receipt		
<input type="checkbox"/>	Service by Sheriff or private process server, for which I have an affidavit		
<input type="checkbox"/>	Service by certified mail, restricted delivery, for which I have a signed return receipt		
<input type="checkbox"/>	Legal publication, for which I have an affidavit of publication from the newspaper, because the landowners could not be located through due diligence		
MY RIGHT TO USE THIS LAND is by:			
<input checked="" type="checkbox"/>	Lease	<input type="checkbox"/>	Easement
<input type="checkbox"/>	Other, Specify _____		

LANDOWNER AFFIDAVIT CERTIFICATION

I, as the applicant or an authorized representative of the applicant, hereby certify that notice to the landowner(s) about the permit application for the facility described below was provided per Option A or B above.

Company Name	CARDS NEO, LLC	Facility Name	CARDS Eastern Oklahoma Transfer Station
Facility Address or Legal Description.	6000 S. Cherokee St., Muskogee, Oklahoma, 74403		
Responsible Official (signature)		Date Signed	6-5-23
Responsible Official (typed)	Dan Christensen	Title	President

If the landowner notice applies to your application (Option B Above) you can send the following form to them as your notice:

NOTICE TO LANDOWNER OF FILING	
Dear Landowner: (Name) <u>Donna Jean Crotty Trust</u>	
(Applicant name) <u>CARDS NEO, LLC</u> has filed a permit application with the Oklahoma Department of Environmental Quality for (Name) <u>CARDS Eastern Oklahoma Transfer Station</u> facility.	
This application involves the land owned by you located at: Address or Legal Description: <u>6000 S. Cherokee St., Muskogee, Oklahoma, 74403</u>	
Signed: _____	Date: _____

APPENDIX H

TEMPORARY EASEMENT FORM

TEMPORARY EASEMENT FOR ACCESS

This temporary easement is issued pursuant to the Oklahoma Environmental Quality Code (27A O.S. §2-1-101 *et seq.*, including the Solid Waste Management Act, the rules promulgated thereunder, and in accordance with the conditions and requirements of Permit No. _____, issued by the Oklahoma Department of Environmental

Quality (DEQ) on _____ to CARDS NEO, LLC
(Date) (Name of permittee)

The facility is located on property owned by Donna Jean Crotty Trust, hereinafter referred to as Grantor. Grantor does hereby grant unto the DEQ, including its contractors, employees, and its successors and assigns, the right of access to the below described land for purposes of performing closure, post-closure monitoring, or corrective action in the event of default by the owner or operator of the permitted facility.

The easement is granted over and across the permitted area ("Tract") on land situated in

Muskogee County, State of Oklahoma.

Following is the legal description of the Tract:

THE NW/4 NE/4 SW/4 AND THE N/2 NW/4 SW/4 AND THE N/2 S/2 NW/4 SW/4 AND THE N/2 SW/4 NE/4 SW/4 IN SECTION 23, TOWNSHIP 14 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, OKLAHOMA, LESS AND EXCEPT THAT TRACT OF LAND TAKEN IN CONDEMNATION BY THE STATE OF OKLAHOMA EX REL DEPARTMENT OF TRANSPORTATION MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE N/2 NW/4 SW/4; THENCE EAST ALONG THE NORTH LINE OF SAID N/2 NW/4 SW/4 A DISTANCE OF 150.00 FEET; THENCE S 01°44'11"E A DISTANCE OF 206.25 FEET; THENCE S 09°34'25"W A DISTANCE OF 101.98 FEET; THENCE S 01°44'11"E A DISTANCE OF 600.00 FEET; THENCE S 07°26'49"E A DISTANCE OF 86.87 FEET TO A POINT ON THE SOUTH LINE OF THE N/2 S/2 NW/4 SW/4; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 138.64 FEET TO THE SW CORNER OF SAID N/2 S/2 NW/4 SW/4; THENCE NORTH ALONG THE WEST LINE OF SAID N/2 S/2 NW/4 SW/4 AND SAID N/2 NW/4 SW/4 A DISTANCE OF 992.78 FEET TO THE POINT OF BEGINNING.

more particularly described as the permitted area of Eastern Oklahoma Transfer Station
(Facility name)

_____, DEQ Permit Number: _____.

This Temporary Easement for Access is given subject to the following conditions:

1. The Grantor hereby grants unto the DEQ an easement and right-of-way over and across the Tract of land described above for access to said Tract for the purposes of

conducting closure and post-closure activities and/or corrective action as prescribed by the laws of the State of Oklahoma and Rules of the DEQ;

2. This Easement is temporary and shall become null and void upon certification by the DEQ that post-closure and/or corrective action has been properly completed; and

3. This Easement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set (his/her/its) hand this

5 Day of JUNE, 2023.

Dan Christensen - President

(Name, Title)

ACKNOWLEDGMENT

STATE OF ^{Arkansas} ~~OKLAHOMA~~)
COUNTY OF Washington)

SS:

Before me, the undersigned, a Notary Public within and for said County and State,
on this 6 day of June, 2023.

Daniel Christensen President
(name, title)

did personally appear before me and is known to be the identical person who executed the within and foregoing instrument and acknowledged to me that (he/she) executed the same as (his/her) free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the date above written.

Kellie R Homway
Notary Public

My commission expires:

5-4-2028

