Karen Johnson Davidson County
Batch# 1248013 DEEDWARRSP
03/19/2025 11:35:30 AM 9 pgs
Fees: $48.00 Taxes: $24,975.00
20250319-0019679

This Instrument Was Prepared By:
Christopher Hanno
Stephenson Fournier, PLLC
3355 West Alabama, Suite 640
Houston, TX 77098

Address New Owner(s):	**Send Tax Bills to:**	**Map and Parcel No.:**
Waste Pro of Tennessee, Inc. 2101 W SR 434, 3rd Floor Longwood, FL 32779	Waste Pro of Tennessee, Inc. 2101 W SR 434, 3rd Floor Longwood, FL 32779	059-00-0-230.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **AllWaste Onsite LLC**, a Delaware limited liability company (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Waste Pro of Tennessee, Inc.**, a Tennessee corporation (the "Grantee"), its successors, heirs and assigns, all of its right, title and interest in certain land in Davidson County, Tennessee described on Exhibit A attached hereto (the "Property:").

This is improved property known as 2826 Whites Creek Pike, Nashville, TN 37207.

BY ACCEPTANCE AND RECORDING OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE CLOSING DATE WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES INCLUDING ANY BROKER, OTHER THAN THOSE EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE TITLE WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES EXCEPT WITH RESPECT TO

THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE TITLE WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING, GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT AND THE PURCHASE OF THE PROPERTY BY GRANTEE, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS," "WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OTHER THAN THOSE EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE TITLE WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY WARRANTY OTHER THAN AS EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE TITLE WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING, AND GRANTOR AND GRANTOR'S OFFICERS, AGENTS (INCLUDING BROKERS), DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (COLLECTIVELY, "GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE; (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, MOLD, LEAD PAINT, OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY OTHER FEDERAL, STATE OR LOCAL LAW RELATING TO THE ENVIRONMENT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER ("ENVIRONMENTAL LAWS"); AND (III) THE

SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. EXCEPT TO THE EXTENT ANY RISK, LIABILITY, CLAIM, DAMAGE OR COST RELATES TO A SPECIFIC REPRESENTATION OF GRANTOR SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE TITLE WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING, GRANTEE HEREBY EXPRESSLY AGREES TO ACCEPT THE PROPERTY SUBJECT TO ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS, INCLUDING ANY LIABILITY WITH RESPECT TO ENVIRONMENTAL LAWS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY ACTUAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY. EXCEPT TO THE EXTENT ANY RISK, LIABILITY, CLAIM, DAMAGE OR COST RELATES TO A SPECIFIC REPRESENTATION SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE TITLE WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING, GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW (INCLUDING, BUT NOT LIMITED TO COMMON LAW, WHETHER ARISING IN CONTRACT OR TORT, AND ANY AND ALL ENVIRONMENTAL LAWS) THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR OR GRANTOR'S BROKER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY OF THE OTHER MATTERS DESCRIBED IN THIS PARAGRAPH.

TO HAVE AND TO HOLD said real estate, with the improvements thereon and the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said real estate in fee simple subject to those matters set forth on Exhibit B attached hereto and has a good right to convey it. Except for those matters set forth on Exhibit B, Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate to the said Grantee and its successors and assigns against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 13 day of March, 2025.

ALLWASTE ONSITE LLC, a Delaware limited liability company

By: _____
Name: Mark Apostle
Title: Chief Financial Officer

STATE OF Texas
COUNTY OF Harris

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mark Apostle, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer of AllWaste Onsite LLC, a Delaware limited liability company, the within-named bargainor, and that he as such Chief Financial Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Financial Officer.

WITNESS my hand, at office, this 13 day of March, 2025.

_____
Notary Public
My Commission Expires: October 13, 26

TREMAINE L. JONES
Notary Public, State of Texas
Comm. Expires 10-13-2026
Notary ID 11328002

AFFIDAVIT OF CONSIDERATION - DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $6,750,000.00.

Affiant

Subscribed and sworn to before me this 14th day of March, 2025.

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public
My Commission Expires: 11/19/28

EXHIBIT A
PROPERTY DESCRIPTION

Land situated in Davidson County, Tennessee being described as follows, to wit:

Commencing at the intersection of Lane Drive and Whites Creek Pike, thence in a northwesterly direction, an approximate distance of 753 feet to an iron rod set with a Dale and Associates cap found along the southwesterly margin of Whites Creek Pike, said rod being 5 feet from the northern most corner of Lot 1of the Hahn Commercial Subdivision, of record in Plat Book 5305, Page 654, Register's Office for Davidson County, Tennessee ("RODC"), said rod being the POINT OF BEGINNING for the herein described land;

Thence, leaving said margin and with the subdivision, South 53 degrees, 49 minutes, 27 seconds West, a distance of 352.16 feet to a point;

thence, along the Lot line, South 36 degrees, 09 minutes, 56 seconds East, a distance of 230.02 feet to a capped iron rod as set by TN RLS 213;

thence, along the northerly margin of Rowan Drive, South 52 degrees, 20 minutes, 52 seconds West, a distance of 13.50 feet to a point;

thence, leaving said margin and with the line of Section 4 Haynes Manor, of record in Plat Book 4175, Page 90, North 84 degrees, 01 minutes, 59 seconds West, a distance of 236.64 feet to a ½" iron rod;

thence, North 84 degrees, 00 minutes, 10 seconds West, a distance of 572.95 feet to a point;

thence, with Section 3 of Haynes Manor, of record in Plat Book 4175, Page 11, North 84 degrees, 03 minutes, 33 seconds West, a distance of 433.93 feet to a point;

thence, leaving said subdivision and along a new partition for the following 2 calls, North 05 degrees, 56 minutes, 15 seconds East, a distance of 299.84 feet to a point;

thence, North 57 degrees, 12 minutes, 55 seconds East, a distance of 1,026.33 feet to a point along the southwesterly margin of Whites Creek Pike;

thence, along said margin, South 41 degrees, 52 minutes, 40 seconds East, a distance of 437.23 feet to a point;

thence, with a curve turning to the right, having an arc length of 331.37 feet, a radius of 3,827.16 feet, a chord bearing of South 39 degrees, 23 minutes, 50 seconds East, and a chord length of 331.27 feet to the POINT OF BEGINNING of the herein described land, having an area of 817,933.0 square feet or 18.78 acres of land.

Being all of the same property conveyed to AllWaste Onsite LLC, a Delaware limited liability

company by Special Warranty Deed dated July 31, 2019, from Harvey W. Coombs, of record in Instrument No. 20190807-0078362, Register's Office for Davidson County, Tennessee, together with all of the same property conveyed to AllWaste Onsite LLC, a Delaware limited liability company by Special Warranty Deed dated May 3, 2021, of record in Instrument No. 20210510-0062569, said Register's Office.

The property was further conveyed to AllWaste Onsite, LLC, a Delaware limited liability company, by Quitclaim Deed of Consolidation from AllWaste Onsite, LLC, a Delaware limited liability company, of record in Instrument No. 20220428-0049387, said Register's Office. The referenced Quitclaim Deed was recorded for the purpose of combining the two separate, but contiguous parcels, into a single parcel.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2025 and subsequent years, not yet due and payable.

2. Landscaping and Maintenance Agreement, of record in Instrument No. 20171005-0102329, Register's Office for Davidson County, Tennessee.

3. License Agreement, of record in Instrument No. 20210510-0062568, said Register's Office.

4. Agreement for Dedication of Easement for Temporary Construction Easement, of record in Instrument No. 20200723- 0081299, said Register's Office.

5. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, of record in Instrument No. 20200825-0096052, said Register's Office.

6. Declaration of Covenants, Conditions, and Restrictions as shown in Deed, of record in Instrument No. 20190226- 0017150, said Register's Office.

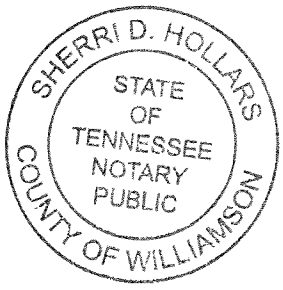
Certificate of Authenticity of Electronic Document

I, **Mike Boyd**, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on **March 14, 2025**.

Mike Boyd
Date: March 14, 2025

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 14th day of March, 2025.



Notary Public
My commission expires: 7/17/2027