

# **AGREEMENT OF PURCHASE AND SALE**

By and Between

**White County, Tennessee**

(as County)

and

**Waste Management, Inc. of Tennessee, a Tennessee corporation, or its assigns**

(as Purchaser)

Dated: \_\_\_\_\_, 2024

Relating to:

Sale and Purchase of that Certain Property

Located at:

Gum Springs Mountain Road,

White County, Tennessee

Parcel Identification Numbers: \_\_\_\_\_

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”) by and between WHITE COUNTY, TENNESSEE (the “**County**”), and WASTE MANAGEMENT, INC. OF TENNESSEE, a Tennessee corporation (the “**Purchaser**”)

### W I T N E S S E T H:

WHEREAS, on August 21, 2023, County passed Resolution 64-08-2023 which declared certain parcels of land commonly referred to as the “White County Landfill,” located at 6010 Gum Springs Mountain Road, Sparta, Tennessee and which includes both the Class I and Class III/IV permitted areas (the “**Landfill Property**”) as surplus land and authorized the County to prepare said parcels for sale;

WHEREAS, on September 21, 2023, the County issued a Request for Proposal Number 2023-1107-01-031 seeking a qualified provider to purchase the Landfill Property and continue to legally operate the White County Landfill, among other things, as the same was amended by Addenda #1 through 5 (collectively, the “**RFP**”);

WHEREAS, on December 13, 2023, the County purchased real property located on Old Kentucky Road, Sparta, Tennessee adjacent to the Landfill Property (the “**Adjacent Property**”) which was later incorporated into the RFP;

WHEREAS, on December 14, 2023, Purchaser timely submitted its response to the County’s RFP;

WHEREAS, on January 22, 2024, County passed Resolution 03-01-2024 awarding the RFP to Purchaser and authorized the County to enter into contract negotiations with Purchaser;

WHEREAS, County and Purchaser desire to enter into this Agreement to memorialize the terms and conditions for Purchaser’s purchase of the White County Landfill, the Landfill Property and the Adjacent Property and to enter into a Landfill Host Agreement contemporaneously with this Agreement.

NOW THEREFORE, the parties hereto, for themselves and their respective successors and assigns, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, hereby covenant as follows:

### ARTICLE I

#### GENERAL

1.1 **Agreement to Sell and Purchase.** County hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from County, for the Purchase Price (hereinafter defined) and upon and subject to the terms and conditions hereinafter set forth:

- (a) The Landfill Property and the Adjacent Property, listed on **Exhibit A** attached hereto and incorporated by reference herein, consisting of approximately 224 acres, more or less, in the aggregate, lying and being situated in White County, Tennessee (the “**Real Property**”).
- (b) All rights, privileges, easements, and rights of way appurtenant to said Real Property, including without limitation, all mineral, oil and gas, and other subsurface rights, development rights, airspace rights, air rights, and water rights (collectively, the “**Appurtenances**”).
- (c) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures affixed to the Real Property; (ii) all apparatus, equipment, and appliances used in connection with the operation or occupancy of the White County Landfill and the Real Property; and (iii) all facilities used to provide any services to the White County Landfill and the Real Property and/or the structures affixed thereto (collectively, the “**Improvements**”).
- (d) All tangible personal property located on and used in connection with the White County Landfill and the Real Property or the Improvements, including but not limited to the items described on Schedule A-1 attached hereto and incorporated by reference herein (collectively, the “**Personal Property**”) and excluding those items described on Schedule A-2 attached hereto and incorporated by reference herein (collectively, the “**Excluded Personal Property**”).
- (e) All right, title and interest of County in and to the (i) Class I Solid Waste Permit SNL93-107-1036 as supplemented by an Operations Manual and Engineering Plans including a vertical expansion granted September 7, 2018 (the “**Class I Permit**”); (ii) Class III/IV solid waste permit DML 93-107-0037 as supplemented by Operations Manual and Engineering Plans in 2021 permitting a vertical expansion (the “**Class III/IV Permit**”); and (iii) the approximately 21-acre Class I landfill expansion application currently pending with the Tennessee Department of Environmental Conservation (“**TDEC**”) (the “**Class I Expansion Application**” and with the current Class I Permit and the current Class III/IV Permit, hereinafter collectively, the “**Solid Waste Permits**”).
- (f) If and to the extent transferable, all rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, studies, reports (including all Due Diligence Deliverables (as defined herein)), trademarks or tradenames (including the name “White County Landfill”), copyrights, and any agreements, covenants, or indemnifications that County received from a third party, including any prior owner, and relating to the White County Landfill, Real Property, Appurtenances, or Improvements (collectively, the “**Intangible Property**”).

The Real Property, Appurtenances, Improvements, Personal Property, Solid Waste Permits and Intangible Property are hereinafter collectively referred to as the “**Property**.”

1.2 **Purchase Price.** Subject to the adjustments and prorations hereinafter provided, the purchase price (the “**Purchase Price**”) to be paid for the Property shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), payable in immediately available funds at Closing.

1.3 **Earnest Money.** Within three (3) business days following the Effective Date, Purchaser shall pay to Title Company (as defined herein) the sum of Fifty Thousand and NO/100 (\$50,000.00) (the “**Earnest Money Deposit**”). Unless returned to Purchaser in accordance with this Agreement, the Earnest Money Deposit shall be paid to County and credited against the Purchase Price at Closing. If Purchaser fails timely to pay the Earnest Money Deposit as provided herein, this Agreement shall automatically terminate and County and Purchaser shall have no further liability hereunder. If Purchaser voluntarily terminates this Agreement in accordance with any of Purchaser’s rights to terminate, then the Title Company shall deliver the Earnest Money Deposit to Purchaser, less \$100.00, which is non-refundable and will be paid to Seller as “**Independent Consideration**” for the right granted by County to Purchaser to terminate this Agreement.

1.4 **AS-IS.** Except for the covenants, representations and warranties expressly set forth herein and in the documents delivered by County at the time of the Closing, Purchaser agrees to purchase the Property “AS IS,” “WHERE IS,” with all faults and conditions thereon. Purchaser acknowledges and agrees that except as expressly set forth herein and in the documents delivered by County at the time of the Closing, County has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied with respect to the Property.

## ARTICLE II

### TITLE AND SURVEY; REVIEW AND INSPECTION BY PURCHASER

#### 2.1 Title and Survey

(a) Purchaser shall, at its sole cost and expense, within five (5) days after the Effective Date order (i) a preliminary title report covering the Real Property (the “**Commitment**”), issued by Chicago Title Insurance Company, Two Gateway Center, 19<sup>th</sup> floor, 603 Stanwix Street, Pittsburgh PA 15222 (the “**Title Company**”) together with copies of all documents referred to as exceptions (the “**Title Documents**”) together with the Title Commitment, (collectively, the “**Title Report**”) and (ii) a survey of the Real Property (the “**Survey**”).

(b) Purchaser shall have until thirty days (30) days after the Effective Date to provide County or County's attorney with written objections (each, a “**Title Objection**” and, collectively, hereinafter, the “**Title Objections**”) to those matters shown in: (i) Schedule B of the Title Commitment; and/or (ii) the Survey. Any such matter not the subject of a timely Title Objection shall be deemed a Permitted Exception. County shall use best efforts to eliminate all Title

Objections by the Closing Date (as defined herein), though, County shall be under no obligation to spend funds to eliminate Title Objections.

**2.2 County Unable to Convey.** If County is unable to eliminate any Title Objection by the Closing Date, County shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may: (x) accept the Property subject to such Title Objection[s] with no adjustment to the Purchase Price, in which event: (A) such Title Objection shall be deemed to be, for all purposes, a Permitted Exception; (B) Purchaser shall close hereunder notwithstanding the existence of same; and (C) County shall have no obligations whatsoever after the Closing Date with respect to County's failure to cause such Title Objection to be eliminated; or (y) terminate this Agreement upon notice to County on or before the Closing Date, in which event the Landfill Host Agreement shall terminate and Purchaser shall be entitled to a return of the Earnest Money Deposit or (z) adjourn the Closing for a reasonable period in order to attempt to cause such Title Objections to be eliminated. If Purchaser shall fail to deliver the termination notice in accordance with clause (y), Purchaser shall be deemed to have made the election under clause (x) herein. Upon the timely giving of any termination notice under clause (y), this Agreement and the Landfill Host Agreement shall terminate and neither Party hereto shall have any further rights or obligations hereunder other than those which are expressly provided to survive the termination hereof.

**2.3 Intentionally Deleted.**

**2.4 Title as County Can Convey.** Notwithstanding anything above to the contrary, Purchaser may at any time accept such title as County can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against County.

**2.5 Other Encumbrances.** County agrees that it will not take any action after the Effective Date of this Agreement which shall affect the status of title to the Property. If, at any time prior to Closing, Purchaser becomes aware of a title defect that is not a Permitted Exception and that was not disclosed in the Title Report, and which would otherwise qualify for an objection notice, Purchaser may give County written notice of such additional exceptions and the same procedures set forth in Section 2.1(b) shall be applicable to such additional items. Additionally, if, at any time prior to Closing, County becomes aware of any action or event, whether that matter is of public record or not, that would create or cause a title defect, including, but not limited to, any lien, right or encumbrance against title, that is not a Permitted Exception and that was not disclosed in the Title Report, and which would otherwise qualify for an objection notice, County shall as soon as reasonably practicable give written notice to Purchaser of same, and Purchaser may give County written notice of objection to such additional exceptions and the same procedures set forth in Section 2.1(b) shall be applicable to such additional items.

**2.6 Due Diligence Deliveries.** Within five (5) business days of the Effective Date, County shall deliver to Purchaser the documents and information described on Schedule 1 attached hereto and made a part hereof, to the extent in County's possession or control or otherwise readily available to County (the "**Due Diligence Deliveries**").

**2.7 Due Diligence Period.** Commencing on the Effective Date and continuing until ninety days (90) thereafter (the “**Due Diligence Period**”), Purchaser shall have the right to inspect the Property, the Due Diligence Deliveries and all other books, records, reports, information and documents in the possession or control of County, its agents, employees and representatives relating to the Property, to conduct such tests, investigations, inspections and studies as Purchaser may deem necessary or appropriate in order to determine if the Property and access thereto is in satisfactory condition (the “**Purchaser’s Inspections**”). Purchaser's Inspections may encompass such matters as, without limitation, title and survey, status of permits and approvals, environmental conditions, soil conditions, siting, access, traffic patterns, competition, financing, economic feasibility, platting, zoning, leasing status, and matters involving governmental cooperation. If Purchaser is dissatisfied with the Property for any reason, then Purchaser shall have the right to terminate this Agreement upon written notice to County delivered at any time on or prior to the last day of the Due Diligence Period, in which event the Earnest Money Deposit shall be returned to Purchaser, this Agreement and the Landfill Host Agreement (as defined herein) shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). If Purchaser does not so notify County of its election to terminate this Agreement on or before the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 2.7, Escrow Agent shall return the Earnest Money Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement).

**2.8 Purchaser’s Access.** At any time prior to the Closing, provided this Agreement has not otherwise been earlier terminated (including during the Due Diligence Period), and at all times subject to this Section 2.8, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, “**Purchaser's Representatives**”) shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property. Prior to the Purchaser or Purchaser’s Representatives entering the Property, Purchaser shall deliver to County a Certificate of Insurance evidencing general liability coverage in an amount not less than \$1,000,000.00, naming the County as an additional insured in its capacity as owner of the Property. Purchaser shall indemnify, defend and hold harmless County, County’s employees, directors, owners, agents, contracts and other invitees (other than Purchaser and Purchaser’s employees and contractors) from and against any liabilities, claims, demands, actions, loss or damage for mechanics liens, personal injury or property damage (collectively “**Access Damages**”) incident to, resulting from or in any way arising out of Purchaser’s or Purchaser’s Representatives’ entry upon the Property, except to the extent any such Access Damages result directly or proximately from the gross negligence or willful misconduct of County, its employees, directors, owners, agents, contractors and other invitees; provided, however, that the foregoing indemnity shall not include liabilities, claims, demands, actions, loss or damage resulting from or in any way arising out of the mere discovery by Purchaser or its agents, employees and/or contractors of pre-existing conditions on the Property during

investigations conducted pursuant to this Agreement. The costs and expenses of such investigations, inspections, tests and studies shall be borne solely by Purchaser.

### ARTICLE III

#### REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS OF COUNTY AND PURCHASER

3.1 **Representations and Warranties of County.** To induce Purchaser to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, County represents and warrants to the best of the knowledge of the County executive (the “County Executive”) and the County commission (the “County Commission”; any reference to the County’s knowledge or awareness herein is a reference to the County Executive and/or County Commission’s knowledge or awareness) to Purchaser, as of the Effective Date and as of the Closing Date, except where specific reference is made to another date or dates, in which case the other date or dates will apply, that:

- (a) The information and representations made by the County in the RFP documents, including its addendums, are true and correct in all material respects, are not misleading in any material respect, and does not omit to state a material fact necessary to make the statements contained therein.
- (b) To the best of County’s knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties, or condition of the White County Landfill or the Property, which has not been set forth in this Agreement or in the other documents, certificates or written statements furnished to Purchaser in connection with the transactions contemplated hereby.
- (c) To the best of County’s knowledge, the Solid Waste Permits include permitted airspace for Class I solid waste of approximately 26,666 cubic yards and Class III airspace of approximately 278,000 cubic yards.
- (d) County has the full right, power, and authority to enter into this Agreement and sell and convey the Property as provided in this Agreement and to carry out County’s obligations hereunder, without the joinder of any other person or entity and all requisite action necessary to authorize County to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken. Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires County to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon County. County is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder.

- (e) With regard to the White County Landfill and the Property, and except for as specifically referenced herein, County has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors.
- (f) There are no judgments presently outstanding and unsatisfied against the Property. There are no actions, suits, claims or proceedings pending or threatened with respect to or in any manner affecting the Property, nor are there any circumstances which should or could reasonably form the basis for any such actions, suits, claims or proceedings. County has not been notified of any contemplated condemnation and there is no pending action in condemnation with respect to the Property or any portion thereof, by any governmental or quasi-governmental authority. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of the Property have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof.
- (g) To the best of County's knowledge, there are no maintenance or management contracts and no unrecorded liens, encumbrances, leases, options, claims, restrictions or other matters affecting or relating to title to the Property, or the use of the Property, and no person or entity has the right to impose or claim a mechanic's or materialman's lien upon the Property.
- (h) There are no covenants, conditions, restrictions or other title exceptions applicable to the Property which are presently violated or which would prevent or impair Purchaser's use of the Property as a solid waste landfill.
- (i) No person or party, other than Purchaser, has any right or option to acquire the Property or any part thereof or any interest therein.
- (j) To the best of County's knowledge, County is not aware of any unrecorded easement, encroachment or other dispute, maintenance or use agreement affecting access to, or the boundaries of the Property. To the best of County's knowledge, except for the Permitted Exceptions, County is not aware of the use of the Property, or any part of it, by anyone other than County, with or without permission, for any purpose, including but not limited to, mineral operations, fishing, using or maintaining roads, driveways or other forms of ingress or egress, or other travel or drainage. The County is not aware of any past or present mineral operations or persons accessing the Property for fishing purposes.



- (k) County has received no notice of any pending or contemplated use restrictions, zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof, and there are no pending or contemplated use restrictions, zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof.
- (l) County has not and will not, during the term of this Agreement, take any action to request or effect annexation of the Property to any municipality or to request or petition or adopt any change of the zoning classification of the Property, except as may be reasonably requested by Purchaser.
- (m) Except for Directors Order No. SWM22-0014, dated October 6, 2022 (the “2022 Director’s Order”), to the best of County’s knowledge, the Property complies with all federal, state, local and foreign statutes, laws, rules, regulations, orders, ordinances (including zoning restrictions and land use requirements and Environmental Laws (as defined herein) and regulations) and all administrative and judicial judgments, rulings, decisions and orders applicable to the Property and the White County Landfill (“**Applicable Laws**”) and no notice of violation has been received by the County and no proceedings commenced with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction affecting or relating to the present ownership, use or operation of the Property by any person, authority or agency having jurisdiction thereover.
- (n) County does not know of any intended public improvements which will result in any charges being levied or assessed against the Property which will result in a lien thereon.
- (o) To the best of County’s knowledge and except as identified in the 2022 Directors Order, no Hazardous Substances have been disposed of, or identified on, under or at the Property in violation of applicable Environmental Laws. Except for the 2022 Directors Order, County has not received written notice from any federal, state, county, city, municipal and/or other governmental departments and authorities or any political or quasi-political, subdivision, agency, authority, department, court, commission, board, bureau or instrumentality of any of the foregoing asserting jurisdiction over any of the parties hereto or over the Property, that the Property is or may be in violation of any applicable federal, state or municipal law, ordinance or regulation regarding Hazardous Substances. To the best of County’s knowledge and except as identified in the 2022 Directors Order, no Release of Hazardous Substances has occurred at, from, in, adjacent to or on the Property, nor are there any Hazardous Substances in, on, about or migrating to the Property. As used herein, the term “**Hazardous Substances**” shall mean: (i) those substances included within the definitions of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes” and “toxic pollutants,” as such terms are defined under the Environmental Laws, or any of them; (ii) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (iii) natural gas, synthetic gas and any

mixtures thereof; (iv) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (v) polychlorinated biphenyl (“PCBs”) or PCB-containing materials or fluids; (vi) radon; (vii) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; (viii) polyfluoroalkyl substances (“PFAS”); and (ix) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. As used herein, the term “**Environmental Laws**” shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), any state or local counterpart or equivalent of any of the foregoing and any federal, state or local transfer of ownership notification or approval statutes. As used herein, “**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances.

- (p) To the best of County’s knowledge, there are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during County's ownership of the Property except in strict compliance with all Applicable Laws regarding such removal. County has delivered to Purchaser true, correct, and complete copies or original of the environmental report, together with any and all reports, studies, written commentaries, test results, and investigations in County's possession and/or under its control, relating to the environmental condition of the Property.

**3.2 Representations and Warranties of Purchaser.** To induce County to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Purchaser represents and warrants to County, as of the Effective Date and as of the Closing Date, except where specific reference is made to another date or dates, in which case the other date or dates will apply, that:

- (a) Purchaser is a corporation, duly organized, validly existing and in good standing in the State of Tennessee and has the full right, power, and authority to purchase and

acquire the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken.

- (b) Neither the execution of this Agreement nor the consummation by Purchaser of the transactions contemplated hereby will: (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default, or result in a termination of, any of Purchaser's organizational documents or any agreement or instrument to which Purchaser is a party or is otherwise bound; (ii) violate any restriction to which Purchaser is subject; or (iii) constitute a violation of any existing federal, state or local law, ordinance, rule, regulation or order of which Purchaser is aware.

3.3 **Survival of Representations and Warranties.** All representations and warranties of County and Purchaser set forth in Sections 3.1 and 3.2 hereof shall survive the Closing and shall not merge with the recordation of the Deed.

#### **ARTICLE IV CLOSING**

4.1 **Closing Date.** The consummation of the transactions contemplated by this Agreement (the "**Closing**" or "**Closing Date**") shall take place through a deed and money escrow upon the later to occur of (i) thirty (30) days from expiration or waiver of the Due Diligence Period; and (ii) the satisfaction or waiver of Purchaser of the following conditions to Closing:

- (a) Purchaser and County shall have executed a "**Landfill Host Agreement**" on such terms which are mutually agreeable to County and Purchaser;
- (b) Purchaser and TDEC shall have negotiated settlement terms acceptable to Purchaser for curative actions required in response to the 2022 Directors Order;
- (c) TDEC shall be prepared to approve the transfer of the Solid Waste Permits to Purchaser immediately following the transfer of the Property to Purchaser or within a time period thereafter that is acceptable to Purchaser, in which case, County and Purchaser shall execute at the time of Closing an interim permit operating agreement on reasonable and customary terms;
- (d) County's representations and warranties in Section 3.01 shall be true and correct in all material respects both as of the date made and as of the Closing Date;
- (e) The Title Company shall be prepared to issue a title insurance policy insuring Purchaser's good, marketable, and indefeasible title to the Property subject only to the Permitted Exceptions and with all endorsements required by Purchaser;

- (f) Other than the 2022 Directors Order there shall be no judicial, administrative, or other adversarial suit, action, or proceeding pending against the County that is related to the White County Landfill or the Property which shall be binding against the Property or Purchaser from and after the Closing; and
- (g) There shall be no material adverse change in the physical, economic, or operational condition of the White County Landfill and the Property from the condition as of the Effective Date, reasonable wear and tear excepted.

4.2 **County's Obligations at the Closing.** County shall deliver or cause to be delivered to Purchaser the following items at the Closing (or by such earlier date as specifically stated):

- (a) Special Warranty Deed (the "**Deed**"), which shall be free and clear of all liens, executed by County conveying fee simple title to the Property subject to the Permitted Exceptions.
- (b) Bill of Sale (the "**Bill of Sale**") executed by County, conveying to Purchaser title to the Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims;
- (c) Assignment and Assumption of Intangible Property (the "**Assignment of Intangible Property**") executed by County and assigning to Purchaser all of County's right, title, and interest in the Intangible Property;
- (d) All documents necessary for transfer of the Solid Waste Permits;
- (e) Originals, or if originals are not in the possession or control of the County, copies of all permits and licenses related to the Property, to the extent same are in County's possession or under County's control;
- (f) Executed Closing Statements as prepared by the Title Company;
- (g) Evidence of termination of all contracts, except for any contract which Purchaser agrees in writing to assume; and
- (h) Such affidavits, certificates, agreements or other documents as the Title Company may reasonably require from County in order to issue the Owner's Title Insurance Policy including without limitation such documents necessary to remove exceptions for (i) mechanics or materialmen's liens; and (ii) parties in possession.

4.3 **Purchaser's Obligations at the Closing.** Purchaser shall deliver or cause to be delivered to County the following items at the Closing:

- (a) The balance of the Purchase Price as adjusted for apportionments pursuant to this Agreement, in immediately available funds;

- (b) Executed original counterparts of the instruments described in Section 4.2, above, as applicable;
- (c) Such evidence as the Title Company may require as to the authority of the person or persons executing the documents on behalf of Purchaser; and
- (d) Such other documents as the Title Company may reasonably request.

4.4 **Closing Costs.** Purchaser shall be responsible for the first One Hundred Thousand Dollars (\$100,000) (“**Purchaser’s Closing Cost Cap**”) of Closing Costs (as defined below) and County shall be responsible for all Closing Costs in excess of Purchaser’s Closing Cost Cap. “**Closing Costs**” shall mean: (i) the cost of the Commitment and owner’s title insurance policy; (ii) realty transfer taxes and recording fees to record the Deed; (iii) the escrow and Closing fees; (iv) application/transfer fees associated with transfer of the Solid Waste Permits and other Intangible Property transfers and (v) attorneys’ fees, costs and expenses incurred by the County in connection with the transaction contemplated by this Agreement. County shall pay the cost of any lien release documents. Except as otherwise provided herein, each party shall pay its own attorneys’ fees.

4.5 **Prorations.** At the Closing, the following items of revenue and expense shall be adjusted and apportioned in cash as of 11:59 p.m. on the day preceding the Closing Date (the “**Adjustment Date**”):

- (a) At or before Closing, County shall pay all real estate and other ad valorem taxes, assessments, personal property or use taxes and sewer charges due or payable with regard to the Property. Real estate and other ad valorem taxes, assessments, personal property or use taxes and sewer charges not yet due or payable shall be prorated, on an accrual basis and on the basis of the fiscal year for which such taxes or charges are assessed. If the actual ad valorem taxes are not available on the Closing Date for the tax year in which the Adjustment Date occurs, the proration of such taxes at the Closing shall be based upon 100% of the most recent ascertainable full tax year bill, which proration shall be final.
- (b) All costs and expenses related to utilities and other expenses of the Property attributable to the period prior to the Closing shall be determined to the Adjustment Date and paid by the County. If invoices for any of such charges, expenses or income figures to the Adjustment Date are unavailable on the Closing Date, County and Purchaser agree to rely on the best information available.
- (b) All prorations shall be final as of the Closing Date and not subject to further adjustment.

4.6 **Operations Pending Closing.** From the Effective Date through the Closing Date, County and Purchaser agree as follows:

(a) **Class I Landfill Expansion.** County and Purchaser shall diligently and in good faith, cooperate to obtain the final, unappealable Permit as a result of the pending Class I Expansion Application. County agrees to support Purchaser in all such proceedings, actions, and applications with respect to the Class I Landfill Application. In furtherance of the foregoing, County agrees to execute, acknowledge and deliver applications, instruments and documents as may be required from the County as landowner of the Property and/or permittee under the Permit.

(b) **Solid Waste Permits.** County and Purchaser shall diligently and in good faith cooperate, including executing such documents as reasonably requested by the other Party, to transfer or assign to Purchaser the Solid Waste Permits and Intangible Property or obtain the issuance of any new permits, licenses, certificates or approvals (if any) to Purchaser, to be effective as of the Closing.

(c) **Permits and Approvals.** At any time after the Effective Date and through the Closing Date, Purchaser may submit requests and applications for, and attempt to obtain, final approvals and acceptances of, any Permits and Approvals (as hereinafter defined) it deems necessary or desirable for the development and operation of the Property as a solid waste landfill and uses ancillary thereto. County agrees to cooperate with, and support, Purchaser in all such proceedings, actions, and applications with respect to any of the Permits and Approvals, as defined herein. In furtherance of the foregoing, County agrees to execute, acknowledge and deliver applications, instruments and documents as may be required from the County as landowner of the Property and/or permittee under any existing Permit or Approval. As used herein, “**Permits and Approvals**” shall mean any and all rezoning approvals, conditional use permits, overlay zoning, development plans, special permits, site plan approvals, building permits, and other governmental licenses, permits, and approvals as Purchaser shall deem necessary or desirable, in its sole discretion, and shall include all necessary or desirable utility easements and connections and highway curb cut and access permits from all local, state, and federal authorities having jurisdiction.

(d) **County Operations.** County shall manage, operate, repair and maintain the Property in substantially the same manner as it operated the Property prior to the Effective Date and will keep the Property in a similar state of repair subject to normal wear and tear, exercising the same degree of care in such matters as County has previously exercised. County shall provide copies of all contracts affecting the Property and shall not renew and/or create any contracts which extend beyond the Closing Date, unless mutually agreeable to the Purchaser. Additionally, County shall promptly advise Purchaser upon becoming aware of any information which makes a representation or warranty of County hereunder to be untrue.

(e) **Insurance.** County shall keep in full force and effect all insurance policies which are presently in effect for the Property, or any portion of the Property.

(f) **Notices.** County shall give Purchaser prompt notice of the receipt of any notice of violation and/or institution of any litigation, condemnation, eminent domain,

arbitration or administrative proceeding of which it becomes aware prior to the Closing Date involving County or the Property.

(g) **Title.** County shall not take any action (including without limitation transfer of the Property) after the date hereof which affects title to the Property. County will not grant any monetary liens or encumbrances or grant any easement, license or any other interest affecting the Property after the date hereof.

(h) **Transfer of Property.** County shall not transfer the Property or market or offer for sale the Property and the White County Landfill.

4.7 **Possession.** Except as provided for in Section 3.01(j) of the Landfill Host Agreement, County shall deliver possession of the Property to Purchaser at Closing, free and clear of all encumbrances, except for Permitted Exceptions.

#### 4.8 **Post-Closing Covenants.**

(a) **Adjoining Properties.** In the event County shall acquire any property adjoining the Real Property (each an “**Adjoining Property**” and collectively the “**Adjoining Properties**”), County and Purchaser shall cooperate, diligently and in good faith, to develop said Adjoining Property for landfill development (by amending an existing Landfill Permit for expansion or by seeking a new landfill permit) whereby Purchaser shall be the exclusive operator of any landfill or recycling operations on said Adjoining Properties unless and until Purchaser shall acquire said Adjoining Property from the County. Contemporaneously with the County’s purchase of any Adjoining Property, County shall grant Purchaser an option to purchase said Adjoining Property for a purchase price equal to the purchase price paid by County or for its fair market value, whichever is less, and a right of first refusal to purchase said Adjoining Property. Notwithstanding the foregoing, County shall not be subject to the obligation in this Section 4.8(a) if County has purchased such Adjoining Property or Adjoining Properties to use such Adjoining Property or Adjoining Properties for County purposes, which purposes shall not include use or development of the Adjoining Property for waste disposal, recycling, composting, renewable natural gas, residential development or any other activities that would directly or indirectly compete with, conflict with or interfere with Purchaser’s operation of the White County Landfill or use of the Property.

(b) **Cooperation for Permit Transfer and Landfill Expansion.** From and after the Closing, County agrees to cooperate with Purchaser in every reasonable way to transfer the Solid Waste Permits to Purchaser and/or to obtain any permit, permit modification, rezoning, approval or other entitlements needed for Purchaser’s expansion of the White County Landfill and/or in connection with Purchaser’s desired use thereof for any uses ancillary or related to the White County Landfill or waste related operations. County shall agree not to oppose, deny, withhold approvals, or take any actions that could adversely impact Purchaser’s ability or efforts to transfer the Solid Waste Permits or expand the White County Landfill in the future. Notwithstanding the foregoing,

Purchaser agrees the County may purchase Adjoining Property or Adjoining Properties to be used for County purposes, as described and limited in Section 4.8(a) above without violating this subsection (b).

- (c) **Landfill Liabilities.** From and after the Closing (should the Closing occur) and excluding any Excluded Liabilities (as defined below), Purchaser shall be responsible for compliance with Environmental Laws and existing Landfill permits in its ownership, operation and use of the Property for the period following the Closing, including satisfaction of those certain corrective actions related to the 2022 Directors Order and financial assurance obligations required by the Landfill Permits provided however, Purchaser shall not be responsible for closure and post-closure obligations with respect to the currently permitted Class I Landfill unless Purchaser shall have obtained the final and unappealable Permit resulting from the pending Class I Expansion Application. “**Excluded Liabilities**” means (i) any proceeding against County related to the Landfill or the ownership, operation or use of any of the Landfill and/or the Property arising on or prior to the Closing Date (but excluding those obligations and corrective actions and obligations set forth in the 2022 Directors Order and Settlement Agreement which is being assumed by Purchaser); (ii) any other liabilities of any nature whatsoever, whether legal or equitable, known or unknown, or matured or contingent, arising out of or in connection with or related to the ownership, lease, operation, performance or use of the Landfill and/or the Property arising on or prior to the Closing Date; and (iii) if Purchaser does not obtain the final and unappealable Permit resulting from the pending Class I Expansion Application Permit, all closure and post-closure obligations with respect to the current Landfill (including the Class I and Class III areas) shall be retained with the County at all times and for all purposes, which shall require Purchaser to promptly deliver or cause to be delivered a Deed, Bill of Sale and Assignment of Intangible Property for the transfer of the Property from Purchaser back to County at Purchaser’s sole cost and without refund of the Purchase Price nor Earnest Money Deposit. For clarity, all Excluded Liabilities shall remain with the County at all times.

## **ARTICLE V DAMAGE OR CONDEMNATION PRIOR TO THE CLOSING**

5.1 **Damage or condemnation Prior to Closing.** If prior to the Closing, the Property or any part thereof is subject to an eminent domain or condemnation proceeding or any improvement thereon is damaged by fire, flood or other casualty, County shall give written notice thereof to Purchaser, and Purchaser shall be entitled to any condemnation award or insurance proceeds resulting from any such event, as long as Closing occurs. At the Closing, County shall execute and deliver all documents reasonably requested by Purchaser to effectuate such assignment. If the Real Property is subject to or threatened by an eminent domain or condemnation proceeding and such taking would materially impair Purchaser’s intended use of or income from the Property, Purchaser may terminate this Agreement upon written notice to County, in which case, the Landfill Host Agreement shall terminate and the Earnest Money Deposit shall be refunded to Purchaser. If any material improvement is substantially damaged by fire, flood or other casualty which is uninsured, County shall either (i) repair such damage prior to the Closing



in which case the parties shall proceed to Closing without any reduction in the Purchase Price; or (ii) provide to Purchaser a credit at the time of the Closing in the amount of cost to repair such damage.

## **ARTICLE VI DEFAULTS**

6.1 **Default by County.** In the event County shall default under this Agreement for any reason, and such default remains uncured after Purchaser provides thirty (30) days written notice to County, Purchaser may either: (i) pursue equitable relief, including an injunction and/or specific performance against County within ninety (90) days of such default and County shall reimburse Purchaser for all verified and actual out of pocket expenses, including reasonable attorneys' fees, incurred in connection with such action; and (ii) terminate this Agreement by written notice to County and receive a refund of the Earnest Money Deposit and County shall reimburse Purchaser for all verified and actual out of pocket expenses, including reasonable attorneys' fees, incurred in connection with Purchaser's pursuit of purchasing the Property. PURCHASER AGREES THAT THIS TERMINATION RIGHT SHALL BE IN LIEU OF ANY OTHER RELIEF WHICH PURCHASER MAY BE ENTITLED BECAUSE OF COUNTY'S BREACH OR DEFAULT AND PURCHASER HEREBY WAIVES ANY RIGHT IT MIGHT HAVE HAD TO AN ACTION FOR DAMAGES OR OTHERWISE.

6.2 **Default by Purchaser.** In the event Purchaser defaults under this Agreement, and such default remains uncured after County provides thirty (30) days written notice to Purchaser, County may terminate this Agreement and the Earnest Money Deposit shall be distributed to County as its sole and exclusive remedy. COUNTY AGREES THAT THIS TERMINATION RIGHT SHALL BE IN LIEU OF ANY OTHER RELIEF WHICH COUNTY MAY BE ENTITLED BECAUSE OF PURCHASER'S BREACH OR DEFAULT AND COUNTY HEREBY WAIVES ANY RIGHT IT MIGHT HAVE HAD TO AN ACTION FOR SPECIFIC PERFORMANCE AND/OR ANY OTHER ACTION FOR DAMAGES OR OTHERWISE.

## **ARTICLE VII MISCELLANEOUS**

7.1 **Notices.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be delivered by certified or registered mail, or by nationally recognized express courier. If given by certified or registered mail, the notice shall be deemed to have been given and received three (3) business days after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given by express courier, the notice shall be deemed to have been given one (1) day after deposit with such express courier. Such notices shall be given to the parties hereto at the following addresses:

If to Purchaser, to: Waste Management, Inc. of Tennessee  
c/o Corporate Real Estate  
720 East Butterfield Road, 4<sup>th</sup> Floor  
Lombard, Illinois 60148  
Attention: Director of Real Estate

If to County, to: White County, Tennessee  
1 Bockman Way, Room 204  
Sparta, Tennessee 38583  
Attn: County Executive

Any party hereto may, at any time by giving five (5) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

7.2 **Force Majeure.** Neither party shall be in default for its failure to perform or suspend performance, in whole or in part, due to events or threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, fires, floods, tornadoes, hurricanes, ice storms, acts of war or terrorism, riots, epidemics, pandemics, industry-wide labor, parts, or equipment shortage(s), imposition of new or modified domestic or foreign laws, governmental orders, acts of God, and the inability to obtain labor, materials or equipment due to the foregoing circumstances. The affected party shall be excused from performance during the occurrence of such events.

7.3 **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

7.4 **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7.5 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

7.6 **Headings.** Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

7.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted personal representatives, estates, heirs, successors and assigns.

7.8 **Assignment.** Purchaser may only assign this Agreement with County's consent, in County's sole discretion.

7.9 **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

7.10 **Intentionally Deleted.**

7.11 **Further Assurances.** Each party shall, when requested by the other party hereto, cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary and proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement; provided, however, this Section 7.11 shall not be construed to increase the economic obligations or liabilities of either party hereto.

7.12 **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. This Agreement may be executed and delivered by facsimile or other electronic means, with the same force and effect as an original.

7.13 **Intentionally Deleted.**

7.14 **Time.** The parties agree that time is of the essence in this transaction. If the time for performance of any obligation under this Agreement falls on a Saturday, Sunday, or holiday (national or in the State of Tennessee) preventing the performance of the obligation, the time for performance shall be extended to the next succeeding business day where performance is possible.

7.15 **Intentionally Deleted.**

7.16 **No Boycott of Israel.** The Company certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119.

7.17 **Not Construed Against Drafter.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

7.18 **Attorneys' Fees.** Should either Party commence an action to enforce its rights under this Agreement, the non-prevailing Party in such action shall be responsible for all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party.

*[Signature Page Follows]*

IN WITNESS WHEREOF, County and Purchaser have executed this Agreement to be effective as of the Effective Date.

**PURCHASER: WASTE MANAGEMENT, INC. OF TENNESSEE**

By: \_\_\_\_\_  
James A. Wilson, Vice President

**COUNTY: WHITE COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Name:  
Its:

**Exhibit A**  
**Depiction of Property**

- **Parcel 1: (065-034.00)**

- Tract 1:

- A certain land situated in the Third (3rd) Civil District of White County, Tennessee, being more particularly described as follows:

- Beginning on a rebar (found) approximately 745 feet North of the center of Gum Spring Mountain Road, said rebar is the Northwest corner of Duane Carter, Record Book 89, Page 517, the Northeast corner of a
- 7.22 acre White County Landfill tract, Record Book 89, Page 343 and the Southeast corner of this described parcel, thence leaving Carter and going with the afore mentioned landfill property North 88 degrees 13 minutes 40 seconds West 262.80 feet to a point in the fence, North 86 degrees 37 minutes 14 seconds West 141.98 feet to a 1/2 inch pipe (found), thence continuing with another tract of the landfill property, Warranty Deed Book 194, Page 512, North 87 degrees 19 minutes 21 seconds West 30.04 feet to a set stone and North 87 degrees 35 minutes 46 seconds West 13.04 feet to a rebar (set) in the center of an old road bed, thence continuing with said landfill North 00 degrees 43 minutes 13 seconds West
- 297.29 feet to a point in the fence and North 08 degrees 22 minutes 05 seconds East 184.28 feet to a 1/2 inch rebar (set) at a fence corner which marks the Southeast corner of Dale Lowery RecordBook 48, Page 979, thence leaving White County Landfill and Lowery and going with the remainder of the S. G. Merritt, Record Book 37, Page 745, property South 40 degrees 25 minutes 59 seconds East 654.31 feet to the beginning containing 2.58 acres as surveyed by the David H. Bradley - Land Surveying Company R.L.S. No. 1137 on 03 October, 2013.
- Being a portion of the same property conveyed to White County, Tennessee by Warranty Deed from S. G. Merritt, Trustee of The S. G. Merritt Trust of record in Record Book 339, Page 824, Register's Office for White County, Tennessee, dated November 04, 2013 and recorded on November 05, 2013 and corrected by Warranty Deed of Correction of recorded on January 13, 2014 in RecordBook 342, Page 501., said Register's Office.

- Tract 2:

- A certain tract or parcel of land in Third Civil District of White County, State of Tennessee, as follows:

- Beginning on a 1 and 1/2 inch steel re-bar located approximately 30 feet North of the center of the Gum Springs Mountain Road, said re-bar is the Southwest corner of this described parcel, the Southwest corner of the Robert Winstead property and in the Eastern boundary of the White County Land Fill tract, thence leaving said road and going with Robert Winstead along a fence line North 03 degrees 31 minutes 01 seconds West 907.78 feet to a set stone at a fence corner; thence leaving said landfill tract South 84 degrees 24 minutes 25 seconds East 30.38 feet to a 1/2 inch pipe marking the Northeast corner of this described parcel and also a corner for the remainder of the Robert Winstead property South 03 degrees 31 minutes 01 seconds East 886.51 feet to a 1/2 inch pipe located approximately 30 feet North of the center of the Gum Springs Mountain Road, thence leaving the remainder of the Robert Winstead property and going with said road South 57 degrees 43 minutes 40 seconds West 34.22 feet to the beginning containing 0.62 acres as surveyed by the David H. Bradley-Land Surveying Company R.L.S. No. 1137 on 09 November, 1992.

- Being a portion of the same property conveyed to White County, Tennessee by Warranty Deed from Robert Winstead of record in Book 213, Page 600, Register's Office for White County, Tennessee, dated January 26, 1993 and recorded on January 26, 1993.
- 
- Tract 3:
- 
- The following described tract or parcel of land, to-wit:
- 
- Lying and being in the Third Civil District of White County, Tennessee, and more particularly described as follows:
- 
- Beginning at a black oak in W. P. Knowles' line running South 112 poles with I. A. Clark's to a cedar in
- Swindell line; thence East with Felton line 101 poles to a rock in Winstead line 99-1/2 poles to W. P. Knowles' corner in Winstead line; thence West with W. P. Knowles's line 76 poles to the beginning corner, containing 70 acres, more or less.
- 
- Being a portion of the same property conveyed to White County, Tennessee by Warranty Deed from Jimmy Cravens and wife, Peggy Cravens of record in Book 194, Page 512, Register's Office for White County, Tennessee, dated July 31, 1987 and recorded on August 04, 1987.
- 
- Less and Except: Portion of Property Conveyed in Book 213, Page 604 and Book 213, Page 606, Register's Office White County, Tennessee.

- **Parcel 2: (065-033.01)**

- A certain real estate located in the Third Civil District of White County, Tennessee, described as follows:
- 
- Beginning on a cedar tree in Martin Swindell's line; thence South 51 poles to a rock in Swindell's line; thence East with said Swindell's line to the Russell Pike; thence with said pike to a rock corner on right side of said pike, Baker's and Alvira Wright's corner; thence East with said Wright's line to a rock in Winstead's and Wright's line; thence with Winstead's line to a corner rock, Felton's corner; thence with said Felton's line crossing the pipe 101 poles to the beginning corner, containing by estimation 38 acres, more or less.
- 
- There is included in the above described parcel, but specifically excluded from this conveyance the following described parcel of land:
- 
- Beginning on a 1/2 inch pipe standing 23 feet West of the center of the Shady Grove Road, said pipe is the Easternmost corner of this described parcel and also a corner for the remainder of the Ruth L. Hitchcox property from which this described exclusion was taken, thence leaving the remainder of the Hitchcox property and going with the Shady Grove Road South 35 degrees 05 minutes 07 seconds West 200.09 feet, South 48 degrees 05 minutes 15 seconds West 220.09 feet to a 1/2 inch pipe in a fence line, said pipe is the common corner of this described parcel and the remainder of Hitchcox property on the Shady Grove Road, thence leaving said road and going with the remainder of the Hitchcox property from which this described parcel was taken South 81 degrees 14 minutes 51 seconds West 151.08 feet to a 1/2 inch pipe at the Southeast corner of a barn, thence North 84 degrees 03 minutes 46 seconds West 44.01 feet to a 1/2 inch pipe, thence North 37 degrees 27 minutes 55 seconds West 197.10 feet to a steel post, North 42 degrees 26 minutes 07 seconds East 386.53 feet to a 1/2 inch pin at a pine tree near a fence corner, thence with the fence South 71 degrees 13 minutes 24 seconds East 349.57 feet to the beginning, containing 3.48 acres as surveyed by David H. Bradley Land Surveying Company, R.L.S. No.

1137 on August 25, 1984.

- 
- Being the same property conveyed to White County, Tennessee by Warranty Deed from Jerry Glenn Hitchcox and wife, Ruth L. Hitchcox, as tenants in common, of record in Book 186, Page 791, Register's Office for White County, Tennessee, dated November 16, 1984 and recorded on December 04, 1984.
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- **Parcel 3: (065-033.00)**

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- The following described tract or parcel of land, to-wit:
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- Lying and being in the Third Civil District of White County, Tennessee, and more particularly described as follows:
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- Beginning on a 1/2 inch pipe standing 23 feet West of the center of the Shady Grove Road, said pipe is the Easternmost, corner of this described parcel and also a corner for the remainder of the Ruth L. Hitchcox property from which this described exclusion was taken; thence leaving the remainder of the Hitchcox property and going with the Shady Grove Road South 35 degrees 05 minutes 07 seconds West 200.09 feet, South 48 degrees 05 minutes 15 seconds West 220.09 feet to a 1/2 inch pipe in a fence line, said pipe is the common corner of this described parcel and the remainder of Hitchcox property on the Shady Grove Road; thence leaving said road and going with the remainder of the Hitchcox property from which this described parcel was taken South 81 degrees 14 minutes 51 seconds West 151.08 feet to a 1/2 inch pipe at the Southeast corner of a barn; thence North 84 degrees 03 minutes 46 seconds West 44.01 feet to a 1/2 inch pipe; thence North 37 degrees 27 minutes 55 seconds West 197.10 feet to a steel post, North 42 degrees 26 minutes 07 seconds East 386.53 feet to a 1/2 inch pin at a pine tree near a fence corner; thence with the fence South 71 degrees 13 minutes 24 seconds East 349.57 feet to the beginning, containing 3.48 acres as surveyed by David H. Bradley Land Surveying Company, R.L.S. No. 1137 on August 25, 1984.
- 

- Being the same property conveyed to White County, Tennessee by Warranty Deed from Ruth Hitchcox and Barbara Sparks, being the only heirs at law of Clarence Lee and wife, Daisy Lee, deceased of record in Book 195, Page 274, Register's Office for White County, Tennessee, dated October 15, 1987 and recorded on November 03, 1987.
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- **Parcel 4: (065-032.02)**

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- A tract of land located about .4 mile North East of Yatestown and containing 35.34 acres, more or less.
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- Beginning at an iron pipe on the West side of a paved road 30 feet from center and on the South side of a concrete highway post 39.6 feet from its center, a corner to Mrs. Raulston Swindell; thence with the West side of road North 19 degrees 27 minutes East 38 feet; North 23 degrees 05 minutes East 130.17 feet; North 28 degrees 21 minutes East 100 feet; North 32 degrees 57 minutes East 78.80 feet to an iron pipe, 30 feet West of center of road, and in the line of a fence on the opposite side of road, a corner to Lee; thence with his lines, an old fence North 88 degrees 46 minutes West 812.25 feet to a corner post; thence North 5 degrees 19 minutes East 847.32 feet to an 18" cedar at a T in fence, a corner to Felton; thence with his line, a fence, North 4 degrees 28 minutes East 146 feet to a post, Lowery's corner in Felton's line; thence with Lowery's line, a fence, South 86 degrees 36 minutes West 1188 feet to a post, a corner to Swindell; thence with his lines, fenced, South 37 degrees 18 minutes East 300.10 feet to a rock by a post; thence South 28 degrees 42 minutes West 33.02 feet to a small cherry; thence South 51 degrees 07 minutes West 60.98 feet to a 16" post oak; thence South 2 degrees 38 minutes West 597 feet to a stake at



angle in fence; thence South 5 degrees 19 minutes West 322.70 feet to a rock in fence on the North side of a 24" black oak pointer in fence, and 8.5 feet from its center, a corner to Mrs. Raulston Swindell; thence leaving fence and with a hacked line South 89 degrees 10 minutes East 1694.56 to the beginning, containing, as aforesaid 35.34 acres, more or less.

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- Being the same property conveyed to White County, Tennessee by Warranty Deed from Dallas Clark Swindell and wife, Edith Lee Swindell of record in Book 205, Page 788, Register's Office for White County, Tennessee, dated December 19, 1990 and recorded on January 04, 1991.
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- **Parcel 5: (065-032.03)**

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- A certain tract or parcel of land situated in the Third Civil District of White County, Tennessee, as follows:
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- A parcel or tract of land situated on the West side of the Gum Spring Mountain Road in the Third Civil District of White County, Tennessee, and being a portion of the Mrs. Ralston Swindell property and/or the M.S. Swindell property in Warranty Deed Book 70, Page 553, and its perimeter is described as follows:
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- Beginning at an iron pipe on the West side of the Gum Spring Mountain Road 30 feet from its center and
- 39.6 feet South of a concrete highway marker being the Southeast corner of the Dallas Swindell 35 acre tract; thence leave the road with the South line of Dallas Swindell, a hacked tree line North 88 degrees 07 minutes 35 seconds West 1694.56 feet to a pipe and rock in a fence, the Southwest corner of Dallas Swindell in the East line of Wilburn Dodson, a 24" black oak pointer 8.5 feet South of pipe; thence with a fence and three courses of Wilburn Dodson South 09 degrees 37 minutes 20 seconds West 134.85 feet to a corner post, North 83 degrees 21 minutes 54 seconds West 70.62 feet to a corner post, South 08 degrees 27 minutes 06 seconds West 132.82 feet to a pipe in the fence at 5 feet North of a 30 inch black oak pointer; thence leave the fence with a new line of Mrs. Ralston Swindell, being a hacked line South 88 degrees 22 minutes 47 seconds East 1711.55 feet to a pipe in the West margin of the said Gum Spring Mountain Road; thence with the road North 20 degrees 52 minutes 04 seconds East 266.66 feet to the beginning. The above described perimeter contains 10.00 horizontal acres.
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- Being the same property conveyed to White County, Tennessee by Warranty Deed from Buford Swindell and wife, Beverly Swindell of record in Book 217, Page 620, Register's Office for White County, Tennessee, dated December 27, 1993 and recorded on January 03, 1994.
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- **Parcel 6: (065-032.04)**

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- A certain tract or parcel of land situated in the Third Civil District of White County, Tennessee, as follows:
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- Beginning on a 1/2 inch pipe located approximately 30 feet West of the center of the Gum Springs Mountain Road, said pipe is the Southeast corner of this described parcel and also a corner for Richard Green and is farther located South 53 degrees 02 minutes 54 seconds East 13.0 feet from a utility pole; thence leaving said road and going with Green North 66 degrees 38 minutes 23 seconds West 913.20 feet to a steel post; thence leaving Green and going with Robert Wright North 73 degrees 08 minutes 18 seconds West 513.6 feet to an 8 inch cedar post; thence leaving Wright and going with Billy Lowery North 18 degrees 00 minutes 07 seconds East 425.83 feet to a 1/2 inch pipe marking the Northwest corner of this described parcel and also a corner for Billy Lowery, Eldie England and the White County Landfill; thence leaving Lowery and England and going with the Southern boundary of the White County Landfill South 77 degrees 47 minutes 20

seconds East 1711.55 feet to a 1/2 inch pipe located approximately 30 feet West of the center of the Gum Springs Mountain Road; thence leaving the landfill property and going with the Western side of said road South 30 degrees 17 minutes 37 seconds West 122.41 feet, South 34 degrees 21 minutes 02 seconds West 137.56 feet, South 42 degrees 08 minutes 29 seconds West 177.79 feet, South 47 degrees 24 minutes 56 seconds West 146.99 feet and South 46 degrees 07 minutes 43 seconds West 149.33 feet to the beginning, containing 19.32 acres, as surveyed by the David H. Bradley Land Surveying Company.

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- Being the same property conveyed to White County, Tennessee by Warranty Deed from Loyd Dunn and wife, Barbara Dunn of record in Record Book 127, Page 314, Register's Office for White County, Tennessee, dated November 22, 2002 and recorded on November 25, 2002.
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- **Parcel 7: (065-032.00)**

- Situated in the Third Civil District of White County, Tennessee, as follows:
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- A parcel or tract of land situated in the Third Civil District of White County, Tennessee, on the West side of Gum Spring Mountain Road and being the Southern portion of the Gertrude Swindell property described in Warranty Deed Book 177, Page 71, its perimeter is described as follows:

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- Begin at a corner fence post set in concrete in the Western margin of the Gum Spring Mountain Road being the Northeast corner of Robert M. Wright and/or the Southeast corner of this parcel being described; thence leave said road and traverse with the North fence line of Robert Wright North 82 degrees 30 minutes 54 seconds West for 786.46 feet to a corner fence post; thence continue with said Wright, a fence North 08 degrees 3 minutes 14 seconds East for 338.7 feet to a corner fence post; thence leave Wright and traverse a new line for Gertrude Swindell being hacked and painted South 76 degrees 40 minutes 10 seconds East for 913.79 feet to a pipe in ground at the Western margin of the Gum Spring Mountain Road; thence with said road South 36 degrees 33 minutes 22 seconds West for 180.19 feet to a point; thence South 32 degrees 35 minutes West for 97.34 feet to the beginning. The above described perimeter contains 5.75 horizontal acres, surveyed by Walter Deal, R.L.S., Sparta, Tennessee.
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- Being the same property conveyed to White County, Tennessee by Warranty Deed from Misty Dawn Brumley of record in Record Book 237, Page 362, Register's Office for White County, Tennessee, dated April 06, 2006 and recorded on October 16, 2007.
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- **Parcel 8: (065-017.05)**

- A certain tract or parcel of land in White County, Tennessee, described as follows:
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- Being a certain real estate which is located in the Fourth (4th) Civil District of White County, Tennessee, described as follows:

- Tract 1:

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- Beginning at a 1/2" rebar (old) in the East margin of Old Kentucky Road, being a Southwest corner of Katherine and Steven Flatt, Record Book 414, Page 487; thence leaving Old Kentucky Road and with a South line of Katherine and Steven Flatt and a fence South 63 degrees 16 minutes 36 seconds East a distance of 208.95' to a wood post fence corner; thence South 19 degrees 17 minutes 13 seconds West a distance of 14.35' to a wood post fence corner; thence South 67 degrees 43 minutes 54 seconds East a distance of 604.89' to a wood post in a fence line; thence South 67 degrees 20 minutes 13 seconds East a distance of 100.00' to a 1/2" rebar (new); thence leaving Katherine and Steven Flatt and severing George Lowery Heirs, Warranty Deed Book

174, Page 281, South 22 degrees 16 minutes 06 seconds West a distance of 264.86' to a 1/2" rebar (new); thence North 63 degrees 04 minutes 00 seconds West a distance of 821.50' to a 1/2" rebar (new); thence North 54 degrees 01 minutes 27 seconds West a distance of 148.28' to a 1/2" rebar (new) in the East margin of Old Kentucky Road; thence leaving George Lowery Heirs and with Old Kentucky Road and a curve turning to the right with an arc length of 200.28', with a radius of 2429.10', with a chord bearing of North 36 degrees 23 minutes 51 seconds East with a chord length of 200.22' to the point of beginning. Containing 5.001 acres, more or less, as surveyed by Allen Maples Land Surveying, 38 Mayberry Street, Sparta, Tennessee, 38583, Allen Maples Jr. R.L.S. No. 2171, on August 30, 2018.

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- There is a 15' access easement across this property described as follows: Beginning at a 1/2" rebar (new) in the East margin of Old Kentucky Road, being a Southwest corner of Dale Lowery, Warranty Deed Book 115, Page 2; thence leaving Old Kentucky Road and with a South line of Dale Lowery and a fence South 63 degrees 16 minutes 36 seconds East a distance of 208.95' to a wood post fence corner; thence a West line of Dale Lowery South 19 degrees 17 minutes 13 seconds West passing a wood post fence corner at a distance of 14.35' on for a total distance of 15.13' to a point on George Lowery Heirs Property, Warranty Deed Book 174, Page 281; thence crossing George Lowery Heirs North 63 degrees 16 minutes 36 seconds West a distance of 214.06' to a point in the East margin of Old Kentucky Road; thence leaving George Lowery Heirs and with the East margin of Old Kentucky Road and a curve turning to tire right with an arc length of 15.33', with a radius of 2429.10', with a chord bearing of North 38 degrees 34 minutes 44 seconds East with a chord length of 15.33' to the point of beginning. Containing 0.073 acres, more or less, as surveyed by Allen Maples Land Surveying, 38 Mayberry Street, Sparta, Tennessee, 38583, Allen Maples Jr. R.L.S. No. 2171, on December 13, 2017.
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- Tract 2:

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- Beginning at a 1/2" rebar in the East margin of Old Kentucky Road, being a Northwest corner of Cletus Blaylock, Record Book 235, Page 166; thence leaving Cletus Blaylock and with the East margin of Old Kentucky Road North 35 degrees 10 minutes 36 seconds East a distance of 21.46'; thence with a curve turning to the left with an arc length of 354.11', with a radius of 878.15', with a chord bearing of North 23 degrees 37 minutes 28 seconds East with a chord length of 351.72'; thence North 12 degrees 04 minutes 20 seconds East a distance of 159.39'; thence with a curve turning to the right with an arc length of 455.13', with a radius of 1336.30', with a chord bearing of North 21 degrees 49 minutes 46 seconds East with a chord length of 452.93'; thence North 31 degrees 35 minutes 12 seconds East a distance of 39.55'; thence with a curve turning to the right with an arc length of 103.83', with a radius of 2429.10', with a chord bearing of North 32 degrees 48 minutes 40 seconds East with a chord length of 103.82'; thence leaving Old Kentucky Road and severing George Lowery Heirs, Warranty Deed Book 174, Page 281, South 54 degrees 01 minutes 27 seconds East a distance of 148.28' to a 1/2" rebar (new); thence South 63 degrees 04 minutes 00 seconds East a distance of 821.50' to a 1/2" rebar (new); thence North 22 degrees 16 minutes 06 seconds East a distance of 264.86' to a 1/2" rebar (new) in a South line of Katherine and Steven Flatt, Record Book 414, Page 487; thence leaving George Lowery Heirs and with a South line of Katherine and Steven Flatt and a fence South 67 degrees 20 minutes 13 seconds East a distance of 450.75' to a wood post fence corner, being in a West line of White County Tennessee, Record Book 342, Page 501; thence leaving Katherine and Steven Flatt and with a West line of White County Tennessee, Record Book 342, Page 501 and a fence South 06 degrees 36 minutes 10 seconds West a distance of 1243.44' to a wood post fence corner, being a Northeast corner of White County Tennessee, Warranty Deed Book 205, Page 788; thence leaving White County Tennessee, Record Book 342, Page 501 and with a North line of White County Tennessee, Warranty Deed Book 205, Page 788 and a fence South 87 degrees 32 minutes 25 seconds West a distance of 1188.81' to a steel post (old), being a Southeast corner of Soul and Consuelo Navarro, Record Book 249, Page 319; thence leaving White County Tennessee, Warranty Deed Book 205, Page 788 and with an East line of Soul and Consuelo Navarro, Sophronia Roberts, Record Book

295, Page 519 and Cletus Blaylock and a fence North 30 degrees 28 minutes 36 seconds West a distance of 674.62' to a wood post fence corner; thence with a South line a Cletus Blaylock and a fence North 66 degrees 31 minutes 55 seconds West a distance of 139.44' to the point of beginning. Containing 48.987 acres, more or less, as surveyed by Allen Maples Land Surveying, 38 Mayberry Street, Sparta, Tennessee, 38583, Allen Maples Jr. R.L.S. No. 2171, on August 30, 2018.

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- Being the same property conveyed to White County, Tennessee by Warranty Deed from David Sain and wife, Judy Sain of record in Record Book 544, Page 30, Register's Office for White County, Tennessee, dated December 13, 2023 and recorded on December 14, 2023.
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**Schedule A-1**

**Personal Property**

**Included Personal Property**

1) Equipment:

<b>Description</b>	<b>S/N</b>
Cardinal Truck Scales and Scale Indicator	
Al Jon 525 Compactor	14182R
Al Jon 500 Compactor	14011
Used Oil Heaters & Tanks	
Air Compressor	

2) Tools:

<b>Description</b>	<b>Location</b>
Sump Pump	Shop

3) Furnishings:

<b>Description</b>	<b>Location</b>
Desks	Office
Desk Chairs	Office
Table & Chairs	Shop
Refrigerator	Shop

4) Data Processing Equipment:

<b>Description</b>	<b>Location</b>
Security Camera System	Office
Telephone System	Office
Security System	Office
Network Equipment	Office

**Schedule A-2**

**Excluded Personal Property**

**Excluded Personal Property**

5) Vehicles:

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>
1990	International	Fuel Truck	1HTSG0006LH251800
1990	Mack	Dump Truck	2M2P198C9LC006046
1991	Volvo	WHITEGMC Truck	4V1JDBMD2MR809536
1994	Chevrolet	C1500 Truck	1GCEC14Z7RZ265809
1999	Dodge	Dakota	187GG26X4XS186408
2000	Chevrolet	Pickup 4X4	1GCEK14T0YZ270928
2001	Chevrolet	Silverado	1GCEC14V61Z265124
2004	Chevrolet	Silverado 1500	1GCEK19T04E203451
2004	Mack	Rolloff Truck	1M2AG11C94M011118
2005	Mack	Truck	1M2AG11C55M018522
2007	Mack	CTP	1M2AT13C87M003069
2009	GMC	Service Truck	1GDJC74609F159402
2009	Kenworth	Rolloff Truck	1NKDL49X09J938862
2009	Peterbilt	Front End Garbage	3BPZL0EX89F719306
2010	Autocar	Front Load Garbage Truck	5VCACLJF9AH209971
2012	Mack	GU813	1M2AX13C0CM018518
2014	Freightliner	SD4 Roll Off Truck	1FVHG3DV3EHFT5555
2023	Autocar	Front Load Garbage Truck	5VCACLAF3PC241028

6) Equipment:

<b>Description</b>	<b>S/N</b>
Dump Truck – 6-Wheel	AGF00558
Ford Tractor 4X4 (4000)	
2002 CAT D8R Dozer	5YZ00812
2008 Heil Semi-Tanker Truck	5HTCD312497D17155
2008 Military Tanker	8192
2013 CAT Trackhoe Excavator	CAT0329ECPLW00197
2017 John Deere Mowing Machine MX8	
Bobcat Skid Steer	5019M28937
Exmark Zero Turn Lawnmower	312613606
Kubota Utility Vehicle	12267
Massey Ferguson Tractor	N084006(MF30600621)
Waldon Sweepmaster 250 Broom	27858011
Car Hauler Trailer	5JTAC2026MA091825
Utility Trailer	20230620031025820
CAT 953 Track Loader	20Z03087
CAT D5 Dozer	0KW207470
Wastequip Compactor/Baler	11159
Wastequip Compactor/Baler	11158

7) Tools:

<b>Description</b>	<b>Location</b>
Hand Tools – Various Types and Sizes	Shop
Air Tools – Various Types and Sizes	Shop
Automotive Tools – Various Types and Sizes	Shop
Automotive Jacks – Various Types and Sizes	Shop
Battery Powered Tools – Various Types and Sizes	Shop
Garage Fans and Area Heaters	Shop
Toolboxes/Workbenches	Shop
Welder	Shop

8) Parts:

<b>Description</b>	<b>Location</b>
Consumable Automotive Parts and Supplies	Shop
Consumable Equipment Parts and Supplies	Shop

9) Furnishings:

<b>Description</b>	<b>Location</b>
Drink Machine	Shop
Coffee Maker	Shop
Microwaves	Shop

10) Data Processing Equipment:

<b>Description</b>	<b>Location</b>
Dell Desktop Computer	Office
HP LaserJet Pro Printer	Office
Brother Printer	Office
Ingenico Credit Card Machine	Office
Westinghouse Television	Office
Timeclock	Shop

11) Waste Containers:

<b>Description</b>	<b>Location</b>
Open Top Roll-off Containers – Various Sizes	Outside
Compactor Roll-off Containers – Various Sizes	Outside
Front-Load Containers – Various Sizes	Outside
Public Used Oil/Antifreeze Collection Equipment	Outside

## **Schedule 1**

### **Due Diligence Deliveries**

1. Any environmental reports, studies, inspections or information.
2. Any relevant soil, engineering, property condition, hydrological, geotechnical, or other third-party test and/or reports.
4. Any documents relating to any special use, non-conforming use or zoning variance granted in respect to the Property, if applicable.
5. Copies of title policies, surveys, and plat maps.
6. Copies of permits applicable to the Property.