

## **Texas Commission on Environmental Quality Waste Permits Division Correspondence Cover Sheet**

Date: <u>08/08/2025</u>	Nature of Correspondence:
Facility Name: R & J Recycling and Disposal Transfer	☑ Initial/New
Station, LLC	☐ Response/Revision to TCEQ Tracking No.:
Permit or Registration No.: <u>2401</u>	(from subject line of TCEQ letter
	regarding initial submission)
Affix this cover sheet to the front of your submission	to the Waste Permits Division. Check appropriate box
for type of correspondence. Contact WPD at (512) 23	9-2335 if you have questions regarding this form.
Table 1 - Municipal Solid	d Waste Correspondence
Applications	Reports and Notifications
New Notice of Intent	☐ Alternative Daily Cover Report
Notice of Intent Revision	☐ Closure Report
New Permit (including Subchapter T)	Compost Report
New Registration (including Subchapter T)	Groundwater Alternate Source Demonstration
Major Amendment	Groundwater Corrective Action
Minor Amendment	Groundwater Monitoring Report
Limited Scope Major Amendment	Groundwater Background Evaluation
Notice Modification	☐ Landfill Gas Corrective Action
Non-Notice Modification	☐ Landfill Gas Monitoring
☐ Transfer/Name Change Modification	☐ Liner Evaluation Report
☐ Temporary Authorization	Soil Boring Plan
☐ Voluntary Revocation	☐ Special Waste Request
Subchapter T Disturbance Non-Enclosed Structur	<del>  _ `</del>
Other:	
Table 2 - Industrial & Hazar	□ dous Waste Correspondence
Applications	Reports and Responses
New	Annual/Biennial Site Activity Report
Renewal	☐ CPT Plan/Result
Post-Closure Order	☐ Closure Certification/Report
Major Amendment	Construction Certification/Report
☐ Minor Amendment	☐ CPT Plan/Result
☐ CCR Registration	☐ Extension Request
CCR Registration Major Amendment	☐ Groundwater Monitoring Report
CCR Registration Minor Amendment	☐ Interim Status Change
☐ Class 3 Modification	☐ Interim Status Closure Plan
Class 2 Modification	☐ Soil Core Monitoring Report
☐ Class 1 ED Modification	☐ Treatability Study
☐ Class 1 Modification	
	☐ Trial Burn Plan/Result
Endorsement	
☐ Temporary Authorization	☐ Trial Burn Plan/Result
	☐ Trial Burn Plan/Result ☐ Unsaturated Zone Monitoring Report
Temporary Authorization	☐ Trial Burn Plan/Result ☐ Unsaturated Zone Monitoring Report ☐ Waste Minimization Report ☐ Other:
Temporary Authorization  Voluntary Revocation  335.6 Notification  Other:	☐ Trial Burn Plan/Result ☐ Unsaturated Zone Monitoring Report ☐ Waste Minimization Report ☐ Other:  August 8, 2025
Temporary Authorization  Voluntary Revocation  335.6 Notification  Other:  PROJECT MANAGER	☐ Trial Burn Plan/Result ☐ Unsaturated Zone Monitoring Report ☐ Waste Minimization Report ☐ Other:  August 8, 2025 Steve Niemeyer 21903133
Temporary Authorization  Voluntary Revocation  335.6 Notification  Other:	☐ Trial Burn Plan/Result ☐ Unsaturated Zone Monitoring Report ☐ Waste Minimization Report ☐ Other:  August 8, 2025 Steve Niemeyer 21903133

DUE DATE:



August 8, 2025

Via FedFx

MC 124 Municipal Solid Waste Permits Section Texas Commission on Environmental Quality PO Box 13087 Austin, TX 78711-3087

RE: Anticipated Owner/Operator Change – MSW Permit No. 2401

#### Permits Team:

I write on behalf of Allied Waste Systems, Inc. ("Allied" or "Transferee") (CN602487241), which is a subsidiary of Republic Services, Inc. ("Republic"). Allied has entered into an agreement (the "Agreement") to purchase certain assets and real property from R & J Recycling and Disposal Transfer Station, LLC ("R & J" or "Transferor"), which owns and operates the R & J Recycling and Disposal Transfer Station (the "Facility") located at 306 FM 2468, Center, TX 75935 (RN110587854). The Facility is a Type V Municipal Solid Waste Transfer Station Facility with MSW Permit No. 2401 (the "Permit").

Pursuant to the Agreement between Allied and R & J, R & J will transfer ownership and operation of the Facility to Allied (the "Transaction"). The anticipated date of this Transaction is on or after August 11, 2025. No operational changes affecting the Permit are proposed at this time, and none are anticipated as a result of the Transaction. Only the name of the Facility and Registrant (Site Operator/Permittee) will change as a result of the Transaction. As such, by way of the enclosed application, we respectfully request the Permit be updated as follows:

- Registrant: Allied Waste Systems, Inc.
- Facility Name: Center Transfer Station
- Facility Address: 306 FM 2468, Center, TX 75935

Enclosed with this letter is a complete TCEQ-20650 Application Form for MSW Permit or Registration Modification or Temporary Authorization with attachments. For questions, please contact Bill Firestone by telephone at (903) 522-8644 or by email at



## TRANSFEROR

R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company
By:
Name: Stacy Wershing
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc., a Delaware corporation By:

Name: Brady Loesch

Title: Vice President

TRANSFEROR R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company By:
Name: Stacy Wershing Title: Owner Manager
TRANSFEREE
Allied Waste Systems, Inc.,
a Delaware corporation  By:
Name: Brady Loesch Title: Vice President



## **Texas Commission on Environmental Quality**

## Application Form for Municipal Solid Waste Permit or Registration Modification or Temporary Authorization

## **Application Tracking Information**

Facility Name: Center Transfer Station	n
Permittee or Registrant Name: Allie	ed Waste Systems, Inc.
MSW Authorization Number: 2401	
Initial Submission Date: 08/08/2025	
Revision Date:	
	m are provided in <u>form TCEQ-20650-instr</u> <sup>1</sup> . If you have lid Waste Permits Section by email to one at 512-239-2335.
1. Submission Type	
■ Initial Submission	Notice of Deficiency (NOD) Response
2. Authorization Type	
■ Permit □ R	Registration
3. Application Type	
☐ Modification with Public Notice	☐ Modification without Public Notice
☐ Temporary Authorization (TA)	■ Modification for Name Change or Transfer
4. Application Fee	
Amount	
The application fee for a modification	on or temporary authorization is \$150.
Payment Method	
☐ Check	
Online through ePay portal www	3.tceq.texas.gov/epay/
If paid online, enter ePay Trace Nur	mber:

<sup>&</sup>lt;sup>1</sup> www.tceq.texas.gov/downloads/permitting/waste-permits/msw/forms/20650-instr.pdf

5. Electronic Versions of Application
For modifications that require public notice, TCEQ will publish electronic versions of the applications online. Applicants must provide complete electronic copies of their initial applications, responses to notices of deficiencies, and the final technically complete versions. (Refer to instructions for this form for how to submit electronically.)
6. Party Responsible for Mailing Notice
For modifications that require notice, indicate who will be responsible for mailing notice:
■ Applicant
Contact Name: Cole Thompson
Title: Division Sales Manager
Email Address:
7. Confidential Documents
Does the application contain confidential documents?
☐ Yes ■ No
If "Yes", reference the confidential documents in the application, but submit the confidential documents as an attachment in a separate binder marked "CONFIDENTIAL."
documents as an attachment in a separate binder marked CONFIDENTIAL.
8. Facility General Information
Facility Name: Center Transfer Station
Contact Name: Zack Briscoe Title: Division Manager
MSW Authorization Number (if existing): 2401
Regulated Entity Reference Number: RN 110587854
Physical or Street Address: 306 FM 2468
City: Center County: Shelby County State: TX Zip Code: 75935
Phone Number: (936) 591-9695
Latitude (Decimal Degrees): 31.812046
Longitude (Decimal Degrees): -94.177307

Type V

☐ Type VI

9.

☐ Type I

☐ Type IAE

**Facility Types** 

☐ Type IV

☐ Type IVAE

## 10. Description of the Revisions to the Facility

Provide a brief description of revisions to permit or registration conditions and supporting documents referred to by the permit or registration, and a reference to the specific provisions under which the modification or temporary authorization application is being made. Also, provide an explanation of why the modification or temporary authorization is needed:

Application for permit transfer and facility name change pursuant to 30 TAC §305.64 and 305.70(k)(13) in anticipation of the transfer of ownership and operations from R & J Recycling and Disposal Transfer Station, LLC to Allied Waste Systems, Inc.

11. Facility Contact Info	rmation			
Site Operator (Permittee or	Registrant)			
Name: Allied Waste Systems, Inc	<b>.</b>			
Customer Reference Number:	CN_602487241			
Contact Name: Zack Briscoe		Title:	Division Manager	
Mailing Address: 306 FM 2468				
City: Center	County: Shelby		_ State: TX	Zip Code: 75935
Phone Number: (936) 591-9695				
Email Address:		24 m		
Texas Secretary of State (SOS	) Filing Number: $\underline{0}$	007388506	<u> </u>	
Operator (if different from a	Site Operator)			
Name:				
Customer Reference Number:	CN			
Contact Name:	·	_ Title: _		
Mailing Address:				
City:				Zip Code:
Phone Number:				
Email Address:			_	
Texas Secretary of State (SOS	) Filing Number: _			

Consultant (if applicable)
Firm Name:
Consultant Name:
Texas Board of Professional Engineers Firm Registration Number:
Contact Name: Title:
Mailing Address:
City:
Phone Number:
Email Address:
Agent in Service (required for out-of-state applicants)
Name: C T CORPORATION SYSTEM
Mailing Address: 1999 Bryan St, Suite 900
City: Dallas County: Dallas State: TX Zip Code: 75201
Phone Number: (214) 979-1172
Email Address:
12. Ownership Status of the Facility
Is this a modification that changes the legal description, the property owner, or the Site Operator (Permittee or Registrant)?
■ Yes □ No
If the answer is "No", skip the next question and proceed to signature page.
Does the Site Operator (Permittee or Registrant) own all the facility units and all the facility property?
■ Yes □ No
If "No", provide the following information for other owners.
Owner Name:
Mailing Address:
City: State: <u>TX</u> Zip Code:
Phone Number:
Email Address:

## **Signature Page**

#### **Site Operator or Authorized Signatory**

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

Name: Brady Loesch	Title: Vice President of Allied Waste Systems, Inc.
Email Address: Signature:	Date: 8/8/25
Operator or Principal Executive Officer Desi	
To be completed by the operator if the application for the operator.	n is signed by an authorized representative
I hereby designate	any application, submit additional ssion; and/or appear for me at any hearing sal Quality in conjunction with this request sposal Act permit. I further understand that ion, for oral statements given by my cation, and for compliance with the terms used based upon this application.
Signature:	Date:
Notary SUBSCRIBED AND SWORN to before me by the s On this 8 day of AUD, 35	aid Brady Loesch
My commission expires on the 3 day of Resident August 1990 day of Resident 1990 day of Reside	LAURI A TARANGO Notary ID #130092941 My Commission Expires February 3, 2027

Note: Application Must Bear Signature and Seal of Notary Public

# Attachments for Permit or Registration Name Change or Transfer Modification

Refer to instruction document **200650-instr** for professional engineer seal requirements.

## Attachments Table 5. Required attachments.

Required Attachments	Attachment Number
TCEQ Core Data Form(s)	1
Property Legal Description	2
Property Metes and Bounds Description	2
Metes and Bounds Drawings	10
On-Site Easements Drawing	10
Land Ownership Map	3
Land Ownership List	4
Property Owner Affidavit	5
Verification of Legal Status	6
Evidence of Competency	7

## Attachments Table 6. Additional attachments as applicable.

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
■ Signatory Authority Delegation	8
Fee Payment Receipt	9
☐ Confidential Documents	N/A
☐ Final Plat Record of Property	N/A
Assumed Name Certificate	N/A

TCEQ Use Only



# **TCEQ** Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

## **SECTION I: General Information**

						ram application.)	ange/Ownership tran	sfer		
Renewal (Core Data Form should be submitted with the renewal form)										
2. Customer Reference Number (if issued)  Follow this link to search for CN or RN numbers in					3. Re	egulated Entity Reference Number (if issued)				
CN 60301955	55		Central Res		RN 1	RN 110587854				
CTION	II: Custom	er Infor	mation							
. General Cu	stomer Information	5. Effecti	ve Date for Cus	tomer Info	rmation	Updates (mm/dd/	'уууу)	8/11/2025		
New Custon	ner	☑ Update to Cu	stomer Information	on		nge in Regulated Ent	tity Ownership			
Change in Le	egal Name (Verifiable with th	ne Texas Secretar	y of State or Texas	Comptrolle	r of Publi	c Accounts)				
	s Comptroller of Public A			hn)		If new Customer,	enter previous Custon	ner below:		
Stacy I Wershin	g		100	n -						
7. TX SOS/CPA Filing Number 0803550280			8. TX State Tax ID (11 digits) 32073485545			9. Federal Tax ID 10. DUNS applicable, (9 digits) 84-4954976		Number (if		
II Toma of C	ustamarı D.Co.	rporation		T	☐ Indivi	dual	Partnership: Ge	neral 🔲 Limited		
11. Type of Customer: ☐ Corporation ☐ Corporation ☐ Covernment: ☐ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other					Sole	ole Proprietorship				
						13. Independe	ntly Owned and Op	erated?		
12. Number of Employees  □ 0-20 □ 21-100 □ 101-250 □ 251-500 □ 501 and higher						☐ Yes				
14. Custome	r Role (Proposed or Actual)	– as it relates to	the Regulated En	tity listed on	this form	. Please check one o	f the following	100		
□Owner □Occupation	☐ Operator al Licensee ☐ Responsit	I T	Owner & Operat VCP/BSA Appl			⊠ Other	: Former property Ow	vnner .		
	306 FM 2468						No.	4		
15. Mailing								- Park		
Address:	<b>City</b> Center		State	тх	ZIP	75935	ZIP + 4	7251		
	l				9	Address (if applicat		-		

18. Telephone Number	none Number			19. Extension or Code			20. Fax Number (if applicable)			
) -							( ) -			
CTION III:	Regula	ated En	tity 1	Inforn	nation	1	×			
1. General Regulated E	ntity Informa	ition (If 'New F	Regulated E	ntity" is sele	cted, a new	permit applic	ation is also required	)		
New Regulated Entity	Update to	Regulated Enti	ty Name	☑ Update	to Regulated	d Entity Infor	mation			
The Regulated Entity Na as Inc, LP, or LLC).	me submitte	d may be upo	lated, in o	order to me	et TCEQ Co	ore Data St	andards (removal d	of organization	al endings suc	
22. Regulated Entity Na	ne (Enter nam	e of the site wh	nere the reg	gulated actio	n is taking p	lace.)				
Center Transfer Station										
3. Street Address of	306 FM 246	58								
he Regulated Entity:										
No PO Boxes)	City	Center	S	itate	TX	ZIP	75935	ZIP + 4	7251	
24. County	Shelby									
		If no St	reet Addr	ess is provi	ided, fields	25-28 are	required.			
25. Description to	T									
Physical Location:									-	
26. Nearest City						State Ne		rest ZIP Code		
Latitude/Longitude are	required and	l may be add	ed/updat	ed to meet	TCEQ Core	Data Stan	dards. (Geocoding	of the Physical	Address may	
used to supply coordina 27. Latitude (N) In Decir		ne nave beel	provided	a or to gain			(W) In Decimal:			
Degrees	Minutes		Second	ls	Deg	grees	Minutes		Seconds	
				¥0.						
29. Primary SIC Code 30. Secondary SI (4 digits) (4 digits)		IC Code		<b>31. Prim</b> (5 or 6 di	ary NAICS	Lode	Gecondary NAI	CS Code		
4953					562212					
33. What is the Primary	Business of	this entity?	(Do not re	peat the SIC	or NAICS des	scription.)				
Recycling & disposal of refu	ise collected									
306 FM 2468										
34. Mailing										
				State	TX	ZIP	75935	ZIP + 4	7251	
	City	Center								
Address:	City	Center			1		na n			
Address: 35. E-Mail Address:	City	Center	37. E	xtension o	r Code	38	. Fax Number (if ap	olicable)		
34. Mailing Address: 35. E-Mail Address: 36. Telephone Number (936) 591-9695	City	Center	37. E	xtension o	r Code		. Fax Number (if ap	olicable)		

☐ Dam Safety  ☑ Municipal Solid Waste	☐ Districts ☐ New Source	Edwards Aquit	2000 A 77 A 77		missions Inventory Air	
	New Source	01.1				
2404	Review Air	OSSF			Petroleum Storage Tank	☐ PWS
2401						
Sludge	Storm Water	☐ Title V Air			Tires	Used Oil
☐ Voluntary Cleanup	☐ Wastewater	☐ Wastewater A	griculture		Water Rights	Other:
ECTION IV:	Preparer Inf	ormation				
10. Name: Stacy We	rshing		41. Tit	le:	Manager	
12. Telephone Number	43. Ext./Code	44. Fax Number	45. E	-Mail A	ddress	
936 ) 591-9695	N/A	( ) -			34,000	
Name (In Print): Sta	cy I Wershing	, ,			Phone:	( 936 ) 591- <b>9695</b>
No. of the latest and	J Recycling and Disposal Tranf  cy I Wershing	er station, LLC	Job Ti	ue:	Manager Phone:	( 936 ) 591- 9695
Signature:	Nov 1.	Westing	I a company		Date:	8/6/2025
	1	10000				
		3				
		0				
		i				

**TCEQ Use Only** 



## **TCEQ Core Data Form**

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

## **SECTION I: General Information**

1. Reason for Submission (If other is checked please describe in space provided.)											
☐ New Perr	nit, Registra	ation or Authorization	(Core Data Form	should be s	submitte	d with	the prog	ram application.)			
Renewal (Core Data Form should be submitted with the renewal form)					<b>□</b> 0	Other Name Change/Ownership Transfer			sfer		
2. Customer	2. Customer Reference Number (if issued) Follow this link to s									sued)	
CN 6024872	241			or CN or RN Central R			RN 110587854				
SECTIO	N II:	Customer	Inform	ation	<u>1</u>						
4. General Cu	ustomer In	formation	5. Effective D	Date for Cu	ustome	r Infor	mation	Updates (mm/dd/	уууу)		8/11/2025
New Custon	mer	×υ	  pdate to Custon	ner Informat	tion		Char	nge in Regulated Ent	ity Own	ership	
Change in L	egal Name	(Verifiable with the Tex	kas Secretary of	State or Tex	as Comp	troller	of Public	Accounts)		·	
The Custome	r Name su	ıbmitted here may l	be updated au	tomatical	ly based	d on w	hat is c	urrent and active	with th	ne Texas Secr	etary of State
(SOS) or Texa	s Comptro	oller of Public Accou	ınts (CPA).								
6. Customer	Legal Nam	ne (If an individual, pri	nt last name firs	t: eg: Doe, J	lohn)			If new Customer,	enter pre	evious Custome	er below:
Allied Waste Sy	ystems, Inc.										
7. TX SOS/CP	A Filing N	umber	8. TX State T	<b>ax ID</b> (11 d	ligits)			9. Federal Tax ID 10. DUNS Number (if			lumber (if
0007388506			13627502522					(9 digits)			
11. Type of C	ustomer:		tion			[	Individ	ridual Partnership: ☐ General ☐ Limi			eral 🗌 Limited
Government: [	City 🔲 🤇	County 🗌 Federal 📗	Local 🗌 State	Other		[	Sole Proprietorship Other:				
12. Number	of Employ	ees					13. Independently Owned and Operated?				rated?
0-20	21-100	101-250 251-	500 🛭 501 a	nd higher				☐ Yes [	⊠No		
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following											
Owner     Operator     Owner & Operator       Occupational Licensee     Responsible Party     VCP/BSA Applicant   Other:											
15. Mailing	2815 N H	lighway 42									
Address:											
	City	Kilgore		State	TX		ZIP	79662		ZIP + 4	
16. Country I	16. Country Mailing Information (if outside USA)					17. E-Mail Address (if applicable)					

18. Telephone Number		19. Extension or Code 20. Fax Number (if applicable)							
( 903 ) 522-8644		( ) -							
SECTION III: I	Regula	ted Enti	ty Inform	ation	1				
21. General Regulated En	tity Informa	tion (If 'New Regu	lated Entity" is select	ted, a new p	ermit applica	ition is al	so required.)		
☐ New Regulated Entity [	Update to	Regulated Entity N	ame 🔲 Update to	o Regulated	Entity Inform	nation			
The Regulated Entity Namas Inc, LP, or LLC).	The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).								
22. Regulated Entity Nam	e (Enter name	e of the site where	the regulated action	is taking pl	ace.)				
Center Transfer Station									1
23. Street Address of the Regulated Entity:	306 FM 246	3							
									_
(No PO Boxes)	City	Center	State	TX	ZIP	75935	;	ZIP + 4	7251
24. County	Shelby								
		If no Street	Address is provid	ed, fields 2	25-28 are re	quired.			
25. Description to	FACILITY LOC	ATED ON FM 2468	3 APPROX 830 FT NW	OF THE INT	ERSEC OF FM	1 2468 AN	ND FM 699 IN SI	HELBY CO TX	NEAR THE CITY OF
Physical Location:	CENTER								
26. Nearest City						State		Nea	rest ZIP Code
Center						TX		7593	35
Latitude/Longitude are re used to supply coordinate					Data Stando	ırds. (Ge	ocoding of th	e Physical	Address may be
27. Latitude (N) In Decima	al:	31.812046		28. Longitude (W			cimal:	-94.17730	)7
Degrees	Minutes	So	econds	Degre	ees	Minutes			Seconds
29. Primary SIC Code	30. 9	Secondary SIC Co	ode		ry NAICS Co	de	32. Seco	ndary NAIC	CS Code
(4 digits)	(4 di	gits)		(5 or 6 digi	ts)		(5 or 6 dig	its)	
4953	4953 562212								
100	33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)								
Recycling and disposal transfer station									
34. Mailing	306 FM 2468 34. Mailing								
Address:									
	City	Center	State	тх	ZIP	75935		ZIP + 4	7251
35. E-Mail Address:									
36. Telephone Number			37. Extension or C	ode	38. F	ax Num	ber (if applicab	le)	
(936) 598-3014 ( ) -									

TCEQ-10400 (11/22) Page 2 of 3

☐ Dam Safety		Districts	Edwards Aquifer		Emissions Inventory Ai	r Industrial Hazardous Wa		
Municipal Solic	Waste	New Source Review Air	OSSF		Petroleum Storage Tan	k PWS		
#2401								
Sludge Sludge		Storm Water	☐ Title V Air		Tires	Used Oil		
#24207								
☐ Voluntary Clea	nup	Wastewater	☐ Wastewater Agric	ulture	Water Rights	Other:		
ECTION	IV: Pr	eparer Inf	ormation					
O. Name: Ad	lam Hart		κ.	41. Title:	Team Environmental	Manager		
2. Telephone Nu	mber	43. Ext./Code	44. Fax Number	45. E-Mai	l Address			
903 ) 539-4065			( ) -					
ECTION	V: Διι	thorized S	Signature					
By my signature b	elow, I certify	, to the best of my kno				plete, and that I have signature authors identified in field 39.		
ompany:	Allied Waste Systems, Inc.			Job Title:	Vice President	/ice President		
ame (In Print):	Brady Loe	esch			Phone:	(903) 522- 8644		
gnature:	Hro		<del>)</del>		Date:	8/8/25		
		11/						

TCEQ-10400 (11/22) Page 3 of 3

## **Attachment 2: Property Legal Descriptions**

#### Tract 1:

BEING all that certain tract or parcel of land lying and situated in Shelby County, Texas, out of the N. SMITH SURVEY, ABSTRACT NO. 644 and being a part or portion of that certain 74.36-acre tract described in a deed from Helen Rodgers to Billy D. Rodgers dated June 15, 1998 and recorded in Volume 840 on Page 585 of the Deed Records of Shelby County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit BEGINNING at an interior ell corner of the aforesaid referred to 74.36-acre tract and the Southwest corner of that certain 25-acre tract described in a deed from Jerry W. Warren et ux to Fairy Graves et ux dated September 17, 1976, and recorded in Volume 523 on Page 567 of the Deed Records of Shelby County, Texas. a 3/4" pipe found for corner;

THENCE S 73 Degrees 07' 13" E with a North boundary line of the said 74.36 acre tract and the South boundary line of the said 25 acre tract, at 165.16 feet pass on line a 1/2" pipe set for reference, at 180.16 feet an angle corner of that certain 4.578 acre tract described in a deed from Citizens Bank to Kenneth Campbell, Sr., Trustee of the Kenneth Campbell, Sr. Family Trust dated April 18, 2012 and recorded In Document No. 2012002446 of the Deed Records of Shelby County, Texas, a point for corner in the centerline of a branch;

THENCE nine calls severing the said 74.36-acre tract, with the North boundary line of the said 4.578 acre tract and with the centerline of the said branch as follows:

- (1) S 43° 03' 16" W, at 27.57 feet a point for corner;
- (2) S 64° 26' 54" W, at 20.29 feet a point for corner;
- (3) N 61° 00' 28" W, at 33.09 feet a point for corner;
- (4) S 75° 36' 53" W, at 48.42 feet a point for corner;
- (5) N 79° 13' 30" W, at 45.80 feet a point for corner;
- (6) N 79° 17' 44" W, at 63.66 feet a point for corner;
- (7) N 73° 51' 53" W, at 25.34 feet a point for corner;
- (8) N 72° 49' 43" W, at 31.82 feet a point for corner;

and containing 4.11 acres of land, more or less.

(9) N 81° 12" W, at 23.90 feet the Northwest corner of the said 4.578-acre tract in the Southwest boundary line of the said 74.36-acre tract and the centerline of F.M. Highway No. 2468 (100 feet wide right-o-way), a pk nail set for corner;

THENCE N 36° 50' 03" W with the Southwest boundary line of the said 74.36-acre tract and the centerline of F.M. Highway No. 2468, at 500.00 feet a pk nail set for corner;

THENCE N 57° 42' 43" E severing the said 74.36-acre tract at 50.16 feet pass on line a 1/2" pipe set for reference, at 509.24 feet intersect the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the said 25 acre tract, a 1/2" pipe set for corner; THENCE S 00° 23' 00" W with the Northernmost East boundary line of the said 74.36-acre tract and the West boundary line of the said 25-acre tract, at 635.46 feet the point and place of beginning

#### **ALSO BEING DESCRIBED AS:**

Description of a 4.109 acre tract of land situated in the N. Smith Survey, Abstract No. 644, Shelby County, Texas and being all of that tract of land conveyed to R & J Recycling & Disposal Transfer Station, LLC by General Warranty Deed recorded in County Clerk's Instrument No. 2023002140, Deed Records, Shelby County, Texas; said 4.109 acre tract also being more particularly described by metes and bounds as follows;

BEGINNING, at a point (4-inch wood post found for reference South 32 degrees 52 minutes 45 seconds West, 0.99 feet) at an interior corner of said 4.109 acre tract; said point also being the southwest corner of a 26.555 acre tract of land conveyed to Juan De Dios Perez Ramirez and Elias Ramirez by Warranty Deed with Vendor's Lien recorded in County Clerk's Instrument No. 2025000827, Deed Records, Shelby County, Texas;

THENCE, South 76 degrees 29 minutes 35 seconds East (record calls South 73 degrees 07 minutes 13 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 180.16 feet to a point at the east corner of said 4.109 acre tract; said point also being the easternmost northwest corner of a 4.578 acre tract of land conveyed to Londa Hohimer Campbell by Deed recorded in County Clerk's Instrument No. 2018002023, Deed Records, Shelby County, Texas; said point also being on the centerline of a branch of Prairie Creek;

THENCE, with the common line of said 4.109 acre tract and 4.578 acre tract and along the centerline of said branch of Prairie Creek, the following metes and bounds;

South 39 degrees 40 minutes 54 seconds West (record calls South 43 degrees 03 minutes 16 seconds West), leaving said 26.555 acre tract, a distance of 27.57 feet to a point for angle corner;

South 61 degrees 04 minutes 32 seconds West (record calls South 64 degrees 24 minutes 54 seconds West), a distance of 20.29 feet to a point for angle corner;

North 64 degrees 22 minutes 50 seconds West (record calls North 61 degrees 00 minutes 28 seconds West), a distance of 33.09 feet to a point for angle corner;

South 72 degrees 14 minutes 31 seconds West (record calls South 75 degrees 36 minutes 53 seconds West), a distance of 48.42 feet to a point for angle corner;

North 82 degrees 35 minutes 52 seconds West (record calls North 79 degrees 13 minutes 30 seconds West), a distance of 45.80 feet to a point for angle corner;

North 82 degrees 40 minutes 06 seconds West (record calls North 79 degrees 17 minutes 44 seconds West), a distance of 63.66 feet to a point for angle corner;

North 77 degrees 14 minutes 15 seconds West (record calls North 73 degrees 51 minutes 53 seconds West), passing, at a distance of 1.18 feet a point on the apparent northeast right-of-way

line of F.M. Highway 2468 (100 feet wide); continuing, in all, a total distance of 25.34 feet to a point for angle corner;

North 76 degrees 12 minutes 05 seconds West (record calls North 72 degrees 49 minutes 43 seconds West), a distance of 31.82 feet to a point for angle corner;

North 84 degrees 41 minutes 34 seconds West (record calls North 81 degrees 19 minutes 12 seconds West), a distance of 23.90 feet to a point at the south corner of said 4.109 acre tract; said point also being the westernmost northwest corner of said 4.578 acre tract; said point also being in the centerline of said F.M. Highway 2468;

THENCE, North 40 degrees 12 minutes 25 seconds West (record calls North 36 degrees 50 minutes 03 seconds West), with said centerline, a distance of 500.00 feet to a point at the west corner of said 4.109 acre tract; said point also being the south corner of a tract of land conveyed to Stacy I. Wershing (no recording information found);

THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 4.109 acre tract and Wershing tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468; continuing, in all, a total distance of 509.24 feet to a 1/2-inch iron rod with (illegible) cap found at the north corner of said 4.109 acre tract; said point also being the east corner of said Wershing tract; said point also being on the west line of said 26.555 acre tract;

THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 635.46 feet to the POINT OF BEGINNING;

CONTAINING, 179,008 square feet or 4.109 acre tract of land, more or less.

#### Tract 2:

BEING all that certain tract or parcel of land lying and situated in Shelby County, Texas, out of the N. SMITH SURVEY, ABSTRACT NO. 644 and being a part or portion of that certain 74.36 acre tract described in a deed from Helen Rodgers to Billy D. Rodgers dated June 15, 1998 and recorded in Volume 840 on Page 585 of the Deed Records of Shelby County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit:

BEGINNING at the North corner of that certain 4.11 acre tract described in a deed from Billy D. Rodgers et ux to Stacy I. Wershing dated October 31, 2018 and recorded in Document No. 2018003584 of the Deed Records of Shelby County, Texas in the East boundary line of the aforesaid referred to 74.36 acre tract and the West boundary line of that certain 25 acre tract described in a deed from Jerry W. Warren et ux to Fairy Graves et ux dated September 17, 1976 and recorded in Volume 523 on Page 567 of the Deed Records of Shelby County, Texas (said

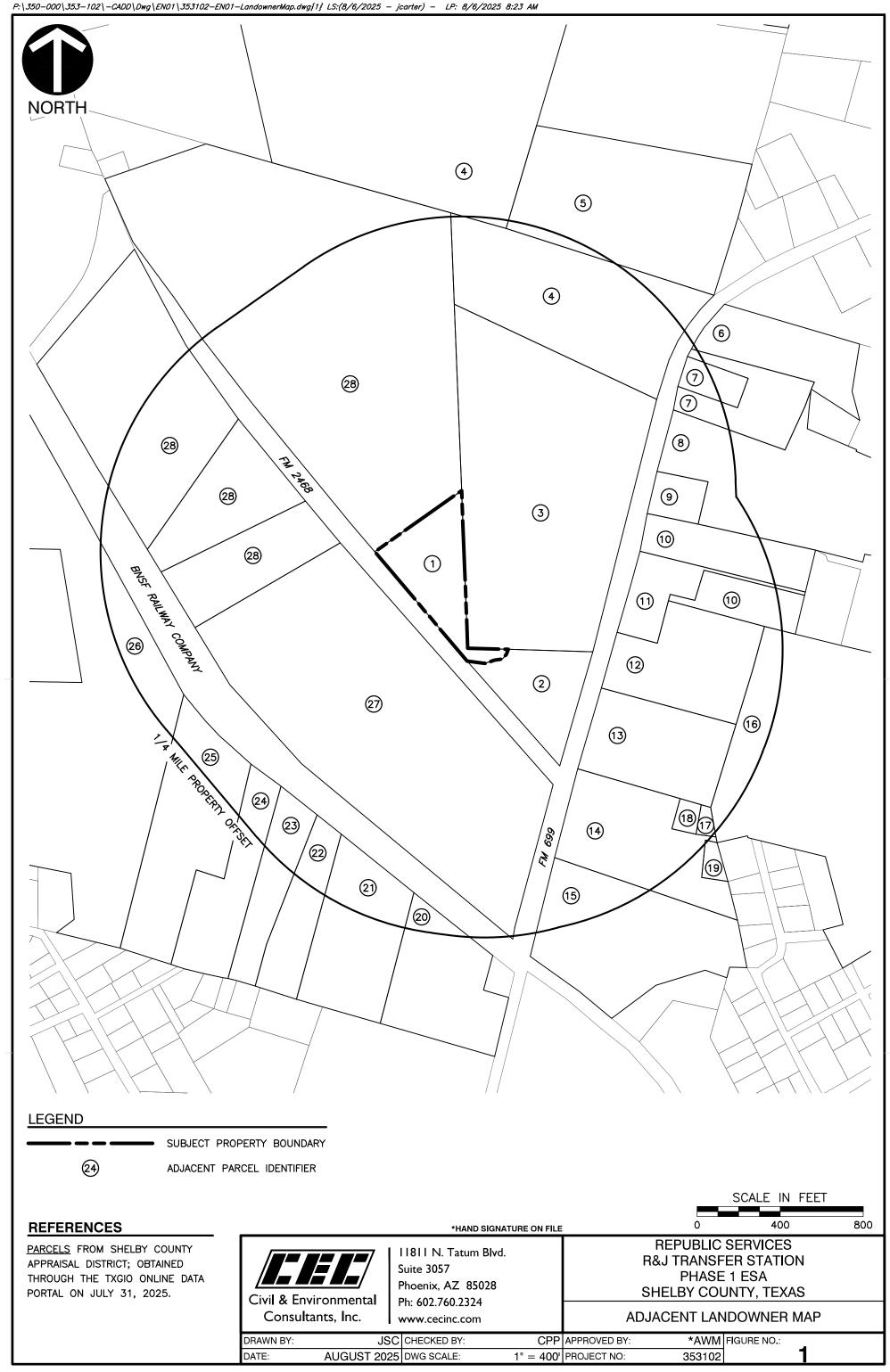
4.11 acre tract being a part or portion of the said 74.36 acre tract), a 1/2" pipe found for corner, said corner referenced by a 3/4" pipe bearing S 00° 23' 00" W 635.46 feet;

THENCE S 57° 42' 43" W with the Northeast boundary line of the said 4.11 acre tract and severing the said 74.36 acre tract, at 459.08 feet pass on line a 1/2" pipe found for reference in the Northeast right-of-way line of F.M. Highway No. 2468 (100 feet wide right-of-way), at 509.24 feet the West corner of the said 4.11 acre tract in the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, a point for corner;

THENCE N 36° 50' 03" W with the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, at 81.16 feet a point for corner;

THENCE N 57° 42' 43" E severing the said 74.36 acre tract, at 50.16 feet pass on line a 1/2" pipe set for reference in the Northeast right-of-way line of F.M. Highway No. 1468, at 567.56 feet intersect the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the aforesaid 25 acre tract, a ½" pipe set for corner, said corner witnessed by a fence corner bearing N 00° 23' 00" E 873.57 feet;

THENCE S 00° 23' 00" W with the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the said 25 acre tract, at 96.11 feet the point and place of beginning and containing 1.00 acre of land more or less.



### LANDOWNERS LIST

The following table lists the names and mailing addresses of the adjacent and potentially affected landowners around the Transfer Station's permit boundary (and easement holders located within the property permit boundary). The list is based on the Shelby County Appraisal District records and includes all property owners within 1/4 mile of the site (as of August 2025). Refer to the Figure 1 Land Ownership Map, for location of the properties. The numbering of this list corresponds to the numbers of the Land Ownership Map.

Number	Name	Address
1	R & J RECYCLING & DISPOSAL TRANSFER	1008 SOUTHVIEW CIR, CENTER, TX 75935
	STATION LLC	
2	CAMPBELL LONDA HOHIMER	P O BOX 1588, CENTER, TX 75935
3	RAMIREZ JUAN DE DIOS PEREZ & RAMIREZ	445 FM 699, CENTER, TX 75935
	ELIAS	
4	RODGERS BILLY D	P O BOX 1228, CENTER, TX 75935
5	REYNOLDS CAROLYN, A SINGLE PERSON	123 CR 3648, CENTER, TX 75935
6	PATILLO WAYNE O	532 FM 699, CENTER, TX 75935
7	CHISENHALL EDDIE J & SUE A	494 FM 699, CENTER, TX 75935
8	AMBURN MEGAN	450 FM 699, CENTER, TX 75935
9	HUGHES JAMES E & SHIRLEY	388 FM 699, CENTER, TX 75935
10	SMITH BENNY JOE & THELMA	348 FM 699, CENTER, TX 75935
11	LEE BRIAN J & KIMBERLY CHANTAY	348 FM 699, CENTER, TX 75935
12	Multiple Owners	108 LANDMARK INN COURT,
		GEORGETOWN, TX 78633 No Address
13	SANTANA NEHEMIAS & LORI	1094 FM 2140, CENTER, TX 75935
14	WELLS JASON	6712 US HIGHWAY 96 S, CENTER, TX 75935
15	S2 ENTERPRISES OF TX LLC	220 TENAHA STREET, CENTER, TX 75935
16	LISTER SHAQUANDRICK D	1034 RANDOLPH DR, DESOTO, TX 75115
17	GARCIA NOEMI	1101 COTTON FORD ROAD LOT #19,
18	CELEDON DAVID ESTRADA	CENTER, TX 75935 601 NACOGDOCHES ST, CENTER, TX 75935
19	RODRIGUEZ ROMAN & ADELA	1101 COTTON FORD RD LOT 10, CENTER,
19	RODRIGUEZ KOIVIAN & ADELA	TX 75935
20	PEACE MAT L	c/o CHERYL PEACE SPEEDY P O BOX 1842, CENTER, TX 75935
21	MORENO ALFREDO LEON & GARCIA	208 PORTER ST, CENTER, TX 75935
	TARETH NAYELY CEBALLOS	
22	DIAZ ANTONIO & ROSA	3505 CR 1490, CENTER, TX 75935
23	MARTIN MARFELIA D	PO BOX 1046, CENTER, TX 75935
24	WAH SI & LA PRI ZA	702 HUTCHINS, CENTER, TX 75935
25	HALL CATHRYN E	213 KATY B LN, BASTROP, TX 78602
26	T & C MANAGEMENT LLC	616 TENAHA ST, CENTER, TX 75935

27	KASPAR KIDS JOINT VENTURE CENTER	1565 STATE HWY 95 N, YOAKUM, TX 77995
	PROPERTY LLC	
28	PORTACOOL LLC	721 FM 2468, CENTER, TX 75935
29	WERSHING STACY I	PO BOX 2047, CENTER, TEXAS 75935

#### **Attachment 5**

### **Property Owner Affidavit**

I, Brady Loesch, as Vice President for Allied Waste Systems, Inc., acknowledge that the State of Texas may hold me either jointly or severally responsible for the operation, maintenance, and closure of the facility. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active life, and after closure, for the purpose of inspection and maintenance, if required.

Date: 8/8/25

Signed: \_

Brady Loesch Vice President

Allied Waste Systems, Inc.

Error! Unknown document property name.



## Office of the Secretary of State

### **Certificate of Fact**

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for ALLIED WASTE SYSTEMS, INC. (file number 7388506), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on August 26, 1987.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 15, 2025.



gave Helson

Jane Nelson Secretary of State

## **Attachment 6.2**

## Verification of Legal Status/Legal Authority

Table 1
Persons having greater than 20% ownership in the facility

Name	Title	Contact Information
Allied Waste North America,	Sole member of Allied Waste	18500 North Allied Way
LLC	Systems, Inc. (100%	Phoenix, AZ 85054
	Ownership)	(480) 627-2700

## **Attachment 7.1**

## **Evidence of Competency**

Table 2

Texas solid waste sites owned or operated within the last ten years

Site Name	Site Type	Permit/Reg. No.	County	Dates of Operation
Fort Worth Southeast Landfill	Landfill	Solid Waste Permit to Operate Number 218C	Tarrant	2003-Present

## **Attachment 7.2**

## **Evidence of Competency**

Table 3
Solid waste sites in all states, territories, or countries in which the owner or operator has a direct financial interest

Site Name	Location	Dates of Operation	Regulatory Agency
			(Name and Address)
Cheyenne Transfer Station	475 County Road 128A Cheyenne, WY 82007	2020-Present	WY Department of Environmental Quality 200 W 17th Street Cheyenne, WY 82002
Clinton Transfer Station	E Commerce Street, Rt 1 SE of City Clinton, OK 73601	1996-Present	OK Department of Environmental Quality 707 N Robinson Ave Oklahoma City, OK 73102
Holland Transfer Station	4368 60th Street Holland, MI 4943	2005-Present	MI Department of Environment, Great Lakes, and Energy 525 W Allegan Street Lansing, MI 48909
Martinez Transfer Station	951 Waterbird Way Martinez, CA 94553	1999-Present	Contra Costa Environmental Health 2120 Diamond Boulevard Concord, CA 94520
Metropolitan Landfill	Orr Road Albany, IN 47320	1980-1985	IN Department of Environmental Management 100 N Senate Ave

			Indianapolis, IN 46204
Peabody Transfer Station	300 Forest Street Peabody, MA 01961	2000-Present	MA Department of Environmental Protection 150 Presidential Way Woburn, MA 01801
Plainville Landfill	14 Belcher Street Plainville, MA 02762	1984-Present (closed 2007)	MA Department of Environmental Protection 20 Riverside Drive Lakeville, MA 02347
Roxbury Transfer Station	66 Norfolk Ave Roxbury, MA 02119	1998-Present	MA Department of Environmental Protection 100 Cambridge Street Boston, MA 02114
Staten Island Transfer Station (NOTE: Allied Waste Systems, Inc. is the operator, not owner)	600 W Service Road Staten Island, NY 10314	2006-Present	NY State Department of Environmental Conservation 625 Broadway Albany, New York 12233
Weatherford Transfer Station	600 S Access Road Weatherford, OK 73036	1996-Present	OK Department of Environmental Quality 707 N Robinson Ave Oklahoma City, OK 73102

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## **Attachment 7.3**

## **Evidence of Competency**

## Table 4

# Names of principals and supervisors of owner's and operator's organization, and previous affiliations with other organizations engaged in solid waste activities

Name (Title)	Previous Affiliation	Other Organization
Brady Loesch (Area President)	None	None
Modesto Dominguez (Area Vice President)	None	None
	District Engineer	BFI Waste Services of Texas, LP
Scott Trebus (Area Environmental Manager)	Senior Gas Engineer	Browning Ferris Gas Services
	Region Vice President	Emcon/Owt Shaw Environmental
Allied Waste North America, LLC	Majority Member	Allied Services, LLC
Allied Waste North America, LLC	Parent	Allied Waste Industries (Arizona), Inc.
Allied Waste North America, LLC	Parent	Allied Waste Industries of Illinois, Inc.
Allied Waste North America, LLC	Parent	Allied Waste Industries of Tennessee, Inc.
Allied Waste North America, LLC	Minority Partner	Benson Valley Landfill General Partnership
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Alabama, LLC
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Georgia, LLC
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Mississippi, LLC
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Virginia, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Services, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Alabama, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Arkansas, LLC

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Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Georgia, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Louisiana, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Mississippi, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Missouri, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Oklahoma, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Tennessee, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Virginia, LLC
Allied Waste North America, LLC	Parent	Bond County Landfill, Inc.
Allied Waste North America, LLC	Parent	Borrego Landfill, Inc.
Allied Waste North America, LLC	Parent	Brickyard Disposal & Recycling, Inc.
Allied Waste North America, LLC	Sole Member	Bridgeton Landfill, LLC
Allied Waste North America, LLC	Sole Member	Brunswick Waste Management Facility, LLC
Allied Waste North America, LLC	Sole Member	Butler County Landfill, LLC
Allied Waste North America, LLC	Sole Member	Cactus Waste Systems, LLC
Allied Waste North America, LLC	Parent	CC Landfill, Inc.
Allied Waste North America, LLC	Sole Member	Chilton Landfill, LLC
Allied Waste North America, LLC	Parent	City-Star Services, Inc.
Allied Waste North America, LLC	Minority Partner	Clinton County Landfill Partnership
Allied Waste North America, LLC	Parent	Cocopah Landfill, Inc.
Allied Waste North America, LLC	Parent	Copper Mountain Landfill, Inc.
Allied Waste North America, LLC	Minority Partner	County Line Landfill Partnership
Allied Waste North America, LLC	Sole Member	Courtney Ridge Landfill, LLC
Allied Waste North America, LLC	Parent	Denver RL North, Inc.

Allied Waste North America, LLC	Parent	Dinverno, Inc.
Allied Waste North America, LLC	Parent	Elder Creek Transfer & Recovery, Inc.
Allied Waste North America, LLC	Minority Member	Ellis Scott Landfill MO, LLC
Allied Waste North America, LLC	Parent	Environmental Development Corp.
Allied Waste North America, LLC	Sole Member	Forest View Landfill, LLC
Allied Waste North America, LLC	Parent	Forward, Inc.
Allied Waste North America, LLC	Minority Member	Great Plains Landfill OK, LLC
Allied Waste North America, LLC	Minority Partner	Green Valley Landfill General Partnership
Allied Waste North America, LLC	Sole Member	Hancock County Development Company, LLC
Allied Waste North America, LLC	Minority Partner	Illiana Disposal Partnership
Allied Waste North America, LLC	Parent	Illinois Valley Recycling, Inc.
Allied Waste North America, LLC	Parent	Imperial Landfill, Inc.
Allied Waste North America, LLC	Sole Member	Jefferson City Landfill, LLC
Allied Waste North America, LLC	Minority Partner	Lake County C & D Development Partnership
Allied Waste North America, LLC	Parent	LandComp Corporation
Allied Waste North America, LLC	Minority Member	Lee County Landfill SC, LLC
Allied Waste North America, LLC	Sole Member	Lemons Landfill, LLC
Allied Waste North America, LLC	Parent	Loop Transfer, Incorporated
Allied Waste North America, LLC	Sole Member	Madison County Development, LLC
Allied Waste North America, LLC	Parent	Mesa Disposal, Inc.
Allied Waste North America, LLC	Minority Member	N Leasing Company, LLC
Allied Waste North America, LLC	Minority Partner	Newton County Landfill Partnership
Allied Waste North America, LLC	Sole Member	Northeast Landfill, LLC

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Allied Waste North	Parent	Northlake Transfer, Inc.
America, LLC Allied Waste North America, LLC	Parent	Oakland Heights Development, Inc.
Allied Waste North America, LLC	Parent	Oscar's Collection System of Fremont, Inc.
Allied Waste North America, LLC	Parent	Palomar Transfer Station, Inc.
Allied Waste North America, LLC	Minority Member	Pinecrest Landfill OK, LLC
Allied Waste North America, LLC	Parent	Ramona Landfill, Inc.
Allied Waste North America, LLC	Parent	RCS, Inc.
Allied Waste North America, LLC	Minority Member	Republic Services Environmental Solutions II, LLC
Allied Waste North America, LLC	Minority Member	Republic Services Environmental Solutions III, LLC
Allied Waste North America, LLC	Parent	Sangamon Valley Landfill, Inc.
Allied Waste North America, LLC	Parent	Sauk Trail Development, Inc.
Allied Waste North America, LLC	Sole Member	Show-Me Landfill, LLC
Allied Waste North America, LLC	Sole Member	Southeast Landfill, LLC
Allied Waste North America, LLC	Minority Partner	Springfield Environmental General Partnership
Allied Waste North America, LLC	Parent	Upper Rock Island County Landfill, Inc.
Allied Waste North America, LLC	Parent	Wasatch Regional Landfill, Inc.
Allied Waste North America, LLC	Parent	Wayne County Landfill IL, Inc.
Allied Waste North America, LLC	Sole Member	Willow Ridge Landfill, LLC

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## LEVELS OF AUTHORITY POLICY

Note: This Policy is the property of Republic Services, Inc. and/or its subsidiaries (collectively referred to herein as "Republic" or the "Company") and is to be used in connection with the conduct of Republic's business. This Policy is not intended to and does not constitute or create contractual terms of employment. Refer to the <u>Policies and Procedures Manual</u> ("PPM") section of <u>Inside Republic Services</u> for the most current versions of Republic's Policies.

POLICY NUMBER: LOA-101 CATEGORY: Levels of Authority

ORIGINAL EFFECTIVE DATE: 12/05/2008 LATEST REVISION DATE: 9/23/2024

POLICY CONTACT(S) AND QUESTIONS: Director, Ethics & Compliance

Questions also may be directed to

#### POLICY HIGHLIGHTS:

- Provides required scope and levels of management needed to review and approve significant business transactions and other commitments prior to their consummation.
- Provides guidance as to those positions/titles authorized to sign appropriate documentation to effectuate business transactions and other commitments – subject to all required approvals within the Levels of Authority.

#### **PURPOSE**

This Policy defines the scope and levels of management required to review and approve business transactions and other commitments ("Levels of Authority") as delegated by Republic Services, Inc. ("Parent Company"), for itself and its subsidiaries ("Subsidiaries") (collectively, the Parent Company and Subsidiaries are referred to herein as "Republic" or the "Company"). This Policy further provides guidance as to those positions/titles that are authorized to sign the appropriate documentation to effectuate business transactions and other commitments on behalf of the Company, subject to all required approvals within the Levels of Authority being granted.

### **SCOPE**

This Policy applies to all employees and third parties acting as representatives of the Company. Managers are expected to review this Policy with their employees and any representatives as it applies to positions and responsibilities to ensure an understanding of the requirements and that all approvals and signatures are properly obtained.

#### REQUIREMENTS AND RESPONSIBILITIES

#### Approval Authority

The Levels of Authority set forth all required levels of management that need to review and approve significant business transactions and other commitments prior to their consummation ("Approval Authority"). Unless indicated in the Levels of Authority, the designated Approval Authority may not be further delegated. All approvals must be documented in writing (includes emails and electronic signatures as acceptable formats) and retained for auditing purposes.

It is the responsibility of the Corporate Departments, having oversight of those transactions as set forth in the Levels of Authority, to establish and coordinate formal review processes to ensure that the appropriate responsible parties have performed all required reviews and due diligence **prior** to submitting documents to the designated Approval Authority. For example, Engineering, Finance and Legal approvals may not be included under the required Approval Authority; however, prior review may be required under the due diligence procedures established by the Corporate Departments.

#### **Combining Transactions**

Dividing a transaction into two or more parts to evade a limit of authority is prohibited and is a violation of this Policy. The Levels of Authority shall be interpreted broadly so that a series of reasonably related transactions and expenditures shall be considered as a single transaction for purposes of determining approval and authority levels required by this Policy.

#### Policy Exceptions

The CEO, COO, CFO or CLO may approve exceptions to this Policy, but not beyond the limits of their authority. Any exceptions must be documented in writing and maintained by the Director, Ethics & Compliance.

### Signatory Authority

The required Approval Authority as set forth in the Levels of Authority does not represent the authorization to sign documents on behalf of the Parent Company and/or its Subsidiaries. Only those individuals and/or positions/titles that have been formally designated with the authority to sign documents as an officer or authorized agent by the appropriate governing authorities of the Parent Company and Subsidiaries may do so ("Signatory Authority"). The Levels of Authority provide a listing of positions/titles by action with Signatory Authority to execute documents (on behalf of the appropriate legal entity that is party to the specified transaction) for effectuating business transactions and other commitments **after** all Approval Authority requirements within the Levels of Authority have been granted in writing.

In addition to positions designated as authorized agents to sign certain documents, elected officers of the Parent Company and respective Subsidiaries have implied Signatory Authority to execute all documents on behalf of such legal entities. Examples include (i) Area Presidents serve as officers of Subsidiaries operating within their Areas; (ii) and Senior Vice President, Operations serves as an officer of all operating Subsidiaries. For additional information on routine signatory authorizations, refer to the <u>Global Signatory Authority Resolutions</u> as posted under the <u>Legal Department section</u> on <u>Inside Republic Services</u>.

Under no circumstances may any officer or designated authorized agent of Subsidiaries sign or agree to any obligation or agreement in the name or on behalf of the Parent Company (Republic Services, Inc.) or of any other legal entity of which the person is not authorized to do so. Any questions as to those elected officers that are authorized to sign on behalf of any Subsidiaries should be directed to the <u>Legal Department</u>. Inquiries related to officers of the Parent Company should be directed to the Senior Manager, Ethics & Compliance. For information as to the Subsidiaries and proper legal entity and fictitious names assigned to each operating location, refer to the <u>Legal Entity by Division List</u> as posted under the <u>Legal Department section</u> on <u>Inside Republic Services</u>.

#### Ethics and Compliance Responsibilities

All employees and third parties acting as representatives are expected to observe high standards of business and personal ethics in the conduct of their duties and responsibilities for Republic. Employees approving transactions and/or executing documents are required to ensure that all appropriate reviews and approvals required by the Levels of Authority and all other relevant policies and procedures of the Company have been obtained and that the appropriate documentation of these approvals is maintained. Violations of this Policy can significantly damage the Company and expose it to unintended legal and business consequences. Employees found to be in violation of this Policy may be subject to disciplinary action, up to and including termination of employment. Employees should report all instances of non-compliance with this Policy to a member of management or at EthicsandCompliance@RepublicServices.com.

## POLICIES, PROCEDURES AND OTHER RESOURCES

- Code of Business Ethics and Conduct
- PPM SharePoint Site
- Speak Up Poster

# SECTION 14: ENVIRONMENTAL PERMITS AND REPORTS – continued

[Note: Any indemnification provisions are subject to the Approval Authority set forth in Section 1 of this policy.]

The following Approval Authority and Signatory Authority under this Section 14 do not apply to the Parent Company (Republic Services, Inc.)

	(Clean Water Act)	
DESCRIPTION OF ACTIONS	APPROVAL AUTHORITY (Approvals Required Prior to Signing Documents to Effectuate Transaction) [Click Here for List of Abbreviated Titles] [Click Here for Further Guidance]	SIGNATORY AUTHORITY (Authorized to Sign Transaction Documents) [Click Here for Further Guidance]
NPDES Permit Applications, Stormwater Permits, Applications/NOI. (Federal Citation 40 CFR 122.22 (a)(1), 123 (a)(5)	<ul> <li>Environmental Manager, AEM and GM</li> <li>GM, EHS Manager, DESD or AP</li> </ul>	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the GM is the preferred signer and AP also may sign as an Officer
Reports and Other Information Required by Permit. (Federal Citation 40 CFR 122.22 (a0(1), 123 (a)(5) [Note: Includes stormwater pollution prevention plans, reports and certifications required by general permit.]	<ul> <li>Environmental Manager, AEM and GM</li> <li>GM, EHS Manager, DESD or AP</li> </ul>	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the Environmental Manager or DESD is the preferred signer and AP also may sign as an Officer.
Wetlands Permit. (CWA Section 404) (Federal Citation 40 CFR 320-330; also state requirements must be addressed)	<ul> <li>Environmental Manager, AEM and GM</li> <li>GM, EHS Manager, DESD or AP</li> </ul>	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the GM is the preferred signer and AP also may sign as an Officer
POTW/Industrial User Reports (Annual). (Federal Citation 40 CFR 403.12)	<ul> <li>Environmental Manager, AEM and GM</li> <li>GM, EHS Manager, DESD or AP</li> </ul>	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the Environmental Manager or DESD is the preferred signer and AP also may sign as an Officer
		<ul> <li>Periodic (monthly and quarterly) POTW reporting can be signed by site operations management with authorization from GM</li> </ul>

	(RCRA – Solid Waste Facilities)	
DESCRIPTION OF ACTIONS	APPROVAL AUTHORITY (Approvals Required Prior to Signing Documents to Effectuate Transaction) [Click Here for List of Abbreviated Titles] [Click Here for Further Guidance]	SIGNATORY AUTHORITY (Authorized to Sign Transaction Documents) [Click Here for Further Guidance]
Permit Applications. (Federal Citation 40 CFR 270.11 (a)(1))	<ul> <li>Environmental Manager, AEM and GM</li> <li>GM, EHS Manager, DESD or AP</li> </ul>	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the GM is the preferred signer and AP also may sign as an Officer
Reports and Other Information Required by Permit. (Federal Citation 40 CFR 270.11 (b))	<ul> <li>Environmental Manager, AEM and GM</li> <li>GM, EHS Manager, DESD or AP</li> </ul>	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the Environmental Manager or DESD is the preferred signer and AP also may sign as an Officer.

8/6/25, 10:44 AM TCEQ ePay

Questions or Comments >>

Shopping Cart Select Fee Search Transactions Sign Out

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

### Transaction Information

Trace Number:

Date: 08/06/2025 10:43 AM

Payment Method: CC - Authorization

ePay Actor: ADAM HART

Actor Email:

**IP:** 163.116.129.118

TCEQ Amount: \$150.00 Texas.gov Fee: \$3.63 Texas.gov Price: \$153.63\*

\* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

### Payment Contact Information

Name: ADAM HART

Company: ALLIED WASTE SYSTEMS INC

Address: 565 FALLING WATER DR, SPRING BRANCH, TX 78070

Phone: 903-539-4065

### **Cart Items**

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
778212	MSW PERMIT/REGISTRATION/AMEND/MOD/TEMP AUTHORIZATIONS APPLICATION FEE		\$100.00
778213	30 TAC 305.53B MWP NOTIFICATION FEE	TCEQ Amount:	\$50.00 \$150.00



Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

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( 100' PUBLIC RIGHT-OF-WAY )

23' 00" W 635.46 feet;

# TITLE DESCRIPTION (continued)

Description of a 4.109 acre tract of land situated in the N. Smith Survey, Abstract No. 644, Shelby County, Texas and being all of that tract of land conveyed to R & J Recycling & Disposal Transfer Station, LLC by General Warranty Deed recorded in County Clerk's Instrument No. 2023002140, Deed Records, Shelby County, Texas; said 4.109 acre tract also being more particularly described by metes and bounds as follows:

TITLE DESCRIPTION

BEGINNING, at a point (4-inch wood post found for reference South 32 degrees 52 minutes 45 seconds West, 0.99 feet) at an interior corner of said 4.109 acre tract; said point also being the southwest corner of a 26.555 acre tract of land conveyed to Juan De Dios Perez Ramirez and Elias Ramirez by Warranty Deed with Vendor's Lien recorded in County Clerk's Instrument No. 2025000827, Deed Records, Shelby County, Texas;

THENCE, South 76 degrees 29 minutes 35 seconds East (record calls South 73 degrees 07 minutes 13 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 180.16 feet to a point at the east corner of said 4.109 acre tract; said point also being the easternmost northwest corner of a 4.578 acre tract of land conveyed to Londa Hohimer Campbell by Deed recorded in County Clerk's Instrument No. 2018002023, Deed Records, Shelby County, Texas; said point also being on the centerline of a branch of Prairie Creek;

THENCE, with the common line of said 4.109 acre tract and 4.578 acre tract and along the centerline of said branch of Prairie Creek, the following metes and bounds;

South 39 degrees 40 minutes 54 seconds West (record calls South 43 degrees 03 minutes 16 seconds West), leaving said 26.555 acre tract, a distance of 27.57 feet to a point for angle corner;

South 61 degrees 04 minutes 32 seconds West (record calls South 64 degrees 24 minutes 54 seconds West), a distance of 20.29 feet to a point for angle corner;

North 64 degrees 22 minutes 50 seconds West (record calls North 61 degrees 00 minutes 28 seconds West), a distance of 33.09 feet to a point for angle corner:

South 72 degrees 14 minutes 31 seconds West (record calls South 75 degrees 36 minutes 53 seconds West), a distance of 48.42 feet to a point for angle corner;

North 82 degrees 35 minutes 52 seconds West (record calls North 79 degrees 13 minutes 30 seconds West), a distance of 45.80 feet to a point for angle corner; North 82 degrees 40 minutes 06 seconds West (record calls North 79 degrees 17 minutes 44 seconds West), a distance of 63.66 feet to a

point for angle corner; North 77 degrees I4 minutes I5 seconds West (record calls North 73 degrees 51 minutes 53 seconds West), passing, at a distance of I,I8 feet a point on the apparent northeast right-of-way line of F.M. Highway 2468 (100 feet wide); continuing, in all, a total distance of 25.34 feet to a

North 76 degrees I2 minutes 05 seconds West (record calls North 72 degrees 49 minutes 43 seconds West), a distance of 31.82 feet to a point for angle corner:

North 84 degrees 41 minutes 34 seconds West (record calls North 81 degrees 19 minutes 12 seconds West), a distance of 23.90 feet to a point at the south corner of said 4.109 acre tract; said point also being the westernmost northwest corner of said 4.578 acre tract; said point also being in the centerline of said F.M. Highway 2468;

THENCE, North 40 degrees 12 minutes 25 seconds West (record calls North 36 degrees 50 minutes 03 seconds West), with said centerline, a distance of 500.00 feet to a point at the west corner of said 4.109 acre tract; said point also being the south corner of a tract of land conveyed to Stacy I. Wershing (no recording information found):

THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 4.109 acre tract and Wershing tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468; continuing, in all, a total distance of 509.24 feet to a 1/2-inch iron rod with (illegible) cap found at the north corner of said 4.109 acre tract; said point also being the east corner of said Wershing tract; said point also being on the west line of said 26.555 acre tract:

THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 635.46 feet to the POINT OF BEGINNING;

BEING all that certain tract or parcel of land lying and situated in Shelby County, Texas, out of the N. SMITH SURVEY, ABSTRACT NO. 644 and being a part or portion of that certain 74.36 acre tract described in a deed from Helen Rodgers to Billy D. Rodgers dated June 15, 1998 and recorded in Volume 840 on Page 585 of the Deed Records of Shelby County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit:

CONTAINING, 179,008 square feet or 4.109 acre tract of land, more or less.

BEGINNING at the North corner of that certain 4.11 acre tract described in a deed from Billy D. Rodgers et ux to Stacy I. Wershing dated October 31, 2018 and recorded in Document No. 2018003584 of the Deed Records of Shelby County, Texas in the East boundary line of the aforesaid referred to 74.36 acre tract and the West boundary line of that certain 25 acre tract described in a deed from Jerry W. Warren et ux to Fairy Graves et ux dated September 17. 1976 and recorded in Volume 523 on Page 567 of the Deed Records of Shelby County, Texas (said 4.11 acre tract being a part or portion of the said 74.36 acre tract), a 1/2" pipe found for corner, said corner referenced by a 3/4" pipe bearing S 00°

THENCE S 57° 42′ 43" W with the Northeast boundary line of the said 4.11 acre tract and severing the said 74.36 acre tract, at 459.08 feet pass on line a 1/2" pipe found for reference in the Northeast right-of-way line of F.M. Highway No. 2468 (100 feet wide right-of-way), at 509.24 feet the West corner of the said 4.11 acre tract in the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, a point for corner;

THENCE N 36° 50' 03" W with the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, at 81.16 feet a point for corner:

THENCE N 57° 42′ 43″ E severing the said 74.36 acre tract, at 50.16 feet pass on line a 1/2″ pipe set for reference in the Northeast right-of-way line of F.M. Highway No. 1468, at 567.56 feet intersect the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the aforesaid 25 acre tract, a ½" pipe set for corner, said corner witnessed by a fence corner bearing N 00° 23′ 00″ E

THENCE S 00° 23' 00" W with the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the said 25 acre tract, at 96.II feet the point and place of beginning and containing 1.00 acre of land more or less.

North 76 degrees 12 minutes 05 seconds West (record calls North 72 degrees 49 minutes 43 seconds West), a distance of 31.82 feet to a point for angle corner; North 84 degrees 41 minutes 34 seconds West (record calls North 81 degrees 19 minutes 12 seconds West), a distance of 23.90 feet to a point at the south corner of said 4.109 acre tract; said point also being the westernmost northwest corner of said 4.578 acre tract; said point also being in the centerline of said F.M. Highway 2468:

LEGEND

POWER POLE

WATER METER

WATER VALVE

TRANSFORMER

FIRE HYDRANT

JUNCTION BOX

WATER VAULT

GAS METER

GAS VALVE

METAL SIGN

AIR CONDITION UNIT

TELEPHONE RISER

ELECTRIC METER

MONITORING WELL

CABLE RISER

GRATE INLET

FLOOD LIGHT

\_\_\_\_ x \_\_\_\_ FENCE

POWER POLE ANCHOR

SANITARY SEWER MANHOLE

IRRIGATION CONTROL VALVE

CLEANOUT

LIGHT STANDARD

THENCE, North 40 degrees 12 minutes 25 seconds West (record calls North 36 degrees 50 minutes 03 seconds West), with said centerline, a distance of 500.00 feet to a point at the west corner of said 4.109 acre tract; said point also being the south corner of a tract of land conveyed to Stacy I. Wershing by Warranty Deed recorded in County Clerk's Instrument No. 2025002|17, Deed Records, Shelby County, Texas: THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 4.109 acre tract and Wershing tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468: continuing. in all. a total distance of 509.24 feet to a 1/2-inch iron rod with (illegible) cap found at the north corner of said 4.109 acre tract; said point also being the east corner of said Wershing tract; said point also being on the west line of said 26.555 acre tract: THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 4.109 acre tract and said

26.555 acre tract, a distance of 635.46 feet to the POINT OF BEGINNING;

MEASURED DESCRIPTION

CONTAINING, 179,008 square feet or 4.109 acre tract of land, more or less.

Description of a 1.000 acre tract of land situated in the N. Smith Survey, Abstract No. 644, Shelby County, Texas and being all of that tract of land conveyed to Stacy I. Wershing by Warranty Deed recorded in County Clerk's Instrument No. 2025002117, Deed Records, Shelby County, Texas; said 1.000 acre tract also being more particularly described by metes

BEGINNING, at a 1/2-inch iron rod with (illegible) cap found at the east corner of said 1.000 acre tract; said point also being the north corner of a tract of land conveyed to R & J Recycling & Disposal Transfer Station, LLC by General Warranty Deed recorded in County Clerk's Instrument No. 2023002140, Deed Records, Shelby County, Texas; said point also being on the west line of a 26.555 acre tract of land conveyed to Juan De Dios Perez Ramirez and Elias Ramirez by Warranty Deed with Vendor's Lien recorded in County Clerk's Instrument No. 2025000827, Deed Records, Shelby County, Texas;

THENCE, South 54 degrees 20 minutes 21 seconds West (record calls South 57 degrees 42 minutes 43 seconds West), leaving said west line and with the common line of said 1.000 acre tract and R & J Recycling & Disposal Transfer Station tract, passing, at a distance of 459.08 feet a point on the apparent northeast right-of-way line of F.M. Highway 2468 1100 feet widel: continuing. in all. a total distance of 509.24 feet to a point at the south corner of said 1.000 acre tract; said point also being the west corner of said R & J Recycling 8 Disposal Transfer Station tract; said point also being in the centerline of said F.M. Highway 2468;

2021000536, Deed Records, Shelby County, Texas; THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 1.000 acre tract and Portacool tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468; continuing, in all. a total distance of 567.56 feet to a point at the north corner of said 1.000 acre tract; said point also being the east corner of said Portacool tract; said point also being on

THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 1.000 acre tract and 26.555

CONTAINING, 43,559 square feet or 1.000 acre of land, more or less.

# SURVEYOR'S CERTIFICATION

To: Spotts Fain PC; Chicago Title Insurance Company; Republic Services, Inc., its subsidiaries and affiliates; Allied Waste Systems, Inc., R & J Recycling and Disposal Transfer Station LLC; Stacy I. Wershing and The Matthews Company, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items I, 2, 3, 4, 6a, 6b, 7a, 7bI, 7c, 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork

was completed on May 22, 2025 and June 14, 2025. Date of Plat or Map: May 28, 2025

Robert W. Schneeberg, Texas R.P.L.S. No. 4804 Gonzalez & Schneeberg, Engineers & Surveyors, Inc. 801 East Campbell Road, Suite 330 Richardson, Texas 75081 Phone (972) 516-8855 email: robert.schneeberg@as-enaineers.com

GSES No: 7785-25-05-02 Date: May 28, 2025 Date of Last Revision: June 30, 2025

The property described and shown hereon is the same property described in Chicago Title Insurance Company

(ROBERT W. SCHNEERERG)

Commitment GF No. CTH-IO-3700I0250239-MAG, effective date May 30, 2025, issued June II, 2025.

# NOTES REGARDING SCHEDULE B EXCEPTIONS

No Schedule "B" items affect the subject tract.

# ENCROACHMENT NOTE

I. 8' chain link fence protrudes into adjacent property at the west corner of Tract 2.

ZONING NOTES

Source of Information: www.centertexas.org

ZONED: "C-2" - General Commercial District

PARKING REQUIRED: Storage or warehousing:

One (I) space for each two (2) employees, or one (I) space for each one thousand (I,000) square feet of total

PARKING PROVIDED: No parking stripes at time of survey

SHEET 1 OF 1

"ALTA/NSPS LAND TITLE SURVEY"

PREPARED FOR:

SETBACKS:

Front - none

Side - none

Rear - none

MAX. BUILDING HT.: 50'

floor area, whichever is greater.

17220 Newhope Street, Suites 108-110, Fountain Valley, CA 92708 Tel: (714)-979-7181 Fax: (714)-641-2840 www.thematthewscompany.com

This Survey has been prepared solely for the benefit of the parties set forth in this Surveyor's Certification and may not be quoted or relied upon by, nor may copies be delivered to, any other party or used for any other purpose including, without limitation, the preparation of zoning reports or any other third party reports, without The Matthews Company, Inc. and Gonzalez & Schneeberg, nc.'s prior written consent. The Matthews Company, Inc. and Gonzalez & Schneeberg, Inc. expressly disclaims any duty or obligation towards any party that is not identified in this Surveyor's Certification. lease be advised that The Matthews Company, Inc. and Gonzalez & Schneeberg, Inc. will not

Gonzalez & Schneeberg 801 East Campbell Road Suite 330, Richardson, Texas enaineers = surveyors 75081 - (972) 516-8855 Engineering Firm No. F-3376 Surveying License No. 100752-00

clude the providers of any third party reports in the Surveyor's Certification.

# SURVEY PLAT OF A

4.109 & 1.000 ACRE TRACT BEING ALL OF

THOSE TRACT CONVEYED TO

R & J RECYCLING & DISPOSAL TRANSFER STATION, LLC AND STACY I. WERSHING NANCY SMITH SURVEY, ABSTRACT NO. 644

3	6/30/25	corrected typo Ir 2	GSES	GSES
2	6/18/25	revised title/added tract	GSES	GSES
1 6/3/25 comments		GSES	GSES	
MARK	DATE	REVISION	BY	AP'V'D

Allied Waste Systems, Inc.

306 FM 2468 Center, TX

SCALE: 1"=40" CHKD./AP'V'D: APPROVED: DATE: MAY 28, 2025 DWN. BY: GSES CHKD.BY: RWS

CITY OF CENTER, SHELBY COUNTY, TEXAS

PROJ. NO.: 7785-25-05-02

DWG. NO.: S7785.dwg

Tract I:

point for anale corner:



August 8, 2025

Via FedEx

MC 124 Municipal Solid Waste Permits Section Texas Commission on Environmental Quality PO Box 13087 Austin, TX 78711-3087

RE: Anticipated Owner/Operator Change – MSW Permit No. 2401

### Permits Team:

I write on behalf of Allied Waste Systems, Inc. ("Allied" or "Transferee") (CN602487241), which is a subsidiary of Republic Services, Inc. ("Republic"). Allied has entered into an agreement (the "Agreement") to purchase certain assets and real property from R & J Recycling and Disposal Transfer Station, LLC ("R & J" or "Transferor"), which owns and operates the R & J Recycling and Disposal Transfer Station (the "Facility") located at 306 FM 2468, Center, TX 75935 (RN110587854). The Facility is a Type V Municipal Solid Waste Transfer Station Facility with MSW Permit No. 2401 (the "Permit").

Pursuant to the Agreement between Allied and R & J, R & J will transfer ownership and operation of the Facility to Allied (the "Transaction"). The anticipated date of this Transaction is on or after August 11, 2025. No operational changes affecting the Permit are proposed at this time, and none are anticipated as a result of the Transaction. Only the name of the Facility and Registrant (Site Operator/Permittee) will change as a result of the Transaction. As such, by way of the enclosed application, we respectfully request the Permit be updated as follows:

- Registrant: Allied Waste Systems, Inc.
- Facility Name: Center Transfer Station
- Facility Address: 306 FM 2468, Center, TX 75935

For questions, please contact Bill Firestone by telephone at (903) 522-8644 or by email at

Error! Unknown document property name.



# **TRANSFEROR**

R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company
By:
Name: Stacy Wershing
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc., a Delaware corporation By: Name: Brady Loesch
Title: Area President
COUNTY OF Have is
On this, the 8 <sup>th</sup> day of August, 2025, before me, Lavri A Tara, the undersigned officer, personally appeared Brady LOCSCH, known to me or satisfactorily proven to be the person whose name is subscribed to the within letter, and acknowledged that he or she executed the same for the purposes contained therein

Error! Unknown document property name.

Notary Public

In witness whereof, I hereunto set my hand and official seal.

LAURI A TARANGO Notary ID #130092941 My Commission Expires February 3, 2027

TRANSFEROR
R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company
By:
Name: Stacy Wershing
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc.,
a Delaware corporation
By:
Name: Brady Loesch
Title: Area President
STATE OF TEXAS  COUNTY OF Shelby
On this, the 8th day of August, 2025, before me, when you have the undersigned officer, personally appeared to the within letter, and acknowledged that he or she executed the same for the purposes contained therein.
In witness whereof, I hereunto set my hand and official seal.
Notary Public  #4933-9232-5723 v1  KIMBERLY HOPE JOHNSON ID #128169845 My Commission Expires February 08, 2026

# **DRAFT VERSION**

Figure: 30 TAC §37.311
PAYMENT BOND
Date bond executed: 8/7/2025
Effective Date: TBD
Principal: (legal name and business address of owner and
operator) Allied Waste Systems, Inc., 306 FM 2468, Center, TX 75935
Type of Organization: (insert "individual," "joint venture," "partnership," or
"corporation,") Corporation
State of Incorporation:
Surety(ies): (name(s) and business
address(es)) U.S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, TX 77040
Permit number, name, physical and mailing addresses, and closure, post closure, or
corrective action amount(s) for each facility guaranteed by this bond (indicate closure, post
closure, or corrective action amounts separately for each facility): Closure: \$25,090.18
Total penal sum of bond: \$25,090.18 (Twenty Five Thousand Ninety and 18/100 Dollars)
Surety's hand number: 1001048395

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Texas Commission on Environmental Quality, hereinafter called TCEQ, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the appropriate program area, to comply with permit requirements in order to own or operate each facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, post closure, or corrective action as a condition of the permit or other applicable requirements, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of, or corrective action at, each facility identified above, fund into the standby trust fund the amount(s) identified above for the facility,

Or, if the Principal shall fund into the standby trust fund in such amount(s) within 15 days after a final order to begin final closure or perform corrective action is issued by the TCEQ executive director or a U.S. district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in 30 Texas Administrative Code, Chapter 37 (relating to Financial Assurance) and obtain the TCEQ executive director's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the TCEQ executive director from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the TCEQ executive director that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the TCEQ executive director.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the TCEQ executive director provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the TCEQ executive director, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the TCEQ executive director. (The following paragraph is an optional rider that may be included but is not required.)

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure, post closure, or corrective action amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the TCEQ executive director.

In Witness Whereof, the Principal and Surety(ies) have executed this Payment Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 30 Texas Administrative Code \$37.311 as such regulations were constituted on the date this bond was executed.

Allied Waste Systems, Inc.	Principal	
(Signature(s)) By:		
(Name(s)) Kathleen M. Mitchell		
(Title(s)) Attorney-in-Fact		
(Corporate seal)		
	(Corporate Surety(ies))	
(Name and address) U.S. Specialty Insurance Company	13403 Northwest Freeway, Ho 77040-6094	ouston, TX
State of Incorporation: TX  Liability limit: \$\$ 25,090.18  (Signature(s)) By:		Insurance of the second of the
(Name(s) and title(s)) Amber Engel, Atto	rney-In-Fact	Managaman Company
(Corporate seal)		
(For every co-surety, provide signature as for Surety above.)	(s), corporate seal, and oth	er information in the same manner
Bond premium: \$ Confidential		



# **POWER OF ATTORNEY**

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Tatiana Gefter, Laura Kovarik or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

- 1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.
- 2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 5th day of 1200 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

REPUBLIC SERVICES, INC., a Delaware corporation

Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 5th day of February, 2005 by Kiara Gonzalez, Notary Public.

KIARA GONZALEZ
Notary Public - Arizona
Maricopa County
Commission # 678775
My Comm. Expires Feb 2, 2029

Notary Public

**CERTIFICATE** 

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this <u>7th</u> day of <u>August</u>, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.

John B. Nickerson



### POWER OF ATTORNEY

# AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

### **Amber Engel**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001048395 Amount of Bond: See Bond Form
Principal: Allied Waste Systems, Inc.
Obligee: Texas Commission on Environmental Quality

This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

# AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:







Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18<sup>th</sup> day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)

SONIA 0. CARREJO NOTATY Public - California Lox Angeles Council Lox Angeles Council Council & 2399710 My Comm. Expires Apr 23, 2026

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of August \_\_\_\_\_, \_\_2025 \_\_\_.

Corporate Seals



Kio Lo, Assistant Secretary

# TRANSITION OPERATING AGREEMENT

THIS TRANSITION OPERATING AGREEMENT (this "<u>Agreement</u>") is executed and delivered as of \_\_\_\_\_\_, 2025, by and between R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company ("<u>Transferor</u>"), and Allied Waste Systems, Inc., a Delaware corporation ("<u>Transferee</u>").

# **RECITALS**

- A. Transferor and Transferee are parties to that certain Asset Purchase Agreement, dated July 25, 2025 (the "<u>Purchase Agreement</u>"), which provides for the sale of certain assets in consideration of the Purchase Price. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.
- B. The parties seek to reach agreement to allow a transfer of certain assets used in the operation of the Business prior to the transfer of the Permits set forth on <u>Schedule A</u> attached hereto (the "<u>Subject Permits</u>"), each of which pertain to and are required for lawful operation of the Business.
- C. Transferor is the entity that operated the Business and held the Subject Permits prior to entering into the Purchase Agreement.
- D. The parties desire to enter into a transition agreement to address the additional time needed to secure all necessary consents from any Governmental Authority to transfer or reissue the Subject Permits to Transferee.
- E. Transferor and Transferee desire to have Transferee conduct, consistent with this Agreement, the day-to-day activities of the Business during the Term of this Agreement.

Accordingly, in consideration of the mutual covenants contained in the Purchase Agreement, and the premises and the covenants set forth herein, the parties hereby agree as follows:

# ARTICLE 1

# **GENERAL**

1.1 Term. The term of this Agreement shall begin on the date hereof and shall continue through the earlier of (a) two years from the Closing Date, or (b) Transferee's obtaining transfer or re-issuance of all Subject Permits upon terms and conditions substantially the same as those that existed for Transferor immediately prior to the Closing Date. If the Subject Permits have not been so transferred to or obtained by Transferee by the end of the second full year after the Closing Date, then the term shall automatically be extended for an additional one-year period, provided that no party is in default hereunder and that Transferee is using commercially reasonable efforts to effectuate a transfer or reissuance of all remaining Subject Permits. If at the end of the third year following the date of this Agreement the Subject Permits have not been transferred to or obtained by Transferee and at such time applicable Governmental Authorities have imposed a general moratorium on transfers or issuances of permits similar to the remaining

Subject Permits, then the term shall continue for a period of 90 days after such moratorium is terminated. Such initial and potentially extended term shall collectively be referred to as the "Term."

1.2 Duty To Consult and Cooperate; Communications With Governmental Authorities. The parties shall cooperate with one another to achieve the purposes of this Agreement. If, during the Term of this Agreement, either party receives any notice or inquiry from a Governmental Authority with jurisdiction over Environmental Laws or other Laws that relate in any way to the Subject Permits, it shall have a duty to notify and consult with the other party. Similarly, the parties shall promptly advise each other of the necessity for any written communication to a Governmental Authority that relates in any way to the Subject Permits; provided, however, this obligation shall not apply to Transferee's communication with a Governmental Authority in the ordinary course of its business or in connection with efforts to transfer to Transferee or obtain for Transferee issuance of Subject Permits. Prior to submittal of such written communication, the parties shall attempt to reach consensus on the content of such written communications. If the consultation directed in this Section 1.2 results in a dispute between the parties, the dispute shall be raised to Transferor's Manager and Transferee's Area President, who shall render a prompt decision with respect thereto.

# **ARTICLE 2**

# RIGHTS AND OBLIGATIONS OF TRANSFEROR DURING TERM

- 2.1 <u>Retention of Permittee Status</u>. Until Transferee obtains all necessary Subject Permits with terms and conditions substantially the same as those that existed for Transferor immediately prior to the Closing Date, Transferor shall continue as permittee subject to all of the obligations and retain all the responsibilities associated with the Subject Permits, including without limitation, any requirements under Subject Permits associated with financial assurance and insurance. Nothing herein shall be interpreted as limiting Transferee's obligations under <u>Section 3.1</u> of this Agreement.
- 2.2 <u>Duty To Cooperate In Transferring Subject Permits</u>. Transferor shall cooperate (at no expense to Transferee), with Transferee's efforts to secure Subject Permits as provided in <u>Section 3.2</u> of this Agreement, including, without limitation, attending meetings with Governmental Authorities when Transferee deems Transferor's attendance essential or appropriate, and shall execute such documents as reasonably requested by Transferee in connection with Transferee's efforts to obtain such Subject Permits. Except as required by Law or Permit, and then only following a period of consultation with Transferee, Transferor shall not file any Permit application or amendment, or take or cause any other act or omission that would cause or be likely to cause a change in Subject Permit terms or conditions.
- 2.3 <u>Compliance Officer</u>. Transferor hereby designates J.R. Irybarren as Transferor's Compliance Officer for purposes of fulfilling its responsibilities under this Agreement. The Compliance Officer shall have authority to act on behalf of Transferor and such acts shall be binding on Transferor.

# ARTICLE 3

# RIGHTS AND OBLIGATIONS OF TRANSFEREE DURING TERM

- 3.1 <u>Conduct of the Business</u>. Transferee shall conduct the Business in material compliance with all Laws.
- 3.2 <u>Subject Permit Transfers</u>. Transferee shall use commercially reasonable efforts to obtain the Subject Permits with terms and conditions substantially the same as those that existed immediately prior to the Closing Date in a timely manner, including but not limited to, preparing, submitting and pursuing applications for the transfer of existing Permits where transfer is an available option, fulfilling state "good character" disclosure requirements, and posting necessary financial assurances, all as applicable. Transferee shall timely respond to all reasonable requests from Transferor as to the status of Transferee's efforts to have the existing Subject Permits transferred or, where transfer is not an available option, to have new Permits issued.
- 3.3 <u>Financial Benefit</u>. All financial, accounting or economic results from the conduct of the Business that arise or accrue during the Term of this Agreement shall be for the account of Transferee and shall be reported as such by Transferee. Transferor shall not account for or report such financial accounting or economic results of the Business.
- 3.4 <u>Payment of Certain Expenses</u>. During the Term of this Agreement, Transferee shall pay (a) all ordinary and direct operating and maintenance expenses, including without limitation taxes, insurance (except financial assurance), payroll and costs associated with environmental regulatory compliance of the Business, and (b) all reasonable expenses for capital items and any other sums required by any law, rule or Governmental Authority deemed reasonably necessary by Transferee.
- 3.5 <u>Compliance Officer</u>. Transferee hereby designates Adam Hart as Transferee's Compliance Officer for purposes of fulfilling their responsibilities under this Agreement. Transferee's Compliance Officer shall have authority to act on behalf of Transferee and such acts shall be binding on Transferee.

# **ARTICLE 4**

## **INDEMNITIES**

- 4.1 <u>Indemnification of Transferor</u>. Transferee shall indemnify, defend (with counsel acceptable to Transferor) and save Transferor harmless from and against all claims, damages, actions, suits, proceedings, demands, fines or penalties, assessments, adjustments, costs and expenses ("<u>Claims</u>") incurred by Transferor to the extent resulting from: (a) Transferee's breach of any term or condition of this Agreement; and (b) Transferee's gross negligence or willful misconduct in satisfying its duties and obligations under this Agreement.
- 4.2 <u>Indemnification of Transferee</u>. Transferor shall indemnify, defend (with counsel acceptable to Transferee) and save Transferee harmless from and against all Claims incurred by Transferee to the extent resulting from: (a) Transferor's breach of any term or condition of this

Agreement; and (b) Transferor's gross negligence or willful misconduct in satisfying its duties and obligations under this Agreement.

4.3 <u>Survival</u>. The rights or obligations provided in this <u>Article 4</u> shall survive the Term of this Agreement.

# **ARTICLE 5**

### **MISCELLANEOUS**

- 5.1 <u>Definitions of Compliance Officer</u>. For purposes of this Agreement, "<u>Compliance Officer</u>" means the individual who Transferor and Transferee have each designated, pursuant to <u>Sections 2.3</u> and <u>3.5</u>, as their respective points of contact for purposes of fulfilling their respective responsibilities under this Agreement. Transferor and Transferee shall each be responsible for the compensation and/or reimbursement of expenses for their own Compliance Officer.
- 5.2 <u>Recitals</u>. All recitals set forth in this Agreement are hereby incorporated by this reference into the terms of the Agreement.
- 5.3 Entire Agreement; Amendment. This Agreement and Schedule A hereto contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Schedule A and the recitals to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the parties against whom enforcement is sought.
- 5.4 <u>Binding Effect</u>. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns. Nothing in this Agreement is intended to or shall confer upon any other Person, including any employee or former employee of Transferor, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period.
- 5.5 <u>Assignment</u>. This Agreement may not be assigned (except by operation of Law) or otherwise transferred without the express written consent of the parties (which may be granted or withheld in the sole and absolute discretion of each party); <u>provided</u>, <u>however</u>, that Transferee may assign this Agreement to an Affiliate of Transferee or any successor of Transferee to the Business without the consent of Transferor.
- 5.6 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 5.7 <u>Waiver of Subrogation</u>. Transferor waives, on behalf of all insurers under all policies of insurance now or hereafter carried by Transferor insuring or covering the Subject Permits or the Business, all rights of subrogation which any such insurer may otherwise, if at all, have to any claims of Transferor against Transferee. Transferor shall add Transferee as an additional insured on all liability insurance policies covering the Subject Permits or the Business.
- 5.8 Remedies; Limitation on Damages. In the event of a failure or refusal of either party to perform their respective duties and obligations under this Agreement, the other party shall have the right to exercise any remedies afforded by Law; provided, however, no party shall be liable to the other for other special, consequential (including but not limited to lost profits) or punitive damages. The rights and remedies of the parties hereunder are cumulative and not alternative.
- 5.9 <u>Notices</u>. Any notice or demand hereunder shall be made in the manner and to the address indicated in Section 15.6 of the Asset Purchase Agreement.
- 5.10 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.
- 5.11 <u>Counterparts</u>. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

# TRANSFEREE:

Allied Waste Systems, Inc., a Delaware corporation

# SCHEDULE A Subject Permits

Municipal Solid Waste Processing Permit (#2401) issued to Stacy Wershing, effective 12/16/2019.