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Book 49

Davidson County DEEDWARR
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Fees:28.00 Taxes:2405.00
20040126-0009866

This instrument prepared by:
Alston & Bird LLP
One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attn: Randy H. Luffman, Esq.

SPECIAL

WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Boral Bricks Inc.	Boral Bricks Inc.	Davidson County Tax Map No. 79, Parcel 16
200 Mansell Court East, Suite 305	200 Mansell Court East, Suite 305	
Roswell, Georgia 30076	Roswell, Georgia 30076	

FOR AND IN CONSIDERATION *of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Clean Harbors Environmental Services, Inc., the Grantor, has this day bargained and sold, and do hereby transfer and convey unto the said Boral Bricks Inc., the Grantee herein, its successor and assigns, certain real estate in Nashville, Davidson County, Tennessee as follows:*

See Exhibit A attached hereto.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

The actual consideration or value whichever is greater, for this transfer is $650,000.00
Subscribed and sworn to before me this the 20th_day of January, 2004

William F. O'Connor — *Affiant*

William F. O'Co nnor

Notary Public

My Commission expires: 07/22/05
(Affix Seal)

This is improved property, known as 7140 Centennial Place, Nashville.

TO HAVE AND TO HOLD *said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees, their successors and assigns forever, we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on Exhibit B attached hereto.*

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their successors and assigns, against the lawful claims of all persons, claiming by, through or under the grantor.

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

Witness *my hand this 20th _day of January, 2004, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

William F. O'Connor

By William F. O'Con nor

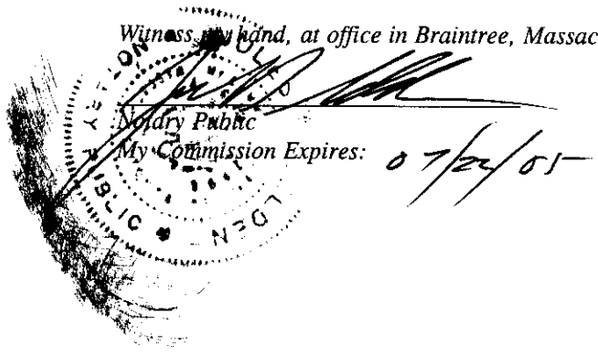
Its: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

Personally appeared before me, Jules B. Selden, a Notary Public in and for said County and State, William F. O'Co nnor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Senior Vice President of the maker or a

constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office in Braintree, Massachusetts, this 20th_ day of January, 2004.



Notary Public

My Commission Expires: 07/22/05

EXHIBIT A

Legal Description

Being a parcel of land in the Twenty-Second Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, located on the northeasterly side of Centennial Place at Hermitage Plaza, being part of Lot No. 2 as shown on the Plan of Cockrill Bend Industrial Subdivision, Section Two (Second Revision) as of record in Book 4860, page 30, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey prepared by H& H Land Surveying, Inc., dated June 19, 2003, Job Number 2003-443 and proceeding as follows:

Beginning at an iron rod (new) in the northeasterly right-of-way line of Centennial Place, a 60-foot right-of-way, at the southwesterly property corner of a tract of land conveyed to Thomas D. Robinson and Joseph F. Primm d/b/a P.R. Trading, as of record in Instrument No. 20010122006102, Register's Office for Davidson County, Tennessee; said iron rod being situated northwesterly 382 feet, more or less, from the centerline intersection of said Centennial Place and Hermitage Plaza, a 50-foot right-of-way, and being the point of beginning; thence,

Leaving the northeasterly right-of-way line of Centennial Place and with the southeasterly property line of said Robinson & Primm, North 47 degrees 12 minutes 59 seconds East, 218.61 feet to an iron rod (new); thence,

South 43 degrees 29 minutes 25 seconds East, 53.52 feet to an iron rod (new); thence,

North 47 degrees 12 minutes 55 seconds East, 75.66 feet to an iron rod (new); thence,

North 42 degrees 47 minutes 01 seconds West, 53.51 feet to an iron rod (new); thence,

North 47 degrees 12 minutes 59 seconds East, 229.43 feet to an iron rod (old) in the southwesterly margin of the Ford Glass Plant Lead Track; thence,

With the southwesterly margin of said Ford Glass Plant Lead Track; South 18 degrees 30 minutes 00 seconds East, 1207.15 feet to an iron rod (old) in the northeasterly right-of-way line of the aforementioned Centennial Place; thence,

With the northeasterly right-of-way line of said Centennial Place, North 43 degrees 19 minutes 34 seconds West, 643.54 feet to an iron rod (old); thence,

North 43 degrees 16 minutes 02 seconds West, 110.15 feet to an iron rod (old); thence,

North 46 degrees 13 minutes 51 seconds West, 347.34 feet to the point of beginning and containing 277,805 square feet or 6.378 acres, more or less, as calculated by the above courses and distances which were within the precision requirements of an ALTA/ACSM Land Title Survey of 1999.

EXHIBIT B

Permitted Exceptions

1. Taxes for the year 2004, a lien, which are not yet due and payable. Tax Parcel No. 79/16.

2. All matters shown on Plat recorded in Book 4860, page 30.

3. Easement(s) to Colonial Pipeline Company, as set forth in instrument recorded in Book 3705, page 149.

4. Twenty (20) Foot Permanent Easement(s) to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in instrument recorded in Book 4552, page 844 and Book 6229, page 496.

5. Twenty (20) foot Sanitary Sewer Easement as reflected in instrument recorded in Book 4414, page 241 and re-recorded in Book 4430, page 565.