3/3
H.A

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, North, Suite 1900
Nashville Tennessee 37219

ADDRESS NEW OWNER:
Waste Expansions, LLC
209 North Arroyo Blvd
Los Fresnos, TX 78566

SEND TAX BILL:
New Owner

MAP AND PARCEL:
Map 60-8
Parcel 8

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantee named herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Midland Dickerson Development, LLP, a Tennessee limited liability partnership** ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Waste Expansions, LLC, a Tennessee limited liability company** ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

All that tract or parcel of land described in Exhibit "A".

This conveyance is subject to those matters set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference.

Further, this conveyance is subject to a Right of First Refusal to purchase the Property granted to Grantor which will expire on February 2, 2010, as further described in a Memorandum being recorded simultaneously herewith.

This is improved property known as Lot 2, Maplewood Square Shopping Center, located on 120 Ewing Drive in Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever; and Grantor, does covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims by and through the Grantor, but not further. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Davidson County DEEDWARR
Recvd: 02/03/05 16:11 4 pgs
Fees:23.00 Taxes:2220.00
20050203-0013063

Witness its hand this 2nd day of February, 2005.

Midland Dickerson Development, LLP, a Tennessee limited liability partnership

By: _____
William H. Parham, Jr.
Managing Partner

STATE OF FLORIDA)
COUNTY OF Duval)

Before me, the undersigned, of the state and county aforesaid, personally appeared William H. Parham, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Midland Dickerson Development, LLP, a Tennessee limited partnership, the within named bargainor, and that he as such Managing Partner executed the foregoing instrument for the purpose therein contained by signing the name of the limited partnership by himself as the Managing Partner.

Witness my hand and official seal this 2nd day of February, 2005.

Jeanne P. Davis
MY COMMISSION # DD173999 EXPIRES
March 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Jeanne P. Davis
Notary Public Jeanne P. Davis

My Commission Expires:_____

STATE OF Tennessee)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $600,000.00.

Sheri E. Kaplan
AFFIANT

Subscribed and sworn to before me
this 3rd day of February, 2005.

M B Harrison
NOTARY PUBLIC

My Commission Expires: 3-30-2006

HARRISON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 2, on the Plan of Arthur Payne Property as of record in Plat Book 5200, Page 252, Register's Office for Davidson County, Tennessee, and described as follows, to-wit:

Beginning at an iron pin found (IPF) at the northeasterly corner of Belz Investment Company, as recorded in Deed Book 4878, Page 533, R.O.D.C., said pin being on the southerly right-of-way of Ewing Lane; thence with said right-of-way S 80° 05' 02" E, 325.44 feet to an iron pin set (IPS) at the northwesterly corner of Midland Dickerson Development, LLP as recorded in Deed Book 20031031, Page 160401, R.O.D.C. ; thence with the common line of said Midland Dickerson Development, LLP, the following calls: S 07° 29' 53" W, 77.43 feet to an IPS; N 83° 15' 15" W, 9.00 feet to an IPS; S 06° 44' 45" W, 90.00 feet to an IPS; N 83° 15' 15" W, 70.54 feet to an IPS; S 09° 53' 23" W, 258.28 feet to an IPS in the northerly line of Belz Investment Company as recorded in Deed Book 4878, Page 533, R.O.D.C.; thence with Belz Investment Company, N 80° 01' 37" W, 231.56 feet to an IPS in the easterly line of said Belz; thence, N' 06° 52' 31" E, 430.28 feet to the point of beginning. Containing 2.67 acres, more or less, as surveyed by Arrowhead Survey, J. Mark Cantrell, TN RLS No. 1859, on January 25, 2005, revised January 31, 2005.

Being a portion of the same property conveyed to Midland Dickerson Development, LLP, a Tennessee limited liability partnership by Special Warranty Deed from Elizabeth Ann Payne and Julia Lynn Payne, Devisees under the Last Will and Testament of Arthur W. Payne, deceased, of record in Instrument #20031031-0160401, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

This conveyance is subject to the following limitations:

1. 2005 taxes, which have been prorated and assumed by the Grantee
2. Overhead Line Easement of record in Book 5624, page 761, Register's Office for Davidson County, Tennessee.
3. Overhang Easement of record in Book 5606, page 252, Register's Office for Davidson County, Tennessee.
4. All matters shown on the Plan of record in Plat Book 5200, page 252, said Register's Office.
5. All matters shown on a survey prepared by J. Mark Cantrell, Arrowhead Surveyors, TN RLS# 1859, dated January 25, 2005, revised January 31, 2005.