Boult
SOA

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Waste Services of Memphis, LLC 3010 Highway 378 Conway, South Carolina 29527-4925	P/O 68-86	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JLM) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.**, a Tennessee corporation (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to **WASTE SERVICES OF MEMPHIS, LLC**, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

Notwithstanding anything to the contrary contained herein, Grantor herby expressly retains an easement as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

STATE OF North Carolina
COUNTY OF Wake

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

WASTE SERVICES OF MEMPHIS, LLC, a Delaware limited liability company

By: O Stephen Grissom
Name: O. Stephen Grissom
Title: President & CEO

Subscribed and sworn to before me this 2nd day of February, 2006.

Carolyn M. Price
Notary Public
My Commission Expires: 10-05-09

1205449 v7
102686-004 2/2/2006

Davidson County DEEDWARR
Recvd: 02/06/06 16:03 9 pgs
Fees:48.00 Taxes:2775.00

20060206-0014815

This is improved property known as 7320 Centennial Boulevard (Map 68, Parcel 86) in Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Subject to the matters set forth above, Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever, except that no warranty is made as to the amount of acreage in the Property.

Grantee assumes responsibility for payment of real property taxes from and after the date hereof.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 2nd day of February, 2006.

GRANTOR:

ALLIED WASTE INDUSTRIES OF TENNESSEE, INC., a Tennessee corporation

By: _____
Name: Nicholas A Skaff
Title: Authorized Officer

STATE OF Arizona)
COUNTY OF Maricopa)

Before me, Susanne A. Webb, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nicholas A. Skaff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/~~herself~~ to be the Authorized Officer of **ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.**, the within named bargainor, a Tennessee corporation, and that he/~~she~~ as such Authorized officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as such Authorized officer.

WITNESS my hand and seal at office in Scottsdale, Arizona this 2nd day of February, 2006.

_____
Notary Public

My Commission Expires: 9-17-08

Notary Public State of Arizona
Maricopa County
Susanne A Webb
Expires September 17 2008

Exhibit A

Legal Description

LAND LOCATED IN THE 22ND COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE ON THE NORTHERLY SIDE OF CENTENNIAL BOULEVARD AT THE JOHN C. TUNE AIRPORT DESCRIBED ACCORDING TO AN ALTA / ASCM LAND TITLE SURVEY DATED 12-23-05 BY CAMPBELL, MCRAE AND ASSOCIATES SURVEYING, INC. (JOHN HOOD TN. R.L.S.#1838) AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) ON THE NORTHERLY MARGIN OF CENTENNIAL BOULEVARD (100 FOOT WIDE RIGHT OF WAY) , SAID ROD BEING THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO YELLOW FREIGHT SYSTEMS, INC. BY DEED OF RECORD IN INSTRUMENT NUMBER 20020102-0000649, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED LAND; THENCE , WITH SAID NORTHERLY MARGIN , WITH A CURVE TO THE LEFT FOR A LENGTH OF 76.81 FEET TO AN IRON ROD (OLD) SAID CURVE HAVING A CENTRAL ANGLE OF 04°23'29" , A RADIUS OF 1002.14 FEET, A TANGENT OF 38.42 FEET AND A CHORD BEARING AND DISTANCE OF N 67°51'19" W 76.79 FEET; THENCE LEAVING SAID NORTHERLY MARGIN WITH THE WESTERLY LINE OF PROPERTY CONVEYED TO METROPOLITAN AIRPORT AUTHORITY BY DEEDS OF RECORD IN BOOK 4788, PAGE 209 AND BOOK 7740, PAGE 282, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE N 23°45'00" E 1797.24 FEET TO AN IRON ROD (NEW); THENCE LEAVING SAID AIRPORT AUTHORITY LAND AND SEVERING THE LAND CONVEYED TO ALLIED WASTE INDUSTRIES OF TENNESSEE, INC. , A TENNESSEE CORPORATION, BY DEED OF RECORD IN INSTRUMENT NUMBER 20000623-0062796, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE S 66°15'00" E 229.30 FEET TO AN IRON ROD (NEW); THENCE S 07°36'34" W 539.13 FEET TO AN IRON ROD (NEW) IN THE LINE OF THE PROPERTY CONVEYED TO YELLOW FREIGHT SYSTEMS, INC. BY DEED OF RECORD IN BOOK 8373, PAGE 764, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE LINE OF SAID YELLOW FREIGHT SYSTEMS PROPERTY THE FOLLOWING CALLS:
S 27°45'00" W 344.42 FEET TO A CONCRETE MONUMENT (OLD);
S 41°11'00" W 135.00 FEET TO A CONCRETE MONUMENT (OLD)
S 46°03'00" W 401.44 FEET TO A CONCRETE MONUMENT (OLD);
S 41°11'00" W 285.77 FEET TO AN IRON ROD (OLD) IN THE LINE OF PROPERTY CONVEYED TO YELLOW FREIGHT SYSTEMS, INC. BY DEED OF RECORD IN INSTRUMENT NUMBER 20020102-0000649 , REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH SAID YELLOW FREIGHT SYSTEMS S 23°45'00" W 160.78 FEET TO THE POINT OF BEGINNING CONTAINING 10.57 ACRES, MORE OR LESS.

Being a part of the same property conveyed to Allied Waste Industries of Tennessee, Inc. by deed from AAA Disposal of Tennessee, Inc., of record as Instrument No. 200006230062796, Register's Office for Davidson County, Tennessee.

Exhibit B

Permitted Exceptions

1. Real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable

2. Utility Easement of record in Book 6276, page 892, Register's Office for Davidson County, Tennessee (the "Register's Office") and Book 6279, page 148, Register's Office, as shown on the ALTA/ACSM Survey by John Hood, TN R.L.S. No. 1838, of Campbell, McRae and Assoc. Surveying, Inc., Order No, 290-26-3, dated December 23, 2005, last revised January 26, 2006 (the "Survey").

3. Aviation Easement reserved by the Metropolitan Nashville Airport Authority, of record in Book 8115, page 414, Register's Office, as shown on the Survey.

4. Matters shown on the Survey, including, without limitation, gravel encroaches onto adjacent property from the northerly and easterly boundaries of the land and overhead utility lines servicing the land cross onto adjacent property on the north and northeasterly boundaries of the land.

Exhibit C

Easement

1. Concurrently with Grantor's conveyance to Grantee of that certain property described on Exhibit A (the "Conveyed Property"), Grantor expressly retains and reserves for the benefit of that certain real property described in Exhibit C-1 (the "Benefited Property"), a perpetual, non-exclusive access and utility easement (the "Easement") over, under and through the portion of the Conveyed Property described in Exhibit C-2 (the "Easement Area"). The Easement Area shall be utilized only for purposes of i) pedestrian and vehicular ingress to and egress from the Benefited Property, and ii) installing, operating, maintaining, repairing and replacing utility lines serving the Benefited Property, together with a non-exclusive temporary construction easement over those portions of the Conveyed Property immediately adjacent to the Easement Area as are reasonably necessary for the construction, maintenance, repair or installation of utilities within the Easement Area, including, without limitation, the right to move and temporarily store construction materials, equipment and trailers thereon. Except in connection with the exercise of Grantor's rights hereunder, Grantor shall not have the right to change or modify the Easement Area. Grantor shall conduct all work in the Easement Area and any portion of the Conveyed Property subject to the temporary construction easement in a manner that does not unreasonably interfere with Grantee's use and enjoyment of the Conveyed Property. All work performed by Grantor in the Easement Area and any portion of the Conveyed Property subject to the temporary construction easement shall be performed in a good and workmanlike manner, by a contractor reasonably approved by Grantee.

2. Grantee, at Grantee's sole cost and expense, agrees to keep and maintain the Easement Area in good condition and repair, free of obstructions, including vegetation, brush and trees, necessary for the safe exercise of the rights herein granted; provided, however, that Grantor shall keep the Easement Area free from dirt, debris or other materials resulting from any construction performed by Grantor. In the event of a significant increase in Grantor's use of the Easement Area, Grantor and Grantee shall negotiate in good faith on a cost sharing arrangement for the maintenance and repair of the improvements located in the Easement Area. Grantor shall have the right (but not the obligation) to trim, cut and clear away any obstructions, including trees, brush or other vegetation within the Easement Area whenever in Grantor's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

3. Grantor shall repair and restore any damage to the Easement Area and any portion of the Conveyed Property subject to the temporary construction easement resulting from or arising out of the use thereof by Grantor (or any of its agents, employees, contractors, representatives, subtenants or invitees). If Grantor fails to repair any damage (as required under the previous sentence) within thirty (30) days after it receives written notice from Grantee of the need therefor, then Grantee may, in addition to any other remedies available hereunder or at law or in equity, perform such repairs on behalf of Grantor, in which event Grantor shall reimburse Grantee for all costs and expenses which Grantee incurs in connection therewith; provided Grantee may, without limiting its other rights or remedies, immediately perform any such repairs on behalf of Grantor to the extent the same are necessary to correct a condition that creates an imminent risk of material injury to persons or property, without giving advance notice to Grantor. Grantor shall use and cause its agents, employees, contractors, guests and invitees to use the Easement Area and any portion of the Conveyed Property subject to the temporary

construction easement in a manner that complies with all applicable laws. Grantor agrees to indemnify, defend and hold harmless Grantee for, from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees, litigation expenses and court costs) arising out of Grantor's or any of its agents', employees', contractors', representatives', tenants', customers', guests' or invitees' use of the Easement Area or any portion of the Conveyed Property subject to the temporary construction easement.

4. Grantee shall not, by act or omission, perform or cause to be performed any act that adversely affects the easements and rights granted herein. Without limiting the generality of the foregoing, except as specifically permitted herein, Grantee shall not erect or construct or permit to be erected or constructed any building or other structure within the Easement Area.

5. The terms, conditions, covenants, agreements and easements contained herein shall run with the land and are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns. The easements hereby granted are appurtenant to the Benefited Property and is a burden on the Conveyed Property and the Easement Area.

Exhibit C-1

Description of Benefited Property

Being a parcel of land in Nashville, First Civil District, Twenty-Second Councilmanic District, Davidson County, Tennessee, located on the northerly side of Centennial Boulevard at the John C. Tune Airport, and being more particularly described as follows according to a survey by Barge, Waggoner, Sumner and Cannon, Inc., dated December 15, 1994, File No. 10365-02;

Beginning at a concrete monument in the northerly right-of-way line of Centennial Boulevard, said monument being the southwesterly corner of property conveyed to CRC Holdings, Inc., by deed of record in Book 8120, page 888, Register's Office for Davidson County, Tennessee;

Thence, with said right-of-way line with a curve to the left 76.81 feet to a point, said curve having a central angle of 04°23'9" a radius of 1,002.14 feet, a tangent of 38.42 feet, and a chord of North 67°51'19" West, 76.79 feet;

Thence, leaving said right-of-way line with the easterly line of property conveyed to Metropolitan Nashville Airport Authority by deeds of record in Book 4788, page 209, and Book 7740, page 282, Register's Office for said County, North 23°45'00" East, 2,196.38 feet to a point;

Thence, continuing with said line North 41°11'01" East, 687.64 feet to a point in the low water line of the Cumberland River;

Thence, with said line South 35°39'01" East, 835.24 feet to a point;

Thence, continuing with said line South 47°57'04" East, 428.50 feet to a point;

Thence, leaving said line with the westerly line of property conveyed to Cumberland Terminals, Inc., by deed of record in Book 3708, page 284, Register's Office for Davidson County, Tennessee, South 44°19'00" West 535.00 feet to a point;

Thence, leaving said line with the northerly line of property conveyed to Yellow Freight System, Inc., by deed of record in Book 8373, page 764, Register's Office for Davidson County, Tennessee, North 48°49'00" West, 496.00 feet to a point;

Thence, with the easterly line of said Yellow Freight Systems property the following calls:

South 50°41'00" West, 484.65 feet to a point;
South 41°11'00" West, 240.00 feet to a point;
South 27°45'00" West, 344.42 feet to a point;
South 41°11'00" West, 135.00 feet to a point;
South 46°03'00" West, 401.44 feet to a point;
South 41°11'00" West, 285.77 feet to a point;

Thence with the westerly line of property conveyed to CRC Holdings, Inc., by deed of record in Book 8120, page 888, Register's Office for Davidson County, Tennessee, South 23°45'00" West, 160.78 feet to the point of beginning;

Containing 1,450,116 square feet or 33.29 acres, more or less.

Being the same property conveyed to Allied Waste Industries of Tennessee, Inc., a Tennessee corporation, by deed from AAA Disposal of Tennessee, Inc., a Tennessee corporation, of record as Instrument No. 20000623-0062796, Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Land located in the 22nd Councilmanic District of Nashville, Davidson County, Tennessee on the northerly side of Centennial Boulevard at the John C. Tune Airport described according to an ALTA/ASCM Land Title Survey dated 12/23/05 by Campbell, McRae and Associates Surveying, Inc. (John Hood TN. R.L.S.#1838) as follows:

Beginning at an iron rod (old) on the northerly margin of Centennial Boulevard (100 foot wide right of way), said rod being the southwest corner of property conveyed to Yellow Freight Systems, Inc., by deed of record in Instrument Number 20020102-0000649, Register's Office for Davidson County, Tennessee and the southeast corner of the herein described land; thence, with said northerly margin, with a curve to the left for a length of 76.81 feet to an iron rod (old) said curve having a central angle of 04°23'29", a radius of 1002.14 feet, a tangent of 38.42 feet and a chord bearing and distance of N 67°51'19" W 76.79 feet; thence leaving said northerly margin with the westerly line of property conveyed to Metropolitan Airport Authority by deeds of record in Book 4788, page 209 and Book 7740, page 282, Register's Office for Davidson County, Tennessee N 23°45'00" E 1797.24 feet to an iron rod (new); thence leaving said Airport Authority Land and severing the land conveyed to Allied Waste Industries of Tennessee, Inc., a Tennessee corporation, by deed of record in Instrument Number 20000623-0062796, Register's Office for Davidson County, Tennessee S 66°15'00" E 229.30 feet to an iron rod (new); thence S 07°36'34" W 539.13 feet to an iron rod (new) in the line of the property conveyed to Yellow Freight Systems, Inc. by deed of record in Book 8373, page 764, Register's Office for Davidson County, Tennessee; thence with the line of said Yellow Freight Systems property the following calls:

S 27°45'00" W 344.42 feet to a concrete monument (old);

S 41°11'00" W 135.00 feet to a concrete monument (old)

S 46°03'00" W 401.44 feet to a concrete monument (old);

S 41°11'00" W 285.77 feet to an iron rod (old) in the line of property conveyed to Yellow Freight Systems, Inc. by deed of record in Instrument Number 20020102-0000649, Register's Office for Davidson County, Tennessee; thence with said Yellow Freight Systems S 23°45'00" W 160.78 feet to the point of beginning containing 10.57 acres, more or less.

Being a part of the same property conveyed to Allied Waste Industries of Tennessee, Inc. by deed from AAA Disposal of Tennessee, Inc., of record as Instrument No. 200006230062796, Register's Office for Davidson County, Tennessee.

Exhibit C-2

Description of Easement Area

AS SHOWN ON ALTA/ACSM SURVEY BY JOHN HOOD, TN R.L.S. NO. 1838, OF CAMPBELL, MCRAE AND ASSOC. SURVEYING, INC., ORDER NO, 290-26-3, DATED DECEMBER 23, 2005, LAST REVISED JANUARY 26, 2006.

BEGINNING AT AN IRON ROD (OLD) ON THE NORTHERLY MARGIN OF CENTENNIAL BOULEVARD (100 FOOT WIDE RIGHT OF WAY) , SAID ROD BEING THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO YELLOW FREIGHT SYSTEM, INC. BY DEED OF RECORD IN INSTRUMENT NUMBER 20020102-0000649, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT; THENCE , WITH SAID NORTHERLY MARGIN , WITH A CURVE TO THE LEFT FOR A LENGTH OF 50.01 FEET TO AN IRON ROD (OLD) SAID CURVE HAVING A CENTRAL ANGLE OF 02°51'33" , A RADIUS OF 1002.14 FEET, A TANGENT OF 25.01 FEET AND A CHORD BEARING AND DISTANCE OF N 67°05'21" W 50.01 FEET; THENCE LEAVING SAID NORTHERLY MARGIN WITH THE WESTERLY MARGIN OF A PERMANENT INGRESS / EGRESS AND UTILITY EASEMENT THAT LEADS FROM SAID CENTENNIAL BOULEVARD TO THE REMAINDER OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 20000623-062796, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;
THE FOLLOWING CALLS:
N 23°45'00" E 169.18 FEET TO A POINT;
N 41°11'00" E 295.56 FEET TO A POINT;
N 42°43'13" E 118.78 FEET TO A POINT;
N 44°09'57" E 218.13 FEET TO A POINT;
N 42°47'36" E 243.58 FEET TO A POINT;
N 27°45'00" E 289.85 FEET TO A POINT:
N 41°11'00" E 81.22 FEET TO A POINT;
S 07°36'34" W 90.41 FEET TO AN IRON ROD (NEW) AT A CORNER OF THE NEW 10.57 ACRE TRACT ACROSS WHICH THE HEREIN DESCRIBED EASEMENT RUNS; THENCE WITH THE EASTERLY LINE OF SAID 10.57 ACRE TRACT S 27°45'00" W 344.42 FEET TO AN IRON ROD (NEW) IN THE LINE OF THE PROPERTY CONVEYED TO YELLOW FREIGHT SYSTEM, INC. IN BOOK 8373, PAGE 764, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH SAID YELLOW FREIGHT SYSTEM, INC. S 41°11'00" W 135.00 FEET TO A CONCRETE MONUMENT (OLD); THENCE S 46°03'00" W 401.44 FEET TO A CONCRETE MONUMENT (OLD); THENCE S 41°11'00" W 285.77 FEET TO AN IRON ROD (OLD) AT THE CORNER OF SAID LAND CONVEYED TO YELLOW FREIGHT SYSTEM , INC. BY DEED OF RECORD IN INSTRUMENT NUMBER 20020102-0000649, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE S 23°45'00" W 160.78 FEET TO THE POINT OF BEGINNING CONTAINING 74760.46 SQ. FT OR 1.72 ACRES MORE OR LESS.