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BILL GARRETT, Davidson County
Trans:T20140089658 DEEDWARRSP
Recvd: 12/01/14 10:29 7 pgs
Fees:38.00 Taxes:3052.50
20141201-0109762

PREPARED BY:
Brian T. Chase, Esq.
Spotts Fain, PC
411 E. Franklin St., Ste. 600
Richmond, VA 23219

SPECIAL WARRANTY DEED

WHEN RECORDED, RETURN TO:	SEND TAX BILLS TO:	MAP/PARCEL NO.
Sain Holdings, LLC	Sain Holdings, LLC	Map 106-02
P.O. Box 1045	P.O. Box 1045	Parcel 018.00
Dalton, GA 30722-1045	Dalton, GA 30722-1045	

For and in consideration of Ten Dollars ($10.00) and other valuable consideration, **BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.**, a Tennessee corporation and successor by merger to **BROWNING-FERRIS INDUSTRIES OF NASHVILLE, INC.**, ("Grantor"), does hereby convey to **SAIN HOLDINGS, LLC**, a Georgia limited liability company ("Grantee"), the following described real property located in Davidson County, State of Tennessee (the "Property") together with all improvements thereon, and all rights, privileges, easements, hereditaments, tenements and appurtenances belonging to such Property:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE;

SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE; AND

SUBJECT TO: the taxes and assessments not yet delinquent, reservation in patents and all easements, rights-of-way, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; and such state of facts as would be disclosed by a proper inspection or accurate ALTA survey of the Property, the Grantor warrants the title against all acts of the Grantor and no other.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any ways appertaining, to the only proper use, benefit and behalf of the said Grantee forever, in Fee Simple, the said Grantor hereby covenanting that the above-described property is free and clear form any encumbrance done or suffered by Grantor. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the said Grantor.

DATED this 25th day of November, 2014.

BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC., a Tennessee corporation and successor by merger to BROWNING-FERRIS INDUSTRIES OF NASHVILLE, INC.

By: _____
Name: Tim Trost
Title: Authorized Agent

STATE OF Missouri)
) ss.
COUNTY OF St Louis)

Before me, Christina Michael of the state and county mentioned, personally appeared Tim Trost, 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 Authorized Agent of Browning-Ferris Industries of Tennessee, Inc. (successor by merger to Browning-Ferris Industries of Nashville, Inc.), the within named bargainor, a Tennessee corporation, and that he as such Authorized Agent, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Authorized Agent.

Witness my hand, at office, this 25 day of November, 2014.

_____
Notary Public

My Commission Expires:

Nov 28, 2017

CHRISTINA MICHAEL
Notary Public - Notary Seal
State of Missouri, St Louis County
Commission # 13802289
My Commission Expires Nov 28, 2017

STATE OF Missouri)
) ss:
COUNTY OF St Louis)

The actual consideration or value, whichever is greater for this transfer is $825,000.00.

Affiant

Subscribed and sworn to before me this the 25 day of November, 2014.

Notary Public

My commission expires: Nov 28, 2017

CHRISTINA MICHAEL
Notary Public - Notary Seal
State of Missouri, St Louis County
Commission # 13802289
My Commission Expires Nov 28, 2017

EXHIBIT "A" TO DEED

LEGAL DESCRIPTION

EXHIBIT A
FILE NO. 1412683CTN

TRACT NO. II: A tract of land in the 3rd Civil District of Davidson County, Tennessee, being parts of Lots Nos. 3 and 4 on the Plan of the Edward Trabue property, as of record in Book "I", page 190 & 191, United States Circuit Court of Nashville; and being part of the proposed subdivision of the Garth property, not of record, as shown on the survey by W.B. Southgate, Surveyor; and being more particularly described according to a survey by Parrish-Ragan, Inc., Job No. 73-223, dated December 5, 1973, as follows:

BEGINNING at an iron pin at the intersection of the northwesterly margin of the Louisville and Nashville Railroad and the southerly margin of Elm Hill Pike (formerly Stones River Road or Chicken Pike); thence, with the northwesterly margin of the said Louisville and Nashville Railroad, S. 51° 19' W. a distance of 611.67 feet to an iron pin; thence, continuing with the said margin S 47° 35' W, a distance of 84.47 ft. to an iron pin; thence, continuing with said margin S 48° 33' W, a distance of 223.37 ft. to an iron pin; thence, continuing with said margin S. 61° 05' W, 92.88 ft. to an iron pin; thence, leaving the northwesterly margin of the said Louisville and Nashville Railroad, N 14° 48' E, a distance of 58.34 ft. to an existing highway monument; thence, N 69° 47' W, a distance of 215.41 ft. to an existing highway monument; thence, N 60° 42' W, a distance of 98.44 feet to an existing highway monument; thence, N 21° 53' E., a distance of 29.83 ft. to an existing highway monument, a common corner between the herein described tract and the property conveyed to Davidson County Board of Education, of record in Book 626, page 678, Register's Office for Davidson County, Tennessee; thence with the southerly boundary line of said Board of Education property S 62° 24' E., 119.02 ft. to an iron pin; thence, N 86° 20' E, 125.48 feet to an iron pin, being in the southerly terminus of a 50-foot road, as referred to in the instrument of record in Book 2490, page 483, Register's Office for said County; thence with the easterly margin of said 50-foot road N. 23° 13' E, 491.44 ft. to an iron pin in the southerly margin of Elm Hill Pike; thence with said margin N. 88° 10' E., a distance of 308.52 feet to an existing monument; thence, continuing with said margin N 88° 01' E, a distance of 318.02 ft. to the point of beginning

LESS AND EXCEPT the following described properties:

Parcel A:

BEGINNING at an existing highway monument in the northerly right-of-way of I-40, said point being the most southwesterly corner of said Tract No. II above described; thence, N. 21° 53' E., a distance of 29.83 feet to an existing highway monument; thence, S. 62° 24' E., 119.02 feet to an iron pin; thence, S. 87° 00' W., a distance of 56 feet, more or less, to a point; thence; N. 60° 42' W., a distance of 67 feet, more or less, to the point of beginning.

Parcel B:

BEGINNING at an iron pin at the intersection of the northwesterly margin of the Louisville and Nashville Railroad and the southerly margin of Elm Hill Pike; thence with the northwesterly margin of the said Louisville and Nashville Railroad S. 51° 19' W., 611.67 feet to an iron pin; thence, continuing with said margin S 47° 35' W., a distance of 84.47 feet to an iron pin; thence, continuing with said margin S 48° 33' W., a distance of 223.37 feet to an iron pin, being the TRUE POINT OF BEGINNING; thence, S. 61° 05' W.; 92.88 feet to an iron pin; thence, N. 14° 48' E., a distance of 58.34 feet to an existing highway monument; thence, N. 69° 47' W., a distance of 83 feet, more or less, to a point; thence N. 25° 00' E., a distance of 30 feet, more or less, to a point; thence S. 69° 51' 33" E., a distance of 72 feet, more or less, to a point; thence, S 41° 30' E., a distance of 63 feet, more or less, to a point; thence, northeastwardly 17 feet, more or less, to the TRUE POINT OF BEGINNING.

BEING a portion of the same property conveyed to Browning-Ferris Industries of Nashville, Inc., by Deed of record in Book 5199, page 762, Register's Office for Davidson County, Tennessee.

EXHIBIT "B" TO DEED

RESTRICTIONS

Section 1. Restrictions.

A. Grantee acknowledges that the Property is near other property owned by Grantor, which adjacent property was/is being used by Grantor for operations associated with its waste disposal business ("Adjacent Operations").

B. Grantee agrees that: (a) neither it nor its successors or assigns shall object to the presence of the Adjacent Operations; (b) Grantee and its successors and assigns shall not object to any expansion of the Adjacent Operations; (c) upon request of Grantor (or its successor or assigns), Grantee shall state in writing that it has no objection to the expansion of the Adjacent Operations; (d) no demands, suits or other claims whatsoever of any type shall be made by Grantee or any subsequent owner of the Property or any portion thereof against Grantor or any of its predecessors in interest with respect to or arising from the Adjacent Operations; and (e) Grantee shall not use the Property for any purpose related to the disposal, hauling, storage or transfer of solid waste or recyclables or the operation of a business related to solid wastes or recyclables.

C. In addition to all remedies available to Grantor at law or in equity for any breach or threatened breach of the covenants or restrictions contained herein, Grantor, its successors or assigns shall be entitled to enjoin such breach or threatened breach of the covenants or restrictions contained herein. In addition, Grantor shall be entitled to recover from Grantee, its successors or assigns, all of Grantor's attorneys' fees, expert fees and costs, court costs and other litigation-related expenses arising from any enforcement of the covenants or restrictions contained herein.

Section 2. Covenants Run With The Land. The restrictions, reservations, terms and conditions contained in Section 1 above shall bind and run with the land hereby conveyed for a period of ninety-nine (99) years from the date of recordation of the Deed.

Section 3. As Is. The Property is conveyed subject to the following:

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR

BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTER DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE FROM AND AFTER THE DATE OF CLOSING. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY GRANTOR WITH RESPECT TO THE PROPERTY.