2nd

BILL GARRETT, Davidson County
Trans:T20140089658 DEEDQC
Recvd: 12/01/14 10:30 6 pgs
Fees:32.00 Taxes:0.00
20141201-0109763

This instrument was prepared by:
James E. Spruill, Esq.
Fidelity National Title Insurance Company
6840 Carothers Pkwy, Suite 200
Franklin, TN 37069

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Sain Holdings, LLC P.O. Box 1045 Dalton, GA 30722-1045	Same as New Owner	Map 106-02 Parcel 018.00

QUITCLAIM DEED

Know all persons by these presents, that **Browning-Ferris Industries of Tennessee, Inc.**, a Tennessee corporation and successor by merger to **Browning-Ferris Industries of Nashville, Inc.** (hereinafter referred to as the "Grantor"), does hereby release, remise, quitclaim and give unto **Sain Holdings, LLC**, a Georgia limited liability company (hereinafter collectively referred to as the "Grantee"), all Grantor's right, title and interest in and to the following described real estate located in Davidson County, Tennessee, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed 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 }
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 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 }
COUNTY OF St Louis }

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transaction is $0.00.

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

Legal Description
BFI Industries of Nashville, Inc.
Elm Hill Pike, Nashville, TN
W&A File No.857-0114

A tract of land lying in the 19th Councilmanic district of Davidson County, Tennessee, being parts of Lots Nos. 3 and 4 on the Plan of the Edward Trabue property, as of record on Book "I", page 190 & 191, United States Circuit Court of Nashville, also being Parcel 18.00 on Davidson County Property Map 106-02 and being bounded on the South by Interstate 40, on the West by Metro Government, on the North by Elm Hill Pike (Formerly Stones River Road or Chicken Pike), on the East by CSX Railroad (Formerly Louisville and Nashville Railroad) and being more particularly described according to a ALTA/ASCM Land Title Survey prepared by Wamble & Associates, PLLC, Dated November 16, 2012, and last revised on November 25, 2014 as Follows:

Beginning at an Iron Rod (New) at the Intersection of the South Right-of-Way of Elm Hill Pike (Formerly Stones River Road or Chicken Pike) and the West Boundary of the CSX Railroad (Formerly Louisville and Nashville Railroad);

THENCE, Leaving Said South Right-of-Way of Elm Hill Pike and Following Said Westerly Boundary of the CSX Railroad **South 51 Degrees 19 Minutes 17 Seconds West, 594.98 Feet** to a Concrete Monument (Old);
THENCE, Continuing with said CSX Railroad **South 47 Degrees 40 Minutes 48 Seconds West, 84.32 Feet** to a Concrete Monument (Old);

THENCE, Continuing with said CSX Railroad **South 48 Degrees 31 Minutes 08 Seconds West, 223.37 Feet** to an Iron Rod (New) at the Intersection of Said Westerly Boundary of CSX Railroad and the Northerly Right-of-Way of Interstate 40;

THENCE, Leaving Said Westerly Boundary of CSX Railroad and Following Said Northerly Right-of-Way of Interstate 40 **North 88 Degrees 17 Minutes 43 Seconds West, 17.00 Feet** to an Iron Rod (New);

THENCE, Continuing with said Interstate 40 **North 48 Degrees 11 Minutes 15 Seconds West, 63.00 Feet** to an Iron Rod (New);

THENCE, Continuing with said Interstate **North 69 Degrees 51 Minutes 33 Seconds West, 72.00 Feet** to an Iron Rod (New);

THENCE, Continuing with said Interstate **South 25 Degrees 00 Minutes 00 Seconds West, 30.00 Feet** to an Iron Rod (New);

THENCE, Continuing with said Interstate **North 69 Degrees 48 Minutes 38 Seconds West, 132.74 Feet** to a Concrete Highway Monument (Old);

THENCE, Continuing with said Interstate **North 61 Degrees 18 Minutes 22 Seconds West, 28.00 Feet** to a Concrete Highway Monument (Old);

THENCE, Continuing with said Interstate **North 82 Degrees 39 Minutes 03 Seconds East, 56.15 Feet** to an Iron Rod (Old) on the Southerly Boundary of the Metro Government Property as of Record in Deed Book 1783, Page 49, R.O.D.C., Tennessee;

THENCE, Leaving Said Northerly Right-of-Way of Interstate 40 and Following Said Southerly Boundary of the Metro Government Property and Continuing With the Terminus of a 50-Foot Un-Named Road **North 86 Degrees 20 Minutes 23 Seconds East, 125.34 Feet** to an Iron Rod (Old);

THENCE, Following the Easterly Right-Of-Way of said Un-Named Road **North 23 Degrees 20**

Minutes 11 Seconds East, 469.77 Feet to an Iron Rod (New);

THENCE, Continuing with said Un-Named Road with a curve to the right having a **Central Angle of 68 Degrees 48 Minutes 27 Seconds, an Arc Length of 30.02 Feet, A Radius of 25.00 Feet and a Chord Bearing and Length of North 57 Degrees 44 Minutes 25 Seconds East, 28.25 Feet** to an Iron Rod (New);

THENCE, Leaving said Un-Named Road and following the South Right-Of-Way line of Elm Hill Pike with a curve to the left having a **Central Angle of 04 Degrees 02 Minutes 16 Seconds, an Arc Length of 115.07 Feet, a Radius of 1,632.85 Feet and a Chord Bearing and Length of South 89 Degrees 52 Minutes 29 Seconds East, 115.05 Feet** to an Iron Rod (New);

THENCE, Continuing with said Elm Hill Pike Right-Of-Way **North 88 Degrees 06 Minutes 58 Seconds East 482.00** Feet to the Point of Beginning.

Containing 212,344 Square Feet or 4.87 Acres.

Being all of Tract No. II conveyed to Browning-Ferris Industries of Nashville from Thompson & Green Machinery Company, Inc. as of record in Deed Book 5199, Page 762 in the Register's Office for Davidson County, Tennessee

EXHIBIT B

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.