RETURN TO
Stewart Title Company
121 First Avenue South, Suite 200
Franklin, TN 37064
File #01288-28776

WHEN RECORDED, RETURN TO:

Stewart Title Company
121 First Avenue South
Franklin, TN 37064

PREPARED BY:

David V. DuVal, Esquire
Spotts Fain, PC
411 E. Franklin Street, No. 600
Richmond, VA 23219

SPECIAL WARRANTY DEED

For and in consideration of Ten Dollars ($10.00) and other valuable consideration, Browning Ferris Industries of Tennessee, Inc., a Tennessee corporation, f/k/a Browning-Ferris Industries of Memphis, Inc., a Tennessee corporation, successor in interest by merger with Browning-Ferris Industries of Nashville, Inc., a Tennessee corporation ("Grantor"), does hereby convey to Mid-TN Erosion and Sediment Control, Inc., a Tennessee corporation ("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.

DATED this 23rd day of February, 2016.

[Signature Page Follows]

BILL GARRETT, Davidson County
Trans:T20160018026 DEEDWARRSP
Recvd: 03/04/16 12:38 5 pgs
Fees:28.00 Taxes:3700.00
20160304-0020972

GRANTOR:

Browning-Ferris Industries of Tennessee, Inc.,

By: W. T. Eggleston Jr
Name: W.T. Eggleston Jr.
Title: VP

STATE OF Arizona)
) ss.
County of Maricopa)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, W.T. Eggleston Jr., with whom I am personally acquainted and who proved him/her self to be the Vice President of Browning-Ferris Industries of Tennessee, Inc., a Tennessee corporation, f/k/a Browning-Ferris Industries of Memphis, Inc., a Tennessee corporation, successor in interest by merger with Browning-Ferris Industries of Nashville, Inc., the bargainor and who, being authorized to do so, acknowledged he/she executed the foregoing instrument for the purposes therein contained.

Notary Public State of Arizona
Maricopa County
Andrea Wing
My Commission Expires 11/11/2018

Andrea Wing
Notary Public

My Commission Expires:

11/11/18

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,000,000.00

Kimberly Williams
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME,
THIS THE 23rd DAY OF February, 2016.

Dorothy E. Welch
Notary Public

MY COMMISSION EXPIRES: 4-13-19

SEND TAX BILLS TO NEW OWNER: Mid-TN Erosion and Sediment Control, Inc.
1122 Lebanon Pike
Nashville, TN 37210-3002

MAP PARCEL NUMBERS: 10606008600

DOROTHY E. WELCH
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT "A" TO DEED

Land in Davidson County, Tennessee being all of Lot No. 2 on the plan of Resubdivision of Thompson Subdivision, as shown by plat appearing of record in Plat Book 6250, page 445 Register's office for Davidson County, Tennessee to which plan reference is hereby made for a more complete description of said Lot.

Being part of the same property conveyed to Browning-Ferris Industries of Nashville, Inc., by Warranty Deed dated 08/19/1977 from Thompson and Green Machinery Company, Inc., of record in Book 5199, page 762 Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Plan of record in Plat Book 6250, page 445 Register's Office for Davidson County, Tennessee.

Common Easement of record in Book 5199, page 770 Register's Office for Davidson County, Tennessee.

Easement of record in Book 7358, page 632 Register's Office for Davidson County, Tennessee.

Taxes for the year(s) 2016 and thereafter a lien not yet due and payable. Property Taxes for the year 2016 have been pro-rated between the parties with the Grantor paying its share and the Grantee assuming responsibility for the payment thereof.

EXHIBIT "B" TO DEED

RESTRICTIONS

Section 1. Restrictions.

A. 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, directly or indirectly, related to the disposal, hauling, storage or transfer of solid waste or the operation of a business related to solid wastes or recycling.

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. GRANTEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY GRANTOR WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF GRANTOR CONCERNING THE PROPERTY, AND GRANTOR MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF.