SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 1144548 DEEDWARRSP
06/07/2024 10:55:30 AM 8 pgs
Fees: $43.00 Taxes: $14,800.00
20240607-0042785

STATE OF TENNESSEE)
COUNTY OF)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $4,000,000.00.

Affiant

Subscribed and sworn to before me, this 6th day of June, 2024.

Notary Public

My Commission Expires:

SAVANNAH KATELYN SUTTERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 11-03-2025

THIS INSTRUMENT PREPARED BY
Spencer Fane LLP, 511 Union Street, Suite 1000, Nashville, TN 37219

Name and Address of New Owner:	Map-Parcel Number(s):	Send Tax Bills To:
Big River Fence, LLC 1410 Lebanon Pike Nashville, Tennessee 37210	09400004600	Same as new owner

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 which are hereby acknowledged, **IMI Real Estate, LLC, an Indiana limited liability company** (the "**Grantor**"), has this day bargained and sold, and by these presents does hereby transfer and convey unto **Big River Fence, LLC, a Tennessee limited liability company** (the "**Grantee**"), and its successors and assigns, forever, the real estate located in Davidson County, State of Tennessee (the "**Property**"), more particularly described on Exhibit 1 attached hereto and incorporated herein.

This is improved property that currently is municipally known as 132 Spence Lane, Nashville, Davidson County, Tennessee 37210.

The Property is sold "AS IS, WHERE IS", subject only to the warranties expressly set forth below, and this conveyance is made subject to the limitations, restrictions and/or encumbrances set forth in Exhibit 2 attached hereto (collectively, the "**Permitted Exceptions**").

Use Restriction

Grantee agrees that the transfer and use of the Property is subject to the following Use Restriction (described and defined below), which Use Restriction and all provisions hereof shall run with the land and shall bind Grantee and all of Grantee's successors and assigns and their tenants, licensees, occupants, contractors, agents, invitees, guests, customers, and visitors. Neither the Property nor any portion thereof shall ever be used in any manner whatsoever for the operation of a wet-batch or dry-batch ready-mix concrete plant, facility, or operation or for the manufacture of concrete, whether or not concrete components

are fully mixed on the Property or any portion thereof (collectively, the "**Use Restriction**"). For clarification, the Use Restriction does not prohibit the storage of construction-related items made of concrete (such as road barricades) on the Property or any portion thereof, so long as the concrete used in such items is not manufactured on the Property or any portion thereof. Grantee acknowledges and agrees to the Use Restriction on behalf of itself and its owners, successors, and assigns (such Use Restriction constituting material consideration for Grantor's transfer of the Property to Grantee), and Grantor, all of Grantor's affiliates, and all of Grantor's and Grantors' affiliates' successors and assigns shall have all rights and remedies available at law and in equity to enforce the Use Restriction and shall be entitled to collect its costs and expenses (including attorney fees) incurred in connection with any enforcement of the Use Restriction. Grantor, all of Grantor's affiliates, and all of Grantor's and Grantors' affiliates' successors and assigns are the intended beneficiaries of the Use Restriction, and any one of them may enforce the Use Restriction. Grantor (or Grantor's successors or assigns) may affirmatively waive any of the foregoing in the waiving party's sole and absolute discretion, but such waiver must be in writing, and any failure by Grantor (or any Grantor successor or assign) to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.

TO HAVE AND TO HOLD the Property, together with all the improvements thereon and all rights associated therewith and appurtenances thereto belonging, subject to the Permitted Exceptions, unto the Grantee and its successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with Grantee that Grantor is lawfully seized and possessed of the Property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrance whatsoever, except for the Permitted Exceptions.

GRANTOR FURTHER COVENANTS with Grantee and binds Grantor and Grantor's, representatives and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but no further or otherwise.

All warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through, or under Grantor.

Property description information supplied by the parties. The preparer has not examined title to the Property and makes no representation or warranty with respect thereto.

WITNESS this the 6th day of June, 2024.

[Signature pages follow]

[Signature pages to Special Warranty Deed]

GRANTOR:

IMI Real Estate, LLC

By: _____
Stephanie Susott, Manager

STATE OF IN)
COUNTY OF Hancock)

Before me, a Notary Public of said County and State, personally appeared, Stephanie Susott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Manager of IMI Real Estate, LLC, the within named bargainor, an Indiana limited liability company, and that she as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as its Manager.

WITNESS my hand and seal at office this 5 day of June, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

2/20/2030

BRANDI MICHELLE VANSCHOYCK
Notary Public, State of Indiana
Marion County
Commission Number NP0739288
My Commission Expires
February 20, 2030

Grantee acknowledges and agrees to this Special Warranty Deed's terms and conditions, including the Use Restriction and terms related thereto.

ACKNOWLEDGED AND AGREED BY GRANTEE:

Big River Fence, LLC

By: _____
Name: Derek M. Smith
Title: Vice President and Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public of said County and State, personally appeared, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge himself to be the Vice President and Secretary of Big River Fence, LLC, a Tennessee limited liability company and the within named bargainor, and that he as such Vice President and Secretary executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as its Vice President and Secretary.

WITNESS my hand and seal at office this 5th day of June, 2024.

_____
NOTARY PUBLIC

DEBRA R VINCION
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires:
July 6, 2026

EXHIBIT 1

Description of Property

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

Land in Davidson County, Tennessee, being shown as Lot No. 2, Portion of property located on the north side of Lebanon Pike and east of Spence Lane, owned by Riverhills, Inc., a Tennessee corporation and described as follows:

Beginning at a point on the curve along easterly right-of-way line of Spence Lane, said point being the southwest corner of the herein described property, said point also being approximately center of 150' T.V.A. easement;

Thence, northerly around a curve having a radius of 555.72 feet concaving west, along easterly right-of-way line of Spence Lane, a distance of 143.46 feet to a point;

Thence, continuing northerly along easterly right-of-way line of Spence Lane, north 22 degrees 03 minutes 07 seconds west, a distance of 611.11 feet to a point;

Thence, continuing northerly around a curve having a radius of 823.55 feet concaving east, along easterly right-of-way line of Spence Lane, a distance of 225.72 feet to a point on curve; said point being northwest corner of subject property;

Thence, southeasterly around a curve having a radius of 200.00 feet concaving south, a distance of 216.27 feet to a point;

Thence, south 38 degrees 58 minutes 22 second east, a distance of 209.47 feet to a point;

Thence, south 33 degrees 48 minutes 57 seconds east, a distance of 229.04 feet to a point;

Thence, south 49 degrees 05 minutes 43 second east, a distance of 380.31 feet to a point; said point being the southeast corner of subject property;

Thence, southwesterly along approximate centerline of 150' T.V.A. easement and southerly boundary line of subject property, also northerly boundary line of parcel owned by J.D. Brown and J.E. Nichols, south 58 degree 51 minutes 50 seconds west, a distance of 308.22 feet to a point:

Thence, continuing southwesterly along approximate centerline of 150' T.V.A. easement, south 59 degrees 42 minutes 00 seconds west, a distance of 180.00 feet to the point of beginning.

Being the same property conveyed to IMI Real Estate, LLC, an Indiana limited liability company, by Deed of record as instrument No. 20210312-0033484, Register's Office for Davidson County, Tennessee.

EXHIBIT 2

Permitted Exceptions

1. All real estate taxes and assessments for 2024 and future years, the liens for such future years yet due and payable.

2. All public and utility easements, rights of way, and recorded agreements with governmental agencies and/or utilities

3. All governmental zoning rules and regulations applicable to the ownership and use of the Property.

4. All matters that may be disclosed by an accurate survey and inspection of the Property.

5. Liens (including materialmen's, mechanics', and contractor liens and lien rights), claims, and conditions created by or related to Grantee's or Grantee's agents' inspection of and work on the Property prior to the transfer consummated hereby.

6. The Use Restriction.

7. All matters shown on plat(s) of record in Book 4460, Page 117, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Right-of-Way or easement, by and between J.A. Henry (Grand Master; R.H. Heln Jr. (Deputy Grand Master); C.F. Simmons (Sr. Grand Warden); T.P. Haralson (Jr. Grand Warden); W.T. Hightower (Grand Treasurer); W.S. Thompson (Grand Secretary); A.M. Townsend (Endorsement Treasurer); J.H. Kelly (Endowment Secretary), Trustees of the most Worshipful Grand Lodge of A.F. and A.M. of J.H. Adams and T.H. Ward and Tennessee Power Company, a Tennessee corporation, of record in Book 437, Page 145, in the Register's Office of Davidson County, Tennessee.

9. Grant of Transmission Line Easement from Carrie M. Campbell and Lucille Campbell Ross to The United States of America, of record in Book 1163, Page 167, in the Register's Office of Davidson, County, Tennessee.

10. Grant of Transmission Line Easement from Carrie M. Cambell and Lucille S. Campbell Ross to The United States of America of Record in Book 1174, Page 42, in the Register's Office of Davidson County, Tennessee.

11. Grant of Transmission Line Easement from Lucille S. Campbell Ross and J.M. Whitsitt & Company, Inc. to The United States of America, of record in Book 1291, Page 115, in the Register's Office of Davidson, County, Tennessee.

12. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Riverhills, Inc. and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 6447, Page 737, in the Register's Office Davidson County, Tennessee.

13. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Riverhills, Inc. and Metropolitan Government of Nashville and Davidson

County, Tennessee, its successors and assigns forever, of record in Book 6733, Page 908, in the Register's Office Davidson County, Tennessee.

14. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by IMI Real Estate, LLC, of record in Instrument No. 202112230169986, in the Register's Office Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Bainbridge Dillion, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact correct copy of the original document executed and authenticated according to law on 06/06/2024

Bainbridge Dillion
Affiant Signature

Date: 06/06/2024

State of Tennessee

County of Davidson

Sworn to and subscribed before me this
06th day of June, 2024.

Jodean M. King
Notary's Signature

My Commission Expires: 7/22/2025
Date: 06/06/2024

Notary's Seal

