Karen Johnson Davidson County
Batch# 1467874 DEEDWARRSP
09/03/2026 12:37:30 PM 9 pgs
Fees: $47.00 Taxes: $0.00
20260903-0081872

This Instrument Prepared By:
Miller & Martin PLLC
401 Commerce Street, Suite 1010
Nashville, Tennessee 37219

Name and Address of New Owner:

Metropolitan Government
106 Metropolitan Courthouse
Nashville, Tennessee 37201
Attn: Director of Finance

Send Tax Bills To:

River Cement Sales Company
dba Buzzi Uunicem USA
100 Brodhead Rd., Suite 230,
Bethlehem, PA 18017

Parcel ID:

08200002100

SPECIAL 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 considerations, the receipt of which is hereby acknowledged, **RIVER CEMENT SALES COMPANY, a Delaware corporation d/b/a Buzzi Unicem USA** (hereinafter the "Grantor"), has this day bargained and sold, and does hereby transfer, convey and warrant to **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter the "Grantee"), its successors and assigns, the following described improved land in Davidson County, Tennessee, to wit:

[See Exhibit A attached hereto]

SUBJECT TO the explicit reservation and retention by Grantor and its successors and assigns of (i) the riparian rights associated with a portion of the land transferred pursuant to this Special Warranty Deed which portion lies within the banks of the Cumberland River and is depicted on **Exhibit B** attached hereto (the "Retained Riparian Rights Area") and (ii) an easement for the access, use and maintenance of two (2) existing sheet pile circular mooring cells driven into the bed of the Cumberland River, each cell approximately 16 feet in diameter, located about 150 feet apart, more or less (the "Easement"). The existing mooring cells/dolphins (the "Docking Facilities") are located within the banks of the Cumberland River and adjacent to the land transferred pursuant to this Special Warranty Deed. The use of the Retained Riparian Rights Area and the Easement by Grantor and its successors and assigns shall be limited to the continued unimpaired use of the Docking Facilities for the mooring, docking, fleeting, storing, and staging of industrial and commercial barges within the banks of the Cumberland River. Grantor and its successors and assigns shall have the right to maintain or modify the Docking Facilities to the extent necessary to enable the continued use of the Docking Facilities, but neither Grantor nor its successors and assigns may expand the Docking Facilities. Grantor's rights do not include the right

to load or unload barges to or from the land transferred pursuant to this Special Warranty Deed. The Easement also includes the right for Grantor and its successors and assigns to access the Docking Facilities through the land conveyed by this Special Warranty Deed for the purpose of maintaining the Docking Facilities upon providing Grantee with advance written request for such access as more fully set forth below. Grantor acknowledges that Grantee intends to substantially develop the land conveyed by this Special Warranty Deed, including the construction of buildings, improvements, and a floodwall and that at the time of this conveyance no defined path of access can be established. Upon receipt of written request by Grantor or its successors or assigns for access to the Docking Facilities through the land conveyed by this Special Warranty Deed, Grantee will make reasonable best efforts to promptly facilitate such access. Such written request shall be submitted to the Director of Metro Water Services with such request to include a detailed description of the nature of the access required together with the dates and times such access is required. Grantee and its successors and assigns shall cooperate to the extent necessary, but at the sole expense of Grantor and its successors and assigns, with regard to the issuance and renewal of any governmental permits that may be required for the continued and future use of the Docking Facilities for the mooring, docking, fleeting, storing, and staging of barges within the Cumberland River by Grantor and its successors and assigns. Such cooperation shall include, but not be limited to the execution and delivery of any documents that may become necessary to ensure the continued use of the Docking Facilities and Easement by Grantor and its successors and assigns, including any governmental permit applications that may be required. Grantee and its successors and assigns shall not construct any improvements within the Retained Riparian Rights Area which interfere with the use of the Docking Facilities or Easement by Grantor and its successors and assigns. Grantor and its successors and assigns shall indemnify Grantee and its successors and assigns for any injury or damage arising from the use of the Easement or the Docking Facilities by Grantor and its successors and assigns. Grantor and its successor and assigns hereby agree that the use of Docking Facilities and the Docking Facilities Easement Area by Grantor and its successors and assigns shall not interfere with the operation of Grantee's existing outfall structure located on the land transferred pursuant to this Special Warranty Deed and discharging from the bank of Cumberland River. The rights reserved herein by Grantor and Grantor's successors and assigns shall be deemed to continue until such time as either (a) Grantor (or Grantor's successors or assigns if applicable) notifies Grantee in writing that Grantor (or Grantor's successors or assigns if applicable) has permanently ceased operations which require the use of the Docking Facilities and the Easement; or (b) the property located at 1702 Second Avenue North, Nashville, Tennessee (Parcel ID No. 08200001900) is acquired by Grantee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it.

Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but not further or otherwise, but excluding as to those items set forth on Exhibit C.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 27th day of August, 2026.

River Cement Sales Company, a Delaware corporation d/b/a Buzzi Unicem USA

By: _____
Nancy L. Krial, Senior VP & CFO

STATE OF Pennsylvania)
COUNTY OF Northampton)

Before me, the undersigned Notary Public, of the State and County aforesaid, duly commissioned and qualified, personally appeared Nancy L. Krial, 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 Senior VP & CFO of River Cement Sales Company, a Delaware corporation d/b/a Buzzi Unicem USA, and that he as such Senior VP & CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such Senior VP & CFO.

WITNESS my hand and official seal this 27 day of August, 2026.

_____
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Ashley Plaxa, Notary Public
Northampton County
My commission expires February 4, 2027
Commission number 1345844
Member, Pennsylvania Association of Notaries

STATE OF TN)
COUNTY OF Sumner)

The actual consideration or value, whichever is greater, for this transfer is $24,150,000.00.

Jennifer Russell
Affiant

Subscribed and sworn to before me this 31 day of August, 2026.

KRISTEN M. TRAINI
Notary Public At Large
SUMNER COUNTY, TENN.

Notary Public
Notary Commission Expires: 10/24/2028

THIS TRANSACTION IS EXEMPT FROM TRANSFER TAX AS A TRANSFER TO A GOVERNMENT ENTITY PURSUANT TO TENN. CODE ANN. 67-4-409(a)1(E)

EXHIBIT "A"

(Legal Description)

A tract of land located in Metropolitan Nashville Davidson County, Tennessee, being lots 10, 11, 12, 13, 14, 15, and 16 of the O'Shaughnessy Plan and all of lots 3, 4, 5, and 6 along with parts of lots 1 and 2 of the Hugh F. McGavock Plan, both of which plans are recorded as combined in Book 021, page 119, Register's Office of Davidson County, Tennessee, and also including a portion of Burns Street as closed by the Davidson County Quarterly Court as evidenced in said Court's Minute Book C-1, Page 020, Davidson County Clerk's Office and more particularly described as follows: Beginning at an iron pin set at the intersection of the former centerline of Burns Street with the Southeastern right-of-way of Second Avenue north (said section of second Avenue North being as established by the Davidson County Quarterly Court, and evidenced in and Court's Minute Book B-1, Davidson County Clerk's Office); and proceeding as follows: With said right-of-way, North 31 degrees, 36 minutes, 02 seconds East, a distance of 127.47' to an iron pin; thence, continuing with said right-of way, in a curve to the left having a radius of 260,00', an arc length of 111.97' to an iron pin; thence, continuing with said right-of-way, North 06 degrees, 55 minutes, 32 seconds east, a distance of 150,98' to an iron pin; thence, leaving said right-of-way, and with the southwestern boundary of the property conveyed to Marquette Cement Manufacturing Company by deed of record in Book 4661, Page 451, R.O.D,C., Tennessee, South 59 degrees, 52 minutes, 46 seconds East, passing an iron pin at 305.00', a total distance of 393.5', more or less, to the 392 foot contour along the bank of the Cumberland River; thence, with said 392 foot contour, in a southerly direction, a distance of 490,00', more or less, to a point, said point being the original Eastern common corner of lots 9 and 10 as shown on said O'Shaughnessy Plan; thence, with the common line between said lots 9 and l0, South 56 degrees, 39 minutes, 33 seconds West, passing an iron pin at 52.58", a total distance of 412.00', more or less, to a P-K nail set in the former centerline of said Burns Street; thence, with said former centerline, North 26 degrees, 20 minutes, 38 seconds West, a distance of 586,59' to the beginning and containing 7.03 acres, more or less, according to a survey by Barry Greer and Associates, dated January 3, 1983 Being the same property conveyed by quitclaim deed recorded in Book 10221, page 609. For prior title, see deed recorded in Book 635, page 089 and Book 502, Page 079 in the Register's office of Davidson County, Tennessee.

Being the same property conveyed to Signal Mountain Sales Company, LLC, a Delaware limited liability company by Quitclaim Deed of record in Instrument Number 20091229-0117738, Register's Office for Davidson County, Tennessee. Signal Mountain Sales Company, LLC, a Delaware limited liability company merged into River Cement Sales Company, a Delaware corporation as evidenced by Affidavit of record in Instrument Number 20100112-0002851, Register's Office for Davidson County, Tennessee

EXHIBIT "B" (Page 1 of 2)

DEPICTION OF RETAINED RIPARIAN RIGHTS AREA

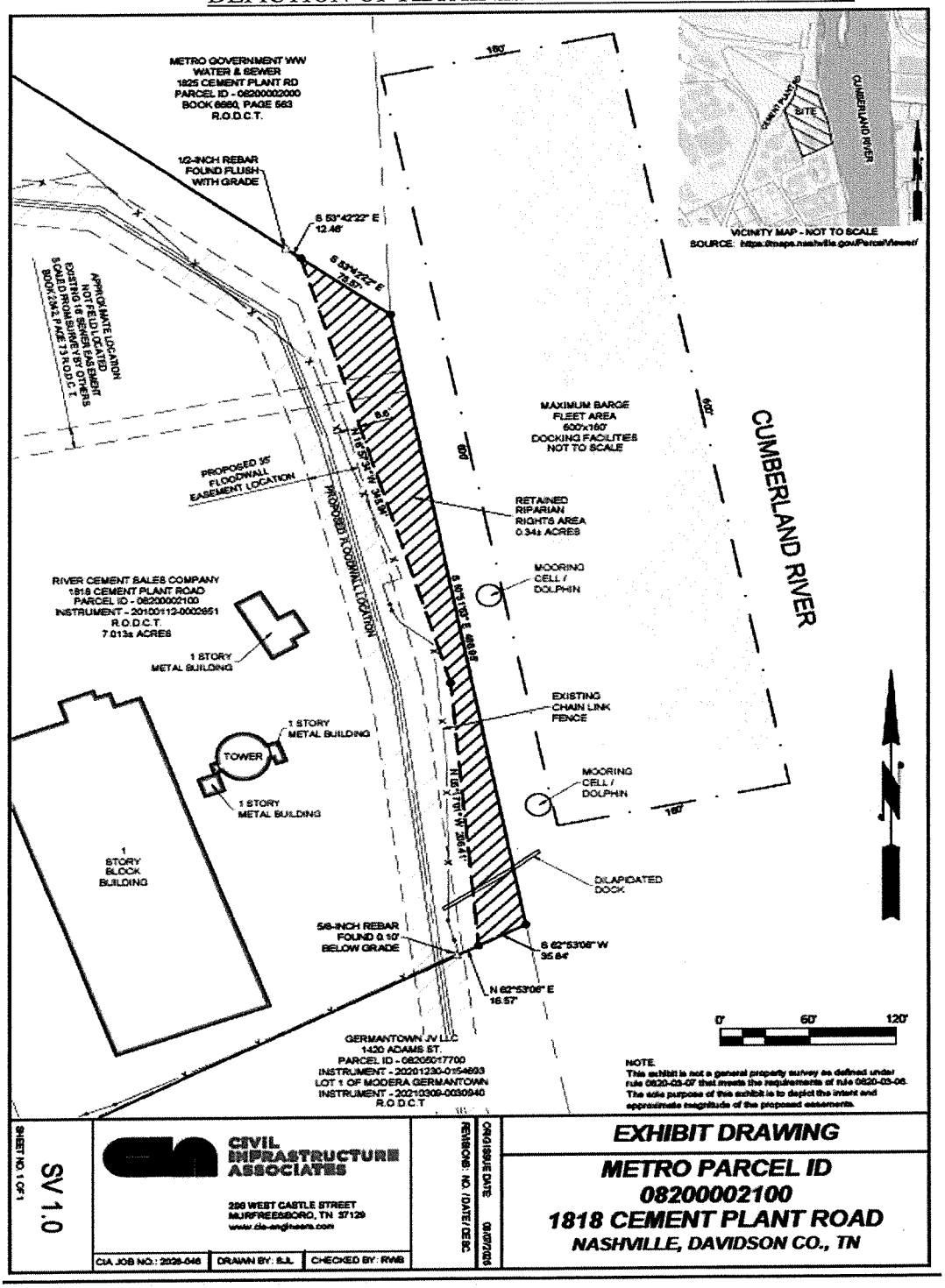


EXHIBIT "B" (Page 2 of 2)

LEGAL DESCRIPTION OF RETAINED RIPARIAN RIGHTS AREA

Being an irregular shaped area, situated within the 19th Civil District of Davidson County, Tennessee, and being a portion of that property conveyed to Signal Mountain Sales Company, LLC, a Delaware limited liability company, by Deed from Signal Mountain Cement Company, a Delaware corporation dated December 23, 2009, of record in Instrument No. 20091229-00117738, Register's Office of Davidson County, Tennessee. By way of Merger, Signal Mountain Sales Company, LLC is now known as River Cement Sales Company, a Delaware corporation, and reference is made to Affidavit and Merger Certificate of record in Instrument No. 20100112-0002851, Register's Office of Davidson County, Tennessee, said area being more particularly described as follows:

COMMENCING at a 5/8-inch rebar found in the north line of Germantown JV LLC of record in Instrument No. 20201230-0154693 in the Register's Office of Davidson County, Tennessee, thence with Germantown JV LLC North 62 degrees 53 minutes 06 seconds East, 16.57 feet to the top bank of the Cumberland River as measured on August 06, 2026, being the POINT OF BEGINNING; runs thence leaving Germantown JV LLC, through the lands of River Cement Sales Company and generally with the top bank of the Cumberland River as measured on August 06, 2026, North 05 degrees 17 minutes 01 seconds West, 206.41 feet; thence North 16 degrees 57 minutes 34 seconds West, 348.94 feet to a point in the south line of the Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 6660, Page 563 in the Register's Office of Davidson County, Tennessee, said point being South 53 degrees 42 minutes 22 seconds East, 12.46 feet from a ½-inch rebar found; thence with the Metropolitan Government of Nashville and Davidson County, Tennessee South 53 degrees 42 minutes 22 seconds East, 75.57 feet to the low water mark of the Cumberland River; thence with the low water mark of the Cumberland River South 10 degrees 51 minutes 53 seconds East, 486.95 feet to the northeast corner of Germantown JV LLC; thence with Germantown JV LLC South 62 degrees 53 minutes 06 seconds West, 35.84 feet to the POINT OF BEGINNING and containing 0.34 Acres, more or less, as surveyed by Sean J. Lanahan, Tennessee Registered Land Surveyor Number 3238, of Civil Infrastructure Associates, LLC 208 West Castle Street, Murfreesboro, TN 37129 on August 07, 2026.

EXHIBIT "C"

PERMITTED EXCEPTIONS

1. Ad valorem property taxes which are a lien but not yet due and payable.

2. All matters of record.

3. Matters which would be revealed by a current and accurate survey and inspection of the Property.

4. Applicable building, zoning and environmental laws and ordinances.

Tennessee Certification of Electronic Document

I, Kristen Traini, 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 copy of the original document executed and authenticated according to law on 8/27/2026 (date of document).

Affiant Signature

8/31/2026
Date

State of Tennessee

County of Sumner

Sworn to and subscribed before me this 31 day of August 2026.

Notary's Signature

MY COMMISSION EXPIRES: 01/30/2029

NOTARY'S SEAL

