

**UPDATED PROPOSED AMENDMENT – MARYVILLE QUARRY**

Redline = Updates to proposal presented to City Council on 5-30-2025

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT (“First Amendment”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among Tennessee Pleasant Properties, L.L.C., Virginia R. Pumphrey, Sally S. Truitt, Matthew T. Long, Betty J. Sharp, Ben R. Long, Dennis Matthew Long, IV, Legacy Vulcan Corp. (f/k/a Vulcan Materials Company), Vulcan Construction Materials, L.P., Vulcan Lands, Inc. (the Vulcan affiliated entities and their lessors are hereinafter referred to as “Vulcan”); APAC-Atlantic, Inc., d/b/a Harrison Construction (“Harrison”); and the City of Maryville (“City”), each as defined within the Settlement Agreement dated December 2, 2008 and collectively referred to herein as the “Parties.”

WHEREAS, on December 2, 2008, the Parties entered into a Settlement Agreement to compromise and settle the claims, defenses, and counterclaims alleged in the civil action styled *Sally S. Truitt, et al. vs. City of Maryville*, Blount County Chancery Court No. 04-159, Blount County, Tennessee (“Agreement” or “Settlement Agreement”).

WHEREAS, the Agreement provides that it may be amended only by a writing signed by all Parties thereto.

WHEREAS, the Parties have mutually agreed that for seventeen years since the commencement of the Agreement, Vulcan’s operational performance and track record have consistently met or exceeded the requirements of the Agreement.

WHEREAS the Parties have mutually agreed that during this time, Vulcan has maintained timely, transparent monitoring, reporting and open lines of communication with the City and the community.

WHEREAS the Parties have mutually agreed that Vulcan is an active corporate citizen and neighbor, providing economic benefits and supporting community organizations by providing land, volunteers, materials and contributions to support causes and organizations that support students, first responders, those in need to positively contribute to the quality of life that is important to the community.

WHEREAS, the Parties have mutually agreed that in the nearly two decades since the Agreement was executed, and without consideration for advancements in Mine Plan Engineering and Design, the Agreement’s limitations have become impractical, creating unintended operational constraints and limitations if the Agreement is not amended. Such constraints will require:

- a) The addition of more than One Hundred (100) feet in height to the current overburden storage area on Parcel 21 and Parcel 82.02;
- b) The removal of the existing vegetative screening on the southern boundary of Parcel 82.02 to accommodate overburden storage; and

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- c) The mining of the northern “triangle” area of Parcel 22 which is adjacent to Jarvis Park and Court Street and across from the sports fields (Parcel 23.01).

WHEREAS, the Parties mutually agree that amendments to the Agreement are necessary in order to update and enhance quarry operations, maintain operational efficiency and safety, and create additional community benefits including:

- a) Enhancing and extending the northern portion of the Parcel 22 vegetated visual and sound screening berm along Court Street;
- b) Improving and maintaining the overall appearance of Vulcan’s Maryville Quarry for neighbors on all sides of the site;
- c) Redesigning the current overburden storage area on Parcel 21 and Parcel 82.02 to maintain a maximum elevation of no more than One Thousand One Hundred (1,100) feet MSL, which is consistent with the general elevation of the overburden storage area as of the date of this First Amendment;
- d) Engineering, constructing and maintaining a permanent western landscaped berm including non-deciduous trees to enhance site visual and sound screening on Parcel 21;
- e) Centralizing Vulcan’s material extraction away from Jarvis Park, the sports fields and Court Street; and
- f) Maintaining the existing vegetative screening on the southern boundary of Parcel 82.02.

WHEREAS, the Parties mutually agree that amendments to the Agreement are necessary in order to update and enhance the Harrison operation on Parcel 22 to create additional community benefits. Within five (5) years of this First Amendment, Harrison will make the following enhancements to its operation including:

- a) Moving the hot-mix asphalt plant to the south and west of its current location, away from Jarvis Park and no less than Three Hundred (300) feet from Court Street; and
- b) Using Dark Sky International lighting protocol to manage nighttime lighting on its operation.

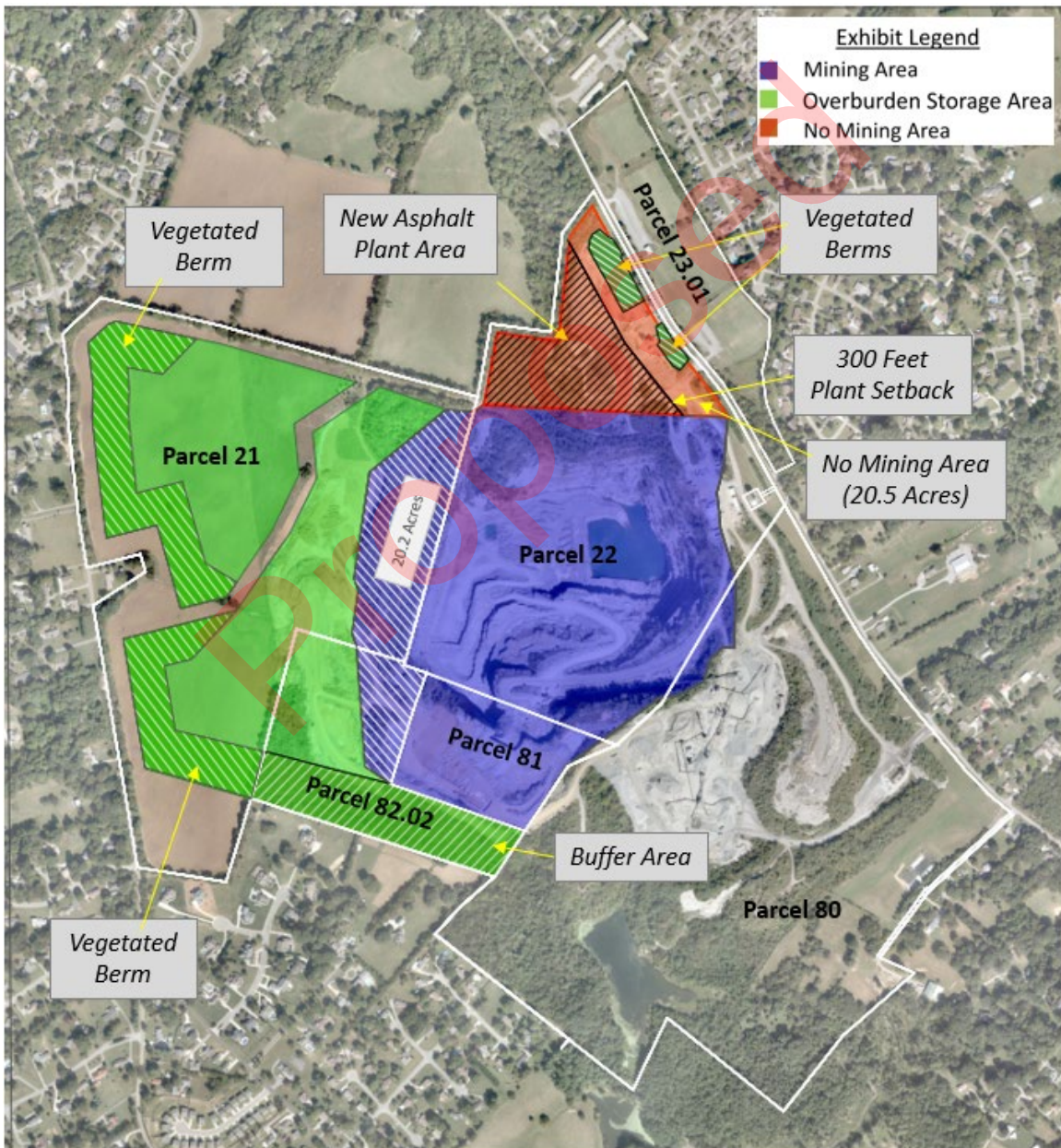
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NOW, THEREFORE, in consideration of the terms and conditions set forth in this First Amendment, the Parties agree as follows:

1. The provisions of the Agreement labeled “THE AGREEMENT REGARDING ZONING AND NONCONFORMING USE RIGHTS” are amended by deleting the second sentence in the third paragraph on Page 2 in its entirety and adding the following in accordance with **Exhibit 1**, which is attached hereto and incorporated herein below:

**EXHIBIT 1**



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The Parties agree that on Parcel 21 Vulcan will redesign the current overburden storage area to create a permanent vegetated berm along the western perimeter of the overburden storage area (indicated with hatching in green on Exhibit 1) at a maximum elevation of no more than One Thousand One Hundred (1,100) feet MSL not to exceed the general elevation of the overburden storage area as of this date of this First Amendment while maintaining a setback buffer of no less than One Hundred Fifty (150) feet from Montvale Road and a Fifty (50) feet setback buffer from the City sewer line.

Vulcan will be responsible for planting, seeding and maintaining the berm and buffer area, including non-deciduous trees.

A setback of no less than One Thousand Five Hundred (1,500) feet from Montvale Road is established to limit material extraction to a portion (indicated with hatching in blue on Exhibit 1) of the eastern side of Parcel 21 that is adjacent to the existing material extraction area.

The Parties agree that on Parcel 82.02 Vulcan will maintain the vegetated south slope of the existing berm on the southern boundary in a substantially similar state as it exists as of the date of this First Amendment (indicated with hatching in green on Exhibit 1) and will maintain a maximum overburden elevation of no more than One Thousand One Hundred (1,100) feet MSL not to exceed the general elevation of the overburden storage area as of this date of this First Amendment.

A setback of no less than One Thousand Five Hundred (1,500) feet from Montvale Road is established to limit material extraction to a portion (indicated with hatching in blue on Exhibit 1) of the eastern side of Parcel 82.02 that is adjacent to the existing mining pit.

The Parties agree that on Parcel 22 Vulcan will not mine the northern “triangle” area (indicated in red on Exhibit 1) that is adjacent to Jarvis Park and Court Street and across from the sports fields (Parcel 23.01). Vulcan will also enhance and extend the northern portion of the vegetated visual and sound screening berm along Court Street (indicated with hatching and labeled “Vegetated Berms” on Exhibit 1).

The Parties agree that on Parcel 22 Harrison will within five (5) years of this First Amendment move the hot-mix asphalt plant to the south and west of its current location (indicated with hatching and labeled “New Asphalt Plant Area” on Exhibit 1), away from Jarvis Park and no less than Three Hundred (300) feet from Court Street).

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2. The provisions of the Agreement labeled “OPERATIONS ON 21 AND 82.02” are amended by deleting the first paragraph on Page 7 in its entirety and adding the following:

**OPERATIONS ON 21 AND 82.02**

There shall be no Quarry Operations on Parcel 21 or Parcel 82.02 except for overburden storage, berming, limited material extraction (*i.e.* mining) (as indicated with hatching in blue on Exhibit 1), equipment storage, installation and maintenance of storm water retention ponds and utilities, if needed, and roads for the above uses. However, except as allowed within the geospatial limitations below, this provision does not modify the agreement regarding the failure of those parcels to qualify for nonconforming use status under any City of Maryville zoning ordinance. All activities on parcels 21 and 82.02 must be in compliance with applicable laws and regulations relating to mining. The western toe of the berm shall remain a minimum of One Hundred Fifty (150) feet from Montvale Road in order to construct the landscaped berm and to provide an appropriate buffer/green space. Retention ponds to manage water runoff from the berms shall be approved by the City of Maryville, with approval not to be unreasonably withheld and approval deemed granted if in compliance with applicable state law. Installation and maintenance of electrical utility line(s) shall be subject to the approval of the City of Maryville, which shall not be unreasonably withheld. Any road described hereunder shall be designed, constructed, and maintained in accordance with plans approved by the City of Maryville Engineering Department, which approval shall not be unreasonably withheld. Further, the Parties agree that no mining (*i.e.* material extraction) will take place on Parcel 21 and Parcel 82.02 any closer than One Thousand Five Hundred (1,500) feet from Montvale Road (as indicated with hatching in blue on Exhibit 1). Furthermore, on Parcel 82.02, a buffer area of 300 feet from the southern parcel boundary shall be established to preserve the existing vegetated berm in a substantially similar state as it exists as of the date of this First Amendment (as indicated with hatching in green on Exhibit 1).

3. As consideration for the amendments to the Agreement described herein, Vulcan agrees to provide the following additional benefit(s) to the City of Maryville. Vulcan will:

- a) Not mine the northern “triangle” area (indicated in red on Exhibit 1) that is adjacent to Jarvis Park and Court Street and across from the sports fields (Parcel 23.01);
- b) Enhance and extend the northern portion of the vegetated visual and sound screening berm along Court Street on Parcel 22 (indicated with hatching and labeled “Vegetated Berms” on Exhibit 1).
- c) Relocate noise and dust stations to align with the operational changes made herein this First Amendment, to ensure compliance with the Agreement;

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- d) Require the use of low-sound safety backup alarms on mobile equipment operating on Parcel 21 and Parcel 82.02 as long as permitted by the federal Mine Safety and Health Administration (MSHA);
- e) Refrain from building any future overburden storage area above a maximum elevation of One Thousand One Hundred (1,100) feet MSL on Parcel 21, Parcel 22, Parcel 81, and Parcel 82.02;
- f) Add (4) mobile vibration monitors to its monitoring network and relocate these units as needed to collect additional scientific data and ensure compliance with the Agreement, for a total of up to eight (8) vibration monitor locations;
- g) Maintain a contact list of neighbors who choose to be notified in advance of a blast; and
- h) Actively partner with the City of Maryville Police Department and Blount County Sheriff's Department to promote road safety and regulations with customer truckers including education and awareness events.

4. As consideration for the amendments to the Agreement described herein, Harrison within five (5) years of this First Amendment agrees to provide the following additional benefit(s) to the City of Maryville. Harrison will:

- a) Move the hot-mix asphalt plant to the south and west of its current location, away from Jarvis Park and no less than Three Hundred (300) feet from Court Street; and
- b) Use Dark Sky International lighting protocol to manage nighttime lighting on its operation.

5. The parties reaffirm and state that the Agreement, this First Amendment and the obligations provided for therein or hereunder shall be binding upon the Parties hereto, their predecessors, successors, assigns, agents, representatives, administrators, guardians, trustees, attorneys-in-fact, and agents and any other person authorized to exercise any rights on behalf of any Party. It is understood and agreed that there are no third-party beneficiaries of the Agreement or this First Amendment and that the only beneficiaries are the Parties. No third parties whatsoever are conferred or intended to be conferred any rights, intended or otherwise, claims, or obligations herein.

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6. Except as expressly amended by this First Amendment, the Settlement Agreement shall remain in full force and effect, and the Parties do hereby ratify and reconfirm all of the terms and conditions of the Settlement Agreement, and agree to be bound to and abide thereby.

7. All capitalized terms used herein have the meaning specified either herein or as specified in the Settlement Agreement.

8. This Amendment is and shall in all respects be interpreted, enforced, and governed under the laws of the State of Tennessee.

9. This Amendment may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Each Party agrees to accept as binding upon it, her, or him, an executed counterpart of this Amendment transmitted to the party by facsimile or in portable data format by electronic transmission by the executing party.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

*[signatures on following page(s)]*

Proposed

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

**Tennessee Pleasant Properties, LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Virginia Pumphrey, President**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared Virginia Pumphrey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President (or other officer authorized to execute the instrument) of **TENNESSEE PLEASANT PROPERTIES, LLC**, the within named bargainer, a limited liability company, and that as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as President.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Virginia R. Pumphrey**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **VIRGINIA R. PUMPHREY**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Proposed

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Sally S. Truitt**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **SALLY S. TRUITT**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Proposed

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Betty J. Sharp**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **BETTY J. SHARP**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Proposed

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Ben R. Long**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **BEN R. LONG**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Proposed

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_  
\_\_\_\_\_ **Matthew T. Long**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **MATTHEW T. LONG**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Proposed

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SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Dennis Matthew Long, IV**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **DENNIS MATTHEW LONG, IV**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Proposed

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

**Legacy Vulcan Corp. (f/k/a Vulcan Materials  
Company)**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Brent P. Goodsell, President, Central Division**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared **BRENT P. GOODSELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President (or other officer authorized to execute the instrument) of **LEGACY VULCAN CORP. (f/k/a Vulcan Materials Company), Central Division**, the within named bargainer, a limited partnership, and that as such President of the General Partner, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited partnership as President.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

**Vulcan Construction Materials, LLC**

By its Member,  
LEGACY VULCAN CORP. (f/k/a Vulcan  
Materials Company)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Brent P. Goodsell, President, Central Division**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared **BRENT P. GOODSELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President (or other officer authorized to execute the instrument) of the Central Division of **LEGACY VULCAN CORP. (f/k/a Vulcan Materials Company)**, a Member of **VULCAN CONSTRUCTION MATERIALS, LLC**, the within named bargainor, a limited partnership, and that as such President of the General Partner, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited partnership as President.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

**Vulcan Lands, Inc.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Mark T. Thurston**  
**Vice President and Assistant Secretary**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared **MARK T. THURSTON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Vice President and Assistant Secretary (or other officer authorized to execute the instrument) of **VULCAN LANDS, INC.**, the within named bargainer, a corporation, and that as such Vice President and Assistant Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vice President and Assistant Secretary.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
SIGNATURE PAGE**

AGREED TO AND ACCEPTED:

**City of Maryville**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
**Melanie Davis, City Attorney**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be \_\_\_\_\_ (or other officer authorized to execute the instrument) of **CITY OF MARYVILLE**, the within named bargainor, a corporation, and that as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT COUNTERPART  
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AGREED TO AND ACCEPTED:

**APAC-Atlantic, Inc., d/b/a Harrison  
Construction**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be \_\_\_\_\_ (or other officer authorized to execute the instrument) of **APAC-ATLANTIC, INC., d/b/a HARRISON CONSTRUCTION**, the within named bargainor, a corporation, and that as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**EXHIBIT 1**

