

LEVEE PROJECT AGREEMENT

THIS LEVEE PROJECT AGREEMENT (the “Agreement”) is entered into as of the ___ day of _____, 2019 (the “Effective Date”), by and between State Industries, LLC, a Tennessee limited liability company (the “Company”), being a wholly owned subsidiary of A.O. Smith Corporation, a Delaware corporation (A.O. Smith), and the Town of Ashland City, Tennessee, a municipal corporation of the State of Tennessee (“Town”). A.O. Smith joins in this Agreement for the purpose set out in Section ~~2220~~.

WITNESSETH:

WHEREAS, the Company is the owner of that certain real property located in Ashland City, Cheatham County, Tennessee, as more particularly shown on Exhibit 1 (the “Company Property”); and

WHEREAS, the Company has proposed to construct a project to reduce the impact to the Company’s manufacturing facility located on the Company Property and the Town’s wastewater treatment plant caused by the rise of the Cumberland River up to elevation 409 above sea level (the “Levee Project”); and

WHEREAS, the Town is the owner of that certain real property located adjacent to the Company Property and more particularly described on Exhibit 2 (the “Town Property”) and that certain real property on which the Town’s wastewater treatment plant is located, which is more particularly shown on Exhibit 3 (the “Wastewater Treatment Property”); and

WHEREAS, a portion of the proposed Levee Project would be constructed on the Town Property and on the Wastewater Treatment Property; and

WHEREAS, as part of the Levee Project, the Company ~~proposes to relocate certain improvements on the Wastewater Treatment Property and will~~ reconfigure the boundaries of the Wastewater Treatment Property; and either relocate the press building on the Wastewater Treatment Property or pay to the Town the cost of a comparable press building constructed by the Town on other property owned by the Town and;

WHEREAS, in order to obtain fill material for the Levee Project, the Company proposes to remove topsoil and subsoil from a borrow area located on a portion of the Town Property and restore the borrow area for future development by the Town as a recreational lake; and

WHEREAS, as part of the Levee Project, the Company will remove the Rhea Street Bridge over Puzzle Fool Branch and relocate the access to the Wastewater Treatment Property to a portion of the Company Property; and

WHEREAS, the Company and the Town hereby enter into this Agreement in order to memorialize their agreements and understandings with respect to the Levee Project.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. City Approval of Agreement. This Agreement is subject to the approval of the Town’s City Council (the “City Council”) Approval of this Agreement by the City Council will be deemed approval by the Town of all agreements, drawings, descriptions, plans and other items included as

exhibits to this Agreement.

2. Levee Project Easement Agreement. The Town hereby approves the Easement Agreement in substantially the form which is attached hereto as Exhibit 4 (the “Easement Agreement”) and authorizes, empowers and directs the Mayor to execute and to deliver the Easement Agreement, the Easement Agreement to contain such terms and provisions as shall be approved by the Mayor, the execution and delivery thereof to constitute conclusive evidence of such approval.

~~3. Amendment to Access Easement. The Town currently has an access easement over a portion of the property conveyed to the County by State Industries, Inc., a Tennessee corporation (“State Industries”) by Special Warranty Deed of record in Record Book 370, page 394, Register’s Office for Cheatham County, Tennessee (the “County Property”), pursuant to that certain Easement Agreement, dated the 12th day of May, 2005 between State Industries and the Town, which is recorded at Survey Easement Utility Book 1, page 185, Register’s Office for Cheatham County, Tennessee (the “Access Easement Agreement”). The County and the Company have entered into an Easement Agreement in order to permit the Company to construct the Levee Improvements on the County Property (the “County Levee Improvement Easement”), and a portion of the Town’s access easement granted pursuant to the Access Easement Agreement is within the perpetual easement granted in the County Levee Improvement Easement. Also in the County Levee Improvement Easement, the County retained a non-exclusive access easement (the “County Retained Access Easement”) over the portion of the County Property (the “County Retained Access Easement Area”) in order to permit the County and the Town to access their adjoining properties for recreational uses and to permit the Town to access its existing Fire Department training facilities. Therefore the Access Easement Agreement will need to be amended to terminate the access easement over the portion of the County Property (the “Terminated Access Easement Area”), and to grant an access easement to the Town over the County Retained Access Easement Area. The Town hereby approves the Amendment to Easement Agreement, terminating the access easement over the Terminated Access Easement Area and granting an access easement over the County Retained Access Easement Area, in substantially the form which is attached hereto as Exhibit 5 (the “Amendment to Easement”) and authorizes, empowers and directs the Mayor to execute and to deliver the Amendment to Easement, the Amendment to Easement to contain such terms and provisions as shall be approved by the Mayor, the execution and delivery thereof to constitute conclusive evidence of such approval.~~

3. ~~4.~~ Property Transfers. In order to eliminate encroachments on the Wastewater Treatment Property, the Company agrees to convey to the Town for no additional consideration the property shown on the drawing attached hereto as Exhibit 65 and as more particularly described on Exhibit 76, and the Town agrees to convey to the Company for no additional consideration the property shown on the drawing attached hereto as Exhibit 65 and as more particularly described on Exhibit 76. The Company shall retain a perpetual, exclusive easement over, under, through and across the portions of the Company Property (the “Retained Levee Improvements Easement”) as more particularly shown on the drawing attached hereto as Exhibit 87 and as more particularly described on Exhibit 98 (the “Retained Levee Improvements Easement Area”), for purposes of constructing, operating, repairing, modifying, expanding, maintaining and replacing the Levee Project, and a temporary construction easement over, under, through and across the portions of the Company Property (the “Retained Temporary Construction Easement”) as more particularly shown on the drawing attached hereto as Exhibit 87 and as more particularly described on Exhibit 98 for purposes of constructing the Levee Project (the “Retained Temporary Construction Easement Area”).

4. ~~5.~~ Reimbursement of Town’s Expenses. The Company agrees to reimburse the Town for its reasonable engineering fees and attorneys’ fees incurred in connection with the negotiation of this Agreement and the Easement Agreement and the review of the Levee Project Plans.

5. ~~6.~~ Conveyance of Excess Property. The Company hereby agrees that upon completion of the construction of the Levee Project, that any portion of the property shown on the drawing attached hereto as Exhibit 409 and as more particularly described on Exhibit 410 no longer needed for the operation, maintenance, replacement or expansion of the Levee Project shall be conveyed to the Town for no additional consideration.

6. ~~7.~~ Release of Easement. Upon the completion of the new functional access drive to the Wastewater Treatment Property pursuant to Section 6(a) of the Easement Agreement, the City shall execute and record a release of the access easement of record at Survey Easement Utility Book 2, page 292, Register's Office for Cheatham County, Tennessee.

7. ~~8.~~ Traffic Signal. The Parties acknowledge the Tennessee Department of Transportation ("TDOT") will undertake a project to raise the elevation of Tennessee Waltz Pkwy (SR 455) (the "Parkway") so that the Parkway can cross the top of the levee constructed as part of the Levee Project (the "TDOT Project") and the TDOT Project will require the closing of a portion of the Parkway for an extended period of time. The Parties agree that a traffic light at the intersection of State Route 12 and the Parkway (the "Traffic Light") could reduce the impact on traffic resulting from the closing of a portion of the Parkway and a traffic study ~~should be~~ has been undertaken in order to determine whether the Traffic Light would be warranted and could be permitted by TDOT (the "Traffic Study"). The Company agrees to reimburse the Town for the cost of the initial phase of the Traffic Study in an amount not to exceed \$20,000.00. The Company shall pay the costs of the Traffic Study to the Town within thirty (30) days of receipt of the reasonable documentation of the costs of the Traffic Study from the Town. The Parties agree that ~~in the event~~ since the Traffic Study determines that the Traffic Light ~~would~~ will be warranted, ~~then and TDOT has advised the Town and~~ the Company ~~shall install the Traffic Light recommended in the Traffic Study during the construction of the Levee Project. Following the~~ that it has no objection to the installation of the Traffic Light, then the Company shall ~~convey the Traffic Light to~~ reimburse the Town ~~and the Town shall be responsible for the costs of the operation, maintenance and replacement~~ design and installation of the Traffic Light within thirty (30) days of receipt of the reasonable documentation of the costs of the design and installation of the Traffic Light from the Town.

8. ~~9.~~ Transferred Road Maintenance. Upon completion of the TDOT Project, TDOT intends to convey to the Town the portions of the Parkway located within the levee constructed as part of the Levee Project (the "Transferred Road"). The Company reserves the right to negotiate with TDOT over TDOT retaining ownership and control of the Transferred Road. In the event TDOT ownership and control of the Transferred Road to the Town, the Company agrees to reimburse the Town for the amount of actual costs incurred by the Town to maintain the Transferred Road. The Town shall submit to the Company documentation of the cost paid for such maintenance and the Company shall pay said cost within thirty (30) days. The Company shall submit to the Town a bond or letter of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) within thirty (30) days of the completion of the Levee Project that shall be for a term of ten (10) years. At the end of the expiration of initial ten (1) year period, a new bond or letter of credit shall be provided to the Town by the Company. The amount of the bond shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the date of the initial bond or letter of credit by the CPI-U indicator published ten (10) year and three (3) months prior to the date of the initial bond or letter of credit, and multiplying the resultant number by Five Hundred Thousand Dollars (\$500,000.00). Said bond or letter of credit shall be renewed every five (5) years as long as the road is maintained by the Town. The amount of the bond shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the date of the previous bond or letter of

credit by the CPI-U indicator published five (5) year and three (3) months prior to the date of the previous bond or letter of credit, and multiplying the resultant number by amount of the previous bond or letter. The Company shall provide to the Town proof of bond and or letter of credit and have the Town named as insured.

9. ~~10.-Approval of Levee Project Plans.~~ Construction plans and specifications for the Levee Project have been submitted by the Company and are attached hereto as Exhibit 1211 (the “Levee Project Plans”). In the event of any revision to the Levee Project Plans, such revised Levee Project Plans will be submitted to the Town for review and approval. The Town agrees to expeditiously review and approve or provide comments to same; provided, however, that the Town may object to such revised Levee Project Plans to the extent they are inconsistent with the previously approved version of Levee Project Plans. The Town will notify the Company in writing of any concerns or objections that the Town has with regard to any revision to the Levee Project Plans within ~~thirtysixty (3060)~~ days following receipt of same (“Review Period”). If the Town does notify the Company in writing within the Review Period that some aspect of the revision to Levee Project Plans is not materially consistent with the previously approved version of such Levee Project Plans, the Company and the Town will diligently work to resolve the Town’s concerns and objections. Any material change in the Levee Project Plans will be subject to approval by the City Council and the Town will endeavor to have such approval included on the agenda of the City Council as quickly as possible. If the Town fails to object to the revision to the Levee Project Plans, within the Review Period, the Company may initiate the mediation process pursuant to Section 12.

10. ~~11.-Construction of the Levee Project.~~ The Company shall construct the Levee Project in accordance with the Levee Project Plans, including Minor Deviations, and the terms of this Agreement and perform all other work reasonably inferable from the Levee Project Plans. “Minor Deviations” means minor deviations from the Levee Project Plans that result from workmanship that is within normal construction tolerances for comparable Levee projects recently built by skilled, experienced and reputable contractors, but not any deviations resulting from a substitution of materials, a change in design, or a failure to install any component of the Levee Project Plans.

11. ~~12.-Turn Lane.~~ The Company and Town agree to work together on obtaining funding from ~~the Tennessee Department of Transportation~~ TDOT for the addition of a turn lane on Tennessee Waltz Parkway at the ~~main~~corporate/truck entrance to the Company’s manufacturing facility located on the Company Property.

12. ~~13.-Mediation.~~ If the Parties are in disagreement regarding the approval of the Levee Project Plans, the Parties, within ten (10) days after the first notice given under this Agreement regarding such dispute, shall first submit such dispute to non-binding mediation in Nashville, Tennessee, with each party to bear their own costs and expenses and with each party to share the fees and expenses of the mediator equally. The duration of the mediation shall be limited to two Business Days and shall be concluded on or before ten (10) calendar days following the selection by the Parties of a mediator (or at such later date as the parties may agree). The Parties agree to meet with the mediator in good faith in an effort to resolve the dispute, and no Party may commence arbitration until completion of the mediation session. The Parties will cooperate [i] in selecting an independent mediator experienced in disputes of the subject and nature under dispute and [ii] in scheduling the mediation proceedings. No settlement reached by mediation will be binding unless agreed to in writing by the Parties. ~~If mediation of the dispute fails to resolve the dispute, any such unresolved dispute shall then be submitted to arbitration in accordance with the provisions of Section 14.~~ Notwithstanding the foregoing, nothing shall prevent the Parties from first attempting in good faith to resolve any such dispute promptly by negotiation between executives and/or appropriate representatives of each party who have authority to resolve the dispute.

~~14. Arbitration. In the event that mediation, as set forth in Section 12 is unsuccessful, the Parties shall submit such dispute to mandatory arbitration in accordance with the provisions of this Section 14; provided, however, the waiver in this Section 14; will not prevent the Town or the Company from commencing an action in any court for the sole purposes of enforcing the obligation of the other party to submit to binding arbitration or the enforcement of an award granted by arbitration herein. Any dispute between the Town and the Company as to the approval of the Levee Project Plans shall be resolved through binding arbitration as hereinafter provided in Nashville, Tennessee. If arbitration is required to resolve a dispute between the Town and the Company, the Town and the Company shall agree upon one (1) arbitrator to resolve the dispute. The arbitrator must be a neutral party having at least fifteen (15) years experience in the subject matter of the arbitration and must be mutually acceptable to both Parties. The arbitrator will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all parties to the arbitration proceeding. The arbitrator may use the rules of the American Arbitration Association for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible. Accordingly, the arbitrator may [i] dispense with any formal rules of evidence and allow hearsay testimony so as to limit the number of witnesses required, [ii] minimize discovery procedures as the arbitrator deems appropriate, and [iii] limit the time for presentation of any party's case as well as the amount of information or number of witnesses to be presented in connection with any hearing. The arbitrator will have the exclusive authority to determine and award costs of arbitration and the costs incurred by any party for its attorneys, advisors and consultants. Any award made by the arbitrator shall be binding on the Town, the Company and all parties to the arbitration and shall be enforceable to the fullest extent of the law. In reaching any determination or award, the arbitrator will apply the laws of Tennessee. Except as otherwise permitted herein, the arbitrator's award will be limited to actual damages and will not include consequential, special, punitive or exemplary damages. Nothing contained in this Agreement will be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement. All privileges under state and federal law, including, without limitation, attorney client, work product and party communication privileges, shall be preserved and protected.~~

~~13. 15-Injunctive/Ancillary/Emergency Relief. Notwithstanding any provision of Section 12 or Section 14 of this Agreement to the contrary, any party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction. In the event that a dispute or controversy requires emergency relief before the matter may be resolved under the arbitration/mediation procedures of Section 14, ~~notwithstanding the fact that any court of competent jurisdiction may enter an order providing for 12, either party may seek~~ injunctive relief or other form of ancillary relief, ~~the Parties expressly agree that such arbitration procedures will still govern the ultimate resolution of that portion of the dispute or controversy not resolved pursuant to said court order.~~~~

~~14. 16-Remedies. Except as provided in Section 12 or Section 14 of this Agreement, in the event of a breach of this Agreement, the non-breaching party shall be entitled to all remedies available at law or in equity; it being specifically agreed by the parties hereto that they shall have the right to obtain specific performance of this Agreement and to enjoin any violation or threatened violation of the terms hereof; provided in no event shall this Agreement be terminated as a result of any breach unless such breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party thereof, in writing.~~

~~15. 17-Indemnification. The Company agrees to indemnify, defend and hold harmless the Town for, from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees, litigation expenses and court costs) directly related to the construction, operation or maintenance of the Levee Project or the Company's, or any of its agents, employees, contractors, representatives, tenants, customers, guests or invitees use of the Town Property~~

Levee Improvements Easement, the Town Property Temporary Construction Easement, the Wastewater Treatment Property Levee Improvements Easement and the Wastewater Treatment Property Temporary Construction Easement pursuant to the Easement Agreement. This indemnification obligation shall apply to any and all future litigation against the Town arising from the construction, operation or maintenance of the Levee Project or the Company's, or any of its agents, employees, contractors, representatives, tenants, customers, guests or invitees use of the Town Property Levee Improvements Easement the Town Property Temporary Construction Easement, the Wastewater Treatment Property Levee Improvements Easement and the Wastewater Treatment Property Temporary Construction Easement pursuant to the Easement Agreement and survives the terms of this Agreement.

16. ~~18.~~ Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier or U.S. Certified Mail (Return Receipt Requested), postage prepaid, to the addresses set forth below or at such other addresses as are specified by written notice delivered in accordance herewith:

Company: State Industries, LLC
500 Tennessee Waltz Parkway
Ashland City, Tennessee 37015
Attention: Keith Auville

With a copy to: A.O. Smith Corporation
11270 W. Park Place
Milwaukee, WI 53224-3623
Attention: General Counsel

and to: Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203
Attention: James L. Murphy III

Town: Town of Ashland City, Tennessee
101 Court Street
Ashland City, Tennessee 37015
Attn: City Mayor

With a copy to: Jennifer Noe
Balthrop, Perry, and Noe
102 ~~Frey~~Boyd Street
Ashland City, Tennessee 37015

Either the Town or the Company may change its address for notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand or overnight delivery service, on the date of delivery, provided if such delivery date is not a Business Day, such notice shall be deemed delivered on the next Business Day; (ii) if sent by U.S. Mail the earlier of receipt or three (3) business days from the date the same is deposited with the U.S. Postal Service; and (iii) if sent facsimile, on the date of transmission with computer confirmation of successful delivery without errors.

17. ~~19.~~ Further Assurances. The Company and the Town agree to execute and deliver any other documents reasonably required to carry out the transaction contemplated by this Agreement.

18. ~~20.~~ Remedies. In the event of a breach of this Agreement, the non-breaching party shall be entitled to all remedies available at law or in equity; it being specifically agreed by the parties hereto that they shall have the right to obtain specific performance of this Agreement and to enjoin any violation or threatened violation of the terms hereof; provided in no event shall this Agreement be terminated as a result of any breach unless such breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party thereof, in writing.

19. ~~21.~~ Attorneys' Fees. In the event that the Town or the Company shall institute legal proceedings to enforce or construe any of the terms, provisions, covenants, conditions or restrictions set forth in this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party.

20. ~~22.~~ Corporate Guarantee. A.O. Smith joins in this Agreement solely to guarantee the Company's performance of its obligations under this Agreement and the Easement Agreement.

21. ~~23.~~ Miscellaneous.

(a) This Agreement shall be governed by the laws of the State of Tennessee. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions hereof shall remain fully effective.

(b) No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing upon the breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by the Town or the Company of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

(c) This Agreement constitutes the entire agreement and understanding of the Town and the Company with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the parties.

(d) The Company and the Town acknowledge and agree that all schedules and exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

(e) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by all of the parties to this Agreement.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written above.

COMPANY:

State Industries, LLC, a Tennessee limited liability company

By: _____
Name: _____
Title: _____

TOWN:

Town of Ashland City, Tennessee, a municipal corporation of the State of Tennessee

By: _____
Name: _____
Title: _____

A. O. SMITH:

A.O. Smith Corporation, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1

Survey of Company Property

See General Property Survey of A.O. Smith-SV-01, SV-02 and SV-03 attached hereto

Being portions of the properties conveyed to State Stove & Manufacturing Company, a Tennessee corporation, in Deed Book 14, page 269, Register's Office for Cheatham County, Tennessee, and to State Industries Inc. , a Tennessee corporation, in Deed Book 312, page 356, Deed Book 312, page 358 and Deed Book 329 page 600, said Register's Office. State Industries Inc., was formerly known as State Stove & Manufacturing Company. State Industries, LLC, a Tennessee limited liability company, is the successor by corporate conversion to State Industries Inc., as reflected in the Articles of Organization of State Industries, LLC, of record in Record Book 528, page 2140, said Register's Office.

Exhibit 2

Description of Town Property

Being property located in the First Civil District of Ashland City, Cheatham County, Tennessee, being a portion of the property recorded in Deed Book 312, Page 358, in the Register's Office of Cheatham County Tennessee, being bounded generally on the west and north by the United States Corps of Engineers property, on the east by Industrial By-Pass Road, and on the south by the remaining portion of parent parcel, and being more particularly described as follows;

Beginning at an Iron Pin (set) in the southwesterly right of way of Industrial By-Pass Road; Said pin lying S 26°08'07" E, a distance of 117.09 Feet from an Iron Pin (found) in the westerly right of way of said road;

Thence continuing with said road with a curve turning to the left, having a radius of 290.00 Feet, with an arc length of 229.66 Feet, with a chord bearing of S 60°29'23" E, with a chord length of 223.71 Feet to an Iron Pin (found);

Thence leaving said road with a new severance line, S 06°49'23" W, a distance of 201.62 Feet to an Iron Pin (set);

Thence continuing with a new severance line S 83°44'09" W, a distance of 1889.64 Feet to an Iron Pin (set);

Thence N 14°16'18" W, a distance of 148.70 Feet to a Concrete Corps of Engineers Monument (found);

Thence N 83°44'09" E, a distance of 299.95 Feet to a Concrete Corps of Engineers Monument (found);

Thence N 06°50'44" W, a distance of 130.35 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 86°37'30" W, a distance of 309.96 Feet to a Concrete Corps of Engineers Monument (found);

Thence N 11°15'27" W, a distance of 1955.40 Feet to a Concrete Corps of Engineers Monument (found);

Thence N 65°40'30" E, a distance of 151.38 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 29°28'39" E, a distance of 479.00 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 06°33'05" E, a distance of 679.95 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 17°34'02" W, a distance of 200.13 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 76°24'47" E, a distance of 349.61 Feet to a Concrete Corps of Engineers Monument (found);

Thence N 55°49'20" E, a distance of 400.46 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 65°27'02" E, a distance of 240.21 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 26°50'17" E, a distance of 355.00 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 18°15'40" E, a distance of 70.65 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 04°08'54" W, a distance of 41.34 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 82°54'28" E, a distance of 170.09 Feet to a Concrete Corps of Engineers Monument (found);

Thence S 82°54'28" E, a distance of 528.20 Feet to the Point of Beginning.

Containing an area of 1,638,073.90 Square Feet or 37.61 Acres more or less, according to a survey by Jeffrey A. Leopard, TN RLS 2415.

Being the property conveyed to the Town of Ashland City by Special Warranty Deed from State Industries, Inc., of record in Book 370, page 410, Register's Office for Cheatham County, Tennessee.

Exhibit 3

Survey of Wastewater Treatment Property

See General Property Survey of the Town of Ashland City Wastewater Treatment Plant-SV-01 attached
hereto

Exhibit 4

Copy of Easement Agreement

Exhibit 5

Copy of Amendment to Easement

Exhibit 6

Drawing Showing Property Transfers

See EX-014 attached hereto

Exhibit 76

Description of Property Transfers

See Land Swap to Ashland City attached hereto

See Land Swap to A.O Smith attached hereto

Exhibit 87

Drawing of Retained Levee Improvements Easement Area

See EXH-01A attached hereto

Exhibit 98

Description of Retained Levee Improvements Easement Area and
Retained Temporary Construction Easement Area

See Permanent Easement and Temporary Construction Easement For A Portion of Tax Map 055
Parcel 10.00 attached hereto

Exhibit ~~10~~9

Drawing of Excess Property

See EX-15B attached hereto

Exhibit ~~11~~10

Description of Excess Property

See 3.87 Acres +/- A Portion of Tax Map 055 Parcels 010.00 & ~~012.013.87~~012.01

Exhibit ~~12~~11

Copy of Levee Project Plans

Summary report: Litéra® Change-Pro TDC 10.1.0.700 Document comparison done on 9/9/2019 2:29:02 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4837-4370-5702/5/Levee Project Agreement-Ashland City.docx	
Modified DMS: nd://4837-4370-5702/6/Levee Project Agreement-Ashland City.docx	
Changes:	
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Delete	82
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	148