



# TOWN OF ASHLAND CITY

## Regularly Scheduled City Council Meeting

### November 12, 2019 6:00 PM

### Agenda

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

**Council Members:** Tim Adkins, Alwilda Binkley, Lisa Walker, Roger Jackson, Chris Kerrigan

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#### **ROLL CALL**

#### **PLEDGE AND PRAYER**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

- [1.](#) 10-8-19 Minutes
2. Special Called Meeting Minutes 10-15-19

#### **PRESENTATION OF PROCLAMATION**

- [3.](#) Proclamation for Girls Softball Team

#### **PUBLIC FORUM**

#### **REPORTS**

4. City Attorney Report

#### **OLD BUSINESS:**

- [5.](#) A.O. Smith Berm Contracts
- [6.](#) TDOT Agreement: Tennessee Waltz Parkway
- [7.](#) Ordinance: 19-20 Budget Amendment #1

#### **NEW BUSINESS:**

8. Amendment to the ECD Accountability Agreement for the A.O. Smith Berm Project
- [9.](#) Mowing Agreement 2020
- [10.](#) Summerfest Fireworks Agreement 2020
- [11.](#) Bi-Centennial Trail Agreement Amendment: Section 8: Liability Insurance
12. Tennessee Highway Patrol Memorandum of Understanding
- [13.](#) US Geological Survey Agreement
- [14.](#) Salary Study Proposal/ Agreement
- [15.](#) Resolution: Updating Personnel Manual
- [16.](#) Resolution: Community Development Block Grant
- [17.](#) Resolution: Traffic Signal Modernization Grant
- [18.](#) Resolution: Adopt Community Mobility Plan
19. Ordinance: Amend Ordinance 359: Event Permits

#### **SURPLUS PROPERTY NOMINATIONS:**

#### **EXPENDITURE REQUESTS:**

**OTHER  
ADJOURNMENT**

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*Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.*



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**October 08, 2019 6:00 PM**  
**Minutes**

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Mayor Allen called the meeting to order at 6:11 p.m.

**ROLL CALL**

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Tim Adkins

Councilman Roger Jackson

Councilman Chris Kerrigan

Councilwoman Lisa Walker

ABSENT

Councilwoman Alwilda Binkley

**PLEDGE AND PRAYER**

Chaplain Charles Gains led everyone in the pledge of allegiance and prayer.

**APPROVAL OF AGENDA**

A motion was made by Councilman Kerrigan, seconded by Councilwoman Walker to approve the agenda. All approved by voice vote.

**APPROVAL OF MINUTES**

1. Council Meeting Minutes 9-10-19

A motion made by Councilman Adkins, seconded by Councilman Kerrigan to approve the September 10, 2019 meeting minutes as typed. All approved by voice vote.

**PUBLIC FORUM**

**Candice Beasley:** Ms. Beasley stepped forward and stated there is a gigantic concrete slab at the corner of Turner Street which has caused numerous people to pop their tire. She further discussed concerns with flooding and lack of water pressure in the area. Ms. Beasley showed the council photos of water issues and ditches that are clogged. Mayor addressed Mr. Clint Biggers and asked what can be done to correct the issues. Mr. Biggers responded Ms. Beasley can call City Hall to have a work order issued in the morning and the Public Work's crew will go out and evaluate the issue, but he is not sure what can be done as far as the water pressure goes. Mayor asked Chief Chuck Walker if the fire is covered in the area. Chief Walker stated yes it is at the bare minimum. Mayor asked Ms. Beasley to call City Hall in the morning to issue a work order.

**Steve Foster- B&S Realty Water Bill Adjustment:** Mr. Foster stepped forward and stated he has an issue where a faucet leaked for three to four days due to a crimp ring. Mayor asked Mr. Foster if he fixed the leak himself. Mr. Foster stated yes he did. Mr. Foster's bill totaled \$587.28, but normally averaged \$33.57. A motion was made by Councilman Adkins, seconded by Councilman Anderson, to adjust the bill down to an average. Vote on motion: Adkins-yes, Anderson-yes, Jackson-yes, Kerrigan-yes, Walker-yes, and Mayor-yes.

**Amanda Melton- Dog Park:** Ms. Melton stated she met with Parks and Recreation Director Scott Sampson and has mapped out an area behind the Tennis Court for a dog park. After much discussion Ms. Melton stated what she is asking the city for is to maintain the fence, continue to mow the area, and add the dog park to their liability insurance. Councilman Jackson questioned if there are guidelines on the height of the fencing. Ms. Melton responded the small dog area will be approximately four foot tall and the big dog area will be six foot tall, all of which will be chain link fencing. After much discussion

motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the area and support the dog park. Vote on motion: Jackson-yes, Kerrigan-yes, Adkins-yes, Walker-yes, Anderson-yes, and Mayor-yes.

**Kenneth Crossland- Water Adjustments:** Mr. Crossland stepped forward and stated he has two addresses to be discussed tonight for water adjustments, 129 and 133 Oak Street. He further stated in August the meter reader told him there was a water leak and he discovered there was a broken pipe under the home. The other leak was a main line that was cracked. The leak bills were in the amount of \$585.79 and \$210.84, but normally average \$53.85 and \$106.47. A motion was made by Jackson, seconded by Anderson, to approve the adjustment. Vote on motion: Jackson-yes, Anderson-yes, Walker-yes, Adkins-yes, Kerrigan-yes, and Mayor-yes.

**Thomas Clay- Water Adjustment:** Mr. Clay stepped forward and stated he had a leaks in the kitchen and bathroom that have been repaired, but caused two high water bills. The leak bills were in the amount of \$159.39 and \$149.17, but normally average \$118.23. A motion was made by Anderson, seconded by Walker, to adjust the bills down to an average. Vote on motion: Anderson-yes, Walker-yes, Jackson-yes, Kerrigan-yes, Adkins-yes, and Mayor-yes.

**Jerome Terrell Director of Economic and Community Development:** Mr. Terrell stood and invited the council to the meeting on the 28th at Burns Park in Kingston Springs at 6:00 p.m. Further, this meeting will discuss the role of ECD in business incentives and give some insight on how that works.

**City Recorder Water Adjustments:** Ms. Reed presented water adjustments for Jodi Biggs, Merry Dubon, Mamie Foreman, Misty Hogan, Alan, Kilkin, and Z&M Holdings. A motion was made by Anderson, seconded by Kerrigan, to approve the adjustments. Vote on motion: Anderson-yes, Kerrigan-yes, Adkins-yes, Walker-yes, Jackson-yes, and Mayor-yes.

#### **REPORTS**

1. City Attorney

Ms. Noe stated everything she has is already on the agenda.

#### **OLD BUSINESS:**

2. Ordinance: Amend Title 18 Chapter 1: Section 18-104 and 18-106 Capacity/Tap Fees **2nd Reading**

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18 CHAPTER 1 OF THE MUNICIPAL CODE OF ASHLAND CITY. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the Ordinance to amend Title 18, Chapter 1: Capacity Fees. Vote on motion: Jackson-yes, Kerrigan-yes, Adkins-yes, Walker-yes, Anderson-yes, and Mayor-yes.

#### **NEW BUSINESS:**

3. A.O. Smith Agreements

A motion was made by Vice Mayor Anderson, seconded by Councilman Jackson, to defer until the November meeting. All approved by voice vote.

4. TDOT Agreement: Tennessee Waltz Parkway

A motion was made by Vice Mayor Anderson, seconded by Councilman Jackson, to defer until the November meeting. All approved by voice vote.

5. Ordinance: 19-20 Budget Amendment #1

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the budget amendment. Vote on motion: Adkins-yes, Kerrigan-yes, Walker-yes, Anderson-yes, Jackson-yes, and Mayor-yes.

6. Ordinance: Amending Title 18

A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to defer until a later date. All approved by voice vote.

7. Farmer's Market Discussion

Mr. Sampson stated this was added to the agenda for informational purposes. After some discussion regarding time and days to hold the farmer's market Councilman Adkins suggested having a meeting with the vendors to discuss this further.

8. Electrical Permits Discussion/Agreements

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to no longer issue electric permits. Vote on motion: Jackson-yes, Kerrigan-yes, Adkins-yes, Walker-yes, Anderson-yes, and Mayor-yes.

9. Resolution: TAP Grant Authorization

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES PROGRAM. Ms. Reed stated this grant will be used to expand the trail from Tennessee Waltz Parkway to the Chapmansboro Road crossing. A motion was made by Councilman Jackson, seconded by Councilwoman Walker, to approve the TAP Grant Resolution. Vote on motion: Jackson-yes, Walker-yes, Anderson-yes, Kerrigan-yes, Adkins-yes, and Mayor-yes.

**SURPLUS PROPERTY NOMINATIONS:**

10. 2005 Dodge Pickup Truck

A motion was made by Vice Mayor Anderson, seconded by Councilman Jackson to approve both the Dodge and Harley Davidson as surplus items. All approved by voice vote.

11. 2009 Harley Davidson

**OTHER**

**Special Called Council:** Ms. Reed stated there was a bid opening this week and she would like to request council to hold a special called council meeting prior to next week's budget meeting. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the meeting. All approved by voice vote.

**New Hire:** Ms. Melissa Womack stated she has hired an Assistant Director Ms. Melissa Kelley Young. She further stated Ms. Young has a lot of background working with seniors and has even taught technology classes to seniors. She feels Ms. Young will be a great asset to the center.

**Music on Main:** Ms. Womack reminded council Music on Main will be held Saturday and invited everyone to attend.

**ADJOURNMENT**

A motion was made by Councilman Jackson, seconded by Vice Mayor Anderson to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:01 p.m.

\_\_\_\_\_  
MAYOR STEVE ALLEN

\_\_\_\_\_  
CITY RECORDER KELLIE REED, CMFO, CMC

## Ashland City wins 2019 14U District and State Softball Title

The Ashland City Girls 14U softball team would take the final 2 games in a best of 3 Championship series with Bellevue, Saturday, June 22, in Old Hickory, to win the 2019 District 4 Championship and advance to the FASA State tournament in Milan, TN. Ashland City would go on to win the 2019 Fastpitch of America Softball Association REC State Championship, July 14<sup>th</sup>. This is the first title since the 2016, 12U softball team brought home Ashland City's first REC softball State Championship.

After a slow start and dropping the opening State tournament game, 11-0, to Halls on Friday, July 12<sup>th</sup>, Ashland City used strong pitching and timely hitting to battle back through the 3-day tournament to win the State Title. Game 2 of the State tourney began Saturday morning versus Lexington with Ashland City down to only 9 players. After going 1 for 2 in Game 1, 1B Abbigail Cannon wasn't available due to a CCCHS commitment. Leadoff batter, Kaylie Proctor got things started by reaching base on a Walk. Mallory Dyrbala then reached base after getting Hit by Pitch and both came around to score for an early Ashland City 2-0 lead. Emily Cannon made it 3-0 on a Bailey Cohen sacrifice bunt. Skyeler Stocker would then make it 4-0 after a bases loaded Walk by Mary Davis. A base clearing triple by Katelyn Sisco extended the lead to 7-0 after 2 innings. Lexington would score 3 runs late, but with strong pitching performance by both Katelyn Sisco and Mary Davis, Ashland City would hold on for the 7-3 win.

Saturday afternoon's elimination game would be a rematch of the District 4 Championship against a strong hitting Bellevue team. A two-out double by Dyrbala and Base on Balls by Sisco, followed by an Autumn Glover single would give Ashland City a 2-0 lead after the top half of the 1<sup>st</sup>. Bellevue would cut the lead in half by scoring in the bottom of the 1<sup>st</sup>. With the tying run on 3<sup>rd</sup> in the bottom half of the 2<sup>nd</sup>, a fly ball to Left Fielder, Alayah Sheppard, would end the Bellevue threat and the inning, leaving the score 2-1 after 2 innings. Sheppard and Emily Cannon would both score on Bailey Cohen's bunt to extend the lead to 4-1 after 3 ½. Sisco and Glover would pad the lead with 2 more runs in the top half of the 4<sup>th</sup>. Mary Davis and Katelyn Sisco would combine to keep Bellevue batters off balance and hold them to just 1 Hit in the 6-1 win.

Sunday morning's Semi-Final/Elimination game against a good Atoka team was moved up to beat the forecasted rain. Things started off on a good note when Ashland City finally won the coin toss and elected to be the Home team for 1<sup>st</sup> time in the tournament. Atoka would jump out to a quick 1-0 lead in the top half of the 1<sup>st</sup>, but Ashland City would immediately answer in the bottom half. Kaylie Proctor and Mallory Dyrbala both would reach on Walks. After advancing to 3<sup>rd</sup>, Proctor would score on a Wild Pitch to tie the game, and Sisco's triple would score Dyrbala for a 2-1 lead. Dyrbala reached base again in the 4<sup>th</sup> inning with a Double to left-center field. The Catcher showed her speed by stealing 3<sup>rd</sup> base and then scored on a pass ball to make the score 3-1. That's all Katelyn Sisco needed as she retired the last 11

batters she faced, recording 7 strikeouts in the complete game Win. The win set up the rematch with undefeated Halls for the title.

Lead-off batter, Kaylie Proctor, would start off the Championship game by reaching base and then scoring off a Sisco RBI single. Playing the 'Hot Corner' at 3<sup>rd</sup> base, Sisco would later help her fellow pitcher, Mary Davis, by making a diving catch on a line drive to get the crowd fired up in the 2<sup>nd</sup> inning! With momentum on Ashland City's side, Proctor would get the 3<sup>rd</sup> inning going by getting on base on a Fielder's Choice. Mary Davis followed up with a hard-hit single to left-center field. Dyrbala would reach 2<sup>nd</sup> base with a 2 RBI bomb over the Halls Left Fielder and later score to push the score 4-0 after 3 ½ innings. Halls would score one in the bottom half of the 4<sup>th</sup> to trim the lead to 4-1. The top of 5<sup>th</sup> inning, Dyrbala would score again off a Sisco double followed by another hard-hit double by Autumn Glover, scoring Sisco to close out the scoring at 6-1. Mary Davis pitched outstanding and set the tone early by retiring 10 of the first 11 batters she faced.

Katelyn Sisco would start the *Winner Take All Championship* game by striking out the side in the 1st. Again, Kaylie Proctor sent a message early with a lead-off double and would later score to give Ashland City a 1-0 lead after 1 inning. Halls would answer with a run in the top of the 2<sup>nd</sup>, but Ashland City would answer with 3 more runs in the bottom half of the 3<sup>rd</sup>. Skyeler Stocker had a big, 2 out double to right-center field, scoring Alayah Sheppard, pushing the lead to 4-1. Halls would cut the lead to 4-2 in the 4<sup>th</sup>, but a ground ball 2B, Emily Cannon and throw to 1B, Autumn Glover would end any chance of a Halls comeback. Sisco would add 1 more RBI to end the game's scoring at 5-2. Sisco finished with 7 strikeouts as Ashland City claimed the title.

Ashland City ~~was presented the~~ received 2019 FASA Tournament Championship trophy and rings after the victory. The 14U team celebrated the win by cheering on the Ashland City's 12U team as they played for the State Championship as well. The team later celebrated with a swim and taco party, receiving team pictures as well as State Champion T-Shirts. A State Championship banner was presented to the team and will be displayed at the Ashland City softball fields. Both coaches are extremely proud of the entire team's effort, the leadership the older girls showed and how the team FINISHED!! The team was coached by Jeffrey Cannon and Rebecca Davis.

This instrument prepared by:  
Bradley Arant Boult Cummings, LLP (JLM)  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_ day \_\_\_\_\_, 20\_\_ by and between the Town of Ashland City, a municipal corporation of State of Tennessee (collectively, the “Town”), and State Industries, LLC, a Tennessee limited liability company (the “Company”) (the Town and the Company are collectively referred to herein as the “Parties”).

#### 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 shown on Tax Map 55, Parcel 13.03 located adjacent to the Company Property and more particularly described on Exhibit 2 (the “Town Property”) and that certain real property shown on Tax Map 55, Parcel 6.00 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, the Town has agreed to grant to the Company a perpetual easement over a portion of the Town’s Property and the Wastewater Treatment Property in order to permit the Company to construct, operate, repair, modify, expand, maintain and replace the Levee Project; 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, the Town has agreed to grant to the Company a temporary construction easement over a portion of the Town Property to permit the Company to remove topsoil and subsoil from the borrow area and to 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 either relocate ~~ertain improvements~~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, 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 Town has agreed to grant to the Company a temporary construction easement over the Wastewater Treatment Property in order to permit the Company to relocate certain improvements on the Wastewater Treatment Property and remove the Rhea Street Bridge over Puzzle Fool Branch; and

WHEREAS, as part of the Levee Project, access to the Wastewater Treatment Property will be relocated to a new access drive to be constructed by the Company on a portion of the Company Property; and

WHEREAS, the Company has agreed to grant to the Town a perpetual, non-exclusive access easement over and across the portion of the Company Property for purposes of vehicular and pedestrian ingress to and egress from the Wastewater Treatment Property; and

WHEREAS, the Town and the Company have entered into that certain Levee Project Agreement effective as of the \_\_\_\_ day of \_\_\_\_, 2019 (the "Project Agreement"), which memorialize their agreements and understandings with respect to the Levee Project.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Perpetual Easement over Town Property.

(a) The Town hereby grants, transfers and conveys unto Company a perpetual, exclusive easement (the "Town Property Levee Improvements Easement") over, under, through and across the portions of the Town Property as more particularly shown on the drawing attached hereto as Exhibit 4 and as more particularly described on Exhibit 5 (the "Town Property Levee Improvements Easement Area"). The Company shall have the right to use the Town Property Levee Improvements Easement Area for purposes of constructing, operating, repairing, modifying, expanding, maintaining and replacing the Levee Project. In addition, the Company shall have the right to enter along, over and upon Town Property for purposes of accessing the Town Property Levee Improvements Easement Area. The Town agrees that except as provided in Section 2 of this Agreement, no improvements will be constructed in, and no use will be made of, the Town Property Levee Improvements Easement Area which interferes with the Company's ability to use the same for the purposes permitted hereunder.

(b) The Company acknowledges and agrees that the Town has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Company with respect to the Town Property Levee Improvements Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Town Property Levee Improvements Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Town Property Levee Improvements Easement Area, or (iii) the environmental condition of the Town Property Levee Improvements Easement Area. The Company further acknowledges and agrees that the Town Property Levee Improvements Easement Area is being conveyed and transferred to the Company in its present condition, "as is, where is" and with all faults, and the Town shall have no obligation to protect or defend the Company from or against any claim or claim of interest pertaining, directly or indirectly, to the Town Property Levee Improvements Easement Area.

TO HAVE AND TO HOLD the Town Property Levee Improvements Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Company Property and its successors and assigns forever.

2. Access Easement over Town Property Levee Improvements Easement Area. The Town hereby retains a non-exclusive access easement (the “Retained Access Easement”) over the portion of the Town Property Levee Improvements Easement Area as shown on the drawing attached hereto as Exhibit 6 and as more particularly described on Exhibit 7 (the “Retained Access Easement Area”) in order to permit the Town and Cheatham County, Tennessee, a political subdivision of State of Tennessee (the “County”) to utilize a secondary access to their adjoining properties for recreational uses and to permit the Town to access its existing Fire Department training facilities. During the construction of the Levee Project, the Company shall construct a gravel access drive within the Retained Access Easement Area, as shown on the Levee Project Plans (as defined in the Project Agreement). Following the completion of the construction of the access drive within the Retained Access Easement Area by the Company, the Town shall be responsible for maintaining, repairing and replacing the access drive located within the Retained Access Easement Area. The Company shall also ~~construct a gravel inspection drive at the toe of the levee within the Town Property Levee Improvements Easement Area in order permit the Town to have a temporary access to the portion of the Town’s Property located north of STR-11. As part of the construction of the inspection drive, the Company shall install the extension of pipe assembly number 4 as shown on Exhibit 8. In order to assist the Town in the construction of a permanent access drive to the portion of the Town’s Property located north of STR-11, within thirty (30) days of the final approval of the construction of the levee by all applicable regulatory agencies, the Company shall also~~ apply for a stream crossing permit (the “TDEC Permit”) from the Tennessee Department of Environment and Conservation (“TDEC”), in order to permit the placement of a drainage pipe as shown on Exhibit 8 (the “Drainage Pipe Location”). ~~The Town shall be responsible for the installation of the drainage pipe in the Drainage Pipe Location following the issuance of the TDEC Permit and the construction of the permanent~~ and construct a gravel hauling road on the Town Property Temporary Construction Easement Area (as defined below) as shown on the Levee Improvement Plans that will provide the Town access drive to the portion of the Town’s Property located north of STR-11. ~~The~~ Following the completion of the construction of the Levee Project by the Company, the Town shall be responsible for maintaining, repairing and replacing the ~~access drive~~ hauling road and drainage pipe located ~~within~~ at the Drainage Pipe Location.

3. Access Drive over Existing 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 “Existing Access Easement”). 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. During the construction of the Levee Project, the Company shall construct a replacement access drive comparable to the existing access drive within the easement area granted pursuant to the Access Easement Agreement. Following the completion of the construction of the replacement access drive by the Company within the easement area granted pursuant to the Access Easement Agreement, the Town shall be responsible for maintaining, repairing and replacing the access drive located within the easement area granted pursuant to the Access Easement Agreement.

4. ~~3-~~ Utility Easement over Town Property Levee Improvements Easement Area. The Town hereby retains a non-exclusive ~~access~~ utility easement (the “Retained Utility Easement”) over ~~under~~ and across the Retained Access Easement Area (the “Retained Utility Easement”) in order to permit the Town to extend one water line and one sewer line over the levee constructed as part of the Levee Project in the manner shown on the drawing attached hereto as Exhibit 9. The Town agrees that, except as provided in this Section ~~3-4~~ and as shown on Exhibit 9, no improvements will be constructed in, and no use will be

made of, the Retained ~~Access~~Utility Easement Area which interferes with the Company's ability to use the Town Property Levee Improvements Easement Area for the purposes permitted hereunder.

5. ~~4.~~Temporary Construction Easement over Town Property.

(a) The Town hereby grants, transfers and conveys unto Company a temporary non-exclusive construction easement (the "Town Property Temporary Construction Easement") over, through and across the portion of the Town Property as shown on the drawing attached hereto as Exhibit 10 and as more particularly described on Exhibit 11 (the "Town Property Temporary Construction Easement Area"). The Company shall have the right to use the Town Property Temporary Construction Easement Area for purposes of a constructing and utilizing a hauling road and for removal of topsoil and subsoil from the borrow area ~~and restoring.~~ The Company shall prepare the borrow area for ~~future development~~the eventual use of the area by the Town as a recreational lake ~~by the Town.~~ ~~The final slopes of the borrow area shall be graded at a 3 to 1 slope and shall be landscaped as provided on Exhibit 12.~~ The recreational lake shall be completed in accordance with the Levee Project Plans. The Town Property Temporary Construction Easement shall terminate upon the completion of the construction of the improvements shown on the Levee Project Plans. In addition, the Company shall have the right to enter along, over and upon Town Property for purposes of accessing the Town Property Temporary Construction Easement Area. The Town agrees that no improvements will be constructed in, and no use will be made of, the Town Property Temporary Construction Easement Area which interferes with the Company's ability to use the same for the purposes permitted hereunder.

(b) The Company acknowledges and agrees that the Town has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Company with respect to the Town Property Temporary Construction Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Town Property Temporary Construction Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Town Property Temporary Construction Easement Area, or (iii) the environmental condition of the Town Property Temporary Construction Easement Area. The Company further acknowledges and agrees that the Town Property Temporary Construction Easement Area is being conveyed and transferred to the Company in its present condition, "as is, where is" and with all faults, and the Town shall have no obligation to protect or defend the Company from or against any claim or claim of interest pertaining, directly or indirectly, to the Town Property Temporary Construction Easement Area.

6. ~~5.~~Perpetual Easement over Wastewater Treatment Property.

(a) The Town hereby grants, transfers and conveys unto Company a perpetual, exclusive easement (the "Wastewater Treatment Property Levee Improvements Easement") over, through and across the portion of the Wastewater Treatment Property as shown on the drawing attached hereto as Exhibit 1312 and as more particularly described on Exhibit 1413 (the "Wastewater Treatment Property Levee Improvements Easement Area"). The Company shall have the right to use the Wastewater Treatment Property Levee Improvements Easement Area for purposes of constructing, operating, repairing, modifying, expanding, maintaining and replacing the Levee Project, provided that in the event the Town's wastewater treatment plant office ~~and~~ lab ~~will continue to be~~ and press building are located within the Wastewater Treatment Property Levee Improvements Easement Area ~~and shall be protected from disruption of operations~~ during the construction of the Levee Project, those facilities shall be protected from disruption of operations. In addition, the Company shall have the right to enter along, over and upon Wastewater Treatment Property for purposes of accessing the Wastewater Treatment Levee Improvements Easement Area. The Town agrees that, except as provided in this Section 56, no improvements will be constructed in, and no use will be made of, the Wastewater Treatment Property

Levee Improvements Easement Area which interferes with the Company's ability to use the same for the purposes permitted hereunder.

(b) The Company acknowledges and agrees that the Town has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Company with respect to the Wastewater Treatment Property Levee Improvements Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Wastewater Treatment Property Levee Improvements Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Wastewater Treatment Property Levee Improvements Easement Area, or (iii) the environmental condition of the Wastewater Treatment Property Levee Improvements Easement Area. The Company further acknowledges and agrees that the Wastewater Treatment Property Levee Improvements Easement Area is being conveyed and transferred to the Company in its present condition, "as is, where is" and with all faults, and the Town shall have no obligation to protect or defend the Company from or against any claim or claim of interest pertaining, directly or indirectly, to the Wastewater Treatment Property Levee Improvements Easement Area.

TO HAVE AND TO HOLD the Wastewater Treatment Property Levee Improvements Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Company Property and its successors and assigns forever.

7. ~~6.~~ Temporary Construction Easement over Wastewater Treatment Property. The Town hereby grants, transfers and conveys unto Company a non-exclusive temporary construction easement (the "Wastewater Treatment Property Temporary Construction Easement") over, through and across the portion of the Wastewater Treatment Property as shown on the drawing attached hereto as Exhibit ~~13~~12 and as more particularly described on Exhibit ~~14~~13 (the "Wastewater Treatment Property Temporary Construction Easement Area") in order to permit the Company to construct the Levee Project and to relocate the existing wastewater treatment press building in the location shown on Exhibit ~~15~~14, and expand the asphalt parking area as shown on Exhibit ~~15~~14. The relocated press building will be comparable to the current press building. The current press building is a single story 40' by 35' wood stud structure with manufactured trusses, a standard metal siding, and standing seam metal roof. Access to the building is via a 16' rollup door and one standard 3' personnel door. The current press building sits on a concrete slab sufficient to accept the loading of the press. The pad has an integral 6" concrete curb and drainage system placed around the press to contain liquids in the event of a spill. By products of the press operations are disposed of via a conveyor that penetrates the northern outer wall of the building and dumps material into a 20-yard dumpster outside the building. Power to the building is 3 phase. Natural gas service is provided through 1" service to a gas heater, which the parties assume can be relocated to the new press building. The current press building has a ¾" water service providing water for operations. An industrial compressor is plumbed for bench connections in the shop; which the parties assume can be relocated to the new press building. Process piping and valves enter the rear of the current press building connecting the facility to the systems within the Town's wastewater treatment facilities. The new press building and its foundation ~~to~~will be constructed in the location shown on Exhibit ~~15~~14. The Company will move the contents of the current press building, including the existing press and peripheral equipment, to the new press building, provide utility connections to the new press building as listed above, and connect the press to the existing systems. The Company shall also construct a lean-to shelter adjacent to the new press building to provide cover for the dumpster. The plans for the relocated press building shall be approved by the Town's engineer prior to the commencement of the relocation of the press building and the press building shall be constructed in compliance with the Town's building code and standards. The approximate size of the lean-to shelter will be 45' by 15' with sufficient vertical clearance to allow the conveyor to discharge into the dumpster. The Company and the Town shall agree upon a schedule for the construction of the new press building. The Town shall have access to the Wastewater Treatment Property

at all times during the construction of the Levee Project. After completion of the construction of the new press building and the relocation of the existing press and peripheral equipment to the new press building, the Company shall demolish and remove the current press building. The Wastewater Treatment Property Temporary Construction Easement shall terminate upon the completion of the construction of the Levee Project. In the event the Town elects to relocate the Town's wastewater treatment facilities prior to the relocation of the press building, the Company agrees to pay to the Town the estimated cost for the relocation of the current press building to aid in the construction of a new press building by the Town at the relocated wastewater treatment facilities.

8. ~~7.~~ Access Easement for Wastewater Treatment Property.

(a) The Company hereby grants, transfers and conveys unto the Town a perpetual, non-exclusive access easement (the "Wastewater Treatment Property Access Easement") over and across the portion of the Company Property as shown on the drawing attached hereto as Exhibit 1615 and as more particularly described on Exhibit 1716 (the "Wastewater Treatment Property Access Easement Area"). The Town shall have the right to use the Wastewater Treatment Property Access Easement Area for purposes of vehicular and pedestrian ingress to and egress from the Wastewater Treatment Property. The Company shall construct an access drive within the Wastewater Treatment Property Access Easement Area and ~~shall~~ relocate the Company's gate house ~~to the locations~~ shown on Exhibit 1817. The Company shall demolish and remove the Rhea Street Bridge over Puzzle Fool Branch upon the completion of a functional access drive within the Wastewater Treatment Property Access Easement Area. ~~The~~ Upon the completion of the access drive by the Company in compliance with the Town's building code and standards, the Town shall be responsible for maintaining, repairing and replacing the access drive located within the Wastewater Treatment Property Access Easement Area.

(b) The Town acknowledges and agrees that the Company has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to the Town with respect to the Wastewater Treatment Property Access Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Wastewater Treatment Property Access Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Wastewater Treatment Property Access Easement Area, or (iii) the environmental condition of the Wastewater Treatment Property Access Easement Area. The Town further acknowledges and agrees that the Wastewater Treatment Property Access Easement Area is being conveyed and transferred to the Town in its present condition, "as is, where is" and with all faults, and the Company shall have no obligation to protect or defend the Town from or against any claim or claim of interest pertaining, directly or indirectly, to the Wastewater Treatment Property Access Easement Area.

TO HAVE AND TO HOLD the Wastewater Treatment Property Access Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Wastewater Treatment Property and its successors and assigns forever.

9. ~~8.~~ Notices. All notices, consents, approvals, deliveries and other communications (collectively, "Notices") which may be or are required to be given by either the Town or the Company under this Agreement shall be properly given only if made in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed to the Town or the Company, as applicable, as follows:

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  
Attention: City Mayor

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

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed to have been duly given if delivered by hand, on the date of delivery, when received by receipted overnight delivery, or five (5) days after such notice is mailed, by registered or certified mail, postage prepaid, return receipt requested.

10. ~~9.~~ 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.

11. ~~10.~~ Construction. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement. In the event any provision hereof shall be prohibited by or invalidated under applicable laws, the remaining provisions of this Agreement shall remain fully effective.

12. ~~11.~~ Compliance. The Company shall use and cause its agents, employees, contractors, guests and invitees to use the easements granted herein to the Company in a manner that complies with all applicable laws. The Town shall use and cause its agents, employees, contractors, guests and invitees to use the easements granted herein to the Town in a manner that complies with all applicable laws.

13. ~~12.~~ Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

14. ~~13.~~ Exhibits. The parties acknowledge that all exhibits, schedules, and addenda referenced herein are attached to this Agreement and are incorporated herein by reference.

15. ~~14.~~ Successors and Assigns. The terms, conditions, covenants, agreements and easements contained herein shall be binding on and inure to the benefit of the Town, the Company and their

respective heirs, successors and assigns. Any references to the “Town” and the “Company” shall be deemed to mean and include their respective heirs, successors and assigns as though they had been original parties to this Agreement. Notwithstanding anything to the contrary contained herein, the Town, the Company and their respective successors in interest shall only be obligated under this Agreement to the extent the terms hereof relate to the period during which they own the Company Property, the Town Property or the Wastewater Treatment Property, as applicable.

16. ~~15.~~ No Third Party Beneficiary. This Agreement is made solely and specifically for the benefit of the Town, the Company and their respective successors and assigns, and no other person or entity shall have any rights, interest, claims or benefits under or on account of this Agreement as a third party beneficiary.

17. ~~16.~~ No Waiver. 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 to either party upon any breach of this Agreement by the other party hereto shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

18. ~~17.~~ Covenants that Run with Land. The easements granted herein and all the covenants, conditions and agreements contained herein shall run with the land.

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

The actual consideration or value, whichever is greater, for this transfer is \$ \_\_\_\_\_.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

[Signatures on following pages]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

TOWN:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

Before me, \_\_\_\_\_, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be the \_\_\_\_\_ of The Town of Ashland City, Tennessee, the within named bargainor, a municipal corporation of State of Tennessee, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by \_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COMPANY:

State Industries, LLC., a Tennessee limited liability company

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

Before me, \_\_\_\_\_, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be \_\_\_\_\_ of State Industries, LLC, the within named bargainor, a Tennessee limited liability company, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by \_\_\_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Exhibit 1

Survey of the 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 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 the 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 the Wastewater Treatment Property

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

Exhibit 4

Drawing of the Town Property Levee Improvements Easement Area

See EXH-03A attached hereto

Exhibit 5

Description of Town Property Levee Improvements Easement Area

See Exhibit-03A Easement Description attached hereto





Exhibit 7

Description of the Retained Access Easement Area

See Exhibit-15 Access Easement Description attached hereto

Exhibit 8

Drawing of Drainage Pipe Location

See Pipe-01 attached hereto

Exhibit 9

Drawing of Retained Utility Easement

See UT-01 attached hereto

Exhibit 10

Drawing of the Town Property Temporary Construction Easement Area

See EXH-03B attached hereto

Exhibit 11

Description of the Town Property Temporary Construction Easement Area

See Exhibit-03B (Temporary Construction) Easement Description attached hereto

Exhibit 12

~~Drawing of Borrow Area Landscape Plan  
See Fig. D attached hereto~~

Exhibit 13

Drawing of the Wastewater Treatment Property Levee Improvements Easement Area and  
Wastewater Treatment Property Temporary Construction Easement Area

See EXH-01B and EXH-01C attached hereto



Exhibit ~~14~~13

Description of the Wastewater Treatment Property Levee Improvements Easement Area

See Permanent Easement and Temporary Construction Easement For A  
Portion of Tax Map 055C Group E Parcel 6.00 attached hereto

Exhibit ~~15~~14

Drawing of Improvements to Wastewater Treatment Property

See WWTP-01 attached hereto

Exhibit ~~16~~15

Drawing of the Wastewater Treatment Property Access Easement Area

See EXH-07 attached hereto

Exhibit ~~17~~16

Description of the Wastewater Treatment Property Access Easement Area

See Exhibit-07 30' Ingress/Egress Easement attached hereto



<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 10.1.0.700 Document comparison done on 9/9/2019 2:46:40 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4842-3520-7269/4/City Easement Agreement-Levee Project.docx	
<b>Modified DMS:</b> nd://4842-3520-7269/5/City Easement Agreement-Levee Project.docx	
<b>Changes:</b>	
<a href="#">Add</a>	76
<del>Delete</del>	69
<del>Move From</del>	0
<del>Move To</del>	0
<del>Table Insert</del>	0
<del>Table Delete</del>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>145</b>

This instrument prepared by:  
Bradley Arant Boult Cummings, LLP (JLM)  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_ day \_\_\_\_\_, 20\_\_ by and between the Town of Ashland City, a municipal corporation of State of Tennessee (collectively, the “Town”), and State Industries, LLC, a Tennessee limited liability company (the “Company”) (the Town and the Company are collectively referred to herein as the “Parties”).

### 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 shown on Tax Map 55, Parcel 13.03 located adjacent to the Company Property and more particularly described on Exhibit 2 (the “Town Property”) and that certain real property shown on Tax Map 55, Parcel 6.00 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, the Town has agreed to grant to the Company a perpetual easement over a portion of the Town’s Property and the Wastewater Treatment Property in order to permit the Company to construct, operate, repair, modify, expand, maintain and replace the Levee Project; 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, the Town has agreed to grant to the Company a temporary construction easement over a portion of the Town Property to permit the Company to remove topsoil and subsoil from the borrow area and to 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 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, 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 Town has agreed to grant to the Company a temporary construction easement over the Wastewater Treatment Property in order to permit the Company to relocate certain improvements on the Wastewater Treatment Property and remove the Rhea Street Bridge over Puzzle Fool Branch; and

WHEREAS, as part of the Levee Project, access to the Wastewater Treatment Property will be relocated to a new access drive to be constructed by the Company on a portion of the Company Property; and

WHEREAS, the Company has agreed to grant to the Town a perpetual, non-exclusive access easement over and across the portion of the Company Property for purposes of vehicular and pedestrian ingress to and egress from the Wastewater Treatment Property; and

WHEREAS, the Town and the Company have entered into that certain Levee Project Agreement effective as of the \_\_\_\_ day of \_\_\_\_, 2019 (the "Project Agreement"), which memorialize their agreements and understandings with respect to the Levee Project.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Perpetual Easement over Town Property.

(a) The Town hereby grants, transfers and conveys unto Company a perpetual, exclusive easement (the "Town Property Levee Improvements Easement") over, under, through and across the portions of the Town Property as more particularly shown on the drawing attached hereto as Exhibit 4 and as more particularly described on Exhibit 5 (the "Town Property Levee Improvements Easement Area"). The Company shall have the right to use the Town Property Levee Improvements Easement Area for purposes of constructing, operating, repairing, modifying, expanding, maintaining and replacing the Levee Project. In addition, the Company shall have the right to enter along, over and upon Town Property for purposes of accessing the Town Property Levee Improvements Easement Area. The Town agrees that except as provided in Section 2 of this Agreement, no improvements will be constructed in, and no use will be made of, the Town Property Levee Improvements Easement Area which interferes with the Company's ability to use the same for the purposes permitted hereunder.

(b) The Company acknowledges and agrees that the Town has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Company with respect to the Town Property Levee Improvements Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Town Property Levee Improvements Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Town Property Levee Improvements Easement Area, or (iii) the environmental condition of the Town Property Levee Improvements Easement Area. The Company further acknowledges and agrees that the Town Property Levee Improvements Easement Area is being conveyed and transferred to the Company in its present condition, "as is, where is" and with all faults, and the Town shall have no obligation to protect or defend the Company from or against any claim or claim of interest pertaining, directly or indirectly, to the Town Property Levee Improvements Easement Area.

TO HAVE AND TO HOLD the Town Property Levee Improvements Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Company Property and its successors and assigns forever.



2. Access Easement over Town Property Levee Improvements Easement Area. The Town hereby retains a non-exclusive access easement (the “Retained Access Easement”) over the portion of the Town Property Levee Improvements Easement Area as shown on the drawing attached hereto as Exhibit 6 and as more particularly described on Exhibit 7 (the “Retained Access Easement Area”) in order to permit the Town and Cheatham County, Tennessee, a political subdivision of State of Tennessee (the “County”) to utilize a secondary access to their adjoining properties for recreational uses and to permit the Town to access its existing Fire Department training facilities. During the construction of the Levee Project, the Company shall construct a gravel access drive within the Retained Access Easement Area as shown on the Levee Project Plans (as defined in the Project Agreement). Following the completion of the construction of the access drive within the Retained Access Easement Area by the Company, the Town shall be responsible for maintaining, repairing and replacing the access drive located within the Retained Access Easement Area. The Company shall also apply for a stream crossing permit from the Tennessee Department of Environment and Conservation, in order to permit the placement of a drainage pipe as shown on Exhibit 8 (the “Drainage Pipe Location”) and construct a gravel hauling road on the Town Property Temporary Construction Easement Area (as defined below) as shown on the Levee Improvement Plans that will provide the Town access to the portion of the Town’s Property located north of STR-11. Following the completion of the construction of the Levee Project by the Company, the Town shall be responsible for maintaining, repairing and replacing the hauling road and drainage pipe located at the Drainage Pipe Location.

3. Access Drive over Existing 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 “Existing Access Easement”). 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. During the construction of the Levee Project, the Company shall construct a replacement access drive comparable to the existing access drive within the easement area granted pursuant to the Access Easement Agreement. Following the completion of the construction of the replacement access drive by the Company within the easement area granted pursuant to the Access Easement Agreement., the Town shall be responsible for maintaining, repairing and replacing the access drive located within the easement area granted pursuant to the Access Easement Agreement.

4. Utility Easement over Town Property Levee Improvements Easement Area. The Town hereby retains a non-exclusive utility easement (the “Retained Utility Easement”) over and across the Retained Access Easement Area (the “Retained Utility Easement”) in order to permit the Town to extend one water line and one sewer line over the levee constructed as part of the Levee Project in the manner shown on the drawing attached hereto as Exhibit 9. The Town agrees that, except as provided in this Section 4 and as shown on Exhibit 9, no improvements will be constructed in, and no use will be made of, the Retained Utility Easement Area which interferes with the Company’s ability to use the Town Property Levee Improvements Easement Area for the purposes permitted hereunder.

5. Temporary Construction Easement over Town Property.

(a) The Town hereby grants, transfers and conveys unto Company a temporary non-exclusive construction easement (the “Town Property Temporary Construction Easement”) over, through and across the portion of the Town Property as shown on the drawing attached hereto as Exhibit 10 and as

more particularly described on Exhibit 11 (the “Town Property Temporary Construction Easement Area”). The Company shall have the right to use the Town Property Temporary Construction Easement Area for purposes of a constructing and utilizing a hauling road and for removal of topsoil and subsoil from the borrow area. The Company shall prepare the borrow area for the eventual use of the area by the Town as a recreational lake. The recreational lake shall be completed in accordance with the Levee Project Plans. The Town Property Temporary Construction Easement shall terminate upon the completion of the construction of the improvements shown on the Levee Project Plans. In addition, the Company shall have the right to enter along, over and upon Town Property for purposes of accessing the Town Property Temporary Construction Easement Area. The Town agrees that no improvements will be constructed in, and no use will be made of, the Town Property Temporary Construction Easement Area which interferes with the Company’s ability to use the same for the purposes permitted hereunder.

(b) The Company acknowledges and agrees that the Town has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Company with respect to the Town Property Temporary Construction Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Town Property Temporary Construction Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Town Property Temporary Construction Easement Area, or (iii) the environmental condition of the Town Property Temporary Construction Easement Area. The Company further acknowledges and agrees that the Town Property Temporary Construction Easement Area is being conveyed and transferred to the Company in its present condition, "as is, where is" and with all faults, and the Town shall have no obligation to protect or defend the Company from or against any claim or claim of interest pertaining, directly or indirectly, to the Town Property Temporary Construction Easement Area.

6. Perpetual Easement over Wastewater Treatment Property.

(a) The Town hereby grants, transfers and conveys unto Company a perpetual, exclusive easement (the “Wastewater Treatment Property Levee Improvements Easement”) over, through and across the portion of the Wastewater Treatment Property as shown on the drawing attached hereto as Exhibit 12 and as more particularly described on Exhibit 13 (the “Wastewater Treatment Property Levee Improvements Easement Area”). The Company shall have the right to use the Wastewater Treatment Property Levee Improvements Easement Area for purposes of constructing, operating, repairing, modifying, expanding, maintaining and replacing the Levee Project, provided that in the event the Town’s wastewater treatment plant office, lab and press building are located within the Wastewater Treatment Property Levee Improvements Easement Area during the construction of the Levee Project, those facilities shall be protected from disruption of operations. In addition, the Company shall have the right to enter along, over and upon Wastewater Treatment Property for purposes of accessing the Wastewater Treatment Levee Improvements Easement Area. The Town agrees that, except as provided in this Section 6, no improvements will be constructed in, and no use will be made of, the Wastewater Treatment Property Levee Improvements Easement Area which interferes with the Company’s ability to use the same for the purposes permitted hereunder.

(b) The Company acknowledges and agrees that the Town has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Company with respect to the Wastewater Treatment Property Levee Improvements Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Wastewater Treatment Property Levee Improvements Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Wastewater Treatment Property Levee Improvements Easement Area, or (iii) the environmental condition of the Wastewater Treatment Property Levee Improvements Easement Area. The Company

further acknowledges and agrees that the Wastewater Treatment Property Levee Improvements Easement Area is being conveyed and transferred to the Company in its present condition, "as is, where is" and with all faults, and the Town shall have no obligation to protect or defend the Company from or against any claim or claim of interest pertaining, directly or indirectly, to the Wastewater Treatment Property Levee Improvements Easement Area.

TO HAVE AND TO HOLD the Wastewater Treatment Property Levee Improvements Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Company Property and its successors and assigns forever.

7. Temporary Construction Easement over Wastewater Treatment Property. The Town hereby grants, transfers and conveys unto Company a non-exclusive temporary construction easement (the "Wastewater Treatment Property Temporary Construction Easement") over, through and across the portion of the Wastewater Treatment Property as shown on the drawing attached hereto as Exhibit 12 and as more particularly described on Exhibit 13 (the "Wastewater Treatment Property Temporary Construction Easement Area") in order to permit the Company to construct the Levee Project and to relocate the existing wastewater treatment press building in the location shown on Exhibit 14, and expand the asphalt parking area as shown on Exhibit 14. The relocated press building will be comparable to the current press building. The current press building is a single story 40' by 35' wood stud structure with manufactured trusses, a standard metal siding, and standing seam metal roof. Access to the building is via a 16' rollup door and one standard 3' personnel door. The current press building sits on a concrete slab sufficient to accept the loading of the press. The pad has an integral 6" concrete curb and drainage system placed around the press to contain liquids in the event of a spill. By products of the press operations are disposed of via a conveyor that penetrates the northern outer wall of the building and dumps material into a 20-yard dumpster outside the building. Power to the building is 3 phase. Natural gas service is provided through 1" service to a gas heater, which the parties assume can be relocated to the new press building. The current press building has a ¾" water service providing water for operations. An industrial compressor is plumbed for bench connections in the shop; which the parties assume can be relocated to the new press building. Process piping and valves enter the rear of the current press building connecting the facility to the systems within the Town's wastewater treatment facilities. The new press building and its foundation will be constructed in the location shown on Exhibit 14. The Company will move the contents of the current press building, including the existing press and peripheral equipment, to the new press building, provide utility connections to the new press building as listed above, and connect the press to the existing systems. The Company shall also construct a lean-to shelter adjacent to the new press building to provide cover for the dumpster. The plans for the relocated press building shall be approved by the Town's engineer prior to the commencement of the relocation of the press building and the press building shall be constructed in compliance with the Town's building code and standards,. The approximate size of the lean-to shelter will be 45' by 15' with sufficient vertical clearance to allow the conveyor to discharge into the dumpster. The Company and the Town shall agree upon a schedule for the construction of the new press building. The Town shall have access to the Wastewater Treatment Property at all times during the construction of the Levee Project. After completion of the construction of the new press building and the relocation of the existing press and peripheral equipment to the new press building, the Company shall demolish and remove the current press building. The Wastewater Treatment Property Temporary Construction Easement shall terminate upon the completion of the construction of the Levee Project. In the event the Town elects to relocate the Town's wastewater treatment facilities prior to the relocation of the press building, the Company agrees to pay to the Town the estimated cost for the relocation of the current press building to aid in the construction of a new press building by the Town at the relocated wastewater treatment facilities.

8. Access Easement for Wastewater Treatment Property.

(a) The Company hereby grants, transfers and conveys unto the Town a perpetual, non-exclusive access easement (the “Wastewater Treatment Property Access Easement”) over and across the portion of the Company Property as shown on the drawing attached hereto as Exhibit 15 and as more particularly described on Exhibit 16 (the “Wastewater Treatment Property Access Easement Area”). The Town shall have the right to use the Wastewater Treatment Property Access Easement Area for purposes of vehicular and pedestrian ingress to and egress from the Wastewater Treatment Property. The Company shall construct an access drive within the Wastewater Treatment Property Access Easement Area and relocate the Company’s gate house as shown on Exhibit 17. The Company shall demolish and remove the Rhea Street Bridge over Puzzle Fool Branch upon the completion of a functional access drive within the Wastewater Treatment Property Access Easement Area. Upon the completion of the access drive by the Company in compliance with the Town’s building code and standards, the Town shall be responsible for maintaining, repairing and replacing the access drive located within the Wastewater Treatment Property Access Easement Area.

(b) The Town acknowledges and agrees that the Company has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to the Town with respect to the Wastewater Treatment Property Access Easement Area, including, without limitation, any warranties, representations, guarantees or assurances regarding (i) title to the area encumbered by the Wastewater Treatment Property Access Easement Area, (ii) the habitability, marketability, merchantability, suitability, quality or fitness for a particular purpose of the Wastewater Treatment Property Access Easement Area, or (iii) the environmental condition of the Wastewater Treatment Property Access Easement Area. The Town further acknowledges and agrees that the Wastewater Treatment Property Access Easement Area is being conveyed and transferred to the Town in its present condition, "as is, where is" and with all faults, and the Company shall have no obligation to protect or defend the Town from or against any claim or claim of interest pertaining, directly or indirectly, to the Wastewater Treatment Property Access Easement Area.

TO HAVE AND TO HOLD the Wastewater Treatment Property Access Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Wastewater Treatment Property and its successors and assigns forever.

9. Notices. All notices, consents, approvals, deliveries and other communications (collectively, “Notices”) which may be or are required to be given by either the Town or the Company under this Agreement shall be properly given only if made in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed to the Town or the Company, as applicable, as follows:

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  
Attention: City Mayor

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

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed to have been duly given if delivered by hand, on the date of delivery, when received by receipted overnight delivery, or five (5) days after such notice is mailed, by registered or certified mail, postage prepaid, return receipt requested.

10. 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.

11. Construction. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement. In the event any provision hereof shall be prohibited by or invalidated under applicable laws, the remaining provisions of this Agreement shall remain fully effective.

12. Compliance. The Company shall use and cause its agents, employees, contractors, guests and invitees to use the easements granted herein to the Company in a manner that complies with all applicable laws. The Town shall use and cause its agents, employees, contractors, guests and invitees to use the easements granted herein to the Town in a manner that complies with all applicable laws.

13. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

14. Exhibits. The parties acknowledge that all exhibits, schedules, and addenda referenced herein are attached to this Agreement and are incorporated herein by reference.

15. Successors and Assigns. The terms, conditions, covenants, agreements and easements contained herein shall be binding on and inure to the benefit of the Town, the Company and their respective heirs, successors and assigns. Any references to the "Town" and the "Company" shall be deemed to mean and include their respective heirs, successors and assigns as though they had been original parties to this Agreement. Notwithstanding anything to the contrary contained herein, the Town, the Company and their respective successors in interest shall only be obligated under this Agreement to the extent the terms hereof relate to the period during which they own the Company Property, the Town Property or the Wastewater Treatment Property, as applicable.

16. No Third Party Beneficiary. This Agreement is made solely and specifically for the benefit of the Town, the Company and their respective successors and assigns, and no other person or entity shall have any rights, interest, claims or benefits under or on account of this Agreement as a third party beneficiary.

17. No Waiver. 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 to either party upon any breach of this Agreement by the other party hereto shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

18. Covenants that Run with Land. The easements granted herein and all the covenants, conditions and agreements contained herein shall run with the land.

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

The actual consideration or value, whichever is greater, for this transfer is \$\_\_\_\_\_.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

TOWN:

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

Before me, \_\_\_\_\_, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be the \_\_\_\_\_ of The Town of Ashland City, Tennessee, the within named bargainor, a municipal corporation of State of Tennessee, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by \_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COMPANY:

State Industries, LLC., a Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

Before me, \_\_\_\_\_, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be \_\_\_\_\_ of State Industries, LLC, the within named bargainor, a Tennessee limited liability company, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by \_\_\_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Exhibit 1

Survey of the 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 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 the 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 the Wastewater Treatment Property

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

Exhibit 4

Drawing of the Town Property Levee Improvements Easement Area

See EXH-03A attached hereto

Exhibit 5

Description of Town Property Levee Improvements Easement Area

See Exhibit-03A Easement Description attached hereto

Exhibit 6

Drawing of the Retained Access Easement Area

See EXH-15 attached hereto



Exhibit 7

Description of the Retained Access Easement Area

See Exhibit-15 Access Easement Description attached hereto

Exhibit 8

Drawing of Drainage Pipe Location

See Pipe-01 attached hereto

Exhibit 9

Drawing of Retained Utility Easement

See UT-01 attached hereto

Exhibit 10

Drawing of the Town Property Temporary Construction Easement Area

See EXH-03B attached hereto

Exhibit 11

Description of the Town Property Temporary Construction Easement Area

See Exhibit-03B (Temporary Construction) Easement Description attached hereto

Exhibit 12

Drawing of the Wastewater Treatment Property Levee Improvements Easement Area and  
Wastewater Treatment Property Temporary Construction Easement Area

See EXH-01B and EXH-01C attached hereto

Exhibit 13

Description of the Wastewater Treatment Property Levee Improvements Easement Area

See Permanent Easement and Temporary Construction Easement For A  
Portion of Tax Map 055C Group E Parcel 6.00 attached hereto

Exhibit 14

Drawing of Improvements to Wastewater Treatment Property

See WWTP-01 attached hereto



Exhibit 15

Drawing of the Wastewater Treatment Property Access Easement Area

See EXH-07 attached hereto

Exhibit 16

Description of the Wastewater Treatment Property Access Easement Area

See Exhibit-07 30' Ingress/Egress Easement attached hereto

Exhibit 17

Drawing of New Gate House Location

See GS-01 attached hereto

## 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 20.

### 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 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. 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 5 and as more particularly described on Exhibit 6, and the Town agrees to convey to the Company for no additional consideration the property shown on the drawing attached hereto as Exhibit 5 and as more particularly described on Exhibit 6. 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 7 and as more particularly described on Exhibit 8 (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 7 and as more particularly described on Exhibit 8 for purposes of constructing the Levee Project (the “Retained Temporary Construction Easement Area”).

4. 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. 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 9 and as more particularly described on Exhibit 10 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. 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. 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 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 since the Traffic Study determines that the Traffic Light will be warranted and TDOT has advised the Town and the Company that it has no objection to the installation of the Traffic Light, then the Company shall reimburse the Town for the costs of the 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. 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. 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 11 (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 sixty (60) 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 11.

10. 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. Turn Lane. The Company and Town agree to work together on obtaining funding from TDOT for the addition of a turn lane on Tennessee Waltz Parkway at the corporate/truck entrance to the Company's manufacturing facility located on the Company Property.

12. 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. 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.

13. Injunctive/Ancillary/Emergency Relief. Notwithstanding any provision of Section 11 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 mediation procedures of Section 11, either party may seek injunctive relief or other form of ancillary relief.

14. Remedies. Except as provided in Section 11 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. 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. 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 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. 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. 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. 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. 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. 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

Drawing Showing Property Transfers

See EX-014 attached hereto



Exhibit 6

Description of Property Transfers

See Land Swap to Ashland City attached hereto

See Land Swap to A.O Smith attached hereto

Exhibit 7

Drawing of Retained Levee Improvements Easement Area

See EXH-01A attached hereto

Exhibit 8

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 9

Drawing of Excess Property

See EX-15B attached hereto

Exhibit 10

Description of Excess Property

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

Exhibit 11

Copy of Levee Project Plans

## 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 ~~22~~20.

### 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 12<sup>th</sup> 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)~~ thirty (30) 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 ~~109~~

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

<b>Summary report:</b> <b>Litéra® Change-Pro TDC 10.1.0.700 Document comparison done on</b> <b>9/9/2019 2:29:02 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4837-4370-5702/5/Levee Project Agreement-Ashland City.docx	
<b>Modified DMS:</b> nd://4837-4370-5702/6/Levee Project Agreement-Ashland City.docx	
<b>Changes:</b>	
<a href="#">Add</a>	66
<del>Delete</del>	82
<del>Move From</del>	0
<del>Move To</del>	0
<del>Table Insert</del>	0
<del>Table Delete</del>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>148</b>

Exhibit 1

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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;

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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

Drawing Showing Property Transfers

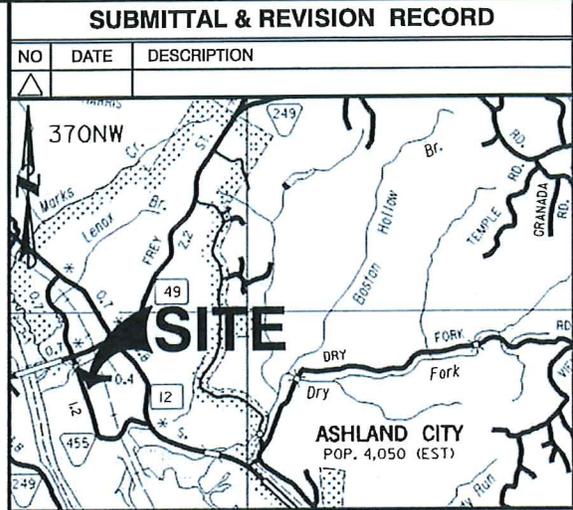
See EX-014 attached hereto



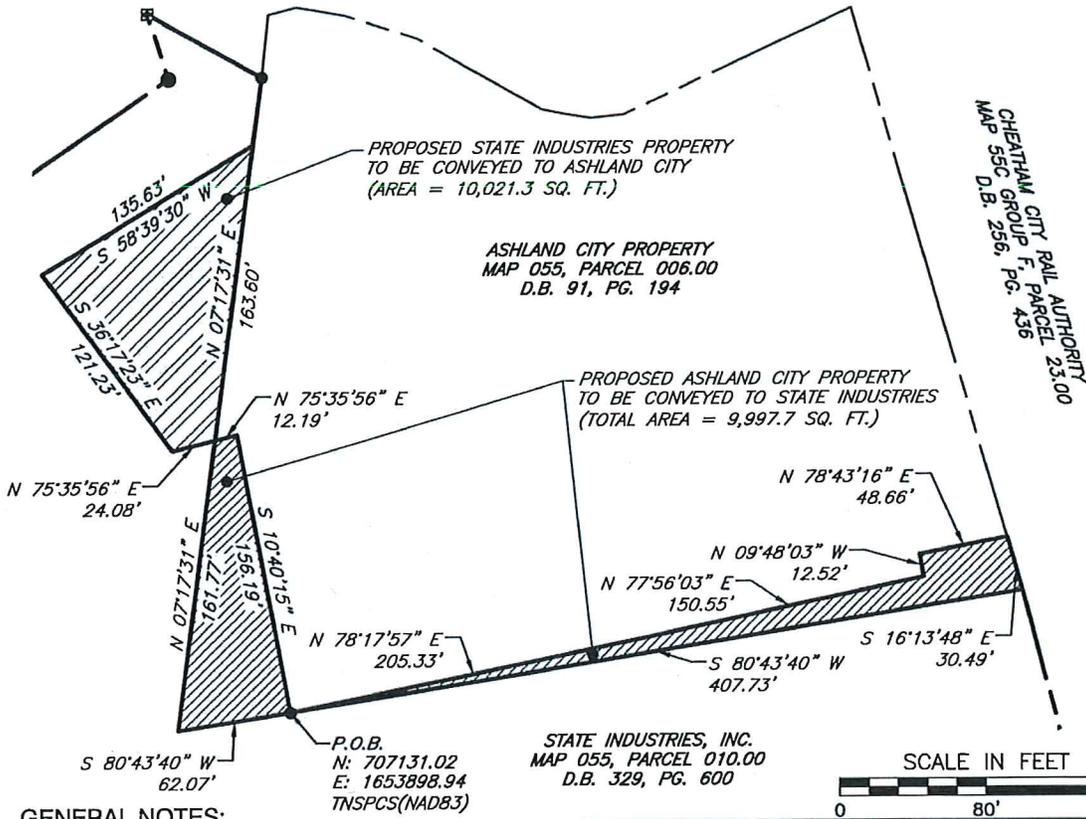
**GRID NORTH**  
CONVERGENCE  
(-) $0^{\circ} 37' 32''$

**DRAFT**

MIKE GIBBS  
MAP 055C, PARCEL 001.00  
D.B. 29, PG. 890



VICINITY MAP  
N.T.S.



**GENERAL NOTES:**

1. BEARINGS ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
2. THIS SURVEY WAS PREPARED USING THE CURRENT DEEDS AND PLATS OF RECORD.
3. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO REGISTER'S OFFICE OF CHEATHAM COUNTY, TENNESSEE.
4. ADJOINING PROPERTY LINES SHOWN WERE PLOTTED FROM INFORMATION TAKEN FROM EITHER DEED DESCRIPTION, RECORD PLATS, OR TAX MAPS.
5. DISTANCES ARE BASED ON A FIELD SURVEY USING EDM & GPS EQUIPMENT.
6. IT IS RECOMMENDED THAT YOU NOTIFY TENNESSEE ONE-CALL SYSTEM, INC. BEFORE ANY EXCAVATION IS CONDUCTED. PHONE: 1-800-351-1111.
7. NO TITLE REPORT WAS PROVIDED TO THIS SURVEYOR REGARDING THE SUBJECT PROPERTIES, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH AND REPORT MAY DISCLOSE.

**Civil & Environmental Consultants, Inc.**  
325 Seaboard Lane · Suite 170 · Franklin, TN 37067  
615-333-7797 · 800-763-2326  
www.cecinc.com

PROPERTY EXHIBIT  
OF  
PROPOSED LAND SWAP  
Situate In  
FIRST CIVIL DISTRICT  
CHEATHAM COUNTY, TENNESSEE  
Made For  
THE TOWN OF  
ASHLAND CITY  
AND A.O. SMITH CORPORATION

ITEM # 5.

DATE: MARCH 28, 2018	SCALE: 1"=80'	DRAWING NO.:
DRAWN BY: GSC	CHECKED BY: DRAFT	<b>EX-014</b>
PROJECT NO: 162-710	APPROVED BY: DRAFT	SHEET 1 OF 1

Exhibit 6

Description of Property Transfers

See Land Swap to Ashland City attached hereto

See Land Swap to A.O Smith attached hereto





**LAND SWAP TO ASHLAND CITY**

Situate in the First Civil District of Cheatham County, Tennessee, being the Ashland City Property "Map 055, Parcel 006.00, Deed Book 91, Page 194 Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), a portion of State Industries Property "Map 055, Parcel 010.00, Deed Book 329 Page 600, Register's Office for Cheatham County, Tennessee (R.O.C.C.T), and being more accurately described as follows:

Commencing at a ½" Iron Pin found, said pin being in the southerly property line of the Ashland City Property, Deed Book 91, Page 194, (R.O.C.C.T.), said pin also being in the northerly line of the State Industries, Inc. property, Deed Book 329 Page 600 (R.O.C.C.T.), said pin having Coordinates of N: 707,131.02 E: 1,653,898.94 (Tennessee State Plane Coordinates, NAD83).

Thence, with said State Industries, Inc. the following two calls:

- 1) South 80°43'40" West 62.07 feet;
- 2) North 07°17'31" East 161.77 feet; to the TRUE POINT OF BEGINNING

Thence, continuing with State Industries, Inc., North 07°17'31" East 163.60 feet;

Thence, leaving said State Industries, Inc., South 58°39'30" West 135.63 feet;

Thence, South 36°17'23" East 121.23 feet;

Thence, North 75°35'56" East 24.08 feet to the point of beginning, containing in all 10,021 square feet, or 0.230 acres, more or less.

### LAND SWAP TO A.O. SMITH

Situate in the First Civil District of Cheatham County, Tennessee, being the State Industries Property "Map 055, Parcel 010.00, Deed Book 329 Page 600, Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), a portion of Ashland City Property "Map 055, Parcel 006.00, Deed Book 91, Page 194 Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), and being more accurately described as follows:

Beginning at a ½" Iron Pin found, said pin being in the northerly line of the State Industries, Inc. property, Deed Book 329 Page 600 (R.O.C.C.T.) said pin also being in the southerly property line of the Ashland City Property, Deed Book 91, Page 194, (R.O.C.C.T.), said pin having Coordinates of N: 707,131.02 E: 1,653,898.94 (Tennessee State Plane Coordinates, NAD83).

Thence, through said Ashland City Property, the following calls;

- 1) North 78°17'57" East 205.33 feet;
- 2) North 77°56'03" East 150.55 feet;
- 3) North 09°48'03" West 12.52 feet;
- 4) North 78°43'16" East 48.66 feet; to the west margin of Cheatham City Rail Authority, Deed Book 256, Page 436 (R.O.C.C.T).

Thence, with said Cheatham City Rail Authority, South 16°13'48" East 30.49 feet; to the north line of said State Industries, Inc.;

Thence, along said north line of State Industries, Inc., South 80°43'40" West 407.73 feet; to the point of beginning, containing in all 4,236 square feet, or 0.097 acres, more or less.



**LAND SWAP TO A.O. SMITH**

Situate in the First Civil District of Cheatham County, Tennessee, being the State Industries Property "Map 055, Parcel 010.00, Deed Book 329 Page 600, Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), a portion of Ashland City Property "Map 055, Parcel 006.00, Deed Book 91, Page 194 Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), and being more accurately described as follows:

Beginning at a ½" Iron Pin found, said pin being in the northerly line of the State Industries, Inc. property, Deed Book 329 Page 600 (R.O.C.C.T.) said pin also being in the southerly property line of the Ashland City Property, Deed Book 91, Page 194, (R.O.C.C.T.), said pin having Coordinates of N: 707,131.02 E: 1,653,898.94 (Tennessee State Plane Coordinates, NAD83).

Thence, with said Ashland City Property the following two calls:

- 1) South 80°43'40" West 62.07 feet;
- 2) North 07°17'31" East 161.77 feet;

Thence, leaving said Ashland City Property, North 75°35'56" East 12.19 feet;

Thence, South 10°40'15" East 156.19 feet; to the point of beginning, containing in all 5,761 square feet, or 0.132 acres, more or less.

Exhibit 7

Drawing of Retained Levee Improvements Easement Area

See EXH-01A attached hereto

**DRAFT**

MIKE GIBBS  
MAP 55C GROUP E, PARCEL 5.00  
D.B. 29, PG. 890

CHEATHAM COUNTY  
RAIL AUTHORITY  
MAP 55C GROUP F,  
PARCEL 23.00  
D.B. 256, PG. 436

LINE TABLE		
LINE #	DIRECTION	LENGTH
L543	S 45°06'09" W	6.05'
L545	S 58°39'30" W	116.74'
L546	N 58°39'30" E	135.63'
L547	N 36°17'23" W	72.20'
L548	S 07°17'31" W	12.80'
L550	S 36°17'23" E	60.06'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHB
C6	88.00'	2°37'24"	4.03'	N 47°24'50" E
C7	88.00'	2°37'24"	4.03'	S 47°24'50" W

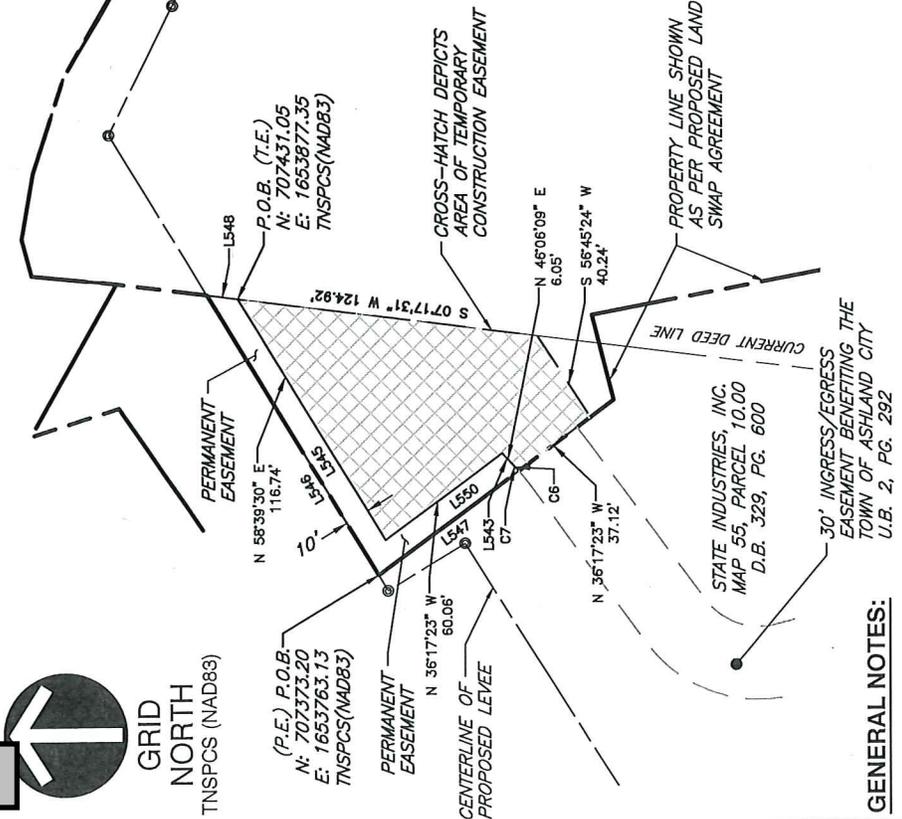


**AREA:**  
TEMPORARY EASEMENT:  
(SQ.FT. 7,569)(AC. 0.17)  
PERMANENT EASEMENT:  
(SQ.FT. 1,924)(AC. 0.04)

TOWN OF ASHLAND CITY  
A.O. SMITH LEVEE  
1ST CIVIL DISTRICT  
CHEATHAM COUNTY, TENNESSEE  
EASEMENT EXHIBIT

**Civil & Environmental Consultants, Inc.**  
325 Seaboard Lane · Suite 170 · Franklin, TN 37067  
615-333-7797 · 800-763-2326  
www.cecinco.com

DRAWN BY: KLU | CHECKED BY: KLU | APPROVED BY: [Signature]  
DATE: NOVEMBER 21, 2018 | DWG SCALE: 1"=60' | PROJECT NO: 162-710 | EXHIBIT: EXH-01A



**GENERAL NOTES:**

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS OUTLINED BY T.C.A. 0820-03--07.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
3. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE.

PROPERTY LINES ARE SHOWN AS PER A SURVEY FOR A.O. SMITH, PERFORMED BY A.O. SMITH & ASSOCIATES, INC. AND DATED JUNE 23, 2017 AND A PROPOSED LAND SWAP AGREEMENT BETWEEN THE TOWN OF ASHLAND CITY AND STATE INDUSTRIES, INC.

ITEM # 5.

Exhibit 8

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



## **Permanent Easement and Temporary Construction Easement For A Portion of Tax Map 055 Parcel 10.00**

The following easements are situated in the First Civil District of Cheatham County, Tennessee, and being a portion of the State Industries, Inc. Property, as of record in Deed Book 329 Page 600, Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), located east of Tennessee Waltz Parkway, South of State Route 49, and West of State Route 12, being more accurately described as follows:

### **PERMANENT EASEMENT**

The POINT OF BEGINNING, having (NAD83) Tennessee State Plane Coordinate values of North 707373.20 and East 1653763.13; Thence, North 58°39'30" East, 135.63 feet to the westerly line of the Ashland City Property tract as of record in Deed Book 91, Page 194; Thence, with the boundary of said State Industries tract and Ashland City tract, South 7°17'31" West, 12.80 feet; Thence, through the said State Industries tract the following 5 calls;

1. South 58°39'30" West, 116.74 feet;
2. South 36°17'23" East, 60.06 feet;
3. South 46°06'09" West, 6.05 feet;
4. to the beginning of a curve concave northwesterly, having a radius of 88.00 feet, an arc length of 4.03 feet, and a chord bearing and distance of North 47°24'50" East, 4.03 feet;
5. North 36°17'23" West, 72.20 feet, to the Point of Beginning and containing 1924 SF / 0.04 Acres, More or Less.

### **TEMPORARY CONSTRUCTION EASEMENT**

The POINT OF BEGINNING, being in the westerly line of the Ashland City Property tract as of record in Deed Book 91, Page 194, having (NAD83) Tennessee State Plane Coordinate values of North 707431.05 and East 1653877.35;

Thence, with the boundary of said State Industries tract and Ashland City tract, South 7°17'31" West, 124.92 feet;

Thence, through the said State Industries tract the following 6 calls;

1. South 56°45'24" West, 40.24 feet;
2. North 36°17'23" West, 37.12 feet,
3. to the beginning of a non-tangent curve concave northwesterly, having a radius of 88.00 feet, an arc length of 4.03 feet, and a chord bearing and distance of , North 47°24'50" East, 4.03 feet;
4. North 46°06'09" East, 6.05 feet;

5. North 36°17'23" West, 60.06 feet, and
6. North 58°39'30" East, 116.74 feet, to the Point of Beginning and containing 7569 SF / 0.17 Acres, More or Less.

The foregoing descriptions are to be used in conjunction with an Exhibit Drawing, numbered: EXH-01A, prepared by Civil & Environmental Consultants.



Exhibit 9

Drawing of Excess Property

See EX-15B attached hereto



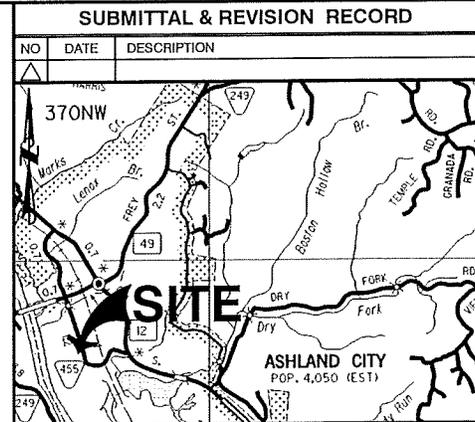
**NORTH**  
TNSPCS(NAD83)

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C100	290.00'	23°17'38"	117.90'	117.09'	S 25°53'08" E

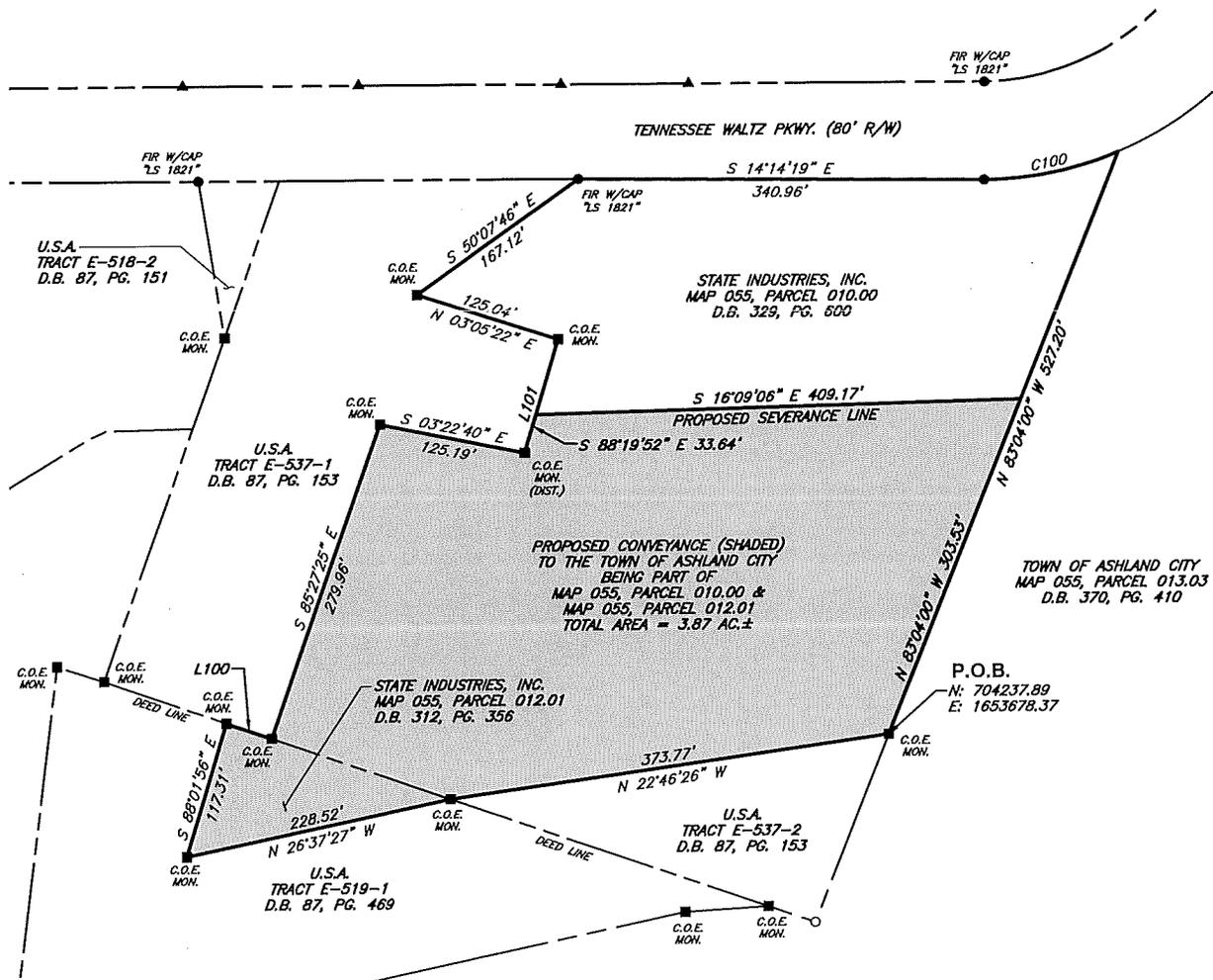
**LEGEND:**

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY
- FOUND IRON PIN (FIP)
- MAG / PK NAIL FOUND
- MONUMENT FOUND

LINE TABLE		
LINE #	DIRECTION	LENGTH
L100	S 03°52'48" W	40.48'
L101	S 88°19'52" E	99.54'



VICINITY MAP  
N.T.S.



**GENERAL NOTES:**

- BEARINGS ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
- THIS SURVEY WAS PREPARED USING THE CURRENT DEEDS AND PLATS OF RECORD.
- ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO REGISTER'S OFFICE OF CHEATHAM COUNTY, TENNESSEE.
- ADJOINING PROPERTY LINES SHOWN WERE PLOTTED FROM INFORMATION TAKEN FROM EITHER DEED DESCRIPTION, RECORD PLATS, OR TAX MAPS.
- DISTANCES ARE BASED ON A FIELD SURVEY USING EDM & GPS EQUIPMENT.
- IT IS RECOMMENDED THAT TENNESSEE ONE-CALL SYSTEM, INC. BE NOTIFIED BEFORE ANY EXCAVATION IS DUCTED. PHONE: 1-800-351-1111.

**DRAFT**



**CEC**  
**Civil & Environmental Consultants, Inc.**  
325 Seaboard Lane - Suite 170 - Franklin, TN 37067  
615-333-7797 - 800-763-2326  
www.cecinc.com

PROPERTY EXHIBIT  
OF  
CEC TRACT #14 REVISED  
Situate In  
FIRST CIVIL DISTRICT  
CHEATHAM COUNTY, TENNESSEE  
Made For  
THE TOWN OF ASHLAND CITY  
AND  
A.O. SMITH CORPORATION

**ITEM # 5.**

DATE: DEC. 20, 2018	SCALE: 1"=80'
DRAWN BY: SVH	CHECKED BY: DRAFT
PROJECT NO: 162-710	APPROVED BY: DRAFT

**EX-15B**  
SHEET 1 OF 1

TITLE REPORT WAS PROVIDED TO THIS SURVEYOR REGARDING THE SUBJECT PROPERTIES, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH AND REPORT MAY DISCLOSE.

Exhibit 10

Description of Excess Property

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



**3.87 Acres +/-  
A Portion of Tax Map 055  
Parcels 010.00 & 012.01**

Situated in the First Civil District of Cheatham County, Tennessee, and being a portion of the State Industries Properties, as of record in Deed Book 329 Page 600 and Deed Book 312, Page 356, Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), located West of Tennessee Waltz Parkway, South of State Route 49, and East of Cumberland River, being more accurately described as follows:

BEGINNING at a United States Corps of Engineers Concrete Monument (COE), said monument being the southeasterly corner of U.S.A. Tract E-537-2, as of record in Deed Book 87 Page 153 and in the northerly boundary of the Town of Ashland City property as of record in Deed Book 370, Page 410, having (NAD83) Tennessee State Plane Coordinate values of North 704237.89 and East 1653678.37;

Thence, with westerly boundary of said State Industries tract North 22°46'26" West a distance of 373.77 feet to a COE Monument said monument being the northwesterly corner of said Tract E-537-2 and a common corner with the U.S.A. Tract E-519-1 as of record in Deed Book 87, Page 469, and the southeasterly corner of the State Industries, Inc. property as of record in Deed Book 312, Page 356; thence with said State Industries and said USA tract;

North 26°37'27" West, a distance of 228.52 feet to a COE Monument; thence South 88°01'56" East a distance of 117.31 feet to a COE Monument said monument being in the common boundary of said Tract E-519-1 and U.S.A. Tract E-537-1; thence with said USA Tract South 03°52'48" West a distance of 40.48 feet to a COE Monument said Monument being a common corner with the USA property and said State Industries tract; thence with the following calls, to COE Monuments;

South 85°27'25" East, a distance of 279.96 feet, and

South 03°22'40" East, a distance of 125.19 feet; thence continuing with said boundary,

South 88°19'52" East, a distance of 33.64 feet to a new line severing said State Industries property; thence with said severance line South 16°09'06" East a distance of 409.17 feet to the common boundary of said State Industries and Town of Ashland City tracts; thence with said common boundary

North 83°04'00" West, a distance of 303.53 feet to the point of beginning and containing 3.87 Acres, More or Less.

This description is to be used in conjunction with an Exhibit Drawing, numbered: EX-15B, prepared by Civil & Environmental Consultants.

Exhibit 11

Copy of Levee Project Plans

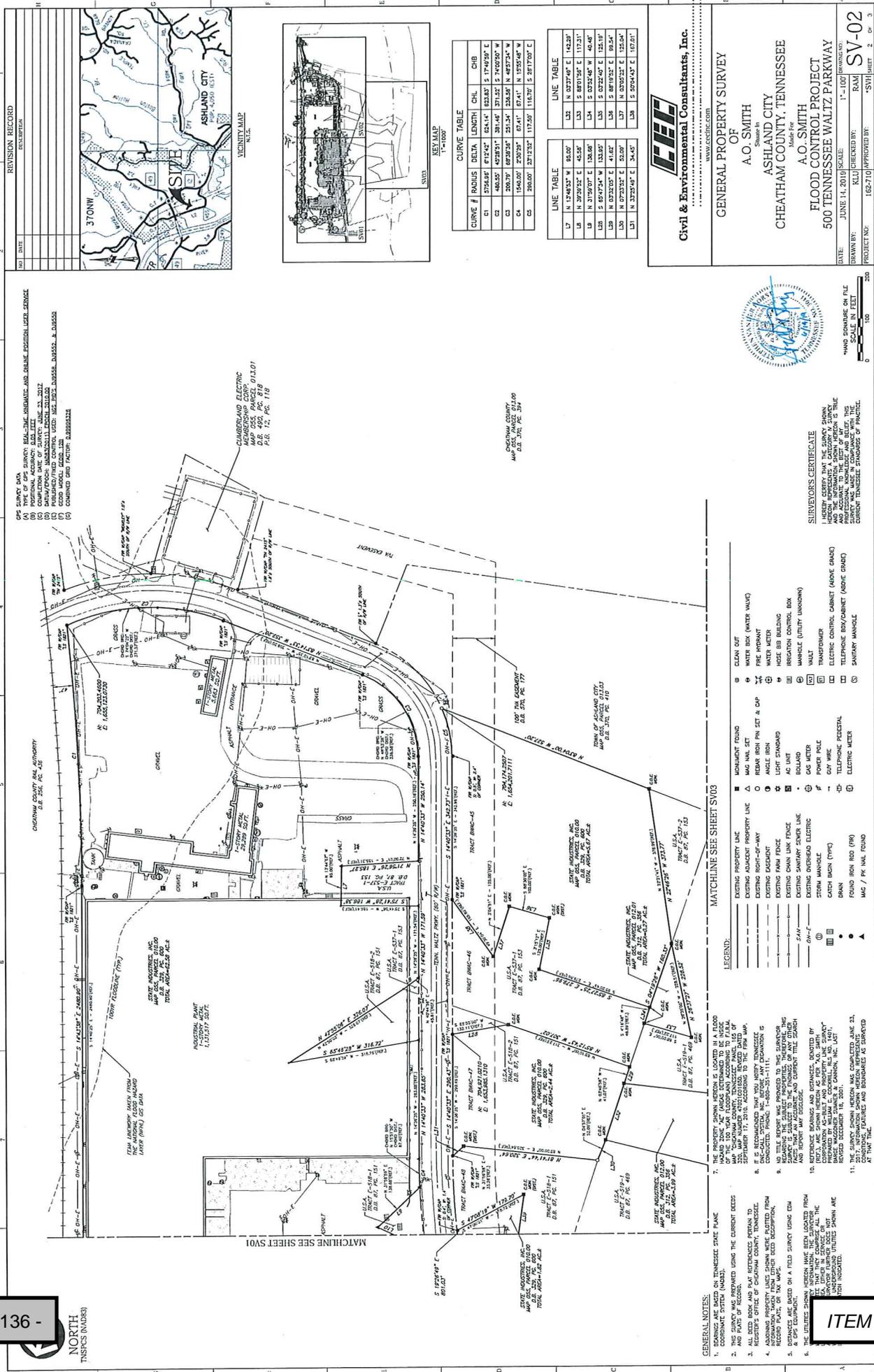
Exhibit 1

Survey of the Company Property

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

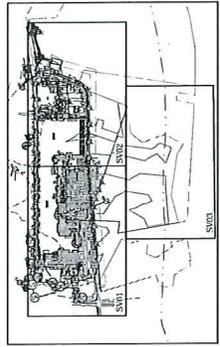
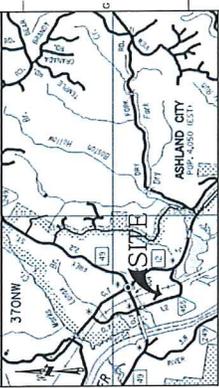
Being portions of the properties conveyed to State Stove & Manufacturing Company, a Tennessee corporation, in Deed Book 14, page 269, Register's Office for Cheatham County, Tennessee, and to State Industries Inc. , a Tennessee corporation, in Deed Book 312, page 356, Deed Book 312, page 358 and Stove & 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.





REVISION RECORD

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	5756.84'	87°24'	524.14'	623.87'	5 17'49.95' E
C2	486.55'	82°53'	381.45'	371.52'	5 7'49.95' W
C3	208.77'	82°53'	251.54'	236.58'	N 48°52'34" W
C4	1540.00'	270°39'	87.41'	87.41'	N 15°56'48" W
C5	298.00'	271°35'	117.50'	116.70'	5 26'17.00" E

LINE TABLE

LINE #	START POINT	END POINT	LENGTH	BEARING
L1	N 12°48'53" W	85.00'	85.00'	N 12°48'53" W
L2	N 30°20'52" E	42.50'	42.50'	N 30°20'52" E
L3	N 31°50'07" E	136.00'	136.00'	N 31°50'07" E
L4	S 62°47'24" W	133.95'	133.95'	S 62°47'24" W
L5	N 03°22'40" E	125.19'	125.19'	N 03°22'40" E
L6	N 03°22'40" E	41.82'	41.82'	N 03°22'40" E
L7	N 07°23'52" E	52.20'	52.20'	N 07°23'52" E
L8	N 32°23'48" E	34.45'	34.45'	N 32°23'48" E

Civil & Environmental Consultants, Inc.  
www.cesinc.com

GENERAL PROPERTY SURVEY  
OF  
A.O. SMITH  
ASHLAND CITY  
CHEATHAM COUNTY, TENNESSEE  
A.O. SMITH  
FLOOD CONTROL PROJECT  
500 TENNESSEE WALTZ PARKWAY  
DATE: JUNE 14, 2018 (SCALE: 1" = 100' (HORIZONTAL))  
DRAWN BY: K.L.J. (CHECKED BY: RAM)  
PROJECT NO.: 182-710 (APPROVED BY: SVH) SHEET 2 OF 3



SCALE IN FEET  
1" = 100'

GPS SURVEY DATA: QUINCY REAL-TIME INSURGENCE AND ONLINE POSITIONAL USER SERVICE  
(A) POSITIONAL ACCURACY: 10.0 METERS  
(B) COMPLETION DATE OF SURVEY: JUNE 23, 2017  
(C) PUBLISHED/FILED CONTROL USED: MAP 055, PARCEL 0143.01  
(D) CONTROL USED: FIDUCIAL MARKERS  
(E) CONTROL DATA: JBR080223

ORIGINAL COUNTY BELL AUTHORITY  
D.B. 256, P.C. 432

CHATHAM COUNTY, TENNESSEE  
MAP 055, PARCEL 0143.01  
P.L.S. 121, P.C. 118

CHATHAM COUNTY, TENNESSEE  
MAP 055, PARCEL 0143.01  
P.L.S. 121, P.C. 118

CHATHAM COUNTY, TENNESSEE  
MAP 055, PARCEL 0143.01  
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CHATHAM COUNTY, TENNESSEE  
MAP 055, PARCEL 0143.01  
P.L.S. 121, P.C. 118

CHATHAM COUNTY, TENNESSEE  
MAP 055, PARCEL 0143.01  
P.L.S. 121, P.C. 118





Exhibit 2

Description of the 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 the Wastewater Treatment Property

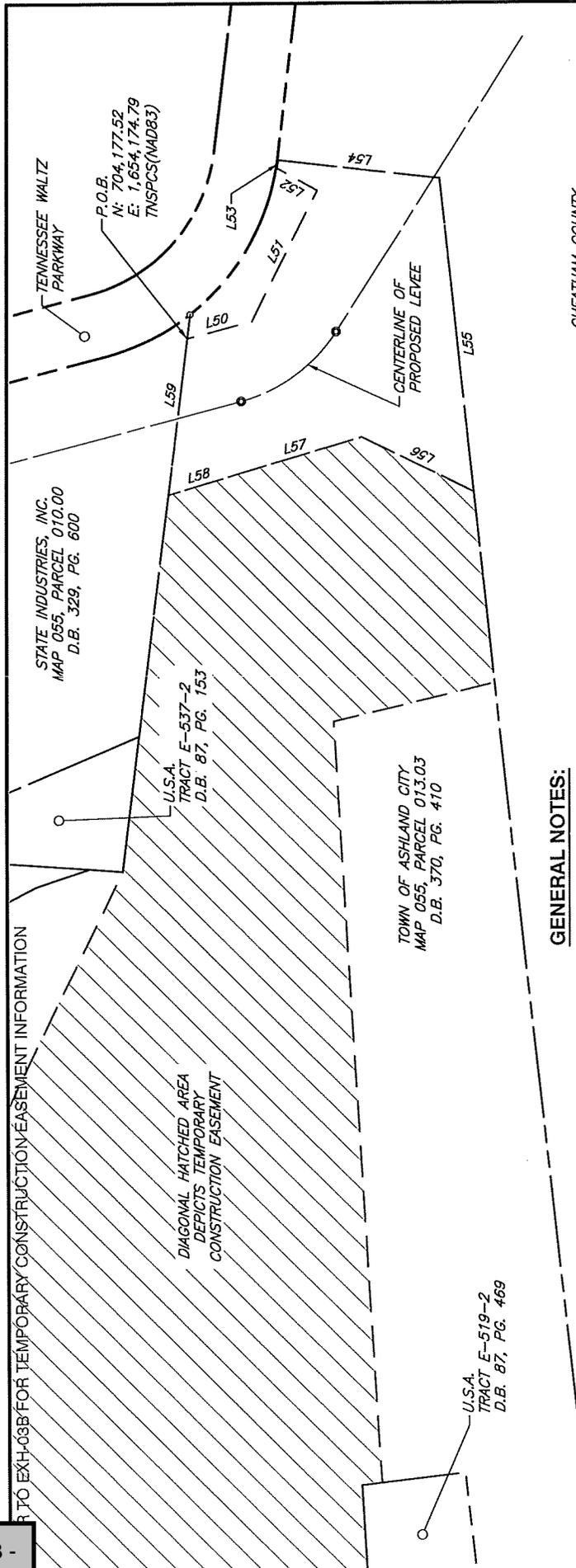
See General Property Survey of the Town of Ashland City Wastewater Treatment Plant-SV-01  
attached hereto



Exhibit 4

Drawing of the Town Property Levee Improvements Easement Area

See EXH-03A attached hereto



**GENERAL NOTES:**

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS OUTLINED BY T.C.A. 0820-03-.07.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
3. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE.
4. PROPERTY LINES ARE SHOWN AS PER A SURVEY FOR A.O. SMITH, PERFORMED BY CEC AND DATED JUNE 23, 2017.

CHEATHAM COUNTY  
MAP 055, PARCEL 013.00  
D.B. 370, PG. 394

**DRAFT**

LINE TABLE		
Line #	Bearing	Distance
L50	S 14-37-08 E	84.13
L51	S 63-24-17 E	182.12
L52	N 29-36-25 E	57.25
L53	S 82-09-50 E	10.08
L54	S 6-45-27 W	201.74
L55	S 83-43-13 W	393.62
L56	N 26-09-54 E	155.64
L57	N 16-22-02 W	164.15
L58	N 16-23-32 W	88.04
L59	S 83-04-00 E	196.54



**Civil & Environmental Consultants, Inc.**  
117 Seaboard Lane · Suite E-100 · Franklin, TN 37067  
615-933-7797 · 800-768-2826  
www.cecinc.com

TOWN OF ASHLAND CITY  
A.O. SMITH LEVEE  
1ST CIVIL DISTRICT  
CHEATHAM COUNTY, TENNESSEE  
EASEMENT EXHIBIT

DRAWN BY:	GSO	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	EXHIBIT:	EXH-03A
DATE:	AUGUST 3, 2017	DWG SCALE:	1"=150'	PROJECT NO:	162-710		

Exhibit 5

Description of Town Property Levee Improvements Easement Area

See Exhibit-03A Easement Description attached hereto





**EXHIBIT-03A EASEMENT DESCRIPTION**

SITUATE IN THE FIRST CIVIL DISTRICT OF CHEATHAM COUNTY, TENNESSEE, BEING A PORTION OF THE TOWN OF ASHLAND CITY PROPERTY IDENTIFIED AS TAX MAP 55, PARCEL 13.03 BY THE ASSESSOR'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE AS OF RECORD IN DEED BOOK 370, PAGE 410 OF THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE (R.O.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE STATE INDUSTRIES, INC. PROPERTY, DEED BOOK 329, PAGE 600 (R.O.C.C.T.), SAID POINT BEING REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) BY THE COORDINATE VALUES, NORTHING: 704,177.52 (FEET), EASTING: 1,654,174.79 (FEET), AND BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, LEAVING SAID STATE INDUSTRIES, INC. AND THROUGH SAID TOWN OF ASHLAND CITY, OF WHICH THIS DESCRIPTION IS A PART, THE FOLLOWING THREE CALLS:

- 1) S 14°37'08" E 84.13 FEET TO A POINT;
- 2) S 63°24'17" E 182.12 FEET TO A POINT;
- 3) N 29°36'25" E 57.25 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF TENNESSEE WALTZ PARKWAY;

THENCE, WITH SAID RIGHT-OF-WAY, S 82°09'50" E 10.08 FEET TO A POINT; SAID POINT BEING THE NORTHWESTERLY CORNER OF THE CHEATHAM COUNTY PROPERTY, DEED BOOK 370, PAGE 394 (R.O.C.C.T.);

THENCE, LEAVING SAID RIGHT-OF-WAY AND WITH SAID CHEATHAM COUNTY, THE FOLLOWING TWO CALLS:

- 1) S 06°45'27" W 201.74 FEET TO A POINT;
- 2) S 83°43'13" W 393.62 FEET TO A POINT;

THENCE, LEAVING SAID CHEATHAM COUNTY AND WITH SAID TOWN OF ASHLAND CITY, OF WHICH THIS DESCRIPTION IS A PART, THE FOLLOWING THREE CALLS:

- 1) N 26°09'54" E 155.64 FEET TO A POINT;
- 2) N 16°22'02" W 164.15 FEET TO A POINT;
- 3) N 16°23'32" W 88.04 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID STATE INDUSTRIES, INC.;

THENCE, S 83°04'00" E 196.54 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 100,369 SQUARE FEET OR 2.304 ACRES, MORE OR LESS.

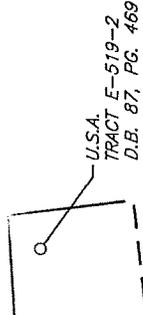
Exhibit 6

Drawing of the Retained Access Easement Area

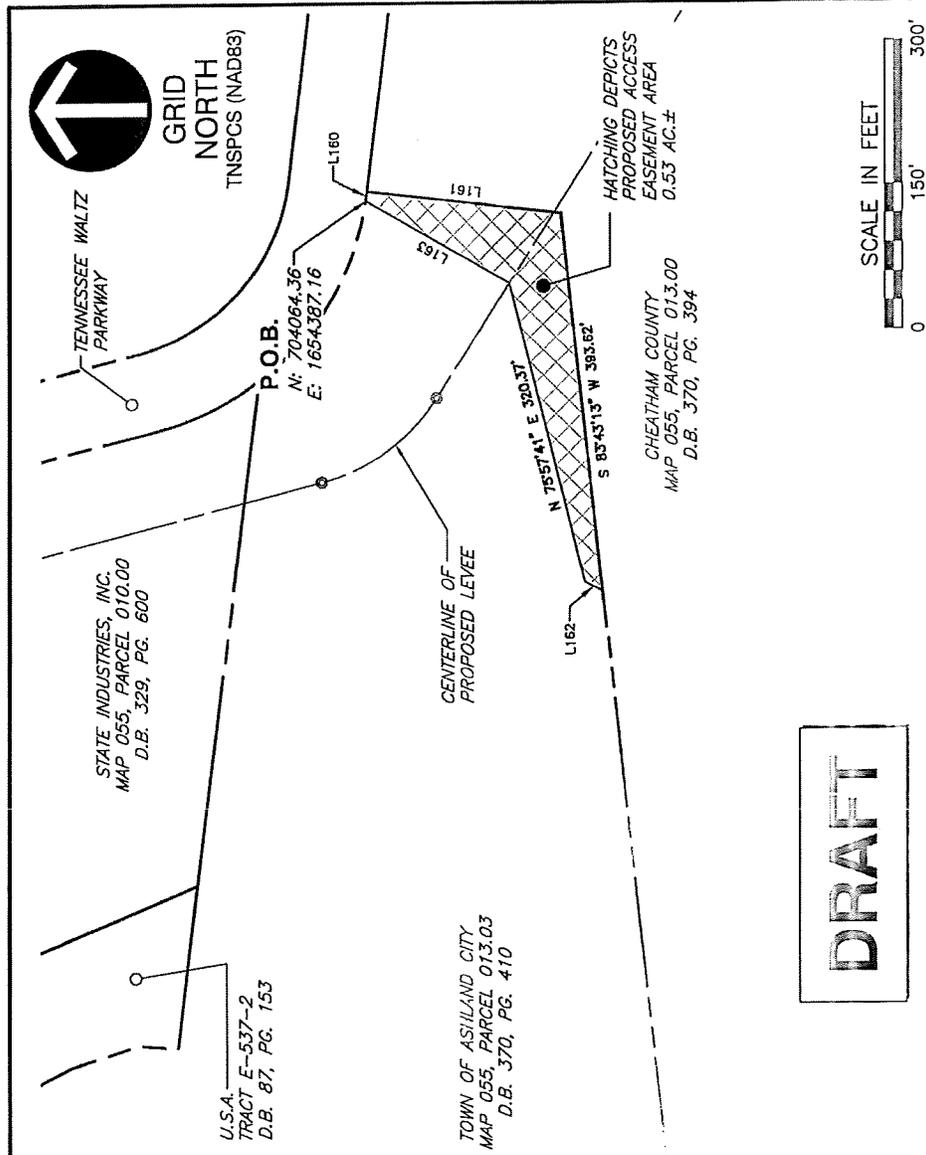
See EXH-15 attached hereto

**GENERAL NOTES:**

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS OUTLINED BY T.C.A. 0820-03-.07.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
3. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE.
4. PROPERTY LINES ARE SHOWN AS PER A SURVEY FOR A.O. SMITH, PERFORMED BY CEC AND DATED JUNE 23, 2017.



U.S.A.  
TRACT E-519-2  
D.B. 87, PG. 469



DRAFT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L160	S 82°09'50" E	10.08'
L161	S 06°45'27" W	201.74'
L162	N 26°09'54" E	20.31'
	N 29°48'14" E	171.52'

TOWN OF ASHLAND CITY  
A.O. SMITH LEVEE  
1ST CIVIL DISTRICT  
CHEATHAM COUNTY, TENNESSEE  
ACCESS EASEMENT TO CHEATHAM COUNTY

**Civil & Environmental Consultants, Inc.**  
325 Seaboard Lane - Suite 170 - Franklin, TN 37067  
615-333-7797 - 800-769-2326  
www.cecinc.com

DRAWN BY: SVH | CHECKED BY: SVH | APPROVED BY: DRAFT | EXHIBIT: EXH-15  
DATE: JUNE 22, 2018 | DWG. SCALE: 1"=150' | PROJECT NO: 162-710

Exhibit 7

Description of the Retained Access Easement Area

See Exhibit-15 Access Easement Description attached hereto



**EXHIBIT-15 ACCESS EASEMENT DESCRIPTION**

SITUATE IN THE FIRST CIVIL DISTRICT OF CHEATHAM COUNTY, TENNESSEE, BEING A PORTION OF THE TOWN OF ASHLAND CITY PROPERTY IDENTIFIED AS TAX MAP 55, PARCEL 13.03 BY THE ASSESSOR'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE AS OF RECORD IN DEED BOOK 370, PAGE 410 OF THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE (R.O.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NEAR THE NORTHEASTERN CORNER OF THE AFOREMENTIONED PROPERTY, OF WHICH THIS DESCRIPTION IS A PART, SAID POINT ALSO BEING IN THE SOUTHERLY RIGHT-OF-WAY OF THE TENNESSEE WALTZ PARKWAY, SAID POINT BEING REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) BY THE FOLLOWING COORDINATE VALUES, NORTHING: 704,064.36 (FEET), EASTING: 1,654,387.16 (FEET), BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, WITH THE RIGHT-OF-WAY OF THE TENNESSEE WALTZ PARKWAY, S 82°09'50" E FOR 10.08 FEET TO A POINT, BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT AND A CORNER POINT IN THE NORTHERLY PROPERTY LINE OF THE CHEATHAM COUNTY PROPERTY, DEED BOOK 370, PAGE 394 (R.O.C.C.T.);

THENCE, LEAVING SAID TENNESSEE WALTZ PARKWAY RIGHT-OF-WAY AND WITH SAID CHEATHAM COUNTY THE FOLLOWING TWO CALLS:

- 1) S 06°45'27" W FOR 201.74 FEET TO A POINT;
- 2) S 83°43'13" W FOR 393.62 FEET TO A POINT;

THENCE, LEAVING SAID CHEATHAM COUNTY PROPERTY AND THROUGH SAID TOWN OF ASHLAND CITY PROPERTY THE FOLLOWING THREE CALLS:

- 1) N 26°09'54" E FOR 20.31 FEET TO A POINT;
- 2) N 75°57'41" E FOR 320.37 FEET TO A POINT;
- 3) N 29°48'14" E FOR 171.52 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.53 ACRES, MORE OR LESS.

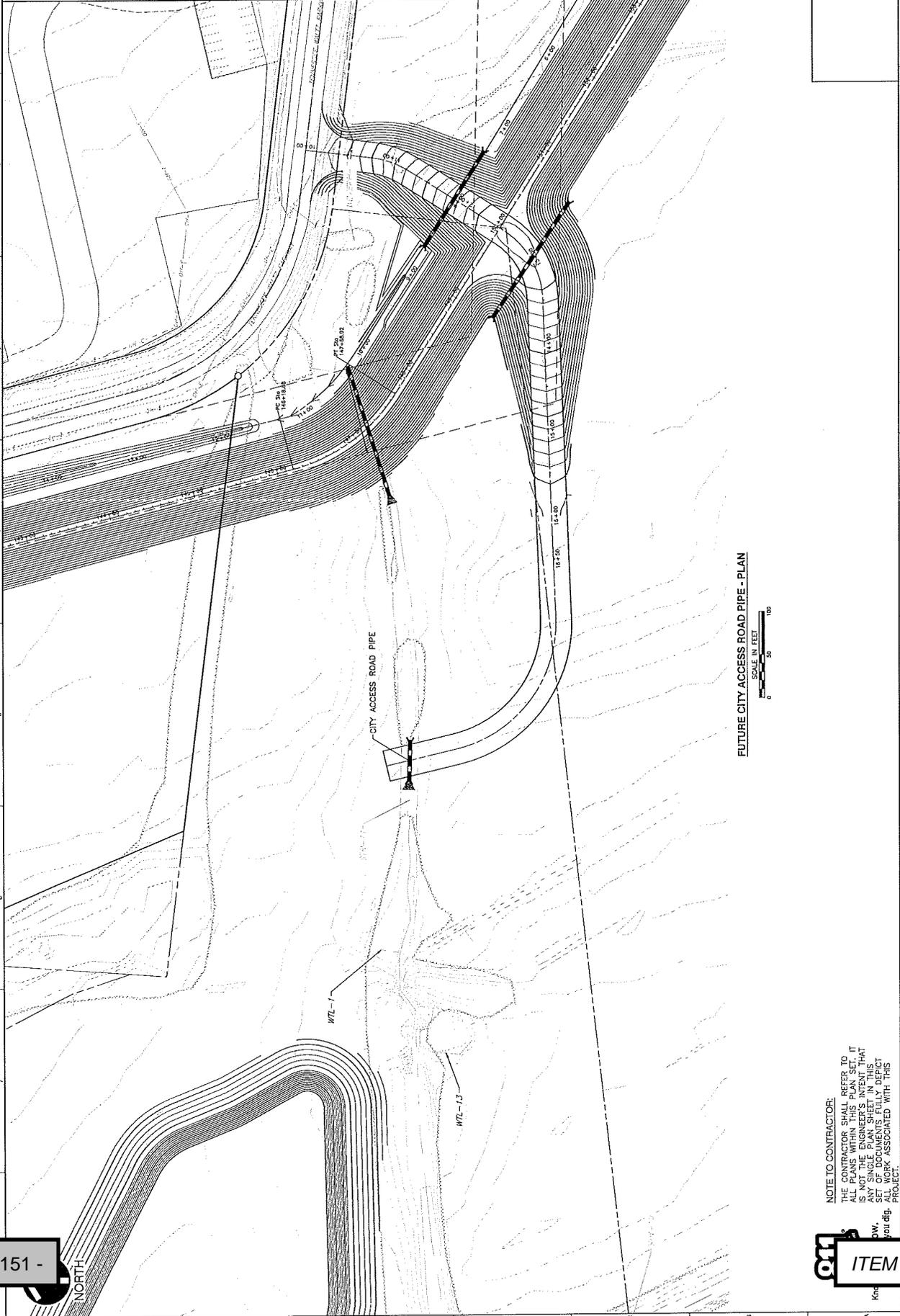
Exhibit 8

Drawing of Drainage Pipe Location

See Pipe-01 attached hereto

REVISION RECORD NO. DATE DESCRIPTION		CIVIL & Environmental Consultants, Inc. 117 Seaboard Lane - Suite E-100 - Franklin, TN 37067 615-323-7797 - 800-783-2328 WWW.P&E.COM	A.O. SMITH FLOOD CONTROL PROJECT 500 TENNESSEE WALTZ PARKWAY ASHLAND CITY CHEATHAM COUNTY, TN	DATE: SEPTEMBER 2019 (ISSUED BY)
				DRAWN BY: AS SHOWN (CHECKED BY)
PROJECT NO: 154-203			PROJECT NAME: FUTURE CITY ACCESS ROAD PIPE	

PIPE-01  
SHEET



**NOTE TO CONTRACTOR:**  
 THE CONTRACTOR SHALL REFER TO ALL PLANS WITHIN THESE PAPERS THAT IS A SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT YOUR WORK ASSOCIATED WITH THIS PROJECT.

Exhibit 9

Drawing of Retained Utility Easement

See UT-01 attached hereto



DRAFT



UT-01  
SHEET NO. OF

UTILITY PROVISIONS

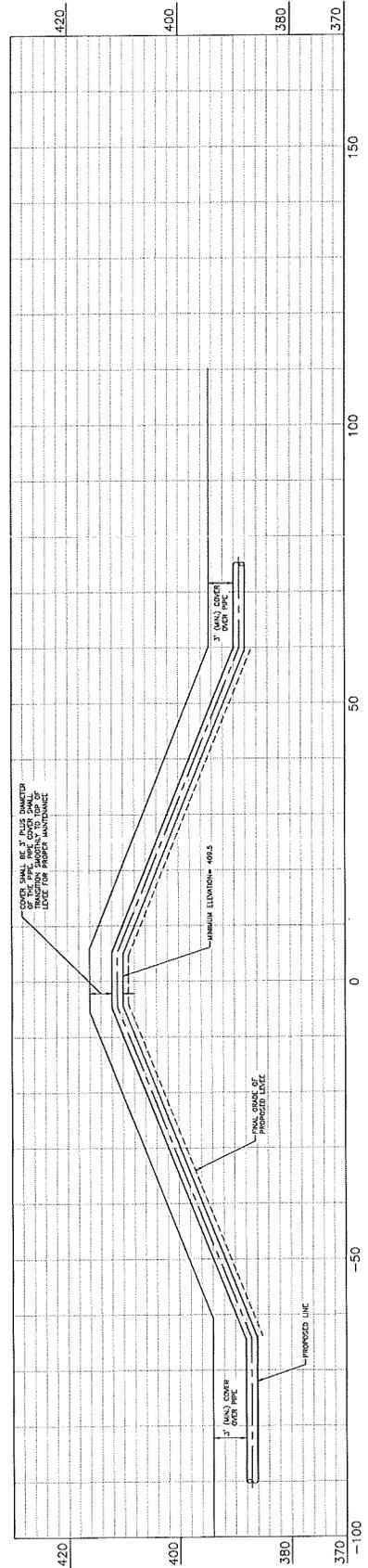
DATE	AUGUST 2017
CHECKED BY	AS SHOWN
PROJECT NO.	154203
DRAWN BY	JBS
TITLE	FLOOD CONTROL PROJECT
LOCATION	500 TENNESSEE WALTZ PARKWAY ASHLAND CITY CHEATHAM COUNTY, TN

A.O. SMITH  
 FLOOD CONTROL PROJECT  
 500 TENNESSEE WALTZ PARKWAY  
 ASHLAND CITY  
 CHEATHAM COUNTY, TN

Civil & Environmental Consultants, Inc.  
 325 Seaboard Lane - Suite 170 - Franklin, TN 37067  
 615-333-7797 - 800-763-2326  
 www.cecon.com

NO.	DATE	DESCRIPTION
1	08/20/17	CAD REVISIONS

- NOTES:
1. A.O. SMITH SHALL PROVIDE UTILITY PROVISIONS OVER THE ENTIRE LENGTH OF THE PIPE. THE COVER SHALL BE MAINTAINED AT THE FINISHED GRADE LEVEL FOR PROPER HANDLING.
  2. UTILITY PROVISIONS SHALL BE IN THE TOP OF A 1" LINE FOR CROSS SECTION ABOVE.
  3. UTILITY LINES SHALL BE PLACED OVER THE FINISHED GRADE AND SHALL BE PROTECTED FOR THE INSTALLATION OF MANHOLES.

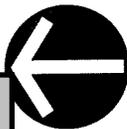


SECTION

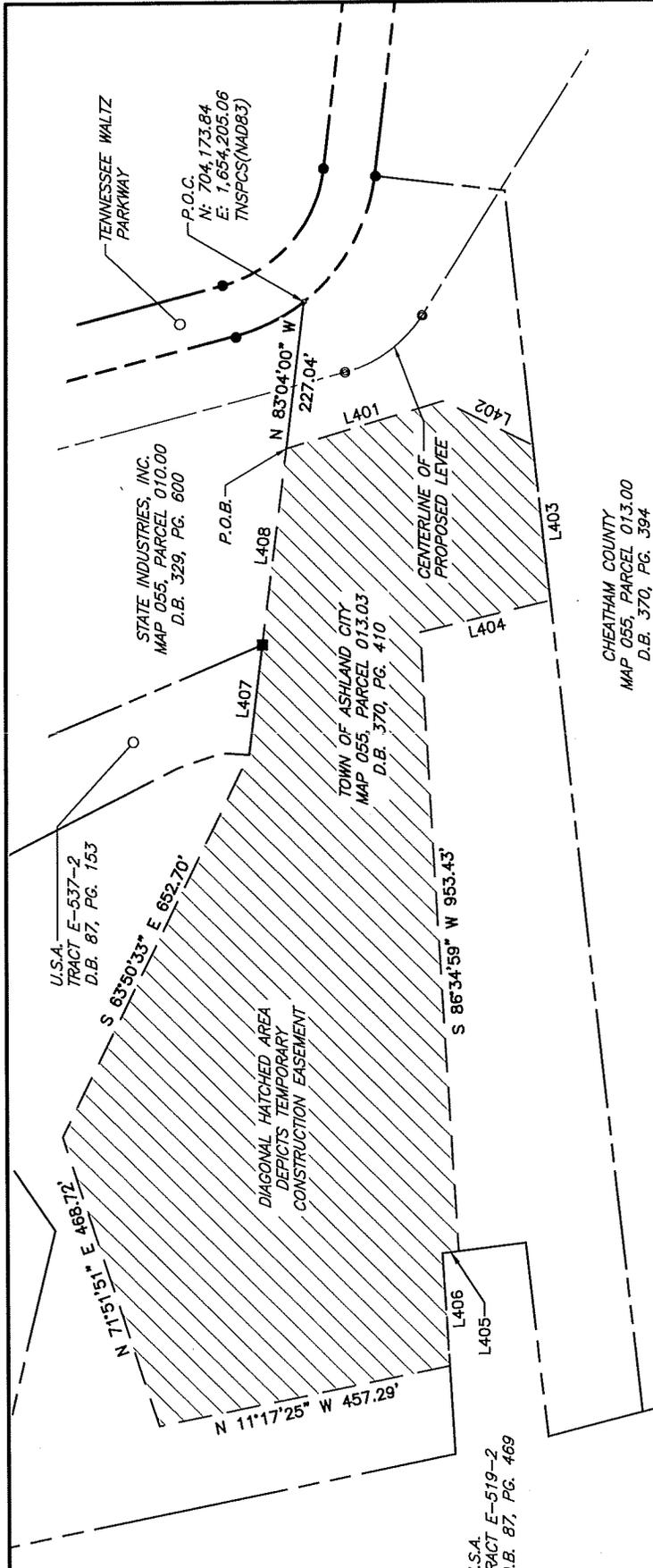
Exhibit 10

Drawing of the Town Property Temporary Construction Easement Area

See EXH-03B attached hereto



GRID  
NORTH  
TNSPCS (NAD83)



**GENERAL NOTES:**

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS OUTLINED BY T.C.A. 0820-03-07.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
3. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE.
4. PROPERTY LINES ARE SHOWN AS PER A SURVEY FOR A.O. SMITH, PERFORMED BY CEC AND DATED JUNE 23, 2017.

**Civil & Environmental Consultants, Inc.**  
 117 Seaboard Lane · Suite E-100 · Franklin, TN 37067  
 615-333-7797 · 800-768-2326  
 www.cecinc.com

TOWN OF ASHLAND CITY  
 A.O. SMITH LEVEE  
 1ST CIVIL DISTRICT  
 CHEATHAM COUNTY, TENNESSEE  
 EASEMENT EXHIBIT

**DRAFT**



LINE TABLE	
LINE #	DIRECTION LENGTH
L401	S 16°22'34" E 252.20'
L402	S 26°09'54" W 155.64'
L403	S 83°43'13" W 240.24'
L404	N 13°18'47" W 206.44'
L405	N 06°45'06" W 25.04'
L406	S 86°34'59" W 173.59'
L407	S 83°02'10" E 170.00'
L408	S 83°04'00" E 303.53'

DRAWN BY: KLU | CHECKED BY: KLU | APPROVED BY: [Signature] | DRAFT EXHIBIT: EXH-03B  
 DATE: AUGUST 21, 2019 | DWG SCALE: 1"=200' | PROJECT NO: 162-710

ITEM # 5.

Exhibit 11

Description of the Town Property Temporary Construction Easement Area

See Exhibit-03B (Temporary Construction) Easement Description attached hereto



**EXHIBIT-03B (TEMPORARY CONSTRUCTION) EASEMENT DESCRIPTION**

SITUATE IN THE FIRST CIVIL DISTRICT OF CHEATHAM COUNTY, TENNESSEE, BEING A PORTION OF THE TOWN OF ASHLAND CITY PROPERTY IDENTIFIED AS TAX MAP 55, PARCEL 13.03 BY THE ASSESSOR'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE AS OF RECORD IN DEED BOOK 370, PAGE 410 OF THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE (R.O.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED IN THE SOUTHERLY RIGHT OF WAY FOR TENNESSEE WALTZ PARKWAY, SAID PIN BEING REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) BY THE COORDINATE VALUES, NORTHING: 704,173.84 (FEET), EASTING: 1,654,205.06 (FEET):

THENCE, WITH THE COMMON BOUNDARY OF THE STATE INDUSTRIES PROPERTY AS OF RECORD IN DEED BOOK 329, PAGE 600 AND SAID TOWN OF ASHLAND CITY, N 83°04'00" W 227.04 FEET TO THE POINT OF BEGINNING;

THENCE WITH A LINE SEVERING SAID ASHLAND CITY, THE FOLLOWING 10 CALLS;

1. S 16°22'34" E 252.20 FEET TO A POINT;
2. S 26°09'54" W 155.64 FEET TO A POINT;
3. S 83°43'13" W 240.24 FEET TO A POINT;
4. N 13°18'47" W 206.44 FEET TO A POINT;
5. S 86°34'59" W 953.43 FEET TO A POINT;
6. N 06°45'06" W 25.04 FEET TO A POINT;
7. S 86°34'59" W 173.59 FEET TO A POINT;
8. N 11°17'25" W 457.29 FEET TO A POINT;
9. N 71°51'51" E 468.72 FEET TO A POINT;
10. S 63°50'33" E 652.70 FEET TO A POINT;

THENCE WITH SAID CHEATHAM COUNTY, U.S.A. TRACT E-537-2 AS OF RECORD IN DEED BOOK 87, PAGE 153 AND SAID STATE INDUSTRIES, S 83°02'10" E 170.00 FEET TO A POINT; AND S 83°04'00" E 303.53 FEET, TO THE POINT OF BEGINNING, CONTAINING IN ALL 643,530 SQUARE FEET OR 14.77 ACRES, MORE OR LESS.

Exhibit 12

Drawing of the Wastewater Treatment Property Levee Improvements Easement Area and  
Wastewater Treatment Property Temporary Construction Easement Area

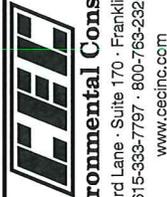
See EXH-01B and EXH-01C attached hereto



LINE TABLE		
LINE #	DIRECTION	LENGTH
L500	N 07°17'31" E	19.79'
L501	N 56°02'41" E	10.10'
L502	N 10°35'50" W	17.01'
L503	N 05°51'29" E	31.05'
L504	N 74°51'57" E	14.20'
L505	S 21°54'55" E	43.32'
L506	N 59°34'52" E	31.72'
L507	S 64°34'03" E	102.48'
L508	N 87°24'46" E	114.93'
L509	N 75°30'59" E	70.82'
L510	S 16°13'48" E	77.85'
L512	S 75°48'12" W	12.50'
L513	N 16°13'48" W	58.29'
L514	S 75°43'07" W	94.98'
L515	N 77°32'46" W	38.07'
L516	S 82°53'38" W	51.16'
L517	N 86°01'48" W	45.63'
L518	N 63°43'08" W	54.14'
L519	S 58°39'30" W	80.01'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L520	N 07°17'31" E	12.80'
L551	N 14°33'57" W	93.29'
L552	N 72°32'12" W	40.97'
L553	N 66°04'38" W	61.48'
L554	S 74°28'35" W	82.16'
L555	N 59°11'10" W	58.82'
L556	S 71°38'04" W	36.82'
L557	S 36°35'01" W	99.16'
L558	S 56°45'24" W	30.10'
L559	N 07°17'31" E	124.92'
L560	N 58°39'30" E	80.01'
L561	S 63°43'08" E	54.14'
L562	S 66°01'48" E	45.63'
L563	N 82°53'38" E	51.16'
L564	S 77°32'46" E	38.07'
L565	N 75°43'07" E	94.98'
L566	S 16°13'48" E	58.29'
L567	N 73°46'12" E	12.50'
L568	S 75°26'03" W	46.49'

DRAFT



**Civil & Environmental Consultants, Inc.**  
 325 Seaboard Lane · Suite 170 · Franklin, TN 37067  
 615-533-7797 · 800-763-2326  
[www.cecinc.com](http://www.cecinc.com)

TOWN OF ASHLAND CITY  
 A.O. SMITH LEVEE  
 1ST CIVIL DISTRICT  
 CHEATHAM COUNTY, TENNESSEE  
 EASEMENT EXHIBIT

DRAWN BY: KLU CHECKED BY: DRAFT APPROVED BY: DRAFT EXHIBIT:  
 DATE: NOVEMBER 21, 2018 DWG SCALE: N/A PROJECT NO: 162-710

**EXH-01C**



Exhibit 13

Description of the Wastewater Treatment Property Levee Improvements Easement Area

See Permanent Easement and Temporary Construction Easement For A  
Portion of Tax Map 055C Group E Parcel 6.00 attached hereto



## **Permanent Easement and Temporary Construction Easement For A Portion of Tax Map 055C Group E Parcel 6.00**

The following easements are situated in the First Civil District of Cheatham County, Tennessee, and being a portion of the Ashland City Property, as of record in Deed Book 91 Page 194, Register's Office for Cheatham County, Tennessee (R.O.C.C.T.), located east of Tennessee Waltz Parkway, South of State Route 49, and West of State Route 12, being more accurately described as follows:

### **PERMANENT EASEMENT**

BEGINNING in the westerly boundary of the Ashland City Property, as of record in Deed Book 91 Page 194, having (NAD83) Tennessee State Plane Coordinate values of North 707443.75 and East 1653878.98;

Thence, with the boundary of said Ashland City tract, the Mike Gibbs property as of record in Deed Book 29, Page 890, and the Cheatham County Rail Authority property as of record in Deed Book 256, Page 436, the following 20 calls;

1. North 7°17'31" East, 19.79 feet;
2. North 56°02'41" East, 10.10 feet;
3. North 19°35'50" West, 17.01 feet;
4. North 5°51'29" East, 31.05 feet;
5. North 74°51'57" East, 14.20 feet;
6. South 21°54'55" East, 43.32 feet;
7. North 59°34'52" East, 31.72 feet;
8. South 64°34'03" East, 102.49 feet;
9. North 87°24'46" East, 114.93 feet;
10. North 75°30'59" East, 70.82 feet;
11. South 16°13'48" East, 77.85 feet;
12. South 73°46'12" West, 12.50 feet;
13. North 16°13'48" West, 58.29 feet;
14. South 75°43'07" West, 94.98 feet;
15. North 77°32'46" West, 36.07 feet;
16. South 82°53'38" West, 51.16 feet;
17. North 66°01'48" West, 45.63 feet;
18. North 63°43'08" West, 54.14 feet;
19. South 58°39'30" West, 80.01 feet, and
20. North 7°17'31" East, 12.80 feet, to the Point of Beginning and containing 9,503 SF / 0.22 Acres, More or Less.

**TEMPORARY CONSTRUCTION EASEMENT**

COMMENCING in the westerly boundary of the Ashland City Property, as of record in Deed Book 91 Page 194, having (NAD83) Tennessee State Plane Coordinate values of North 707443.75 and East 1653878.98;

Thence, with the boundary of said Ashland City tract, South 07°17'31" West, 12.80 feet to the POINT OF BEGINNING, having (NAD83) Tennessee State Plane Coordinate values of North 707431.05 and East 1653877.35 ; thence with said Ashland City Property boundary and the Cheatham County Rail Authority property as of record in Deed Book 256, Page 436 the following 19 calls;

1. North 58°39'30" East, 80.01 feet;
2. South 63°43'08" East, 54.14 feet;
3. South 66°01'48" East, 45.63 feet;
4. North 82°53'38" East, 51.16 feet;
5. South 77°32'46" East, 36.07 feet;
6. North 75°43'07" East, 94.98 feet;
7. South 16°13'48" East, 58.29 feet;
8. North 73°46'12" East, 12.50 feet;
9. South 16°13'48" East, 113.35 feet;
10. South 75°26'03" West, 46.49 feet;
11. North 14°33'57" West, 93.29 feet;
12. North 72°32'12" West, 40.97 feet;
13. South 74°28'35" West, 82.16 feet;
14. North 66°04'38" West, 61.48 feet;
15. North 59°11'10" West, 58.82 feet;
16. South 71°38'04" West, 36.62 feet;
17. South 36°35'01" West, 99.16 feet;
18. South 56°45'24" West, 30.10 feet, and
19. North 7°17'31" East, 124.92 feet, to the Point of Beginning and containing 28,611 SF / 0.66 Acres, More or Less.

The foregoing descriptions are to be used in conjunction with an Exhibit Drawing, numbered: EXH-01B & EXH-01C, prepared by Civil & Environmental Consultants.

Exhibit 14

Drawing of Improvements to Wastewater Treatment Property

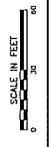
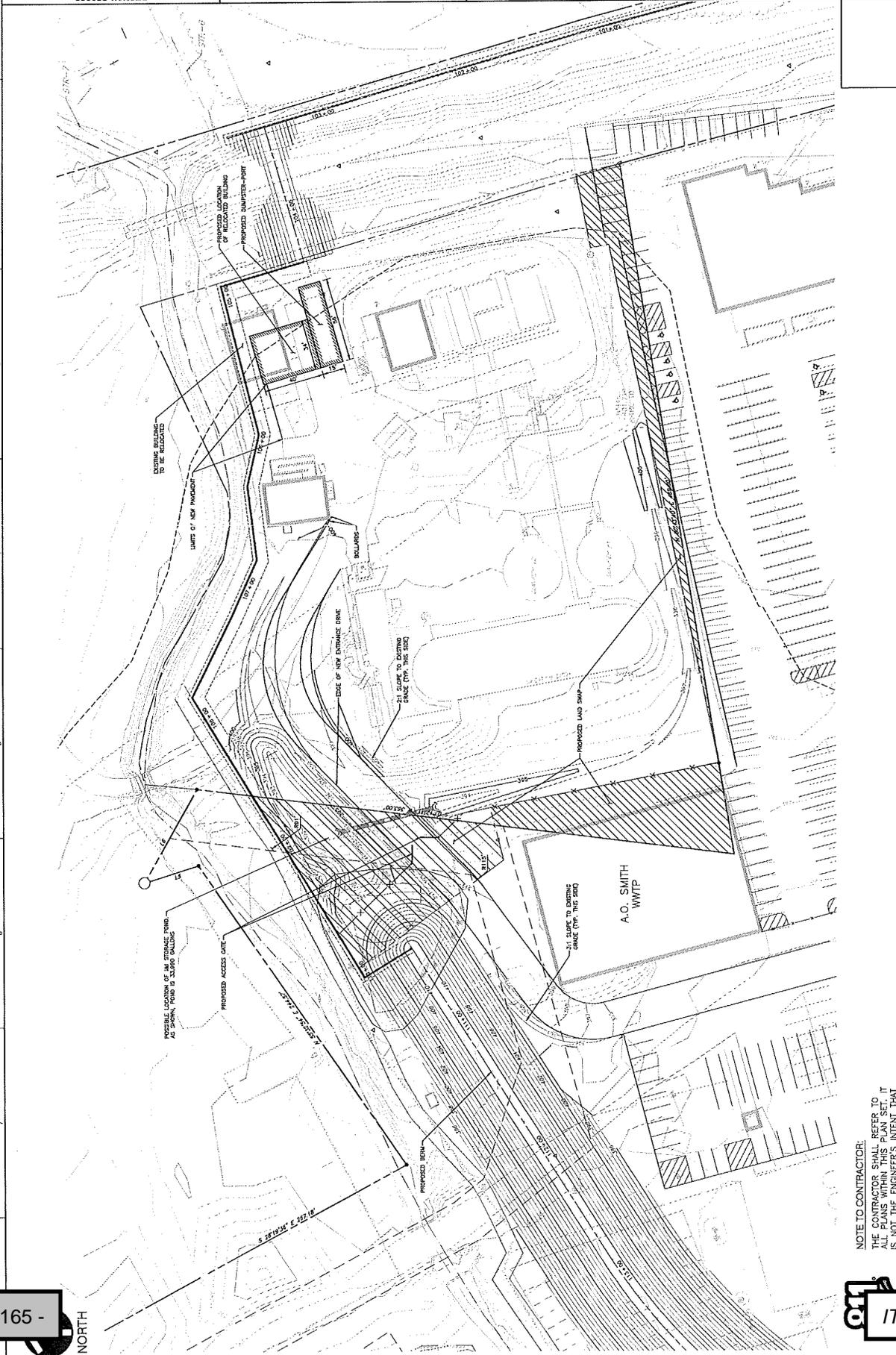
See WWTP-01 attached hereto

DATE	AUGUST 2017
DESIGNED BY	AS SHOWN
CHECKED BY	AS SHOWN
SCALE	AS SHOWN
PROJECT NO.	154-203
DRAWN BY	DMK

**A.O. SMITH  
 FLOOD CONTROL PROJECT  
 500 TENNESSEE WALTZ PARKWAY  
 ASHLAND CITY  
 CHEATHAM COUNTY, TN**

**Civil & Environmental Consultants, Inc.**  
 325 Seaboard Lane - Suite 170 - Franklin, TN 37067  
 615-393-7787 - 800-763-2228  
 WWW.CECI.COM

NO.	DATE	DESCRIPTION
1	07/27/17	CHECK SHEET
2	08/01/17	REVISION RECORD



**NOTE TO CONTRACTOR:**  
 THE CONTRACTOR SHALL REFER TO ALL PLANS WITHIN THIS PLAN SET. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL INFORMATION SHOWN ON ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT THE WORK ASSOCIATED WITH THIS PROJECT.

**ITEM # 5.**



Exhibit 15

Drawing of the Wastewater Treatment Property Access Easement Area

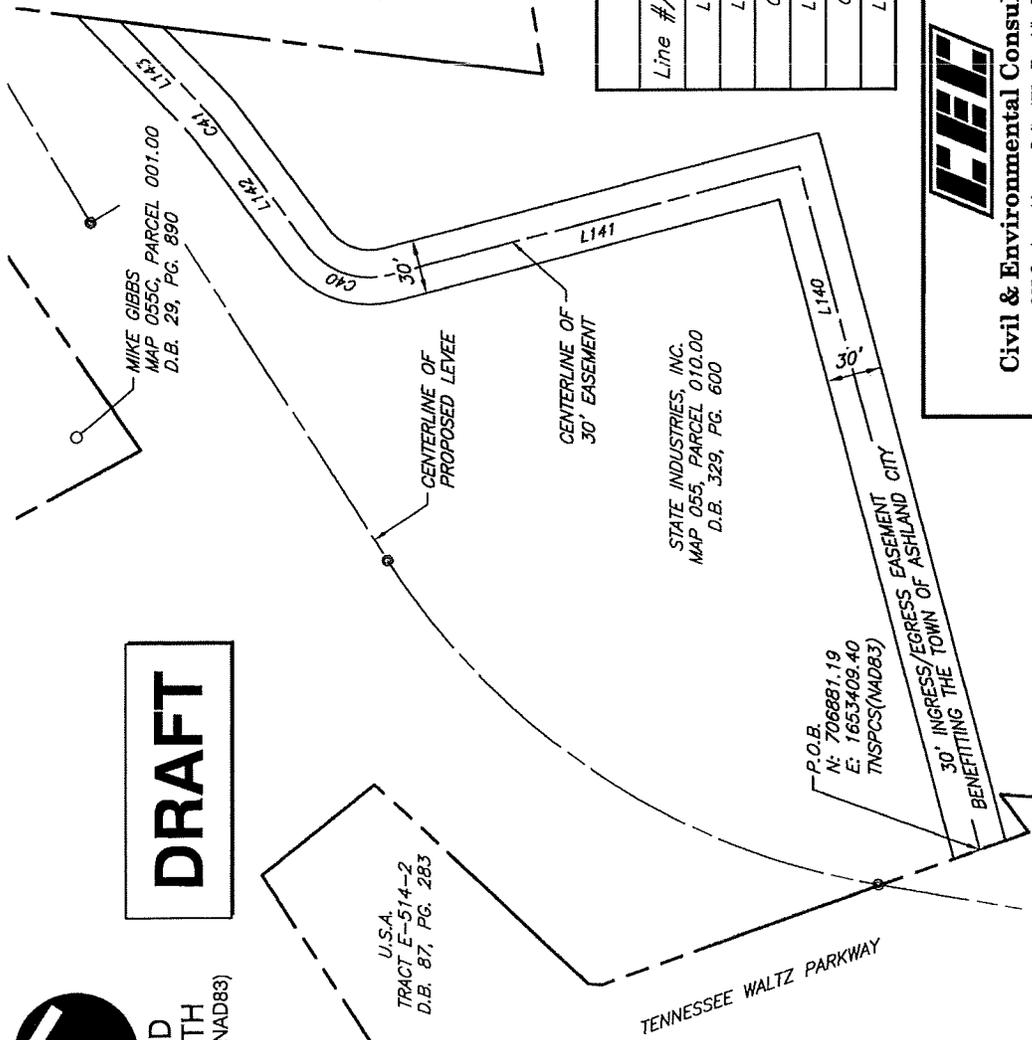
See EXH-07 attached hereto



**GRID NORTH**  
TNSPCS (NAD83)

**DRAFT**

U.S.A.  
TRACT E-514-2  
D.B. 87, PG. 283



**GENERAL NOTES:**

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS OUTLINED BY T.C.A. 0820-03-.07.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
3. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE.
4. PROPERTY LINES ARE SHOWN AS PER A SURVEY FOR A.O. SMITH, PERFORMED BY CEC AND DATED JUNE 23, 2017.

ASHLAND CITY PROPERTY  
MAP 055, PARCEL 006.00  
D.B. 91, PG. 194

STATE INDUSTRIES, INC.  
MAP 055, PARCEL 010.00  
D.B. 329, PG. 600

MIKE GIBBS  
MAP 055C, PARCEL 001.00  
D.B. 29, PG. 890

STATE INDUSTRIES, INC.  
MAP 055, PARCEL 010.00  
D.B. 329, PG. 600

R.O.B.  
N: 706881.19  
E: 1653409.40  
TNSPCS(NAD83)

30' INGRESS/EGRESS EASEMENT  
BENEFITTING THE TOWN OF ASHLAND CITY

Line & Curve Table			
Line #/Curve #	Bearing/Chord Brg.	Distance/Chord Length	Radius
L140	N 75-19-05 E	389.76	
L141	N 14-40-55 W	233.05	
C40	N 19-30-51 E	47.21	42.00
L142	N 53-42-37 E	81.44	
C41	N 49-54-23 E	13.67	103.00
L143	N 46-06-09 E	66.84	



**Civil & Environmental Consultants, Inc.**  
325 Seaboard Lane · Suite 170 · Franklin, TN 37067  
615-938-7797 · 800-769-2926  
www.cecinc.com

TOWN OF ASHLAND CITY  
A.O. SMITH LEVEE  
1ST CIVIL DISTRICT  
CHEATHAM COUNTY, TENNESSEE



DRAWN BY:

GSO CHECKED BY:

DRAFT APPROVED BY:

DRAFT EXHIBIT:

DATE:

AUGUST 8, 2017 DWG SCALE:

1"=80' PROJECT NO:

162-710

**EXH-07**

EASEMENT EXHIBIT

Exhibit 16

Description of the Wastewater Treatment Property Access Easement Area

See Exhibit-07 30' Ingress/Egress Easement attached hereto





**EXHIBIT-07 30' INGRESS/EGRESS EASEMENT**

SITUATE IN THE FIRST CIVIL DISTRICT OF CHEATHAM COUNTY, TENNESSEE, BEING A PORTION OF THE STATE INDUSTRIES, INC. PROPERTY IDENTIFIED AS TAX MAP 55 PACEL 10.00 BY THE ASSESSOR'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE AS OF RECORD IN DEED BOOK 97, PAGE 379 OF THE REGISTER'S OFFICE FOR CHEATHAM COUNTY, TENNESSEE (R.O.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY RIGHT-OF-WAY OF TENNESSEE WALTZ PARKWAY AND IN THE WESTERLY LINE OF SAID STATE INDUSTRIES, INC. SAID POINT BEING REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) BY THE COORDINATE VALUES, NORTHING: 706,881.19 (FEET), EASTING: 1,653,409.40 (FEET);

THENCE WITH THE CENTERLINE OF A 30' INGRESS/EGRESS EASEMENT BENEFITTING THE TOWN OF ASHLAND CITY PROPERTY, DEED BOOK 91, PAGE 194 (R.O.C.C.T.), THE FOLLOWING SIX CALLS:

1. N 75°19'05" E 389.76 FEET TO A POINT;
2. N 14°40'55" W 233.05 FEET TO A POINT;
3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET, A CHORD BEARING N 19°30'51" E, AND CHORD DISTANCE OF 47.21 FEET TO A POINT;
4. N 53°42'37" E 81.44 FEET TO A POINT;
5. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 103.00 FEET, A CHORD BEARING N 49°54'23" E, AND CHORD DISTANCE OF 13.67 FEET TO A POINT;
6. N 46°06'09" E 66.84 FEET TO A POINT IN THE WESTERLY LINE OF SAID ASHLAND CITY PROPERTY, CONTAINING IN ALL 25,047 SQUARE FEET OR 0.575 ACRES, MORE OR LESS.

Exhibit 17

Drawing of New Gate House Location

See GS-01 attached hereto

NO.	DATE	REVISION

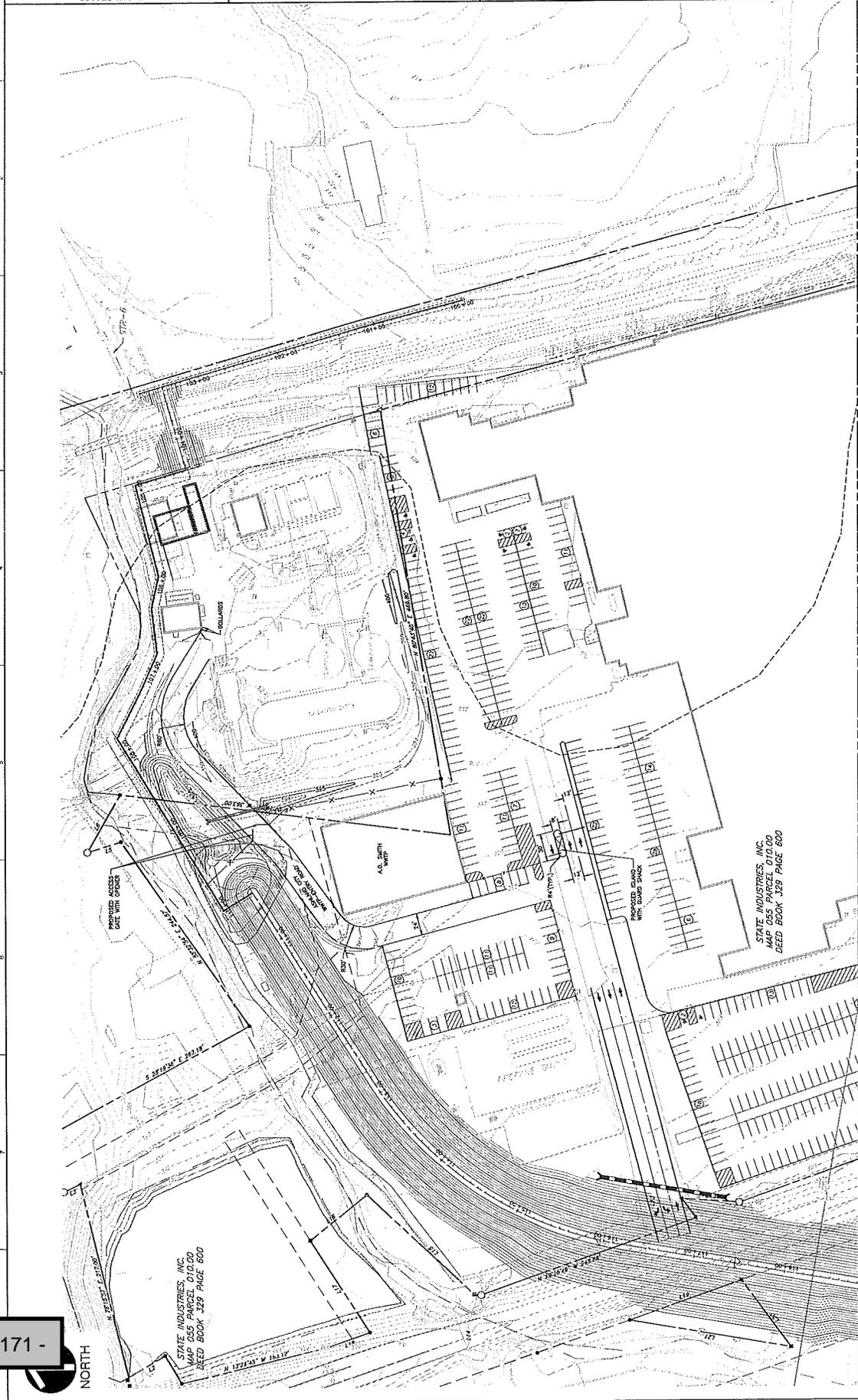
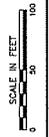
**CHE**  
 Civil & Environmental Consultants, Inc.  
 325 Seaboard Lane - Suite 170 - Franklin, TN 37067  
 615-333-7797 - 800-763-2326  
 WWW.CHE.COM

**A.O. SMITH**  
 FLOOD CONTROL PROJECT  
 500 TENNESSEE WALTZ PARKWAY  
 ASHLAND CITY  
 CHEATHAM COUNTY, TN

**A.O. SMITH**  
 GUARD SHACK EXHIBIT  
 AUGUST 2017  
 AS SHOWN  
 DATE  
 SCALE  
 PROJECT NO.  
 DRAWING NO.  
 DRAFT  
 154-203  
 JMS  
 TMS

**GS-01**  
 OF  
 SHEET

**DRAFT**



MATCH LINE C-202

**NOTE TO CONTRACTOR:**  
 THE CONTRACTOR SHALL REFER TO THE ORIGINAL SET OF DRAWINGS FOR ALL INFORMATION. THIS SET IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT THE PROJECT. THE CONTRACTOR SHALL VERIFY ALL INFORMATION ASSOCIATED WITH THIS PROJECT.



# TOWN OF ASHLAND CITY

## Staff Report

### GENERAL INFORMATION

<b>ITEM TITLE:</b>	TDOT Agreement: Tennessee Waltz Parkway	<input type="checkbox"/> Discussion Only
<b>MEETING DATE(S):</b>	November 5, 2019                      N/A Workshop	<input checked="" type="checkbox"/> Action Needed:
<b>DEPARTMENT:</b>	Finance	<input checked="" type="checkbox"/> Roll Call
<b>SUBMITTER:</b>	Kellie Reed, City Recorder	<input type="checkbox"/> Voice Vote

<b>ITEM SUMMARY:</b>	Agreement for the City to take ownership of the portion of Tennessee Waltz Parkway for the berm project.
<b>BUDGET IMPACT:</b>	No current impact.

### City Attorney's Recommendation

See attached letter.





**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**REGION 3 PROJECT DEVELOPMENT**  
6601 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37243-1016  
(615) 350-4250

**CLAY BRIGHT**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

**MEMORANDUM**

**TO:** Mr. David Layhew, Region 3 Director ([David.Layhew@tn.gov](mailto:David.Layhew@tn.gov))  
Mr. Shane Hester, Region 3 Director of Project Development ([Shane.Hester@tn.gov](mailto:Shane.Hester@tn.gov))  
Traffic Operations Division ([TDOT.SignalsLighting@tn.gov](mailto:TDOT.SignalsLighting@tn.gov))  
Pavement Design Office ([TDOT.PavementDesign@tn.gov](mailto:TDOT.PavementDesign@tn.gov))  
Quality Assurance Office ([TDOT.QualityAssurance@tn.gov](mailto:TDOT.QualityAssurance@tn.gov))  
Structures Division ([TDOT.Structures@tn.gov](mailto:TDOT.Structures@tn.gov))  
HQ Right-of-Way & Utility Office ([TDOT.HQ.ROW@tn.gov](mailto:TDOT.HQ.ROW@tn.gov))  
Region 3 Right-of-Way Office ([TDOT.RG3.ROW@tn.gov](mailto:TDOT.RG3.ROW@tn.gov))  
Region 3 Utilities Office ([TDOT.R3.Util@tn.gov](mailto:TDOT.R3.Util@tn.gov))  
Geotechnical Engineering Section ([TDOT.Geotech@tn.gov](mailto:TDOT.Geotech@tn.gov))  
HQ Construction Office ([TDOT.HQ.Construction@tn.gov](mailto:TDOT.HQ.Construction@tn.gov))  
Mr. Shay Deason, Region 3 Operations Engineer ([Shay.Deason@tn.gov](mailto:Shay.Deason@tn.gov))  
Mr. Derek Pryor, Region 3 District 39 Engineer ([Derek.Pryor@tn.gov](mailto:Derek.Pryor@tn.gov))  
Mr. Jay Wheeler, Region 3 District 39 Manager ([jay.wheeler@tn.gov](mailto:jay.wheeler@tn.gov))  
Environmental Division ([TDOT.Env.NEPA@tn.gov](mailto:TDOT.Env.NEPA@tn.gov); [TDOT.Env.AirNoise@tn.gov](mailto:TDOT.Env.AirNoise@tn.gov);  
[TDOT.Env.HazmatOffice@tn.gov](mailto:TDOT.Env.HazmatOffice@tn.gov); [TDOT.Env.Permits@tn.gov](mailto:TDOT.Env.Permits@tn.gov); [TDOT.Env.Archaeology@tn.gov](mailto:TDOT.Env.Archaeology@tn.gov);  
[TDOT.Env.Ecology@tn.gov](mailto:TDOT.Env.Ecology@tn.gov); [TDOT.Env.Historic@tn.gov](mailto:TDOT.Env.Historic@tn.gov))  
Region 3 PD Environmental Technical Group ([R3.EnvTechOffice@tn.gov](mailto:R3.EnvTechOffice@tn.gov))  
HQ Maintenance Office ([TDOT.HQ.Maintenance@tn.gov](mailto:TDOT.HQ.Maintenance@tn.gov))  
Region 3 Maintenance Office ([TDOT.RG3.Maintenance@tn.gov](mailto:TDOT.RG3.Maintenance@tn.gov))  
Mr. Webb Rizor, Region 3 Safety Coordinator ([Webb.Rizor@tn.gov](mailto:Webb.Rizor@tn.gov))  
Mr. Zane Pannell, Region 3 Traffic Office ([Zane.Pannell@tn.gov](mailto:Zane.Pannell@tn.gov))  
Program Development & Scheduling Office ([TDOT.PDSO@tn.gov](mailto:TDOT.PDSO@tn.gov))  
Ms. Kathryn Schulte, Region 3 Community Relations Office (Notice Only)  
([Kathryn.Schulte@tn.gov](mailto:Kathryn.Schulte@tn.gov))  
Mr. Mike Agnew, Neel-Schaffer, Inc. ([Michael.agnew@neel-schaffer.com](mailto:Michael.agnew@neel-schaffer.com))  
Mr. Jeff Shaver, CEC, Inc. ([jshaver@cecinc.com](mailto:jshaver@cecinc.com))  
Mr. Keith Auville, AO Smith, Inc. ([kauville@hotwater.com](mailto:kauville@hotwater.com))  
Mr. Mike Head, AO Smith, Inc. ([mhead@hotwater.com](mailto:mhead@hotwater.com))  
The Honorable Steve Allen, Mayor, City of Ashland City (Half Size)  
The Honorable Kerry McCarver, Mayor, Cheatham County (Half Size)  
Mr. Clint Biggers, Ashland City Water and Sewer (Half Size)  
Mr. Kim Bean, AT&T (Half Size)  
Mr. Mark Cook, CEMC (Half Size)

**FROM:** Jon Zirkle, C. E. Manager 2  
TDOT Region 3 Project Development

**DATE:** November 5, 2019

**SUBJECT:** **Construction Field Review**  
Project No. 11049-3202-04  
PE # 11049-1202-04  
PIN 122660.00  
SR-455 From 1500' South of SR-49 to SR-49  
Cheatham County

Arrangements have been made regarding a Constructability Review for this project. Persons desiring to attend, please meet at the TDOT Region 3 Office Building, 2<sup>nd</sup> Floor Design Conference Room, 6601 Centennial Boulevard, Nashville, TN, 37243, **at 9:00 a.m. on Tuesday, December 3, 2019.**

Plans are available on FileNet under the filename: **122660-00-ConstructionFieldReview.pdf** on November 5, 2019. For those continuing to receive paper prints, plans are enclosed.

SMH: jkz

Enclosure

cc: TDOT HQ Design

File





**ORDINANCE #**

**AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR.**

**WHEREAS**, the Mayor and Council appropriate \$3,000 for the Court Department’s consultant services line item; and

**WHEREAS**, the Mayor and Council appropriate \$6,700 for the Police Department’s reimbursement of fees incurred for staffing during filming of the Lien on Me movie; and

**WHEREAS**, the Mayor and Council appropriate \$22,500 for the engineering fees for the City Hall building project; and

**WHEREAS**, the Mayor and Council appropriate \$19,000 for the engineering fees for the Fire Hall building project; and

**WHEREAS**, the Mayor and Council appropriate \$870,000 for the Water and Sewer Fund’s Water Tank and Smoke Testing projects; and

**WHEREAS**, the Mayor and Council appropriate \$75,000 for the acquisition of property for the Sewer Treatment Plant site.

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

**SECTION 1.** A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<i>Beginning Budget</i>	<i>Ending Budget</i>
Court Department	\$270,050.00	\$273,050.00
Recorder Office and General Government	\$723,250.00	\$745,750.00
Police Department	\$1,636,475.00	\$1,643,175.00
Fire Department	\$1,709,950.00	\$1,728,950.00
<i>Water Fund</i>		
Water and Sewer	\$2,588,640.00	\$3,533,640.00

1<sup>st</sup> reading 10-8-19  
Public Hearing 11-12-19  
2<sup>nd</sup> reading \_\_\_\_\_

---

Mayor Steve Allen

---

City Recorder Kellie Reed, CMFO, CMC

“Renewal Terms”

The Mowing Agreement signed and approved by the Town of Ashland City 2-13-18 and by Leslie Stewart on 2-7-18 states in Article 1 the agreement shall be in effect from April 2018 to December 2019 and may be extended for two additional one-year periods as “Renewal Terms” by mutually written consent of both parties. This signed document confirms both parties wish to renew the mowing agreement for the 2020 mowing season and this agreement will be in effect from the date signed until December 2020.

\_\_\_\_\_  
MAYOR STEVE ALLEN  
Town of Ashland City

\_\_\_\_\_  
OWNER LESLIE STEWART  
DBA LCJW Lawn Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Good morning Scott. I had a chance to work out some numbers based on your request. Below you will find the pricing for each of the show types and times you asked for. The only difference in each show is the 8" shells. The 8" shells are only used to add an extra layer of height to the show. They do not add or take away time from the show. Let me know if you have any other questions. I will be out of the office the rest of the day with my mom at the hospital. If you have any questions you can also contact Jimmy Huddleston.

15 minute without 8" shells - \$13,000

15 minute with 8" shells - \$14,000

20 minute without 8" shells - \$15,000

20 minute with 8" shells - \$16,000

Thank you,

---

**Travis Forsyth**  
**PYRO SHOWS, Inc.**

**AMENDMENT TO LICENSE AGREEMENT  
For  
ASHLAND CITY RECREATION TRAIL**

This Amendment is made and entered into this 1st day of October 2019, by and between R. J. CORMAN RAILROAD COMPANY/NASHVILLE AND WESTERN RAILROAD LINE, the ("Railroad"), and ASHLAND CITY, TENNESSEE, ("the City").

**RECITALS:**

WHEREAS, The Railroad and the City are parties to a certain License Agreement for Ashland City Recreation Trail NWR RE 2017-1 ("the Agreement) dated January 1, 2017.

WHEREAS, the Railroad and the City mutually desire to amend the License Agreement for Ashland City Trail as setout below:

Section 8. Insurance The City shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by The City under this Agreement and naming Railroad as an additional insured. A coverage limit of not less than SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is required and THREE MILLION DOLLARS (\$3,000,000.) is recommended as a prudent limit to protect The City's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad prior to cancellation or modification of any policy. Any contractor doing work within the demised area shall have such work approved by the Railroad before such work begins, and shall carry General Liability Insurance coverage, in adequate limits, as determined by the Railroad.

In all other respects, the terms of the original Agreement remain in effect. No changes or deviation from the Agreement may be made except in conformity with one or more Amendment(s) executed prior to all such changes or deviations.

This Amendment is hereby made a part of the License Agreement for Ashland City Recreation Trail and supersedes any contrary provisions contained therein; and the terms of this Amendment shall be controlling.

IN WITNESS WHEREOF, we have executed this Amendment Agreement to the Agreement on the day and year first shown above.

**RAILROAD:**

R. J. CORMAN RAILROAD COMPANY/  
NASHVILLE & WESTERN RAILROAD  
LINE

BY: \_\_\_\_\_

PRINT: Deborah J. Hawley

TITLE: Director – Real Estate & Contracts

**THE CITY:**

ASHLAND CITY, TENNESSEE

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Lower Mississippi-Gulf Water Science Center  
640 Grassmere Park, Suite 100  
Nashville, TN 37211

October 25, 2019

Ms. Kellie Reed  
Town of Ashland City  
101 Court Street  
Ashland City, TN 37015

Dear Ms. Reed:

Enclosed are two signed originals of our standard joint-funding agreement between the U.S. Geological Survey and the Town of Ashland City, during the period November 1, 2019 through September 30, 2020 in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$2,841 for a combined total of \$6,341. Please sign and return one fully-executed original to Markeshia Watson, Administrative Specialist at **3535 S Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816**.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **November 1, 2019**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Shannon Williams by phone number (615) 837-4755 or email [swilliam@usgs.gov](mailto:swilliam@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Markeshia Watson at phone number (225) 298-5481 Ext 3106 or email at [mwatson@usgs.gov](mailto:mwatson@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

W. Scott Gain  
Director, LMG Water Science Center

Enclosure  
20MLJFATNDA085 (2)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600002544  
Agreement #: 20MLJFATNDA085  
Project #: ML00925  
TIN #: 62-6000239

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the November 1, 2019, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$2,841 by the party of the first part during the period November 1, 2019 to September 30, 2020
- (b) \$3,500 by the party of the second part during the period November 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600002544  
Agreement #: 20MLJFATNDA085  
Project #: ML00925  
TIN #: 62-6000239

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Shannon Williams  
Hydrologist  
Address: 640 Grassmere Park  
Nashville, TN 37211  
Telephone: (615) 837-4755  
Fax: (615) 837-4799  
Email: swilliam@usgs.gov

**Customer Technical Point of Contact**

Name: Kellie Reed  
Address: 101 Court Street  
PO Box 36  
Ashland City, TN 37015  
Telephone: (615) 792-4211  
Fax:  
Email:

**USGS Billing Point of Contact**

Name: Markeshia Watson  
Administrative Specialist  
Address: 3535 South Sherwood Forest Blvd.  
Suite 120  
Baton Rouge, LA 70816  
Telephone: (225) 298-5481 Ext 3106  
Fax: (225) 298-5490  
Email: mwatson@usgs.gov

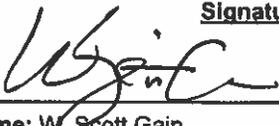
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Telephone: (615) 792-4211  
Fax:  
Email:

U.S. Geological Survey  
United States  
Department of Interior

Town of Ashland City

Signature

By  Date: 10/25/2019  
Name: W. Scott Gain  
Title: Director, LMG Water Science Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



Town of Ashland City  
Attachment for 20MLJFATNDA085  
11/1/2019 to 9/30/2020

SURFACE WATER								
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
03431790	CUMBERLAND RIVER AT ASHLAND CITY, TN Full Range Streamflow Station	QCONT	0.5	1	\$2,841	\$3,500		
<b>SW Total:</b>								<b>\$6,341</b>
<b>SW Grand Total:</b>					<b>\$2,841</b>	<b>\$3,500</b>		<b>\$6,341</b>

SUMMARY FOR 20MLJFATNDA085				
Town of Ashland City				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)	\$2,841	\$3,500		\$6,341
<b>GRAND TOTAL</b>	<b>\$2,841</b>	<b>\$3,500</b>		<b>\$6,341</b>

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600002544  
Agreement #: 20MLIFATNDA085  
Project #: ML00925  
TIN #: 62-6000239

Fixed Cost Agreement YES[ X ] NO[ ]

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U.S. Department of the Interior  
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U.S. Geological Survey  
United States  
Department of Interior

Town of Ashland City

Signature

By  Date: 10/25/2019  
Name: W. Scott Gain  
Title: Director, LMG Water Science Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Town of Ashland City  
Attachment for 20MLJFATNDA085  
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**SUMMARY FOR 20MLJFATNDA085**

Town of Ashland City

TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
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<b>GRAND TOTAL</b>	<b>\$2,841</b>	<b>\$3,500</b>		<b>\$6,341</b>

Presented  
To

**Ashland City,  
Tennessee**

**A Proposal  
For  
A  
Classification & Compensation  
Study**

Submitted by:  
**Organizational Management Group©**  
4110 Beverly Place  
Knoxville, Tennessee 37918  
(865) 363-6366  
[lgrussellomg@gmail.com](mailto:lgrussellomg@gmail.com)

Protected Intellectual Information©

**Introduction**

The Organizational Management Group was formally established October 1, 2000. Since being established, the Organizational Management Group has performed many services for public and private sector organizations. These services include, but are not limited to: human resource consulting, development of classification and compensation plans, fringe benefit analysis, strategic planning, organizational assessment and innovation, risk management analysis, surveys and statistical analysis, property management consultation and the development of employee selection and performance evaluation processes. OMG also provides customized management training programs on-site for clients upon request. The Organizational Management Group utilizes a team approach by calling upon associates who possess a variety of knowledge, skills and abilities to produce a customized product that specifically meets the needs of the organization. The individuals utilized for this proposal possess extensive experience in all aspects of human resource administration. The representative authorized to negotiate services and cost for the Organizational Management Group is Larry Russell, President.

Larry Russell, President  
Organizational Management Group

## 1.1 Principal Consultant

Larry Russell will be the Lead Consultant assigned to this Classification & Compensation project. Mr. Russell holds a B.A. Degree in Political Science and a Masters Degree in Public Administration (specialization in Wage and Hour Administration) from the University of Tennessee. He has more than thirty-five years of experience in all facets of Personnel Administration in both the public and private sectors. He was the first Personnel Director for Ruby Tuesday restaurants and served in that capacity for four years. During his tenure as Personnel Administrator for Knoxville's Community Development Corporation (formerly Knoxville Housing Authority), he conducted numerous class/comp studies and developed a national award winning *Pay for Performance* employee evaluation system. He also served as the Public Housing Program Administrator for KCDC for six years and Program Administrator for Asset Management (multi-family assisted housing) for two years, during which time KCDC received the "High Performer" designation from HUD. During his tenure as public housing administrator, he developed a site based evaluation program which received national recognition for innovative administrative practices from NAHRO. During his tenure as Program Administrator for Asset Management Mr. Russell successfully completed two major neighborhood revitalization projects utilizing a variety of funding sources including tax credits, HOME funds, etc. Mr. Russell served as an adjunct faculty member for Tusculum College where he taught Introduction to Management, Personnel Administration and Organizational Behavior and Performance. He also conducts local and regional seminars for the University of Tennessee County Technical Advisory Service (CTAS).

## 1.2 Approach utilized for Classification & Compensation

## **A. Introduction**

In preparation for the Classification and Compensation Study, the Organizational Management Group reviewed the available literature and numerous methodologies available in the field of public administration. The methodology selected for this project reflects the most proven methods and procedures used in the field. With slight variations, the methodology has been used at all levels for both public and private sector organizations for several years and is considered “State of the Art.” Our approach will use job content validity methodology with the required documentation needed to satisfy EEOC guidelines as outlined in Chapter XIV, EEOC, 29 CFR 1607 and amendments. During the initial planning stages of the study, the work will be broken down into two portions - position classification/job analysis and compensation survey and analysis. We will establish a realistic timetable in consultation with administrative staff and a discussion of the scope of human resource related activities desired by Ashland City government.

## **B. Position Classification/Job Analysis Study - Phase I**

The position classification/job analysis study is the first and most important part of the overall review and update to the human resource function. Phase I of the study will include the allocation of positions to standard classifications and the development of new position (job) descriptions. The primary purpose of a classification system is to develop a method of objectively evaluating jobs. It is designed to ensure that jobs are equitably and comprehensively ranked in relation to one another (internal equity) based on the duties and responsibilities required of the job. A further purpose is to provide a credible and objective system that employees can readily understand and responsible staff can easily apply and maintain.

### **1. Job Evaluation Plan and Process**

Factor ranking has been selected as the evaluation tool to establish proper internal pay relationships within the organizational structure. Factor ranking is essentially a process of ranking or comparing jobs on a number of evaluation factors. We will derive the factors to be used from a detailed job analysis that will include:

- review of current job descriptions for each classification in the current plan;
- the completion of a position description questionnaire by all employees;
- interviews with employees to determine the duties and responsibilities inherent in their position;
- critical incident interviews with supervisory staff to determine the most important aspects of the job, knowledge and skills required to adequately perform the job and reasons for terminating employees who have failed to adequately perform the job in the past.

We will evaluate each job in relation to other jobs in the compensation plan. This task is accomplished by reviewing the job in terms of each evaluation factor and comparing it with other

jobs for each factor-ranking level. Once the proper evaluation level is selected for the job, we note and record the weighted point score for that level. After we have assigned the job a point score for each factor, a total point score is calculated by adding the relevant factor scores. This total score determines the value of the job in relation to all others. These factors are selected as measures of different and significant aspects of jobs, but also are applicable to all of the jobs studied. The factors are derived from an analysis of job content. As a group, the factors are designed to embody all the important characteristics of an individual job and identify its total scope and character. Positions will be compared with respect to the following factors: Knowledge and Skills required in the position; Impact and Accountability found in the position; Working Relationships required for successful job performance; and Working Conditions encountered on the job. Comprehensive definitions are as follows:

### **Knowledge and Skills (Weight 35%)**

The factor of knowledge and skills measures the level of knowledge and skills required for satisfactory performance of the duties associated with the position. Knowledge and skills reflect the cumulative amount of formal and informal education, training and experience acquired within or outside the organization. Knowledge is the range of information or understanding of a subject or variety of subjects necessary to the function. In addition to the measurable amount of knowledge, consideration is given to the various types required and the extent of detailed understanding necessary for a particular subject.

Skills to be considered are those needed to apply required knowledge, or developed abilities to the functions of the position. The types of skills that might be required include:

- The ability to define problems precisely or to identify and combine relevant facts objectively and in perspective;
- The ability to produce new concepts, methods or programs through imaginative and innovative techniques;
- The ability to project concepts and facts and to define the steps necessary to reach objectives;
- Communication skills; and
- Leadership, ability to be persuasive and human relations skills necessary to supervise other employees and to maintain working relationships with others.

In rating positions on this factor, consideration is given to the complexity and difficulty of the demands on the position and the types of skills and knowledge required to achieve objectives, not just to selected credentials (for example, degree, license, etc.) that are required for initial entry to the position.



### **Impact and Accountability (Weight 40%)**

The factor of impact and accountability measures:

- The scope of the job in terms of the relative frequency, complexity and variety of matters on which decisions are required;
- The extent of the job's decision-making latitude or authority to act independently, within limitations of supervision and policy and the effect of possible errors in judgment;
- The opportunity that the responsibilities of the position give to the incumbent to affect or influence results - directly or indirectly - through decisions and actions involving such matters as controlling or reducing costs; preventing injury to fellow employees or non-employees and damage to tools, equipment and materials; protecting, conserving and increasing physical assets and financial resources; and developing and implementing programs, policies and plans necessary to achieve organizational, departmental or unit objectives; and
- The character and extent of guidance - the form of policies, practices and procedures or actual supervision that govern the performance of the work versus the amount of independent action, exercise of judgment, decision-making or planning the job requires without recourse to supervision.

In evaluating the position's responsibility, consideration is given to its direct influence on results. Consideration is also given to the indirect influence that a position can have on results, such as the development of programs or initiation of ideas that will be carried out by others.

### **Working Relationships (Weight 20%)**

The factor of working relationships measures the requirements to meet and deal with others effectively, as indicated by the character, scope and importance of relationships that are necessary for satisfactory performance of the duties associated with the position.

In measuring the working relationships factor, consideration is given to:

- The type and frequency of required contacts with others - that is, whether the matters involved are complex or controversial, or whether considerable tact, diplomacy and persuasiveness are necessary to motivate and influence the thoughts and actions of others;
- The scope of the relationships - that is, whether they are confined within a unit, extend to other units, remain within the organization or extend outside the organization to the general public; and

- The importance of establishing contacts and maintaining effective relationships.

The application of this factor excludes consideration of routine relationships with the incumbent's direct supervisory and subordinate chain of command.

**Working Conditions (Weight 5%)**

The factor of working conditions evaluates conditions and hazards associated with the job as well as its physical demands. Consideration is given to the surroundings or physical conditions under which the job must be performed and the extent to which those conditions make the job disagreeable. Consideration is also given to the probability and severity of injuries to which the employee is exposed, assuming that he/she is exercising reasonable care in observing safety regulations and utilizing required safety equipment.

**2. Allocating the Job to a Skill Level**

The proper skill level for a job is selected after the total weighted point score has been calculated for all factors. The level is determined by comparing the total score of the job with the point score ranges that we have established for each level in the salary structure. The proper distribution of points ensures that classifications of comparable value in the plan are included in the same grade. We design the spread of point values to include jobs of essentially equivalent overall value and to separate jobs of significantly different value. Below is a typical table of point ranges:

<u>Skill Level</u>	<u>Point Range</u>	
	<u>Minimum</u>	<u>Maximum</u>
16	761	-
15	708	760
14	615	707
13	535	614
12	466	534
11	405	465
10	352	404
9	306	351
8	266	305
7	231	265
6	201	230
5	175	200
4	152	174
3	132	151
2	115	131
1	100	114

Note: Point ranges are determined using a progression factor of 1.15 (that is, 1.15 = 115, 115 X 1.15 = 132). The number of skill levels is dependent upon the size and complexity of the organization.

A factor ranking guide will be supplied to Ashland City government for future use at the conclusion

of the Classification/Compensation Study.

### 3. Position Descriptions

We will develop job descriptions for each classification according to the following criteria:

- a. Class Title is a brief and descriptive designation of the type of work performed.
- b. Nature of Work is a general description of the work with emphasis on those basic factors that distinguish the class from other classes above and below it in the same series, and/or closely related series. Included are such factors as the supervision received and exercised, responsibility and difficulty, hazards and the way in which work is assigned and results reviewed. This section evaluates the class in terms of relative difficulty and responsibility and thereby establishes the level of the class in its overall internal relationship to other classes. It is this section that is the most important in determining the class in which a particular position belongs.
- c. Illustrative Examples of Work are used in order to enable the reader to obtain a more thorough idea of the actual work performed in positions allocated to a class. The list is descriptive but not limiting. It is not intended to describe all the work performed in all positions in the class nor are all examples applicable to all positions allocated to a class. It is possible in the more populated classes that only one portion of one work example will apply to a given position. This section merely serves to illustrate the more typical portions of the job. A position belongs in a class only when it meets the criteria defined and set out by the descriptions as a whole.
- d. Necessary Requirements of Work describes in detail the education and experience that ordinarily gives a person those critical knowledge, abilities and skills necessary for successful performance of the work in a given class. This section does not in any way have reference to the qualifications of the current employees. Although not specifically mentioned, we deem certain qualifications such as honesty, neatness and dependability that we expect of all employees as part of this section.
- e. Necessary Special Requirement(s) is used where requirements limit the practice of a profession or occupation to persons who possess a license or certificate. It also is used to enumerate especially critical physical and other practical requirements for specific classes. Generally this section lists specific pre-requisites, which must be met by applicants for positions in a class before otherwise qualifying. An example might be for the position of driver where a valid state driver's license is required.
- f. Physical Requirements describes in detail the physical abilities required to successfully perform the job and satisfy all ADA requirements.
- g. FLSA Determination A determination will be made for each position classification as to whether or not the job duties are exempt or non-exempt to the overtime provisions of the Fair Labor Standards Act as amended.

### C. Compensation Plan - Phase II

We will undertake a regional salary survey to 1) determine where Ashland City government pay rates for certain benchmark jobs stand in relation to the labor market, 2) determine the competitiveness of each organization's starting salaries in relation to those of competing employers, and 3) determine whether any pay adjustments are warranted. Administrative staff will be asked to help identify regional employers and help select the benchmark positions that we should include in the salary survey. We will develop a compensation (pay) plan using the skill level information obtained in the classification phase of the study and the survey results. The overall range between the minimum and maximum rates of pay for each classification surveyed will be divided into quartiles and the bottom twenty five percent and the top twenty five percent will be excluded for comparison purposes. The underlying philosophy is that the employer does not want to compare with the lowest paid employers nor can they afford to compare with the highest paid employers responding to the survey. The proposed salary schedule will be divided into four equal segments (or quartiles). The recommended spread between the minimum and the maximum salaries of a given range (or skill level) will be 50%. This salary structure provides sufficient scope for the rewarding of individual performance. The spread between skill levels (vertical spread) typically will be 10% up to a "to be determined" skill level, then 15% to 20% to the top of the pay schedule. Such a structure (and the corresponding class assignments) allows for the compensation of individuals based on a hierarchy of positions, e.g., supervisor/subordinate relationships. The recommended pay plan is referred to as a broad banded pay structure and typically does not have each salary grade divided into "steps". This approach has proven much more flexible and easier to maintain than "pay step" plans frequently found in public sector approaches to compensation.

### 1.3 Proposed Fee Schedule

- |  |                |
|--|----------------|
| a. Analysis of organizational structure and current positions, preliminary discussions with administrative staff, determination of comparable survey participants, etc.<br>(Estimated at 4 hours @ \$100.00/hr.) | \$ 400.00      |
| b. Review of current job descriptions, Position Description Questionnaires, desk audits, field observations and critical incident discussions with supervisors.<br>(Estimated at 40 hours @ \$100.00/hr.)        | \$ 4,000.00    |
| c. Cost of preparing job descriptions for each classification<br>(Estimated at 30 hours @ \$100.00/hr.)  | \$ 3,000.00    |
| d. Cost to conduct salary survey and develop pay schedule<br>(Estimated at 30 hours @ \$100.00/hr.)  | \$ 3,000.00    |
| e. Cost to prepare position factor rating guide for future use.  | included in d. |
| f. Cost to determine implementation costs & alternatives<br>(Estimated at 12 hrs. @ \$100.00/hr.)  | \$1,200.00     |
| g. Board and/or administrative staff presentations, and additional   |                |

work not included in the above scope of work. (Estimated at 4 hours @ \$100.00/hr.)	\$ 400.00
h. Travel & sundry expenses	<u>\$ 1,500.00</u>
<b>Total (not to exceed)</b>	<b>\$13,500.00</b>

## 1.4 Equal Employment Opportunity Statement

The Organizational Management Group’s employment practices, including terms and conditions of employment and all contractual relationships are based on the merit principle without regard to race, color, creed, national origin, religion, familial status, sex, age, political affiliation, or physical or mental disability (except where physical or mental requirements are a bona fide occupational qualification). Specifically, employment opportunities and contractual relationships are based solely on an individual’s knowledge, skills, and abilities and other job related capabilities. It is the policy of the Organizational Management Group to assure equal employment opportunities for all individuals. We hereby submit this proposal as of the date below for the development of a classification and compensation plan and related human resource activities. We certify that the information submitted is true and correct, we have never been debarred and/or decertified by any federal, state or local entity and that we are willing and able to serve Ashland City government in the capacity proposed. We further allege that the Organizational Management Group is unaware of any existing conflict of interest with any Ashland City government employees or elected officials. This proposal constitutes a firm offer that may be accepted at any time within sixty (60) days from November 1, 2019. A separate agreement for service will be submitted if this proposal is accepted.

## 1.5 Projected Timeline

The completion of a comprehensive classification/compensation plan for a County Government is dependent upon a number of variables including scope of the survey, availability of County staff to conduct interviews, timing of Ashland City government committees & meetings, etc. Upon initiation of the project a reasonable expectation would be the completion of the project within four months.

## 1.6 Expectations of the City

The County, with the guidance of Organizational Management Group, will be primarily responsible for the identification of needs, the distribution of documents, data collection and ensuring the availability of staff as necessary to carry out the tasks identified in the binding agreement.

## Organizational Management Group©

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Larry Russell, President

Date

## Client References

East Tennessee Human Resource Agency (ETHRA)  
Ms. Dee Norman, Human Resources Director  
9111 Cross Park Drive, Suite D-100  
Knoxville, TN 37923  
1(865) 691-2551  
Completed a Classification/Compensation Study - April 1997  
Updated the agency pay plan – July 2003  
Currently on retainer

Southeast Tennessee Human Resource Agency (SETHRA)  
Ms. Lois Minton, Assistant Executive Director  
215 Rankin Avenue South  
Dunlap, TN 37327  
1(423) 949-2191  
Completed a Classification/Compensation Study - September 1997

Loudon County Government  
Mr. George Miller, County Mayor (former)  
P.O. Box 246  
Loudon, TN 37774-1042  
1 (865) 458-4664  
Completed a Classification/Compensation Study – April 1998

Morristown Housing Authority  
Ms. Marilyn Medley, Executive Director  
P.O. Box 497  
600 Sulphur Springs Road  
Morristown, TN 37815  
1(423) 586-5115  
Completed a Classification/Compensation Study, revised Personnel Policies, and instituted a Pay for Performance Employee Evaluation Program - February 2000  
Conducted a Utility Allowance Study and 504 Accessibility Study – March 2001  
Currently updating the Classification/Compensation Plan and Personnel Policies

Jefferson County Board of Education  
Mr. Ken Scott, Superintendent (former)  
P.O. Box 190, 1221 Gay Street  
Dandridge, TN 37725  
1(865) 397-3194  
Completed a Classification/Compensation Study - June 2000

Hamblen County Government  
Mr. Bill Brittain, County Mayor  
511 West 2<sup>nd</sup> North St.  
Morristown, TN 37814

1 (423) 586-1931  
Completed a Classification/Compensation Study - February 2001  
Developed Personnel Policies and Procedures Manual – May 2001  
Updated the pay plan - June 2004  
Updated the pay plan – June 2007  
Currently on retainer

Housing Authority of Richmond Kentucky  
Ms. Shirley Hacker, Executive Director  
502 Ellis Court  
P.O. Box 786  
Richmond, KY 40476-0786  
1 (859) 623-5968  
Revised Personnel Policies and Procedures and conducted a Classification/Compensation Study –  
June 2001

Loudon Housing Authority  
Ms. Lori Everett, Executive Director  
P.O. Box 397  
Loudon, TN 37774  
1 (423) 458-2061  
Revised Personnel Policies and Procedures – October 2001  
Completed a Classification/Compensation Study and developed a Pay for Performance Employee  
Evaluation program– July 2001

McMinn County Government  
Mr. John Gentry, County Mayor  
6 East Madison Avenue  
Athens, TN 37303  
1 (423) 745-7634  
Completed a Classification/Compensation Study – August 2001

Dayton Housing Authority  
Ms. Lisa Bonadio, Executive Director  
270 Railroad St.  
P.O. Box 257  
Dayton, TN 37321  
1 (423) 775-1871 ext. 227  
Revised Personnel Policies and Procedures and completed a Classification/Compensation Study –  
May 2002

Omni Visions, Inc.  
Mr. Jim Henry, President  
101 Lea Avenue  
Nashville, TN 37210  
1 (615) 726-3603  
Completed a Classification/Compensation Study – December 2002  
Developed a Pay for Performance evaluation system – August 2003

Cleveland Housing Authority  
Mr. Paul A. Dellinger, Executive Director  
P.O. Box 2846  
450 Walker Street, N.E.  
Cleveland, TN 37311  
1 (423) 479-9650

Revised Personnel Policies and Procedures and completed a Classification/Compensation Study – May 2002

Developed a Pay for Performance Employee Evaluation Program – June 2002

Coordinated the selection of Executive Director – March 2005

Currently on retainer

Knox County Housing Authority  
Mr. William G. “Bo” Pierce, Executive Director (former)  
6333 Pleasant Ridge Road  
Knoxville, TN 37921  
1 (865) 637-7942

Completed a Classification/Compensation Study – March 2003

Greene County Government  
Mr. Alan Broyles, County Mayor  
204 North Cutler Street, Suite 206  
Greeneville, TN 37745  
1 (423) 798-1766

Completed a Classification/Compensation Study - April 2003

Claiborne County Government  
Mr. Virgil L. Herrell, County Mayor (former)  
P.O. Box 318  
Tazewell, TN 37879  
1 (423) 626-5236

Completed a Classification/Compensation Study – May 2003

Hillcrest Healthcare  
Ms. Teri Webster, President & CEO  
5321 Tazewell Pike  
Knoxville, Tennessee 37918  
1 (865) 342 – 2069

Completed a Classification/Compensation Study – July 2003

Mid-Cumberland Human Resources Agency  
Ms. Jane Hamrick, Executive Director  
P.O. Box 111419  
Nashville, TN 37222-1419  
1 (615) 850-3917

Completed a Classification/Compensation Study – November 2003

Developed a Pay for Performance Employee Evaluation Program – June 2005



Southwest Human Resource Agency  
Mr. Franklin Smith, Executive Director (former – currently County Mayor for Haywood County)  
1527 White Avenue P.O. Box 264  
Henderson, Tennessee 38340-0264  
1 (731) 989-3879  
Completed a Classification/Compensation Study – February 2004

Southwest Tennessee Development District  
Evelyn Robertson, Executive Director  
27 Conrad Drive, Suite 150  
Jackson, Tennessee 38305-2850  
1 (731) 668-6417  
Completed a Classification/Compensation Study – May 2004

Haywood County Government  
Mr. Franklin Smith, County Mayor  
Courthouse  
1 North Washington  
Brownsville, Tennessee 38012  
1 (731) 772 – 1432  
Completed a Classification/Compensation Study – June 2004

Town of Greeneville  
Mr. Darrell M. Bryan, Mayor  
200 North College Street  
Greeneville, Tennessee 37745  
1 (423) 639 – 7105  
Completed a Classification/Compensation Study – July 2004

Sevier County Government  
Mr. Larry Waters, County Mayor  
125 Court Avenue, Suite 205E  
Sevierville, Tennessee 37862  
1 (423) 774 – 3615  
Completed a Classification/Compensation Study – April 2005

Claiborne County Emergency Communications District, Inc.  
Mr. Roger Hager, Executive Director  
P.O. Box 911  
Tazewell, Tennessee 37879  
1 (423) 626-5339  
Completed a Classification/Compensation Study – September 2005

Columbia Housing Authority  
Mr. Trent Ogilvie, Executive Director  
201 Dyer Street  
Columbia, Tennessee 38402

1 (931) 446 – 3868  
Completed a Classification/Compensation Study – December 2005  
Developed a Pay for Performance Employee Evaluation Program (June 2006)

Jefferson County Emergency Communications District  
Mr. Marcus T. Reed, Sr., Executive Director  
112 West Broadway Blvd.  
Jefferson City, Tennessee 37760  
1 (865) 475-4911  
Completed a Classification/Compensation Study – March 2006

Jefferson County Government  
Mr. Gary Holiway, County Mayor (former)  
P.O. Box 710  
Dandridge, Tennessee 37725-0710  
1 (423) 397 – 3800  
Completed a Classification/Compensation Study – March 2006  
(Currently awaiting implementation)

Gatlinburg Tennessee  
Ms. Cindy Ogle, City Manager  
P.O. Box 5, U.S. Highway 321 East  
Gatlinburg, Tennessee 37738  
1 (865) 436-1403  
Completed a Classification/Compensation Study – June 2006

Mid-East Community Action Agency  
Jerry Johnson, Executive Director  
141 Odd Fellows Cemetery Road  
Rockwood, Tennessee 37854  
1 (865) 354-0450  
Completed a Classification/Compensation Study – August 2006

Sullivan County Government  
Mr. Larry Bailey, Director of Accounts & Budgets  
3411 Highway 126, Suite 202  
Blountville, Tennessee 37617  
1 (423) 323 – 6409  
Completed a Classification/Compensation Study – December 2006

Jefferson City, Tennessee  
Mr. John Johnson, City Manager  
P.O. Box 590  
112 West Broadway  
Jefferson City, Tennessee 37760  
1 (865) 475-9071  
Completed a Classification/Compensation Study – April 2007  
Updated Class/Comp Plan 2012, 2017

Cocke County Government  
Ms. Anne Williams, Director of Finance  
360 East Main Street, Courthouse Annex, Suite 142  
Newport, Tennessee 37821  
1 (423) 623-8791  
Completed a Classification/Compensation Study – June 2007

Fort Mill Housing Authority  
Mr. L. Thomas Rowe, Chief Executive Officer  
105 Bozeman Drive  
Fort Mill, South Carolina 29716  
1 (803) 547-6787  
Completed a Classification/Compensation Study –July 2008  
Developed a Merit Based Employee Evaluation System –July 2008  
Updated Personnel Policies and Procedures –July 2008

Martin Housing Authority  
Mr. Brian Harris, Executive Director  
134 East Heights Drive  
Martin, Tennessee 38237  
1 (731) 587-3186  
Completed a Classification/Compensation Study – August 2008  
Developed a Merit Based Employee Evaluation System – August 2008  
Updated Personnel Policies and Procedures – August 2008

Maury County Government  
Attn: Ms. Dana Gibson, HR Director  
41 Public Square  
Columbia, Tennessee 38401  
1 (931) 375-2400  
Completed a Classification/Compensation Study – August 2008  
Under contract July, 2009 – June 2018  
Currently updated the entire Classification/Compensation Plan

The Housing Authority of Anderson, SC  
Ms. Becky Holmes, Executive Director  
1335 East River Street  
Anderson, South Carolina 29624  
1 (864) 260-5132  
Completed a Classification/Compensation Study – August 2009

Charleston Housing Authority  
Mr. Don Cameron, Chief Executive Officer  
550 Meeting Street  
Charleston, South Carolina 29403  
1 (843) 720-3971  
Completed a Classification/Compensation Study – August 2009

Developed a “Pay for Performance” Program – August 2010  
Extensive Management Training – 2011-2012

Beaufort Housing Authority  
Mr. Edward Boyd, Executive Director  
1009 Prince Street  
P.O. Box 1104  
Beaufort, South Carolina 29901  
1 (843) 525-7059

Completed a Classification/Compensation Study – October 2009  
Updated Personnel Policies and Procedures – January 2010

Morgan County Government  
Ms. Becky Ruppe, County Mayor (former)  
Morgan County Courthouse  
Wartburg, Tennessee 37887  
1 (423) 346-6288

Completed a Classification/Compensation Study – June 2010

Morgan County Board of Education  
Mr. Edward Diden, Superintendent of Schools  
136 Flat Fork Road  
Wartburg, Tennessee 37887  
1 (423) 346-6214

Completed a Classification/Compensation Study – June 2010

City of Rockwood  
Ms. Becky Ruppe, City Manager  
110 North Chamberlain Avenue  
Rockwood, Tennessee 37854  
1 (865) 354-0611

Completed a Classification/Compensation Study – June 2014

Rockwood Water, Sewer & Gas  
Ms. Kimberly Ramsey, General Manager  
116 North Church Road  
Rockwood, Tennessee 37854  
1 (865) 354-4221

Completed a Classification/Compensation Study – June 2014

Hawkins County Government  
Mr. Melville Bailey, County Mayor  
150 East Washington Street, Suite 2  
Rogersville, Tennessee 37857  
1 (423) 272-7359

Completed a Classification/Compensation Study – June 2014

Monroe County Government  
Attn: Ms. Libby Hicks, Finance Director  
103 South College Street, Suite #9  
Madisonville, Tennessee 37354  
1 (423) 442-9383  
Completed a Classification/Compensation Study – July 2016

Cumberland County Government  
Mr. Nathan Brock, Finance Director  
2 North Main Street  
Crossville, Tennessee 38555  
1 (931) 484-8212  
Completed a Classification/Compensation Study – July 2016  
Currently updating the Classification/Compensation Plan

Pigeon Forge, Tennessee  
Attn: Ms. Lois Sutton, HR Manager  
P.O. Box 1350  
Pigeon Forge, Tennessee 37868  
1 (865) 453-9061  
Completed a Classification/Compensation Study – June 2016

Carter County Board of Education  
Attn: Dr. Kevin Ward, Director  
305 Academy Street  
Elizabethton, Tennessee 37673  
Completed a Classification/Compensation Study – June 2017  
1(423) 547-4003

LaFollete Housing Authority  
John Snodderly, Executive Director  
P.O. Box 392  
LaFollette, Tennessee 37766  
1 (865) 523-5287  
Completed a Classification/Compensation Study – August 2017  
Developed a “Pay for Performance” employee evaluation program – March, 2018  
Updated Personnel Policies & Procedures – June, 2018

Elizabethton, Tennessee  
Attn: Ms. Angie Lyons, HR Director  
136 South Sycamore Street  
Elizabethton, Tennessee 37643  
1 (423) 547-6282  
Completed a Classification/Compensation Study – March 2018

Cheatham County Government  
Attn: Ms. Kelly Carney, HR Director  
100 Public Square, Suite 115

Ashland City, Tennessee 37015  
Completed a Classification/Compensation Study – July 2019

# *Proposed Changes to the Personnel Manual*

## **Page 18**

### **BREAKS**

~~An employee who works a full workday shall have a 60 minute meal break. Your supervisor will choose the proper time and place for breaks.~~

~~All employees who work eight hour shifts on the evening or night shift can include a thirty minute meal break and two (2) fifteen (15) minute breaks in their work shifts.~~

Employees working at least an eight (8) hour shift shall have sixty (60) minutes of employer paid break time. Employees can choose to take a thirty (30) minute meal break and two (2) fifteen (15) minute breaks or one (1) sixty (60) minute meal break. Employees working at least a four (4) hour shift shall have a fifteen (15) minute employer paid break.

## **Page 19**

### **NEPOTISM**

No member of an employee's immediate family, which is defined as **spouse, mother/father, son/daughter, siblings, grandparents, step-mother/father, son/daughter in-law, mother/father in-law, step grandmother/grandfather, or non-immediate family, which is defined as 1st and 2nd cousins, grandmother/grandfather in-law, aunt/uncle, niece/nephew** ~~spouse, mother or stepmother, father or stepfather, children, sister, brother, grandparents, grandchildren, current mother in law and father in law, son in law, daughter in law, current brother or sister in law, step grandparents, step grandchildren, aunt, uncle, niece/nephew, 1<sup>st</sup> cousin~~ will be hired as an employee under the same line of supervision.

No immediate family member (as defined above) of a municipal official, **as defined as elected officials or department heads**, will be hired as an employee by the Town of Ashland City.

## **Page 21-23**

### **SICK LEAVE**

Each regular full-time employee and regular part-time (~~pro-rated~~) will accrue sick leave bi-weekly beginning on the first day after 30 days of employment and continuing until their termination. An employee shall not accumulate sick time if the employee does not work 30 consecutive **regularly scheduled work business** days. Sick leave benefits will commence on the first day of such absence and shall continue for as long as sick leave credit remains.

Generally, employees become eligible to use sick leave in the situations outlined below.

1. Employees are incapacitated by sickness or a non-job-related injury.
2. Employees are seeking medical, dental, optical, or other professional diagnosis or treatment.
3. Necessary care and attendance of a member of the employee's immediate family, **as defined in the nepotism section of this employee manual**, if approved by the Mayor, ~~or~~ department head, **and/or immediate supervisor** so authorized to approve such leave. ~~Immediate family members include spouse, children, parents, in-laws, and siblings, including legal foster children and parents.~~
4. Employees may jeopardize the health of others because they have been exposed to a contagious disease. This must be certified by a qualified doctor's certificate.

Employees shall notify their immediate supervisor at the earliest possible time prior to the start of their shift but no later than two (2) hours after the beginning of their regular work day of their absence due to illness. Every effort shall be made to notify the supervisor at the earliest possible time.

To prevent abuse of sick leave privilege, ~~the Mayor and department heads~~ employees are required to ~~satisfy themselves that the employee is genuinely ill before paying sick leave. Any absence may require a doctor's certificate, and~~ obtain and turn in a doctor's note to their immediate supervisor, department head, or mayor for any absence in excess of three (3) workdays. ~~may also require a doctor's certificate to return to work (if, in the opinion of the immediate supervisor, such action is deemed appropriate).~~

Leave deducted from an employee's sick leave accumulation shall be for a regular workday and shall not include holidays and scheduled days off. Employees claiming sick leave while on annual leave must support their claim by a doctor's statement. When an employee is on "leave without pay" for fifteen (15) days during any calendar month, no sick leave accumulates. An employee shall not accumulate sick time if the employee does not work 30 consecutive ~~regularly scheduled work~~ business days.

After employees have exhausted their accrued sick leave, "leave without pay" may be granted at the discretion of the Mayor. Also, employees may be placed on special "leave without pay", or they may be terminated if unable to perform their job or another job with or without a reasonable accommodation. Should employees later be able to return to work, upon presentation of certification by a doctor, they shall be given preference for employment in a position for which they are qualified, with a recommendation by the department head and the approval of the Mayor.

Sick leave does not accrue while on short term or long term disability.

Employees may not borrow against future sick leave or transfer earned sick leave to another employee. The only allowable transfer would be for the approval of sick bank hours.

## Page 30

### BEREAVEMENT LEAVE

~~Regular~~ Full-time and regular part-time employees shall be allowed three (3) days, ~~twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, leave with pay for the death of an-immediate family member as defined in the nepotism section of this personnel manual. employee's spouse, parents, in laws, children or siblings.~~ One (1) day, ~~eight (8) hours pay for full-time and four (4) hours pay for part-time employees, of leave with pay will be allowed for the death of non-immediate family members as defined in the nepotism section of this personnel manual. other members of the employee's immediate family, as defined under Nepotism herein.~~ An extra day may be allowed when out of state travel is required, as approved by the employee's immediate supervisor. Any employee who wishes to take time off for death of family or friends not defined within the nepotism section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time,



or sick leave, for a period not to exceed two (2) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary “leave without pay.”

**RESOLUTION 2019-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, the U.S. Department of Housing and Urban Development will reimburse for projects relating to transportation alternatives; and

**WHEREAS**, the Town would like to submit the grant application for up to \$630,000; and,

**WHEREAS**, the Town agrees to match funds for this grant being 20% of the purchase amounts up to \$130,000; and,

**WHEREAS**, the Town of Ashland City now seeks to participate in this grant program for infrastructure needs within the city.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** the following:

**SECTION 1:** That the Town of Ashland City is hereby authorized to submit application for "*Community Development Block Grant*" reimbursement grant through Urban Development.

**SECTION 2:** That the Town of Ashland City further authorizes Brian Stinson to work with GNRC in order to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of November, 2019 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

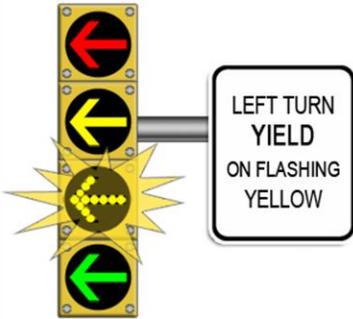
Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Steve Allen, Mayor

\_\_\_\_\_  
City Recorder Kellie Reed, CMC, CMFO



## TSMP Supporters



# TDOT's New Traffic Signal Modernization Program

## Grant Application

This grant is associated with the Traffic Signal Modernization Program (TSMP), which is a Tennessee Department of Transportation (TDOT) pilot program designed to help communities and their local traffic signal maintaining agencies modernize existing traffic signal equipment and operations. The program is being implemented through this grant application process, currently 100% state funded and state contracted, with the goal to begin traffic signal upgrades within 12 months of project selection. Grant funds are capped at \$250,000.00.

### Eligible TSMP Items:

- Controller
- Controller Cabinet
- Cabinet Equipment
- Signal Head/Beacon
- Signal Head Backplates
- Supplemental Signal Head
- Timing Optimization Plan
- Stop Bar Detection
- Advance Detection
- Pedestrian Signal
- Pedestrian Push Button

### What are some expected benefits to modernizing your traffic signal items?

#### Reduction in crashes (est. percentage of crash reduction)

- Controller/cabinet upgrade: 30% crash reduction
- Signal timings coordination: 32% crash reduction
- Supplemental signal heads: 28% crash reduction
- Detection upgrade: 20% crash reduction
- Advance signal ahead warning devices: 22% crash reduction

#### Other expected benefits include:

- Reduction in traffic congestion
- Increased reliability in detecting vehicles
- Improved traffic signal visibility
- Savings in energy efficiency
- Reduction in maintenance costs
- Automated collection of traffic count data

### Grant Application Deadline:

Traffic Signal Modernization Grant Application must be emailed by Wednesday, November 20, 2019 to [TDOT.TrafficOps@tn.gov](mailto:TDOT.TrafficOps@tn.gov) with the subject line "Traffic Signal Modernization Grant". For questions regarding this grant, please contact Steve Bryan at [Steve.Bryan@tn.gov](mailto:Steve.Bryan@tn.gov).

**RESOLUTION 2019-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S TRAFFIC SIGNAL MODERNIZATION GRANT PROGRAM**

**WHEREAS**, the Tennessee Department of Transportation will fund projects relating to traffic signal modernization; and

**WHEREAS**, the Town would like to submit the grant application totaling approximately \$250,000 for the crosswalk at North Main/Frey Street and Stratton Blvd/South Main Street; and,

**WHEREAS**, there is no match requirement for this grant as TDOT will pay 100% up to \$250,000 for traffic signalization upgrades; and,

**WHEREAS**, the Town of Ashland City now seeks to participate in this grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** the following:

**SECTION 1:** That the Town of Ashland City is hereby authorized to submit application for the "*Traffic Signal Modernization*" grant through the Department of Transportation.

**SECTION 2:** That the Town of Ashland City further authorizes Brian Stinson apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of November, 2019 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Steve Allen, Mayor

\_\_\_\_\_  
City Recorder Kellie Reed, CMC, CMFO

**RESOLUTION 2019-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO  
ADOPT THE COMMUNITY MOBILITY PLAN**

**WHEREAS**, the Town was awarded TDOT's Long Range Planning Division Complete Streets Plan Grant in 2018; and

**WHEREAS**, the Town selected engineering firm Kimley Horn to study the existing traffic and mobility conditions; and,

**WHEREAS**, Kimley Horn further developed a plan for connectivity of the town's parks, streets, sidewalks, and overall mobility; and,

**WHEREAS**, Kimley Horn has developed and provided the Town with the attached Community Mobility Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** the Town of Ashland City hereby adopts the attached Community Mobility Plan.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of November, 2019 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Steve Allen, Mayor

\_\_\_\_\_  
City Recorder Kellie Reed, CMC, CMFO



FINAL DRAFT • November 2019

# ASHLAND CITY

## Community Mobility Plan



## ASHLAND CITY

### Community Mobility Plan

## ACKNOWLEDGMENTS

This planning effort would not be possible without the hard work and dedication of Ashland City and the Tennessee Department of Transportation staff. Thank you.

### The Town of Ashland City

Steve Allen, Mayor  
 Clint Biggers, Public Works Director  
 Scott Sampson, Parks and Recreation Director  
 Chuck Walker, Building and Codes  
 Brian Stinson, Public Works

### Tennessee Department of Transportation

Jonathan Russell, Transportation Planning Supervisor, Region 3  
 Ian Preston, Community Transportation Planner, Region 3  
 Melanie Murphy, Senior Community Transportation Planner, Region 3

### Rural Planning Organization

Karyssa Helton, Mid-Cumberland Human Resource Agency

### Planning Team

Terrance Hill, PE, Kimley-Horn  
 Nate Sweitzer, PLA, Kimley-Horn  
 Nicole McVey, Kimley-Horn  
 Catherine Hackett, Kimley-Horn

Prepared by Kimley-Horn  
 214 Oceanside Drive, Nashville, TN 37204  
 615-564-2701 | [www.kimley-horn.com](http://www.kimley-horn.com)

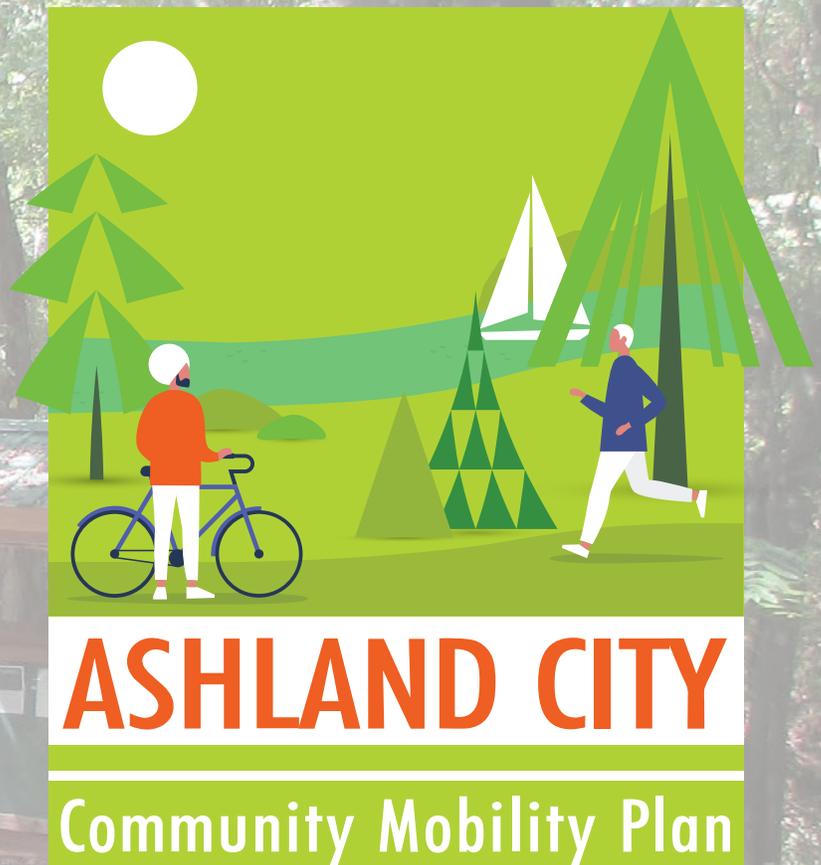
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# INTRODUCTION ①



**ASHLAND CITY**

Community Mobility Plan

## BACKGROUND

Tucked between the Cumberland River and rolling hills of Middle Tennessee, the Town of Ashland City is located approximately 17 miles northwest of Downtown Nashville. The town was incorporated in 1859, a few years after the creation of Cheatham County. Serving as the county seat since its incorporation, the town prides itself on its sense of community and small-town feel. One of the many amenities that the Town offers are the many parks located within the town limits. These parks do not only serve the residents of Ashland City, but also attract individuals from surrounding areas. With the town positioned for rapid growth in the future given its close proximity to Nashville, residents and town officials would like to ensure that the town take the next steps necessary in creating a plan for the future in terms of being walkable, bikeable, encouraging economic growth, and promoting beautification.

### Community Transportation Planning Grant

The preparation of this plan has been financed in part by the Tennessee Department of Transportation's (TDOT) Community Transportation Planning Grant, which is made available by State Planning and Research funds through the Federal Highway Administration (FHWA), a division of the U.S. Department of Transportation (USDOT). The contents of this report do not necessarily reflect the official views or policies of the USDOT, FHWA, and/or TDOT. It is the policy under Title VI of the Civil Rights Act of 1964 that TDOT prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

In 2018, the town applied to develop a community mobility plan through the CTPG program, which is administered by the Long Range Planning Division of TDOT, to identify deficiencies and opportunities in the current transportation network and recommend improvements that could be implemented in the future. A mobility plan focuses on all modes of transportation including motor vehicles, rail, freight, bicycles, pedestrians and public transportation; however, the Town wanted to emphasize bicycle and pedestrian improvements. This plan focuses on improving or constructing sidewalks, bike lanes, and shared-use paths (greenways) to connect residences to parks, businesses, schools, and other attractions along with operational improvements that will allow traffic to flow more smoothly and improve safety. These improvements are in line with the CTPG program goals which include the following:

- Assist rural municipalities with planning efforts that define transportation cohesiveness between multimodal transportation systems and local land use objectives that achieve the statewide transportation goals.
- Aid in rural municipalities with the creation of planning documents that support improvements in traffic flow, safety, and overall efficiency of the transportation system.
- Provide rural city governments with planning resources to achieve community visions as related to transportation and land use needs that promote future economic growth.



# PROJECT PROCESS

The process to develop a Community Mobility Plan follows certain guidelines in order to realize a successful final comprehensive plan. Without all the proper steps in place, progress and future facility development would be difficult and possibly disjointed. The proper process for the successful development and construction of recommended facilities through the CTPG are as follows:

## Step 1: Project Development

Leadership Commitment: Community leaders must demonstrate a clear commitment to support the project.

- Ashland City’s mayor, police, and various other town departments have been involved in the creation of this mobility plan from it’s inception, and all agree they want smart, sustainable growth that supports all modes of transportation.

Visioning & Consensus: Establishing a shared vision and consensus allows the community to set project goals and objectives. Understanding needs and developing support from the community is vital to start the planning, design, and implementation process.

- **An important component to this project is the involvement of the community. Their input was key in determining needs and prioritization.**

Planning & Design: Communities should leverage local resources and knowledge to assist in guiding project activities to best meet the needs of their community. Tailoring best practices to meet local conditions and desires will assist in developing an implementable, successful planning study.

- **Once needs have been identified, the appropriate solution for each location was evaluated. Projects were prioritized based on need, connectivity, and complexity.**

## PROJECT DEVELOPMENT

### STEPS:

1. Leadership Commitment
2. Visioning & Consensus
3. Planning and Design

## Step 2: Project Implementation

Funding for Implementation: Communities should seek diverse funding sources to implement their project plans such as partnering with private industry as well as seeking funding from other state and federal sources.

TDOT offers the following competitive programs to assist with implementation:

### Federal-Aid

- Multimodal Access Grant (MMAG): Provides funding to support the transportation needs of transit users, pedestrians and bicyclists through infrastructure projects that address existing gaps along state routes
- Surface Transportation Block Grant (STBG): Targets improvements and new infrastructure to sidewalks, shared-use paths, safe routes to school, complete streets, and bridge enhancements
- Transportation Alternatives Program (TAP): Functions as the main funding source for general pedestrian and bicycling infrastructure projects

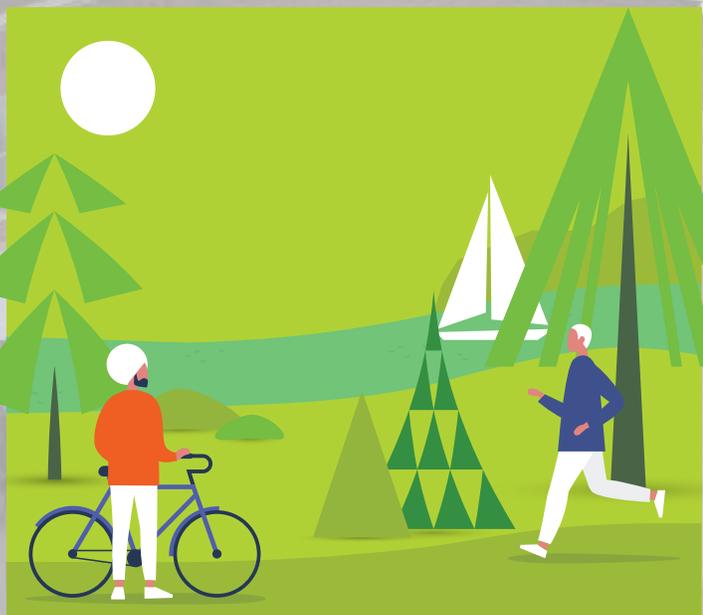
(See Funding Alternatives on page 38 for additional municipal grant opportunities)

Source: Community Transportation Planning Grant Fact Sheet; Planning Division. 2019



Insurance  
PA  
792-5624

# EXISTING CONDITIONS ②



**ASHLAND CITY**

Community Mobility Plan

## AREA OF STUDY

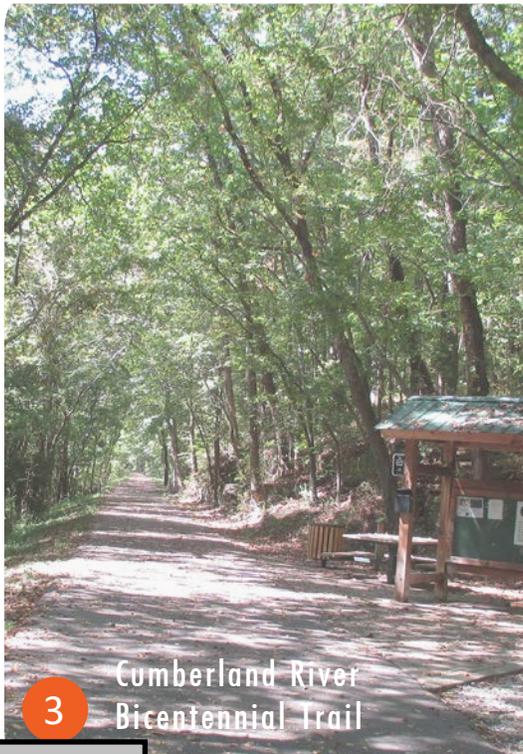
The study area mostly lies within the downtown limits of Ashland City and consists of the following primary corridors: SR 12 (Main Street) from SR 455 (Tennessee Waltz Parkway) to SR 455 (McQuarry Street), SR 455 (Tennessee Waltz Parkway / McQuarry Street) from SR 12 (N. Main Street) to SR 12 (South Main Street), and SR 49 (Cumberland Street / Frey Street) from SR 455 (Tennessee Waltz Parkway) to Oak Street. The limits encompass approximately one square mile. Locations adjacent to these corridors were also included. Those locations include Ashland City Elementary, Riverbluff Park, and J.W. Johns Jr. Park. Additionally, a connection to the Cumberland River Bicentennial Trail was also examined as it is a popular destination for bicyclists located less than a mile north of downtown Ashland City.



1 City Park



2 Main Street



3 Cumberland River  
Bicentennial Trail



4 Riverbluff Park

# Area of Study





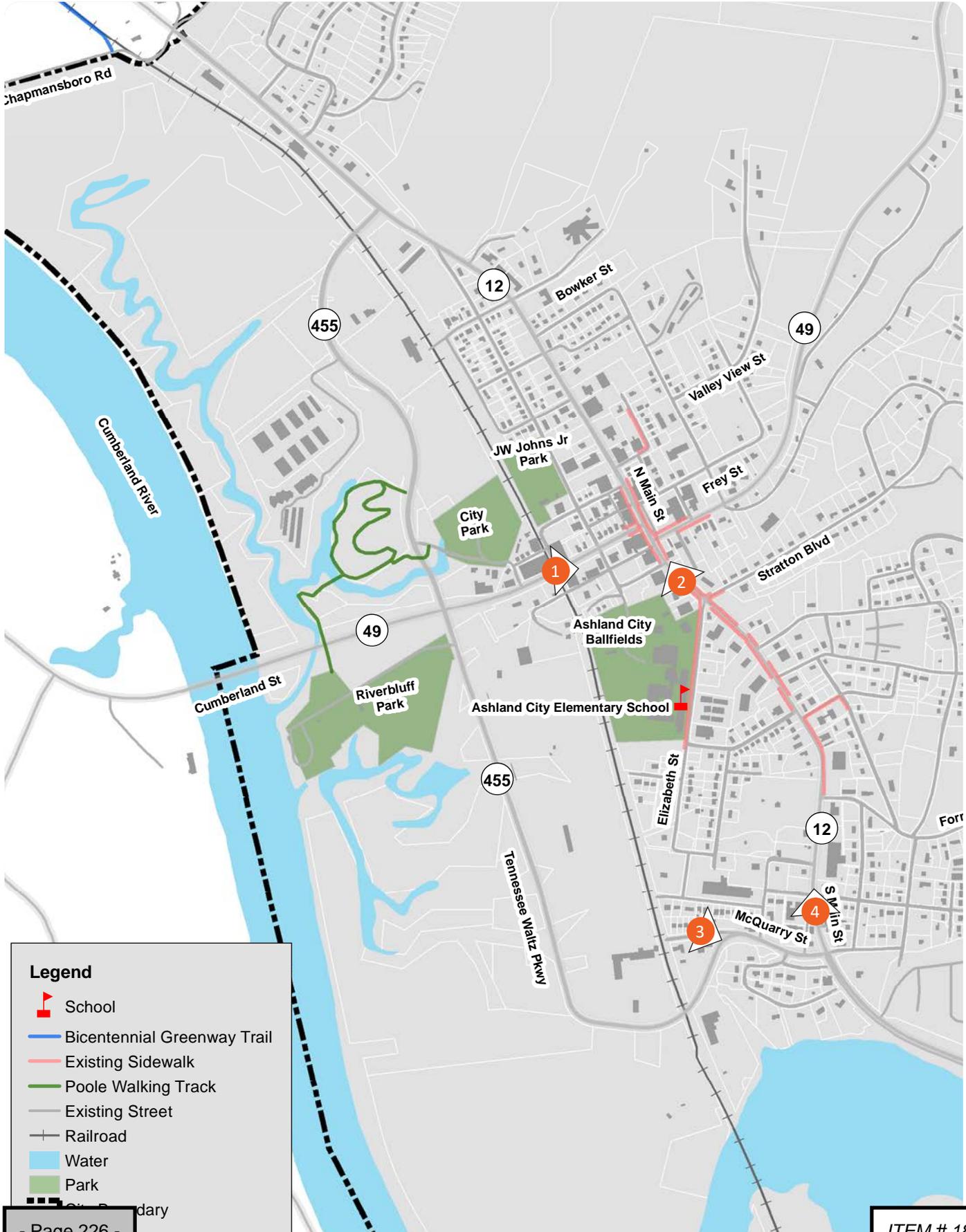
## EXISTING CONDITIONS

There are a number of opportunities for improvements including the need for sidewalks on many streets, improving sidewalks that are not ADA compliant, traffic calming measures, traffic flow improvements, and safety improvements. The following photos outline some deficiencies that should be corrected once funding is available.

1. Access Management: Cumberland Street has a number of locations in which there is open frontage and no defined parking or driveways. (See #1 below)
2. Route Discontinuity: Drivers that want to continue on SR 49 must briefly turn onto SR 12 in the middle of downtown. The offset signalized intersection at SR 12 creates traffic congestion.
3. Pedestrian Infrastructure: There are a number of locations in which sidewalks should be constructed to provide an alternative from walking in the street or shoulder.
4. ADA Compliance: It is important to make sure curb ramps and sidewalk cross slopes meet the requirements outlines in TDOT's standard drawings. (See #2 below)
5. Sight Distance: Obstacles such as vegetation, roadway geometry, signs and buildings inhibit the ability of drivers to see oncoming cars at certain intersections. The curve and tree growth at SR 12 and McQuarry Street limit the sight distance of the westbound approach of McQuarry Street. (See #3 below)
6. Geometric Configuration: The intersection of SR 12, Harris Street, and Elm Street is a five-legged intersection in which Harris Street intersects at a skewed angle. (See #4 below)
7. Bicycle Connectivity: Paved shoulders along SR 12 and SR 455 would allow for the striping and signing of bicycle lanes.



# Existing Conditions



# TRIP GENERATORS

Within the study area, there are a number of attractors that draw residents, visitors, and employees to the Town of Ashland City. Continued growth within the downtown core and surrounding areas of Ashland City will contribute to the need to make infrastructure improvements for all modes of transportation. The following is a list of key trip generators within the study area:



**Ashland City Elementary and Baseball Fields** – Ashland City Elementary houses pre-school through fourth grade with a student population of nearly 550. Directly adjacent to the school is a park that has baseball fields for recreational leagues, a football field, picnic areas, and two playgrounds.



**Riverbluff Park** – This park's amenities include playgrounds, picnic tables, a boat ramp and dock, soccer fields, and an observation deck



**The Braxton/Harpeth Shoals Marina** – A residential community of twin high-rise buildings that include condominiums along with access to the Cumberland River through private docks.



**J.W. Johns Jr. Park** – Located adjacent to City Park, this park includes a playground, basketball courts, batting cages, and baseball fields.



**Ashland City Medical Center** – The Town's and County's primary hospital provides emergency and non-emergency services to the surrounding areas.



**Cheatham County Courthouse** – On the National Register of Historic Places, the courthouse contains the county courts, the sheriff's office, and the county mayor's office.



**A.O. Smith Corporation** – Manufacturing water heaters, A.O. Smith is the Town's largest employer and generates a number of heavy truck trips.



**City Park** – Located adjacent to J.W. Johns Jr. Park, this park includes a walking trail that crosses SR 455 via a tunnel, tennis courts and restrooms. A connection from this park to Riverbluff Park has also been constructed under the SR 49 bridge over the Cumberland River.



**Dillion Transportation** – A trucking company that transports goods and services across the country.

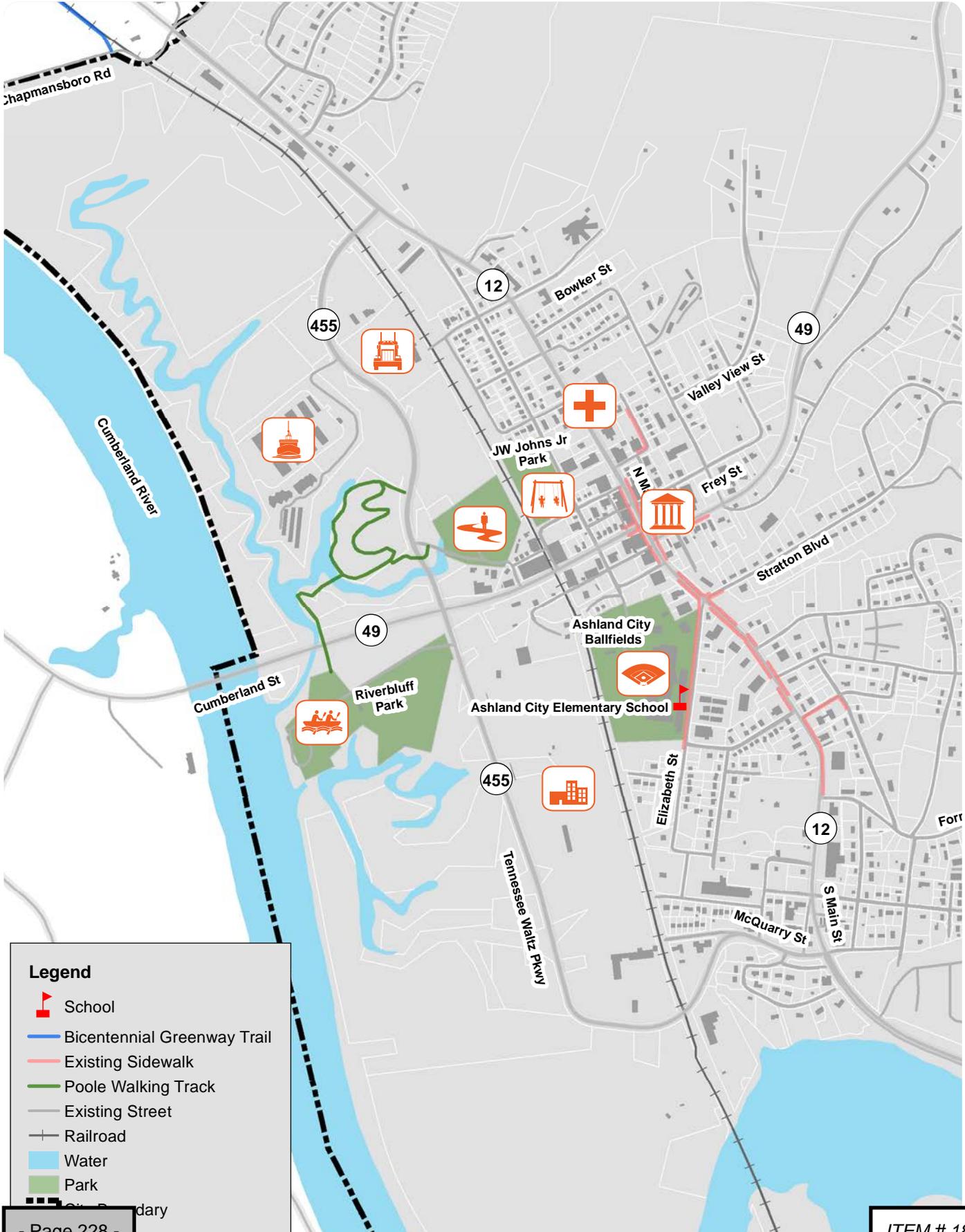
## Additional Generators

Just outside of the project area, there are several attractors that draw individuals to the study area or cause individuals to pass through the study area to reach their destination. Those trip generators include a Walmart on SR 12 nearly two miles south of downtown, the Cheatham County Public Library located approximately one mile northeast of downtown along SR 49, the Cumberland River Bicentennial Trail (a popular trail just north of town which includes four miles that are paved and over two miles of gravel trail), The Cheatham County Fairgrounds just southeast of downtown, and the Riverview Restaurant and Marina just across the Cumberland River west of downtown. Additionally, several new developments are planned just south of downtown including a 280-unit apartment complex, a hotel, and expansion of a boat manufacturing facility and a concrete plant.

## Future Growth

It is envisioned by Town leaders that Ashland City's growth could be shaped and molded from other forms of transportation. The Town has the potential to flourish via passenger water transport along the Cumberland River. Tourists from Nashville could take a boat ride to the Town to shop, dine, or recreation, and residents could theoretically travel to Nashville for work or play. Another form of transportation that would benefit the Town of Ashland City is the Nashville to Clarksville Commuter Rail (also known as the Northwest Corridor) along the Nashville & Western rail corridor. A feasibility study was completed in 2008 that examined the viability of connecting Clarksville to Nashville utilizing one of three existing rail lines. Not much progress has been made on the implementation of the Northwest Corridor; however, if the route through Ashland City is chosen, the Cumberland River Bicentennial Trail would be affected as it was constructed along this rail line. To promote growth, the Town also passed a Downtown Overlay District in February 2017 to allow denser development that promotes growth with the establishment of mixed-use buildings. This proactive step coupled with the unique possibilities of transportation options afford the Town many opportunities to thrive as it grows.

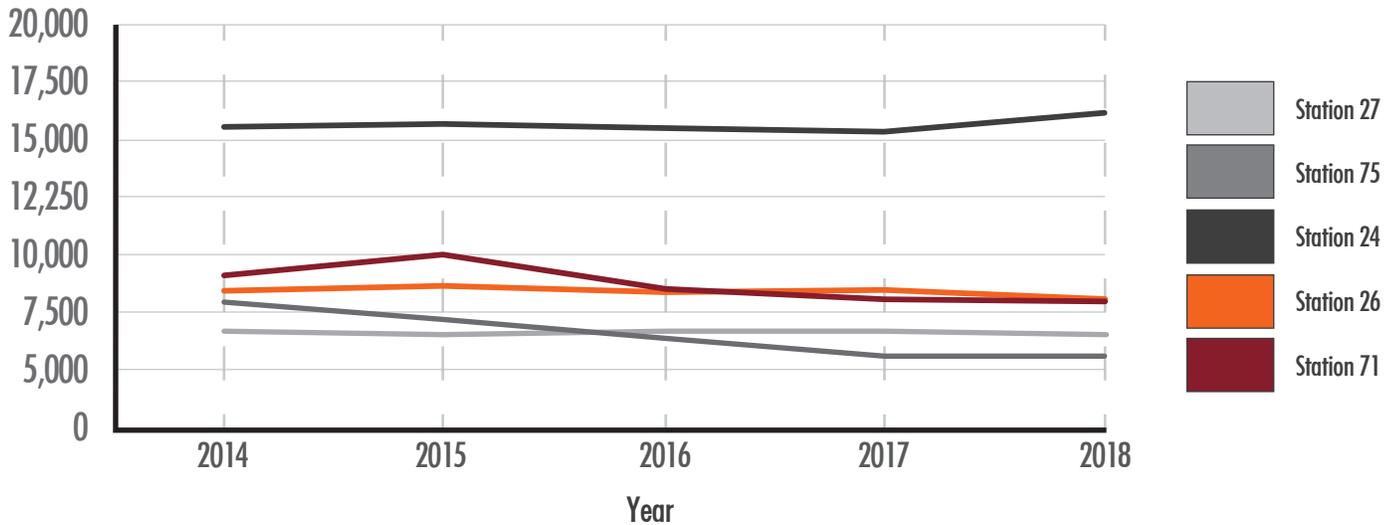
# Trip Generators



# TRAFFIC ANALYSIS

Ashland City has experienced economic and residential growth in recent years, and the overall traffic counts along the major corridors over the last ten years support that trend. The graph below depicts the trends at the TDOT count stations. The ten-year growth rate of traffic is 0.7 percent, and the three-year growth rate is three percent.

## Average Daily Traffic



A signal warrant analysis was conducted at the intersection of SR 12 and SR 455 (McQuarry Street). The analysis of the study intersection was performed using the methodology provided in Chapter 4C of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition published by the Federal Highway Administration (FHWA). The MUTCD provides the following standard, among others, regarding justification for traffic control signals:

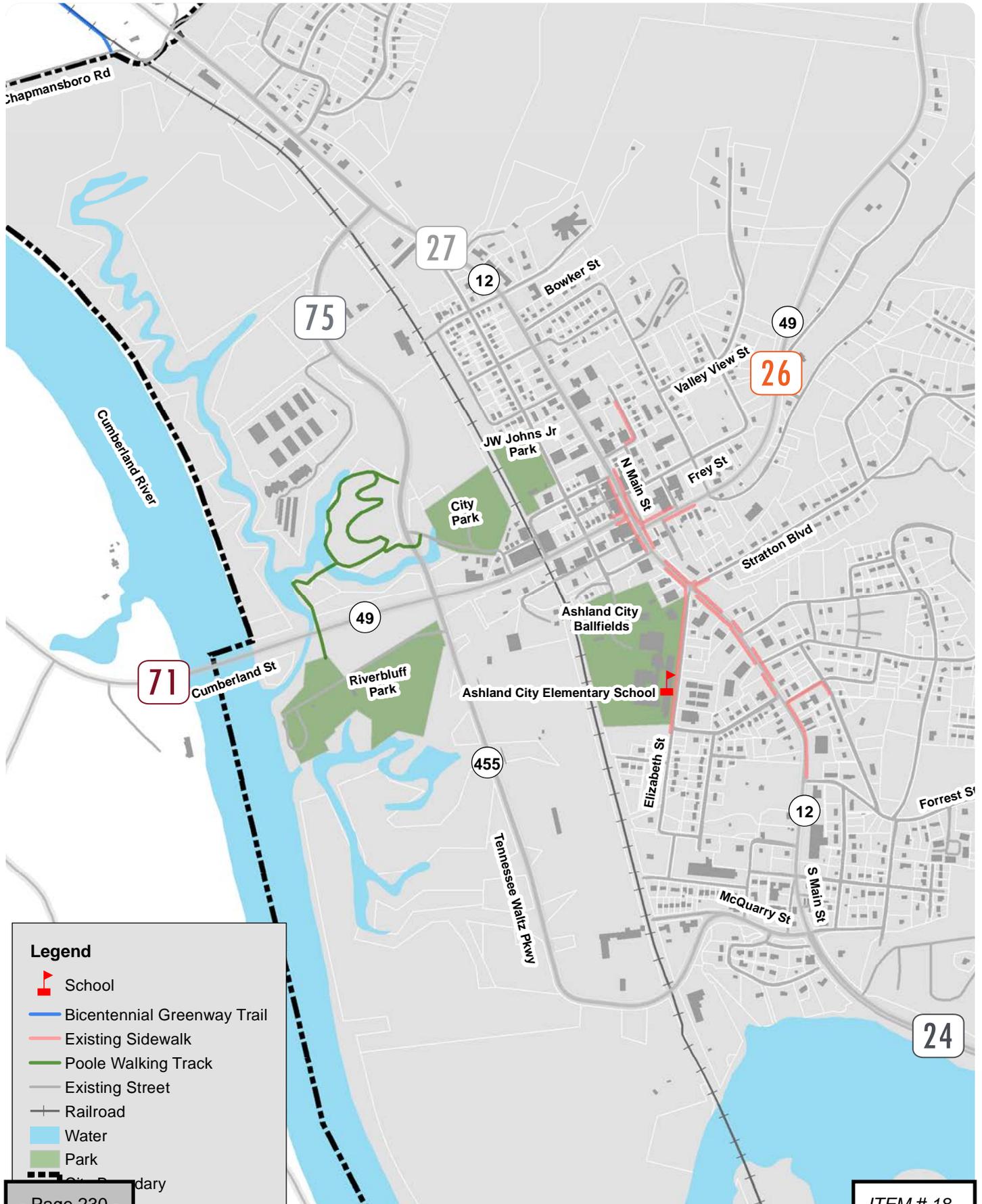
- “The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.”  
(Source: MUTCD 2009, Section 4C.01, Paragraph 03)

There are eight total signal warrants within the MUTCD. The following three were analyzed to determine if a traffic signal was warranted at the above-referenced intersection:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour

Although the intersection did not meet signal warrants at the time of the study, the installation of a signal should still be considered due to poor sight distance issues on the McQuarry Street approach as well as proposed increase in truck traffic along SR 455 from A.O. Smith.

# Trip Analysis



## TRAFFIC ANALYSIS SR49 AT SR12

The intersection of SR 12 and SR 49 in the heart of Ashland City has caused traffic issues for quite some time. Congestion and crashes have occurred at this intersection due to its geometric configuration as an offset intersection. Drivers that would like to continue straight on SR 49 from either the westbound or eastbound direction must make a right turn onto SR 12 for approximately 125 feet and then turn left onto SR 49. This can create confusion for drivers and contributes to traffic delays as each signalized approach of SR 49 at SR 12 must be served independently instead of concurrently. The Town approached TDOT in an effort to align SR 49 in the center of town. The proposed realignment would allow SR 49 (Cumberland Street) on the west side of SR 12 to be directly across from the existing location of SR 49 (Frey Street), which would have involved removing some of the oldest buildings within downtown Ashland City. To avoid this, an alternate alignment for SR 49 was recommended. This alternative realigns SR 49 beginning approximately at the intersection with SR 455 and curves southeastward eventually following the existing alignment of Chestnut Street to SR 12. The new SR 49 would then continue northeastward past SR 12 (south of its current alignment) and eventually rejoin its existing alignment just east of Oak Street. This option would reduce the number of impacts on existing structures compared to the other alternative. A conceptual drawing of the proposed change is on the following page.

Analysis was conducted using Synchro 9, a traffic microsimulation software, to model existing conditions and future conditions. Control delay and level of service were obtained for the following ten (10) conditions:

- AM & PM Existing
- 2025 AM & PM No-Build
- 2025 AM & PM Build
- 2045 AM & PM No-Build
- 2045 AM & PM Build

### Control Delay:

- “Control delay – the delay brought about by the presence of a traffic control device – is the principal service measure in the HCM for evaluating LOS at signalized and unsignalized intersections. Control delay includes delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed” (Source: Highway Capacity Manual 2010, Chapter 4).

### LOS:

- “LOS is a quantitative stratification of a performance measure or measures that represent quality of service. The measures used to determine LOS for transportation system elements are called service measures. The HCM defines six levels of service, ranging from A to F, for each service measure, or for the output from a mathematical model based on multiple performance measures. LOS A represents the best operating conditions from the traveler’s perspective and LOS F the worst. For cost, environmental impact, and other reasons, roadways are not typically designed to provide LOS A conditions during peak periods, but rather some lower LOS that reflects a balance between the individual travelers’ desires and society’s desires and financial resources. Nevertheless, during low-volume periods of the day, a system element may operate at LOS A” (Source: Highway Capacity Manual 2010, Chapter 5).

# LEVEL OF SERVICE CRITERIA

The LOS criteria for signalized intersections are summarized in the table below.

Signalized Intersection Level of Service		
LOS	Control Delay (Seconds/Vehicle)	Comments
A	≤10	Volume-to-capacity ratio is low and either progression is exceptionally favorable or the cycle length is very short. If it is due to favorable progression, most vehicles arrive during the green indication and travel through the intersection without stopping.
B	>10-20	Volume-to-capacity ratio is low and either progression is highly favorable or the cycle length is short. More vehicles stop than with LOS A.
C	>20-35	Progression is favorable or the cycle length is moderate. Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear at this level. The number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.
D	>35-55	Volume-to-capacity ratio is high and either progression is ineffective or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.
E	>55-80	Volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.
F	>80	Volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.

Source: Highway Capacity Manual 2010, Chapter 18



Intersection of South Main Street & Chestnut Street



# LEVEL OF SERVICE RESULTS

## Signalized Intersection LOS:

- Control delay alone is used to characterize LOS for the entire intersection or an approach.
- Control delay and volume-to-capacity ratio are used to characterize LOS for a lane group.
- Delay quantifies the increase in travel time due to traffic signal control. It is also a surrogate measure of driver discomfort and fuel consumption.

The Existing and No-Build alternatives include the roadway conditions as they are today with no geometric improvements being made to the existing intersection. The Build alternative includes the realigned SR 49; intersecting with SR 12 approximately 220' south of the existing intersection. The traffic was increased at a rate of two percent per year to obtain the 2025 and 2045 volumes. Below are the results of the traffic analysis in terms of LOS and the corresponding delay in parentheses for all scenarios:

Intersection Capacity Analysis Results - AM Peak Hour						
Intersection	Approach	Existing 2019 Conditions	No-Build 2025 Conditions	Build 2025 Conditions	No-Build 2045 Conditions	Build 2045 Conditions
S Main Street at Cumberland Street	Eastbound:	C (24.5)	C (24.7)	-	C (24.4)	-
	Southbound:	C (28.8)	C (32.2)	-	<b>F (118.1)</b>	-
	Overall:	B (18.6)	C (20.4)	-	<b>E (58.9)</b>	-
S Main Street at Frey Street (SR49)	Westbound:	C (31.9)	D (41.4)	-	<b>F (147.8)</b>	-
	Northbound:	B (16.6)	B (17.6)	-	C (20.4)	-
	Overall:	B (16.2)	C (20.4)	-	<b>E (59.8)</b>	-
S Main Street at Proposed (SR49)	Eastbound:	-	-	C (32.5)	-	C (34.3)
	Westbound:	-	-	C (26.9)	-	D (42.9)
	Northbound:	-	-	A (9.1)	-	B (13.0)
	Southbound:	-	-	B (17.8)	-	C (25.8)
	Overall:	-	-	C (20.7)	-	C (29.8)
Intersection Capacity Analysis Results - PM Peak Hour						
Intersection	Approach	Existing 2019 Conditions	No-Build 2025 Conditions	Build 2025 Conditions	No-Build 2045 Conditions	Build 2045 Conditions
S Main Street at Cumberland Street	Eastbound:	C (24.6)	C (24.8)	-	C (25.2)	-
	Southbound:	C (20.6)	C (23.5)	-	D (37.7)	-
	Overall:	B (10.9)	B (12.5)	-	B (17.0)	-
S Main Street at Frey Street	Westbound	C (24.3)	C (25.6)	-	C (32.0)	-
	Northbound	B (17.0)	C (20.6)	-	C (38.6)	-
	Overall	B (14.4)	B (17.0)	-	C 29.2)	-
S Main Street at Downtown Connector	Eastbound:	-	-	C (34.6)	-	C (34.0)
	Westbound:	-	-	C (28.0)	-	C (31.6)
	Northbound:	-	-	B 12.9)	-	B (19.6)
	Southbound:	-	-	B (11.4)	-	B (18.3)
	Overall:	-	-	B (18.7)	-	C (23.8)

The analyses show that the LOS for the 2045 AM No Build conditions is an E or F for the southbound and westbound approaches as well as the overall intersections; however, for the 2045 AM Build condition, all approaches and the overall intersection LOS perform at a D or better. For the PM peak period, the 2045 No Build and Build conditions all operate at a LOS D or better. Additional analysis may need to be completed to determine the full impact of a realigned SR 49.



# CRASH ANALYSIS

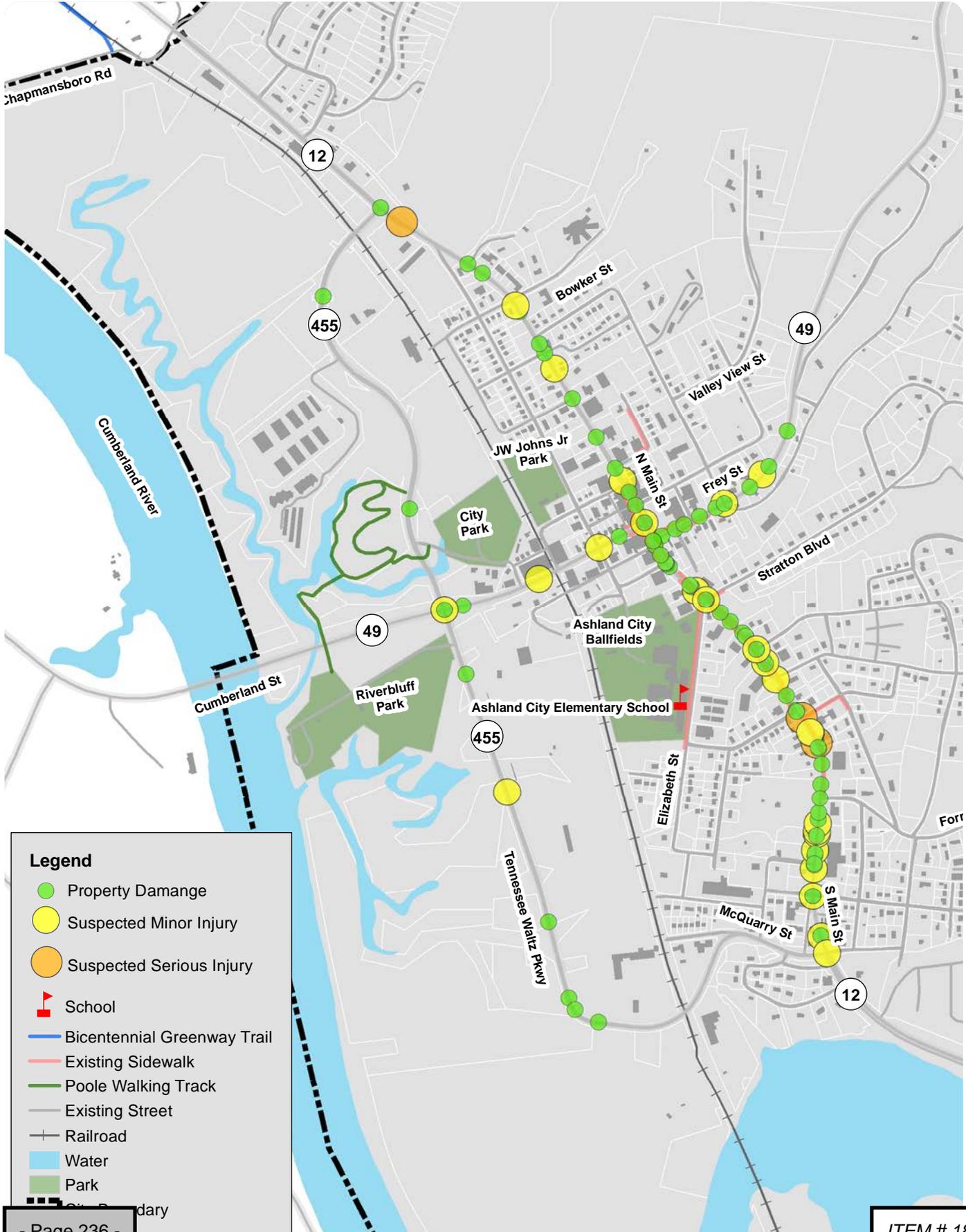
Study Area Crash Statistics		
Condition	1/1/2016 - 12/31/2018	
	Number of Crashes	Percentage of Total
<b>Lighting Conditions</b>		
Daylight	109	73%
Dark - Not Lighted	5	3%
Dark - Lighted	25	17%
Dusk/Dawn	7	5%
Not Indicated	3	2%
<b>Crash Severity</b>		
Property Damage	117	79%
Suspected Minor Injury	29	19%
Suspected Serious Injury	3	2%
Fatality	0	0%
<b>Manner of Collision</b>		
Rear-End	56	38%
Lane Departure	30	20%
Angle	29	19%
Sideswipe	15	10%
Head-On	3	2%
Overturn	0	0%
Animal	5	3%
Other/Unknown	11	7%
<b>Weather Conditions</b>		
Clear	99	66%
Rain	16	11%
Snow	2	1%
Sleet/Hail	2	1%
Cloudy	25	17%
Foggy	2	1%
Not Indicated	3	2%

Historical crash data for the study area was obtained from TDOT's Enhanced Tennessee Roadway Information Management System (E-TRIMS) for the most recent three years (January 1, 2016 to December 31, 2018). There were a total of 149 crashes along the three primary corridors in the Town of Ashland City; SR 49 (Cumberland Street and Frey Street), SR 12 (Main Street), and SR 455 (Tennessee Waltz Parkway). More than three-quarters (115) of the total number of crashes occurred along SR 12. Of those 115 crashes on SR 12, 91 were property damage only crashes. Along the three corridors, there were three suspected serious injury crashes; all of which were also on SR 12.

All the reported crashes were plotted on the map to the right. The table on this page provides a summary of crash types and condition associated with those crashes. The majority were rear-end crashes and property damage only. Although the crashes are scattered along all three major corridors, there are four segments in which clusters of crashes are evident. The cluster sections along SR 12 include Harris Street to Forrest Street, near Helen Street, and Turner Street to Boyd Street. These segments have clusters of property damage, suspected minor injury, and suspected serious injury crashes. Additionally, there is a cluster near the intersection of SR 12 and SR 49 (Frey Street). After reviewing the crash reports, it seems as though some safety measures can be implemented to help reduce crashes at these locations. Most of the reports involve crashes in which a vehicle was rear ended while stopped or slowing to make a turn into a driveway or side street in addition to vehicles exiting side streets or driveways and colliding with vehicles on the main roadway. Below are a few relatively low-cost safety measures that can be installed to help reduce the number of crashes.

- Access management techniques such as driveway closures or the installation of curbs should be implemented to reduce the open road frontage and number of driveways along SR 12 between Harris Street and Forrest Street, along Frey Street west of Oak Street, along SR 12 between Mulberry and Jefferson Street, and SR 49 (Cumberland Street) between Park Street and SR 12.
- Install retro-reflective material on objects within the clear zone of the roadway including on utility poles, lamp posts, and mailboxes.
- Install side road warning signs on the main roadway to warn drivers that vehicles may be entering the roadway or slowing to turn onto the side road.
- Delineate culverts along SR 49, SR 12, and SR 49 with object marker signs.
- Ensure faded roadway striping is refreshed including centerline, edge lines and stop bars.
- Replace existing regulatory and warning signs that are faded and lost their retro-reflectivity.

# Crash Analysis





# RECOMMENDATIONS ③



# COMMUNITY OUTREACH

Community involvement and input is crucial to the success of any planning process. It guides the project team in understanding the desires of city officials and citizens. It allows citizens to have a voice in shaping the future of the community, giving the project team the ability to discover concerns that may not be readily apparent from field visits, crash reports, or traffic analysis. The outreach event broadened the project team's understanding of Ashland City and the surrounding area as well as the project limits. These findings led to the identification of the route recommendations identified later on in this chapter.

## Project Kickoff & Steering Committee Meeting

To help establish the goals, objectives, and the overall direction of the Ashland City Community Mobility Plan, the project team met with Town staff and TDOT. This meeting helped establish the project time frame, determine what information was crucial to gather from the community, and what contextual information regarding the existing bicycle, pedestrian and roadway network was important to gather and analyze. After the meeting, the design team conducted a field visit with the Town and TDOT staff to review vehicular, pedestrian and bicycle conflicts, infrastructure conditions, and safety issues. This helped the design team begin the analysis process and preliminary route recommendations that ultimately were shown in the community meeting.

## Community Meeting

The community meeting, held at the Ashland City municipal building, focused on gathering information from Ashland City residents based on existing conditions and proposed improvements. The project team showcased potential bicycle, pedestrian, and roadway improvements and asked for resident input on preferred design scenarios and priorities. A series of exercises were conducted with meeting attendees to help the design team better understand needs of residents and additional safety issues around schools, parks, and other routes around the Town.



## Exercise #1 - What Makes a Great Place?

Featuring three boards of streetscape images collected from across the country, the "What Makes a Place Great?" exercise provided a setting where participants could place stickers on images that they felt were great places to visit, experience, live, work, and play. Without having to provide a written verbal explanation, they were able to respond to the visual cues and aesthetics in the photographs. The images below represent the four most popular choices during the exercise.

Based on the photos that were chosen, it is clear that Ashland City residents are passionate about implementing a variety of transportation options, reliable pedestrian networks, and a sense of place in the downtown core.





# COMMUNITY OUTREACH

## Exercise #2 - Priority Pyramid

This exercise allowed participants to prioritize a list of planning themes as shown on the following page. Each participant received a board displaying a pyramid and eight cards representing a destination within the Ashland City community. They were challenged to place the themed cards on the pyramid based on the destination’s importance to them, the top being the most important. The project team collected the pyramids and placed them in view of participants for discussion.

### Transportation Destination Priorities



#1  
PRIORITY



#2  
PRIORITY



#3  
PRIORITY

### Results

#### Pedestrian Priorities

Enabling residents to provide their feedback during the public meeting was essential to understanding their needs and desires in relation to important connections in the City. Through the priority pyramid exercise, the design team discovered the high importance of transportation connectivity to downtown, places of employment, and parks and open space. This feedback helped the design team recommend necessary and appropriate transportation connections throughout the Town of Ashland City. Additionally, sidewalk was requested to be proposed on Stratton Boulevard.



## EXERCISE

One of the biggest benefits of providing alternative modes of transportation, such as walking and bicycling, is creating a healthy environment for residents and visitors.



## PARKS AND OPEN SPACE

Throughout Ashland City, parks and open space provide places of recreation and solitude. Special attention was made to parks and open space connectivity based on the strong priority comments from residents.



## PLACES OF WORSHIP

There are several places of worship within the Community Mobility Plan area of study. In addition, it was noted during the public meeting that these connections are important and should be included.



## EDUCATION

Providing safe and reliable connectivity to and from schools for children is vital to creating a strong pedestrian and bicycle network. These projects are typically of highest priority for cities, and Ashland City is no exception. Both City staff and Ashland City residents expressed the importance for these connections.



## RETAIL

Retail opportunities are present within the study area that are close in proximity to residential neighborhoods. Providing access to and from these places of business are important to allow residents a safe, alternative mode of transportation to coffee shops, grocers, restaurants, and more.



## DOWNTOWN

Ashland City's downtown district is continuing to change and grow, making it important for multimodal connections to be created to and from it's shops, restaurants, and public spaces.



## NEIGHBORHOOD

There are several neighborhoods within the area of study. Connecting these residences, especially school children to schools, parks, businesses and public spaces should be considered and implemented.



## EMPLOYMENT

Considering bicycle and pedestrian connections to places of employment is sometimes overlooked, but a large number of people utilize non-motorized transportation to get to and from work.

## CASE STUDIES

As the design team conducted site visits and analyzed the pedestrian connectivity needs and desires of the Ashland City community, the team also looked at similar studies, helping them to visualize the purpose and intent of the Ashland City Community Mobility Plan.

### Waynesboro Corridor Study - 2016

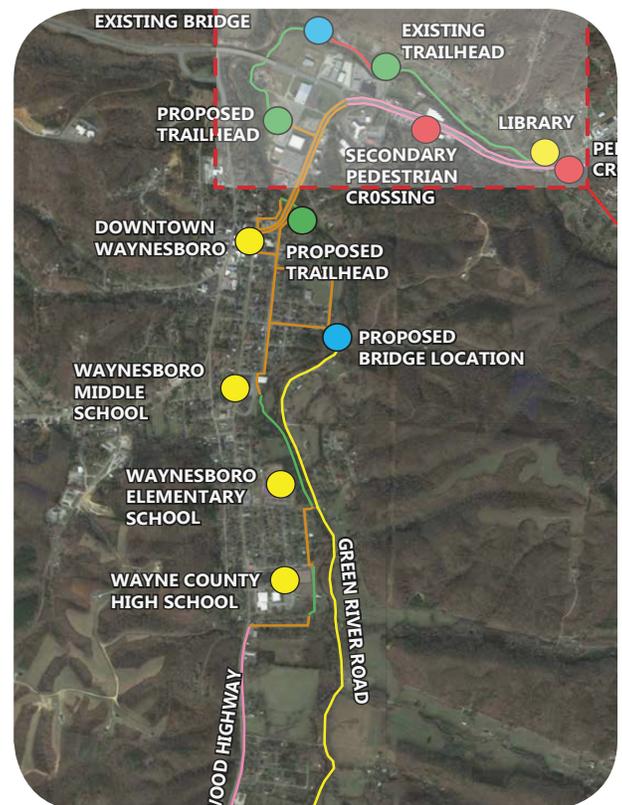
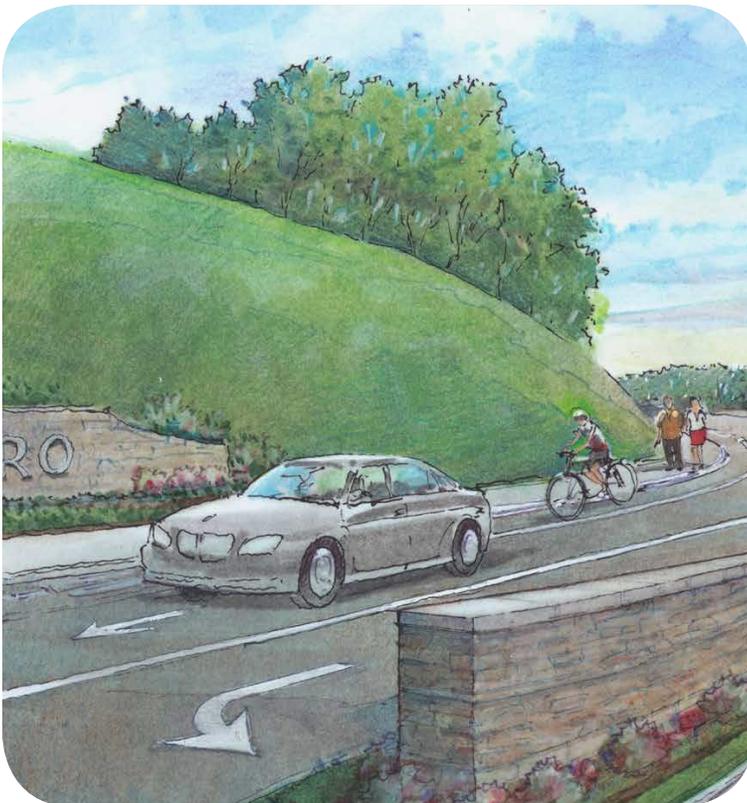
A corridor study was completed in 2016 for the City of Waynesboro that focused on improving pedestrian and vehicular conditions along Dexter L. Woods Memorial Boulevard, while also looking at citywide bicycle and pedestrian networks, trailhead opportunities, and neighborhood sidewalk concepts.

The Waynesboro community has seen little development and growth over recent years. Due to this trend, as well as health concerns of the community, it was Waynesboro's desire to establish a vision to aid the promotion of economic development, safety and health throughout the Waynesboro community. Wayne County ranks below the U.S. average and Tennessee average in several key health categories, including adult smoking, adult obesity and physical inactivity.

This was a cause for concern among residents and public officials within the City of Waynesboro. The recommended implementation strategies, when constructed, will provide pedestrian safety, promote economic vitality, and increase the health of individuals throughout the community.

#### Recommended Improvements:

- Implement new greenway connections to downtown Waynesboro, City Park, local schools and the community Sportsplex
- Improve sidewalk network from Dexter L. Woods Memorial Boulevard to downtown Waynesboro
- Introduce bike lanes and implement a "road diet" on Dexter L. Woods Memorial Boulevard
- Provide pedestrian "safe zone crossings" along Dexter L. Woods Memorial Boulevard while improving inner neighborhoods sidewalk systems to link important destinations

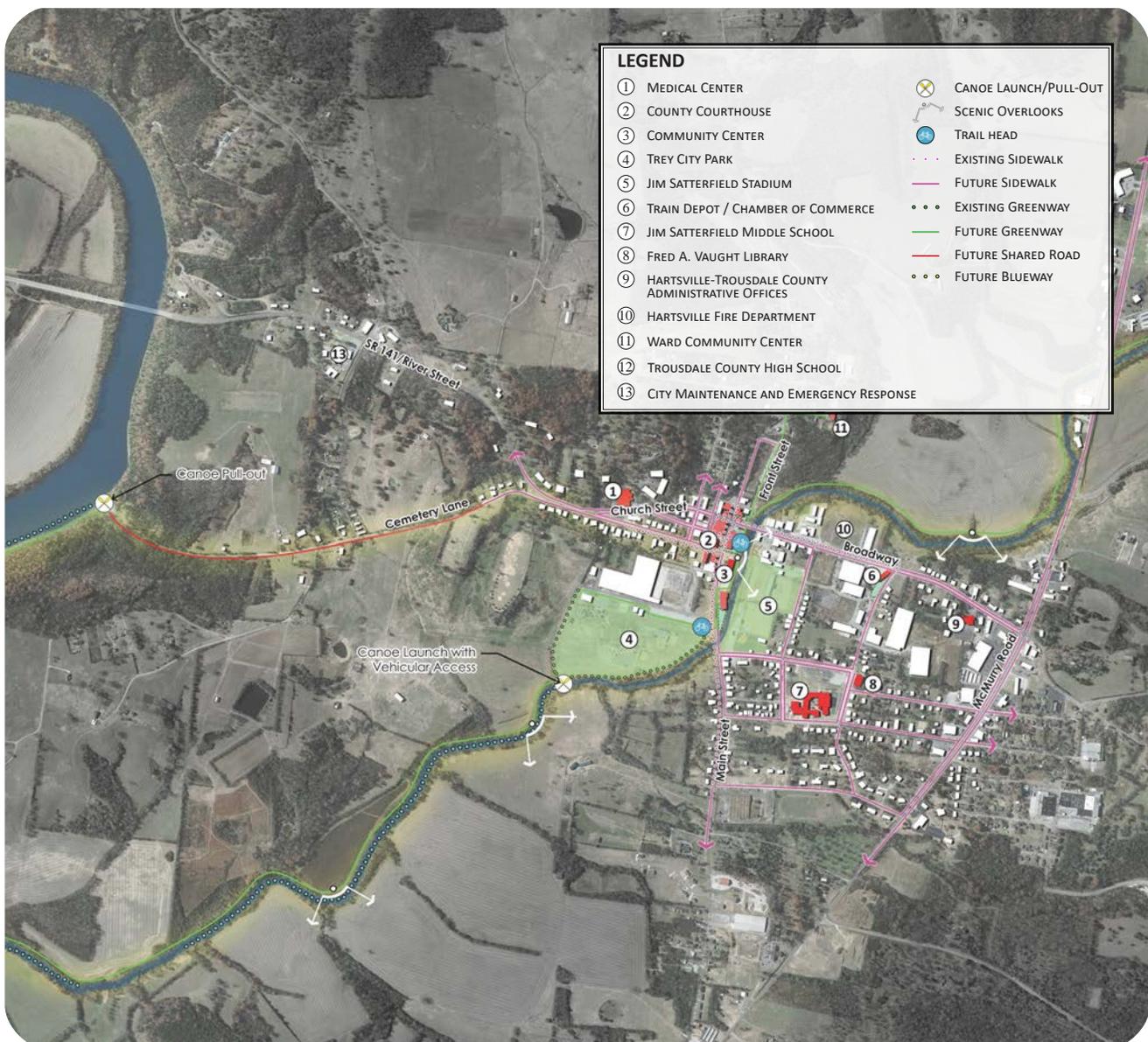


## Hartsville Connectivity Plan - 2017

A connectivity plan analyzes a community's alternative modes of transportation and generates a plan that works to link and connect the network with the inclusion of new trails and routes. Connectivity plans are often used to inspire the use of multi-modal transportation options for work and recreation, while leading the community to take an active approach to health and fitness.

The connectivity plan for Hartsville, as shown on the following page, depicts the network of existing sidewalks and greenways paired with future connections to blueways, new sidewalks, greenway trails, and shared streets. The plan strives to build a network of connectivity around Downtown Hartsville, connecting the community's resources together and allowing them to be more accessible to its residents. In addition to downtown circulation, the plan also connects downtown to the Cumberland River through a series of greenways and blueways running with Little Goose Creek. The greenway trail would also provide many opportunities for scenic overlooks along the trail.

Resource: Hartsville Connectivity Plan; Kimley-Horn. 2017



# PROPOSED IMPROVEMENTS

## Upgrading Facilities

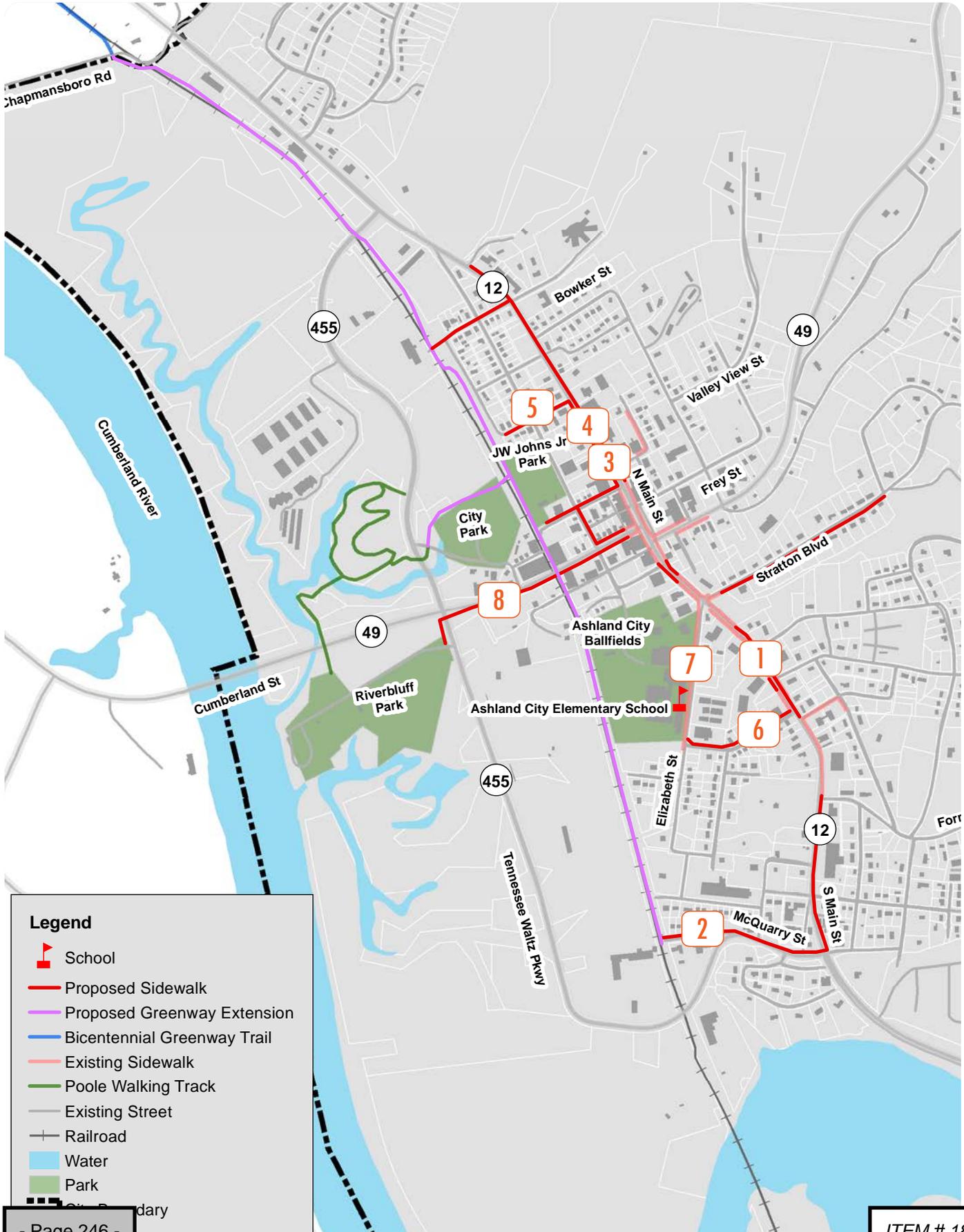
Providing safe and accessible bicycle and pedestrian facilities for residents and visitors is vital to the livability of any community. Those individuals that rely on facilities that follow the American Disabilities Act (ADA) must be taken into consideration when planning city-wide bicycle and pedestrian connections. There is a demand for ADA facilities in Ashland City that must be addressed in order to give everyone an equal opportunity to safely access public buildings and areas throughout Ashland City. In addition to the following proposed bicycle and pedestrian facilities, the City must review all existing sidewalks and shared-use paths to ensure they comply with ADA. Doing so will heighten the overall accessibility and enjoyment of public spaces that Ashland City has to offer.

The following is a list of projects that was developed to address safety concerns, traffic congestion, connectivity, and alternative modes of transportation. These recommended improvements are a result of the traffic and safety analysis, field observations of existing infrastructure, Town staff and public input, and future needs as the Town continues to grow. The proposed projects are divided into short-term and long-term implementation. Short-term are projects that can be completed within a three to five-year timeframe depending on the availability of funding, time to design, constructability, and phasing. Long-term are projects that would generally take longer to design and construct due to right-of-way issues or funding. These long-term projects would likely take at least five years to complete.

## Pedestrian Facilities - Short-Term

1. South Main Street (SR 12) Sidewalks Phase I – From just south of Forrest Street to Chestnut Street, this project will construct new sidewalk and reconstruct existing sidewalk along the northbound shoulder of SR 12. This will provide a connection from downtown to the shopping center located just north of Elm Street.
2. South Main Street (SR 12) Sidewalks Phase II – New sidewalk along the northbound shoulder of SR 12 from McQuarry Street to connect with Phase I just south of Forrest Street. Additionally, with the proposed signal at McQuarry Street, this project will install a crosswalk across SR 12 and sidewalk along McQuarry Street to where McQuarry ends at the abandoned railroad. This will connect to a proposed future extension of the Cumberland River Bicentennial Trail. *(See image next page)*
3. North Main Street (SR 12) Sidewalks Phase I – New sidewalk along the northbound shoulder of SR 12 from Mulberry Street to north of Pemberton Drive.
4. North Main Street (SR 12) Sidewalks Phase II – New Sidewalk along the southbound shoulder of SR 12 from Mulberry Street to Pemberton Drive with a crosswalk across SR 12 at Pemberton Drive, Jefferson Street, and Mulberry Street.
5. Main Street Connectors – New Sidewalk along Pemberton Drive, Jefferson Street and Mulberry Streets to connect North Main Street to Riverbluff Park with pedestrian signals installed at the intersection of SR 455 and SR 49 (Cumberland Street).
6. Low Street Connector – New sidewalks along the westbound shoulder of Low Street to connect SR 12 with Elizabeth Street. This project would also include an updated crosswalk at the intersection of Low Street and SR 12.
7. Elizabeth Street Sidewalk Reconstruction – Replace the existing sidewalk along the southbound shoulder of Elizabeth Street from Main Street to Low Street.
8. Cumberland Street Sidewalk – New Sidewalk along SR 49 (Cumberland Street) from SR 12 to Tennessee Waltz Parkway.

# Pedestrian Facilities



**Legend**

-  School
-  Proposed Sidewalk
-  Proposed Greenway Extension
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

# PROPOSED IMPROVEMENTS

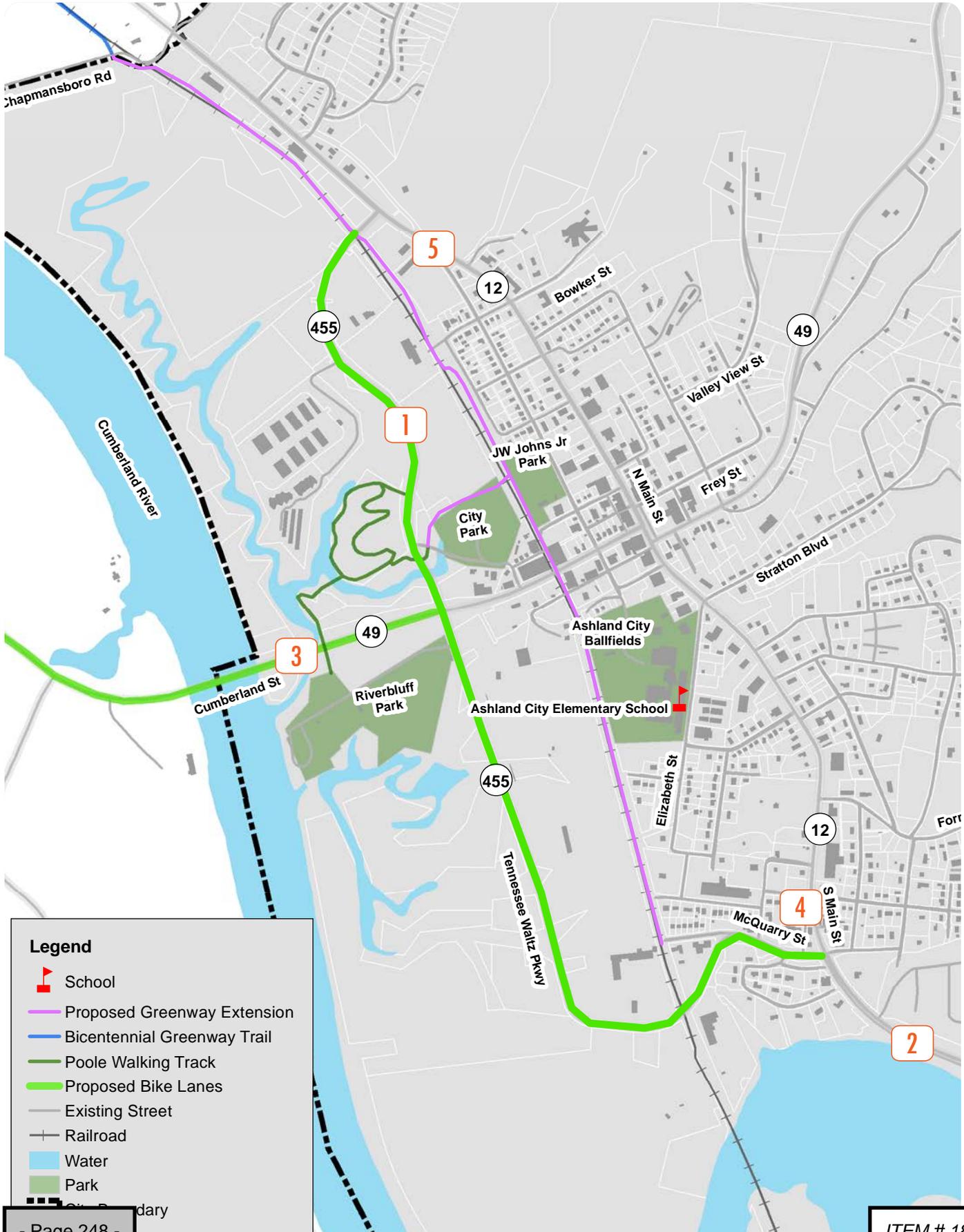
## Bicycle Facilities & Roadway Improvements - Short-Term

1. SR 455 Bike Lanes – Sign and stripe bike lanes along the northern portion of SR 455 from SR 49 (Cumberland Street) to SR 12.
2. SR 12 Bike Lanes – Sign and stripe bike lanes along the existing paved shoulders of SR 12 from the Davidson County line to just south of McQuarry Street.
3. SR 49 Bike Lanes – Sign and stripe bike lanes along the existing paved shoulders of SR 49 from SR 455 to just west of SR 249 (River Road).
4. Harris Street One-Way Conversion – Convert Harris Street to one-way southbound to eliminate conflict points at the intersection of SR 12, Elm Street, and Harris Street.
5. Vine Street Realignment – Convert the intersection of SR 12 and Vine Street from a skewed angle to 90 degrees to allow for better sight distance for drivers on Vine Street.



South Main Street (SR 12) Sidewalks Phase II

# Bicycle & Roadway





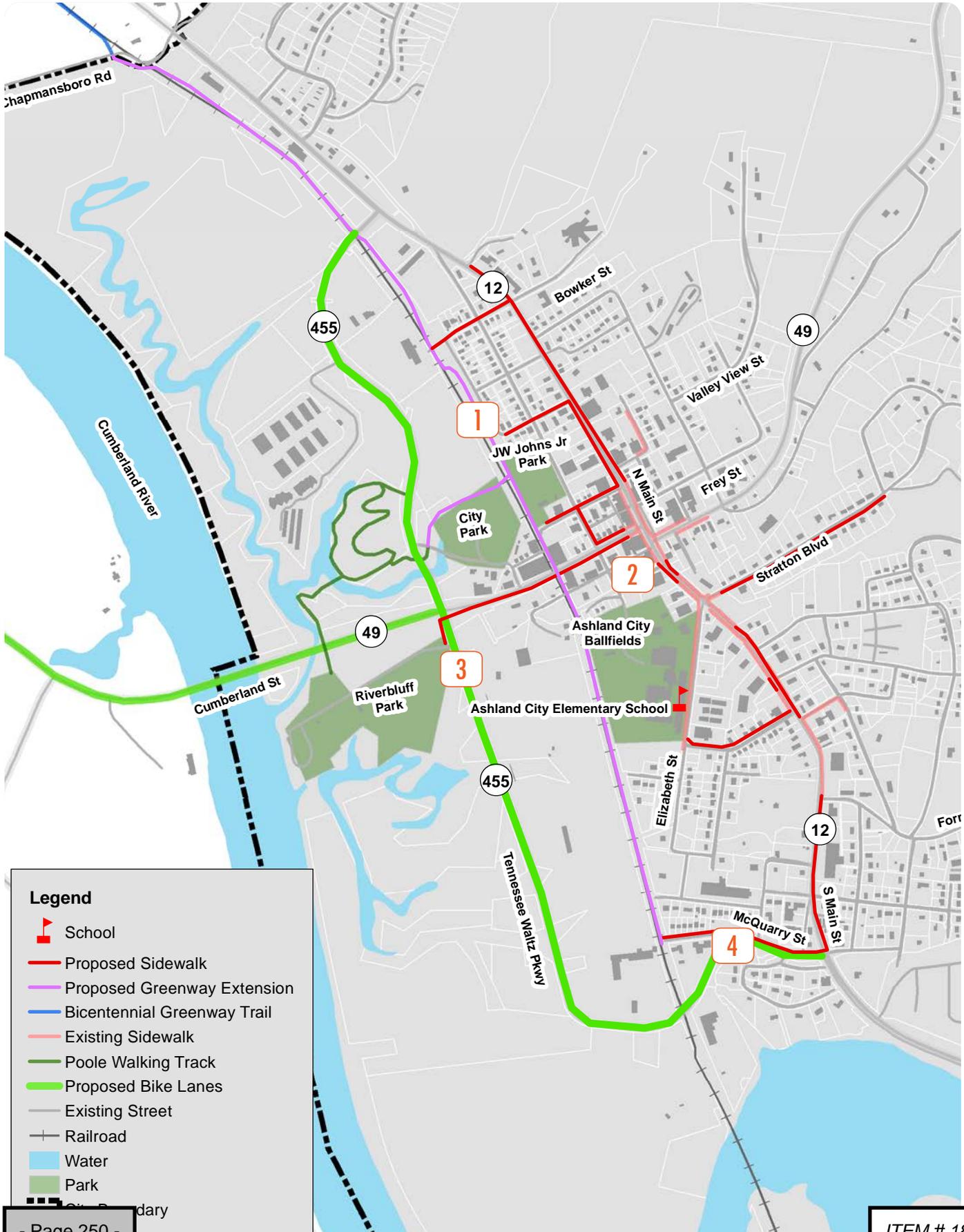
# PROPOSED IMPROVEMENTS

## Long-Term Bicycle Facilities & Roadway Improvements

1. Bicentennial Trail Extension – Extend the Bicentennial trail from its current terminus near Chapmansboro Road along the abandoned railroad corridor to McQuarry Street south of downtown Ashland City. *(See image below)*
2. SR 49 Realignment – Realign SR 49 just south of the current alignment through downtown Ashland City from approximately SR 455 to approximately Oak Street. This improvement will remove the offset intersection that exists between SR 12 and SR 49.
3. SR 455 Paved Shoulders – Add eight- to ten-foot paved shoulders along SR 455 south of SR 49 to SR 12 to match the cross section of the northern section. This will allow the inclusion of bike lanes along this section.
4. SR 455/McQuarry Street Realignment – Lengthen the horizontal radius of the curve along McQuarry Street and SR 455 near Adkisson Street to improve sight distance and reduce the sharpness of the existing curve. Realign the intersection of the existing skewed intersection at McQuarry Street to 90-degrees.



# Long-Term Projects



**Legend**

-  School
-  Proposed Sidewalk
-  Proposed Greenway Extension
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Proposed Bike Lanes
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

# PROPOSED IMPROVEMENTS

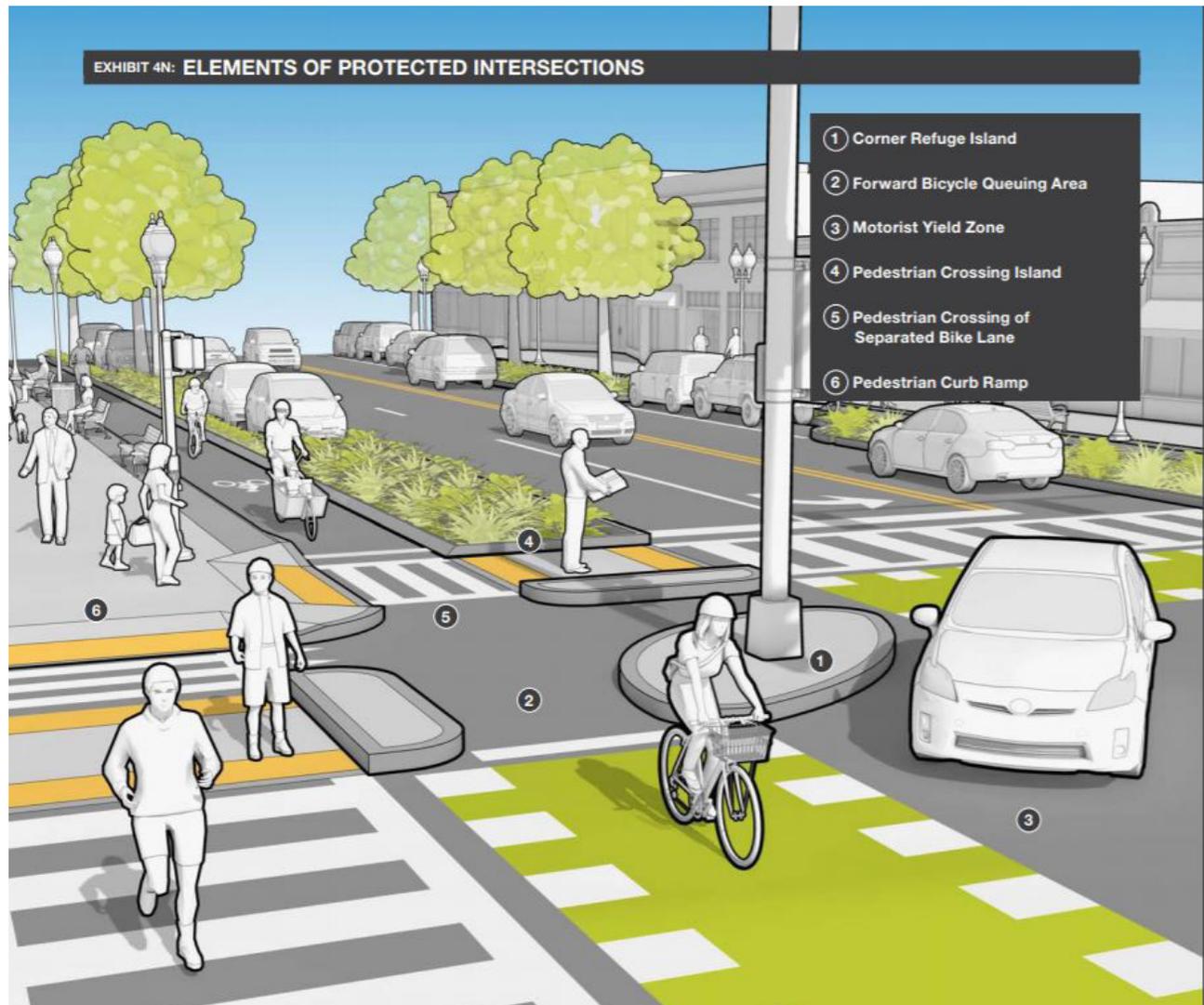
## Citywide Connectivity

Joining all of the proposed improvement maps and analyzing them together provides a look at the holistic network of connections throughout the City. It is important the City understands that in order for the network to operate most efficiently, both facility types must be built. The implementation plan, as shown on page 50, helps put these projects on a timeline to make it easy to see what steps need to take place.

## Integrating Facilities

Ensuring the integration of facility types throughout the City is vital to providing a reliable and safe transportation network. In addition to making important connections to get users from point A to point B, the use of protected intersections should be considered when planning for future facilities to create safe interchanges between vehicular, bicycle, and pedestrian travel. The image below shows the typical elements of a protected intersection, which help provide safer movements for all modes of transportation. Protected intersections increase visibility and promote predictability of movement for each user group.

Source: MassDOT Separated Bike Lane Planning and Design Guidelines, 2015



# All Facilities

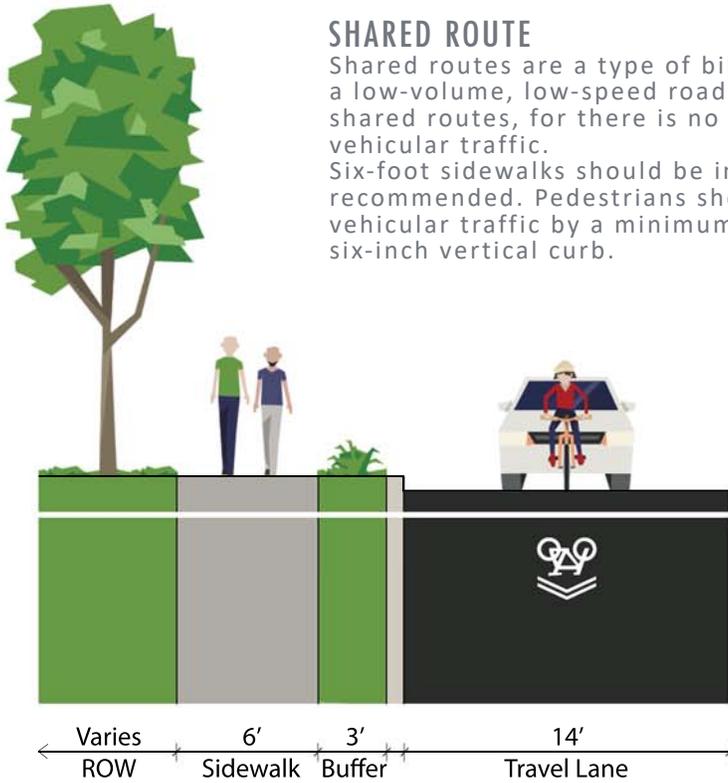


**Legend**

-  School
-  Proposed Sidewalk
-  Proposed Greenway Extension
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Proposed Bike Lanes
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

## FACILITY TYPES

When planning the implementation of public bike facilities, there are important elements to consider to ensure they are designed for all ages and abilities. Vehicular speeds and volumes, operational uses, and sensitivity to vehicular-pedestrian conflict areas are vital to the safety and overall functionality of the bikeway network. The following cross sections are considered best practices for walkways and bikeways. These sections are the minimum that should be attained in order for Ashland City to become a more walkable and bikeable community.



### SHARED ROUTE

Shared routes are a type of bikeway that are typically implemented on a low-volume, low-speed road. Signage and pavement markings indicate shared routes, for there is no separation between the bicyclist and vehicular traffic.

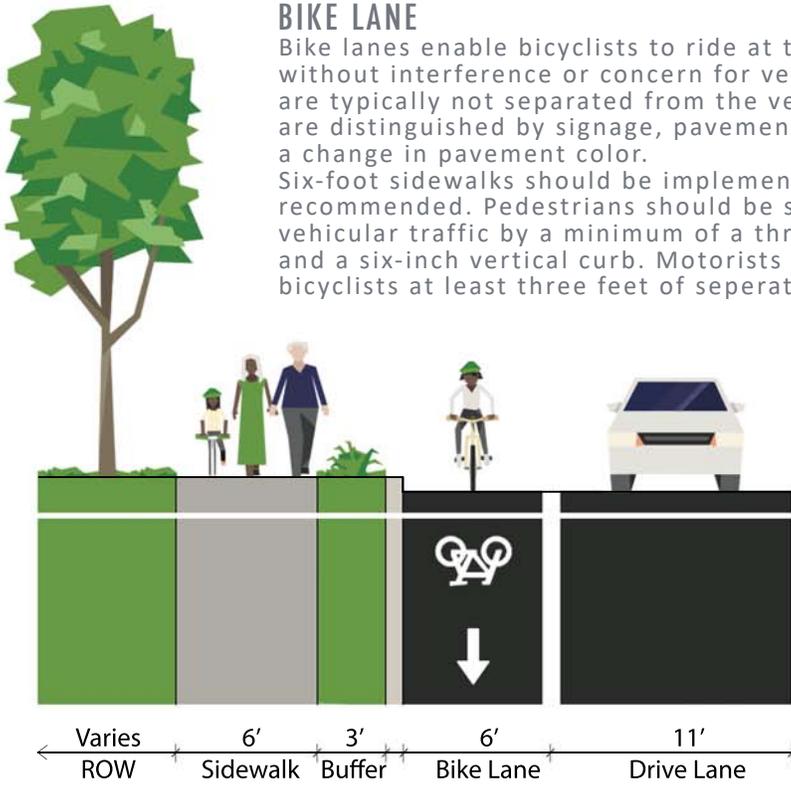
Six-foot sidewalks should be implemented where shared routes are recommended. Pedestrians should be separated from bicycle and vehicular traffic by a minimum of a three-foot landscaped buffer and a six-inch vertical curb.



### BIKE LANE

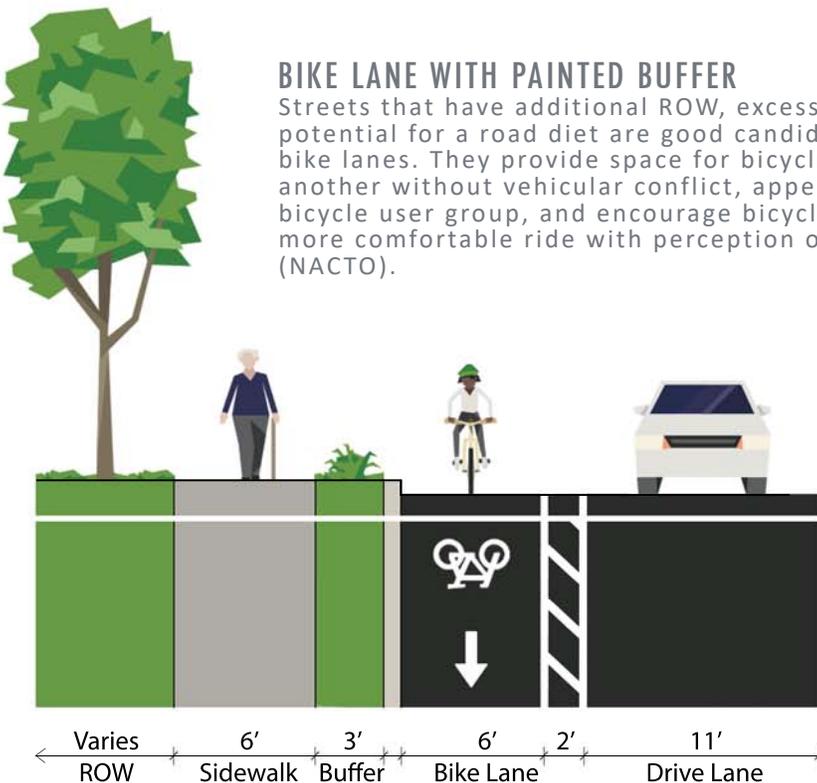
Bike lanes enable bicyclists to ride at their preferred speed without interference or concern for vehicular traffic. Bike lanes are typically not separated from the vehicular travel lane, and are distinguished by signage, pavement markings, and sometimes a change in pavement color.

Six-foot sidewalks should be implemented where bike lanes are recommended. Pedestrians should be separated from bicycle and vehicular traffic by a minimum of a three-foot landscaped buffer and a six-inch vertical curb. Motorists are required to provide bicyclists at least three feet of separation when passing.

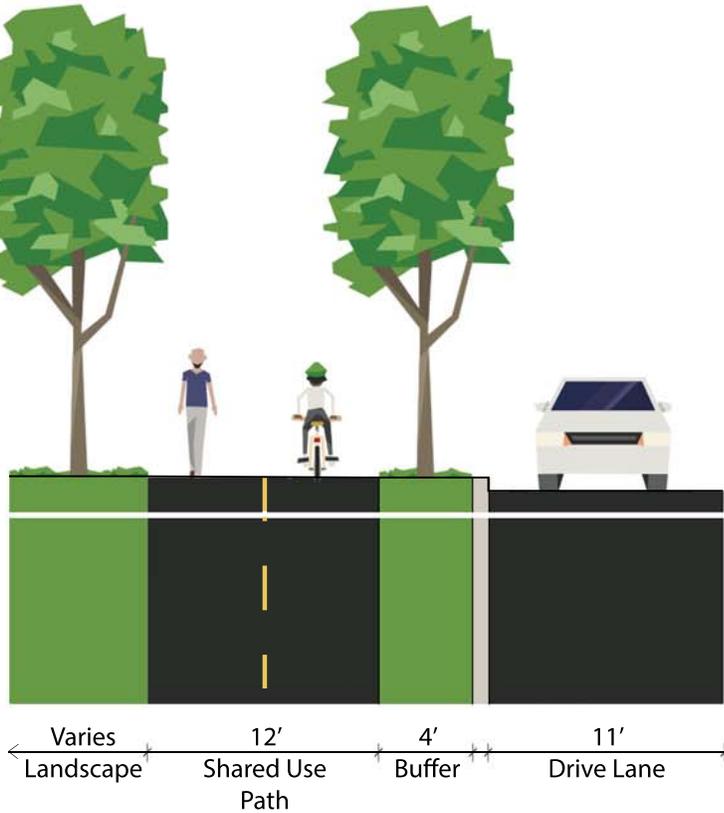


### BIKE LANE WITH PAINTED BUFFER

Streets that have additional ROW, excess parking, or potential for a road diet are good candidates for buffered bike lanes. They provide space for bicyclists to pass one another without vehicular conflict, appeal to a wider bicycle user group, and encourage bicycling by providing a more comfortable ride with perception of increased safety (NACTO).

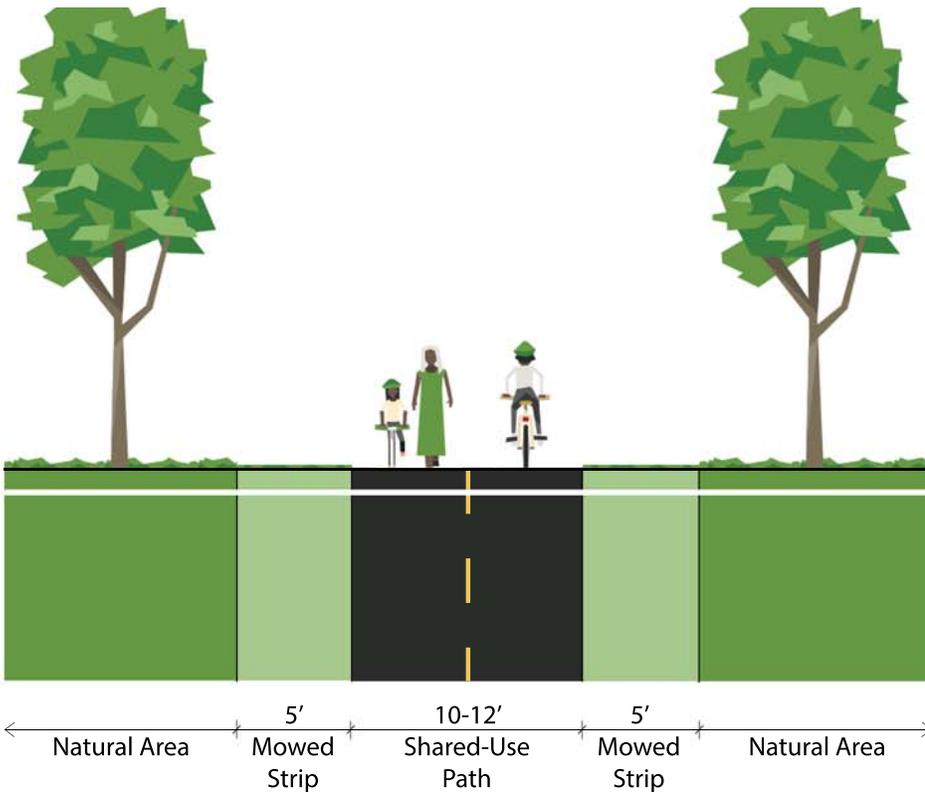


# FACILITY TYPES



## SHARED-USE PATH TWO-WAY

Shared-use paths are often used in rural and suburban areas adjacent to existing streets. These facilities provide a physical separation between the vehicular travel lanes with the use of landscape buffer and a vertical curb. Shared-use paths are best suited where there is little conflict with driveways, utility poles, and steep areas. These types of pathways are typically pleasing to the eye and provide a safe and comfortable ride for users.

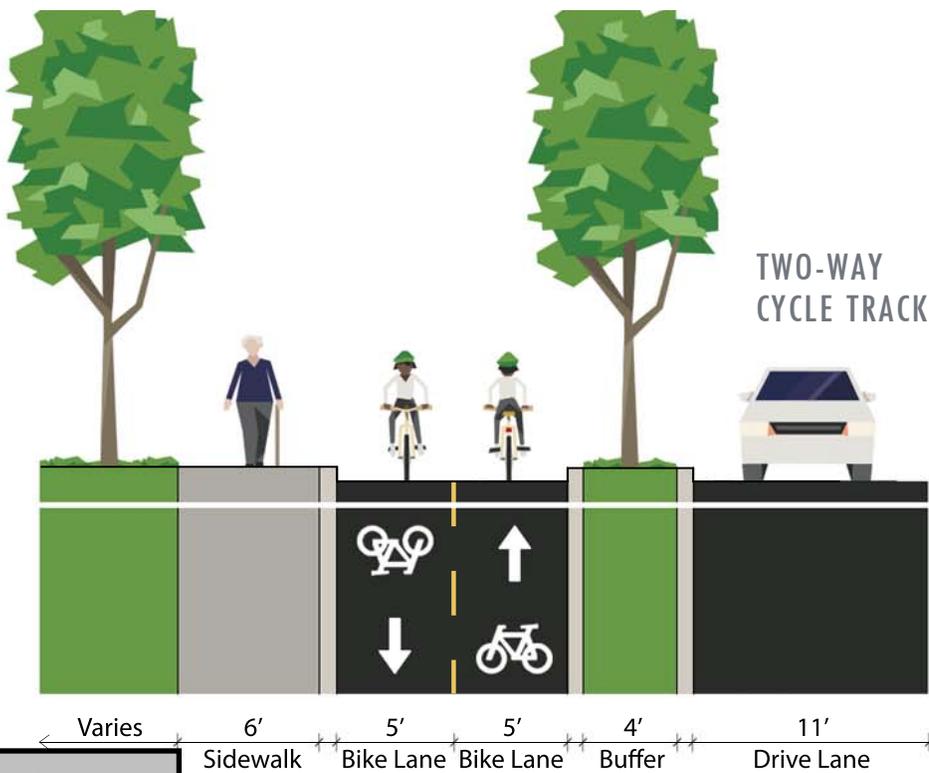
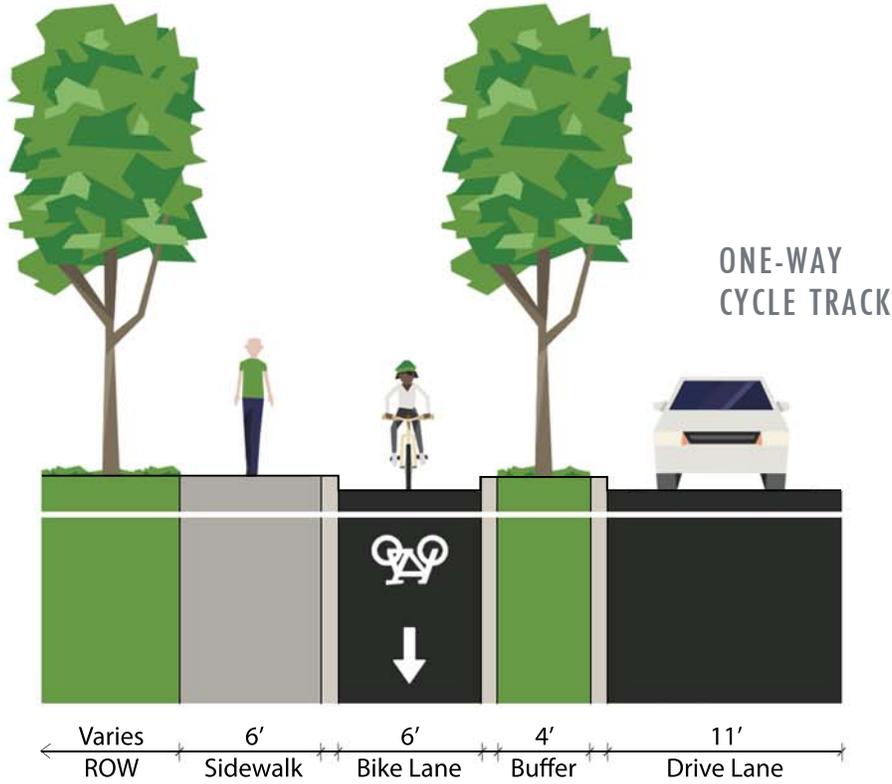


## PAVED SURFACE GREENWAY

Greenways may be the most important means of alternative transportation for all ages and abilities. Greenways are typically away from vehicular travel ways, traveling through open public space such as parks, natural areas, and abandoned railroad corridors. They appeal to families and casual bicyclists since there are usually very few interactions or conflicts with vehicles. Greenways are an excellent choice for areas of a city where the streets have little additional right-of-way or physical constraints for roadway facilities. A minimum of ten feet in width is recommended to allow users to pass one another comfortably. The five-foot mowed strip along each side minimizes maintenance and provides a clear and safe greenway.

## CYCLE TRACKS

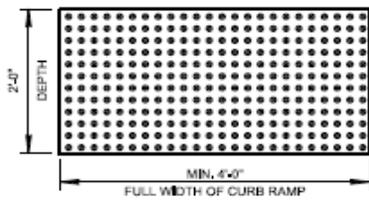
Separated bike lanes are bikeways that physically protect bicyclists from the vehicular travel lanes using a landscape buffer and vertical curb. It combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane (NACTO). Separated bike lanes can be one-way or two-way and have many benefits. They dedicate and protect space for bicyclists in order to improve perceived comfort and safety, generally provide overall low-implementation costs by making use of existing pavement and drainage, and are more attractive for bicyclists of all levels and ages.



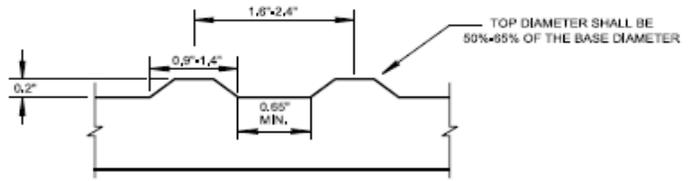


# DESIGN STANDARDS

Ashland City has developed an American with Disabilities (ADA) transition plan that evaluates all the sidewalks and curb ramps within the entire city to determine if they need to be improved to meet ADA standards. While the transition plan focuses on the entire city, this Community Mobility Plan focuses on improvements within the project limits that make important connections to trip generators and attractors. Below are examples of elements of pedestrian improvements that should be considered when planning, designing, and constructing roadway and sidewalk projects. Images are from TDOT standard drawings, the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Planning, Design and Operation of Pedestrian Facilities, The Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), and the U.S. Access Board's Public Right of Way Accessibility Guidelines (PROWAG).

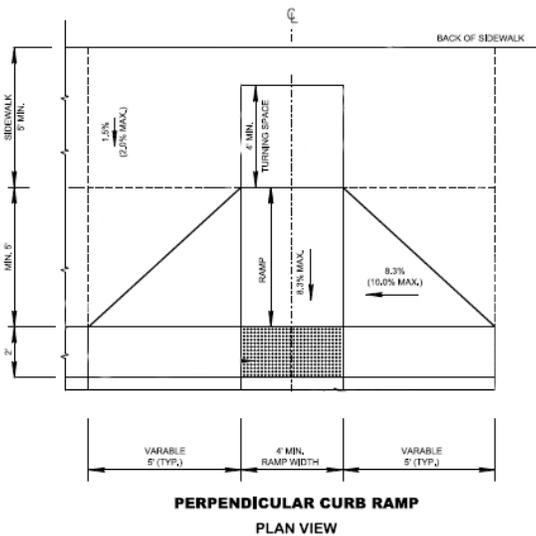


**DETECTABLE WARNING SURFACE DETAIL**

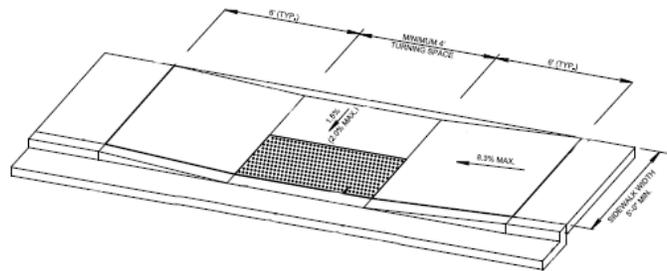


**DETECTABLE WARNING SURFACE ELEVATION VIEW (TYP.)**

Detectable warning surfaces are used to warn pedestrians with low or no vision that they are entering the street, railroad crossing, or transit stop/platform. The color of the surface must contrast visually with the adjacent ramp, gutter, sidewalk, or street.



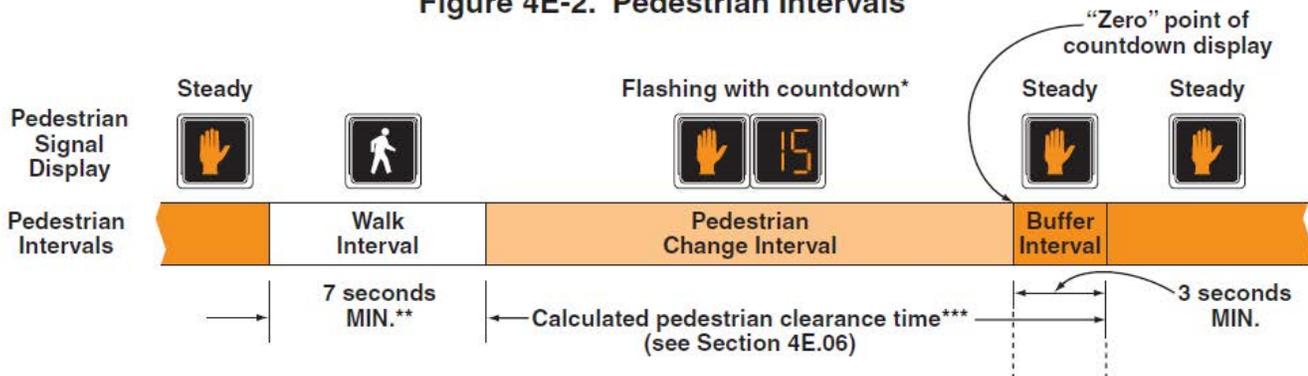
**PERPENDICULAR CURB RAMP PLAN VIEW**



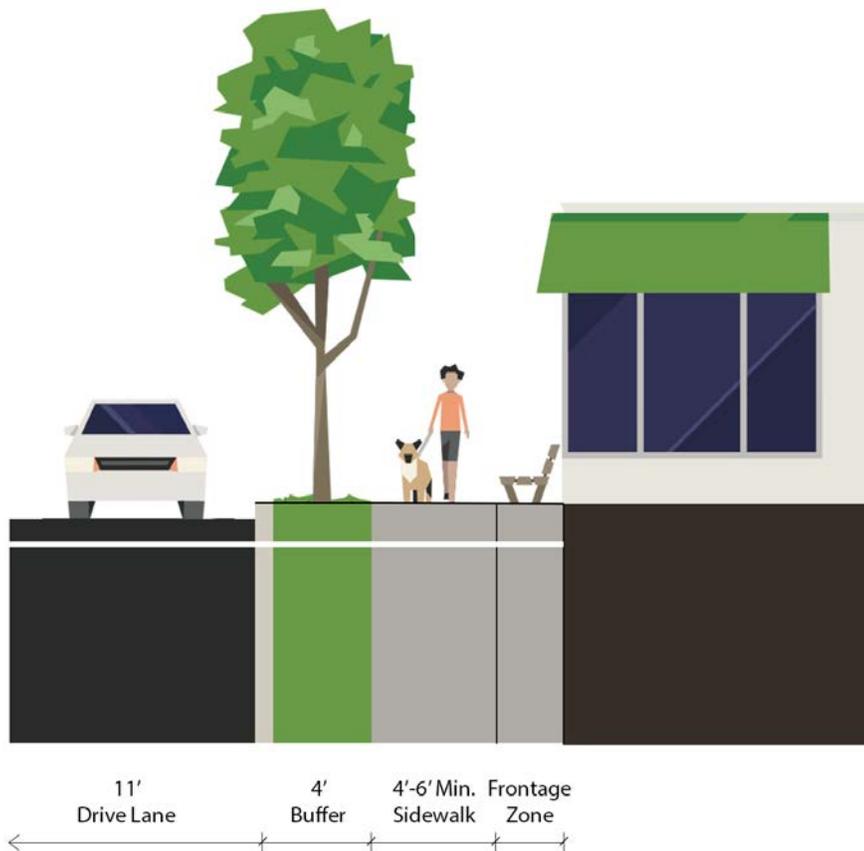
**PARALLEL CURB RAMP DETAIL**  
DIMENSIONS SHOWN ABOVE FOR 0% LONGITUDINAL ROADWAY GRADE

Depending on the geometry of the intersection, there are several types of curb ramps that can be used to allow pedestrians to cross a street. Perpendicular ramps work best when there is a grass strip between the sidewalk and the back of curb, and parallel ramps are best for sidewalk adjacent to the back of curb.

Figure 4E-2. Pedestrian Intervals



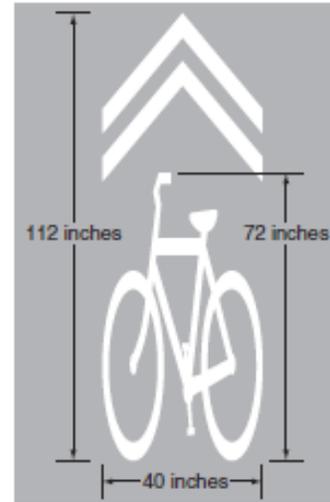
If pedestrian signals are installed at an intersection, they should include a countdown display to warn pedestrians how much time they have left to cross.



The pedestrian access route (sidewalk) should be at least four feet in width (preferably five to six feet) and kept clear of obstructions such as doors, table/benches, signs, and vegetation. The pedestrian access route is typically accompanied by a frontage zone adjacent to the building face, providing room for benches, cafe tables, lighting, and signage.

# DESIGN STANDARDS

Although some of the proposed bicycle recommendations may require the alteration or reconstruction of existing roadways, there are low-cost measures that can be implemented to improve the roadway environment for cyclists. The MUTCD provides a number of signs and pavement markings to alert drivers of the possibility of cyclists within or adjacent to the roadway. Those improvements include striping bike lanes on existing shoulders of at least four feet in width, installation of signs and pavement markings to inform drivers that they must allow space for cyclists within the travel way, and directional signs for cyclists along designated bike routes.



## Traffic Calming Measures

There are techniques that can be implemented to help calm traffic in key locations within the Town. The examples below are some of the most effective ways of reducing vehicle speed, automobile collisions and improve aesthetics.



### Neighborhood Traffic Circle

Advantages:

- Effective in reducing vehicle speed
- Can reduce severity of motor vehicle collisions
- Opportunity for landscape and improved aesthetics

Disadvantages:

- Difficult for left-turning emergency vehicles
- Possible need for right-of-way, depending on size of raised island
- Increased cost for maintenance of landscaping



### Chicane

Advantages:

- The change in vehicle movement slows traffic
- Well designed chicanes have a positive aesthetic value
- Opportunity for landscape and improved aesthetics

Disadvantages:

- Possibility of vehicles mounting the landscaping areas
- May interrupt driveway access to adjacent properties
- Increased cost for maintenance of landscaping



### Speed Table

Advantages:

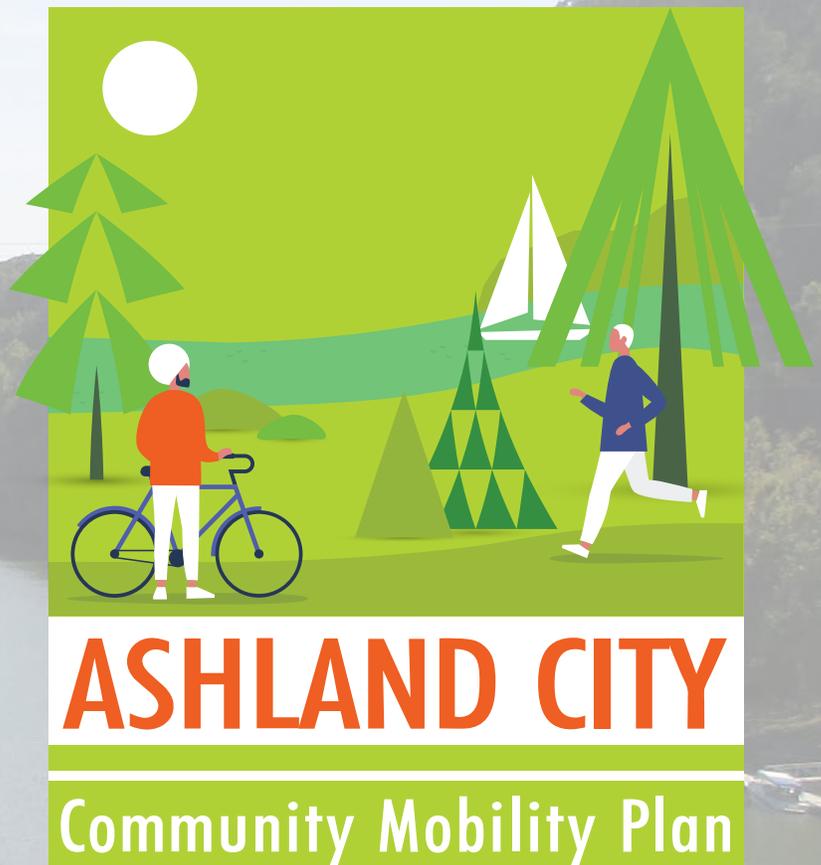
- Quicker response time for emergency vehicles than speed humps
- Effective in reducing vehicle speed
- Addition of brick or textured materials can improve aesthetics

Disadvantages:

- More expensive than speed humps
- Increases noise and air pollution in neighborhood
- May be damaged by snow plows



# CONCLUSIONS ④



# IMPLEMENTATION

## Community Partnership

The projects outlined in the route recommendation section of this report are considered the most important projects for Ashland City. The following project list narrows the list of recommended projects and presents them in order of implementation based on input from Ashland City staff and the public meeting as well as field observations, engineering judgment, and cost analysis. Information such as estimated costs and timeframe are provided for these priority projects to assist the City in planning and budgeting. The timeframe for implementation includes short-term (zero to three years), mid-term (three to ten years), and long-term (more than ten years). While the Ashland City Bicycle and Pedestrian Master Plan represents the contribution of the City staff and local community, successfully implementing the recommended projects will require cooperation among government entities, stakeholders, private developers, and people that live, work and visit the Town.



- P1. South Main Street (SR 12) Sidewalks Phase I**  
**Project Limits:** Just south of Forrest Street to Chestnut Street  
**Project Cost:** \$1M



- P2. North Main Street (SR 12) Sidewalks Phase I**  
**Project Limits:** SR 12 from McQuarry Street to just south of Forrest Street  
**Project Cost:** \$1.1M



- P3. South Main Street (SR 12) Sidewalks Phase II**  
**Project Limits:** SR 12 from just south of Forrest Street to McQuarry and along McQuarry toward the proposed Cumberland River Bicentennial Trail Extension  
**Project Cost:** \$1.5M



- P4. North Main Street (SR 12) Sidewalks Phase II**  
**Project Limits:** SR 12 from Mulberry Street to Pemberton Drive  
**Project Cost:** \$1.2M



- P5. Cumberland Street Sidewalk**  
**Project Limits:** SR 49 (Cumberland Street) from SR 12 to Tennessee Waltz Parkway  
**Project Cost:** \$1.5M



- B1. SR 49 Bike Lanes**  
**Project Limits:** SR 49 from SR 455 to just west of SR 249 (River Road)  
**Project Cost:** Included in the next TDOT repaving project



- B2. SR 455 Bike Lanes**  
**Project Limits:** SR 455 from SR 49 (Cumberland Street) to SR 12  
**Project Cost:** Included in the next TDOT repaving project

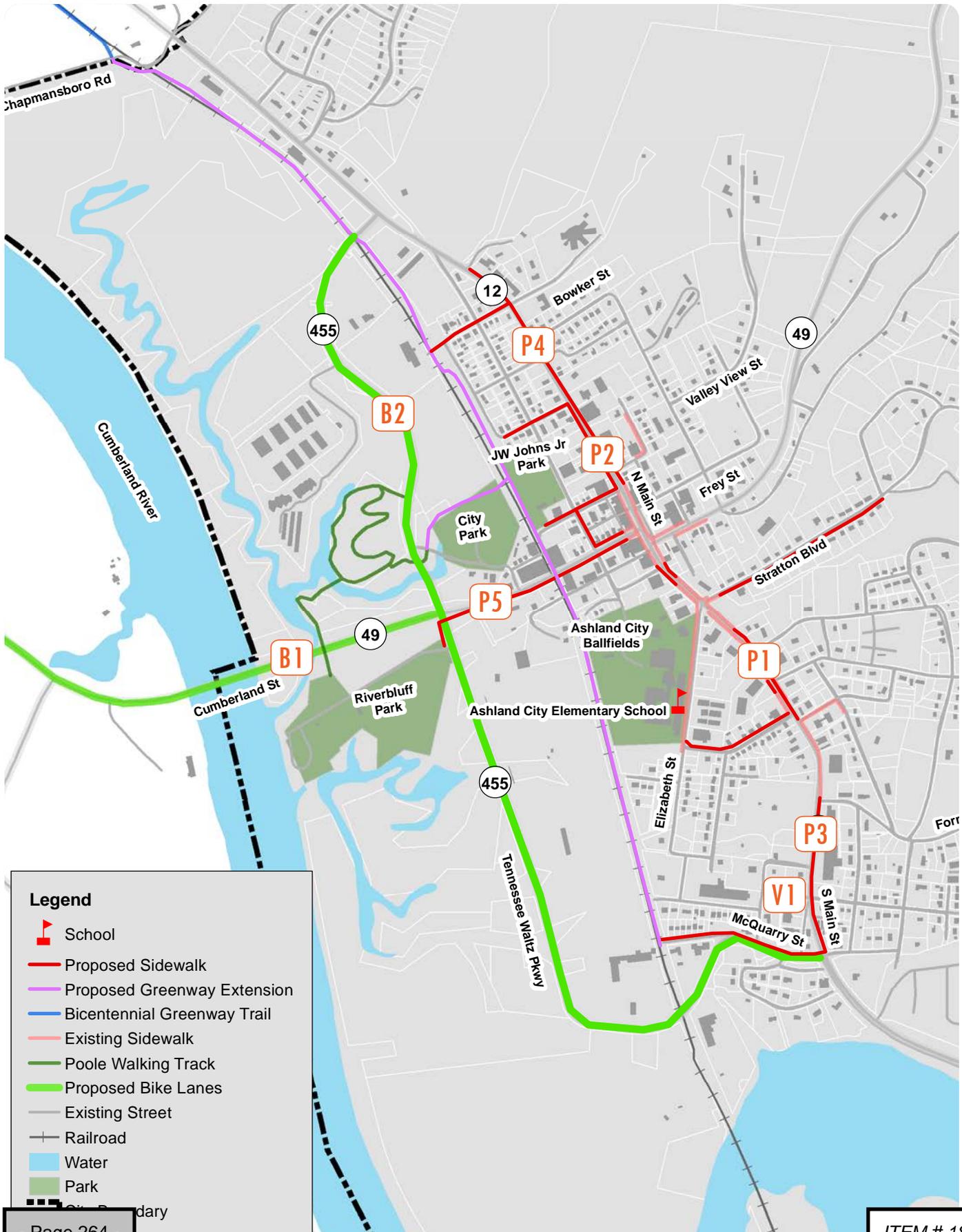


- V1. Harris Street Realignment**  
**Project Limits:** Intersection of SR 12 and Harris Street and Elm Street  
**Project Cost:** \$15K



Riverbluff Park

# Priority Projects



**Legend**

-  School
-  Proposed Sidewalk
-  Proposed Greenway Extension
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Proposed Bike Lanes
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary



# FUNDING OPPORTUNITIES

## Funding Mechanisms

The recommendations from the Ashland City Bicycle and Pedestrian Master Plan will not be implemented through a single source, but a combination of multiple sources, including all or some of the following. The appropriate funding sources will depend on the project type and location.

- Public/Private Investment and Partnerships
- Ashland City Capitol Improvement Projects
- Grant Opportunities
- Imposing an Additional Tax

## Public/Private Investment and Partnerships

Public/private partnership is a popular source for funding of parks, trails, and other recreational facilities. These partnerships can result in significant positive outcomes by bringing revenue, labor, and other resources for projects. Some typical examples of funding partnerships include park or amenity sponsorship, trail segment adoption, and organization-driven fundraisers. While these partnerships sometimes result in the investment in the parks and recreation system, they can also include shared-use or greenway facilities.

## Ashland City Capitol Improvement Projects

Ashland City should continue planning at least five years out for future infrastructure enhancement projects that help with the safety and efficiency of bicycle and pedestrian transportation.

## Grant Opportunities

In addition to self and private funding or partnership agreements, Ashland City can pursue a variety of local, state and federal grant options that best fit their needs based on project and location. Current grant options are highlighted on the following page, and the City should take advantage of these opportunities to help build better bicycle and pedestrian facilities.

## Imposing Additional Taxes or Fees

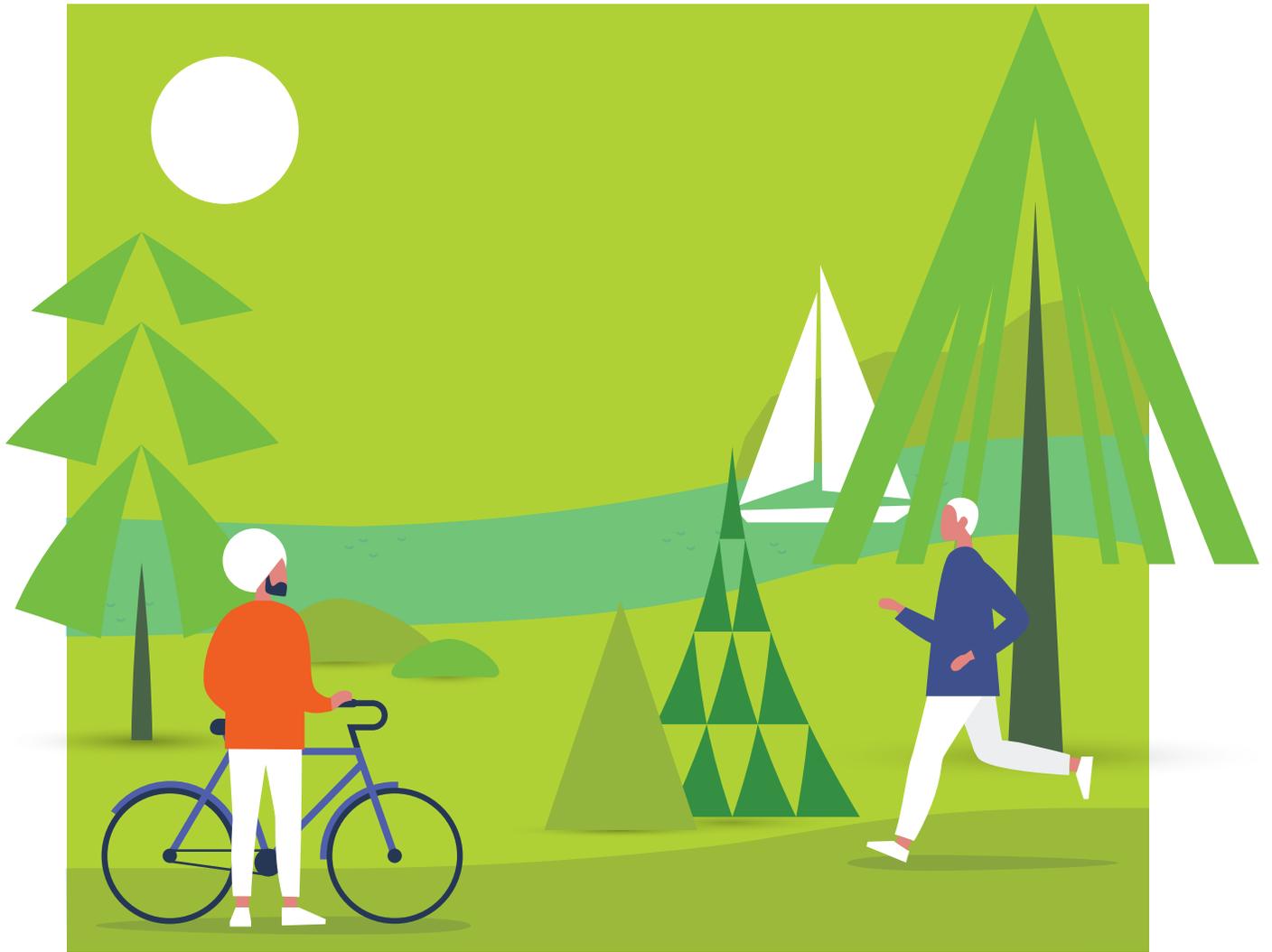
Another way the City could be increasing funds to help build bicycle and pedestrian infrastructure is imposing additional taxes and fees. These could include park or facility fees, utility-type fees, solid waste fees, and food and beverage tax. Adding new or increasing fees can help improve Ashland City's operational cost-recovery. Operational cost recovery is calculated by dividing total non-tax revenue by total operational expense. The operational cost recovery is a critical performance indicator that measures how well each department's revenue generation covers the total cost of operations. Increasing the City's cost recovery ultimately means more money the City can put back into its infrastructure, potentially improving bicycle and pedestrian infrastructure.



Ashland City Municipal Building

# GRANT OPPORTUNITIES

<p><b>Multimodal Access Grant</b></p>	<ul style="list-style-type: none"> <li>▪ Pedestrian Crossings</li> <li>▪ Sidewalks</li> <li>▪ Bike Lanes</li> <li>▪ ADA Improvements</li> <li>▪ Pedestrian Lighting</li> <li>▪ Bus Shelters</li> <li>▪ Separated Bicycle Facilities</li> <li>▪ Park and Ride Facilities</li> <li>▪ Traffic Calming Measures</li> <li>▪ Utility Relocation</li> </ul>
<p><b>Surface Transportation Block (STBG)</b></p>	<ul style="list-style-type: none"> <li>▪ Sidewalks</li> <li>▪ Shared-Use Paths</li> <li>▪ Safe Routes to School</li> <li>▪ Complete Streets</li> <li>▪ Bridge Enhancements</li> <li>▪ Tunnel Enhancements</li> </ul>
<p><b>Transportation Alternatives Program (TAP)</b></p>	<ul style="list-style-type: none"> <li>▪ Pedestrian Facilities</li> <li>▪ Shared-Use Paths</li> <li>▪ Bike Lanes</li> <li>▪ Safe Routes for Non-Drivers</li> <li>▪ Safe Routes to School</li> <li>▪ Historic Preservation</li> <li>▪ Sidewalks</li> <li>▪ Signage</li> <li>▪ Crosswalks</li> </ul>
<p><b>Recreational Trails Program (RTP)</b></p>	<ul style="list-style-type: none"> <li>▪ Hard/Natural Surface Trail</li> <li>▪ Shared-Use Paths</li> <li>▪ Land Acquisition</li> <li>▪ Maintenance</li> <li>▪ Trailheads</li> </ul>
<p><b>Bridge Replacement and Rehabilitation Program (BRR)</b></p>	<ul style="list-style-type: none"> <li>▪ Every two years, the Tennessee Department of Transportation inspects all bridges in the State using National Bridge Inspection Standards. Bridges with a rating of 15 tons or less are prioritized from worst to best and then added to either the rehabilitation list or the replacement list.</li> </ul>
<p><b>High Priority Project (HPP)</b></p>	<ul style="list-style-type: none"> <li>▪ This program provides designated funding to the state (HPP) and Local Agencies (HPP-L) for specific projects identified by Congress.</li> </ul>
<p><b>Highway Safety Improvement Program (HSIP)</b></p>	<ul style="list-style-type: none"> <li>▪ Signage Improvements</li> <li>▪ Roadway Re-striping</li> <li>▪ Intersection Enhancements</li> </ul>
<p><b>Local Parks and Recreation Fund (LPRF)</b></p>	<ul style="list-style-type: none"> <li>▪ Land Acquisition</li> <li>▪ Indoor/Outdoor Recreational Facilities</li> <li>▪ Trail Development</li> </ul>



# ASHLAND CITY

## Community Mobility Plan