

11/20/06

MASTER SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of November, 2006, by and between the parties, Anderson County, Tennessee, a county government and political subdivision of the State of Tennessee (hereinafter, "County"), and the City of Clinton, Tennessee, a municipal corporation and political subdivision of the State of Tennessee (hereinafter, "Clinton"), to wit certain members and former members of the Clinton City Council in their official capacities only, including: Mayor Winfred "Wimp" Shoopman, Jerry Shattuck, Michael Farley, Scott Vowell, and Garry Whitley (hereinafter, "Clinton City Council Members" and collectively included as "Clinton"), and Rogers Group, Inc., a Tennessee Corporation and petitioner for annexation into the City of Clinton, (hereinafter, "Rogers"), and other Necessary Parties and Petitioners for Annexation in the City of Clinton, including, Margaret Fox Best, Stanley Fox, Ronald Fox, Karen Fox, Stanley Grubb, Rebecca Grubb, Jacob Hogue, Patricia Hogue, Wayne McKinney, Debora McKinney and FHG Enterprises, L.P., (hereinafter, collectively, "Petitioners").

WHEREAS, the parties hereto are involved in a lawsuit filed by County regarding attempted annexation by Clinton of certain real property belonging to Rogers and the Petitioners. (Anderson County Chancery Court Case Number 04CH4226) The property belonging to Petitioners, (hereinafter, "Petitioners' Property") as evidenced by the attached Growth Plan Amendment map, (Exhibit 1), is situated along the east side of Interstate 75 and adjacent to the north side of State Highway 61, and

WHEREAS, Rogers and County have been involved in a lengthy lawsuit over the denial of a rezoning application submitted by Rogers for property intended by Rogers for use as a rock quarry, asphalt plant and other commercial uses. (Anderson County Chancery Court Case Number 95CH3256) Rogers has subsequently petitioned Clinton for annexation of its property situated east of Interstate 75 and adjacent to the south side of Highway 61 (hereinafter, "Rogers Group Property"), and

WHEREAS, after County filed suit to contest the annexation of the Petitioners' Property and Rogers Group Property (hereinafter collectively, "Petitioned Property"), the Chancery Court of Anderson County issued a

restraining order and further ordered the parties to mediate the dispute in an attempt to resolve the issues at hand without a trial on the merits, and

WHEREAS, Clinton and County previously agreed in 2001 on a Twenty-year Growth Plan governing present and future municipal boundaries and areas to be excluded from municipal growth, and

WHEREAS, Petitioners and Rogers have developed and/or discovered potentially lucrative and substantial commercial development prospects for Petitioned Property. Such development is conditioned, in part, on the Petitioned Property being located within Clinton's municipal limits, and

WHEREAS, the Petitioners and Clinton have refused to resolve the dispute over development of Petitioners' Property without providing for the annexation of the Rogers Group Property as well, and

WHEREAS, all parties want to provide for the development of Petitioners' Property in order to provide enhancements to the communities, additional sales tax revenue and other considerations unique to the respective parties, and

WHEREAS, the parties have undertaken to mediate this dispute pursuant to the court order and were unsuccessful in reaching a resolution to on all issues contained in the lawsuit, and

WHEREAS, Clinton requested in June of 2004 that the Anderson County Growth Plan be amended and the statutory process outlined in T.C.A. § 6-58-104 was commenced, and

WHEREAS, the Anderson County Coordinating Committee convened to address the Growth Plan Amendment initiated by Clinton. Several meeting were held as well as the required public hearings. The Coordinating Committee eventually passed the amendment, but the Anderson County Commission rejected the proposed amendment, and

WHEREAS, the statutory process requires that the parties proceed to mediation when an impasse is declared; therefore, the parties attended the required mediation on the Growth Plan amendment held in Nashville on March 23rd and 24th of 2006, and

WHEREAS, On October 11, 2006 the three-judge mediation panel issued their decision in this case allowing Clinton to annex the Petitioned Property and agreeing that the County should receive shared sales tax revenues from Clinton. The three-judge panel also recommended that the parties follow the terms and condition embodied in this Master Settlement Agreement, and

WHEREAS, under Tennessee law the legislative bodies of the respective governmental parties must attempt to ratify or reject the mediation panel's decision. If the respective legislative bodies fail to ratify the Agreement, the parties are required to submit to binding arbitration where a Growth Plan will be adopted by a new three-judge panel, and

WHEREAS, pursuant to the decision of the three-judge mediation panel and specific mandates embodied in Tennessee law, this Agreement has been prepared for submission to the respective legislative bodies for approval or rejection, and

WHEREAS, this Agreement allows for a modification of the Anderson County Twenty-year Growth Plan, annexation of the Petitioners' Property and annexation of the Rogers Group Property by Clinton in exchange for a division of sales tax revenue to the County. Furthermore, this Agreement contains other mutual concessions and dismissals of all lawsuits subject to the terms recited below, and

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among the parties to resolve their various disputes, lawsuits and concerns as follows:

Section 1: Annexation Agreement

County agrees to allow Clinton to annex the Petitioners' property located on the east side of I-75 and adjacent to the north side of State Hwy. 61. County agrees to allow Clinton to annex Rogers Group Property on the east side of

I-75 and along the south side of State Hwy. 61. Annexation shall be effective after and subject to the referendum process previously initiated by Clinton and approval of this Agreement by all parties. The parties are basing this entire Agreement upon an assumption that the Petitioned Property will develop and produce lucrative tax revenues. The parties shall otherwise comply with the continuing terms of this Agreement.

Section 2: Mutual Partnership for Development of Highway 61 corridor east of Interstate 75 interchange; Citizens Advisory Committee.

County and Clinton agree to enter into a mutual partnership for the development of the Highway 61 corridor and to use their best efforts to mutually plan uniform development intended to maximize commercial and industrial growth in the area while considering the future impact on the health, safety and welfare of the citizens and traveling public. Pursuant to the three-judge mediation panel's decision, both Clinton and County agree to appropriate a minimum amount of .05% annually of all sales tax revenues received from the Petitioned Property to beautify the area surrounding the Petitioned Property and the Interstate I-75/Hwy. 61 interchange.

Section 3: Agreement to Revise County Growth Plan

County and Clinton shall agree to approve the revised Anderson County Growth Plan as presented to the 2005 Growth Plan Coordinating Committee, attached hereto and incorporated herein as Exhibit 1.

Section 4: New Fire Hall

Clinton agrees to build a fire station in the vicinity of I-75 and State Hwy. 61 for the use and benefit of the surrounding businesses and residents.

Section 5: Division of Sales Tax Revenues for Future Development

Clinton agrees to divide with County, in perpetuity, Clinton's portion of the local option sales tax otherwise designated solely for Clinton's general fund as set forth in this paragraph. This division shall not affect or include the educational portion of the local option sales tax divided between the three (3) school systems operating in Anderson County, nor shall it include a division of alcohol or liquor by the drink revenues or any other license or permit fees collected by Clinton. This division of Clinton's portion of the local option sales tax designated to its general fund shall be distributed 87.5% to Clinton and 12.5% to County and shall apply to all property

annexed by Clinton east of I-75, except for businesses currently operating in the area on the date of execution of this Agreement.

Section 6: Division of Sales Tax Revenues for Existing Businesses

Clinton agrees that pursuant to state law, County will continue to receive annexation date sales tax revenues generated by existing businesses operating in the Petitioned Property at the time of annexation for a period of fifteen (15) years pursuant to T.C.A. §6-51-115. After expiration of the fifteen (15) year period, the local option sales tax division will convert to the formula outlined above in Section 5.

Section 7: Forgiveness of Past Sales Tax Claims

County agrees to forgive, and release all claims to past local option sales tax revenues generated from previous annexations along the Highway 61 corridor by Clinton from the Clinch River to Interstate 75.

Section 8: Waiver of Challenges to Past Annexation

Anderson County agrees not to challenge any prior annexations by Clinton along Highway 61 from the Clinch River to Interstate 75 and waives and releases all such claims.

Section 9: Other Taxes

This Agreement provides for a division of certain local option sales taxes between Clinton and Anderson County. This Agreement is not intended to impair, limit or adjust any other taxes collected presently or to be collected in the future by Clinton or County. The Parties remain free to impose or collect taxes presently authorized by state law, and lawfully collected, or which may be authorized in the future.

Section 10: Alcoholic Beverage Tax Revenues

The parties acknowledge that Clinton will receive additional tax revenue from alcoholic beverage taxes. The parties agree that alcoholic beverage tax revenues generated from the Petitioned Property, including, but not limited to, liquor by the drink tax, wholesale beer tax, local option mixed drink tax and local beer tax shall be assessed and distributed as provided by current state law.

Section 11: Division of Miscellaneous Revenue Sources in the form of Taxes, Permits, License and Inspection Fees.

County agrees that Clinton shall retain all miscellaneous revenue sources in the form of assorted taxes, permit, license and inspection fees as distributed and assessed according to current state law. These various permits, licenses and the like, along with the respective fees associated with same shall be collected by Clinton and County consistent with local and state law within Clinton's existing, or modified, municipal boundaries.

Section 12: Agreement to Expedite all Governmental Proceedings for the Benefit of the Fox Family and Other Petitioners for Annexation.

Recognizing the needs and desires of the Fox Family, other Petitioners, and Rogers Group to expedite all proceedings contemplated hereby, all parties agree to use their best efforts to expedite governmental and regulatory proceedings needed to approve and ratify the terms set forth in this Agreement without further delay.

Section 13: Agreement for Water and Sewer Utility Service

All parties agree that the Anderson County Utility Board, or its lawful successor, will continue to service the water and sewage utility needs of the Petitioned Property.

Section 14: Commitment to Continued Expansion and Development of Water and Sewer Service for Growth Area East of Interstate 75

County agrees to continue its commitment to expansion of the water and sewer lines developed and operated by the Anderson County Utility Board east of I-75 in an attempt to facilitate additional growth in the area. Clinton shall cooperate with ACUB's construction of additional utility infrastructure, the solicitation of customers and the provision of services within the Petitioned Property or any other location east of Interstate 75.

Section 15: Street Lights at I-75 Interchange

Clinton agrees to reimburse County its \$55,000.00 share paid to Clinton in 2001 related to the existing high mast streetlights located at I-75 and Hwy. 61 interchange. Clinton also agrees to assume all expenses related to streetlights, including, but not limited to, maintenance, repairs and electrical utility service.

Section 16: Future Annexations East of I-75 Along Hwy. 61 Corridor

County agrees to allow Clinton to continue to annex contiguous property to the Clinton City limits east of I-75 and adjacent to Hwy. 61, up to the amended Norris Urban Growth Boundary, provided that no property will be annexed without a request and petition from the majority of property owner(s) and residents.

Section 17: Dismissal of Pending Lawsuit

Anderson County agrees to dismiss its pending lawsuit with Clinton (Anderson County Chancery Case No. 04CH4226) in exchange for the approval of this Agreement by the Clinton City Council and compliance with the terms and conditions set forth herein.

Section 18: Mountain Road Interchange

The parties acknowledge concerns regarding additional truck traffic on Highway 61 associated with an operating quarry and asphalt plant. In an effort to minimize truck traffic and concerns about traffic safety, the parties mutually agree that an interstate exchange at Mountain Road would allow Rogers related truck traffic to enter and exit from Interstate 75 without interfering with traffic on Highway 61. All parties agree to use their best efforts to develop the Mountain Road Interchange for future industrial and commercial growth as well as to develop additional access to the David Jones and I-75 Industrial Parks. Parties agree to further express their interest in development of this future interchange in the form of a signed letter requesting state assistance and support addressed to the Governor and the Commissioner of the Tennessee Department of Transportation as well as Tennessee delegates to the U.S. Congress. This letter shall be written and delivered to the receiving parties within ninety (90) days of the execution of this Agreement. Copies of this letter shall be provided to all parties to this Agreement.

Section 19: Rogers Group Requirements, Restrictions and Concessions

The following required conditions for county rezoning, contained in Sections 20 through 44, have been developed as a result of extensive public comment, site visits, and public discussions with Rogers Group and Anderson County citizens regarding how to mitigate adverse impacts of any potential rezoning and to address issues raised by Anderson County citizens. These conditions shall be imposed by Clinton when considering any rezoning application filed by Rogers Group for the newly annexed area.

Rogers Group agrees to abide by and restrict its operations in conformity with this Agreement.

Section 20: Compliance with Site Plan

Rogers Group shall, at all times, comply with the site plan submitted to and approved by Clinton, except as modified by this Agreement.

Section 21: Plant Area Shall not be Visible from Roadways

The area designated as "plant area" shall be designed and constructed in accordance with the site plan and any applicable conditions, it being the intention that the crushing plant, asphalt plant, and other operations will not be visible in any material respect from Highway 61, Interstate 75, or the access ramps to or from Interstate 75.

Section 22: Site Plan Review; Verification of Visibility

Restrictions

As a part of the site plan review and approval, Rogers Group shall submit to the Clinton Planning Commission grading and site development plans showing the locations of structures, erosion and sediment control facilities, plant and stationary equipment, berms, landscaping, and entranceways to establish that the requirements of paragraphs 21 and 23 have been met. If there is any disagreement over whether the requirements have been met, Clinton shall be entitled to retain an independent engineering firm to make an independent review. If the plans are found to be in substantial compliance with this agreement, such review shall be at Clinton's expense, if not, such review shall be at Rogers Group's expense. Any review and report therefrom shall be completed and a copy delivered to Rogers within forty-five (45) days of the submission of plans, and if not, the requested permits shall be issued based on the plans submitted. The ultimate decision of whether or not to allow the Rogers' rezoning will rest with the Clinton Planning Commission. Nothing shall prevent Rogers from subsequently modifying its plans to ensure compliance with this agreement and resubmitting them until approved, it being the intention of the parties to resolve any disagreement cooperatively if possible. Approval of the site plan and related submittals shall mean that construction and development in compliance therewith meets the requirements of this Agreement.

Clinton

Section 23: Plant Entrance; Landscaping

Rogers shall construct, simultaneously with development of the quarry, the entranceway, landscaping, gates and other infrastructure set forth on the

renderings and site plans submitted to Clinton. Rogers agrees that any site plan or rendering submitted to Clinton will be materially similar to those site plans previously submitted to County. Such plans shall show an entrance that complies in all material respects with previous site plans submitted to County. Rogers agrees that all berms and buffer zones shall be vegetated with grass and trees. Landscaping shall be maintained, neatly manicured and replaced as necessary to comply with the landscape plan. Rogers shall consult in good faith with Clinton and County as to future beautification projects for the area and in order to develop future landscape plans jointly.

Section 24: Compliance with State and Federal Environmental Regulations

All operations shall comply with the Clean Air Act and all other state and federal environmental regulations, and Rogers shall verify to County and Clinton prior to operations on the site, that the National Ambient Air Quality Permit, and other required permits and licenses, have been obtained from the Tennessee Department of Environment and Conservation ("TDEC") and other regulating entities. All operations at the site shall comply with the Clean Water Act. There shall be no point source discharges of water from the site without a National Pollutant Discharge Elimination System permit. Sediment and erosion control facilities shall be installed and maintained to prevent pollution of Buffalo Creek. Nothing contained herein shall give the County or Clinton the right to enforce provisions of any state or federal law or regulation.

Section 25: Lighting

Lighting on the site shall be low impact and arranged in such a manner that it does not cast light into any adjoining residential area or interfere with the safety of the traveling public on roadways surrounding the facility.

Section 26: Days of Operation; Time Restrictions

There shall be no operations or sales on the Rogers Group site on Sunday. This condition may be waived in the event of a local, state or federal emergency requiring the use of materials from this site. Further, this requirement may be waived upon request from any local, state or federal transportation agency, but only to the extent of permitting the production sale and shipment of materials, but not including any blasting. Extraction, crushing, screening and other plant processing shall be limited to the hours of 7:00 a.m. to 7:00 p.m. from December 1st to February 28th and from 6:00 a.m. to 9:00 p.m. from March 1st to November 30th, Monday through Friday.

Rogers shall be entitled to crush, load and sell materials, but not to blast, or engage in pit operations, from 8 a.m. until 1 p.m. on Saturdays. Maintenance may be performed outside the operating hours specified herein. Notwithstanding anything to the contrary contained in this Agreement, Rogers shall be entitled to operate outside the hours set forth herein (but not on Sunday) to supply materials to any governmental project for which construction is done outside such hours. Rogers Group shall be entitled to request a waiver of these conditions for a specific job and County and Clinton shall consider such waiver in good faith, but shall not be obligated to grant it.

Section 27: Blasting Restrictions

All blasting on site shall be conducted between the hours of 10:00 a.m. and 4:00 p.m. and shall not be conducted on Saturday, Sunday or Holidays. Rogers shall use its best efforts to blast at a consistent time within these hours, where weather conditions and safety permit. Blasting at the site shall be limited to peak particle velocity of .5 inches per second measured at any existing inhabited structure not owned by Rogers. Peak particle velocity at any structure constructed after the date of this Agreement shall be governed by state and federal law. Rogers agrees to notify adjoining homeowners within 1,000 feet of any blasting activity prior to conducting blasting activities; to the extent such persons request notice. Rogers shall submit a plan to Clinton and County for the placement of at least three (3) permanent seismograph monitors at locations agreed to within the surrounding area. Rogers shall thereafter monitor each blast at such agreed locations. One of the locations shall be at Bethel Baptist Church. The results of such monitoring shall be available to the County and Clinton upon request. Monitoring results for the Bethel Baptist Church location shall be provided to the church upon its request. Rogers Group shall, upon the request by any property owner located within 2500 feet of any blasting activity, conduct seismographic monitoring at such property owner's house, making a written report of the results available to such owner, for a monitoring period of no less than five (5) days, after which monitoring may be discontinued if it shows full compliance with these conditions and federal and state requirements. Rogers shall not be required to monitor at more than two of these additional locations at any point in time. All seismographic readings shall be available to any interested person whose property might reasonably be affected by blasting at the site. Such persons shall be entitled to obtain the seismographic records by contacting the plant manager.

Section 28: Citizens Advisory Committee Review

The Bethel Community shall be allowed, at their option, to appoint or elect three (3) members from the community at-large to serve on a Citizens Advisory Committee. Rogers shall meet with the Citizens Advisory Committee on a quarterly basis, when requested, to review operations at the site and to discuss and address citizens' concerns. Rogers shall further appoint an employee as a contact person for such Citizens Advisory Committee and for any neighbor desiring to complain about any aspect of Rogers operation. The name and telephone number of such contact person shall be provided to the Citizens Advisory Committee at the first meeting and the committee shall thereafter be responsible for making such person's identity and telephone number available to the surrounding community.

Section 29: Fencing Requirements

A fence meeting the requirements of the Clinton Planning Commission shall be erected by Rogers Group to encompass and encircle all operational and pit areas on the Rogers Group site.

Section 30: Traffic Signal at Entrance

Rogers Group shall use its best efforts to obtain traffic signals at its entrance.

Section 31: Plant Entrance Requirements

The parties recognize that the location of the entrance to the Rogers Group quarry may be affected by development plans for the Fox property and therefore have established a corridor on the site plan in which Rogers shall be allowed to develop its entrance for its quarry and asphalt plant. Generally, the entrance shall be located at a point selected by Rogers, after consultation with the City and County, between the Rocky Top property and the Bethel Baptist Church property. The entrance to the quarry shall be paved from Hwy 61 to the scale house and shall be constructed in such a way to minimize interference with Bethel Baptist Church and the traffic circulation attendant to it.

Section 32: Wheel Washer; Clean-up of Roadway Debris

Rogers shall install a wheel washer to minimize any tracking of material onto public roads and shall clean up, expeditiously, any material spilled or tracked onto the public roads, commercially zoned property and the Rogers entrance road. All parties acknowledge that Rogers Group does not control Hwy. 61 and, for liability and other reasons cannot undertake responsibility to clean or maintain it.

Section 33: Rogers Group Southern Boundary

Rogers shall maintain a buffer of undeveloped and vegetated property for at least 300 feet along its southern border to the nearest property contiguous to its southern border on Bethel Road and Mountain Road and not owned by Rogers Group. Rogers shall build berms, with appropriate landscaping, in the buffer and construct clean water ponds in the buffer area. There shall be no requirement of a buffer between the quarry site and property owned by persons who consent to the reduction or elimination of the buffer requirement.

Section 34: Rogers Group Bethel Road Boundary

Rogers Group shall construct and maintain a buffer of at least 200 feet to the nearest property not owned by it along Bethel Road. Rogers shall build berms, with appropriate landscaping and to construct clean water ponds in the buffer area. There shall be no requirement of a buffer between the quarry site and property owners consenting to the elimination of the buffer requirement.

Section 35: Bethel Road and Mountain Road Access Restrictions

There shall be no access to the quarry operations or related uses of the quarry from Bethel Road, except to allow construction equipment to enter and leave the proposed quarry site during start-up and construction operations. Rogers shall promptly construct the contemplated Highway 61 entrance to the site and thereafter shall not use Bethel Road for construction or operational access. If the Mountain Road Interchange is developed, Rogers agrees to use Mountain Road as its primary access to the property and the parties consent to Rogers's use of Mountain Road under those circumstances. Nothing contained herein shall prevent Rogers or its customers and tenants from using such roads to make deliveries of materials to locations in the immediate vicinity.

Section 36: Explosive Storage

No explosives shall be stored on site overnight.

Section 37: Underground Storage Tank Evaluation

Rogers shall furnish Clinton and County with a qualified professional evaluation showing that its operations will not damage any underground storage tanks, water or sewage lines adjacent to the area surrounding the Interstate 75 and Hwy. 61 Interchange.

Section 38: Damage Claims to Homes and Property in the Area

Rogers agrees that if any property owner claims to have been damaged by blasting Rogers will investigate and repair property if needed. Any dispute between the property owner and Rogers shall be settled by binding arbitration before a single arbitrator, but only after Rogers has been given the opportunity to repair. Upon notice of such claim, Rogers shall first have the claim investigated within fifteen (15) days of receipt of notice. If the parties are unable to resolve the claim, the homeowner shall be entitled to ask that it be arbitrated. Rogers and the homeowner shall pick a professional suitable by training or experience, such as an engineer or blasting professional, to arbitrate the claim and his or her decision shall be final and binding. If the parties are unable to agree on an arbitrator they shall each pick someone and those persons shall select the arbitrator. If Rogers is found to have damaged the property the costs of the arbitrator shall be assessed against it. In all other cases the costs shall be assessed as determined by the arbitrator. Rogers shall not use an attorney in the arbitration proceeding, unless the property owner first elects to do so, in which event Rogers shall be free to do so.

Section 39: State-of-Art Asphalt Plant Technology

Rogers shall only construct an asphalt plant incorporating state-of-the-art technology designed to minimize noise, odor, vibration, shock, dust and harmful substances.

Section 40: Donation of Land for Fire Hall and Ambulance Station

Rogers agrees to donate land to Clinton in the amount of at least one-half acre, acceptable to Clinton and County, and reasonably accessible to Hwy. 61 for use as a fire hall.

Section 41: Minimum Severance Tax

Rogers agrees to guarantee payment to County of an annual minimum severance tax of no less than \$50,000 in the first year after commencement of commercial crushing and sales, with such amount escalating by \$10,000 each year thereafter until the minimum reaches \$100,000. In the event the actual mineral severance tax due the county exceeds the minimum set forth herein, Rogers shall pay to County the actual mineral severance tax due. The minimum amount set forth herein, and all other severance tax obligations shall cease whenever Rogers ceases operation of a quarry on site.

Section 42: Donation of Asphalt to County

Rogers agrees to donate to County \$10,000 of applied asphalt annually for a ten (10) year period intended to pave school parking lots and other County owned property. This obligation shall cease if Rogers discontinues operating a quarry on the property at any time during this ten (10) year period.

Section 43: Support of Community Groups

Rogers agrees to support community groups and nonprofit organizations operating in the Bethel, Norris or Andersonville areas by providing discounted or donated crushed rock or asphalt for public purposes.

Section 44: Billboard Site

Subject to TDOT regulations, Rogers shall construct a two sided standard bulletin display trivision billboard sign on its property and agrees to provide one face on one side clearly visible to the traveling public on Interstate 75, for the purpose of promoting Anderson County Tourism to the County free of charge. Anderson County shall be responsible for the particular advertisement on the billboard, the cost of constructing and installing such advertisement, and for maintenance of same. Rogers Group will provide reasonable access for County to the billboard. Rogers Group and County shall mutually agree to the billboard location.

Section 45: Attorney's Fees; Mediation Expenses, and Discretionary Costs

All parties to this Agreement shall be responsible for their own respective attorney's fees, mediation expenses and discretionary costs.

Section 46: Court Costs

All court costs will be paid by the plaintiffs in each case. In the case of Rogers Group v. Anderson County, Rogers Group will pay all court costs. In the case of Anderson County v. City of Clinton, et al, Anderson County will pay all court costs.

Section 47: Dismissal of all Claims and Lawsuits

Rogers Group will dismiss with prejudice its lawsuit against Anderson County previously referenced herein. Anderson County will dismiss with prejudice their lawsuit against Clinton, Rogers Group, Petitioners and members of the Clinton City Council previously referenced herein.

Section 48. Default.

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

Section 49: No Oral Modification.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Section 50: Waiver.

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 51: Entire Agreement.

This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Section 52: Severability.

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 53: Cancellation.

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or if a failure is not cured during that time, or if the party does not commence to cure within that time and diligently pursue the cure to completion thereafter. In the event of cancellation, the parties shall be returned to their position prior to this Agreement. Provided, however, that a breach by a party other than Rogers Group shall not affect or diminish Rogers Group's rights hereunder, which shall remain in full force and effect.

Section 54: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 55: Multiple Counterparts; Effectiveness.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Section 56: Jurisdiction.

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 57: Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Section 58: Choice of Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 59: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Section 60: Titles and Subtitles.

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 61: Assignment.

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 62: Further Documentation.

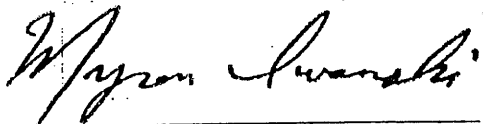
The parties agree for themselves and their successors and assigns to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 63: Release and Hold Harmless.

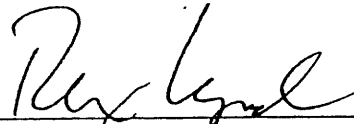
The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise from the lawsuits or circumstances referenced herein. The only claim that shall survive this Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, and pursuant to authorization by their respective governing legislative bodies, have executed this Agreement.

ACCEPTANCE BY ANDERSON COUNTY:

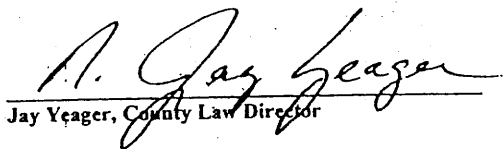


Myron Iwanski, Chair - Anderson Co. Commission



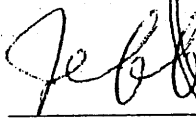
Rex Lynch, Anderson Co. Mayor

APPROVED AS TO FORM:

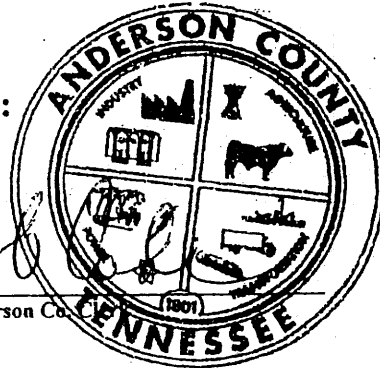


Jay Yeager, County Law Director

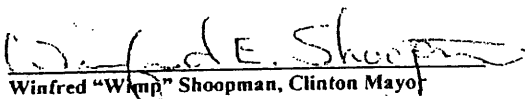
ATTEST:



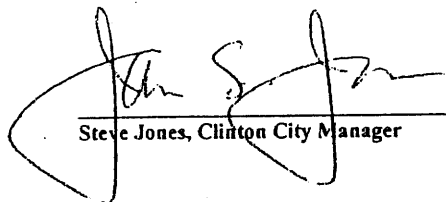
Jeff Cole, Anderson Co. Clerk



ACCEPTANCE FOR THE CITY OF CLINTON:

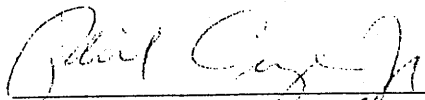


Winfred "Wimp" Shoopman, Clinton Mayor

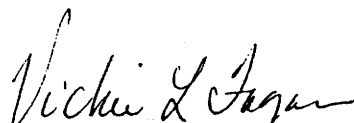


Steve Jones, Clinton City Manager

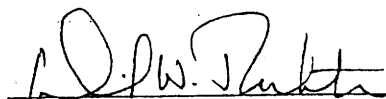
APPROVED AS TO FORM:

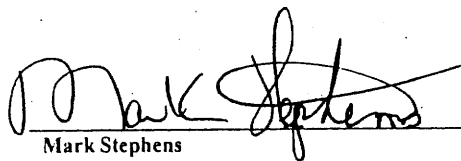

Philip Crye, Clinton City Attorney

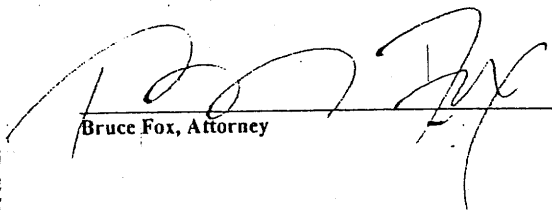
ATTEST:

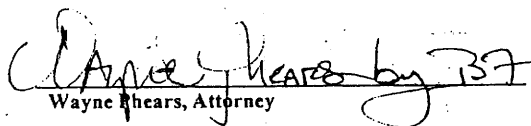

Vicky Fagan, Clinton City Recorder

ACCEPTANCE FOR ROGERS GROUP:

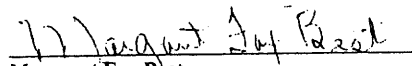

Dave Rechter

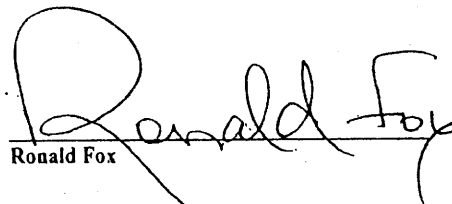

Mark Stephens

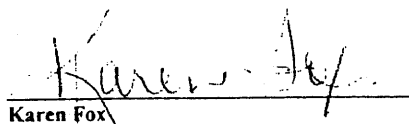

Bruce Fox, Attorney

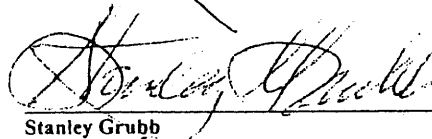

Wayne Rears, Attorney

ACCEPTANCE FOR FOX FAMILY:


Margaret Fox Best


Ronald Fox


Karen Fox


Stanley Grubb

Rebecca Grubb
Rebecca Grubb

Jacob Hogue
Jacob Hogue

Patricia Hogue
Patricia Hogue

Wayne McKinney
Wayne McKinney

Deborah McKinney
Deborah McKinney

Margaret Fox Best
For FHG Enterprises, General Partner

Attorney

Stanley Fox
Stanley Fox