

CALL TO ORDER - Sheriff Fuson

PLEDGE OF ALLEGIANCE – Mayor Durrett

INVOCATION – Chaplain Joe Creek

ROLL CALL – County Clerk

PROCLAMATIONS

1. Christopher Lancaster – Governor’s Volunteers Stars Award Youth Winner
2. Louis Leftwich – Governor’s Volunteers Stars Award Adult Winner

APPROVAL OF DECEMBER 8, 2014 MINUTES

VOTE ON RESOLUTIONS

- 14-12-4:** Resolution to Acquire Certain Real Estate Property Located on Briarwood Road to Expand Parks Property (Deferred From December)
- 15-1-1:** Resolution to Charge off Debts in the Montgomery County Clerk’s Office
- 15-1-2:** Resolution to Transfer Data Collection Fee Reserve Fund Monies for the Purchase of Data Processing Equipment for the Sheriff’s Office
- 15-1-3:** Resolution Authorizing the Acceptance of Grant Funds from the Tennessee Department of Mental Health and Substance Abuse Services
- 15-1-4:** Resolution to Dispose of Property Owned by the Clarksville-Montgomery County School System, Located at 633 Providence Boulevard, Clarksville, TN
- 15-1-5:** Resolution Amending the Bylaws of the Clarksville-Montgomery County Sports Authority
- 15-1-6:** Resolution to Convey a Sanitary Sewer Easement and Revise an Existing Sanitary Sewer Easement, Previously Conveyed, in Rotary Park to the City of Clarksville
- 15-1-7:** Resolution Authorizing the Issuance, Sale, and Payment of Bond Anticipation Notes not to exceed \$1,708,900

- 15-1-8:** Resolution Authorizing the Issuance, Sale, and Payment of Bond Anticipation Notes not to exceed \$500,000
- 15-1-9:** Resolution of the Montgomery County Board of Commissioners Authorizing the Finance of a Morbark Tub Grinder via a Capital Lease Agreement
- 15-1-10:** Resolution of the Montgomery County Board of Commissioners Authorizing the Finance of a John Deere Dozier Via a Capital Lease Agreement
- 15-1-11:** Resolution Increasing Funding Contribution for the Montgomery County Library
- 15-1-12:** Resolution to Amend an Interlocal Contract between Montgomery County and the City of Clarksville Approved by Resolution 14-5-2, Dated May 12, 2014

UNFINISHED BUSINESS

REPORTS

1. County Clerk's Report – **(requires approval by Commission)**

REPORTS FILED

1. December 2014 Adequate Facilities Tax Report and Permit Revenue Report
2. **Accounts & Budgets – Monthly Report**
3. **Accounts & Budgets – Report on Debt Obligation – Debt Service Fund Loan – Landfill**
4. **Accounts & Budgets – Report on Debt Obligation – Debt Service Fund Loan – Veteran's Plaza**
5. **Trustee's Report**

NOMINATING COMMITTEE NOMINATIONS – Charlie Keene, Chairman

COUNTY MAYOR NOMINATIONS AND APPOINTMENTS – Mayor Durrett

ANNOUNCEMENTS

1. The Mayors' Power Breakfast will be held on Tuesday, January 20, at 7:30 at the Riverview. If you would like to attend and have not already let Debbie know, please do so.
2. Please mark your calendar for Tuesday, January 20, at 6:00 p.m. for the Army Listening Session at Ft. Campbell.

ADJOURN – Sheriff Fuson

RESOLUTION TO ACQUIRE CERTAIN REAL ESTATE PROPERTY LOCATED ON BRIARWOOD ROAD TO EXPAND PARKS PROPERTY

WHEREAS, Dorothy Richardson, owns certain real estate consisting of approximately 80 acres located on Briarwood Road, West of the Cumberland River, in Montgomery County, Tennessee, listed on Tax Map 66; Parcel 41; and

WHEREAS, the Montgomery County Parks Committee desires to acquire said real estate to expand parks property; and

WHEREAS, said parcel of real estate would provide additional acreage of park land to the citizens of Montgomery County; and

WHEREAS, the sales price for this parcel of real estate will be \$320,000.00; the Aspire Foundation agreeing to pay \$40,000.00 and the remaining \$280,000.00 will be paid by Montgomery County with \$180,000.00 from the General Fund balance and \$100,000.00 from the Capital Projects Fund balance; Montgomery County also paying the costs for a survey not to exceed \$10,000.00.

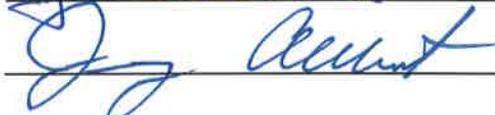
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 13th day of January, 2015, that the County Mayor is authorized to sign all necessary documents to purchase the real estate at a price not to exceed \$320,000.00; with the Aspire Foundation paying \$40,000.00 leaving a balance of \$280,000.00 plus the costs for a survey not to exceed \$10,000.00, payable from the Montgomery County General Fund and Capital Projects Fund.

Duly passed and approved this 13th day of January, 2015.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

Sam Hille Richardson
To: Deed
H. P. Richardson

U. S. Documentary
\$ 1.10 Cont'd

FOR A VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, I, SAM HILLE RICHARDSON, do this day bargain, sell, transfer and convey unto H. P. RICHARDSON, his heirs and assigns forever, a one-half (1/2) undivided interest in and to the following described real estate, situated in the 13th Civil District of Montgomery County, Tennessee, to-wit:

A tract containing 28-1/4 acres and described as follows: Beginning at the southwest corner of Lot No. 4, on the north side of the L & N Railroad trestle, and runs westwardly along the north line of said trestle 84-1/2 poles to a point in a public road, thence with said public road north 20 east 14 poles to Phipps line in a ditch; thence with said ditch and line north 74-1/2 degrees east 97 poles to the northwest corner of Lot 3; thence along the west line of Lot 3 south 58-1/4 degrees east 12 poles to the southwest corner of the County Ferry Lot, also northwest corner of Lot 4; thence along the west line of Lot 4 and branch southwardly 88.7 poles, more or less, to the beginning.

Another tract containing 21 acres and described as follows: Beginning at low water mark on Cumberland River, in the south line of the L & N Railroad property and running up said river south 2 degrees west 18 poles to a stake; thence on a new line north 84 degrees west 128 poles, more or less, to a stake in Johnson's line at top of bluff; thence with Johnson's line north 40 poles, more or less, to a point in road and in the south line of the L & N Railroad property; thence eastwardly on a left curve 134 poles, more or less, to the beginning.

Another tract beginning at the southeast corner of the above mentioned tract of 21 acres and at low water mark of Cumberland River, and runs up said river south 2 degrees west 18 poles

to a stake; thence on a new line south 88-1/2 degrees west 128 poles, more or less, to a stake at top of bluff in Mrs. Phipps line; thence with said line north 11 degrees east 11.5 poles to a stake Johnson's southeast corner; thence with Johnson's line north 24-1/2 poles to a stake, the southwest corner of the 21 acre tract above mentioned; thence along the south line of the same south 84 degrees east 128 poles, more or less, to the beginning.

Another tract containing 21 acres and described as follows: Beginning at the southeast corner of the 21 acre tract above mentioned and at low water mark on Cumberland River and runs up said river south 2 degrees west 18 poles to a point in mouth of ditch; thence with ditch, south 81-1/2 degrees west 136 poles, more or less, to a stone at top of bluff, Mrs. Phipps' southeast corner; thence with her east boundary line north 11 degrees east 36 poles to a stake the southwest corner of the 21 acre tract above mentioned; thence along the south line of the same north 88-1/2 degrees east 128 poles, more or less, to the beginning.

The said four tracts are part of the same property described in a deed from Roland Phipps, et ux, et al, to O. G. Rawls, and wife, by deed recorded in Deed Book 114, page 307, Register's Office for Montgomery County, Tennessee; and this is also the same property described in a deed from O. G. Rawls and wife, to Douglas Merriwether dated December 30, 1953, and recorded in Deed Book 115, page 452, of said Register's Office.

This being the same real estate conveyed to H. P. Richardson and Sam Hille Richardson by Douglas Merriwether, et ux, Deed Book 120, page 518, in the said Register's Office.

And being the same in which H. P. Richardson conveyed a one-half (1/2) interest to Sam Hilley Richardson as recorded in Deed Book 140, page 301, in said Register's Office.

Sam Hilley Richardson and Sam Hille Richardson is one and the same person.

TO HAVE AND TO HOLD unto H. P. RICHARDSON, a one-half (1/2) undivided interest as an equal tenant in common, and to

his heirs and assigns forever.

I COVENANT that I am lawfully seized and possessed of said real estate and have a good and lawful right to convey said interest; that it is unencumbered except for the 1965 taxes and I will forever warrant and defend the title to said real estate against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my signature on this the 27th day of April, 1965.

Sam Hille Richardson
Sam Hille Richardson

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, SAM HILLE RICHARDSON, the within named bargainor with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal of office on this the 27th day of April, 1965.

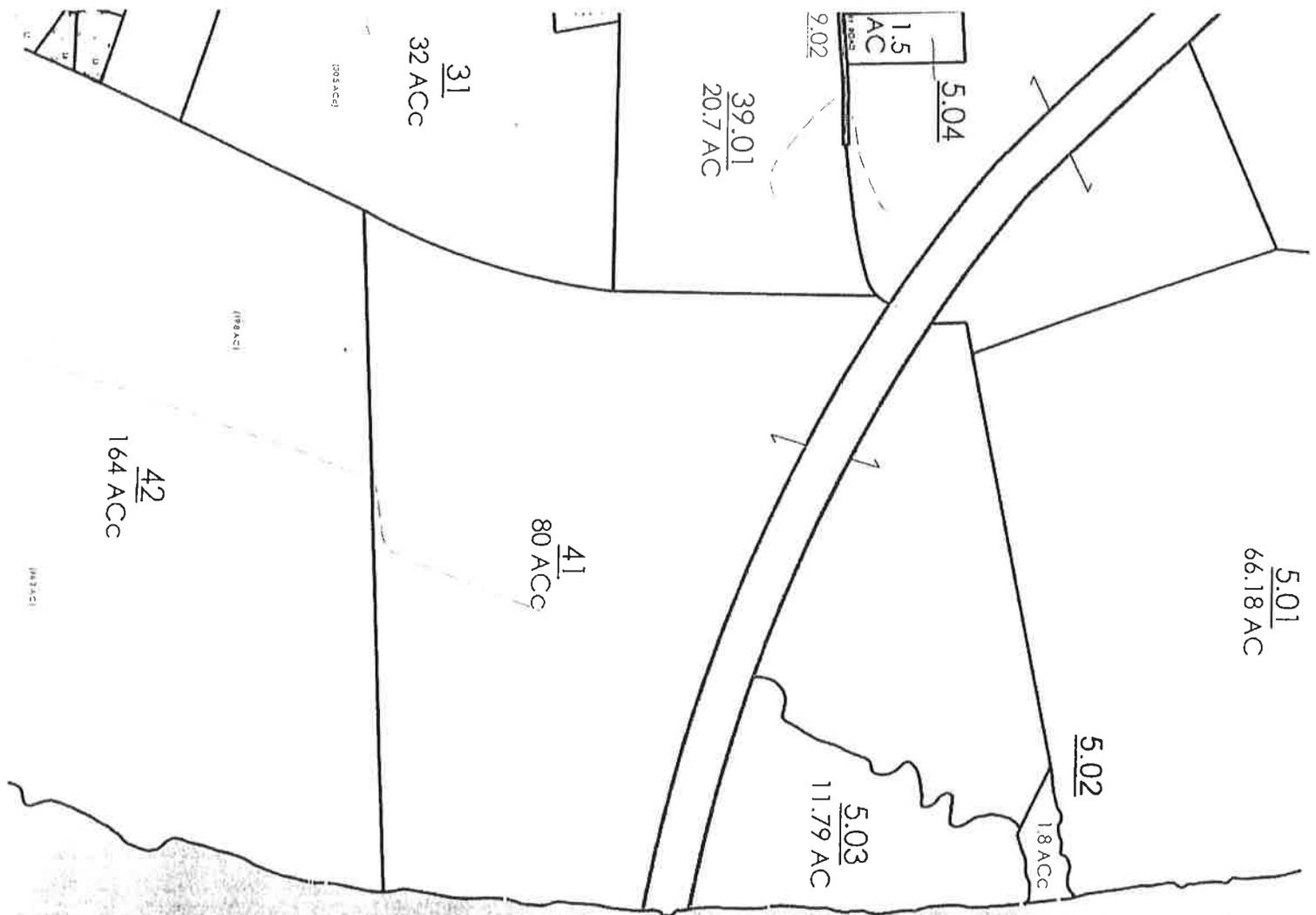
Mae Hunter
Notary Public

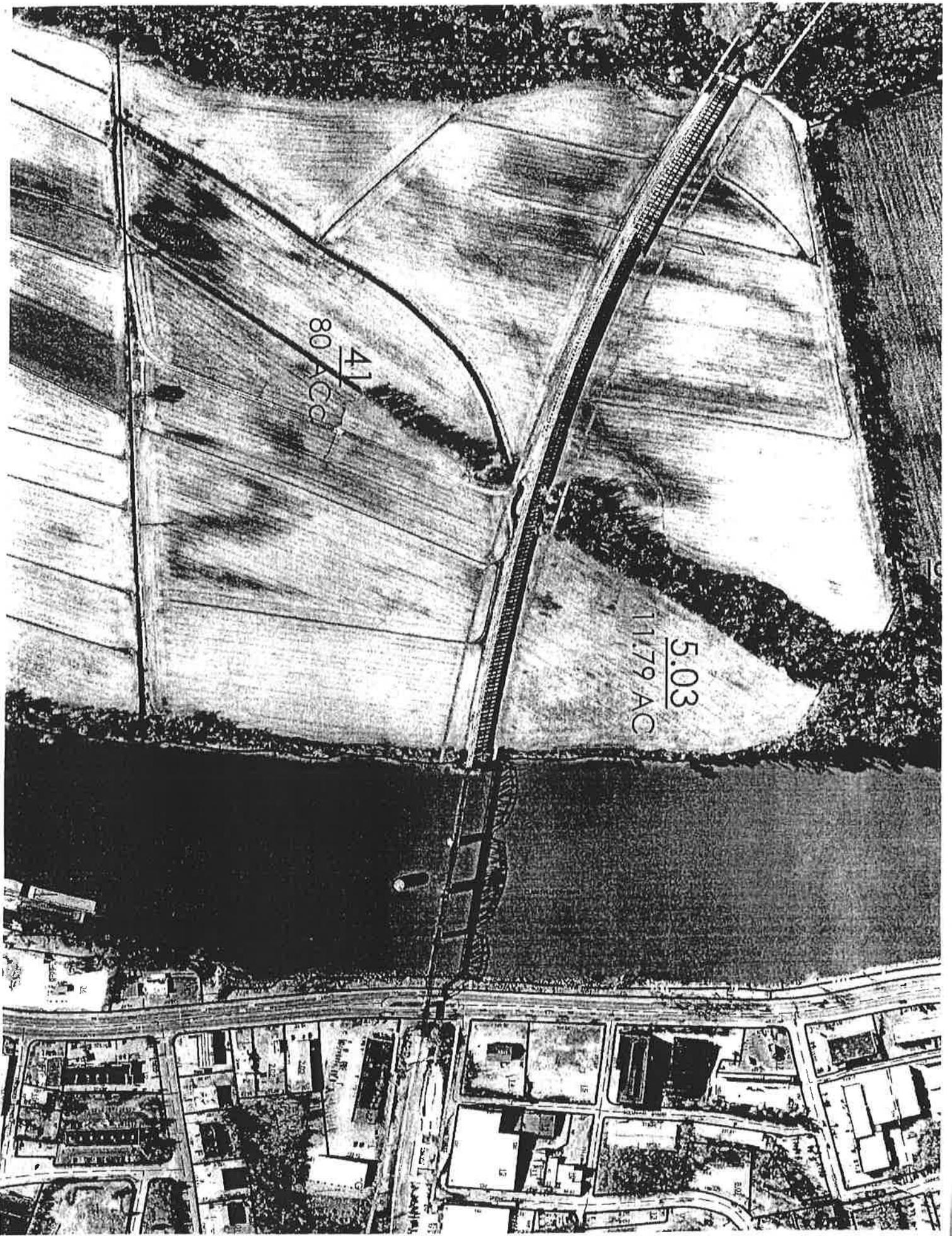
My commission expires: 4/15/68

STATE TAX \$ 1.50 FEE 50c TOTAL \$ 2.00
PAID 4-27-1965 Foard Harris, Clerk

Received: April 27, 1965 at 3:00 P.M.
Recorded: April 27, 1965
Note Book: A-3 Page 25
Charles O. Harrison, Register
Irene Nesbitt, Deputy







41
80 ACCD

5.03
11.79 AC

066 CMap Group Parcel 041.00 000 1 of 1 CARD
 PROPERTY LOCATION: Alt No, Direction/Street, Unit #, Future Year, PLSI, Future Year, PLSI, CARD
 066 CMap Group Parcel 041.00 000 1 of 1 CARD
 IN PROCESS APPRAISAL SUMMARY
 Use Code Land Size Building Value Yard Items Land Value Total Value
 AGRI 80,000 127,949 127,949
 Total Card / Total Parcel 183,878 / 183,878
 APPRAISED: 183,878 / 183,878
 USE VALUE: 127,949 / 127,949
 ASSESSED: 31,987 / 31,987



Patriot
 Properties Inc.

OWNERSHIP
 Owner 1: RICHARDSON DOROTHY F
 Owner 2: RICHARDSON KATHERINE
 Owner 3:
 Street 1: 1009 MANLEY LN
 Street 2:
 Town/City: BRENTWOOD
 State: TN
 Zip: 37027
 Previous Owner:
 Owner 1:
 Owner 2:
 Street 1:
 Town/City:
 State:
 Zip:

PREVIOUS ASSESSMENT
 Tax Yr Use Cat Bldg Value Yrd Items Land Value Total Value Asses'd Value Date
 2014 AGRI FV 0 80 183,878 183,878 31,987 Year End Roll 8/29/2014
 2013 AGRI FV 0 80 270,000 270,000 24,600 Year End Roll 10/24/2013
 2012 AGRI FV 0 80 270,000 270,000 24,600 9/22/2008
 2011 AGRI FV 0 80 270,000 270,000 24,600 1/1/2011
 2010 AGRI FV 0 80 270,000 270,000 24,600 1/1/2010
 2009 AGRI FV 0 80 270,000 270,000 24,600 1/1/2009
 2008 AGRI FV 0 80 154,000 80,700 20,175 1/1/2008
 2007 AGRI FV 0 80 154,000 80,700 20,175 1/1/2007

TRANSFER INFORMATION
 Grantor: V14-119
 Date: 12/31/1965
 Legal Ref: 000 - MONTGOMERY COUNTY
 Sale Price: PAT ACCT.
 Tax District: 000 - MONTGOMERY COUNTY
 Sale Code: 43536
 Notes: derek

MOBILE HOME
 Make Model Year Bit Serial # Color

PROPERTY FACTORS
 Item Code Description % Item Code Description
 Z R-1 SGL FAM R 100 water 1 Public
 0 Sewer 3 Individual
 n Electr 1 Public
 Exempt
 Flood Haz:
 D 000 MONTG COUNT 100 Topo 1 Rolling
 s Street 3 PRIVATE
 t Gas: 0 None

LAND SECTION (First 7 lines only)
 Use Description Fact LUC No of Units Price/Units Unit Type Land Type Land Type Unit Type
 AGRI AGRICULTUI 34.3 45A CROP
 AGRI AGRICULTUI 4.3 45G CROP
 AGRI AGRICULTUI 33.6 46A ROTATION
 AGRI AGRICULTUI 2.2 52A WOODLAND 2
 AGRI AGRICULTUI 3.1 52G WOODLAND 2
 AGRI AGRICULTUI 2.5 52P WOODLAND 2
 AGRI AGRICULTUI 80 ACRE RDF FULL MKT AC

ACTIVITY INFORMATION
 Date Description Amount C/O Last Visit Feed Code F. Descrpt Comment
 3/30/2009 Staff STAFF
 11/10/2008 03 BOBBY B
 9/22/2008 Staff STAFF

Sign: _____
 Total ACHA: 80,000
 Total SF/SM: 3484800
 Parcel LUC: AGR AGRICULTURAL Prime NB Desc: NBC Z01
 Total: 183,878 Spl Credit: 55,929 Total: 127,949
 Database: AssessPro - MontgomeryLive scottie
 2015
 FULL MKT AC CALOUL

**RESOLUTION TO CHARGE OFF DEBTS
IN THE MONTGOMERY COUNTY CLERK’S OFFICE**

WHEREAS, the Montgomery County Clerk’s Office has attempted to collect certain debts occurred during 2011-2013 calendar years, being nine (9) checks totaling Seven Hundred, Eighty-Three and 25/100 Dollars (\$783.25), as in the attachment; and

WHEREAS, the Montgomery County Clerk’s Office, through great effort, has attempted to collect these debts, including, but not limited to, contacting the check writer by phone, mailing certified letters of notification and issuing warrants for those qualifying items, but all such efforts have been unsuccessful; and

WHEREAS, the Montgomery County Clerk has deemed that these debts are bad debts and are uncollectible; and

WHEREAS, it is the desire of the Montgomery County Board of Commissioners to charge off these debts.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 13th day of January, 2015, that authorization to charge off the attached list of nine (9) returned checks totaling Seven Hundred, Eighty-Three and 25/100 Dollars (\$783.25) as uncollectible is hereby approved.

Duly passed and approved this 13th day of January, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

LAST NAME	FIRST NAME	CHECK AMOUNT	CHECK NUMBER	DATE OF CHECK
GARNER	HEATHER	\$6.00	2031	03/21/11
CLARY	BOBBY G.	\$109.00	1012	04/26/11
HAMMER	MISTY D.	\$155.00	1001	05/20/11
SAWADOGO	YAHAYA	\$11.00	1012	11/21/11
GODSIL JR	STEPHEN L.	\$81.00	1148	05/11/12
LISENBEE	HATTIE	\$366.25	2129	10/11/12
FYKE	GEORGE R.	\$16.00	7852	02/04/13
VOLLMAR	AMY	\$15.00	13904	08/05/13
GRAY	JAIMIE L.	\$24.00	1186	12/16/13
TOTAL		\$ 783.25		

**RESOLUTION TO TRANSFER DATA COLLECTION FEE RESERVE FUND
MONIES FOR THE PURCHASE OF DATA PROCESSING
EQUIPMENT FOR THE SHERIFF’S OFFICE**

WHEREAS, a data collection fee is collected for the purchase and maintenance of data processing equipment and services; and

WHEREAS, the data collection fees are accumulated in reserve funds at the end of every fiscal year; and

WHEREAS, the balance of reserve funds set aside for the use of the Sheriff for data processing equipment maintenance and services is estimated to be \$68,097.00 at fiscal year end 2014: and

WHEREAS, the Sheriff’s Office requests \$37,650.00 of the data processing fee reserve funds be transferred for the purchase of data processing equipment.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 13th day of January, 2015, that \$37,650.00 be transferred from the Sheriff’s Office Data Collection Fee Reserve Funds and placed in the operating budget of the Sheriff’s Office for the purpose of purchasing data processing equipment.

SECTION 1. Montgomery County Commission hereby approves the following account classification for the purpose herein stated and as detailed below:

DATA PROCESSING EQUIPMENT 101-56700-00000-56-57090 \$37,650.00

Duly passed and approved this 13th day of January, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM
THE TENNESSEE DEPARTMENT OF MENTAL HEALTH
AND SUBSTANCE ABUSE SERVICES**

WHEREAS, the Tennessee Department of Mental Health and Substance Abuse Services has awarded a grant to the Montgomery County Veterans Treatment Court to expand and enhance the program; and

WHEREAS, the total grant contract award amounts to \$124,000.00 for the grant period of October 1, 2014 through September 30, 2015. Per the agreement it is 100% grant funded, requiring no local match dollars during the allocation period and has no requirements for continuation funding upon expiration of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 13th day January, 2015, that Montgomery County accept the grant in the amount of \$124,000.00 to fund the Montgomery County Veterans Treatment Court.

SECTION 1. Montgomery County hereby accepts \$124,000.00 from the Tennessee Department of Mental Health and Substance Abuse Services for the purpose herein stated and as detailed below:

Revenue	101-53500-00000-53-47590-G1502	124,000.00
Probation Officer	101-53500-00000-53-51110-G1502	39,714.00
Social Security	101-53500-00000-53-52010-G1502	2,462.00
State Retirement	101-53500-00000-53-52040-G1502	5,488.00
Life Insurance	101-53500-00000-53-52060-G1502	53.00
Medical Insurance	101-53500-00000-53-52070-G1502	12,844.00
Medicare	101-53500-00000-53-52120-G1502	600.00
Communication	101-53500-00000-53-53070-G1502	1,000.00
Contributions	101-53500-00000-53-53160-G1502	22,539.00
Printing, Stationary, & Forms	101-53500-00000-53-53490-G1502	300.00
Travel	101-53500-00000-53-53550-G1502	18,000.00
Other Contracted Services	101-53500-00000-53-53990-G1502	1,000.00
Drug & Medical Supplies	101-53500-00000-53-54130-G1502	5,000.00
Office Supplies	101-53500-00000-53-54350-G1502	3,000.00
Furniture & Fixtures	101-53500-00000-53-57110-G1502	7,000.00
Other Capital Outlay	101-53500-00000-53-57990-G1502	5,000.00

Duly passed and approved this 13th day of January, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION TO DISPOSE OF PROPERTY OWNED BY THE
CLARKSVILLE-MONTGOMERY COUNTY SCHOOL
SYSTEM, LOCATED AT 633 PROVIDENCE
BOULEVARD, CLARKSVILLE, TN**

WHEREAS, according to the 1964 Unification Plan, Section 21. *Acquisition and Sale of Property*, attached hereto as Exhibit "A," states that if the School Board deems property owned by the Clarksville-Montgomery County School System to be no longer suited or needed for school purposes, the property can be disposed of according to the policy; and

WHEREAS, the Clarksville-Montgomery County School Board owns certain property located at 633 Providence Boulevard, Clarksville, Tennessee, and may determine that said property is no longer suited or needed for school purposes, and may declare it to be surplus property and therefore would need to be disposed of according to the CMCSS's policy; and

WHEREAS, the 1964 Unification Plan, Section 21, requires the approval of the Montgomery County legislative body to sell such property upon that determination.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 13th day of January, 2015, that property located at 633 Providence Boulevard, Clarksville, Tennessee, if deemed to be no longer suited or needed for school purposes and therefore is declared surplus property according to the CMCSS's policy, it is agreed that the property will be disposed of according to the CMCSS Unification Plan.

Duly passed and approved this 13th day of January, 2015.

Sponsor _____



Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION AMENDING THE BYLAWS OF THE CLARKSVILLE
MONTGOMERY COUNTY SPORTS AUTHORITY**

WHEREAS, on October 9, 2006, the Montgomery County Board of Commissioners approved Resolution 06-10-2, *Resolution of the Montgomery County Board of Commissioners Authorizing the Creation of the Clarksville-Montgomery County Sports Authority and Approving the Form of the Charter of said Sports Authority*; and

WHEREAS, Bylaws were created, setting out the structure and function of the Sports Authority. Article XI of the Bylaws states that amendments can be made if approved by a majority of the Board of Directors and shall become effective upon the approval of both the Clarksville City Council and the Montgomery County Board of Commissioners; and

WHEREAS, the Board of Directors of the Clarksville-Montgomery County Sports Authority met on November 10, 2014, and voted to amend the Bylaws. Attached is a copy of the Bylaws with the noted amendments.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this the 13th day of January, 2015, that the revisions to the Clarksville-Montgomery County Sports Authority Bylaws is hereby approved.

Duly passed and approved this the 13th day of January, 2015.

Sponsor Shenee Hampton

Commissioner Jay Albritton

Approved _____
County Mayor

Attested _____
County Clerk

BYLAWS
OF
CLARKSVILLE-MONTGOMERY COUNTY SPORTS AUTHORITY

ARTICLE I - PURPOSE

1.1 The Clarksville-Montgomery County Sports Authority ("Authority") is a duly organized and incorporated entity created, pursuant to the provisions of the Sports Authority Act of 1993, as amended, being Chapter 67 of Title 7 of the Tennessee Code Annotated, and found in Tennessee Code Annotated 7-67-101, etc. seq. The purposes for the Authority is to promote and further develop sports and recreational opportunities in Montgomery County by facilitating and equipping the acquisition, construction, and rehabilitation of sports complexes and other recreational facilities, all as set out in such a statute, and with all of the powers set out in the Charter of the Corporation.

ARTICLE II - OFFICE

2.1 The principal office of the Authority shall be Economic Development Council, 312 Madison Street, Clarksville, Tennessee 37040.

Comment [TH1]: 25 Jefferson Street, Suite 300

2.2 The Board of Directors ("the Board") may also have an office or offices at such other place or places as the Board of Directors may, from time to time, determine and designate.

ARTICLE III - BOARD OF DIRECTORS

3.1 All of the powers of the Authority shall be vested in its Board of Directors, which Board shall be responsible for exercising the powers of the Corporation as set forth in Chapter 67 of Title 7 of the Tennessee Code Annotated, and found in Tennessee Code Annotated 7-67-101, etc. seq., as from time to time amended. The Board shall control all property belonging to Authority, be responsible for its budget, finances, and operation, and otherwise direct its affairs consistent with the powers set out in the Charter of Corporation.

3.2 The Board shall be comprised of eleven (11) voting members, all of whom shall be duly qualified voters of the City of Clarksville and County of Montgomery, Tennessee.

Comment [TH2]: Nine (9)

Comment [TH3]: be the same board of director that comprise the Clarksville Montgomery County Tourist Commission.

No director shall be an elected official or employee of the City of Clarksville or Montgomery County. The directors shall serve as such without compensation, except that they may be reimbursed for their actual expenses in and about the performance of their duties. Five (5) directors shall be appointed by the Mayor of Montgomery County, subject to the approval of the Board of Commissioners, and they shall be appointed and shall hold office for staggered terms. Five (5) directors shall be appointed by the Mayor of the City of Clarksville, subject to the approval of

the Clarksville City Council, and they shall be so appointed that they shall hold office for staggered terms. Furthermore, one (1) director shall be jointly appointed by both Mayors, subject to the approval of the Montgomery County Board of Commissioners and the Clarksville City Council, and such may serve as Chairman of the Board of Directors of the Corporation. The current directors elected and their terms of office are as follows:

Board Members	Appointed By	Terms
Carolyn Pierce	County	4
Milan Lewis	County	6
Steve Stroman	County	2
Don Jenkins	County	4
Billy Atkins	County	6
Connie Silk	City	4
Jeannie Beauchamp	City	6
Leo Millan	City	2
Larry Rocconi	City	4
Randy Clouser	City	2
Doug Weiland	Both City and County	6

Upon the expiration of the terms of the directors named above, the terms of all directors shall be six (6) years; provided, that if at the expiration of any term of office of any director, a successor thereto shall not have been elected, then such director shall hold over until a successor has been duly elected and qualified. No director shall serve more than two (2) successive six (6) year terms.

Comment [TH4]: Remove

3.3 Vacancies in the Board of Directors by reason of death, resignation, expiration of term, or other cause shall be filled by the applicable appointing body for that director, and such newly appointed director filling an unexpired term shall hold office for the balance of that term.

Comment [TH5]: Remove

ARTICLE IV – MEETINGS OF THE BOARD OF DIRECTORS

4.1 The Board of Directors’ meetings shall be held at the principal office of the Corporation, or at such other place as may, from time to time, be designated by the Chairman of the Board of Directors.

4.2 Regular meetings shall be held at such times and frequency as may be determined by the Board of Directors and special meetings may be called by the Chairman or any two (2) directors, by giving five (5) days’ notice to each director. Notice shall be deemed given when delivered in person or posted in the United States Mail, postage prepaid, addressed to each director at such director’s address of record maintained by the Secretary of the Corporation.

4.3 The annual meetings of the Board of Directors of the Corporation shall be held at the principal office of the Corporation, or at such other place as may, from time to time, be designated by the Chairman of the Board of Directors. Such annual meetings shall be held on the last Monday in January, beginning with the year 2008. A notice setting out the time and place of such annual meeting shall be mailed, postage prepaid, to each member of the Board of Directors, at least fifteen (15) days prior to the annual meeting.

4.4 A majority of the entire membership of the Board of Directors shall constitute a quorum of the transaction of any business. Unless a greater number of percentage is required by these Bylaws, or otherwise, the vote of a majority of the total number of directors comprising the Board shall be required for the action of the Board of Directors.

4.5 All meetings shall be deemed open meetings in compliance with the open meetings laws of the State of Tennessee and public notice of all meetings, whether annual, regular, or special, of the Board of Directors, shall be given in accordance with applicable law.

ARTICLE V – OFFICERS

5.1 The officers of the Corporation shall consist of a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers as the Board shall, from time to time, deem necessary or desirable. The offices of Secretary and Treasurer may be held by the same person.

Comment [TH6]: The officers of the Corporation shall consist of the same officer duly elected by the Clarksville Montgomery County Tourist Commission., and their after shall continue to hold office until his or her successor has been duly elected and qualified.

5.2 The initial officers of the Corporation shall be elected by the Board of Directors at its first meeting or as soon thereafter as may be convenient. Each initial officer shall hold office until the annual meeting of the Board of Directors in the year 2008 and, thereafter, until his or her successor has been duly elected and qualified. Subsequent officers of the Corporation shall be elected at the annual meeting of the Board of Directors. Each such officer shall be elected for a one-year term, but shall continue to hold office until his or her successor has been duly elected and qualified.

Comment [TH7]: Remove

5.3 The Chairman shall preside at all meetings of the directors and discharge all of the duties which devolve upon a presiding officer, and perform such other duties as may be prescribed by the Board of Directors.

5.4 The Vice Chairman shall perform such duties as may be assigned to him/her. In the case of death, disability, or absence of the Chairman, the Vice Chairman shall perform and be vested with all of the duties and powers of the Chairman.

Comment [TH8]: Additional he or she will keep the record of the minutes of the processing's in each meeting, and shall have custody of all books, records, and papers of the Corporation, except such as shall be in charge of the Treasurer or such person or persons authorized to have custody and possession thereof by a proper resolution of the Board of Directors.

5.5 The Secretary shall keep the record of the minutes of the proceedings in each meeting. The Secretary shall have custody of all books, records, and papers of the Corporation, except such as shall be in charge of the Treasurer or such person or

persons authorized to have custody and possession thereof by a proper resolution of the Board of Directors.

Comment [TH9]: Remove

5.6 The **Treasurer** shall keep account of all money received and disbursed and shall deposit the same with a bank or trust company which is a member of the Federal Deposit Insurance Corporation.

Comment [TH10]: Vice Chairman

5.7 **Other** officers shall perform such duties as shall be designated by the Board of Directors.

Comment [TH11]: Remove

5.8 Each of such officers may be removed at any time by the affirmative vote of the majority of the entire Board of Directors.

5.9 If any office becomes vacant for any reason, the Board of Directors may choose a successor who shall hold office for the unexpired term of such office.

ARTICLE VI – WAIVER OF NOTICE

6.1 Whenever any notice whatever is required to be given under the provisions of these Bylaws or under the provisions of Certificate of Incorporation or under the provisions of the law under which this Corporation is organized, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VII – CONFLICTS OR DUALITY OF INTEREST POLICY

7.1 Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt organization's ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

7.2 Definitions.

- a. Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - (i) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
 - (ii) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

- (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct or indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 8.3, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

7.3 Procedures.

- a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of the conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest.
 - (i) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - (ii) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - (iii) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - (iv) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- d. Violations of the Conflict of Interest Policy.
 - (i) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it

- shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (ii) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7.4 Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

7.5 Compensation.

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. A voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

7.6 Annual Statements. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person.

- a. Has received a copy of the conflicts of interest policy.
- b. Has read and understands the policy.
- c. Has read and understands the policy.
- d. Understands the Organization is tax-exempt and in order to maintain its federal tax exemption, it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

- 7.7 Periodic Reviews. To ensure the Organization operates in a manner consistent with tax-exempt purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- 7.8 Use of Outside Experts. When conducting the periodic reviews as provided in Section 8.7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE VIII – INDEMNIFICATION

- 8.1 The Authority shall indemnify any individual member of the Board of Directors against any liability incurred by such director, if the same was incurred in a proceeding whereby such director conducted himself/herself in good faith and reasonably believed such conduct was in the best interest of the Authority, and shall further indemnify in all other cases where such conduct was, at least not opposed to the best interest of the Board.
- 8.2 The Authority shall indemnify any member of the Board of Directors who is wholly successful, on the merits or otherwise, or who is immune from suit under the provisions of Tennessee Code Annotated 48-58-601, in the defense of any proceeding to which such board member was a party because of being a director, against all reasonable expenses incurred by such board member in connection with the proceeding.
- 8.3 The Authority shall indemnify its officers, employees, and agents who are not a Director of the Board to the same extent as such indemnity is afforded to a Director in Paragraphs 8.1 and 8.2 above herein.

ARTICLE IX – SEAL

- 9.1 The Corporation may have a seal in such form as may be determined by the Board of Directors. The words "The Clarksville-Montgomery County Sports Authority" shall appear thereon. The absence of a seal being impressed on an official document of the Corporation shall not affect the validity or

enforceability of such document where otherwise properly authorized and executed.

ARTICLE X - ROBERT'S RULES OF ORDER

- 10.1 Subject to the requirements of these Bylaws, the proceedings at all Board and Committee meetings shall be governed by the then current edition of Robert's Rules of Order.

ARTICLE XI - AMENDMENTS

- 11.1 These Bylaws may be amended by a majority vote of the Board of Directors at any annual meeting or any special meeting called for that purpose, provided that copies of said proposed amendment have been furnished to all members not less than five (5) days prior to such meeting, and shall become effective upon the approval of both the Clarksville City Council and the Board of Commissioners of Montgomery County.

Amended Bylaws:

Approved by the Board of Directors on the _____ day of _____, 2006.

Comment [TH12]: 2014

Chairman

Secretary

Comment [TH13]: Vice Chairman

**RESOLUTION TO CONVEY A SANITARY SEWER EASEMENT AND REVISE AN EXISTING
SANITARY SEWER EASEMENT, PREVIOUSLY CONVEYED, IN ROTARY PARK
TO THE CITY OF CLARKSVILLE**

WHEREAS, the Montgomery County Board of Commissioners approved Resolution 12-6-3 conveying a sanitary sewer easement across certain real estate owned by Montgomery County, Tennessee, located at Rotary Park, Clarksville, Tennessee, to the City of Clarksville, Tennessee, for the purpose of extending a City sanitary sewer line; and

WHEREAS, a copy of said Resolution is attached hereto as Exhibit "A"; and

WHEREAS, the actual route of the sanitary sewer line was revised during planning and construction, in order to reduce disturbance to Rotary Park and reduce construction expenses for the City of Clarksville, Tennessee; and

WHEREAS, a revised sanitary sewer easement is required to replace the aforementioned existing sanitary sewer easement approved in Resolution 12-6-3, in order to capture the actual location of the City sanitary sewer line; and

WHEREAS, a copy of said easement is attached hereto as Exhibit "B"; and

WHEREAS, the City of Clarksville, Tennessee, is also in need of an easement across certain real estate more recently acquired by Montgomery County, Tennessee, by deed of record in Official Record Book Volume 1462, Pages 2524-2526 of the Register's Office of Montgomery County, Tennessee, and identified as Map 081, Tax Parcel #101.00 in the Montgomery County Tax Assessor's Office; and

WHEREAS, said real estate is now considered to be a portion of Rotary Park, Clarksville, Tennessee; and

WHEREAS, a copy of said easement is attached hereto as Exhibit "C"; and

WHEREAS, the presence of these sanitary sewer easements and lines will save Montgomery County a substantial amount of money on sewer services to future improvements upon the property; and

WHEREAS, the Montgomery County Board of Commissioners feel it is in the best interest of the citizens of Clarksville-Montgomery County that said sanitary sewer easements be granted to the City of Clarksville.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 13th day of January, 2015, that the County Mayor is hereby authorized to sign all necessary documents to convey the sanitary sewer easements, as described in Exhibits "B" and "C" attached hereto, to the City of Clarksville.

Duly passed and approved this 13th day of January, 2015.

Sponsor 

Commissioner 

Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION TO CONVEY A SANITARY SEWER
EASEMENT IN ROTARY PARK TO THE CITY OF CLARKSVILLE**

WHEREAS, the City of Clarksville is in need of an easement across certain real estate owned by Montgomery County, Tennessee, located at Rotary Park, Clarksville, Tennessee; and

WHEREAS, said easement shall be utilized for the purposes of extending a City sanitary sewer line; and

WHEREAS, a copy of said Easement is attached hereto as Exhibit "A;" and

WHEREAS, the presence of the Sanitary Sewer easement will save Montgomery County a substantial amount of money on sewer services to future improvements upon the property; and

WHEREAS, the Montgomery County Board of Commissioners feel it is in the best interest of the citizens of Clarksville-Montgomery County that said sanitary sewer easement be granted to the City of Clarksville.

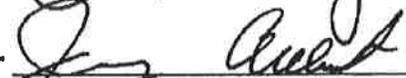
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 11th day of June, 2012. that the County Mayor is hereby authorized to sign all necessary documents to convey the sanitary sewer easement, as described in Exhibit "A" attached hereto, to the City of Clarksville.

Duly approved this 11th day of June, 2012.

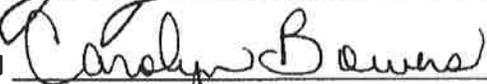
Sponsor



Commissioner



Approved



County Mayor

Attested



County Clerk

AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements Montgomery County, a political subdivision of the State of Tennessee, does hereby grant, bargain, sell, transfer and convey unto the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water and/or natural gas utilities.

Permanent Utility Easement #1

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a western boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Martha M. Pile property as described in Deed Book V408, Page 1818, said point being South 07°19'07" West, 217.86 feet from an existing iron pin that serves as the northeast corner of the Martha M. Pile property.

Said centerline thence runs South 86°05'36" East, 21.46 feet to a point; thence South 43°48'44" East, 29.63 feet to the point of termination of Permanent Utility Easement #1 in the approximate centerline of Wall Branch, said termination point being a point on a shared property line between the Montgomery County property and the Herschel T. Harris property as described in Deed Book V1218, Page 1128.

Said Permanent Utility Easement #1 measuring approximately 766 square feet, or 0.0176 acres.

Permanent Utility Easement #2

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a northern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Evangeline Stanley property as described in Deed Book V92, Page 430, said point being North 80°56'54" West, 243.0 feet from an existing iron pin that serves as a southeast corner of the Evangeline Stanley property, the southwest corner of the Trent C. Knott property as described in Deed Book V1185, Page 114, on a shared property line with the Montgomery County property.

Said centerline thence runs South 06°52'50" West, 244.0 feet to a point; thence South 63°23'36" West, 120.0 feet to a point; thence South 86°50'30" West, 263.2 feet to a point; thence North 70°15'53" West, 219.3 feet to a point; thence North 37°12'38" West, 60.2 feet to a point; thence South 74°59'20" West, 119.9 feet to a point; thence North 81°57'49" West, 164.5 feet to the point of termination of Permanent Utility Easement #2, said termination point being a point on a shared property line between the Montgomery County property and the Herschel T. Harris property as described in Deed Book V1218, Page 1128.

Said Permanent Utility Easement #2 measuring approximately 17,867 square feet, or 0.410 acres.

Permanent Utility Easement #3

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in an eastern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Parkvue Village, LLC property as described in Deed Book V1055, Page 929, said point being South 06°04'14" West, 70.6 feet from an existing iron pin that serves as a northeast corner of the

This instrument was prepared by
Clarksville Gas and Water Department
Clarksville, TN 37043

Montgomery County Property
1 Rotary Park Road
Deed Book V222, Page 1, R.O.M.C.T.
Tax Map 081, Parcel 100.00

Montgomery County property, a northwest corner of the Parkvue Village, LLC property, and a southern corner of the James P. Snider property as described in Deed Book V1236, Page 955.

Said centerline thence runs North 62°15'32" West, 43.5 feet to a point; thence North 68°50'35" West, 178.1 feet to a point; thence North 89°44'37" West, 232.8 feet to a point; thence North 77°32'03" West, 320.9 feet to a point; thence North 56°11'45" West, 205.0 feet to the point of termination of Permanent Utility Easement #3, said termination point being a point on the centerline of Permanent Easement #2.

Said Permanent Utility Easement #3 measuring approximately 14,705 square feet, or 0.338 acres.

Temporary Access Easement and Material and Equipment Storage Easement

Said Temporary Access Easement includes use of Rotary Park Road, as well as off-road access from Rotary Park Road to the southwest towards Permanent Utility Easement #1, off-road access from Rotary Park Road to the south along the existing BP Petroleum Pipeline Easement, and from Rotary Park Road to the southeast along the existing TVA easement.

Said Temporary Material and Equipment Storage Easement includes grassed areas adjacent to Permanent Utility Easement #1, grassed areas adjacent to the existing BP Petroleum Pipeline Easement both north and south of Rotary Park Road, and the grassed area generally bound to the west by Rotary Park Road, the northeast by the TVA easement and the south by an existing treeline.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

Grantor does further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this _____ day of _____, 20_____

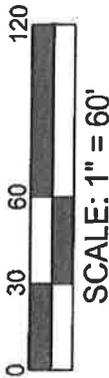
STATE OF TENNESSEE
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, _____ a Notary Public in and for said State and County, the within named _____, the bargainer, with whom I am personally acquainted, and who acknowledge that _____ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this _____ day of _____, 20_____.

My commission expires: _____

_____ Notary Public



MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.

GAS LINE
NO RECORDED EASEMENT FOUND

GRAVEL

ASPHALT

Ø CREEK

PROPERTY LINE MEANDERS
WITH CENTERLINE OF CREEK

POINT OF BEGINNING
IP

MARTHA M. PILE
PROPERTY
ORV 408, PG 1818 R.O.M.C.T.

S07° 19' 07"W
217.86'

S86° 05' 36"E
21.46'

S43° 48' 44"E
29.63'

15.0' PERMANENT
EASEMENT #1

HERSCHEL T. HARRIS, ET UX PROPERTY
ORV 1218, PG 1128 R.O.M.C.T.



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

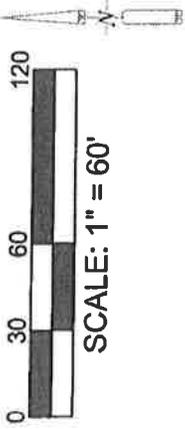
931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-01

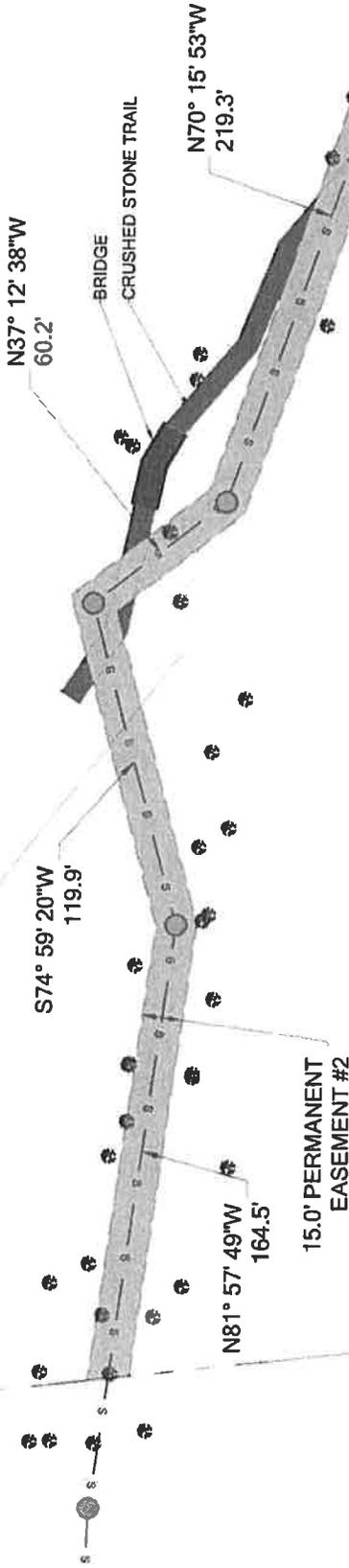
Date: APRIL 2012

Revision: 0



MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.

CENTERLINE OF CREEK



HERSCHEL T. HARRIS,
ET UX PROPERTY
ORV 1218,
PG 1128 R.O.M.C.T.

MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

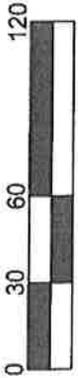
931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-02-B

Date: APRIL 2012

Revision: 0



SCALE: 1" = 60'

ELZIE & BOBBY STANLEY PROPERTY
DB 149, PG 178 R.O.M.C.T.

EVANGELINE STANLEY PROPERTY
DB 92, PG 430 R.O.M.C.T.

MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.

POINT OF BEGINNING
TRENT C. KNOTT PROPERTY
DB 1185, PG 114 R.O.M.C.T.

15.0' PERMANENT
EASEMENT #2

CENTERLINE
150.0' T/A TRANSMISSION
LINE EASEMENT

N80° 56' 54"W
243.0'

S06° 52' 50"W
244.0'

S86° 50' 30"W
263.2'

S63° 23' 36"W
120.0'



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-02-A

Date: APRIL 2012

Revision: 0



SCALE: 1" = 60'



N56° 11' 45"W
205.0'

15.0' PERMANENT
EASEMENT #3

N77° 32' 03"W
320.9'

MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.

D CREEK

150.0' T/A TRANSMISSION
LINE EASEMENT



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

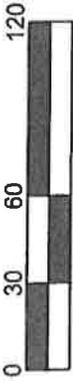
931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-03-B

Date: APRIL 2012

Revision: 0



SCALE: 1" = 60'

MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.

N77° 32' 03"W
320.9'

N89° 44' 37"W
232.8'

15.0' PERMANENT
EASEMENT #3

S06° 04' 14"W
70.6'

N68° 50' 35"W
178.1'

N62° 15' 32"W
43.5'

POINT OF
BEGINNING

JAMES P. SNIDER
ORV 1236, PG. 955 R.O.M.C.T.

PARKVUE VILLAGE
PROPERTY
ORV 1055, PG 929
R.O.M.C.T.

MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-03-A

Date: APRIL 2012

Revision: 0

EXHIBIT B

This instrument was prepared by
Clarksville Gas and Water Department
Clarksville, TN 37043

Montgomery County Property
1 Rotary Park Road
Deed Book V222, Page 1, R.O.M.C.T.
Tax Map 081, Parcel 100.00

AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements I/we do hereby grant, bargain, sell, transfer and convey unto the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water and/or natural gas utilities.

Permanent Utility Easement #1

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a western boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Martha M. Pile property as described in Deed Book V408, Page 1818, said point being South 07°19'07" West, 217.9 feet from an existing iron pin that serves as the northeast corner of the Martha M. Pile property.

Said centerline thence runs South 86°05'36" East, 21.5 feet to a point; thence South 43°48'44" East, 29.6 feet to the point of termination of Permanent Utility Easement #1 in the approximate centerline of Wall Branch, said termination point being a point on a shared property line between the subject Montgomery County property and the Montgomery County property as described in Deed Book V1462, Page 2524.

Said Permanent Utility Easement #1 measuring approximately 766 square feet, or 0.0176 acres.

Permanent Utility Easement #2

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a northern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Evangeline Stanley property as described in Deed Book V92, Page 430, said point being North 80°56'28" West, 246.2 feet from an existing iron pin that serves as a southeast corner of the Evangeline Stanley property, the southwest corner of the Trent C. Knott property as described in Deed Book V1208, Page 1891, on a shared property line with the Montgomery County property.

Said centerline thence runs South 45°54'06" West, 189.9 feet to a point; thence South 45°54'06" West, 140.1 feet to a point; thence South 62°47'39" West, 178.2 feet to a point; thence North 70°15'53" West, 219.3 feet to a point; thence North 37°12'38" West, 60.2 feet to a point; thence South 74°59'20" West, 119.9 feet to a point; thence North 81°57'49" West, 164.5 feet to the point of termination of Permanent Utility Easement #2, said termination point being a point on a shared property line between the subject Montgomery County property and the Montgomery County property as described in Deed Book V1462, Page 2524.

Said Permanent Utility Easement #2 measuring approximately 16,849 square feet, or 0.387 acres.

Permanent Utility Easement #3

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in an eastern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Parkvue Village, LLC property as described in Deed Book V1055, Page 929, said point being South 06°04'14" West, 70.6 feet from an existing iron pin that serves as a northeast corner of the Montgomery County property, a northwest corner of the Parkvue Village, LLC property, and a southern corner of the James P. Snider property as described in Deed Book V1236, Page 955.

Said centerline thence runs North 62°15'32" West, 43.5 feet to a point; thence North 68°50'35" West, 178.1 feet to a point; thence North 89°44'37" West, 232.8 feet to a point; thence North 77°32'03" West, 380.5 feet to a point; thence North 46°28'52" West, 290.3 feet to the point of termination of Permanent Utility Easement #3, said termination point being a point on the edge of Permanent Easement #2.

Said Permanent Utility Easement #3 measuring approximately 17,027 square feet, or 0.391 acres.

Temporary Construction Easement

A 10-foot wide temporary construction easement adjacent and parallel to each side of the above-described permanent utility easements is included where applicable.

Temporary Access Easement and Material and Equipment Storage Easement

Said Temporary Access Easement includes use of Rotary Park Road, as well as off-road access from Rotary Park Road to the southwest towards Permanent Utility Easement #1, off-road access from Rotary Park Road to the south along the existing BP Petroleum Pipeline Easement, and off-road access from Rotary Park Road to the southeast along the existing TVA easement.

Said Temporary Material and Equipment Storage Easement includes grassed areas adjacent to Permanent Utility Easement #1, grassed areas adjacent to the existing BP Petroleum Pipeline Easement both north and south of Rotary Park Road, and the grassed area generally bound to the west by Rotary Park Road, the northeast by the TVA easement and the south by an existing treeline, and the cleared area within the TVA easement.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/we do further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this _____ day of _____, 20____

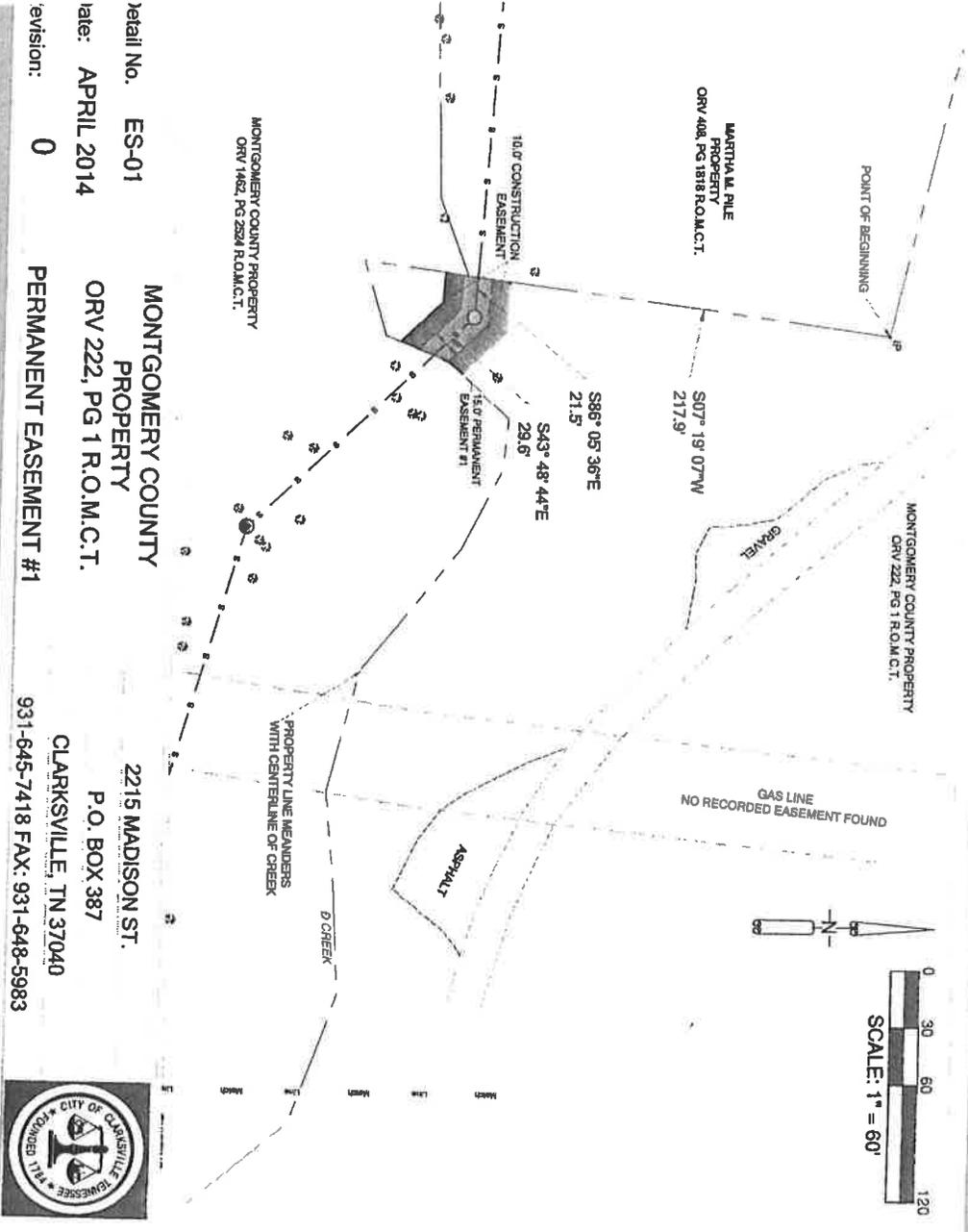
STATE OF TENNESSEE
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, _____ a Notary Public in and for said State and County, the within named _____, the bargainer, with whom I am personally acquainted, and who acknowledge that _____ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this _____ day of _____, 20____

My commission expires: _____

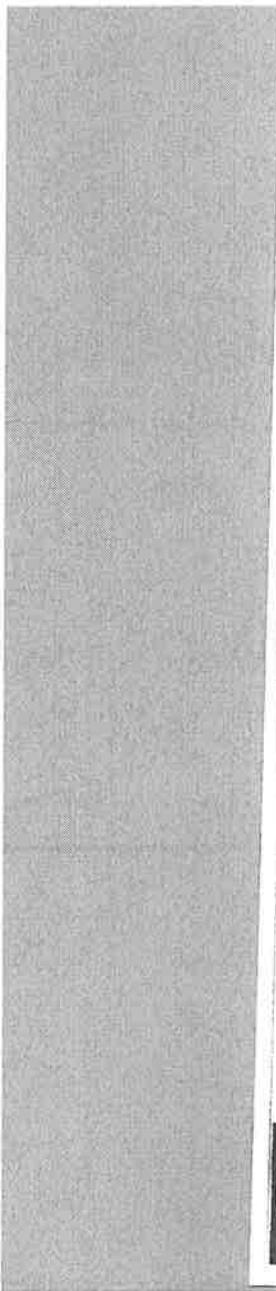
Notary Public

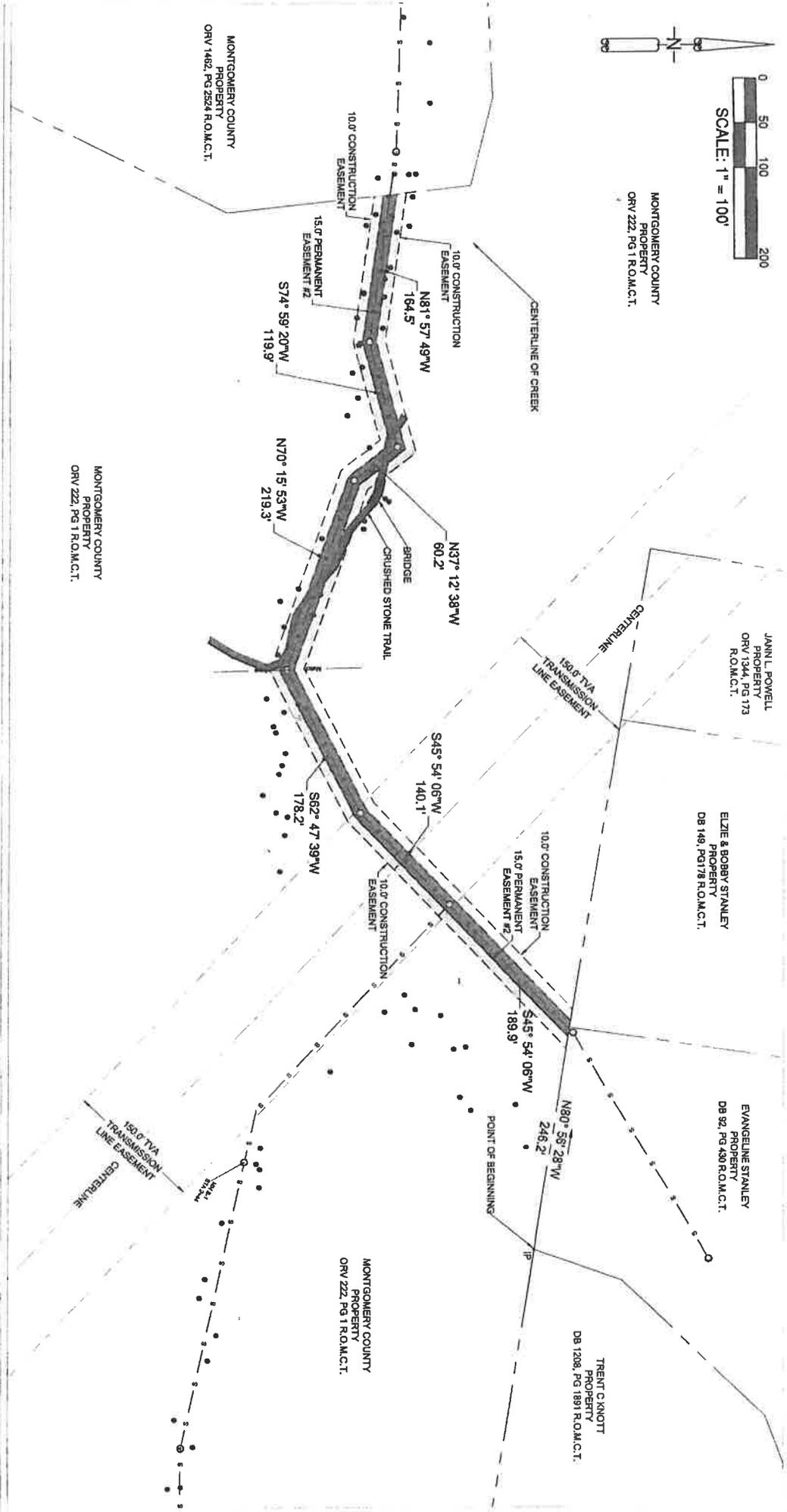
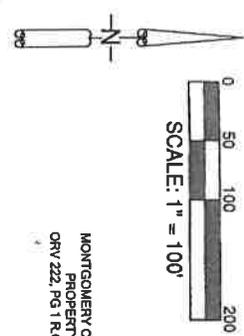


Detail No. ES-01
 Date: APRIL 2014
 Revision: 0

MONTGOMERY COUNTY
 PROPERTY
 ORV 222, PG 1 R.O.M.C.T.
 PERMANENT EASEMENT #1

2215 MADISON ST.
 P.O. BOX 387
 CLARKSVILLE, TN 37040
 931-645-7418 FAX: 931-648-5983





Detail No. **ES-03**
 Date: **APRIL 2014**
 Revision: **0**

MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.
PERMANENT EASEMENT #2

2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
931-645-7418 FAX: 931-648-5983



END OF EASEMENT
(TRANS INTO EASEMENT #2)

30

60

90

120

150

180

210

240

270

300

330

360

390

420

450

480

510

540

570

600

630

660

690

720

750

780

810

840

870

900

930

960

990

1020

1050

1080

1110

1140

1170

1200

1230

1260

1290

1320

1350

1380

1410

1440

1470

1500

1530

1560

1590

1620

1650

1680

1710

1740

1770

1800

1830

1860

1890

1920

1950

1980

2010

2040

2070

2100

2130

2160

2190

2220

2250

2280

2310

2340

2370

2400

2430

2460

2490

2520

2550

2580

2610

2640

2670

2700

2730

2760

2790

2820

2850

2880

2910

2940

2970

3000

3030

3060

3090

3120

3150

3180

3210

3240

3270

3300

3330

3360

3390

3420

3450

3480

3510

3540

3570

3600

3630

3660

3690

3720

3750

3780

3810

3840

3870

3900

3930

3960

3990

4020

4050

4080

4110

4140

4170

4200

4230

4260

4290

4320

4350

4380

4410

4440

4470

4500

4530

4560

4590

4620

4650

4680

4710

4740

4770

4800

4830

4860

4890

4920

4950

4980

5010

5040

5070

5100

5130

5160

5190

5220

5250

5280

5310

5340

5370

5400

5430

5460

5490

5520

5550

5580

5610

5640

5670

5700

5730

5760

5790

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5850

5880

5910

5940

5970

6000

6030

6060

6090

6120

6150

6180

6210

6240

6270

6300

6330

6360

6390

6420

6450

6480

6510

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6570

6600

6630

6660

6690

6720

6750

6780

6810

6840

6870

6900

6930

6960

6990

7020

7050

7080

7110

7140

7170

7200

7230

7260

7290

7320

7350

7380

7410

7440

7470

7500

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7590

7620

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7800

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7890

7920

7950

7980

8010

8040

8070

8100

8130

8160

8190

8220

8250

8280

8310

8340

8370

8400

8430

8460

8490

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8670

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8910

8940

8970

9000

9030

9060

9090

9120

9150

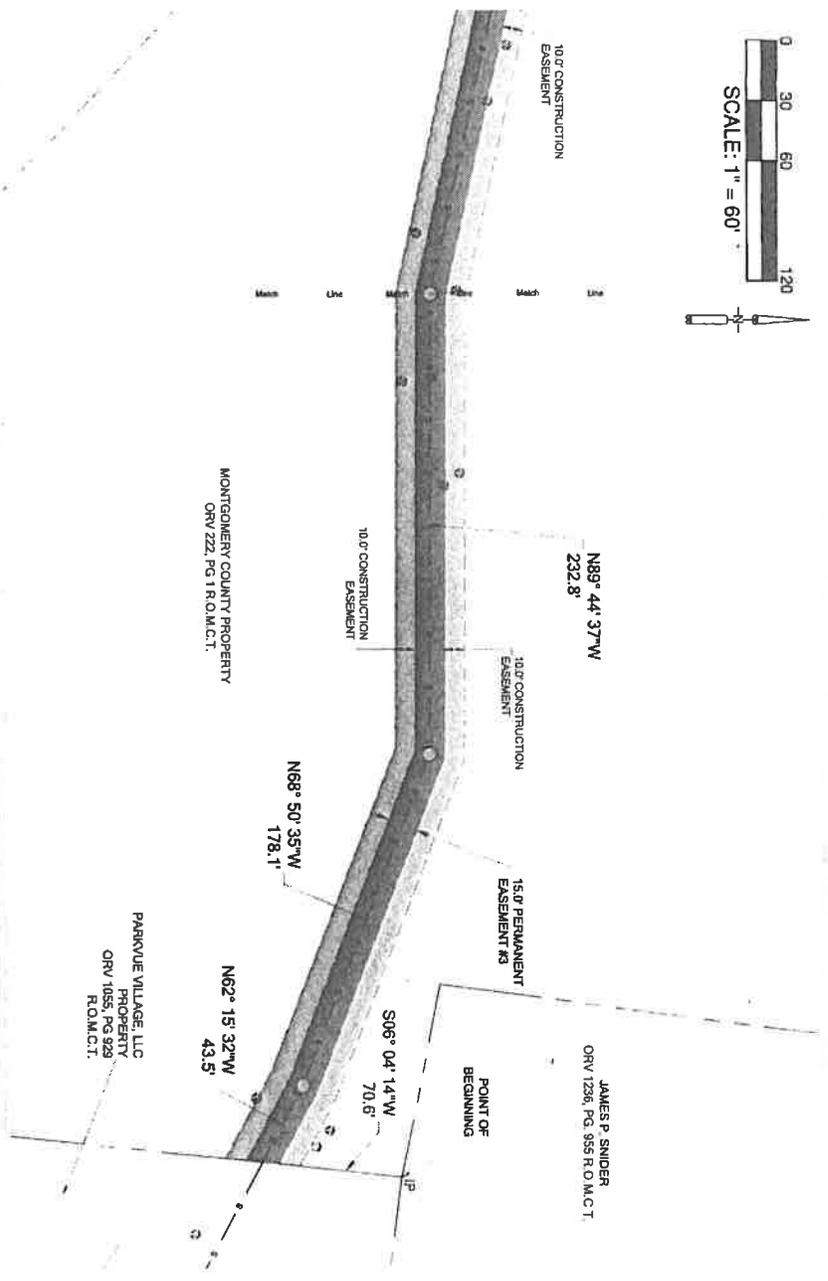
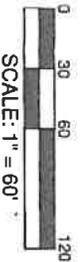
9180

9210

9240

9270

9300



Retail No. ES-04-A
 Date: APRIL 2012
 Revision: 0

**MONTGOMERY COUNTY
 PROPERTY**
 ORV 222, PG 1 R.O.M.C.T.
PERMANENT EASEMENT #3

2215 MADISON ST.
 P.O. BOX 387
 CLARKSVILLE, TN 37040
 931-645-7418 FAX: 931-648-5983



EXHIBIT C

This instrument was prepared by
Clarksville Gas and Water Department
Clarksville, TN 37043

Montgomery County, Tennessee Property
0 E. Old Ashland City Road
Deed Book V1462, Page 2524
Tax Map 081, Parcel 101.00

AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements I/we do hereby grant, bargain, sell, transfer and convey unto the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water and/or natural gas utilities.

Permanent Utility Easement

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in the eastern boundary of the Montgomery County, Tennessee property as described in Deed Book V1462, Page 2524, said point being on a shared property line between the subject Montgomery County, Tennessee property and the Montgomery County, Tennessee property as described in Deed Book V222, Page 1, said point being South 05°58'15" East, 89.36 feet from an existing iron pin located approximately in the centerline of Wall Branch that serves as the northeast corner of the subject Montgomery County, Tennessee property.

Said centerline thence runs North 81°57'49" West, 47.39 feet to a point; thence North 88°01'35" West, 395.96 feet to a point; thence North 74°02'48" West, 396.61 feet to a point; thence North 43°48'44" West, 132.19 feet to the point of termination of the Permanent Utility Easement, said termination point located approximately in the centerline of Wall Branch, said termination point being on a shared property line between the Montgomery County, Tennessee property described in Deed Book V1462, Page 2524 and the Montgomery County, Tennessee property described in Deed Book V222, Page 1.

Said Permanent Utility Easement measuring approximately 14,592 square feet, or 0.335 acres.

Temporary Construction Easement

A 10-foot wide temporary construction easement adjacent and parallel to each side of the described utility easement is included where applicable.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/we do further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this ____ day of _____, 20____

STATE OF TENNESSEE
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, _____ a Notary Public in and for said State and County, the within named _____, the bargainer, with whom I am personally acquainted, and who acknowledge that _____ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this ____ day of _____, 20____.

My commission expires: _____

Notary Public

MONTGOMERY COUNTY PROPERTY
ORV 222, PG 1 R.O.M.C.T.

ASPHALT

PROPERTY LINE MEANDERS
WITH CENTERLINE OF CREEK

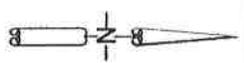
D. CREEK

15.0' PERMANENT
EASEMENT

N74° 02' 48" W
396.6'

GAS LINE
NO RECORDED EASEMENT
FOUND

MONTGOMERY COUNTY PROPERTY
ORV 1462, PG 2524 R.O.M.C.T.



MONTGOMERY COUNTY
PROPERTY
ORV 222, PG 1 R.O.M.C.T.

PROPERTY LINE MEANDERS
WITH CENTERLINE OF CREEK

D. CREEK

15.0' PERMANENT
EASEMENT

N88° 01' 35" W
396.0'

MONTGOMERY COUNTY
PROPERTY
ORV 1462, PG 2524 R.O.M.C.T.

S05° 58' 15" E
89.4'

N81° 57' 49" W
47.4'

POINT OF
BEGINNING

Detail No. **ES-02**

Date: **APRIL 2014**

Revision: **0**

MONTGOMERY COUNTY PROPERTY
ORV 1462, PG 2524 R.O.M.C.T.

2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

931-645-7418 FAX: 931-648-5983



**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
BOND ANTICIPATION NOTES NOT TO EXCEED \$1,708,900**

WHEREAS, the Governing Body of Montgomery County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following equipment purchase for Bi-County Solid Waste; and

WHEREAS, the Governing Body has determined that the equipment will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, the Local Government intends to issue and sell general obligation bonds (the “Bonds”) pursuant to the provisions of Title Nine, Tennessee Code Annotated, to finance the cost of the Project; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), local governments in Tennessee are authorized to issue and sell interest bearing bond anticipation notes for the purpose of providing funds in anticipation of the issuance of bonds upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of bond anticipation notes at this time.

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Montgomery County Tennessee, as follows:

Section 1. That, for the purpose of providing funds in anticipation of the issuance of the Bonds, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue an interfund loan not to exceed five hundred thousand dollars (\$1708, 900).

Section 2. That the interfund loan shall mature not later than two (2) years after the date of issuance. If any of the interfund loan shall remain unpaid at the end of two (2) years from the original issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to state law, or be otherwise liquidated as approved by the State Director of Local Finance.

Section 3. That the interfund loan may be renewed or extended as permitted by law.

Section 4. That, after the transfer of the interfund loan, and for each year that the loan is outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the loan. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 5. That all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage and the satisfaction of all conditions referenced in this Resolution.

Duly passed and approved this 13th day of January, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT
OF BOND ANTICIPATION NOTES NOT TO EXCEED \$500,000**

WHEREAS, the Governing Body of Montgomery County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide additional funds for the following public works project (the “Project”); the Veterans Plaza Renovation; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, the Local Government intends to issue and sell general obligation bonds (the “Bonds”) pursuant to the provisions of Title Nine, Tennessee Code Annotated, to finance the cost of the Project; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), local governments in Tennessee are authorized to issue and sell interest bearing bond anticipation notes for the purpose of providing funds in anticipation of the issuance of bonds upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of bond anticipation notes at this time.

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Montgomery County Tennessee, as follows:

Section 1. That, for the purpose of providing funds in anticipation of the issuance of the Bonds, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue an interfund loan not to exceed five hundred thousand dollars (\$500,000).

Section 2. That the interfund loan shall mature not later than two (2) years after the date of issuance. If any of the interfund loan shall remain unpaid at the end of two (2) years from the original issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to state law, or be otherwise liquidated as approved by the State Director of Local Finance.

Section 3. That the interfund loan may be renewed or extended as permitted by law.

Section 4. That, after the transfer of the interfund loan, and for each year that the loan is outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the “Director”.) The budget shall be kept balanced during the life of the loan. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the “Statutes”.) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 5. That all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage and the satisfaction of all conditions referenced in this Resolution.

Duly passed and approved this 13th day of January, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS AUTHORIZING
THE FINANCE OF A MORBARK TUB GRINDER VIA
A CAPITAL LEASE AGREEMENT**

WHEREAS, Bi-County Solid Waste (Lessee) desires to enter into a three (3) year Equipment Capital Lease Agreement with John Deere Credit (Lessor), as set forth in Exhibit A, for the purpose of financing the equipment therein described for the total cost specified therein (collectively the "Equipment") and to own such equipment at the end of the lease term. The total equipment cost is \$365,596.00. Total lease amount at end of term is \$382,751.20 and;

WHEREAS, the funding for the Capital Lease agreement (annual lease cost of \$127,583.40) was initially appropriated by way of Bi-County Solid Waste Budget and is reflected in the budget for FY 2014/2015, and:

WHEREAS, pursuant to Section 68-211-906 (5) of the Tennessee Code Annotated, Bi-County Solid Waste is authorized to Acquire, whether by purchase, exchange, gift, devise, lease, the exercise of the power of eminent domain or otherwise, any and all types of property, whether real, personal or mixed, tangible or intangible and whether or not subject to mortgages, liens, charges or other encumbrances and hold, sell, lease, exchange, donate or convey any or all of its properties, facilities or services, whenever the board of directors of the authority shall find such action to be in furtherance of the purposes for which the authority is created;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this the 13th day of January, 2015 that the Agreement and Exhibit attached hereto in substantially the same form as Exhibit "A", by and between the Lessor and the Lessee are hereby approved and the Director (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee. The agreement will be executed for fiscal year 2014-2015.

Duly passed and approved this 13th day of January, 2015.

Sponsor: 

Commissioner: 

Approved: _____
County Mayor

Attested: _____
County Clerk



**JOHN DEERE
FINANCIAL**

Lease Schedule

Lease Schedule No.	030-0061841-002
Master Lease Agreement No.	0061841

Lessee: (Name & Address)	MONTGOMERY COUNTY 3212 DOVER RD., WOODLAWN, TN 37191
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2015	MOR	1200XL	MORBARK TUB GRINDER	567-580	0	\$570,566.00

Equipment Location	3212 DOVER RD, WOODLAWN, TN, 37191	OUTSIDE city limits: <input checked="" type="checkbox"/>	MONTGOMERY COUNTY
---------------------------	------------------------------------	--	-------------------

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
01/13/2015	01/13/2018	36	\$10,631.95	\$0.00	\$10,631.95

*If part of the regular scheduled lease payment

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Billing Period	Advance Lease** Payment	\$0.00
13	02/13/2015	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule

Lease Schedule No.	030-0061841-002
Master Lease Agreement No.	0061841

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE MONTGOMERY COUNTY 3212 DOVER RD WOODLAWN, TN 37191	LESSOR DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:  _____ PETER REED, EXECUTIVE DIRECTOR	By: _____
Date:  _____	Date: _____

Montgomery County

Compound Period : Monthly

Nominal Annual Rate : 3.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/13/2015	365,596.00	1		
2 Payment	02/13/2015	10,631.95	36	Monthly	01/13/2018
3 Payment	02/13/2018	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	01/13/2015				365,596.00
1	02/13/2015	10,631.95	913.99	9,717.96	355,878.04
2	03/13/2015	10,631.95	889.70	9,742.25	346,135.79
3	04/13/2015	10,631.95	865.34	9,766.61	336,369.18
4	05/13/2015	10,631.95	840.92	9,791.03	326,578.15
5	06/13/2015	10,631.95	816.45	9,815.50	316,762.65
6	07/13/2015	10,631.95	791.91	9,840.04	306,922.61
7	08/13/2015	10,631.95	767.31	9,864.64	297,057.97
8	09/13/2015	10,631.95	742.64	9,889.31	287,168.66
9	10/13/2015	10,631.95	717.92	9,914.03	277,254.63
10	11/13/2015	10,631.95	693.14	9,938.81	267,315.82
11	12/13/2015	10,631.95	668.29	9,963.66	257,352.16
2015 Totals		116,951.45	8,707.61	108,243.84	
12	01/13/2016	10,631.95	643.38	9,988.57	247,363.59
13	02/13/2016	10,631.95	618.41	10,013.54	237,350.05
14	03/13/2016	10,631.95	593.38	10,038.57	227,311.48
15	04/13/2016	10,631.95	568.28	10,063.67	217,247.81
16	05/13/2016	10,631.95	543.12	10,088.83	207,158.98
17	06/13/2016	10,631.95	517.90	10,114.05	197,044.93
18	07/13/2016	10,631.95	492.61	10,139.34	186,905.59
19	08/13/2016	10,631.95	467.26	10,164.69	176,740.90
20	09/13/2016	10,631.95	441.85	10,190.10	166,550.80
21	10/13/2016	10,631.95	416.38	10,215.57	156,335.23
22	11/13/2016	10,631.95	390.84	10,241.11	146,094.12
23	12/13/2016	10,631.95	365.24	10,266.71	135,827.41
2016 Totals		127,583.40	6,058.65	121,524.75	
24	01/13/2017	10,631.95	339.57	10,292.38	125,535.03
25	02/13/2017	10,631.95	313.84	10,318.11	115,216.92
26	03/13/2017	10,631.95	288.04	10,343.91	104,873.01
27	04/13/2017	10,631.95	262.18	10,369.77	94,503.24
28	05/13/2017	10,631.95	236.26	10,395.69	84,107.55
29	06/13/2017	10,631.95	210.27	10,421.68	73,685.87
30	07/13/2017	10,631.95	184.21	10,447.74	63,238.13

Montgomery County

Date	Payment	Interest	Principal	Balance
31 08/13/2017	10,631.95	158.10	10,473.85	52,764.28
32 09/13/2017	10,631.95	131.91	10,500.04	42,264.24
33 10/13/2017	10,631.95	105.66	10,526.29	31,737.95
34 11/13/2017	10,631.95	79.34	10,552.61	21,185.34
35 12/13/2017	10,631.95	52.96	10,578.99	10,606.35
2017 Totals	127,583.40	2,362.34	125,221.06	
36 01/13/2018	10,631.95	26.52	10,605.43	0.92
37 02/13/2018	1.00	0.08	0.92	0.00
2018 Totals	10,632.95	26.60	10,606.35	
Grand Totals	382,751.20	17,155.20	365,596.00	



**JOHN DEERE
FINANCIAL**

Amortization Schedule

Lease Schedule No.	030-0061841-002
Master Lease-Purchase Agreement No.	0061841

Lessee: (Name & Address)	MONTGOMERY COUNTY 3212 DOVER RD, WOODLAWN, TN 37191				
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600				
Nominal Annual Rate:	3.00%				
Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
Lease	01/13/2015				365,596.00
1	02/13/2015	10,631.95	914.00	9,717.95	355,878.05
2	03/13/2015	10,631.95	889.70	9,742.25	346,135.80
3	04/13/2015	10,631.95	865.34	9,766.61	336,369.19
4	05/13/2015	10,631.95	840.93	9,791.02	326,578.17
5	06/13/2015	10,631.95	816.45	9,815.50	316,762.67
6	07/13/2015	10,631.95	791.91	9,840.04	306,922.63
7	08/13/2015	10,631.95	767.31	9,864.64	297,057.99
8	09/13/2015	10,631.95	742.65	9,889.30	287,168.69
9	10/13/2015	10,631.95	717.93	9,914.02	277,254.67
10	11/13/2015	10,631.95	693.14	9,938.81	267,315.86
11	12/13/2015	10,631.95	668.29	9,963.66	257,352.20
12	01/13/2016	10,631.95	643.38	9,988.57	247,363.63
13	02/13/2016	10,631.95	618.41	10,013.54	237,350.09
14	03/13/2016	10,631.95	593.38	10,038.57	227,311.52
15	04/13/2016	10,631.95	568.28	10,063.67	217,247.85
16	05/13/2016	10,631.95	543.12	10,088.83	207,159.02
17	06/13/2016	10,631.95	517.90	10,114.05	197,044.97
18	07/13/2016	10,631.95	492.62	10,139.33	186,905.64
19	08/13/2016	10,631.95	467.27	10,164.68	176,740.96
20	09/13/2016	10,631.95	441.85	10,190.10	166,550.86
21	10/13/2016	10,631.95	416.38	10,215.57	156,335.29
22	11/13/2016	10,631.95	390.84	10,241.11	146,094.18
23	12/13/2016	10,631.95	365.24	10,266.71	135,827.47
24	01/13/2017	10,631.95	339.57	10,292.38	125,535.09
25	02/13/2017	10,631.95	313.84	10,318.11	115,216.98
26	03/13/2017	10,631.95	288.04	10,343.91	104,873.07
27	04/13/2017	10,631.95	262.18	10,369.77	94,503.30
28	05/13/2017	10,631.95	236.26	10,395.69	84,107.61
29	06/13/2017	10,631.95	210.27	10,421.68	73,685.93
30	07/13/2017	10,631.95	184.22	10,447.73	63,238.20
31	08/13/2017	10,631.95	158.10	10,473.85	52,764.35
32	09/13/2017	10,631.95	131.91	10,500.04	42,264.31

33	10/13/2017	10,631.95	105.66	10,526.29	31,738.02
34	11/13/2017	10,631.95	79.35	10,552.60	21,185.42
35	12/13/2017	10,631.95	52.96	10,578.99	10,606.43
36	01/13/2018	10,631.95	26.52	10,605.43	1.00
37	01/13/2018	1.00	0.00	1.00	0.00
Grand Totals		382,751.20	17,155.20	365,596.00	

LESSEE **MONTGOMERY COUNTY**
3212 DOVER RD,
WOODLAWN, TN 37191

By:  _____
PETER REED , EXECUTIVE
DIRECTOR

Date:  _____

LESSOR **DEERE CREDIT, INC.**
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0061841 dated 01/13/2015 (the "Master Lease") and Lease Schedule No. 030-0061841-002 dated 01/13/2015 (the "Lease Schedule"), and entered into between MONTGOMERY COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____



JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0061841-002
Master Lease Agreement No.	0061841

Lessee: <small>(Name & Address)</small>	MONTGOMERY COUNTY 3212 DOVER RD, , WOODLAWN, TN 37191
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	MONTGOMERY COUNTY 3212 DOVER RD WOODLAWN, TN 37191
By:	_____
	PETER REED , EXECUTIVE DIRECTOR
Date:	_____

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax 800-826-9527

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease

Fax to 800-254-0020

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility

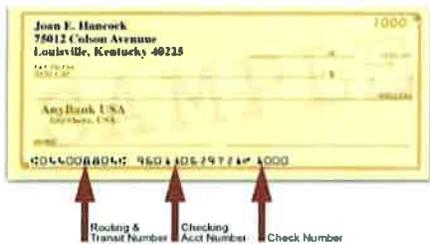
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

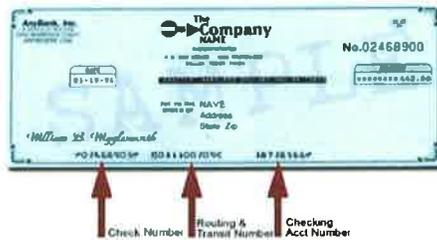
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name

John Deere Financial Account Number

Bank City & State

Name on John Deere Financial Account

Name on Bank Account

Social Security Number/Federal Tax ID

9 digit Bank Routing and Transit #

Type of Account: Checking Savings

Bank Account Number

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature Date

Bank Account Owner Phone Number

**RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS AUTHORIZING
THE FINANCE OF A JOHN DEERE DOZER VIA
A CAPITAL LEASE AGREEMENT**

WHEREAS, Bi-County Solid Waste (Lessee) desires to enter into a three (3) year Equipment Capital Lease Agreement with John Deere Credit (Lessor), as set forth in Exhibit A, for the purpose of financing the equipment therein described for the total cost specified therein (collectively the "Equipment") and to own such equipment at the end of the lease term. The total equipment cost is \$485,425.00. Total lease amount at end of term is \$508,234.24 and;

WHEREAS, the funding for the Capital Lease agreement (annual lease cost of \$169,411.08) was initially appropriated by way of Bi-County Solid Waste Budget and is reflected in the budget for FY 2014/2015, and:

WHEREAS, pursuant to Section 68-211-906 (5) of the Tennessee Code Annotated, Bi-County Solid Waste is authorized to Acquire, whether by purchase, exchange, gift, devise, lease, the exercise of the power of eminent domain or otherwise, any and all types of property, whether real, personal or mixed, tangible or intangible and whether or not subject to mortgages, liens, charges or other encumbrances and hold, sell, lease, exchange, donate or convey any or all of its properties, facilities or services, whenever the board of directors of the authority shall find such action to be in furtherance of the purposes for which the authority is created;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this the 13th day of January, 2015 that the Agreement and Exhibit attached hereto in substantially the same form as Exhibit "A", by and between the Lessor and the Lessee are hereby approved and the Director (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee. The agreement will be executed for fiscal year 2014-2015.

Duly passed and approved this 13th day of January, 2015.

Sponsor: _____
Yea Ford

Commissioner: _____
Joe Cook

Approved: _____
County Mayor

Attested: _____
County Clerk



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0061841-001
Master Lease Agreement No.	0061841

Lessee: (Name & Address)	MONTGOMERY COUNTY 3212 DOVER RD., WOODLAWN, TN 37191
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2010	JD	1050JT	CRAWLER DOZER	LU1050J011068	857	\$485,425.00

Equipment Location	3212 DOVER RD, WOODLAWN, TN, 37191	OUTSIDE city limits: <input checked="" type="checkbox"/>	MONTGOMERY COUNTY
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LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
01/13/2015	01/13/2018	36	\$14,117.59	\$0.00	\$14,117.59

*If part of the regular scheduled lease payment

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Billing Period	Advance Lease** Payment	\$0.00
13	02/13/2015	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule

Lease Schedule No.	030-0061841-001
Master Lease Agreement No.	0061841

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	MONTGOMERY COUNTY 3212 DOVER RD WOODLAWN, TN 37191	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
	PETER REED, EXECUTIVE DIRECTOR		
Date: 	_____	Date: _____	_____



**JOHN DEERE
FINANCIAL**

Amortization Schedule

Lease Schedule No.	030-0061841-001
Master Lease-Purchase Agreement No.	0061841

Lessee: (Name & Address)	MONTGOMERY COUNTY 3212 DOVER RD, WOODLAWN, TN 37191
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
Nominal Annual Rate:	3.00%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
Lease	01/13/2015				485,455.00
1	02/13/2015	14,117.59	1,213.64	12,903.95	472,551.05
2	03/13/2015	14,117.59	1,181.38	12,936.21	459,614.84
3	04/13/2015	14,117.59	1,149.04	12,968.55	446,646.29
4	05/13/2015	14,117.59	1,116.62	13,000.97	433,645.32
5	06/13/2015	14,117.59	1,084.11	13,033.48	420,611.84
6	07/13/2015	14,117.59	1,051.53	13,066.06	407,545.78
7	08/13/2015	14,117.59	1,018.86	13,098.73	394,447.05
8	09/13/2015	14,117.59	986.12	13,131.47	381,315.58
9	10/13/2015	14,117.59	953.29	13,164.30	368,151.28
10	11/13/2015	14,117.59	920.38	13,197.21	354,954.07
11	12/13/2015	14,117.59	887.39	13,230.20	341,723.87
12	01/13/2016	14,117.59	854.31	13,263.28	328,460.59
13	02/13/2016	14,117.59	821.15	13,296.44	315,164.15
14	03/13/2016	14,117.59	787.91	13,329.68	301,834.47
15	04/13/2016	14,117.59	754.59	13,363.00	288,471.47
16	05/13/2016	14,117.59	721.18	13,396.41	275,075.06
17	06/13/2016	14,117.59	687.69	13,429.90	261,645.16
18	07/13/2016	14,117.59	654.11	13,463.48	248,181.68
19	08/13/2016	14,117.59	620.45	13,497.14	234,684.54
20	09/13/2016	14,117.59	586.71	13,530.88	221,153.66
21	10/13/2016	14,117.59	552.88	13,564.71	207,588.95
22	11/13/2016	14,117.59	518.97	13,598.62	193,990.33
23	12/13/2016	14,117.59	484.98	13,632.61	180,357.72
24	01/13/2017	14,117.59	450.89	13,666.70	166,691.02
25	02/13/2017	14,117.59	416.73	13,700.86	152,990.16
26	03/13/2017	14,117.59	382.48	13,735.11	139,255.05
27	04/13/2017	14,117.59	348.14	13,769.45	125,485.60
28	05/13/2017	14,117.59	313.71	13,803.88	111,681.72
29	06/13/2017	14,117.59	279.20	13,838.39	97,843.33
30	07/13/2017	14,117.59	244.61	13,872.98	83,970.35
31	08/13/2017	14,117.59	209.93	13,907.66	70,062.69
32	09/13/2017	14,117.59	175.16	13,942.43	56,120.26
33	10/13/2017	14,117.59	140.30	13,977.29	42,142.97
34	11/13/2017	14,117.59	105.36	14,012.23	28,130.74
35	12/13/2017	14,117.59	70.33	14,047.26	14,083.48
36	01/13/2018	14,117.59	35.21	14,082.38	1.10
37	01/13/2018	1.00	0.10	1.10	0.00
Grand Totals		508,234.24	22,779.24	485,455.00	

LESSEE **MONTGOMERY COUNTY**
3212 DOVER RD,
WOODLAWN, TN 37191

By:  _____
PETER REED, EXECUTIVE
DIRECTOR

Date:  _____

LESSOR **DEERE CREDIT, INC.**
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0061841 dated 01/13/2015 (the "Master Lease") and Lease Schedule No. 030-0061841-001 dated 01/13/2015 (the "Lease Schedule"), and entered into between MONTGOMERY COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0061841-001
Master Lease Agreement No.	0061841

Lessee: (Name & Address)	MONTGOMERY COUNTY 3212 DOVER RD, , WOODLAWN, TN 37191
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	MONTGOMERY COUNTY 3212 DOVER RD WOODLAWN, TN 37191
By: _____ PETER REED, EXECUTIVE DIRECTOR	
Date: _____	

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

**Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: Montgomery County

Address: 3212 Dover RD, Woodlawn TN 37191

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: Governmental Entity

Description of Item Being Purchased: _____

2010	JD	1050JT	CRAWLER DOZER	LU1050J011068
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By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

**RESOLUTION INCREASING FUNDING CONTRIBUTION FOR
THE MONTGOMERY COUNTY LIBRARY**

WHEREAS, the Montgomery County Government supports the operations of the Montgomery County Library (“the Library”); and

WHEREAS, the Library contribution passed in the 2014-2015 fiscal year budget is insufficient to fund the current salaries of the Library by \$3,541.18.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session this 13th day of January, 2015, that the Library Contribution be increased by \$3,541.18.

Duly passed and approved this 13th day of January, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION TO AMEND AN INTERLOCAL CONTRACT BETWEEN
MONTGOMERY COUNTY AND THE CITY OF CLARKSVILLE
APPROVED BY RESOLUTION 14-5-2, DATED MAY 12, 2014**

WHEREAS, Montgomery County and the City of Clarksville entered into a Site Location and Development Agreement with Hankook Tire Manufacturing, Tennessee, L.P., which mandated the construction of a joint City Fire Rescue and County Emergency Medical Service facility on certain real estate located within the Clarksville-Montgomery County Industrial Park; and

WHEREAS, the Fire Rescue and Emergency Medical Service facilities will benefit the residents in the surrounding area in addition to Hankook Tire Manufacturing, Tennessee, L.P.; and

WHEREAS, an Interlocal Contract was drafted in an effort to specify the duties and responsibilities of the County and City for the development of the joint Fire Rescue and Emergency Medical Service facilities; and

WHEREAS, the Montgomery County Board of Commissioners by resolution dated May 12, 2014 approved the Interlocal Contract; and

WHEREAS, consistent with that agreement a Lease Agreement noted as Exhibit A attached hereto, has been drafted to execute the intent of Resolution 14-5-2.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 13th day of January, 2015, that Resolution 14-5-2 is amended to include the approval of, and authorization of execution of, the Lease Agreement attached hereto as Exhibit A.

Duly passed and approved this 13th day of January, 2015.

Sponsor 

Commissioner 

Approved _____

County Mayor

Attested _____

County Clerk

EXHIBIT A
LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement"), is made and entered into as of the ___ day of January, 2015, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, TENNESSEE**, an industrial development corporation, (hereinafter collectively referred to as "Lessor") and **THE CITY OF CLARKSVILLE**, a Tennessee municipal corporation (hereinafter referred to as "the City"), and **MONTGOMERY COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, (hereinafter referred to as "the County"), said City and County hereinafter referred to as "Lessees", and

WITNESSETH:

WHEREAS, Lessor is an industrial development corporation organized and existing under the provisions of Tennessee Code Annotated §§ 7-53-101, et seq. (the "Act"); and

WHEREAS, Lessor is the owner of certain real property located in the 6th Civil District of Montgomery County (the "County"), State of Tennessee (the "State"), and outside the limits of any municipality. Said real property is located within the Clarksville-Montgomery County Corporate Business Park and is more particularly described on Exhibit A attached hereto and incorporated by reference (the "Land"), which is the specific land which will be deeded to Lessees in accordance with this Lease; and

WHEREAS, Lessor and Lessees executed a certain Site Location and Development Agreement with Hankook Tire Co., LTD, dated October 14, 2013,(sometimes referred to as the MOU) whereby Lessees agreed to cause a joint Fire Rescue Facility to be operated by the City, and Emergency Medical Service (EMS) Facility, to be operated by the County, (collectively, the "Buildings"), to be constructed and maintained within the Clarksville-Montgomery County Corporate Business Park and Lessor agreed to provide land for said buildings, as hereinafter explained; and

WHEREAS, Lessor has found and determined, and hereby finds and determines, that the industrial, commercial and economic welfare of the State of Tennessee will be benefited by said Agreement, and that said facilities will provide benefit to the community; and

WHEREAS, the County has passed resolution 14-5-2, and the City has passed resolution 42-2013-14 approving an Interlocal Contract between Montgomery County and the City of Clarksville for construction of a joint Fire Rescue and Emergency Medical Service (EMS) Facility and authorizing the IDB to convey land for that purpose, attached hereto as Exhibit B; and

WHEREAS, Lessees agree to construct said Buildings on the Land consistent with the terms and conditions contained herein and in the Interlocal Agreement (the Land and the Building are collectively referred to herein as the "Demised Premises"), and Lessees have heretofore caused design and construction plans to be prepared by Violette Architecture Interior Design of Clarksville, Tennessee and such construction shall be carried out by Lessees pursuant to plan and specifications approved by the respective Lessee and its engineer as needed; and

WHEREAS, Lessor has committed to pay Six Hundred Thousand Dollars (\$600,000.00) toward construction of the buildings, which has heretofore been paid to Lessees consistent with terms of the Interlocal Agreement; and

WHEREAS, Lessor has heretofore entered into a Grant Agreement with the Tennessee Department of Economic and Community Development whereby Eight Hundred Thousand Dollars (\$800,000.00), which is to be made available for construction costs and these funds will be made available through said Grant for reimbursement of the costs of construction of the buildings, which will require full compliance by Lessees with respect to Lessees' obligations for the construction of the buildings, and for payment of applicable invoices relative to the project in a manner so as to fully comply with the requirements of said Grant for reimbursement of allowable expenses. Such Grant funds shall be applied and accounted for in accordance with said Grant Agreement and the Interlocal Agreement (Exhibit B); and

WHEREAS, Lessor has determined and found the leasing of the Demised Premises, as set forth herein, is in furtherance of Lessor's public purposes as defined in the Act, including, without limitation, Section 7-53-305 of the Act and Tennessee Code Annotated §§ 4-17-301, et seq.; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows, provided, that any obligation of Lessor created by or arising out of this Agreement shall never constitute a debt or pledge of the faith and credit or the taxing power of Lessor or any political subdivision or taxing district of the State of Tennessee, and the obligations of Lessor arising hereunder shall be payable solely out of the funds payable and made available hereunder, anything herein contained to the contrary by implication or otherwise notwithstanding.

**ARTICLE I.
DEMISE, TERM, AND RENT**

Section 1.1 Demise and Term. Lessor does hereby lease and demise unto Lessees, and Lessees do hereby lease and hire from Lessor, the Project for a term of two (2) years commencing on December 1, 2014, and terminating on November 30, 2016, unless sooner terminated or extended as herein provided (the "Term").

Section 1.2 Basic Rent. Lessees shall not pay any rent during the term of this Lease.

ARTICLE II.

Section 2.1 Conveyance of Realty. Upon notice from Lessees to Lessor of completion of the construction of the buildings and issuance of a Certificate of Occupancy, if required, and full payments of all invoices, Lessor shall convey appropriate and applicable portions (parcels) of the Land to each Lessee by Special Warranty Deeds, in accordance with their respective interests, i.e. the EMS tract to the County and the Fire Rescue tract to the City. Lessees shall accept such title, subject to Permitted Encumbrances, and any liens, encumbrances, charges, exceptions and restrictions created or caused by Lessees, or Lessor at the request of Lessees, or any laws, regulations, restrictions or ordinances, at which time this Lease shall automatically terminate without any further action or consents of the parties.

ARTICLE III.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants to Lessee as follows:

(a) Lessor is a Tennessee public nonprofit corporation. Under the provisions of the Act, Lessor is authorized to enter into the transactions contemplated by this Lease Agreement, including without limitation, executing and delivering this Lease Agreement, and to carry out its obligations hereunder. Lessor has duly authorized the execution, delivery and performance of this Agreement by its appropriate officers. This Agreement constitutes the valid and legally binding obligations of Lessor, enforceable in accordance with its terms.

(b) Lessor has all authority and power under Tennessee Code Annotated Section 7-53-305 to authorize, negotiate, enter into, receive and accept this Lease.

(c) Lessor will not sell, pledge or otherwise encumber any of its rights or obligations under this Agreement other than as contemplated herein.

(d) Lessor covenants that Lessees, upon performing and observing the covenants to be observed and performed by Lessees under this Lease, shall peaceably hold, occupy and enjoy the Demised Premises during the Term of this Lease without interference by Lessor or by any other person claiming by, through or under Lessor.

Section 3.2 Representations, Covenants and Warranties of Lessees. Lessees represent, covenants and warrants as follows:

(a) Lessees have the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by its respective Mayor.

(b) This Agreement constitutes the valid, legal and binding obligations of Lessees, enforceable against Lessees in accordance with its terms.

ARTICLE IV.

UTILITIES, COMPLIANCE WITH LAW, AND LIENS

Section 4.1 Utilities. Lessees covenants and agrees to pay and discharge before delinquent, all utility charges imposed upon or against the Demised Premises or any improvements that are now, or may be, placed thereon.

Section 4.2 Compliance with Laws. Lessees, at their sole Cost and expense, shall comply with and cause construction of the buildings to comply with all applicable federal, state, county and municipal laws, rules, orders, regulations and ordinances affecting the Demised Premises (all or any one of which are herein referred to as "Regulations").

Section 4.3 Liens. Notwithstanding Tennessee law prohibiting liens attaching to public property, as being against public policy, Lessees shall not permit any liens to attach to Lessor's interest

in the Premises. If any mechanics lien or other lien or order for the payment of money shall be filed against the Project by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessees at the Demised Premises, or for or by reason of any change, alteration or addition by the Lessees, or the Cost or expense thereof or any contract relating thereto, or against Lessor, then Lessees shall within thirty (30) days after the filing of any such lien cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Lessees, and shall defend on behalf of Lessors', at Lessees sole Cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders.

**ARTICLE V.
USE OF THE DEMISED PREMISES**

Section 5.1 Use of the Demised Premises. Lessees, and each of them as to the specific tract of property to be deeded to them as herein provided, shall use the Demised Premises for the purpose of the construction and operation of a fire station facility and emergency management services facility, in accordance with the interlocal agreement. Lessees shall not use the Demised Premises for any other purpose without prior written approval of Lessor, which approval shall not be unreasonably withheld.

**ARTICLE VI.
CONSTRUCTION OF IMPROVEMENTS, REPAIRS AND
ALTERATIONS AND INSPECTIONS DURING THE TERM**

Section 6.1 Construction of Building. Lessees shall construct the Buildings upon the Land pursuant to certain general plans and specifications that are described on Exhibit C attached hereto and/or incorporated herein by reference. The Buildings shall be constructed in a good and workmanlike manner by Lessees, solely at Lessees' expense. Lessees shall deliver to Lessor the following:

- (a) Plat plan providing for the placement of Buildings, drives and other improvements;
- (b) Copies of the final plans and specifications for the Buildings; and
- (c) An executed copy of the construction contract or contracts providing for the complete construction of the Buildings and all improvements.

Section 6.2 Inspection by Lessor. Lessor and Lessor's agents shall have the right to enter the Demised Premises at reasonable business hours upon reasonable prior notice for the purposes of (i) inspecting the Project; and (ii) performing obligations of Lessor under this Lease. In exercising any such inspection rights, Lessor and Lessor's agents (i) shall maintain the confidentiality of any non-public information obtained related to the operation of Lessees business (ii) shall abide by all safety and environmental rules and directives of the Lessee then in effect, and (iii) shall execute any waivers of liability or other insurance documentation reasonably requested by Lessee. The provisions contained in this Section 6.2 shall not impose on Lessor any of Lessees' obligations under this Lease, nor shall it create any liability of Lessor by virtue of Lessor's having inspected the Project.

Section 6.3 Lessees' Obligation for Compliance with State Grant – Non-Liability of IDB. Lessee shall provide to Lessor, or its designee, during the course of construction, accurate and complete invoices as required by and in compliance with the terms of said State Grant in order to obtain

reimbursement from the State of Tennessee for eligible expenses up to the maximum amount of \$800,000.00. Lessor will cooperate and comply with the Grant Terms with regard to the submission of such invoices but Lessor assumes no liability or responsibility for providing any further monies of IDB for such construction costs other than the \$600,000.00 contribution heretofore made as heretofore explained.

ARTICLE VII. INSURANCE

Section 7.1 Classes of Insurance. Lessees during the Term of this Lease and any extension thereof shall keep the Demised Premises insured against the risks and hazards and with the coverage in amounts not less than those specified as follows:

(a) Fire and Lightning, Extended Coverage, with Vandalism and Malicious Mischief Insurance in an amount equal to the full replacement Costs of the value of the Building and Equipment;

(b) Comprehensive general liability insurance, with contractual liability endorsements, relating to the Demised Premises and its appurtenances and improvements on a current basis with minimum levels of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death and Two Hundred Thousand Dollars (\$200,000.00) with respect to damage to property; and

(c) During the time the Building is being constructed, a standard form Builder's Risk Policy on a replacement Cost basis, with an "all risk" endorsement, a course of construction endorsement, and with a collapse provision, in an amount approved by Lessor, with loss payable to Lessees, and the cost of said insurance shall be shared and paid equally by the City of Clarksville and Montgomery County; and

(d) Upon request, Lessees will submit evidence reasonably satisfactory to Lessor demonstrating that all such insurance is in full force and effect.

Section 7.2 Requirements.

(a) All of the aforesaid insurance shall show the Lessor as an additional insured during the Term of this Lease and any extension thereof. Lessees shall be solely responsible for the payment of the premiums therefor and Lessor shall not be required to pay any premium for such insurance. Lessee shall deliver to Lessor at least fifteen (15) days prior to the expiration of such policy (unless the insurance company has not made the policy available at that time in which event Lessee shall deliver to Lessor as soon as reasonably possible after such policy is available), either a duplicate original or a certificate of insurance on all policies secured by Lessee in compliance with its obligations hereunder. If Lessee fails to obtain and provide any or all of the aforesaid insurance, then Lessor may upon reasonable prior notice to Lessee, but shall not be required to, purchase such insurance on behalf of Lessees.

(b) Lessees may satisfy the requirements of Section 7.1 under a blanket insurance policy or policies that include other properties owned by Lessees provided that such blanket policy or policies contain the same level of coverage as specified in Section 7.1. In addition, the requirements of Section 7.1 will be deemed satisfied if the Demised Premises are included as property of the Lessees with respect to a self-insurance program covering substantially all comparable property and liabilities of Lessees.

**ARTICLE VIII.
ASSIGNMENT, SUBLETTING AND MORTGAGING**

Lessor may not assign this Lease or mortgage or otherwise encumber its interest in the Project without the expressed prior written consent of Lessees.

**ARTICLE IX.
WAIVER OF SUBROGATION**

Lessor and Lessees each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage fully covered by insurance and occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

**ARTICLE X.
MISCELLANEOUS**

Section 10.1 Separability. Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by Lessor shall not discharge or relieve Lessees from their obligation to perform each and every covenant and agreement to be performed by Lessees under this Lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable. If any term, provision or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Lease or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 10.2 This agreement does not create a partnership or Joint Venture entity by, between, or among any of the parties, and none is to be construed from anything contained herein.

Section 10.3 Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) upon deposit in the United States Mail, if sent by first class, registered or certified United States Mail, return receipt requested, or (iii) forwarded by a nationally recognized overnight courier service, addressed to each party hereto at:

To Lessor:

The Industrial Development Board of the County of Montgomery, Tennessee
ATTN: Michael J. Evans, Executive Director
25 Jefferson Street, Suite 300
Clarksville, TN 37401

with copy to:

Richard H. Batson, Esq.
Batson Nolan PLC
121 South Third Street
Clarksville, TN 37041-1334

To Lessees:

City of Clarksville
ATTN: Office of the Mayor
One Public Square, 4th Floor
Clarksville, TN 37040

Montgomery County
Office of the County Mayor
1 Millennium Plaza
Clarksville, TN 37040

With copies to:

Office of the City Attorney
ATTN: Lance Baker
One Public Square
Clarksville, TN 37040

Office of County Attorney
ATTN: Timothy Harvey
310 Franklin Street
Clarksville, TN 37040

or at such other address in the United States as Lessor or Lessees may from time to time designate in writing and deliver to the other party.

Section 10.4 Successors and Assigns. Each and every covenant, term, condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives and successors of Lessor and Lessees. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors and assigns of Lessor and Lessees as if in each case expressed. The term "Person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

Section 10.5 Headings. The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 10.6 Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 10.7 Applicable Law. This Lease shall be construed under and enforced in accordance with the laws of the State of Tennessee.

Section 10.8 Memorandum of Lease. The parties may at any time at the request of any of them, execute duplicate originals of any instrument in recordable form which will constitute a memorandum of lease setting forth the description of the Demised Premises and the term of this Lease. This Lease shall not be recorded.

Section 10.9 Amendment or Modification. This Lease contains the entire agreement of the parties, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.

Section 10.10 Force Majeure. Neither party hereto shall be liable for any delay in, or failure of, its performance of any of its obligations under this Lease if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties.

(Remainder of Page Intentionally Left Blank)

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

LESSOR:

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF MONTGOMERY, TENNESSEE**

By: _____
John Wallace Crow
Chairman

LESSEES:

MONTGOMERY COUNTY, TENNESSEE

By: _____
Jim Durrett
Mayor

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Kim McMillian
Mayor

EXHIBITS

Exhibit A	Description of the Land
Exhibit B	Interlocal Agreement
Exhibit C	Plans and Specifications

EXHIBIT A

Description of Land

Land located in the 6th Civil District of Montgomery County, Tennessee, Corporate Business Park, City of Clarksville, being further identified as a portion of Map and Parcel No. 33-13.08, on the Maps of the Assessor of Property for Montgomery County, Tennessee being described as follows:

See Attached.

LAND DESCRIPTION
OF A PORTION OF THE
INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY COUNTY (IDB) PROPERTY

Being a tract of land in the 1st civil district of Montgomery County Tennessee which is bounded on the west and adjacent to International Blvd , on the south by Rossvie Rd, and on the East by Rollow Lane. Also being further described as follows:

Beginning at a ½" rebar capped "DBS & Associates" which has Tennessee state plane coordinates of northing 813243.13' and easting 1604401.57' and is also located in the eastern right of way of International Blvd. Said rebar being the northwest corner of the Industrial Development Board of Montgomery County Tennessee property as recorded in volume 1448 page 2070 Register of Montgomery County Tennessee (ROMCT). Also being the southwest corner of property described.

Thence coinciding with said right of way North 27°10'29" East, a distance of 873.62 feet to a ½" rebar capped "DBS & Associates" set. Said point having Tennessee state plane coordinates of northing 814020.31' and easting 1604800.56'

Thence on a new severance line with the IDB property as recorded in Volume 834 Page 1110 & Volume 1075 page 2972 ROMCT the following two calls:

South 62°49'31" East, a distance of 366.66 feet to a ½" rebar capped "DBS & Associates" set.

Thence South 27°10'29" West, a distance of 722.71 feet to a ½" rebar capped "DBS & Associates" set in the north line of the IDB property as recorded in volume 1448 page 2070.

Thence coinciding with the previously stated property North 85°11'48" West, a distance of 396.50 feet to the point of beginning. Containing 6.72 ACRES, more or less. According to a survey conducted by DBS & Associates Engineering dated September 22, 2014. Together with and subject to all right of ways, easements, restrictions, covenants and conveyances of record and not of record.

EXHIBIT B

Interlocal Agreement

See Attached.

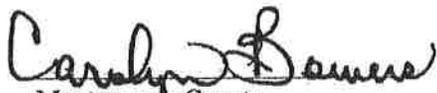
INTERLOCAL CONTRACT

This interlocal contract is made and entered into this 28 day of June, 2014 by and between Montgomery County, Tennessee hereinafter referred to as "County" and the City of Clarksville, Tennessee hereinafter referred to as "City".

Pursuant to a site location and development agreement signed between both parties and Hankook Tire Manufacturing TN, L.P. the City and the County agreed to build a joint Fire Rescue and Emergency Medical Service upon a suitable site within the Clarksville-Montgomery County Industrial Park. To effectuate this purpose the parties covenant and agree as follows:

1. Both parties covenant and agree that the site for this project as set out in Exhibit "A" attached hereto shall be deeded from the Industrial Development Board to the parties jointly and equally.
2. Both parties acknowledge that the Industrial Development Board will provide \$600,000.00 in funding which is to be equally distributed between City and County.
3. Both parties agree that the state of Tennessee will provide \$800,000.00 in funding which is to be equally distributed between City and County.
4. All remaining funding for this project shall be provided as is required to construct each agency's facility.
5. All architectural and design fees will be determined and apportioned between County and City by the architect selected for the project.
6. All site preparation costs shall be shared equally between the parties. Elements to be included in the site preparation component shall be determined by the Architect/Engineer during the design stage and agreed upon by both agencies prior to the bid.
7. Both parties agree that County shall establish an escrow account for receipt of all monies necessary to fund the entire project. County shall have sole signatory power on said account and shall pay all invoices when due.
8. County shall be the lead agency on the project and shall ensure that all contracts, bids or other necessary documents are properly procured and executed. City shall have the right to provide its own insight and input as is deemed necessary.
9. One contract and one bid shall be procured both of which shall be comprised of three components:
 - a. Site development.
 - b. Construction of the city fire department building.
 - c. Construction of the emergency medical services building.Each invoice submitted to County for payment shall be divided so as to itemize specifically each cost contributable to City and County.
10. After construction is complete on the project the site will be partitioned and deeded to each party individually. Both parties agree to jointly construct and maintain an ingress and egress easement to service both facilities.

11. The successful bid for the project shall bifurcate the costs of the Emergency Medical Services building and the Fire Station so that the costs associated thereto can be distributed to each party. County shall be responsible for all costs associated with the Emergency Medical Service building and City shall be responsible for all costs associated with the City Fire Station.
12. For the purpose of the site development within the Clarksville-Montgomery County Industrial Park, Montgomery County Building and Codes, along with its associated adopted building code will be used for the review, inspection, and approval of each facility.


Carolyn Bowers
Montgomery County

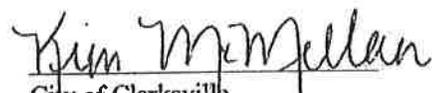

Kim McMillan
City of Clarksville

EXHIBIT C

Plans and Specifications as provided by Violette Architecture/Interior Design at www.vioarc.com.