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COUNTY LEGISLATIVE BODY

April 25, 1995

BE IT REMEMBERED That the Fayette County Legislative Body met in regular session at the Courthouse in Somerville, Tennessee on the 25th day of April, 1995, same being the fourth Tuesday in said month.

Present and presiding the Honorable Jim Voss, also present, Dell T. Graham, County Clerk, and the following County Commissioners: John W. Arnett, Charles D. Brewer, Sr., Odis Cox, Thomas H. Fowler, Willie L. German, Jr., Ronald R. Harris, William Hayslett, David Kelley, Alonzo Morman, Sr., Calvin Moore, Jr., David Morris, Claude D. Oglesby, Jr., J. M. Sullivan, Jr., Rhea "Skip" Taylor, Gordon Tomlin, Myles Wilson and Allen Yancey, Jr.

Absent: Commissioners Hollis O. Robison and Wayne Thomas.

With a quorum being present, the following proceedings were heard and entered of record, to-wit:

Motion was made by Commissioner Kelley, seconded by Commissioner Oglesby and unanimously carried by the Board approving the Minutes of the February 28, 1995 meeting of the Board.

Motion was made by Commissioner Sullivan, seconded by Commissioner Brewer, and unanimously carried by the Board approving the Minutes of the March 28, 1995 meeting of this County Legislative Body.

Motion was then made by Commissioner Oglesby, seconded by Commissioner Kelley, and unanimously carried by the Board approving the Minutes of the Special Session of this Board at its April 4th, 1995 meeting.

Motion was made by Commissioner Wilson, seconded by Commissioner Fowler, and unanimously carried by the Board approving the drafting of a Memorial Resolution to County Official, Betty Bobbitt, now deceased.

Commissioner Kelley presented and moved for the adoption of the following Resolution establishing a speed limit on Fleeta Drive, Phoebe Road, Mellon Road, and Pattye Road, all located north of Harrell Drive in Civil District 7. Said motion was seconded by Commissioner Brewer, and unanimously carried by the Board adopting said Resolution as follows:

RESOLUTION

BE IT RESOLVED, by the Board of County Commissioners and/or County Legislative Body of Fayette County, Tennessee, in regular session assembled on this 25th day of April, 1995, it being the fourth Tuesday of said month and the regular monthly meeting date of the April term of said County Legislative Body, in the Courthouse at Somerville, Tennessee, that pursuant to the provisions of Chapter No. 357 of the Private Acts of Tennessee 1967-68, and amendment thereto, it shall be unlawful for any person to operate or drive a motor vehicle in excess of twenty (20) miles per hour on Fleta Drive, Phoebe Road, Mellon Road, Pattye Road, all located north of Harrell Drive, in their entirety, located in the 7th Civil District of Fayette County, Tennessee, for a distance of approximately two (2) miles; and

BE IT FURTHER RESOLVED, that any person violating the provisions of this Resolution shall be guilty of a misdemeanor and punished accordingly.

Motion was made by Commissioner Sullivan, seconded by Commissioner Taylor and unanimously carried by the Board approving the following bond as posted by ROSE S. SNEAD as School Superintendent for Fayette County:

STATE OF TENNESSEE  
 COUNTY OF Fayette  
 OFFICIAL STATUTORY BOND  
 FOR  
 COUNTY PUBLIC OFFICIALS  
 OFFICE OF Director of Schools

KNOW ALL MEN BY THESE PRESENTS:

That Rose S. Snead of Somerville (City or Town),  
 County of Fayette, Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of One hundred thousand and no/100 Dollars (\$ 100,000.00), lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly   elected X appointed to the office of Director of Schools of and for Fayette County for the ( Indefinite ) ~~year~~ term beginning on the 8th day of December, 1994, ~~and ending on the~~ ~~day of~~

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Rose S. Snead, Principal, shall:

1. Faithfully perform the duties of the office of Director of Schools of Fayette County during his term of office or his continuance therein; and
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 24th day of January, 1995

WITNESS - ATTEST:

Bessie Feathers

PRINCIPAL:

Rose S. Sneed

SURETY:

By: WESTERN SURETY COMPANY  
D. Entley, Ass't Secy  
(Attach evidence of authority to execute bond)

COUNTERSIGNED BY:

J. B. Bowling  
Tennessee Resident Agent

STATE OF TENNESSEE

ACKNOWLEDGMENT OF PRINCIPAL

COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rose S. Sneed with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 24th day of January, 1995

My commission expires: January 27th 1996

Melinda A. Winters  
Notary Public  
FAYETTE COUNTY, TENNESSEE

ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota

COUNTY OF Minnelaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared D. Entley, Ass't Secy with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual, being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 24th day of January, 1995

My commission expires: 3/16/96

J. Lukes  
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee  
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by Jim Voss, County Executive of Fayette County, on this 10th day of April, 1995.

Signed: [Signature]  
County Executive

CERTIFICATION:

I, Dell T. Graham, County Clerk of Fayette County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the 25th day of April, 1995, and entered upon the minutes thereof.

Signed: Dell T. Graham  
County Clerk

Motion was made by Commissioner Oglesby, seconded by Commissioner Kelley, and unanimously carried by the Board adopting the following bond of DEBORAH B. SULLIVAN as Trustee of Fayette County:

Western Surety Company  
101 S. Phillips Ave.  
Sioux Falls, SD 57102

STATE OF TENNESSEE  
COUNTY OF FAYETTE  
OFFICIAL STATUTORY BOND  
FOR  
COUNTY PUBLIC OFFICIALS  
OFFICE OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS:

That Deborah B. Sullivan of Macon (City or Town), County of Fayette Tennessee, as Principal, and Western Surety Company

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Five hundred, Eighty thousand, Seven hundred, fourteen Dollars (\$580714 lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly   elected X appointed to the office of Trustee of and for Fayette County for ~~the term~~ term beginning on the 5th day of April, 1995 and ending on the 6th day of August, 1996

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Deborah B. Sullivan, Principal, shall:

1. Faithfully perform the duties of the office of Trustee of Fayette County during his term of office or his continuance therein; and
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 15th day of April, 1995.

WITNESS ATTEST  
Billy Green



PRINCIPAL:  
Deborah B. Sullivan

SURETY:  
Western Surety Company

by: Jimmie Barrett Bowling  
Jimmie Barrett Bowling  
Attorney in fact

COUNTERSIGNED BY:  
J. B. Bowling  
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Deborah B. Sullivan with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 5th day of April, 1995.

My Commission Expires:  
February 24th, 1996

J. B. Bowling  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF Tennessee  
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Jimmie Barrett Bowling with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Western Surety Co., the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 5th day of April, 1995.

My Commission Expires:

January 27th, 1996

*Melinda A. Ward*

Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee

Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by Jim Voss, County Executive of Fayette County, on this 10th day of April, 1995.

Signed:

*Jim Voss*  
County Executive

CERTIFICATION:

I, Dell T. Graham, County Clerk of Fayette County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the 25th day of April, 1995, and entered upon the minutes thereof.

Signed:

*Dell T. Graham*  
County Clerk

Chairman Voss addressed the Board concerning the recommendation of the Budget Committee and Development Committee concerning the appointment procedure of EZ/EC Implementation Committee. Same being as follows: "that the organization of the Implementation Committee for the EZ/EC Grant remain the same as the Application Committee with replacements to be recommended by the County Executive and confirmed by the County Commission; those appointed to serve may be elected or appointed officials at the discretion of the County Commission and shall serve at the will and pleasure of the County Executive". Motion was made by Commissioner Sullivan, seconded by Commissioner Hayslett, and unanimously carried by the Commissioners adopting the recommendation as presented.

Chairman Voss presented for appointment to the EZ/EC Implementation Committee Floyd Bonner and Norman Gross. Motion was made by Commissioner Sullivan, seconded by Commissioner Fowler, and unanimously carried by the Board appointing those as recommended to the Committee.

Motion was made by Commissioner Harris, seconded by Commissioner Sullivan, and unanimously carried by the Board appointing John Huffman as a Member of the 911 Board.

Presented to the Commissioners for their files was the Combined Statement of Cash Receipts and Disbursements, Combined Summary Financial Statement and Combined Schedule of Bonds and Notes Payable.

Chairman Voss reported that the Justice Center Study would be awarded to Barnes, Wagnes, Summers & Cannon, their bid not to exceed \$15,000.00.

Erwin Kee reported orally for the Board of Public Works.

Report from the Board of Education was called for, but none available.

Written reports from the Ambulance Service, Fayette County Commission on Aging, Planning Commission, General Sessions Court, Sheriff's Department, Juvenile Court and Emergency Management were included in each Commissioner's pocket, and not reviewed at this time.

Minutes from the April 3, 1995 meeting were presented for the file of the Commissioners.

Having received the recommendation of the Budget Committee, motion was made by Commissioner Sullivan, seconded by Commissioner Oglesby, and unanimously carried by the Board allowing the Fair Association to use the Industrial Park for County Fair and Rodeo.

Having been reviewed by the County Development Committee and received their recommendation for passage, Commissioner Sullivan presented and moved that the sale of Beer in Fayette County NOT extend past 12:00 midnight, but be allowed on Sunday from 1:00 P.M. to 6:00 P.M. After discussion and the notation being made by Commissioner Sullivan that this was recommended by his Committee since all the Cities in the County did allow such sales on Sunday. Motion for adoption was seconded by Commissioner Morris and passed with eleven (11) Commissioners voting YES and six (6) voting NO.

Having been reviewed by the County Development Committee, Commissioner Sullivan made motion that Tod Williams with the Planning Commission begin a study on rezoning Hwy 64 from Shelby County line to Somerville for Commercial and Industrial Zoning.<sup>4</sup> Motion was seconded by Commissioner Taylor and unanimously carried by the Board.

Commissioner Sullivan then presented a rezoning request as presented to the Budget Committee for the acceptance of the following as new county roads: Plantation Drive and Estate Drive in Plantation Manor Estates Subdivision and Brockford Cove in Country Manor Estates Subdivision. With his motion to adopt and same being seconded by Commissioner Kelley, said motion was unanimously adopted by the Board.

Reports from the Education Committee and Health and Welfare Committee were called for, but none available.

Commissioner Kelley reported that reports from the Criminal Justice and Public Safety Committee would be included in the Budget Committee recommendation.

Commissioner Harris presented, and with the recommendation of the Budget Committee, moved for the adoption of the following Resolutions amending various funds:

#### R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of April, 1995, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the General Purpose School Fund #141 Budget Amendment, for the fiscal year ending June 30, 1995 be, and the same is hereby amended in the following words and figures, to-wit:

FAYETTE COUNTY BOARD OF EDUCATION

GENERAL PURPOSE FUND

FUND 141

APRIL, 1995

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 429 HLTH	Instructional Supplies and Materials	\$7,425.00	
	TOTAL:	\$7,425.00	

Total Increase: \$7,425.00

Revenue: 46590 HLTH Other State Education Funds \$7,425.00

Revenue: Prior Total Available Funds	\$15,643,034.07
Total Increase This Amendment	7,425.00
Total Available Funds This Amendment	\$15,650,459.07

Expenditures: Prior Total Estimated Expenditures	\$14,902,189.98
Total Increase This Amendment	7,425.00
Total Estimated Expenditures This Amendment	\$14,909,614.98

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RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of April, 1995, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the Federal Projects Fund #142, Title II, Subfund #480, Budget Amendment, for the fiscal year ending June 30, 1995 be, and the same is hereby amended in the following words and figures, to-wit:

FAYETTE COUNTY BOARD OF EDUCATION

FEDERAL PROJECTS FUND

FUND 142

TITLE II - SUBFUND 480

APRIL, 1995

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 201 PUB	Social Security		\$4.17
71100 212 PUB	Medicare		20.32
71100 429 PUB	Instructional Supplies and Materials	\$689.49	
	TOTAL:	\$689.49	\$24.49
72000	SUPPORT SERVICES		
72210	REGULAR INSTRUCTION PROGRAM		
72210 308 PUB	Consultants		\$15.00
72210 399 PUB	Other Contracted Services		650.00
	TOTAL:		\$665.00
	GRAND TOTAL:	\$689.49	\$689.49

Total Increase/Decrease: \$0.00

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R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of April, 1995, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the Federal Projects Fund #142, Title II, Subfund #576, Budget Amendment, for the fiscal year ending June 30, 1995 be, and the same is hereby amended in the following words and figures, to-wit:

FAYETTE COUNTY BOARD OF EDUCATION

FEDERAL PROJECTS FUND

FUND 142

CHAPTER 2 - SUBFUND 576

APRIL, 1995

		INCREASE		DECREASE
71000	INSTRUCTION			
71100	REGULAR INSTRUCTION PROGRAM			
71100 429 ES1	Instructional Supplies and Materials	\$247.82		
	TOTAL:	\$247.82		
<hr/>				
72000	SUPPORT SERVICES			
72210	REGULAR INSTRUCTION PROGRAM			
72210 355 ES1	Travel			\$247.82
	TOTAL:			\$247.82
	GRAND TOTAL:	\$247.82		\$247.82

Total Increase/Decrease: \$0.00

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R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of April, 1995, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the Federal Projects Fund #142, Title II, Subfund #580, Budget Amendment, for the fiscal year ending June 30, 1995 be, and the same is hereby amended in the following words and figures, to-wit:

FAYETTE COUNTY BOARD OF EDUCATION

FEDERAL PROJECTS FUND

FUND 142

TITLE II - SUBFUND 580

		INCREASE	DECREASE
71000	INSIRUCTION		
71100	REGULAR INSIRUCTION PROGRAM		
71100 429 ROA	Instructional Supplies and Materials	\$53.00	
	TOTAL:	\$53.00	
72000	SUPPORT SERVICES		
72210	REGULAR INSIRUCTION PROGRAM		
72210 308 PUB	Consultants	\$125.00	
72210 355 PUB	Travel		\$125.00
72210 457 ROA	In-Service/Staff Development		53.00
	TOTAL:	\$125.00	\$178.00
	GRAND TOTAL:	\$178.00	\$178.00

Total Increase/Decrease: \$0.00

Motion for adoption was seconded by Commissioner Sullivan, and same was unanimously carried and adopted by the Board.

\* \* \* \* \*

Having been reviewed by the Budget Committee and received their recommendation for passage, motion was made by Commissioner Harris, seconded by Commissioner Kelley, and unanimously carried by the Board authorizing the County Executive to apply for a grant for a communication tower to improve communication through the County for the Law Enforcement Agencies and Ambulance Service.

With the recommendation of the Budget Committee for adoption, Commissioner Harris moved that the County Executive be authorized to apply for a Grant for a Live Scan Fingerprint Device. Motion was seconded by Commissioner Kelley, and upon roll call, same was unanimously carried by the Board.

Having been reviewed by the Budget Committee and passage approved, motion was made by Commissioner Harris, seconded by Commissioner Oglesby and unanimously carried by the Board adopting the 911 Lease Agreement as follows:

AGREEMENT

This agreement, made and entered into by and between the Fayette County Emergency Communications District Board (hereinafter Board), party of the first part, and the County of Fayette, through the Fayette County Legislative body and/or Board of County Commissioners (hereinafter County), party of the second part,

WITNESSETH

WHEREAS, in order to provide location relevant information of the need of emergency services to the appropriate agencies throughout the County, the Board, in conjunction with companies including but not limited to, South Central Bell, and local utility companies, must make this collected information readily available and accessible to said agencies, and

WHEREAS, the Board is desirous of entering into an agreement with the Fayette County Board of Commissioners to provide certain services in exchange for said monies, all as approved by the Emergency Communications District Board in a regular meeting Tuesday March 14, 1995, and,

WHEREAS, this contractual arrangement is not unduly burdensome on the existing Sheriff's Office Staff and is mutually beneficial to both Board and County, and in furtherance of this agreement a resolution was adopted \_\_\_\_\_, authorizing the County Executive to enter into a contract with the Board for such information processing services by the Fayette County Sheriff's Office,

NOW THEREFORE, in consideration of the premises and of the mutual benefits to be derived therefrom, and pursuant to the approval of the Board as voted in the regularly scheduled meeting on March 14, 1995, and pursuant to the resolution of the County adopted \_\_\_\_\_, the parties hereby covenant

and agree as follows:

1. The Board will pay a sum of one thousand three hundred dollars (\$1300.00) per month to the County beginning July 1, 1995 ending June 1, 1996 for a total sum of fifteen thousand six hundred dollars (\$15600.00) to be added into the County's budget for the Sheriff's Department.

2. In return, the County agrees to continue to allow the Sheriff's Office personnel to operate the 9-1-1 equipment according to training and policy mutually established by the Board and Sheriff's Office personnel. These duties shall include but shall not be limited to answering emergency calls in a timely manner, making proper notification of incorrect data or of the need for equipment maintenance to the appropriate agency or the Board. Nothing in this agreement shall be construed that any personnel of the Sheriff's office is an employee of the Board. Personnel of the Sheriff's office are under the sole control and management of the Sheriff.

3. The County also agrees to provide an office and utilities for the Fayette County Emergency Communications District's use. This office will be in the building constructed to house the Fayette County Sheriff's office and dispatchers.

4. This agreement shall be for a period of one (1) year, and shall expire under its terms on the 30th day of June, 1996, no further notice of termination being required of either party.

APPROVED:

\_\_\_\_\_  
JIM VOSS

CHAIRMAN/COUNTY EXECUTIVE

\_\_\_\_\_  
JAMES JORDAN, CHAIRMAN

FAYETTE COUNTY EMERGENCY

COMMUNICATIONS DISTRICT BOARD

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Motion was made by Commissioner Harris, seconded by Commissioner Sullivan, and unanimously carried by the Board approving the following lease agreement for office facilities for the Planning & Zoning Office:

LEASE AGREEMENT

THIS LEASE MADE AND ENTERED INTO ON THIS THE \_\_\_\_\_ day of April, 1995, by and between PAUL G. SUMMERS ET UX, PEGGY SUMMERS, hereinafter referred to as the LESSORS, and FAYETTE COUNTY, TENNESSEE, hereinafter referred to as the LESSEE.

For and in consideration of the covenants and agreements hereinafter set out and in further consideration of the mutual promises and agreements between the LESSORS and LESSEE hereto, the LESSORS covenant and agree to rent to the LESSEE, for the period and upon the terms hereinafter set out, the following described building:

1. A certain commercial building located at 16802 HIGHWAY 64, in the city of SOMERVILLE, FAYETTE COUNTY, TENNESSEE, and for derivation of title see recorded deeds of record in the registers office of Fayette County, Tennessee in book 162, page 742, and book 356, page 22.
2. To have and to hold said premises for the term beginning APRIL 1, 1995 and continuing through JUNE 30, 1996.
3. The rental for said property shall be \$375.00 per month with the first payment being due on the 15th day of APRIL, 1995; and thereafter on the 15th day of each and every month until lease is terminated.
4. All taxes and maintenance to the exterior of the building are to be paid for by the LESSORS. The LESSORS will maintain in good condition and repair the roof, walls, and foundation of the building, and the LESSEE will make any and all necessary minor repairs at its cost, and will surrender possession of said premises to the LESSORS in as good condition as the same now are, ordinary wear and tear excepted.
5. Should any of the premises, during the existence of this lease be destroyed or substantially damaged by fire so as to render it unfit for occupancy, the lease will be terminated, and any unearned rent will be returned to the LESSEE, but if the building is not so substantially damaged and can be repaired in a short period of time, LESSEE will be given

credit for the rent for the necessary time for repairs.

6. LESSORS do hereby grant to the LESSEE the right to extend this lease for any period of time agreeable to LESSORS and LESSEE provided notice is given by LESSEE and LESSORS on or before JUNE 1, 1996; it being distinctly understood that said lease shall be contingent upon the same terms and conditions for an indefinite period of time provided that rental can be mutually agreed upon.

Said notice shall be mailed postage prepaid by the LESSEE to the LESSORS of its intention to renew, subject to approval and agreement of the LESSORS.

In witness whereof, the LESSORS have hereunto set their hands and the LESSEE has caused this instrument to be executed by its proper officials the \_\_\_\_\_ day of April, 1995.

\_\_\_\_\_  
PAUL G. SUMMERS, LESSOR

\_\_\_\_\_  
PEGGY SUMMERS, LESSOR

\_\_\_\_\_  
JIM VOSS, COUNTY EXECUTIVE  
FOR FAYETTE COUNTY, TENNESSEE,  
LESSEE

STATE OF TENNESSEE  
COUNTY OF FAYETTE

Before me, \_\_\_\_\_, a notary public in and for said state and county, at Somerville, Tennessee, duly commissioned and qualified, personally appeared PAUL G. SUMMERS ET UX, PEGGY SUMMERS, LESSORS, to me known to be the persons described herein and executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and notarial seal at office this the \_\_\_\_\_ day of APRIL, 1995.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
\_\_\_\_\_

Having been reviewed by the Budget Committee and Development Committee, and received their recommendation for passage, motion was made by Commissioner Harris, seconded by Commissioner Brewer and unanimously carried by the Board approving the option to purchase property in the Industrial Park by C. E. Preston, ET UX, Ruby Preston, same being as follows:

# Mid-South Title Insurance Corporation

Suite 1200  
One Commerce Square

Suite 108  
6363 Poplar Avenue

(Total number of executed copies made...3.....)

## OPTION CONTRACT FAYETTE COUNTY, TENN.

~~NOVEMBER~~ APRIL..... 1995.....

THIS OPTION CONTRACT, this day entered into by and between.....

---FAYETTE COUNTY, TENNESSEE---, party of the first part, and

---C.E. PRESTON, ET UX, RUBY PRESTON,---, party of the second

part, Witnesseth, that

WHEREAS, the said party of the first part is the owner of the following described parcel of real estate or tract of land lying in....., County of FAYETTE, State of TENNESSEE, to-wit:

ATTACHED HERETO AND MARKED AS EXHIBIT "A" AND MADE A PART HEREOF IS THE LEGAL DESCRIPTION OF THE REAL ESTATE WHICH CONTAINS 3.95 ACRES MORE OR LESS.

AND WHEREAS, the said party of the first part is desirous of selling the same; upon the conditions hereinafter stated on page 1 of the option contract.

NOW, THEN, in consideration of the receipt of (\$10.00.....) .....

---TEN AND NO/100---

..... Dollars, cash in hand, hereinafter designated option money, paid by the said party of the second part to the said party of the first part, the said party of the first part does hereby give and grant to the said party of the second part, or any person he may designate, the right to purchase said above described parcel of real estate at any time from this date up to and including the 15th day of OCTOBER, 1995, at 12:00 Noon of said day, Central Standard Time. If the party of the second part exercises this option, the party of the second part shall give the party of the first part written notice of his intention by the aforesaid date, said notice to be delivered in person or mailed by registered mail, postmarked on or prior to the date and time herein specified, to the address of the said party of the first part at OFFICE OF COUNTY EXECUTIVE OF FAYETTE COUNTY, IN SOMERVILLE, TENN. If the party of the second part does not exercise this option as aforesaid, said option money shall be retained by the party of the first part, but if the party of the second part does exercise this option the option money shall be disposed of as set out hereinafter.

If the party of the second part exercises this option, the terms of the sale will be as follows:

The party of the first part, hereinafter designated as Seller, covenants and agrees to sell and convey said real estate, with all improvements thereon, or cause the same to be conveyed, by good and sufficient warranty deed, unto the party of the second part, hereinafter designated as Purchaser, or unto such person or persons as he may designate (the undersigned Purchaser, however, shall not be released from any of the Purchaser's agreements and undertakings or from the obligation to sign any purchase money note(s) as set forth herein, unless otherwise stated); and Purchaser covenants and agrees to purchase and accept the same, at and for the total price of (\$.15,800.00.....) FIFTEEN THOUSAND EIGHT HUNDRED AND NO/100..... Dollars, of which the option money shall be a credit unless otherwise specified, and upon terms as follows:

\*\*\*UPON THE COMPLETION OF THE CONSTRUCTION OF THE PROPOSED ROAD, WHICHEVER OCCURS FIRST.

### CONDITIONS:

It is understood and agreed by and between the parties of the first and second part and made a part hereof that in the event the parties of the second part do not complete construction of the building or buildings, on the above identified real estate, within 2 years from the date of the exercise of this option by the parties of the second part, that the parties of the first part shall have the exclusive right to repurchase the property from the parties of the second part by refunding the full purchase price to the parties of the second part; and the parties of the second part agree they will not do anything to defeat or deny or prevent the execution by the parties of the second part of a good and valid warranty deed to convey the property to Fayette County, Tennessee.

CERTIFICATE OF SURVEY

This is to certify that Grace and Associates, Inc. has made a boundary survey of a portion of the Fayette County Industrial Park Property as shown on Map 60 Parcel 201 in the Registers Office of Fayette County.

Beginning at an iron pin in the South line of the Tapp Property and at the Northwest corner of the Somerville Livestock Barn, Inc. property, Map 60, Parcel 207, said iron pin being the Northeast corner of the herein described property; runs thence with Somerville Livestock Barn, Inc. property South 01 degree 48 minutes 33 seconds West 240.00 feet to an iron pin in the north margin of a proposed Industrial Access Road; runs thence with said north margin north 07 degrees 29 minutes 27 seconds west a distance of 515.56 feet to a point at the beginning of a curve; runs thence in a southwesterly direction around a curve to the left having a radius of 263.74 feet, a distance of 113.07 feet to the beginning of another curve; runs thence in a westerly direction around said curve having a 109.16 foot radius a distance of 79.23 feet to an iron pin in the aforementioned right-of-way at the Gonzalez Southwest corner; runs thence north 02 degrees 26 minutes 20 seconds east along Gonzalez east line a distance of 282.40 feet to an iron pin in the Tapp South property line; runs thence along Tapp property line along a bearing of South 07 degrees 20 minutes 44 seconds East a distance of 690.45 feet to the point of beginning and containing 3.95 acres.

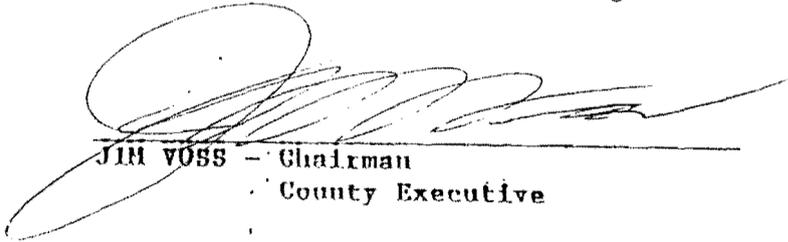
GRACE AND ASSOCIATES, INC.

Robert W. Martin,  
TR, Lic. No. 400

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Having been approved by the Budget Committee, motion was made by Commissioner Harris, seconded by Commissioner Taylor, and unanimously carried by the Board to clarify the issue of Commissioner pay for more than one meeting per day. Commissioners will be paid for each meeting they attend.

With no other matters to be brought before the Board, said meeting adjourned.

  
JIM VOSS - Chairman  
County Executive

ATTEST:

  
Bell T. Graham - County Clerk

The improvements on the said land are to be delivered in as good condition as they are as of the date of this contract, ordinary wear and tear excepted, and if not in such condition when final settlement is made, Seller is obligated to put them in such condition, or to compensate Purchaser for his failure to do so, but in the event of destruction by fire, or otherwise, Seller's liability shall in no event be more than the appraised value of the improvements so destroyed. Possession of premises to be given .....

Rents, if any, and all taxes for the current year are to be prorated and all prior unpaid taxes or liens including front foot assessments, if any, are to be paid by Seller as of date of closing, unless otherwise specified. Fire and any additional hazard insurance premiums on the improvements herein are to be prorated as of date of closing, unless otherwise specified, provided the amounts stipulated in the policies are not in excess of the fair value of the improvements, and Purchaser is to pay Seller the unearned premium for such insurance.

Deferred payments, if any, are to be evidenced by promissory note(s) payable on or before maturity bearing interest at ..... per cent per annum, and secured by a deed of trust (the form of which shall be that generally used by banks and title companies in Memphis, Tennessee) on the property. Settlement and payment of balance, if any, of said cash payment shall be made upon presentation of a good and valid warranty deed with the usual covenants and conveying a good and merchantable title, after allowing ..... days from completion of title search or delivery of abstracts for examination of title. At the election of Purchaser, Seller agrees to furnish, for examination only, either title search or adequate abstracts of title, taxes and judgments, as soon as same can be prepared, covering said real estate, or at Seller's option a policy of title insurance by one of the title insurance companies with offices in Memphis for the amount of the purchase price herein stipulated, insuring marketability of title and paid for by Seller. It is agreed by both parties hereto that in the event of a controversy regarding title, a title insurance policy covering this property issued by any such title company for the purchase price herein named, insuring marketability of title and paid for by Seller, shall constitute and be accepted by Purchaser as conclusive evidence of a good and merchantable title.

It is understood and agreed that if the title is not good and cannot be made good within a reasonable time after written notice has been given that the title is defective, specifically pointing out the defects, then the option money shall be returned to Purchaser and the usual commission shall be paid Agent by Seller. But if the title is good and Purchaser shall fail to pay for the property as specified herein, Seller shall have the right to elect to declare this contract cancelled, and upon such election, the option money shall be retained and divided equally between Seller and Agent, as liquidated damages and commission respectively, but in no event shall Agent's share exceed the regular commission. It is expressly understood and agreed, however, that the right given Seller to make the aforesaid election is not intended to be Seller's exclusive remedy, and either party shall have the right to elect to affirm this contract and enforce its specific performance or recover full damages for its breach. Seller's retention of the option money shall not be evidence of an election to declare this contract cancelled, as Seller shall have the right to retain the option money to be credited against damages actually sustained. Seller agrees to pay the undersigned Agent a commission of ..... % of the sale price. Unless otherwise specified herein, such commission is to be paid in cash out of the net proceeds of the sale at time of closing this transaction. If real estate is being exchanged, each party hereto agrees to furnish either title search or adequate abstracts of title and pay Agent the commission on the real estate each contracts herein to convey, and otherwise fulfill obligations incumbent upon Seller as outlined above. Any abstracts covering such property only will become the property of Purchaser subject to rights of mortgage holder.

Seller is to pay for U. S. Documentary Stamps on warranty deed, preparation of warranty deed, recording of purchase money trust deed, if any, title search or abstracts, state tax and clerk's fee on trust deed, and notary fee on deed. Purchaser is to pay for preparation of note(s) and trust deed, notary fee on trust deed, recording of warranty deed, state tax and clerk's fee on warranty deed, and expense of title insurance, except as heretofore provided. Seller and Buyer are to share equally in paying closing fee in connection with this transaction and any lender's transfer fee. If Purchaser obtains a loan on this property, he is to pay all expenses incident thereto.

Should there be any tax, insurance or other accrual items on deposit with the holder of any debt secured by said premises and assumed by Purchaser, Purchaser shall at the time of closing reimburse Seller therefor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Purchaser accepts the said real estate in its existing condition, no warranties or representations having been made by Seller or Agent which are not herein expressly provided.

Witness the signatures of all parties the day and year above written.

Subject to clearance of any check given, the undersigned Agent acknowledges receipt of the above mentioned option money and holds same in trust subject to the terms of this contract.

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Optionee(s)-Purchaser(s)

.....  
Optionor(s)-Seller(s)

.....  
Agent(s)

By.....

# IMPORTANT

(A message to the purchaser)

IF YOU EXERCISE THIS OPTION, EXERCISE PRECAUTION ALSO.  
OBTAIN TITLE INSURANCE THROUGH MID-SOUTH TITLE  
THE LAND CAN BE NO BETTER THAN ITS TITLE.

Mid-South Title Insurance Corporation

Suite 1200  
One Commerce Square

Suite 108  
6303 Poplar Avenue