

6.1

FAYETTE COUNTY LEGISLATIVE BODY

January 24, 2012

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee on the 25th day of January, 2012. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver, Fayette County Clerk, James R. "Bobby" Riles, Sheriff; and the following County Commissioners: Ed Allen, Joann Allen, Steve Anderson, Charles Brewer, Odis Cox, Lee "Sissy" Dowdle, Willie German, Ronald Harris, Reggie Howard, Judy Karcher, Bill Kelley, Terry Leggett, David Lillard, Sylvester Logan, Claude Oglesby, Steve Reeves, Ray Seals, Myles Wilson, and Larry Watkins.

A quorum was declared with all nineteen Commissioners present.

The floor was opened to the public for comments on non-agenda items. Dennis Clark from Oakland addressed the Board regarding Agenda 21 and sustainable growth development in the County. John Bragorgas of Somerville addressed the Board regarding the site for the new Elementary School.

Commissioner Dowdle moved that the following be approved as notaries public: Michelle R. Bolden, Lurwin Coomer, Wanda K. Clements, Sandra D. Elrod, Cheryl D. Feathers. Mariah J. Fussell, Beverly K. Holloway, Alesha Hubbard, Amy P. Jenkins, Debra A. Mabone, Loretta L. Martin, Sandra McGowan-Bowers, Samantha Pierce, John W. Shennan, Tina M. Sowell, Janice C. Tapp, and Tanya Darlene Taylor. The motion was seconded by Commissioner Seals and passed unanimously.

Commissioner Reeves moved that the minutes from November 22, 2012 be approved. The motion was seconded by Commissioner Brewer and passed unanimously.

The next item of business was to elect a County Attorney. Commissioner Anderson nominated Richard Rosser. This nomination was duly seconded, then Commissioner Oglesby moved that the nomination cease and Mr. Rosser be elected by acclamation. The motion was seconded by Commissioner Harris and passed unanimously.

Chairman Taylor stated that financial reports were sent out with the Commissioner's packets. He then reported for the Mayor's Office. He stated that the Edulog transportation presentation that was scheduled for this Thursday night has been postponed due to a conflict with the representative coming down here and that he will notify Commissioners when it has been rescheduled, which will probably be early February.

Today was the groundbreaking for the St Jude Home in Ashton Park in Hickory Withe. This will be very similar to what the Vesta Home show was. This will be a boon to Fayette County and will bring attention to the area. In May there will be some open houses in that area and the Mayor will see that the Commissioners get invitations.

Some time in February- no exact date yet- Methodist Fayette Hospital is planning a round table discussion on healthcare, and they want to invite as many elected officials as possible to participate. If you can take part please do.

There were no reports from the Sheriff's Department, the Board of Education, Juvenile Court, the Board of Public Works, Trustee's Office, or Planning and Development.

Commissioner Wilson reported for the Development Committee, stating that the Committee did not meet.

Commissioner German stated that the Health and Welfare Committee met on January 9, 2012, and received a report from Sam McKnight, Ambulance Service Director. He stated that Mr. McKnight said the grant for the heart monitors had been applied for but they had not been told the status. The application had not been returned and that is a good sign. Mr. McKnight had also stated that fees were coming in better than expected. In February the Director will bring further information on some items back to the committee.

Solid waste fees were also discussed. The Committee decided that the per ton fees should be increased to \$40 per ton and the minimum scale fee should be increased to \$5, and forwarded the matter to the Budget Committee.

Commissioner Oglesby stated that the Personnel Committee did not meet.

Commissioner Anderson stated that the Criminal Justice/ Public Safety Committee did not meet.

Commissioner Lillard stated that the Education Committee did not meet.

Commissioner Harris reported for the Budget Committee, stating that they met on January 10, 2012. He moved that the Budget Calendar for 2012-2013 be approved. The motion was seconded by Commissioner Brewer and passed unanimously as follows:

FAYETTE COUNTY BUDGET CALENDAR FOR
THE 2012-2013 BUDGET PROCESS

March 1	Budget Packets are delivered to Directors and Elected Officials
April 1	Budget Packets Due back to the County Mayor's Office
April 24	Budget Proposal presented to full County Commission (using estimated figures for Public Works and Board of Education)
April 27	Proposed Budgets from Schools and Public Works Due to Mayor's Office
April/May 30,1,7,8 5:30 pm	County Commission Committee budget review -department heads and elected officials address committees April 30 - Safety May 1 - Health/Welfare May 7 - Development May 8 - Budget
May 22	Budget Committee Report to Commission -preliminary analysis and Q+A
June 12	Budget Committee -hears non-profit requests -assembles final presentation
June 26	Budget Committee presents budget to Commission
July 1	Public Notices are advertised
July 24	County Commission votes on budget and sets tax levy

Commissioner Harris also moved that the solid waste fee be increased to \$40 per ton and a minimum scale fee of \$5. The motion was seconded by Commissioner Logan and passed unanimously.

SOLID WASTE FEE ADJUSTMENTS

Health and Welfare Committee Recommendations

January 2012

Reason for Adjustments:

1. Fund balance for Solid Waste is extremely low and will disappear prior to the end of the year, with expenses outstripping revenue.
2. Current budget uses Interest Income as a source of funding, and has for several years. The current income from interest will not meet projections, and is less than the previous year.
3. Current budget has been reviewed and several line items have been frozen internally and will not be spent unless circumstances mandate it.

Solid Waste Disposal Fee (Tipping Fee)

1. **Proposal** - Increase the cost of the 1st ton of solid waste from the current \$36/ton to \$40/ton, effective March 1st. Every ton after the first will remain at \$50/ton.
2. **Result** – The increase will generate approximately \$21,000/ year, or \$7,000 in the current year. Of the 6000 tons that are brought to the landfill, approximately 90% were charged the \$36/ ton amount.

Minimum Scale Fee

1. **Proposal** – Raise the minimum fee from \$2.00 to \$5.00 for each load that is weighed and a ticket issued, effective March 1st.
2. **Result** – The increase will generate approximately \$46,000 per year, or \$15,300 in the current year. Approximately 600 scale tickets per week are generated and about 50% pay only the minimum. Each customer has the option to bag their trash, drop it off, and pay \$2.00 for four bags. This will encourage the use of that system; reduce office supply and labor costs; and increase revenue.

Commissioner Harris moved to approve a Public Works Budget Amendment, a portion of which was to pay for compensatory time earned by supervisors during emergency call outs. In the future these payments will be made yearly, but this pay out covers from 1999 through December 31, 2011. This requires a policy be put in place for Emergency Call Outs, and it follows. The motion was seconded by Commissioner Anderson. After some discussion the motion was voted on and passed by a majority, with Commissioner Dowdle passing.

HANK FRANCK, Chairman
 ANDREW AVERY, Secretary
 JIMMY JORDAN

WESLEY PARKS
 RUSSELL WICKER
 JIM SMITH, Superintendent

BUDGET AMENDMENT No.1
2011-2012 HIGHWAY FUND 131

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>62000 HWY. & BR. MAINT.</u>			
162 Clerical Personnel	\$ 236.00		\$ 29,759.00
187 Overtime Pay	\$ 64,000.00		\$ 74,000.00
409 Crushed Stone	\$ 75,764.00		\$ 129,764.00
Net Change 62000:	\$140,000.00		\$ 1,650,649.00
<u>68000 Capital Outlay</u>			
726 State Aid Project		\$ (140,000.00)	\$ 640,000.00
791 Other Construction	\$500,000.00		\$ 1,000,000.00
Net Change 68000:	\$360,000.00		\$ 1,960,000.00
<u>71200 Hwy. & St. Projects</u>			
799 Other Capital Project	\$ 30,000.00		\$ 148,000.00
Net Change 71200:	\$ 30,000.00		\$ 148,000.00
NET CHANGE EXPENDITURES:	\$530,000.00		\$ 5,340,634.00
Excess of Est. Revenues Over (Under) Est. Expenditures			\$ (530,000.00)
Est. Beginning F.B., July 1			\$ 1,611,739.00

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-5214

HANK FRANCK, Chairman
ANDREW AVERY, Secretary
JIMMY JORDAN

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

Date: October 4, 2011 Amendment Approved

To: All Employees

From: Public Works Board, Superintendent

Subject: Amended Personnel Policy

Effective immediately, all employees are subject to the following amended policy as it concerns
EMERGENCY CALL OUT:

EMERGENCY CALL OUT

To protect the public safety and to protect County liability, all employees shall respond to emergency call outs after normal work hours at the direction of the Superintendent or his designee. To encourage this response and to compensate employees for extra travel time to and from work, and the harsh, dangerous working conditions, hourly paid employees will be paid overtime and salaried employees will receive compensatory time at the rate of 1 ½ times for hours worked during emergency call outs after normal work hours. Any unused compensatory time earned by a salaried employee for emergency call out during a fiscal year will be paid to the employee in June of each year.

Chairman Taylor gave a report on the Belle Meade closing, the emergency closing of the only road that leads into the Belle Meade Subdivision. A temporary road was constructed on the property of Gerard Gervasi and his parents Salvador and Dorothy Gervasi. Gerard Gervasi addressed the Board regarding the agreement made with the County. The road took a long time to build and greatly inconvenienced the Gervasis. The County has more or less taken over six acres of the Gervasi's land, and an agreement needs to be passed to outline the steps necessary to bring the Gervasi's land back to it's previous state. Commissioner Anderson moved to adopt the following agreements and resolution, second by Commissioner Leggett, the following agreements and resolution passed unanimously.

BELLE MEADE CLOSING REPORT

On the early morning of December 5, 2011, heavy rains cause the collapse of the culvert on Belle Meade Drive over Cypress Creek. Water could not go through the structures on the road fast enough and caused localized flooding. The pressure from this flooding found its way through the crossing and cut the road to a width of 50 feet or more. This is the only road into the Belle Meade subdivision.

A State of Local Emergency was signed to allow a response to the situation.

A route was looked for that would allow traffic out of the subdivision. The closest county road to the subdivision was Great Oaks Road. A route was looked for and the closest route was across the property of Gerard Gervasi, and his parents, Salvador and Dorothy Gervasi. Part of the route was constructing a road and part was using an existing driveway. The Gervasi's were notified of the plan and agreed to the use.

Due to the wet weather and the condition of the ground, the road took many tons of material and labor to construct and was finished the following Friday, December 9th. During this interval Fayette County Emergency Management coordinated the transportation, getting information to the residents, and meeting the needs of the residents who were trapped. Many resources were brought into help. Shelby County, through their Emergency Management Agency and their Sheriff's Department, provided "all terrain vehicles" for our EMA to ferry the residents on a 24 hour basis. Some of the needs of the residents that were addressed were:

- Food
- Medicine
- Work
- Shopping
- Deliveries (FedEx, UPS, US mail)
- Christmas activities

The list of items that had to be addressed and the number of local people who helped are too long to mention, but special mention should go out to Bobby Martin and Mack Green of the Fayette County EMA, and the Fayette County Fire Department and Chief Jerry Ray. Mr. Martin and Green put in many hours to help make the residents' plight more bearable.

Due to the weather and time of year, the crossing has been opened over Cypress Creak on Belle Meade only last Thursday, January 19th. The final structure will take many months to complete and will be a bridge.

Over the last several weeks, I have been working with the Gervasi's to arrive at an agreement to compensate them for damages and to make them whole. While everyone benefited from the use of the temporary road, they do not have to bear the cost of it. The agreement you have tonight is the result of those meetings.

This report is far from totally complete and would be much longer. Attached are photos of the failed crossing and the temporary road.

BELLE MEADE AGREEMENT HIGHLIGHTS

- Lowering of road to a height (2 foot) that will not cause problems with horses by May 1
- Repair of damages that were caused by the construction of the road (such as field rutted, gates damaged, fence damaged, etc.)
- Construction of fencing to pasture horses that will help replace the area where the road is currently
- Compensation of boarding for horses with special needs - \$600/mo till fence is constructed
- Compensation for feed due to the use of pasture and disruption of hay ground – an initial \$700 with \$140/mo if the May 1 deadline not met
- Option to Public Works for use of an emergency road on Gerard Gervasi property – (this would replace the driveway if an emergency road is needed prior to the finishing of the bridge
- Terry Doyle, Fayette County Public Works Supervisor, will be the contact person with the Gervasi's.

RESOLUTION TO AUTHORIZE AGREEMENT FOR USE OF A TEMPORARY
EASEMENT DURING THE CLOSING OF BELLE MEADE DRIVE

WHEREAS, During the early morning of December 5, 2011, the crossing over Cypress Creek on Belle Meade Drive failed due to the excessive rainfall which undermined the culverted structure; and

WHEREAS, The closing of Belle Meade Drive removed the only access to Belle Meade subdivision, trapped the residents of 52 homes, and was immediately detrimental to their welfare because of the inability to access their work, school, food supplies, health care, fire protection, emergency medical care, and numerous other items which are needed for a normal life; and

WHEREAS, The Fayette County Mayor on December 5, 2011, signed a State of Local Emergency, as allowed under TCA 58-2-110, to allow the use of Fayette County resources to address the natural disaster ; and

WHEREAS, Fayette County Public Works identified the shortest path that could be constructed which crossed two parcels of land and would connect the nearest road, Great Oaks Road, to Belle Meade Drive; and

WHEREAS, The parcels are owned by Gerard Gervasi, and Salvador and Dorothy Gervasi; and

WHEREAS, An agreement for compensation has been negotiated with the landowners and which addresses the status of the temporary road and the damages associated with its construction and operation, and is attached as Exhibit A; and

WHEREAS, The Fayette County Public Works has authority and responsibility over all public bridges and culverts for the public in the unincorporated area of Fayette County, according to Sections 7 and 13 of the Private Acts of 1974 Chapter 234 for Fayette County; and

WHEREAS, The Fayette County Commission has the authority to assign "any and all reasonable public works functions" to the board, according to Section 21 of the Private Acts of 1974 Chapter 234 for Fayette County; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County that the negotiated agreement with the above landowners is hereby given to the Fayette County Public Works Board to enforce and adhere to as its duty and as a public works function.

Adopted this 24th day of January, 2012.

APPROVED: ATTEST:

Fayette County Commission Chairman

Fayette County Clerk

Date

Commissioner Oglesby moved that the following "Resolution Authorizing The Submission Of A State Of Tennessee Fasttrack Infrastructure Development Program Grant Application and Matching Funds" be adopted. The motion was seconded by Commissioner Anderson and passed unanimously.

RESOLUTION AUTHORIZING THE SUBMISSION OF A
STATE OF TENNESSEE FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM
GRANT APPLICATION AND MATCHING FUNDS

FAYETTE COUNTY, TENNESSEE

WHEREAS, *Fayette County, the State of Tennessee, Department of Economic and Community Development and the City of Piperton have worked jointly and diligently towards the recruitment of Project Shield to be located within Fayette County limits; and,*

WHEREAS, *a commitment to establish manufacturing and distribution site has been secured from the said industry, provided that adequate infrastructure such as sewer, water, and telecommunication highway crossings can be installed to accommodate their infrastructure needs, and;*

WHEREAS, *said FIDP funding is available to local governments on a matching basis, which is a grant rate of 72% FIDP Grant, and 28% Fayette County Share; and,*

WHEREAS, *Fayette County has agreed to be responsible for seeing that the company provides the local match for the FIDP grant, and other related costs; and,*

WHEREAS, *the Fayette County Commission is desirous of improving the local economic status of the County through job retention and creation such as this;*

NOW THEREFORE, *be it resolved by the Fayette County Commission, Meeting in regularly scheduled monthly session on January 24, 2012, at the Bill G Kelly Justice Complex in Somerville, Tennessee, that the County Mayor Rhea Taylor be and is hereby authorized to execute a grant application and other necessary documents related to the filing of a State of Tennessee's, Tennessee Fasttrack Industrial Infrastructure Program grant, for the use and benefit of the Fayette County, on the industrial project as described herein; and,*

THEREFORE, *Fayette County Mayor Rhea Taylor, be and is hereby designated and appointed as Financial Officer under the terms and pursuant to the Tennessee Code Annotated, as amended, and perform on behalf of Fayette County, Tennessee, those acts and assume such duties as are consistent with the said position.*

READ AND ADOPTED this the 24th day of January, 2012

Signature

Rhea Taylor, County Mayor
FAYETTE COUNTY GOVERNMENT

ATTEST: _____
Sue Culver, County Clerk

EXHIBIT A

TEMPORARY EASEMENT

PROJECT:
Belle Meade Drive
Temporary Emergency Road

COUNTY:
FAYETTE

PROPERTY ASSESSOR
MAP: 105 PARCEL: 116.04

KNOW ALL MEN BY THESE PRESENTS, THAT I,

GERARD GERVASI

have bargained and agree by these presents to transfer and convey unto Fayette County the land rights under the terms described herein and more particularly described as follows:

TEMPORARY ROAD EASEMENT

A temporary road easement for use by the public while a crossing is constructed on Belle Meade Drive over Cypress Creek to replace the crossing which was extensively damaged on December 5, 2011 by flooding waters is given to Fayette County Public Works. This easement is further described by the attached Exhibit A, drawings that show locations relative to this agreement. This easement will be used for public access to Belle Meade Drive, pursuant to the following restrictions and agreements:

The following agreements are made by owner, Gerard Gervasi, and Fayette County while the easement is in effect.

1. The roadbed constructed from Great Oaks Road will be left in place and modified as follows: The road will be lowered to a height more consistent with a natural driveway, 2 feet in height from the end of Great Oaks Road to the round horse pen on the property. From the round horse pen to the barn at the property line, the road will be lowered to 1 foot in height. The surface of the road shall be covered with small gravel to accommodate the crossing of horses, which will be pastured with the road. Gates on the property must be allowed to swing both ways as previously allowed. The road will need appropriate drainage structures to handle water flow and direct water down the existing ditch system and any needed additional ditches. Prior to building any additional ditches or drainage structures, the landowner shall not unreasonably withhold permission as to placement of the needed structures.
2. Any damage, such as ruts, ditches, or holes that were caused by the road, traffic on the road, or the construction of the road will be repaired to original condition.
3. The roadbed will be removed or lowered as soon as possible and no later than May 1, 2012. If Fayette County should need additional time, landowner will consider an extension to complete the required work.
4. Fayette County shall return the easement to a grade and formation consistent with the surrounding pasture, and shall seed bermudagrass with appropriate fertilizer in the disturbed pasture. The pasture shall be prepared at an appropriate time and manner as

- recommended by the University of Tennessee Agricultural Extension Service. The landowner shall be contacted prior to preparation for access to the property.
5. Fayette County shall construct fencing and provide two access gates according to landowner's specifications (see Exhibit D), of approximately 1200 feet as shown in Exhibit B, on currently unfenced land in compensation for the use of approximately 6.5 acres of pasture surrounding a portion of the easement, as shown in Exhibit C. Landowner will be notified via email of the date and time of the completion, and landowner will have 5 days after the date and time of completion to inspect the fencing as to workmanship and compliance with the contract. Landowner will notify County Mayor immediately any concerns that require a remedy and County Mayor will make timely repairs prior to receiving owner's approval.
 6. Fayette County will compensate owner \$600 per month for boarding of horses that could not be kept on temporary road site. The compensation shall start on December 7 and will accrue at the first of each month until the fencing is constructed and owner is notified and owner's approval of work is received, as outlined in Section 8.
 7. Due to the disruption to the pasture operation and the placement of the temporary road, damages to the landowner will include loss of hay and pasture for the landowner's horses. To alleviate this burden, Fayette County will compensate the landowner \$700 for feed once this contract is signed, which represents 20 round bales of hay at \$35 per bale for four (4) horses. This will replace feed and pasture until the landowner's pasture starts growing in the late spring and summer. If the grass is not seeded by the May 1 deadline, then the landowner shall be compensated a further \$140 per month for feed payable on the first of the month and this payment shall continue to a date 60 days past the date of seeding. If the end of payment date is past the first of the month, Landowner shall receive that month's full payment.
 8. Fayette County shall repair/replace damages to landowner's property caused by Fayette County or the public that occurred during the construction or use of the road. Such damages include gates, fencing, barns, waterlines, electrical lines, equipment and other similar property. The owner shall email the County Mayor and Fayette County Public Works with notice of damage. Fayette County Public Works shall contact owner within 5 business days to coordinate the repair of damages. Damages incurred during the construction shall be remedied within 10 business days after Belle Meade Drive is open for public travel. The landowner will be contacted by the designated County representative prior the commencement of any repairs. Landowner will cooperate with the representative on timing of repairs and allowed to have input on individual repairs.
 9. Landowner gives an option to a 20 foot easement along his western boundary and connecting to the current temporary road to Great Oaks Road. Any road built on the easement shall be constructed as described in Section 4 of this document. Should it be necessary to move round-pen to construct road, Fayette County agrees to reposition panels and reconstruct sand base to 6" depth as it is today. Owner would not be responsible for road maintenance. Fayette County Public Works will be responsible for making the description and any costs associated with the easement.
 10. The contact person for Fayette County will be Fayette County Public Works Supervisor Terry Doyle. Mr. Doyle is an employee of Fayette County Public Works and can be

contacted at the Fayette County Public Works main office. He will coordinate the work to be done with the Landowner and supervise its progress.

- 11. FAYETTE COUNTY and its authorized agents are granted full access rights to said temporary easement for the duration of this agreement.
- 12. FAYETTE COUNTY agrees to hold harmless and indemnify the property owner(s) against any and all claims, lawsuits, or grievances that may arise out of the granting of this temporary easement, or are in anyway related to the activities conducted by Fayette County on the subject easement property.
- 13. PROPERTY OWNER agrees to recognize that the United States of America and the State of Tennessee are not a party to this agreement.
- 14. This instrument reflects the entire agreement between Gerard Gervasi and wife _____ . The grantors and Fayette County, Tennessee, the grantee herein and no statement, promises or inducements made by Grantee or any agent of Grantee that are not contained herein should be valid or binding.

AGREEMENT UNDERSTOOD BY GRANTEE: Grantors have carefully read the foregoing temporary easement and hereby acknowledge that they know the contents thereof and that they have had the opportunity to consult with legal counsel.

The temporary easement shall inure to the benefit of Fayette County, Tennessee it citizens, agents and legal representatives. It shall bind Grantors, Gerard Gervasi and _____, their heirs, assigns and grantees and/or legal representatives.

Compensation: the total compensation for grantors under this temporary easement is set forth in writing in this instrument. This constitutes the total consideration due to Grantors who herby acknowledge receipt of One (\$1.00) Dollar cash in hand paid plus other good and valuable consideration plus the mutual covenants set forth herein receipt of which is hereby acknowledged by Grantors.

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S), THIS _____ DAY OF FEBRUARY, 2012,

Gerard Gervasi

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the _____ day of February, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to

me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S), THIS _____ DAY OF FEBRUARY, 2012,

Jim Smith
Fayette County Public Works Superintendent

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the ____ day of February, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S), THIS _____ DAY OF FEBRUARY, 2012,

Rhea Taylor
Fayette County Mayor

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the _____ day of February, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXHIBIT A



THE GREAT SEAL OF THE
STATE OF TENNESSEE

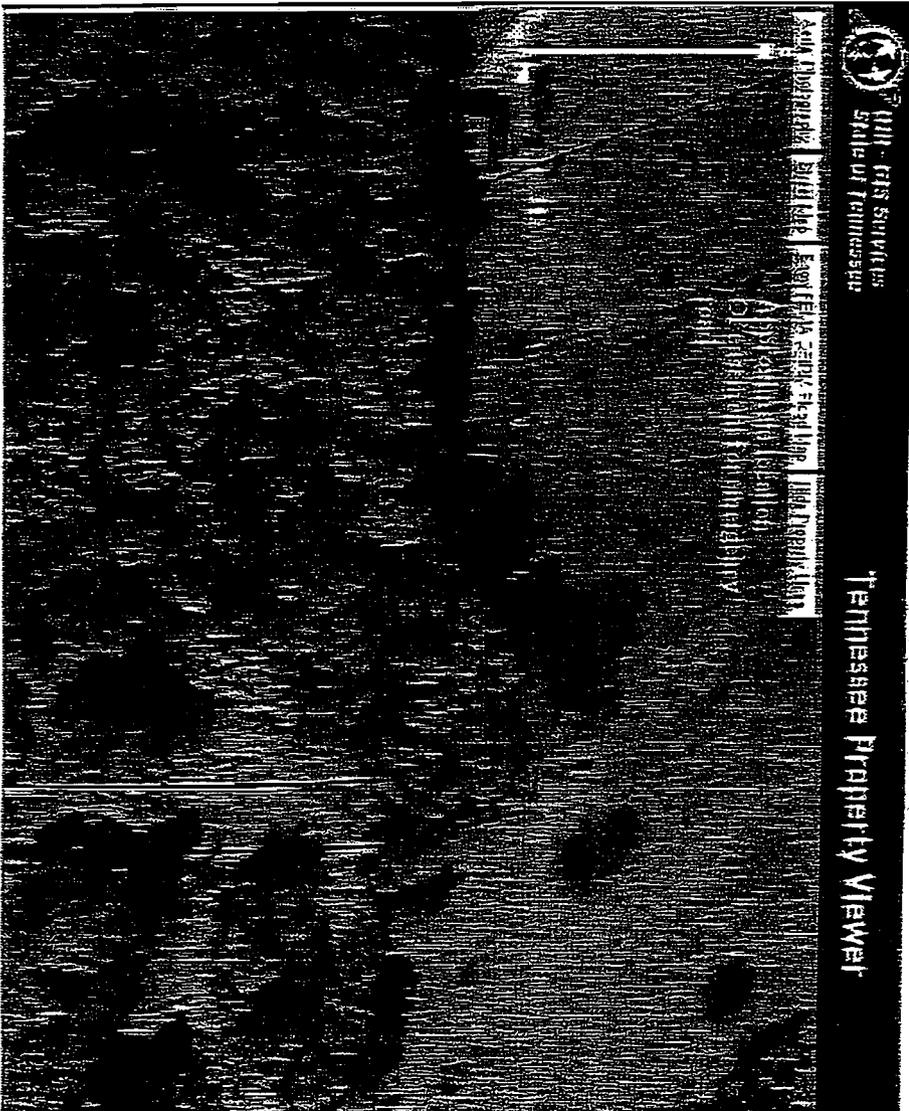
Tennessee Property Viewer

APR 11 2011 10:00 AM

APPROXIMATE LENGTH OF TEMPORARY ROAD

APPROXIMATE LENGTH OF TEMPORARY ROAD

APPROXIMATE LENGTH OF TEMPORARY ROAD



Length:

Approximate Length of Temporary Road

Length of Line:

Approximate Length of Temporary Road

Point Line: Clear Measure

Search Results

Property Detail

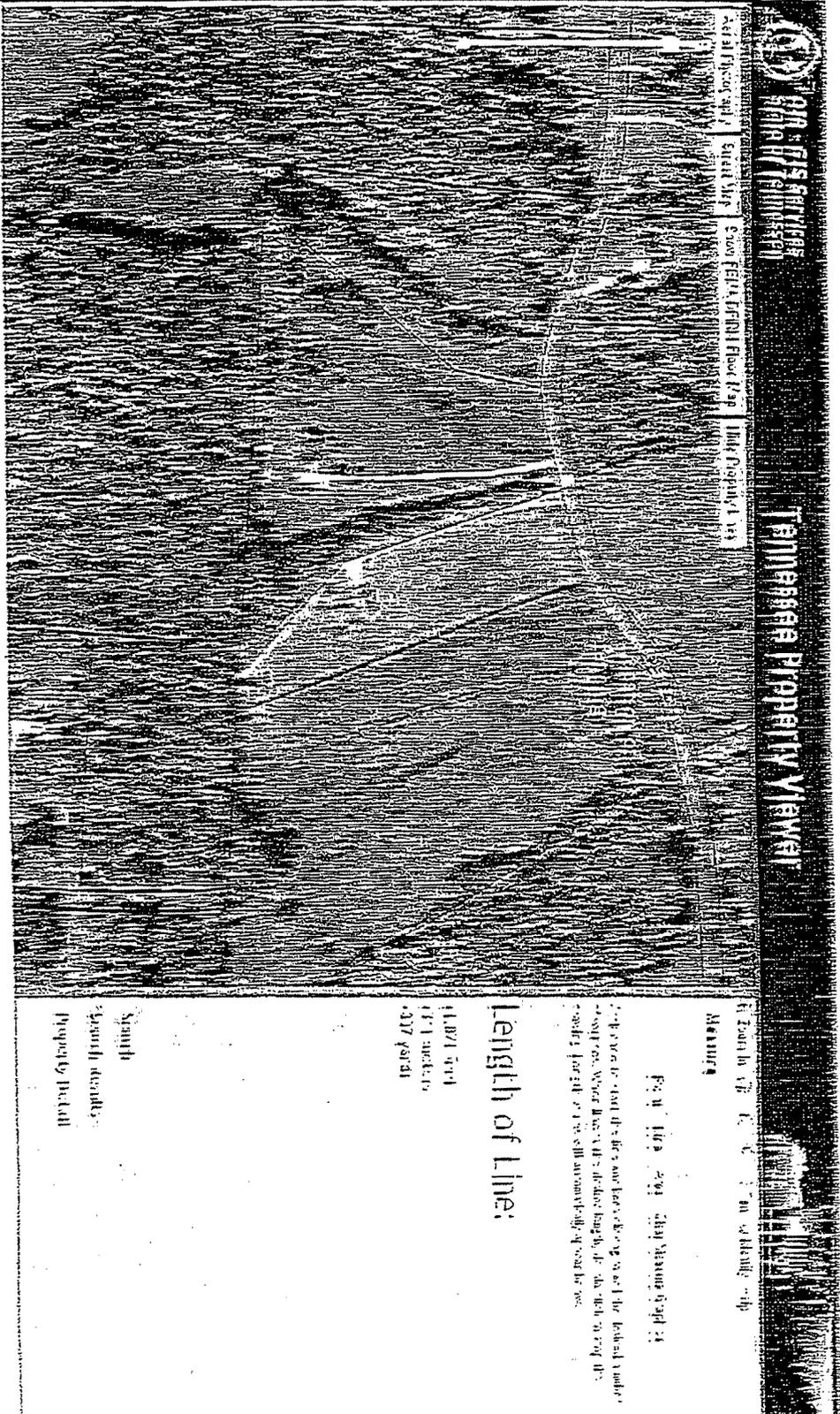
Length of Line:

Approximate Length of Temporary Road

Point Line: Clear Measure

Gerard Gervasi - Estimate of length of temporary road (approximately 600 feet)

EXHIBIT B



Gerard Gervasi - location of fencing to be built, approximately 1100 feet

1100 feet
 1171 meters
 3827 feet

Length of Line:

South
 Southwesterly
 Property Detail

EXHIBIT C



TENN - HIS SOVEREIGN
STATE OF TENNESSEE

Tennessee Property Viewer

Approximately
6.9 acres of pasture
Alcohol Easement

Measure

7.91 Acre Aerial Easement Zoning:

Each owner to start the area of above city to be an enclosure for
of vehicles. After the third vehicle has been used, the next will
automatically fill in. When you have the details of the book-office is
def. then crowding. Area volume will not modify of your house.

Perimeter:

12,323 feet
1708 meters
1767 yards

Area:

1284,675 sq. feet
26,407 sq. meters
31,214 sq. yards
30.58 acres
10.07 sq. miles

8/10/21
debt results

Property Detail

Gerard Gervasi - pasture area inside fence where temporary easement is

EXHIBIT D

Fence construction specifications:

Wire strands- Fence shall be constructed of 4 strands of 12ga smooth galvanized wired. Strands should be spaced accordingly from the ground up:

Bottom – 10" (Measured from ground)

Second – 10"

Third - 12"

Fourth - 12" (Top strand)

T-posts (6' tall) – Spaced 8' apart, faced inward

Gates- Two 12' galvanized pipe gates (2" diameter)
(placement to be marked by landowner)

Corner posts and gate posts – 7-8" diameter treated wood

Pulling posts- Spaced accordingly using 7-8" diameter treated wood posts

With no further business before the Board, the meeting was adjourned.

Rhea Taylor, County Mayor

ATTEST:

Sue W. Culver, County Clerk