

**Jule Bryson**  
Cumberland County Clerk

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2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

April 8, 2016

**TO:** Cumberland County Commission, County Mayor, and News Media

**FROM:** Jule Bryson, Cumberland County Clerk

**SUBJECT:** April 18, 2016 Quarterly Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, April 18, 2016 at 6:00 o'clock P.M. in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

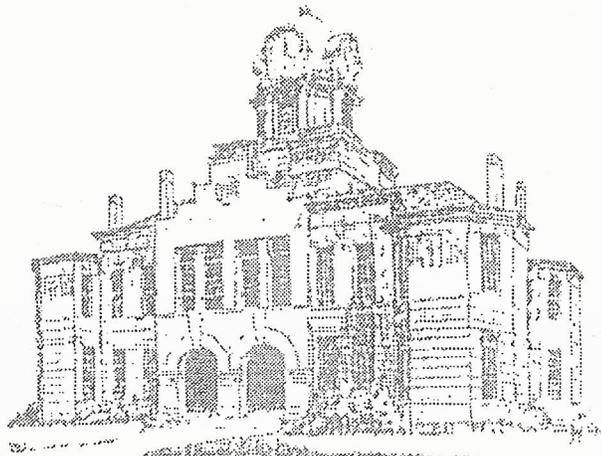
Sincerely,



Jule Bryson,  
Cumberland County Clerk

JB/dc

Enclosures



**CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING AGENDA**  
**APRIL 18, 2016**  
**6:00 O'CLOCK P.M.**

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call, Cumberland County Clerk, Jule Bryson
5. Minutes of March 21, 2016 Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business: RESOLUTION 08-24-2015-6-Amendment to Cumberland County Personnel Policy in regard to Welfare Benefits to certain Cumberland County Retirees (Hassler)
9. New Business:

Ninth Civil District Cumberland County Commissioner Vacancy

Ninth District Commissioner Oath of Office

Assignment of Commission Committees to Ninth District Representatives

RESOLUTION 04-2016-1-Budget Amendment, General Fund, Veteran's Services, \$500.00 (Hassler)

RESOLUTION 04-2016-2-Budget Amendment, General Fund, authorizing a donation to the Cumberland County Veterans Assistance Council, \$9,813.50 (Foster)

RESOLUTION 04-2016-3-Budget Amendment, Highway Fund, \$27,209.00 (Carter)

RESOLUTION 04-2016-4-Appointing Doug Scarlett to the Cumberland County Library Board for a first term of three years to begin July 1, 2016 and end June 30, 2019, reappointing Martha McKnight to the Cumberland County Library Board for a second term of three years to begin July 1, 2016 and end June 30, 2019, and appointing J. D. Atkinson to the Falling Water River Regional Library Board for a first term of three years to begin July 1, 2016 and end June 30, 2019 (Sabine)

RESOLUTION 04-2016-5-To appoint David Surles, Willie Hargis, Linda Baehr Caldwell, David Stout, and Daniel Lynn Husk to the Cumberland County Board of Equalization for terms to expire April 30, 2018 (Hassler)

RESOLUTION 04-2016-6-To approve disposal of real property (Carey)

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

# CUMBERLAND COUNTY COMMISSION MONTHLY MEETING MINUTES

MARCH 21, 2016

Be it remembered that the Cumberland County Commission met in monthly session on Monday, March 21, 2016 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Kenneth Carey, Jr. who requested those in attendance to observe a moment of silence in remembrance of the late John Kinnunen, Ninth District County Commissioner. Minister Walter Kantor from the Calvary Presbyterian Church was asked by the Mayor to give the Invocation and Commissioner David Gibson was called upon to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, County Attorney Randal Boston, Finance Director Nathan Brock and the following County Commissioners:

Harry Sabine	Tracey Scarbrough
Nancy Hyder (absent)	Tom Isham
David Hassler	Rebecca Stone
Allen Foster	David Gibson
Jack Davis	Terry Lowe
Terry Carter	Wendell Wilson
Elbert Farley	Roy Turner
Tim Clafin	Sonya Rimmer (absent)
Woody Geisler	

A quorum being present, the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

1. MINUTES OF FEBRUARY 16, 2016 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Carter, second by Commissioner Gibson, moved the minutes of the February 16, 2016 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the Meeting Minutes carried by a roll vote of 15 ayes from the Commission present.

2. UNFINISHED BUSINESS: NINTH CIVIL DISTRICT CUMBERLAND COUNTY COMMISSIONER:

After announcing that a memorial service for John Kinnunen was scheduled for April 1, 2016 at the Fairfield Glade Convention Center, Mayor Carey entertained a motion to declare the Ninth District Commission seat vacant. Commissioner Geisler moved to declare the seat vacant with Commissioner Sabine seconding the motion.

The motion declaring the Ninth Civil District Commission seat vacant carried by a roll call vote of 15 ayes from the Commission present.

3. NINTH DISTRICT COMMISSIONER VACANCY:

The Mayor suggested that in order to fill the vacancy, the County Clerk prepare a Public Notice (T.C.A. 5-5-111) to forward to the News Media for publication that would direct interested candidates to file their intentions with the Mayor before 4:00 o'clock P.M. on Wednesday, April 6, 2016. After the Election Commission confirms the prospective candidate's eligibility, a vote will be held at the next regularly scheduled Commission Meeting on Monday, April 18, 2016 to fill the vacant position. With a motion from Commissioner Sabine and a second from Commissioner Geisler agreeing to the Mayor's suggested process, the motion setting deadlines to fill the vacancy carried by a roll call vote of 15 ayes from the Commission present.

4. RESOLUTION 03-2016-1-BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, CENTRAL AND OTHERS/OFFICE OF THE SUPERINTENDENT, \$14,750.00:

On motion of Commissioner Hassler, second by Commissioner Isham, moved to adopt resolution 03-2016-1.

The motion to adopt resolution 03-2016-1, a budget amendment to provide partial salary for a Front Desk Secretary, carried by a roll call vote of 14 ayes from the Commission present with Commissioner Farley declaring a conflict of interest and passing on the vote.

5. RESOLUTION 03-2016-2-BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, REGULAR INSTRUCTION PROGRAM/SPED/CTE, \$20,000.00:

On motion of Commissioner Carter, second by Commissioner Claflin, moved to adopt resolution 03-2016-2.

The motion to adopt resolution 03-2016-2, a budget amendment to transfer funds to resolve budgeting issues for 2016-2017 fiscal year, carried by a roll call vote of 15 ayes from the Commission present.

6. RESOLUTION 03-2016-3-BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, HR SERVICES, \$32,801.00:

On motion of Commissioner Hassler, second by Commissioner Claflin, moved to adopt resolution 03-2016-3.

The motion to adopt resolution 03-2016-3, a budget amendment to transfer funds to resolve a coding error in order to meet state standards, carried by a roll call vote of 15 ayes from the Commission.

7. RESOLUTION 03-2016-4-BUDGET AMENDMENT, GENERAL FUND, SHERIFF-JAIL, \$3,609.00:

On motion of Commissioner Foster, second by Commissioner Geisler, moved to adopt resolution 03-2016-4.

The motion to adopt resolution 03-2016-4, a budget amendment to implement the contract between the Sheriff's Department and the State of Tennessee for litter removal from state roads and Interstate 40, carried by a roll call vote of 15 ayes from the Commission present with Commissioner Claflin declaring a conflict of interest before casting a yes vote.

8. RESOLUTION 03-2016-5-BUDGET AMENDMENT, GENERAL FUND, SHERIFF-COURTROOM SECURITY, \$7,650.00:

On motion of Commissioner Geisler, second by Commissioner Claflin, moved to adopt resolution 03-2016-5.

The motion to adopt resolution 03-2016-5, a budget amendment to correct an oversight during the 2015-2016 fiscal year budget process, carried by a roll call vote of 15 ayes from the Commission present.

9. RESOLUTION 03-2016-6-BUDGET AMENDMENT, GENERAL FUND, SHERIFF/JAIL/JUVENILE SERVICES/RESERVE DEPUTIES, \$26,450.00:

On motion of Commissioner Carter, second by Commissioner Turner, moved to adopt resolution 03-2016-6.

The motion to adopt resolution 03-2016-6, a budget amendment to reflect additional costs for mental and inmate transports and replacement of cameras, carried by a roll call vote of 15 ayes from the Commission present with Commissioner Claflin declaring a conflict of interest before casting a yes vote.

10. RESOLUTION 03-2016-7-BUDGET AMENDMENT, GENERAL FUND, LOCAL HEALTH CENTER, \$11,647.00:

On motion of Commissioner Gibson, second by Commissioner Claflin, moved to adopt resolution 03-2016-7.

The motion to adopt resolution 03-2016-7, a budget amendment to provide adjustments to health service employees staffing and compensation and supplies and materials, carried by a roll call vote of 15 ayes from the Commission.

11. RESOLUTION 03-2016-8-AUTHORIZING THE MAYOR TO APPLY FOR AND/OR EXECUTE A LITTER AND TRASH COLLECTING GRANT FOR THE FISCAL YEAR 2016-2017 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION:

On motion of Commissioner Wilson, second by Commissioner Claflin, moved to adopt resolution 03-2016-8.

The motion to adopt resolution 03-2016-8, authorizing the County Mayor to apply for a 2016-2017 Fiscal Year Litter and Trash Collecting Grant from the Tennessee Department of Transportation and should that application be approved the Mayor is authorized to execute the necessary documents to accept the grant, carried by a roll call vote of 15 ayes from the Commission present.

12. RESOLUTION 03-2016-9-APPOINTING WENDELL WILSON AS A MEMBER TO THE JOINT ECONOMIC DEVELOPMENT BOARD FOR A TERM TO EXPIRE AUGUST 2018:

On motion of Commissioner Carter, second by Commissioner Turner, moved to adopt resolution 03-2016-9. Before the vote Commissioner Sabine expressed his appreciation to Commissioner Wilson for accepting a position on the Joint Economic Development Board and he also thanked Mayor Carey for supporting the collaborative efforts between the City of Crossville and Cumberland County.

The motion to adopt resolution 03-2016-9, appointing Commissioner Wendell Wilson as Cumberland County's representative on the Joint Economic Development Board for a term to expire August 2018, carried by a roll call vote of 14 ayes from the Commission present with Commissioner Wilson passing on the vote.

13. RESOLUTION 03-2016-10-TO REAPPOINT BETH SHERRILL AND APPOINT MIKE HARVEL AND DAVID HASSLER AS MEMBERS TO THE CUMBERLAND COUNTY SOLID WASTE REGIONAL PLANNING BOARD FOR TERMS TO EXPIRE MARCH 2022:

On motion of Commissioner Claflin, second by Commissioner Turner, moved to adopt resolution 03-2016-10.

The motion to adopt resolution 03-2016-10, appointing Beth Sherrill, Mike Harvel, and David Hassler as members on the Solid Waste Regional Planning Board for six (6) year terms ending in March 2022, carried by a roll call vote of 14 ayes from the Commission with Commissioner Hassler passing on the vote.

14. RESOLUTION 03-2016-11-TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE THE COMMUNITY ECONOMIC/COMMUNITY DEVELOPMENT COOPERATIVE AGREEMENT (HORIZON INITIATIVE):

On motion of Commissioner Stone, second by Commissioner Carter, moved to adopt resolution 03-2016-11.

Commissioner Stone advised that in order to clarify section four (4) of the resolution the word "required" should be replaced with the word "encourage" and the amended paragraph should read: In consideration of the effort, time, resources and funds expended by the Cities/Town and the County in connection with this Agreement, the Mayors of the Cities/Towns and the Mayor of the County, in their official capacities, but not personal capacities, agree to act upon the intent of this Agreement and, to the extent permitted by their authority and applicable law, encourage their employees, fellow elected leaders, and administration to undertake the actions necessary to fulfill the intent of this Agreement.

It was also requested by Commissioner Geisler that the last two lines in the second number eight (8) on page three of the agreement be deleted and the paragraph be corrected to read: To ensure the long-term stability and opportunity for growth/development of the Crossville-Cumberland County community; that this agreement shall commence on March \_\_\_\_, 2016 and end on June 30th, 2020.

When Commissioner Farley questioned the intent of the cooperative agreement, the Mayor advised the initiative was created through the combined efforts of the Chamber of Commerce, the Board of Education, Roane State Community College, Tennessee College of Applied Technology, the cities of Crossville and Crab Orchard, the town of Pleasant Hill, and the Joint Economic and Community Development Board working together with the County to bring new jobs to the community and to fight the spread of drugs into our area. Commissioner Farley expressed his concerns about the lack of funding for schools in our county and his belief that before Cumberland County can experience any job growth; efforts must be made to improve the school system. Commissioners Stone and Wilson agreed the plan was the beginning of a positive approach to grow and develop opportunities for the community and its citizens.

The motion to adopt resolution 03-2016-11, authorizing and directing Mayor Carey to execute the Community Economic/Community Development Cooperative Agreement, carried by a roll call vote of 13 ayes from the Commission present with Commissioner Claflin voting no and Commissioner Farley passing on the vote.

#### FINANCE DIRECTOR REPORT:

The financial data Cumberland County collected in February 2016 from receipts of property taxes, hotel/motel taxes, ambulance service fees, prisoner boarding and sales taxes was summarized by Finance Director Brock.

#### 15. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner Hassler, moved that Sarah Alley, Danielle C. Brown, Tracy L. Brown, Debra D. Burgess, Tammie Burnett, Deborah Diaz, Carolyn Y. Dunaway, Richard Kevin Greer, George E. Harrison, Rachel Hinch, Clarence Houston, Jordan Houston, Rose Mary Houston, Laci Kennedy, Angelina May, Vanessa Mullinax, Kelly Patton, Amy Qualls, Johnny B. Reeves, Paula Reeves, E. Jane Walker, and Shirley Williams are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 15 ayes from the Commission present.

#### 16. ADJOURNMENT:

On motion of Commissioner Carter, second by Commissioner Turner, moved the March 21, 2016 Monthly Commission Meeting be adjourned at 6:26 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS \_\_\_\_\_ DAY OF APRIL 2016.

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Kenneth Carey, County Mayor  
Chairman, Cumberland County Commission

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Jule Bryson, Cumberland County Clerk

**RESOLUTION NO:** 08-24-2015-6

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**WHEREAS** the Cumberland County Commission is desirous of amending its Personnel Policy to reflect that certain Cumberland County retired employees who meet the outlined requirements receive continued payment of health insurance benefits; and

**WHEREAS** the proposed amendment to the Cumberland County Personnel Policy is attached hereto as **Exhibit "A"** to which specific reference is made and included in this Resolution as if stated verbatim herein; and

**WHEREAS** the Cumberland County Commission seeks to amend its Personnel Policy and offer this Welfare Benefit to certain Cumberland County Retirees pursuant to Tenn. Code Ann. § 8-27-401 *et sequitur*, and;

**WHEREAS** the Amendment to the Cumberland County Personnel Policy is in no way intended to create a contract between Cumberland County and its Employees, retired or otherwise, and;

**WHEREAS** the Amendment to the Cumberland County Personnel Policy is in no way intended to create a vested interest in and to such Welfare Benefit of providing Health Insurance to its retired employees as found in *Davis, et al. v. Wilson County, Tennessee*, 70 S. W. 3d 724 (Tenn. 2002) such "health care benefits are authorized by statute, but are not required to be provided to county employees and such coverage, when provided, may be amended, modified, changed, or terminated. *See also id.* § Tenn. Code Ann. 8-27-502(c) *also id.* 727.

**NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD, IN SPECIAL SESSION ASSEMBLED;**

1. That the Cumberland County Personnel Policy be Amended to reflect the changes outlined in the attached **Exhibit "A"** to which specific reference is made and included in this Resolution as if stated verbatim herein.
2. That the Amendment to the Cumberland County Personnel Policy as accepted **does not** create a contractual or vested right in the Insurance as outlined above that is being provided and is subject to the terms attached as the **Exhibit "A"** and no further.
3. It is the intention that the adoption of this Resolution by a majority vote of the Cumberland County Commission shall supersede all previous Resolutions related to this issue and the Resolution shall be the sole Resolution for reference to responding to any issues presented about insurance coverage for any current Cumberland County employee, retiree or future Cumberland County retiree.

SPONSOR:

David Hassler S.F.  
COUNTY COMMISSIONER

ATTEST:

\_\_\_\_\_

COUNTY CLERK

APPROVE:

\_\_\_\_\_

COUNTY MAYOR

Amendment to the  
Cumberland County, Tennessee  
Personnel Policy

**Payment of Medical Insurance  
Premiums for Retirees**

Cumberland County shall offer a voluntary retirement incentive program for full-time employees who were employed on or before July 1, 2015. Employees hired or re-hired after July 1, 2015 shall not be eligible for this benefit. The County shall pay individual medical insurance premiums for a maximum of 8 eligible employees who choose to retire in any one fiscal year. The medical insurance coverage for retirees shall be the same as that provided for current regular full time employees and shall continue until the retiree is eligible for Medicare benefits. Requirements of the retiree benefit are as follows:

a) Retiree Responsibilities

1. Retiree must give written notification to the Finance Department regarding intent to retire no later than March 1 of the fiscal year prior to the requested retirement year. Such notification shall be waived in the event of unexpected retirement due to health conditions or other catastrophic event.
2. Retiree must have a minimum thirty years creditable Tennessee Consolidated Retirement System (TCRS) service with Cumberland County. Exceptions to the creditable TCRS service may be made only for employees who were employed on July 1, 1985 and opted out of participation in TCRS at inception for general government employees.
3. Retiree must submit an application for continuation of insurance with TCRS retirement application at the time of retirement.
4. Retiree must comply with all eligibility requirements established by the health insurance plan for self and dependents.

b) Cumberland County shall

1. Terminate premium payment incentive to a retiree who returns to full time employment with any agency covered by TCRS.
2. Allow retiree to add, and require the retiree to pay for, eligible family plan coverage at the same rate as current regular full time employees.
3. Accept applicants for this benefit in the order of the number of years of TCRS approved service until the maximum cap of eight (8) is reached. Should applicants have the same number of years service, those with the earlier dates of submission of an application for this shall be given preference in the order of acceptance. Any applicant not granted this benefit due the maximum 8 cap shall be placed in a pool effective for the following year, with the date of their application remaining unchanged.
4. Guarantee those employees taking advantage of this program shall continue to receive this benefit even if the program is discontinued at a future date.

**Cumberland County, Tennessee**  
**Projected Retiree Enrollment**

As of July 1, 2015

<u>Year</u>	<u>Drop</u>	<u>Eligible</u>	<u>Total Enrolled</u>	<u>Total Annual Cost</u>
FY 15/16		14	14	\$ 106,100
FY 16/17	1	1	14	\$ 106,100
FY 17/18	0	2	16	\$ 121,258
FY 18/19	1	2	17	\$ 128,836
FY 19/20	3	3	17	\$ 128,836
FY 20/21	1	6	22	\$ 166,729
FY 21/22	3	3	22	\$ 166,729
FY 22/23	4	5	23	\$ 174,308
FY 23/24	3	0	20	\$ 151,572
FY 24/25	1	5	24	\$ 181,886

**Assumptions:**

**\$ 633.55 Insurance Premium per Month**

**\$ 7,578.60 Total per Year for Employee**

**All employees retire at 30 years Service**

**Jule Bryson**  
*Cumberland County Clerk*

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2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

March 22, 2016

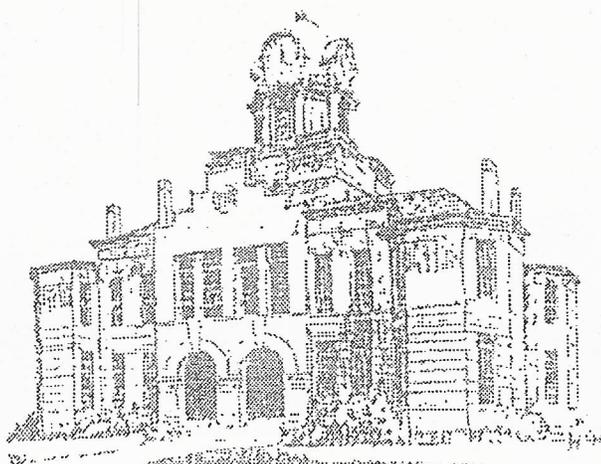
**PUBLIC NOTICE PURSUANT TO T.C.A. 5-5-111**

You are hereby notified that on March 21, 2016, the Cumberland County Commission declared a vacant seat in the office of Ninth Civil District Cumberland County Commissioner effective March 21, 2016.

You are further notified the Cumberland County Commission Chairman has established Wednesday, April 6, 2016 at 4:00 o'clock P.M. as the deadline for all interested qualified citizens from the Ninth Civil District to offer their names as candidates for the vacancy to Kenneth Carey, Jr., Cumberland County Mayor.

All potential candidates seeking to fill the Ninth Civil District Commissioner vacancy will be given an opportunity to address the Commission at their regular meeting to be held on Monday, April 18, 2016 at 6:00 o'clock P.M. in the large meeting room at the courthouse. At that time the Cumberland County Board of Commissioners will appoint someone from the names submitted to serve as a successor until the next election to be held in August 2016.

Jule Bryson  
Cumberland County Clerk



**JULE BRYSON  
CUMBERLAND COUNTY CLERK**

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**2 NORTH MAIN STREET, SUITE 206 CROSSVILLE, TENNESSEE 38555 USA  
PHONE (931) 484-6442 FAX (931) 210-5585**

April 8, 2016

**NOTICE TO CUMBERLAND COUNTY COMMISSION AND NEWS MEDIA**

As of 4:00 o'clock P.M. on Wednesday, April 6, 2016, the following qualified citizens from the Ninth Civil District have offered their names as candidates for the vacancy in the office of Cumberland County Commissioner.

1. Sandra Baxter Dutcher
2. Dr. Robert Ochsenrider
3. John L. Patterson, Jr.
4. Robert W. Smith

Thank you,  
Jule Bryson  
Cumberland County Clerk

**ASSIGNMENT OF COMMISSION COMMITTEES TO NINTH DISTRICT REPRESENTATIVES**

**WHEREAS**, a vacancy in the ninth district has created a need for changes to the committee structure;  
and

**WHEREAS**, the Cumberland County Commission has appointed a representative to fill the vacancy  
until the next election in August 2016; and

**NOW, THEREFORE BE IT RESOLVED**, by the Cumberland County Board of Commissioners  
meeting in Regular Session this 18<sup>th</sup> day of April 2016, appoint the 9<sup>th</sup> District committees as follows:

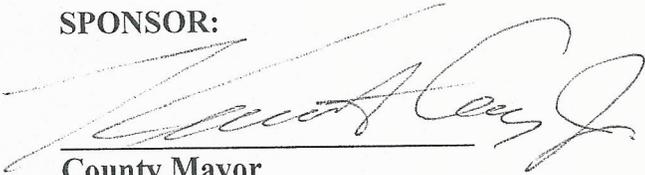
Woody Geisler:

Emergency Service Committee  
Rules Committee  
Beer Board Committee  
Debt Management Committee  
Budget Committee

New Member:

Building and Grounds Committee  
School and Education Committee  
Delinquent Tax Committee  
Environmental Committee

**SPONSOR:**



**County Mayor**

**APPROVED:**

\_\_\_\_\_  
**County Mayor**

**ATTEST:**

\_\_\_\_\_  
**County Clerk**

**Cumberland County, Tennessee**

**General Fund**

To the Cumberland County Commission meeting in regular session this 5th day of April, 2016:

Whereas, Cumberland County Veteran's Service Officer has requested to move funds from part time personnel to travel, and

Whereas, the Veteran's Service Officer feels this would allow adequate funding for the remainder of FY 15-16 to meet the travel needs necessary to assist with Veteran visits.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

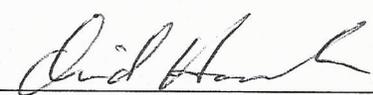
**VETERAN'S SERVICES**

Increase Expenditures:

101-58300-355	Travel	\$ 500.00
Total		\$ 500.00

Decrease Expenditures:

101-58300-169	Part-Time Personnel	\$ 500.00
Total		\$ 500.00

Sponsor:   
County Commissioner

Approval: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

Budget Committee Vote:  
Ayes: 7 Nays: 0 Abstain: 0

**Resolution Authorizing a Donation  
To the  
Cumberland County Veterans Assistance Council**

**Whereas**, Former Cumberland County Veterans Service Officer Mark Daniels has agreed to pay restitution for his criminal acts related to the veterans office, and

**Whereas**, the Cumberland County Veterans Assistance Council has been established to support and assist veterans in Cumberland County, and

**Whereas**, the Cumberland County Veterans Assistance Council has requested a portion of the restitution proceeds be contributed to them, and

**Whereas**, the Cumberland County Veterans Assistance Council is a 501(c)(3) designated public charity by the Internal Revenue Service, and

**Whereas**, the Budget Committee has reviewed the request and favorably recommended a contribution not to exceed \$9,813.50 for restitution paid this fiscal year.

**Therefore**, be it resolved that the Cumberland County Commission does hereby approve a contribution not to exceed \$9,813.50 to the Cumberland County Veterans Assistance Council and all remaining and future restitution payments from the former Veterans Service Officer shall be committed for Cumberland County veterans services and assistance.

**GENERAL FUND**

Decrease:		
101-34690	Committed Fund Balance	\$9,813.50
Increase Expenditures:		
101-51100-316	Contributions	\$9,813.50

Adopted this 18<sup>th</sup> day of April, 2016.

Sponsor: Allen East  
County Commissioner

Approved: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

**CUMBERLAND COUNTY, TENNESSEE**

To the Cumberland County Commission meeting in regular session this 18th Day of April, 2016:

Whereas, the Fiscal Year 2015-2016 budget requires adjustments to expenditures in the Highway Department fund.

Therefore, be it resolved that the following budget amendments be adopted by the Cumberland County Commission.

**Highway Fund**

Decrease Expenditures:

131-62000-444	Salt	\$ 5,709.00
131-62000-445	Sand	\$ 500.00
131-62000-455	Wood	\$ 1,000.00
131-63100-433	Lubricants	\$ 1,800.00

Decrease:

131-34550	Highway Fund Balance	<u>\$18,200.00</u>
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Total \$27,209.00

Increase Expenditures:

131-62000-403	Asphalt - Cold Mix	\$ 6,209.00
131-63100-418	Equipment & Machinery Parts	\$15,000.00
131-63100-450	Tires & Tubes	<u>\$ 6,000.00</u>

Total \$27,209.00

Sponsor: \_\_\_\_\_  
County Commissioner

Approval: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

**A RESOLUTION TO APPOINT A MEMBER TO THE CUMBERLAND COUNTY LIBRARY BOARD**

**WHEREAS**, the Cumberland County Library Board is composed of seven (7) members appointed by the County Commission for three-year staggered terms (TCA 10-3-103); and

**WHEREAS**, not more than one official of the county may serve on the Board and not more than five (5) members may be of the same sex; and

**WHEREAS**, current members and their terms are as follows:

- (1) **Melanie Sherrill - Term expires 06/30/17**
- (2) **Frank Edwards - Term expires 06/30/16**
- (3) **Ann Perron - Term Expires 06/30/17**
- (4) **Ron Pulley - Term expires 06/30/17**
- (5) **Harry Sabine - Term expires 06/30/18**
- (6) **Lonnie Van Trump - Term expires 06/30/18**
- (7) **Martha McKnight - Term expires 06/30/16; and**

**WHEREAS**, pursuant to TCA 10-5-102, if the Commission appoints additional persons as members of the Falling Water River Regional Library Board, these persons are also ex-officio members of the Cumberland County Library Board. The Regional Board members currently serving on the County Library Board are:

- (1) **N. Kaye Randolph - Term expires 06/30/18**
- (2) **Lisa Harrison - Term expires 06/30/16; and**

**WHEREAS**, Frank Edwards has completed a second term of three years on the Cumberland County Library Board; and

**WHEREAS**, Martha McKnight has completed a first term of three years on the Cumberland County Library Board; and

**WHEREAS**, Lisa Harrison has completed a second term of three years on the Falling Water Regional Library Board; and

**WHEREAS**, Martha McKnight is willing to serve a second term of three years on the Cumberland County Library Board; and

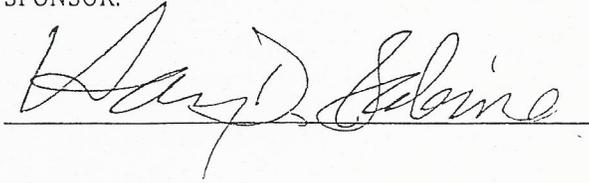
**WHEREAS**, Doug Scarlett is willing to serve a first term of three years on the Cumberland County Library Board; and

**WHEREAS**, J. D. Atkinson is willing to serve a second term of three years on the Falling Water River Regional Library Board;

**NOW, THEREFORE, BE IT RESOLVED** by the Cumberland County Board of Commissioners meeting in regular session this 18th day of April, 2016, that Doug Scarlett be appointed to the Cumberland County Library Board for a first term of three years to begin on July 1, 2016 and to expire on June 30, 2019 and that Martha McKnight be appointed to the Cumberland County Library Board for a second term of three years to begin on July 1, 2016 and to expire on June 30, 2019 and that J. D. Atkinson be appointed to the Falling Water River Regional Library Board for a first term of three years to begin on July 1, 2016 and to expire on June 30, 2019.

This 18<sup>th</sup> day of April, 2016.

SPONSOR:

  
\_\_\_\_\_

COUNTY COMMISSION

APPROVED:

\_\_\_\_\_

COMMISSION CHAIRMAN:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

COUNTY MAYOR

COUNTY CLERK

**A RESOLUTION TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY BOARD OF  
EQUALIZATION**

**WHEREAS**, the county legislative body of each county shall, at the April session of each even year, from the different sections of the county, elect, for a term of two (2) years, five (5) freeholders and taxpayers who shall constitute a county board of equalization. (Tennessee Code Annotated 67-1-401)

**WHEREAS**, the board reviews property owner's complaints regarding property tax assessments; and

**NOW, THEREFORE BE IT RESOLVED**, by the Cumberland County Board of Commissioners meeting in Regular Session this 18<sup>th</sup> day of April 2016, appoint the following to the Cumberland County Board of Equalization.

David Surles	Expires- April 30, 2018
Willie Hargis	Expires- April 30, 2018
Linda Baehr Caldwell	Expires- April 30, 2018
David Stout	Expires- April 30, 2018
Daniel Lynn Husk	Expires- April 30, 2018

**SPONSOR:**

  
\_\_\_\_\_  
County Commissioner

**APPROVED:**

\_\_\_\_\_  
County Mayor

**ATTEST:**

\_\_\_\_\_  
County Clerk

**RESOLUTION NO : 04-2016-6**

**Cumberland County, Tennessee**

**RESOLUTION TO APPROVE DISPOSAL OF REAL PROPERTY**

**WHEREAS** the Cumberland County Health Department officially opened for business in their new building on Main Street in Crossville, Tennessee, on March 20, 2013; and

**WHEREAS** the Cumberland County Building and Grounds Committee recommends that the buildings and property, formerly used as the Health Department, at Hayes Street, Crossville, Tennessee, be declared as surplus to the County's needs and further recommends disposal of said property; and

**WHEREAS** the Cumberland County Budget Committee requested and the County Mayor has obtained a fair market value Commercial Appraisal of the Hayes Street Property and its improvements located thereon;

**WHEREAS** JPJG Properties, LLC has extended an offer of purchase for the Health Department Building located on Hayes Street, Crossville, Tennessee for a fair market value with improvements to the building being the responsibility of the purchasers with the Offer to Purchase heretofore attached as "Exhibit A" and incorporated herein;

**WHEREAS** Cumberland County will extend credit for the transaction for the sale of the Cumberland County Health Department located on Hayes Street, Crossville, TN as defined in the language and agreement described in the Offer to Purchase by the terms and agreed upon by the parties;

**WHEREAS** Cumberland County Mayor is authorized to act as Cumberland County's agent during the transaction;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS** of Cumberland County, meeting in regular session on this the 18<sup>th</sup> day of April, 2016, authorize the sale of the Cumberland County Health Department Building located on Hayes Street, Crossville, Tennessee by and through the terms and conditions agreed upon; and.

**BE IT FURTHER RESOLVED**, that after the terms and conditions are agreed upon by the parties

Adopted this 18<sup>th</sup> day of April, 2016.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the County of Cumberland, Tennessee, with an address of \_\_\_\_\_ ("Seller"), and JPJG Properties LLC, a Tennessee limited liability company, with an address at 156 Rector Avenue, Crossville, Tennessee 38555, ("Purchaser"). In consideration of the mutual agreements herein set forth, the parties hereto, intending to be legally bound, agree as follows.

### 1. Defined Terms/Riders.

(A)	(i)	<b>Purchaser's EIN:</b>	_____
	(ii)	<b>Deposit:</b>	\$ 1,000.00
	(iii)	<b>Escrowee:</b>	Looney, Looney & Chadwell, PLLC
	(iv)	<b>Land:</b>	Map 113D Group B Parcel 013.00
	(v)	<b>Closing Date:</b>	Within 20 days of completion of survey
	(vi)	<b>Purchase Price:</b>	\$ 350,000.00
	(vii)	<b>Seller's EIN:</b>	Exempt

(B) If checked, the following Riders are attached to and made a part of this Agreement as if more fully set forth herein:

Due Diligence Rider

2. Agreement to Sell. For the Purchase Price and subject to the terms and conditions hereof, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, all Seller's right, title and interest in and to all and singular the following (which are herein sometimes collectively referred to as "Property"):

- (i) the Land;
- (ii) the buildings, structures, improvements, personal property and fixtures erected or located thereon (collectively, "Improvements");
- (iii) the tenements, hereditaments, appurtenances, rights of way, strips, gores, easements, rights and privileges in any way pertaining or beneficial to the Land or Improvements;
- (iv) all damages, awards, claims and causes of action now or hereafter payable or assertable with respect to any of the foregoing by reason of any exercise of the power of eminent domain, any change of grade of any street, road, highway, avenue or alley, or any damage, destruction, loss or removal of any of the foregoing.

3. Purchase Price. The Purchase Price for the Property shall be payable by Purchaser as follows:

(i) The Deposit is payable to the Escrowee upon execution hereof by Purchaser to the Escrowee, to be held in escrow and disbursed by Escrowee pursuant to the provisions of that certain Escrow Agreement ("Escrow Agreement") of even date herewith among Seller, Purchaser and Escrowee, a copy of which is attached hereto as Exhibit "B". At Closing (defined below), the Deposit shall be credited to Purchaser on account of the Purchase Price. If Closing does not occur, the Deposit either shall be refunded to Purchaser or paid to Seller as herein provided.

(ii) The balance of the Purchase Price, increased or decreased by the prorations and adjustments herein provided for, shall be payable at Closing (below defined) in the form of a purchase money note in the principal amount of the sum owed by Purchaser to Seller, executed by Purchaser, amortized over ten (10) consecutive years at four percent (4%) per annum in equal monthly payments during said term, which note shall be secured by a deed of trust encumbering the Property. There shall be prepayment penalties as follows: If prepaid in the first year of the note term, the penalty shall be 4% of the outstanding unpaid principal; if in the second year then 3%; and if in the third year, then 2%. However, there shall be no penalties for prepayment in the remaining years of the term after the third year. Additionally, Purchaser shall pay for a survey of the Property, to consist of 1.6 acres of improvements and land around the improvements. Purchaser shall make all reasonable prepares as it has proposed.

4. Closing.

(A) The closing of the conveyance of the Property ("Closing") is the meeting at which the Seller transfers ownership of the Property by warranty deed (the "Deed"), and the Purchaser executes the purchase money note and trust deed described above. Closing shall be held at 10:00 A.M. prevailing local time on the Closing Date. Closing shall be held at the offices of Escrowee.

(B) At Closing, Seller shall deliver the following documents to Purchaser (the "Seller Deliverables"):

(i) The Deed sufficient to vest in Purchaser title to the Land and the other portions of the Property that constitute real property in accordance with this Agreement;

(ii) bill of sale sufficient to vest in Purchaser title to any portion of the Property that is not conveyed by the Deed;

(iii) all documents reasonably required by the Escrowee which are necessary in order for the Escrowee to issue the Title Insurance Policy to Purchaser in accordance with this Agreement;

(iv) a duly executed counterpart of such certificates, disclosures and reports as are required by applicable state and local law in connection with the conveyance of the Property; and,

(v) a Certificate stating that the Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445.

(C) At Closing, Purchaser shall deliver or cause to be delivered to Seller (the "Purchaser Deliverables"):

(i) the note and deed of trust pursuant to this Agreement; and,

(iii) confirmation that Purchaser has caused all utilities servicing the Property to be transferred as of the Closing Date into the name of Purchaser and that Purchaser has posted such deposits or other security required by any utility provider.

## 5. Title.

(A) At Closing title to the Property shall be good and marketable, fee simple absolute, free and clear of all covenants, restrictions, easements, rights of way, mortgages, security interests, liens, encumbrances and title objections. At Closing title to the Property shall be insurable as such by any reputable title insurance company authorized to issue title insurance in the state where the Property is located, at such company's regular rates, pursuant to a standard form ALTA owner's form of policy.

(B) Within twenty (20) days after the date of this Agreement, the Purchaser shall obtain from the Escrowee and shall submit to the Seller a commitment to insure title to the Property, together with complete and legible copies of all written covenants, restrictions, easements, and agreements which are listed as exceptions thereon (collectively, the "Title Commitment"). Concurrently with its submission of the Title Commitment, the Purchaser shall notify the Seller in writing of any exception or matter shown in the Title Commitment to which Purchaser objects, (the "Title Objection Notice"). If the Purchaser does not submit the Title Commitment or give Title Objection Notice within the time allowed, then the Purchaser shall be deemed to have approved all exceptions or matters shown on the Title Commitment, and shall accept title subject thereto, unless the exception or matter does not appear of record or was not shown on the Title Commitment on the date on which the Purchaser submits to the Seller the Title Commitment and the Title Objection Notice.

(C) Notwithstanding anything to the contrary contained in Section 5(A) above, if the Purchaser gives Title Objection Notice within the time allowed, then the Seller shall have the right, at its option, to defer the Closing Date for a period not exceeding thirty (30) days, during which time the Seller shall have the right, but not the obligation, to remove or otherwise resolve the Purchaser's objections.

6. Seller's Representations and Warranties.

(A) Seller represents, warrants, covenants and agrees to and with Purchaser as follows:

(i) Seller has the full legal and equitable title to the Property and legal power to convey the Property to Purchaser in accordance with this Agreement.

(ii) Seller is not a party to any management, service, equipment, supply, maintenance or other agreement of any kind or nature with respect to or affecting the Property that will not be terminated prior to Closing.

(iii) Seller has all legal power and authority to undertake, observe and perform all of Seller's agreements and obligations hereunder and in connection herewith and to own and operate the Property.

(iv) This Agreement constitutes the valid and binding obligations of Seller, enforceable in accordance with its terms, including without limitation all necessary and binding resolutions and ordinances.

(B) If, after the execution of this Agreement any event occurs or condition exists that renders any of the foregoing representations and warranties untrue or misleading, Seller shall promptly notify Purchaser. All such representations and warranties shall be deemed made by Seller on the date of this Agreement and at the time of Closing.

7. Purchaser's Representations and Warranties.

(A) Purchaser represents, warrants, covenants and agrees to and with Seller as follows:

(i) Purchaser is duly formed and validly existing in the state of Purchaser's formation.

(ii) Purchaser has all legal power and authority to undertake, observe and perform all of Purchaser's agreements and obligations hereunder and in connection herewith and to purchase the Property.

(iii) This Agreement constitutes the valid and binding obligations of Purchaser, enforceable in accordance with its terms.

(B) If, after the execution of this Agreement any event occurs or condition exists that renders any of the foregoing representations and warranties untrue or misleading, Purchaser shall promptly notify Seller. All such representations and warranties shall be deemed made by Purchaser on the date of this Agreement and at the time of Closing.

Condition of Property. Except as otherwise specifically provided in this Agreement, the Seller makes no representation, promise or guaranty with respect to the condition or character

of the Property (including without limitation the subsoil condition thereof) or the use or uses to which the Property may be put. Purchaser acknowledges that Purchaser has the right to make the examinations and investigations described in this Agreement, and that Purchaser is relying on this right in order to satisfy itself as to the character and condition of the Property, and is fully satisfied with this right. The Purchaser further acknowledges that except as otherwise specifically provided in this Agreement, the Purchaser will be purchasing the Property on the basis of its examination and investigation and not in reliance on any representation or warranty of the Seller or any agent, employee or representative of the Seller. However, and notwithstanding any term of provision herein to the contrary, Seller specifically warrants and represents that there are no adverse environmental conditions with regard to the Property, (including, without limitation, the structures thereon), and that, in the event that Purchaser chooses, within his sole and unfettered discretion to remodel, maintain, expand, repair or demolish the Property or improvements thereon, or any portion thereof, that Purchaser will find no adverse environmental conditions or conditions requiring remediation or disposal of any type, including, without limitation, asbestos and underground tanks or leakage. Seller hereby indemnifies and holds harmless Purchaser from and against all claims, including those for or regarding environmental claims and conditions, in the event that these representations are found to be materially false.

8. Compliance with Laws. Seller warrants and represents that no notice of violation has been issued against the Property under environmental, zoning, building, health or fire codes. If any such notice or communication is received by Seller after the date of this Agreement, Seller shall promptly notify Purchaser in writing, and Seller, if Purchaser so requests, shall give Purchaser full opportunity, with the cooperation of Seller, to contest such governmental action and to initiate or participate in such proceedings as Purchaser may deem necessary or desirable to protect Purchaser's interests. Purchaser, following closing, may use the Property for any lawful purpose and may convey, transfer, sell, lease or sublease the Property, in whole or in part, to anyone for any purpose that it may choose within its sole and unfettered discretion.

9. Apportionments at the Closing; Transfer Taxes; Closing Costs. The following apportionments shall be made between the parties at the Closing as of the Closing Date:

(A) Real estate taxes, personal property taxes, and water and sewer rents and charges (if any) against the Property for the year or quarter in which the Closing is held shall be apportioned on a per diem basis between the Purchaser and the Seller as of the date of the Closing, and all tax adjustments shall be based on the fiscal year used by the taxing authority with due allowance made for the maximum discount allowable. Other current charges for the Property shall be apportioned in the same manner. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax. If there are completed improvements on the Land by January 1st of the year of the Closing, which improvements were not completed on January 1st of the prior year, then real estate taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon by Seller and Purchaser.

(B) Purchaser shall Pay: (i) all real estate transfer taxes, if any, applicable to the conveyance effected by the Deed; and (ii) the premium for a standard title insurance policy on the Property.

(C) Seller shall pay at Closing all recording fees due on recording of corrective instruments, if any. All costs and expenses to be paid by Seller at Closing shall be disbursed from the balance of the Purchase Price payable by Purchaser at the Closing and shall reduce the net cash payable to Seller. Purchaser shall also pay at or prior to the Closing (i) all recording fees due on the Deed, (ii) the cost of any special endorsements to title insurance requested by Purchaser, (iii) all title examination fees and survey costs for the Title Commitment and any survey required by this Agreement or otherwise obtained by Purchaser and (iv) all costs and expenses of any financing of Purchaser's acquisition of the Property (including, without limitation, all intangible taxes, if any, and recording and filing fees due on any financing document, and lender's attorneys' fees and expenses).

10. Waiver of Tender. Tender at the time of the Closing of an executed Deed by Seller and the balance of the Purchase Price by Purchaser are hereby mutually waived, but nothing herein contained shall be construed as to relieve Seller from the obligation to deliver the Deed or to relieve Purchaser from the concurrent obligation to execute the note and deed of trust at Closing.

11. Time of the Essence. Time wherever specified herein for satisfaction of conditions or performance of obligations by Seller or Purchaser is of the essence of this Agreement.

12. Purchaser's Default. If at the time of Closing Purchaser is in default in the observance or performance of Purchaser's obligations hereunder, then Seller shall have the right, as Seller's sole remedy, to retain the Deposit as liquidated damages and thereafter the parties shall have no further obligations hereunder. The parties acknowledge that the aforesaid liquidated damages are reasonable and do not constitute a penalty and are being agreed upon due to the difficulty of calculating the actual amount of damages that Seller might sustain in the event of a default by Purchaser and termination of this Agreement.

13. Seller's Default. If Purchaser complies with all of Purchaser's obligations under this Agreement, and at the time of Closing Seller is in default in the observance or performance of Seller's obligations hereunder, including without limitation Seller's obligation to deliver title in accordance with Section 5 above, then Purchaser shall have the right, as Purchaser's sole remedy, to either (i) terminate this Agreement and the obligations of Seller and Purchaser hereunder and receive a return of the Deposit, (ii) take such title to the Property as Seller can give without adjustment of the Purchase Price or (iii) enforce the obligations of Seller hereunder by specific performance.

14. Termination. Whenever this Agreement specifies a right of Purchaser or Seller to terminate this Agreement, such right shall be exercisable only by the exercising party giving written notice thereof to the other party. If Seller or Purchaser shall exercise any such termination right, other than Seller's termination right under Section 14 above because of a default by Purchaser, then promptly following such exercise, the Deposit shall be refunded to

Purchaser, and upon such refund all further rights and obligations of the parties hereunder shall terminate.

15. Casualty. If the Property, or a material part thereof, are destroyed, damaged or lost by fire or other casualty or cause prior to Closing, Purchaser shall have the right to terminate this Agreement. If Purchaser shall not elect to terminate this Agreement, then at Closing Seller shall pay to Purchaser all money theretofore paid to Seller by reason of such fire, casualty or cause (less any amounts expended by Seller to secure or restore the Property), and shall assign to Purchaser all of Seller's claims and rights with respect to such fire, casualty or cause, including without limitation all rights and claims under all applicable policies of insurance, and shall pay to Purchaser all sums which may have been paid to Seller by reason thereof.

16. Condemnation. If the Property, or any material part thereof, is taken by eminent domain prior to Closing, Purchaser may terminate this Agreement by giving notice to Seller.

17. Notices. All notices (including without limitation approvals, consents and exercises of rights or options) required by or relating to this Agreement shall be in writing and shall either be (i) hand delivered, (ii) delivered by overnight courier service or (iii) mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address above set forth, or at such other address as such other party shall designate by notice, and shall be effective when delivered to such address.

18. Brokers. Seller and Purchaser each represent to the other that neither of them has dealt with any broker or other person who may be entitled to a real estate broker's commission or a finder's fee in connection with this transaction except for any broker that shall be paid by Seller pursuant to a separate agreement existing on or before the date hereof. Seller and Purchaser each shall indemnify and hold the other harmless from and against any claim for broker's commission or finder's fee asserted by a person claiming by or through them. This indemnification shall survive Closing.

19. Whole Agreement; Amendments. This Agreement sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions. The exhibits referred to above constitute parts of this Agreement. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to this transaction, shall be valid unless the same be in writing and signed by the party against whom enforcement of same is sought.

20. Captions; Pronouns. The captions of the sections of this Agreement are for convenience only and have no meaning with respect to this Agreement or the rights or obligations of the parties hereto. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: "person", as used herein, includes an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; "Property" includes each portion of the Property and each estate and interest therein; "hereof", "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole; "Agreement" includes these presents as supplemented or amended from time to time by

written instrument(s) entered into by Seller and Purchaser; "Purchaser" includes Purchaser's successors and assigns; "Seller" includes Seller's successors and assigns; and "parties" means Purchaser and Seller. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of pronouns or nouns shall include the plural and vice versa.

21. Governing Law. The laws of the state where the Property is located shall govern this Agreement and all issues arising hereunder.

22. Assignment. Purchaser may at its option freely assign this Agreement to any entity controlled by, controlling or under common control with the named Purchaser or either member of the Purchaser, without the consent of Seller. Otherwise, Purchaser may not assign this Agreement or any rights or remedies of Purchaser hereunder without Seller's prior written consent. No assignment of this Agreement shall release Purchaser of its obligations hereunder.

23. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an originally executed counterpart shall not affect the validity of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Witness:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

County of Cumberland, Tennessee

By: \_\_\_\_\_  
Kenneth Carey, County Mayor

PURCHASER:

JPJG Properties LLC,  
a Tennessee limited liability company

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

Its: Manager

**Exhibit "A"**

Legal Description

## Exhibit "B"

### Escrow Agreement

Looney, Looney & Chadwell, PLLC, ("Escrowee"), agrees to hold in escrow pursuant to this Agreement, the sum of \$ 1,000.00, ("Deposit"), to be deposited by JPJG Properties LLC, a Tennessee limited liability company ("Purchaser") pursuant to a certain Agreement of Sale dated \_\_\_\_\_, 2016, ("Agreement"), among County of Cumberland, Tennessee, ("Seller"), the provisions of which (including, without limitation, the defined terms) are hereby incorporated herein by reference. The Deposit shall be paid to Seller by Escrowee at the time of Closing under the Agreement, or if Closing does not take place, distributed in accordance with the terms of the Agreement. Escrowee shall, immediately upon receipt of the Deposit, deposit same in an interest bearing, money market type escrow account with a federally insured bank or savings and loan association, in a non-interest bearing account.

Seller and Purchaser agree that Escrowee is an escrow holder only and is merely responsible for the safekeeping of the Deposit and shall not be required to determine questions of fact or law. If Escrowee shall receive notice of a dispute as to the disposition of the Deposit, then Escrowee shall not distribute the Deposit except in accordance with written instructions signed by both Purchaser and Seller. Pending resolution of any such dispute, Escrowee is authorized to pay the Deposit into court. If Escrowee pays the Deposit into court, it shall be discharged from all further obligations hereunder.

The laws of the state where the Property is located shall govern this Escrow Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Escrowee, Seller and Purchaser, for valuable consideration, each intending to be legally bound and to bind their respective successors and assigns, have caused this Escrow Agreement to be executed and delivered as of \_\_\_\_\_, 2016.

Witness:

\_\_\_\_\_

ESCROWEE:

Looney, Looney & Chadwell, PLLC

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

Name:

Title:

Witness:

\_\_\_\_\_

SELLER:

County of Cumberland, Tennessee

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

Kenneth Carey, County Mayor

Witness:

\_\_\_\_\_

PURCHASER:

JPJG Properties LLC  
a Tennessee limited liability company

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

Its: Manager