

RESOLUTION

No. 2009/01101

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of January, 2009.

RESOLUTION IN REF: APPROVAL OF APPOINTMENT/REAPPOINTMENT OF COUNTY AGRICULTURE EXTENSION COMMITTEE

WHEREAS, the County Commission approves the County Agricultural Extension Committee appointments/reappointments as per TN Code Annotated 49-50-104; and

WHEREAS, the committee must be made up of at least 3 commissioner, 2 farm men and 2 farm women; and

WHEREAS, two of the commission terms and one farm man and one farm-women term has expired and the Agriculture Extension office is asking for the following persons to be approved as committee members

Seat	Name	Term
Commissioner	Charles Thacker	January 1, 2009 - December 31, 2010
Commissioner	Bob Palmer	January 1, 2009 - December 31, 2010
Farm Woman	Teresa Tunnell	January 1, 2009 - December 31, 2010
Farm Man	Darrell Gilliam	January 1, 2009 - December 31, 2010

Other Committee members and term are as follows:

Commission	Virgil Mallet	January 1, 2008 - December 31, 2009
Farm Woman	Kay Caldwell	January 1, 2008 - December 31, 2009
Farm Man	Bill Davidson	January 1, 2008 - December 31, 2009

THEREFORE, BE IT RESOLVED that the aforementioned persons be approved as members of the County Agriculture Extension Committee for the said terms of office.

Introduced By Esq. Charlie Newton

Seconded By Esq. _____

Date Submitted 1-12-09

A. Carroll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION _____

January 2, 2009

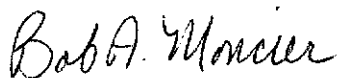
Mr. Crockett Lee
Hawkins County Mayor
150 Washington Street
Rogersville, TN 37857

Dear Mr. Lee:

I would like to recommend that Mr. Charles Thacker and Mr. Bob Palmer be placed on the Hawkins County Agriculture Committee as representatives from the Hawkins County Commission.

The term for Mr. Carmel Maddox and Mr. Dwight Carter has expired, and we need to replace these individuals on the Hawkins County Agriculture Committee. I have spoken with both Mr. Thacker and Mr. Palmer and both of them indicated that they would be willing to serve on the Hawkins County Agriculture Committee.

Sincerely,



Bob A. Moncier
Extension Director

BAM:dm

RESOLUTION

No. 2009 / 01 / 02

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of January, 2009.

RESOLUTION IN REF: APPOINTMENT OF ANDREW BRADLEY TO THE E-911 BOARD TO COMPLETE UNFINISHED TERM OF ROY CHARLES DUE TO RESIGNATION

WHEREAS, on June 26, 2008, Hawkins County Board of Commissioners approved the appointment of Roy Charles to serve on the E-911 Board for a one (1) year term ending June 30, 2009 and

WHEREAS, on October 22, 2008, Mr. Charles sent an e-mail to Mrs. Gaye Murrell, which I have attached to this resolution, stating with regrets his resignation from the board due to a conflict with his work schedule.

WHEREAS, I, Crockett Lee, County Mayor, am appointing Mr. Andrew Bradley to finish the term of Mr. Charles which ends on June 30, 2009.

THEREFORE BE IT RESOLVED THAT confirmation of the Board of Commissioner be given for the aforementioned appointment to the E-911 Board.

Introduced By Esq. Bob Palmer

Seconded By Esq. _____

Date Submitted 1-12-09

A. Canall Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Lee, Crockett

From: Rita Murrell [gnapier911@yahoo.com]
Sent: Wednesday, October 22, 2008 2:53 PM
To: Kevin Cassidy; Lee, Crockett
Subject: Fw: Resignation

--- On **Thu, 10/16/08, Roy Charles** <rcharles@samdongamerica.com> wrote:

From: Roy Charles <rcharles@samdongamerica.com>
Subject: Resignation
To: gnapier911@yahoo.com
Cc: pastorcharles@gmail.com
Date: Thursday, October 16, 2008, 11:01 AM

Due my working schedule at Sam Dong, (7:30 a.m. to 7:30 p.m.), I regret that I will have to resign from the 911 board. I apologize for any inconveniences created. Thanks for your support.

C. Roy Charles

RESOLUTION

No. 2009 / 01 / 03

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 26th day of January, 2009.

RESOLUTION IN REF: Authorization of issuance of capital outlay notes for the purchase of school buses in an aggregate principal amount not to exceed Seven Hundred Seventy-five Thousand Dollars (\$775,000) to be issued as per the attached resolution

WHEREAS, the Hawkins County Board of Education has approved the purchase of ten (10) large school buses and one (1) special education school bus, and

WHEREAS, the Board of Education has requested approval from County Commission of the issuance of capital outlay notes to fund such purchase.

NOW, THEREFORE, BE IT RESOLVED that this resolution be passed by County Commission to authorize funding for the above-mentioned purchase in an aggregate principal amount not to exceed Seven Hundred Seventy-five Thousand Dollars (\$775,000) as per the attached.

Introduced By Esq. Claude Parrott

Seconded By Esq. _____

Date Submitted 1-12-09

D. Carroll Jenkins
County Clerk

By: _____

Chairman *Crockett Lee*

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION _____

The Board of County Commissioners of Hawkins County, Tennessee, met in regular meeting on January 26, 2009, at 9:00 a.m. EST at the Hawkins County Courthouse in Rogersville, Tennessee, with Crockett Lee, County Mayor, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There was also present A. Carroll Jenkins, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____, and after due deliberation, was adopted by the following vote:

AYE:

NAY:

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SEVEN HUNDRED SEVENTY FIVE THOUSAND (\$775,000) INTEREST BEARING CAPITAL OUTLAY NOTES OF HAWKINS COUNTY, TENNESSEE, PROVIDING THE DETAILS THEREOF, AUTHORIZING THE SALE AND APPLICATION OF PROCEEDS THEREOF, AND PROVIDING FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, this Board of County Commissioners (the "Board") has determined that it is in the best interests of Hawkins County, Tennessee (the "County") and its citizens that the County issue not to exceed \$775,000 of interest bearing capital outlay notes for the purpose of financing the acquisition of school buses and for the purpose of paying the costs and expenses associated with the issuance of the Notes; and,

WHEREAS, the County is authorized by the Local Government Public Obligations Act of 1986, as amended (the "Act"), currently codified in Title 9, Chapter 21, *Tennessee Code Annotated*, and more particularly Parts 1, 4 and 6 thereof, after approval by the state director of local finance, to issue and sell interest-bearing capital outlay notes for all purposes for which the County's notes can be issued, including the aforesaid purposes; and,

WHEREAS, this Board now wishes to authorize and approve the issuance and sale of interest-bearing capital outlay notes of the County for such purposes, to provide the details of said notes and to levy and pledge taxes and otherwise make provision for the payment thereof, and to authorize, approve, ratify and confirm the execution and delivery of all documents, certificates and agreements and the taking of all action by officials of the County required or reasonably necessary with respect thereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Hawkins County, Tennessee, in regular session assembled as the county legislative body, as follows:

Section 1. Definitions. For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section shall have the meanings set forth below, and shall include the plural as well as the singular.

"Act" shall mean the Local Government Public Obligations Act of 1986, as amended, currently codified as Title 9, Chapter 21, *Tennessee Code Annotated*, and more particularly parts 1, 4, and 6 thereof.

"Bond Counsel" shall mean any nationally recognized attorney or firm having a favorable reputation with respect to matters involving the issuance of obligations of state and local governments and engaged by the County.

"Capital Outlay Notes" or "Notes" shall mean one or more of the Capital Outlay Notes (School Buses), Series 2009 authorized to be issued by the terms of this Resolution.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"County" shall mean Hawkins County, Tennessee.

"County Clerk" or "Clerk" shall mean, at any relevant time, the then incumbent County Clerk of the County or the successor to the powers of such office.

"County Mayor" shall mean, at any relevant time, the then incumbent County Mayor of the County or such other person succeeding to his or her powers regardless of by what title known.

"Financial Advisor" shall mean Morgan Keegan and Company, Inc., Knoxville, Tennessee.

"Governing Body" shall mean the Board of County Commissioners of the County, acting as the legislative body of the County, or such other council, board, commission or body, by whatever name known, which shall succeed to its power.

"Notes" shall mean the County's Capital Outlay Notes, Series 2009 authorized by this Resolution to be issued in an aggregate principal amount not to exceed \$775,000.

"Note Register" shall mean the books of the County kept by the Note Registrar to evidence the registration and transfer of the Notes.

"Note Registrar" shall mean the County Trustee or such bank in the State of Tennessee as shall hereafter be designated by the County Mayor or a successor designated as Note Registrar hereunder.

"Resolution" shall mean this Resolution as adopted by the Governing Body of the County.

"State" shall mean the State of Tennessee.

Section 2. Authority. The notes herein authorized shall be issued pursuant to the Act, particularly Sections 9-21-601 to 9-21-612, inclusive of *Tennessee Code Annotated*, as amended, and other applicable provisions of law.

Section 3. Authorization and Terms of Notes. There are hereby authorized to be issued capital outlay notes of the County, in one or more series, in an aggregate principal

amount not to exceed \$775,000 for the purpose of financing the acquisition of school buses and for the purpose of paying the costs and expenses associated with the issuance of the Notes.

Subject to adjustment as provided in Section 12 hereof, each Note shall be designated "Capital Outlay Notes (School Buses), Series 2009." The Notes shall be numbered consecutively from one upwards and shall be dated as of the date or dates of their respective delivery and sale or such other date(s) determined by the County Mayor. No Note issued pursuant to the authority hereof shall mature later than twelve years from and after its date, except upon the prior approval of the State Director of Local Finance and as provided by law. The Notes shall be payable as to principal serially or at one or more term maturities, as determined by the County Mayor, and as to interest semiannually on the first day of each June and December, commencing on the first such interest payment date after the date of sale of the respective Notes upon which such interest is payable. The Notes shall be issued in fully registered form and in minimum denominations of \$1,000 and integral multiples thereof or in such other minimum denominations as the County Mayor shall determine.

Section 4. Interest; Payment Provisions. The Notes shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, at such rate or rates as may be agreed upon by the County Mayor and the purchaser of the Notes, but not to exceed the statutory limit allowed by the laws of the State (computed upon the basis of a 360-day year of twelve 30-day months), being payable semi-annually on June 1 and December 1 of each year, commencing on the first such interest payment date after the date of sale of the respective Notes upon which such interest is payable, and continuing thereafter until the principal amount shall have been fully paid. Interest on each Note shall be paid by check or warrant of the County to the person in whose name such Note is registered at the close of business on the 15th day next preceding the interest payment date (the "Regular Record Date"). The principal of and premium (if any) on the Notes shall be payable in lawful money of the United States of America at the principal corporate trust office of the Note Registrar.

Any interest on any Note which is payable but is not punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner thereof on the relevant Regular Record Date and, in lieu thereof, shall be paid to the persons in whose names the Note is registered at the close of business on a Special Record Date to be established by the Note Registrar upon receipt from the County of the money for the payment of the same, in whole or in part. Such Special Record Date shall be fixed by the Note Registrar not less than ten (10) days after the receipt by the Note Registrar of the moneys for such payment and shall be a date which is not less than ten (10) nor more than fifteen (15) days prior to the date on which payment is to be made to the registered owners of the Notes. The Note Registrar shall, in the name and at the sole expense of the County, promptly cause notice of the proposed payment of such defaulted interest and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than ten (10) days prior to such Special Record Date, to the County and to each registered owner of the Notes at the address appearing in the Note Register as of the date of such notice. Nothing contained in this paragraph or in the Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result

of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Notes when due.

Section 5. Execution; Authentication. The Notes shall be executed on behalf of the County with the manual or facsimile signature of its County Mayor and attested with the manual or facsimile signature of its County Clerk and shall have impressed or imprinted thereon the corporate seal of the County or a facsimile thereof. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been fully executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Resolution. The certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder.

Section 6. Registration of Notes; Transfer; Persons Treated as Owners. The County shall cause books (the "Note Register") for the registration and for the transfer of the Notes as provided in this Resolution to be kept at the office of the Note Registrar, which is hereby constituted and appointed the registrar of the County. Upon surrender for transfer of any Note at the office of the Note Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar duly executed by, the registered owner or his attorney duly authorized in writing, the County shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same maturity or authorized denominations, for a like aggregate principal amount. Any fully registered Note or Notes may be exchanged at said office of the Note Registrar for a like aggregate principal amount of Note or Notes of the same maturity of other authorized denominations. The execution by the County of any fully registered Note shall constitute full and due authorization of such Note and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note. The Note Registrar shall not be required to transfer or exchange any Note during the period of fifteen days next preceding any interest payment date on such Note, nor to transfer or exchange any Note after notice calling such Note for redemption has been mailed nor during the period of fifteen days next preceding mailing of a notice of redemption of any Notes.

The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to

satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. No service charge shall be made for any transfer or exchange of Notes, but the County or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes except in the case of issuance of a Note or Notes for the unredeemed portion of a Note surrendered for redemption.

Section 7. Redemption. The Notes or specific maturities thereof shall be subject to redemption prior to maturity at any time, at the option of the County as a whole, or in part in integral multiples of \$1,000, and in any order of maturity selected by the County (less than all of the Notes of a single maturity to be selected by the Note Registrar) at a redemption price equal to the principal amount thereof and accrued interest to the date of redemption; provided, that with the consent of the original purchaser of any Note, the County Mayor may determine at the time of sale thereof that the Notes shall not be subject to redemption or may determine an alternative redemption date or dates other than that specified above.

The Notes shall be redeemed only in the principal amount of \$1,000 each and integral multiples thereof. The County shall, at least 45 days prior to the redemption date (unless a shorter notice shall be satisfactory to the Note Registrar) notify the Note Registrar of such redemption date and of the principal amount of Notes to be redeemed. For purposes of any redemption of less than all of the outstanding Notes of a single maturity, the particular Notes or portions of Notes to be redeemed shall be selected not more than 60 days prior to the redemption date by the Note Registrar from the outstanding Notes of the longest maturity then outstanding by such method as the Note Registrar shall deem fair and appropriate, and which may provide for the selection for redemption of Notes or portions of any Note in principal amounts of \$1,000 and integral multiples thereof. The Note Registrar shall promptly notify the County in writing of the Notes or portions of Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Notes to be redeemed, notice of the call for any such redemption shall be given by the Note Registrar on behalf of the County by mailing the redemption notice by first class mail at least thirty days and not more than sixty days prior to the date fixed for redemption to the registered owner of the Note or Notes to be redeemed at the address shown on the Note Registrar or at such other address as is furnished in writing by such registered owner to the Note Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed,

- (4) that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Note Registrar.

On or prior to any redemption date, the County shall deposit with the Note Registrar an amount of money sufficient to pay the redemption price of all the Notes or portions of Notes which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with said notice, such Notes shall be paid by the Note Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the registered owner a new Note or Notes of the same maturity in the amount of the unpaid principal. All Notes which have been redeemed shall not be reissued but rather shall, after the time provided by the Act be called and destroyed by the Note Registrar. Neither failure to mail any notice of redemption nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given.

Section 9. Form of Notes. The Notes, the certificate of authentication to be endorsed thereon and the form of assignment are all to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution:

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HAWKINS
CAPITAL OUTLAY NOTE
SERIES 2009**

Registered No. _____

Registered Amount: \$ _____

Dated Date

Rate of Interest

Maturity Date

CUSIP No.

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Hawkins County, Tennessee (the "County"), organized and existing under the laws of the State of Tennessee, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date hereinabove identified, the Principal Amount hereinabove identified and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such principal amount from the date of this Note or from the most recent interest payment date to which interest has been paid at the Rate of Interest per annum hereinabove set forth on June 1 and December 1 of each year commencing on the first such interest payment date after the sale of the respective Notes upon which such interest is payable until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable hereto.

Both principal of and premium (if any) on this Note are payable in lawful money of the United State of America at the County Trustee's office or at the principal corporate trust office of _____, Tennessee, as note registrar (the "Note Registrar") and as paying agent, if so designated. Payment of each installment of interest shall be made by the County to the registered owner hereof who shall appear on the registration books of the County maintained by the Note Registrar at the close of business on the 15th day next preceding the interest payment date (the "Regular Record Date") and shall be paid by check or draft of the County mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the Note Registrar. Interest payable on this Note which is not punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner hereof on the Regular Record Date and, in lieu thereof, shall be paid to the owner in whose name this Note is registered at the close of business on a Special Record Date established by the Note Registrar as provided in the resolution authorizing the issuance of this Note.

This Note is one of an issue of Notes aggregating the principal amount of not to exceed \$775,000 (the "Notes") issued under the authority of a resolution adopted by the Board of County Commissioners of the County on January 26, 2009 (the "Resolution") and in full compliance with the Constitution and Statutes of the State of Tennessee, including Sections 9-21-601 to 9-21-610, inclusive, *Tennessee Code Annotated*, for the purpose of financing the acquisition of land and buildings for the jail and the justice center and other equipment for the County, and for the purpose of paying the costs and expenses associated with the issuance of the Notes.

Notes of the issue of which this Note is one are subject to redemption prior to maturity at any time at the option of the County as a whole, or in part in integral multiples of \$1,000 in any order to be selected by the Note Registrar in such manner as it shall deem fair and appropriate) at the principal amount thereof and accrued interest to the date of redemption.

Notice of any such redemption shall be sent by first class mail not less than thirty days nor more than sixty days prior to the date fixed for redemption to the registered owner of each Note to be redeemed (in whole or in part) at the address shown on the registration books of the

County maintained by the Note Registrar or at such other address as is furnished in writing by such registered owner to the Note Registrar. When so called for redemption, this Note, or the portion thereof being so called for redemption, will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Note is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Notes are issued in fully registered form in minimum denominations of \$1,000 each and in \$1,000 multiples thereof. This Note may be exchanged at the office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity of other authorized denominations, upon the terms set forth in the Resolution.

The County and the Note Registrar may deem and treat the registered owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The full faith, credit and resources of the County are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due and for the levy and collection of sufficient ad valorem taxes required by law to be levied on all taxable property within the territorial limits of the County to the extent necessary funds therefor are not available from other sources. To the extent that moneys are actually on hand for the payment of principal of and interest on the Notes, the ad valorem taxes hereinabove provided for may be reduced.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Note have been done, have existed, have happened and have been performed in regular form and manner as required by the Constitution and Statutes of the State of Tennessee; that this Note, together with all other indebtedness of the County, does not exceed any limitation prescribed by law; and that provision has been made for the levy and collection of a direct annual tax, in addition to all other taxes, on all taxable property in the County sufficient to pay the interest hereon as the same falls due and for the payment of the principal hereof at maturity.

This Note and the income therefrom are exempt from all state, county and municipal taxation in the State of Tennessee except inheritance, transfer and estate taxes, and except as otherwise provided in said code.

No recourse shall be had for the payment of this Note or the premium, if any, and interest thereon or for any claim based thereon or arising under the Resolution against any member of the Board of County Commissioners of Hawkins County or any officer or official of Hawkins County in his or her individual capacity.

The covenants, agreements and pledges entered into, created or imposed pursuant to the Resolution and this Note may be fully discharged and satisfied with respect to this Note (a) by payment of this Note when the same shall become due and payable, (b) by depositing with the Note Registrar at or before the date of maturity or redemption of this Note, money in the amount necessary to pay or redeem this Note, as appropriate, (c) by depositing in escrow with a bank or trust company at or before the date of maturity or redemption (as appropriate) of this Note, money and/or securities lawfully permitted for such purpose in an amount sufficient, including any income or increment to accrue thereon to the date or dates of maturity of such securities (or, if such securities are subject to redemption prior to maturity otherwise than at the option of the holder thereof, to the earliest date or dates on which such securities are subject to redemption), but without necessity of any reinvestment, to pay or redeem this Note in accordance with its terms, or (d) by delivering such Note to the Note Registrar for cancellation. Upon such payment, deposit or delivery, this Note shall no longer be deemed outstanding for purposes of the Resolution and all liability of the County with respect thereto shall cease, determine and be completely discharged, and the owner of this Note shall be entitled only to payment out of the money or securities so deposited. No deposit pursuant to clause (c) above shall preclude or impair the right of the County to call all or any portion of the Notes of the issue of which this Note is one for redemption in accordance with provisions hereinabove and in the Resolution applicable to optional redemptions.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Note Registrar.

IN WITNESS WHEREOF Hawkins County, Tennessee, by its Board of County Commissioners, has caused this Note to be executed with the duly authorized manual or facsimile signature of its County Mayor and attested by the duly authorized manual or facsimile signature of its County Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, as of the _____ of _____, 2009.

—

County Mayor

[SEAL]

Attest:

County Clerk

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a Medallion Program acceptable to the Note Registrar.

[End of form of Note.]

Section 10. Levy of Taxes. Levy of Tax; Pledge of Faith and Credit. This Governing Body of the County does hereby pledge itself to levy in each year in which any of the Notes are outstanding and unpaid a tax in addition to all other taxes authorized by law on all taxable property in the County fully sufficient to pay promptly the principal of and interest on the Notes as such principal and interest become due. The full faith, credit and resources of the County are hereby pledged for the payment of the principal of and interest on the Notes and for the levy and collection of sufficient ad valorem taxes for that purpose.

Principal and interest becoming due at any time when there shall be insufficient funds on hand from such tax or tax levy shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. To the extent that moneys are actually on hand from other available sources for the payment of principal and interest on the Notes, the ad valorem taxes hereinabove provided for may be reduced.

All such taxes levied and collected shall be deposited in the Note Fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 11. Approval by State Director of Local Finance. None of the Notes authorized hereunder shall be issued and sold unless they shall first have been approved by the State Director of Local Finance.

Section 12. Sale of Notes.

(a) *Generally.* The Notes shall be offered for sale as permitted by law either at a negotiated sale or at a competitive public sale, as a whole or in part, in one or more series, at the time or from time to time as may be determined by the County Mayor, at not less than ninety-

nine percent (99%) of par, or such greater percentage as may be determined by the County Mayor, plus accrued interest. In connection with the sale of the Notes, the County Mayor shall establish a date of sale which date may, in the sole discretion of the County Mayor, be postponed from time to time upon notice given not less than one hours prior to the time originally established for receipt of bids, such notice of postponement to be communicated through the Bloomberg News Wire or by such other means as is determined by the County Mayor to be reasonably calculated to inform interested potential bidders. If such a postponement occurs, then the County Mayor is hereby authorized to establish a new sale date to be held on the date and at the hour and place specified by the County Mayor and communicated, not less than forty-eight hours prior to the new date and time of sale, through the Bloomberg News Wire or by such other means as is determined by the County Mayor to be reasonably calculated to inform interested potential bidders of such information.

(b) *Bids or Proposals for Term Notes.* In connection with the sale of the Notes, the County Mayor may authorize bidders or proposers to designate two or more consecutive serial maturities to be combined into one or more term maturities (each hereinafter referred to as a "Term Note") provided that each Term Note so designated shall be subject to mandatory sinking fund redemptions (i) in the amounts and on the dates of the serial maturities combined to establish such Term Note and (ii) at redemption prices equal to one hundred percent (100%) of the principal amount so redeemed, together with accrued interest to the date of redemption.

(c) *Sale of Less Than Authorized Amount; Adjustments.* The County Mayor is authorized to sell less than all the Notes authorized herein and effect a corresponding adjustment in the maturity schedule set forth herein, including the elimination of one or more maturities. The County Mayor, working with the County's Financial Advisor is authorized (i) to adjust the amounts and dates of the serial maturities of the Notes herein authorized provided that no Note shall mature later than twelve years from the date of issuance as herein authorized, (ii) to change the dated date of the Notes to a date other than the dated date herein authorized in order to facilitate the sale and delivery of the Notes, and (iii) in connection with such change of dated date or adjustment of maturities, to adjust principal and interest payment dates, redemption dates and the series designation. If the Notes are sold in more than one emission, the County Mayor is authorized to date the emissions on the same date or on separate dates, adjust the maturity schedule to provide for the payment of the series of notes of each emission on the same dates or on separate dates corresponding to the dated dates, adjust the redemption schedules to correspond to the payment dates, and make such other adjustments as he or she shall deem necessary to market each emission, provided the total amount of Notes does not exceed the amount authorized in Section 3 hereof, the redemption dates are not extended beyond the number of calendar years from the dated date as set forth in Section 7 hereof and no maturity of any Note is extended beyond the year of last maturity date specified in Section 3 hereof.

(d) *Note Insurance.* In connection with the sale of the Notes, the County Mayor, working with the County's Financial Advisor, is authorized to obtain, and to pay for from proceeds of the Notes, note insurance on all or a portion of the Notes; provided, however, such note insurance shall be obtained only if the County Mayor determines, based on the advice of the

County's Financial Advisor, that either (i) such insurance is necessary to sell the Notes, or a portion thereof, or (ii) the present value of the projected savings in interest costs to the County as a result of obtaining such note insurance exceeds the premium cost to the County for such note insurance.

(e) *Award and Delivery.* The County Mayor is authorized to award the Notes to the purchaser (or if the Notes are sold in separate series or emissions, the purchasers) whose bid results in the lowest true interest cost to the County, provided the rate on none of the Notes exceeds the maximum rate per annum specified herein or such lesser rate as shall be determined by the County Mayor. The award of the Notes by the County Mayor to the lowest bidder shall be binding on the County, and no further action by the Governing Body with respect thereto shall be required. The County Mayor and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Note Registrar to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they or Bond Counsel shall deem necessary in connection with the sale and delivery of the Notes. Following each sale of the Notes, there shall be recorded in the minutes of the Governing Body a certificate by the County Mayor evidencing the bids received and the award of the Notes to the bidder whose bid results in the lowest interest cost to the County. The County Mayor, the County Clerk and the County's Financial Advisor are authorized to execute on behalf of the County all forms and documents required to be filed with the State Director of Local Finance relating to the Notes.

(f) *Sale With Other Authorized Obligations.* The County Mayor is hereby authorized (i) to sell the Notes, or any series or emission thereof, contemporaneously with any other series or emission of the Notes or with the sale of other general obligations of the County heretofore or hereafter authorized but not issued, and, in connection with such sale to combine this Note issue into a single series of notes with any other such authorized issue of general obligations for purposes of such sale, the payments of principal of and interest on, and the redemption of the Notes and such other authorized issue of general obligations; and (ii) in connection with such contemporaneous or combined sale, to exercise all powers and do all things authorized by the Act or this Resolution (including but not limited to those things specified in subsections (a) through (d) of this Section) which are, in his or her judgment necessary or reasonable for the lawful, orderly and fiscally responsible sale of the Notes at the most favorable price and upon the most favorable terms reasonably available; provided, however, proceeds of the Notes and of any other obligations sold on a contemporaneous or combined basis with the Notes herein authorized shall be segregated, deposited and applied as provided in the resolution authorizing the same and neither the County Mayor nor any other official or employee of the County shall expend or authorize the expenditure of proceeds of the Notes or any obligations sold on a contemporaneous or combined basis with the Notes for any purposes other than those specified in the resolution(s) respectively authorizing such obligations.

Section 13. Funds and Accounts Created; Use of Note Proceeds.

(a) *Funds and Accounts Created.* The following funds are hereby created with respect to the Notes and the application of the proceeds of the Notes and the County Trustee is

hereby authorized and directed to establish such funds and accounts and to apply proceeds of the Notes in such funds and accounts as herein provided:

(i) Note Fund. There is hereby created a special fund to be designated as the "Capital Outlay Note Fund" and denominated by the series designation of the Notes (hereinafter, the "Note Fund"). Moneys deposited in the Note Fund shall be used for the payment of the principal of and interest on the Notes; provided, however, the County may withdraw moneys therefrom to the extent the same are not required for such payments during the twelve (12) calendar months next succeeding such withdrawal.

(b) *Use of Note Proceeds*. Proceeds of the sale of the Notes shall be applied by the County as follows:

- (i) accrued interest received as a part of the purchase price shall be deposited to the Note Fund and used to pay interest on the Notes on the first date following delivery of the Notes upon which such interest is payable;
- (ii) an amount which, together with other legally available funds of the County, if any, is sufficient therefor shall be applied to pay costs associated with the issuance, sale and delivery of the Notes, including, but not limited to, reasonably necessary legal, accounting, financial advisory, fiscal agent, Note Registrar, and rating agency fees, Note insurance premiums, and costs and expenses for printing, engraving, advertising, mailing, copying and other miscellaneous expenses incurred in connection with the issuance and sale of the Notes;
- (iii) the remainder of the proceeds shall be deposited to a special fund designated the "Capital Outlay Notes, Series 2009 Project Fund" and used solely for the purposes for which the Notes were authorized; provided, however, that in the event prior bond anticipation or capital outlay notes of the County shall have been legally issued, in whole or in part, for the same purposes as the Notes or in anticipation of the proceeds of any portion of the Notes or County funds have been heretofore expended for such purposes, the principal proceeds of the Notes in an amount not exceeding the principal amount of said Notes then outstanding may be used to retire all or a portion of such principal amount of said notes or to reimburse the County for such expenditures.

Section 14. No Arbitrage; Tax Exemption Certificate and Agreement; Notes to Remain in Registered Form. The County recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price which reflects, the understanding that interest thereon is excludable from federal gross income for purposes of federal income taxation of the owners thereof under laws in force at the time the Notes shall have been

delivered. In this connection the County agrees that it shall take no action and shall not fail to take any action, in either case where the result thereof may render the interest on any of the Notes includible in federal gross income for purposes of federal income taxation of the owners thereof and that the principal proceeds of the sale of the Notes shall be devoted to and used with due diligence for the purposes for which the Notes are hereby authorized to be issued. The County agrees that, to the extent possible under state law, it will comply with whatever federal law is now in effect or which shall be adopted in the future which applies to the Notes and affects the tax-exempt status of the Notes.

The County Mayor, the County Trustee, and the County Clerk of the County, or any of them, are hereby authorized to execute on behalf of the County a Tax Compliance Certificate and Agreement to assure the purchasers and owners of the Notes that the proceeds of the Notes will not be used in a manner which would or might result in the Notes being "private activity bonds" under Section 141 of the Code or "arbitrage bonds" under Section 148 of the Code, or the regulations of the United States Treasury Department currently in effect or proposed. Such Tax Compliance Certificate and Agreement shall constitute a representation, certification and agreement of the County and no investment or use of Note proceeds or of monies accumulated to pay the Notes herein authorized shall be made in violation of the expectations and covenants prescribed by said Tax Compliance Certificate and Agreement. Such Tax Compliance Certificate and Agreement shall constitute an agreement of the County to follow certain covenants which may require the County to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Compliance Certificate and Agreement.

The County further recognizes that Section 149(a) of the Code requires the Notes to be issued and to remain in fully registered form in order that interest thereon is excludable from federal gross income of the owners thereof under laws in force at the time the Notes are delivered. In this connection, the County agrees that it will not take any action to permit the Notes to be issued in, or converted into, bearer or coupon form.

Section 15. Official Statement. The County Mayor, in consultation with the County's Financial Advisor, is hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Notes. After bids have been received and the Notes have been awarded, the County Mayor, in consultation with the County's Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor shall arrange for the delivery to the successful bidder on the Notes of a reasonable number of copies of the Official Statement within seven (7) business days after the Notes have been awarded for delivery, for distribution by the successful bidder on the Notes to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of its bidding group initially sell the Notes.

The County Mayor is authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County, except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 16. Secondary Market Disclosure. The County Mayor, with the advice of the County's Financial Advisor, is authorized to deliver certifications and to enter into contractual commitments pursuant to which the County will, for so long as the Notes remain outstanding, provide or cause to be provided continuing disclosure with respect to the financial condition of the County and material events with respect to the Notes or the financial condition of the County in compliance with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 17. Duties of Note Registrar. The Note Registrar shall be the County Trustee or such financial institution as is selected by the County Mayor. If requested by the Note Registrar, the County Mayor is authorized to execute and the County Clerk of the County is authorized to attest the Note Registrar's standard form of agreement between the County and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder which shall include the following:

- (a) to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to give notice of redemption of Notes as provided herein;
- (c) to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (d) to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed; and
- (e) to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes or such other information in lieu thereof as is acceptable to the County Mayor.

Section 18. Defeasance, Discharge and Satisfaction. The covenants, agreements and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes, or any of them, in any one or more of the following ways:

- (a) by paying such Notes when the same shall become due and payable;
- (b) by depositing with the Note Registrar at or before the date of maturity or redemption of such Notes, money in the amount necessary to pay or redeem such Notes;
- (c) by depositing in escrow with a bank or trust company located in the State, at or before the date of maturity or redemption (as appropriate) of the Notes, money and/or securities in an amount sufficient, including any income or increment to accrue thereon to the date or dates of maturity thereof (or, if such securities are subject to redemption prior to maturity otherwise than at the option of the holder thereof, to the earliest date or dates on which such securities are subject to redemption), but without the necessity of any reinvestment, to pay or redeem such Notes, in accordance with their terms; or
- (d) by delivering such Notes to the Note Registrar for cancellation.

Upon such payment, deposit or delivery above provided, such Notes shall no longer be deemed outstanding for purposes of this Resolution and all liability of the County with respect to such Notes shall cease, determine and be completely discharged, and the owners thereof shall be entitled only to payment out of the money or Securities so deposited. Moneys and/or Securities deposited in escrow and moneys deposited with the Note Registrar pursuant to this Section, and investment earnings or increment thereon, shall be held in trust for the payment of the principal of, premium, if any, and interest on such Notes and shall not be withdrawn or used for any other purpose until such Notes are fully paid at their respective maturities or upon their earlier redemption, and thereafter, any amounts remaining shall be paid over to the County. No deposit pursuant to clause (c) above shall preclude or impair the right of the County to call all or any portion of the Notes for redemption in accordance with provisions hereinabove and in the Resolution applicable to optional redemptions.

Section 19. Resolution a Contract; Amendments. The provisions of this Resolution shall constitute a contract between the County and the Registered Owners from time to time of the Notes. After the issuance of the Notes, no amendment shall be made to the provisions of this Resolution until the principal of, premium if any, and interest on the Notes shall have been fully paid, except such amendments as (i) are approved by Bond Counsel and which are not to the prejudice of the Registered Owners of the Notes or (ii) are consented to in writing by one hundred percent (100%) of the Registered Owners of the Notes within a period of one (1) year next preceding the effective date of such amendment. For purposes of the immediately preceding clause (ii), any such consent by a Registered Owner of the Notes shall be irrevocable and shall be binding upon the heirs, administrators, executors, successors, assigns and transferees of such Registered Owner.

Section 20. No Recourse on Notes. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Notes or for any claim based thereon or under

this Resolution against any member or officer of the Commission of Hawkins County or against any officer or official of Hawkins County in his or her individual capacity.

Section 21. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason or under any circumstances, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution or the validity or enforceability of such section, paragraph or provision under differing circumstances, and toward that end the provisions of this Resolution are hereby declared severable.

Section 22. Repeal. All ordinances and resolutions in conflict herewith are hereby repealed to the extent of such conflict, and this Resolution shall take effect from and after its passage, the public welfare requiring it.

Section 23. Qualified Tax-Exempt Obligations; Exemption from Arbitrage Rebate. The County Mayor is hereby authorized, to the extent he or she may lawfully so do, to designate the Notes or any portion thereof as Aqualified tax-exempt obligations@ pursuant to Section 265 of the Code. To the extent that the amount of Notes authorized to be sold pursuant hereto may exceed the limitations of said Section 265 of the Code for the purposes of such designation, the County Mayor is authorized, in his or her discretion, to sell said Notes in two or more emissions in different calendar years so that the aggregate principal amount of Notes sold in any calendar year does not exceed such limitations.

Additionally, to the extent the Notes may be sold at times and in amounts so as to be exempt from rebate of arbitrage earnings under Section 148(f) of the Code, the County Mayor is authorized, in his or her discretion, to issue the Notes in two or more emissions in different calendar years so as to qualify for such exemption.

[The remainder of this page is intentionally left blank.]

Adopted and approved this 26th day of January 2009.

/s/ Crockett Lee
County Mayor

[Seal]

Attest:

/s/ A. Carroll Jenkins
County Clerk

CERTIFICATE OF COUNTY CLERK

I, A. Carroll Jenkins, certify that I am the duly qualified and acting County Clerk of Hawkins County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on January 26, 2009; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$1,000,000 indebtedness of the County.

WITNESS my official signature and seal of said County on this the ___th day of _____
2009.

County Clerk

(SEAL)

RESOLUTION

No. 2009 / 01 / 04

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of January, 2009.

RESOLUTION IN REF: APPROVAL OF A BOAT RAMP LEASE AGREEMENT ON MELINDA FERRY ROAD FOR AN ANNUAL FEE OF \$1,000 PER YEAR FOR 10 YEARS WITH AN ADDITIONAL 10 YEAR RENEWAL.

WHEREAS, Hawkins County has had a lease agreement for the Boat Ramp at Melinda Ferry with the Mallory family for the past several years which expired on December 31, 2008. The original agreement had an additional ten (10) year renewal option in it; and

WHEREAS, it is the desire of Hawkins County and the Mallory family to renew the agreement for another 10 year period for the sum of \$1,000.00 dollars per year with the option for an addition ten (10) years for a sum of \$1,200.00 per year. (Both the expired agreement and the new agreement is attached.)

THEREFORE BE IT RESOLVED THAT approval be given to enter into an agreement with the Mallory family for the lease of the Boat Ramp at Melinda Ferry for a ten (10) year period beginning January 1, 2009 and ending December 31, 2018 for the sum of \$1,000 per year for the first agreement term with an additional ten (10) years with and increase to \$1,200.00 per year for the second ten (10) year option. All payment will be made according to said agreement.

Introduced By Esq. Claude Parrott, Chrmn Budget Comm

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 1-12-09

Voice Vote _____

A. Canoll Jenkins
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman Crockett Lee

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009 by and between FRED OTIS MALLORY, JR. and EARSEY EDWARD MALLORY, hereinafter referred to as "Lessors", and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as "Lessee" is as follows:

WITNESSETH: Lessors are the owners of agricultural rights in the following described premises and in and for the consideration as hereinafter set out, Lessors do hereby rent and lease unto Lessee the agricultural rights held by Lessors in the following described property, to-wit:

SITUATE in the First Civil District of Hawkins County, Tennessee and BEGINNING at an iron pin in the eastern margin of Melinda Ferry Road, corner to T.V.A. severance line, and running thence generally in a northerly direction along said margin of Melinda Ferry Road, the following calls: N. 16 ° 00' E., 135.64 feet to an iron pin; N. 20° 11' E., 87.29 feet to an iron pin; N. 29° 02' E., 95.98 feet to an iron pin; N. 38° 12' E., 95.13 feet to an iron pin; N. 49 ° 44' E., 144.43 feet to an iron pin; N. 61° 12' E., 95.79 feet to an iron pin; N. 68° 45' E., 51.12 feet to an iron pin; N. 70° 52' E., 138.00 feet to an iron pin; running thence southerly two calls along the 1075 contour line S. 22° 37' E. 167.76 feet to an iron pin; S. 16° 38' E., 74.91 feet to an iron pin; thence southwesterly S. 31° 18' W., 26.17 feet to an iron pin; S. 55° 47' W., 180.42 feet to an iron pin; S. 54° 45' W., 127.36 feet to an iron pin; thence westerly S. 87° 35' W., 292.72 feet to an iron pin; thence southeasterly S. 60° 48' E. 195.77 feet to an iron pin; thence generally in a southerly direction with 1075 contour line S. 31° 49' W., 101.53 feet to an iron pin and S. 48° 59' W., 93.46 feet to an iron pin, corner for T.V.A. severance line; thence northwesterly N. 48° 26' W., 158.53 feet to an iron pin, point of BEGINNING, and containing 4.19 acres, more or less, and being a portion of the same premises conveyed to Otis Mallory and wife, Lillie Mallory by deed of Lillie West, dated September 3, 1971 and recorded in Deed Book 187, Page 269, in the Register's Office for Hawkins County, Tennessee, and being the same property conveyed to the Lessors by Last Will and Testament of Fred Otis Mallory, Sr. admitted to Probate in the Chancery Court for Hawkins County Tennessee on February 17, 2005 in Probate Record Book 28, Page 675, to all of which reference is hereby expressly made.

The effective date of this Lease shall be retroactive to December 1, 2008, and the rental consideration for same shall be One Thousand Dollars (\$1,000.00) per year for a period of ten (10)

years from December 1, 2008, and as agreed upon in Lease Agreement dated December 28, 1998, said rental consideration to be due and payable in advance of each year with first payment to be made on or about February 1, 2009 for the period December 1, 2008 through November 30, 2009, and each succeeding annual payment on December 1 in advance of each and every succeeding year of this Lease.

Lessee shall have the option to renew at the end of said original ten (10) year period, said Lease for an additional ten (10) year period for the rental amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per year payable in advance on December 1 of each and every year for which said additional ten (10) year renewal is made. Lessee may exercise this option to renew same in writing by notice to Lessor on or before the expiration date of the original ten (10) year lease period.

Lessor or their successors agree to provide current mailing address(es) to Lessee at all times.

This Lease is for the purpose of a lake access area for sportsmen, hunters, fishermen, and recreational use by the public in general and, to the extent allowed by law, will be under the supervision of the Tennessee Wildlife Resource Agency.

Lessor covenants that they are owners of the agricultural rights in the above described premises, that they have good, clear and free title to same and will forever warrant and defend the title against any and all persons whatsoever and that Lessee will have peaceful use, enjoyment and possession of said premises pursuant to this Lease.

The parties hereto shall not assign this Lease or sublet this Lease without the written consent of one another and said consent will not be unreasonably withheld.

This Lease shall be valid and binding on Lessors and Lessee, their heirs, devisees, assigns, administrators and successors in accordance with the terms as set out therein.

Lessee agrees that it will not allow any activities on the leased premises which are unlawful or illegal and will enforce the laws of the State of Tennessee against any violators within its ability

to do so. Lessee executes this instrument pursuant to action and Resolution of the Hawkins County Legislative Body.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this the _____ day of _____, 2009.

LESSORS:

Fred Otis Mallory, Jr.

Earsey Edward Mallory

LESSEE:

HAWKINS COUNTY TENNESSEE

By: _____
Crockett Lee, County Mayor

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named bargainor, **Fred Otis Mallory, Jr.**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this _____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named bargainor, **Earsey Edward Mallory**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this _____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **Crockett Lee**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be **County Mayor of Hawkins County, Tennessee**, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee by himself as County Mayor.

WITNESS my hand and official seal at office, this _____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires:

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of December, 1998, by and between OTIS MALLORY and wife, LILLIE MALLORY, hereinafter referred to as "Lessors", and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as "Lessee" is as follows:

WITNESSETH: Lessors are the owners of agricultural rights in the following described premises and in and for the consideration as hereinafter set out, Lessors do hereby rent and lease unto Lessee the agricultural rights held by Lessors in the following described property, to-wit:

SITUATE in the First Civil District of Hawkins County, Tennessee and BEGINNING at an iron pin in the eastern margin of Melinda Ferry Road, corner to T.V.A. severance line, and running thence generally in a northerly direction along said margin of Melinda Ferry Road, the following calls: N 16 00 E 135.64 feet to an iron pin; N 20 11 E 87.29 feet to an iron pin; N 29 02 E 95.98 feet to an iron pin; N 38 12 E 95.13 feet to an iron pin; N 49 44 E 144.43 feet to an iron pin; N 61 12 E 95.79 feet to an iron pin; N 68 45 E 51.12 feet to an iron pin; N 70 52 E 138.00 feet to an iron pin; running thence southerly two calls along the 1075 contour line S 22 37 E 167.76 feet to an iron pin; S 16 38 E 74.91 feet to an iron pin; thence southwesterly S 31 18 W 26.17 feet to an iron pin; S 55 47 W 180.42 feet to an iron pin; S 54 45 W 127.36 feet to an iron pin; thence westerly S 87 35 W 292.72 feet to an iron pin; thence southeasterly S 60 48 E 195.77 feet to an iron pin; thence generally in a southerly direction with 1075 contour line S 31 49 W 101.53 feet to an iron pin and S 48 59 W 93.46 feet to an iron pin, corner for T.V.A. severance line; thence northwesterly N 48 26 W 158.53 feet to an iron pin, point of BEGINNING, and containing 4.19 acres, more or less, and being a portion of the same premises conveyed Otis Mallory and wife, Lillie Mallory by deed of Lillie West, dated September 3, 1971 and recorded in Deed Book 187, page 269 in the Register's Office for Hawkins County, Tennessee.

The effective date of this Lease shall be December 1, 1998, and the rental consideration for same shall be \$750.00 per year for a period of ten (10) years from date, due and payable in advance of each year with first payment to be made on or about December 29, 1998, and each succeeding annual payment on December 1 in advance of each and every succeeding year of this Lease.

Lessee shall have the option to renew at the end of said original ten (10) year period said Lease for an additional ten (10)

year period for the rental amount of \$1,000.00 per year payable in advance on December 1 of each and every year for which said additional ten (10) year renewal is made. Lessee may exercise this option to renew same in writing by notice to Lessor on or before the expiration date of the original ten (10) year lease period.

Lessors or their successors agree to provide current mailing address(es) to Lessee at all times.

This Lease is for the purpose of a lake access area for sportsmen, hunters, fishermen, and recreational use by the public in general and, to the extent allowed by law, will be under the supervision of the Tennessee Wildlife Resource Agency.

Lessors covenant that they are owners of the agricultural rights in the above described premises, that they have good, clear and free title to same and will forever warrant and defend the title against any and all persons whatsoever and that Lessee will have peaceful use, enjoyment and possession of said premises pursuant to this Lease.

The parties hereto shall not assign this Lease or sublet this Lease without the written consent of one another and said consent will not be unreasonably withheld.

This Lease shall be valid and binding on Lessors and Lessee their heirs, devisees, assigns, administrators and successors in accordance with the terms as set out therein.

Lessee agrees that it will not allow any activities on the leased premises which are unlawful or illegal and will enforce the laws of the State of Tennessee against any violators within its ability to do so.

Lessee executes this instrument pursuant to action and Resolution of the Hawkins County Legislative Body.

IN WITNESS WHEREOF, the parties hereto have executed this lease this the 29 day of December, 1998

Lessors:

Otis Mallory Sr.
OTIS MALLORY

Lillie Mallory
LILLIE MALLORY

Lessee:

Heiskell H. Winstead

HAWKINS COUNTY, TENNESSEE

By: HEISKELL H. WINSTEAD, COUNTY EXECUTIVE

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, the undersigned Notary Public in and for said county, the within named bargainor, OTIS MALLORY and wife, LILLIE MALLORY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this 30th day of December, 1998.

Carolyn S. Stapleton
Notary Public

My Commission Expires:
2-6-99

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared HEISKELL H. WINSTEAD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Executive of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Executive, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of HAWKINS COUNTY, TENNESSEE, by himself as County Executive.

WITNESS my hand and official seal at office, this 30th day of December, 1998.

Heiskell H. Winstead
Notary Public

My Commission Expires:
October 1, 2001

RESOLUTION

No. 2009 / 01 / 05

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of January , 2009.

**RESOLUTION IN REF: WAIVER, RELEASE AND DISCHARGE OF REVERSIONARY RIGHT
WELLMONT HCMH PROPERTY**

WHEREAS, in 1995 Hawkins County, Tennessee did quitclaim unto Hawkins County Memorial Hospital the hospital campus thereof constituting 9,849 acres per Quitclaim Deed recorded in Deed Book 376, page 165, Register's Office for Hawkins County, Tennessee (attached to this Resolution). This deed has a reversionary right whereby the property in question would revert back to Hawkins County, Tennessee in the event other premises were sold or no longer used for a hospital.

Subsequent to this time HCMH leased the premises to Wellmont. Wellmont has constructed a medical office building on a portion of the above acreage constituting 1.735 acres, more or less, and is selling its interest in said medical office building and then entering into a sublease and is also securing financing on the aforesaid 1.735 acres (description attached to this Resolution). Wellmont has further requested that the reversionary rights be waived or terminated as to the sale of the 1.75 acres.

WHEREAS, Hawkins County, Tennessee has determined that it is in its best interest to terminate its right of reversion with respect to the 1.735 acres only but retaining the reversion as to the remaining acreage which includes the hospital and surrounding grounds.

THEREFORE, BE IT RESOLVED THAT:

1. Hawkins County, Tennessee does hereby waive, release and discharge its right of reversion with respect to the premises attached to this Resolution constituting 1.735 acres, but specifically retains its right of reversion as to the remaining premises described in Deed Book 376, page 165, Register' Office for Hawkins County, Tennessee.
2. The County Mayor be and hereby is authorized to execute any and all necessary documents in accordance with this Resolution.

This Resolution has been approved and adopted by the Hawkins County Public Buildings Committee.

Introduced By Esq. Claude Parrott, Chairman

Seconded By Esq. _____

Date Submitted 1-12-09

A. Canoll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

TO THE HONORABLE W. CROCKETT LEE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 26TH DAY OF JANUARY, 2009.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
ELECTION COMMISSION					
Increase			Increase		
51500-189	Other Salaries & Wages	12,000.00	1,700.00		13,700.00
51500-193	Election Workers	70,000.00	4,000.00		74,000.00
Decrease				Decrease	
51500-332	Legal Notices	13,000.00		(4,000.00)	9,000.00
51500-348	Postal Charges	3,000.00		(1,700.00)	1,300.00
Sub-total		\$ 98,000.00	\$ 5,700.00	\$ (5,700.00)	\$ 98,000.00
This budget amendment is needed to make sufficient appropriations for extra workers needed for Early Voting, Election Day, and Certification due to heavy voter turnout. These increases will be funded by transfers within the Election Commission budget.					
SHERIFF'S DEPARTMENT					
Increase Expenditures			Increase		
54110-716	Law Enforcement Equipment	0.00	5,000.00		5,000.00
54110-709	Data Processing Equipment	0.00	2,652.00		2,652.00
Decrease Reserves				Decrease	
34168	Reserved for Automation - Sheriff's Dept.	21,365.00		(2,652.00)	18,713.00
Sub-total Expenditures & Reserves		\$ 21,365.00	\$ 7,652.00	\$ (2,652.00)	\$ 26,365.00
Increase Revenues					
47250	Law Enforcement Grants	0.00	5,000.00		5,000.00
Sub-total Revenues		\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 5,000.00
(See next page for explanations)					
		Current Budget	Increase	Decrease	Amended Budget
Page Totals- Expenditures & Reserves		\$ 119,365.00	\$ 13,352.00	\$ (8,352.00)	\$ 124,365.00
Page Totals- Revenues		\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 5,000.00

INTRODUCED BY: Claude Parrott, Chrmn. Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: AYE _____ NAY _____

DATE SUBMITTED 1-12-09

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____

DISAPPROVED _____

CHAIRMAN: _____

W. Crockett Lee
W. CROCKETT LEE

Account Number	Description	Current Budget			Amended Budget
	SHERIFF'S DEPARTMENT (cont.)				
	Increase Expenditures		Increase		
	The increases in Law Enforcement Equipment and Law Enforcement Grants are needed to budget a grant for the Sheriff's Department in expenditures and revenue. This grant is funded through the Governor's Highway Safety program and will be used to purchase equipment for the department.				
	The increase in Data Processing Equipment is needed to purchase data processing equipment for the Department. Funding will come from fees collected and reserved in an account designated for the Sheriff's Department for such purchases.				
	ADMINISTRATION OF THE SEXUAL OFFENDER REGISTRY				
	Increase Expenditures		Increase		
54160-599	Other Charges	0.00	2,000.00		2,000.00
	Decrease Reserves			Decrease	
34157	Reserved for Sexual Offender Registry	3,465.00		(2,000.00)	1,465.00
	Sub-Total Expenditures & Reserves	\$ 3,465.00	\$ 2,000.00	\$ (2,000.00)	\$ 3,465.00
	This increase in Other Charges is to establish an account from which to make payment of fees collected from registered sex offenders to the State of Tennessee. This is a new regulation by which a portion of such fee collections must be shared with the State. Funding will come from the mandated reserve account set up for such use.				
	JAIL				
	Increase Expenditures		Increase		
54210-340	Medical & Dental Services	70,000.00	60,000.00		130,000.00
	Decrease Expenditures			Decrease	
54210-131	Medical Personnel	21,355.00		(10,000.00)	11,355.00
54210-413	Drugs & Medical Supplies	80,000.00		(50,000.00)	30,000.00
	Sub-Total Expenditures	\$ 171,355.00	\$ 60,000.00	\$ (60,000.00)	\$ 171,355.00
	The increase in Medical & Dental Services is needed to provide increased appropriations for contracted inmate health care. Funding will come from accounts no longer being used because those services are provided in the contracted care.				
	JUVENILE SERVICES				
	Increase Expenditures		Increase		
54240-189	Other Salaries & Wages (vacation pay)	0.00	3,836.00		3,836.00
	Decrease Reserves			Decrease	
35140	Designated for Employees' Vacation Pay	23,803.00		(3,836.00)	19,967.00
	Sub-Total Expenditures & Reserves	\$ 23,803.00	\$ 3,836.00	\$ (3,836.00)	\$ 23,803.00
	The increase in Other Salaries and Wages is needed to make appropriations to pay accumulated vacation days to an employee who is retiring. Funding will come from a reserve account set up for such use.				
	Page Totals - Expenditures	\$ 198,623.00	\$ 65,836.00	\$ (65,836.00)	\$ 198,623.00

RESOLUTION NO. 2009 / 01 / 03

TO THE HONORABLE W. CROCKETT LEE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 26th DAY OF JANUARY 2009.

RESOLUTION IN REF: FEDERAL PROJECTS FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Federal Projects Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, January 26, 2009, go on record as passing this resolution.

Introduced by Esq. Claude Parrott

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 1-12-09

Roll Call _____ _____

County Clerk: A. Carroll Jenkins

Voice Vote _____ _____

By: A. Carroll Jenkins

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: W. Crockett Lee

FUND: 142 FEDERAL PROJECTS FUND
 AMENDMENT NUMBER: 2
 DATE: January 15, 2009

ORIGINAL BUDGET AMOUNT	5,354,357.00
PREVIOUS AMENDMENTS	<u>957,432.79</u>
TOTAL	6,311,789.79
REQUESTED AMENDMENT	<u>10,000.00</u>
TOTAL	<u>6,321,789.79</u>

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
	71100 REGULAR INSTRUCTION PROGRAM				
71100-499	Other Supplies & Materials	23,177.00		2,120.00	21,057.00
71100-722	Regular Instruction Equipment	463,618.00	2,120.00		465,738.00
	Subtotal	486,795.00	2,120.00	2,120.00	486,795.00
	72220 SPECIAL EDUCATION SUPPORT				
72220-499	Other Supplies & Materials	43,260.27	685.81		43,946.08
72220-524	In Service/Staff Development	105,496.60		685.81	104,810.79
	Subtotal	148,756.87	685.81	685.81	148,756.87
	72260 ADULT PROGRAMS - SUPPORT SERVICES				
72260-355	Travel	665.00	4,500.00		5,165.00
72260-499	Other Supplies & Materials	0.00	5,300.00		5,300.00
72260-599	Other Charges	0.00	200.00		200.00
	Subtotal	665.00	10,000.00	0.00	10,665.00
	TOTAL	636,216.87	12,805.81	2,805.81	646,216.87
	REVENUES				
47590	Other Federal Through State	614,159.00	10,000.00		624,159.00
		614,159.00	10,000.00	0.00	624,159.00
The above amendment increases underestimated line items and decreases overestimated line items for the 21st Century Grant at Rogersville Middle School and IDEA 2007.21 project for completion.					
The above amendment also budgets additional revenue to be received as approved by the State for the Even Start program.					

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

Resolution No. 2009/01/09

NOTARY PUBLIC DURING THE JANUARY 26, 2009 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE	BUSINESS
1. NICHOLE ALLEN	893 STANLEY VALLEY RD. ROGERSVILLE, TN. 37857 423-272-9171	HAWKINS COUNTY FARM BUREAU ROGERSVILLE, TN. 37857
2. JIMMY W. BIBLE	527 NELSON ST. ROGERSVILLE, TN. 37857 423-272-9233	TOWN OF ROGERSVILLE WATER DEPT. ROGERSVILLE, TN. 37857
3. V. HOPE BROOKS	949 PETERSBURG RD. ROGERSVILLE, TN. 37857 423-293-0486	JOE ZOOK, STATE FARM INSURANCE ROGERSVILLE, TN. 37857
4. KEITH BROWN	413 FLORA FERRY RD. ROGERSVILLE, TN. 37857 423-921-8387	ADVANCE AUTO PARTS JEFFERSON CITY, TN. 37760
5. JANEEN B. DAVIS	304 HIGHVIEW AVE. KINGSPORT, TN. 37665 423-246-1799	STEVEN C. FRAZIER, ATTORNEY AT LAW CHURCH HILL, TN. 37642
6. TINA K. DUNN	171 MAPLE CREST SURGOINSVILLE, TN. 37873 423-345-4347	FIRST COMMUNITY BANK ROGERSVILLE, TN. 37857
7. STEPHEN E. HAYWORTH	141 PHIPPS RD. ROGERSVILLE, TN. 37857 423-921-3934	FARM BUREAU INSURANCE AGENT ROGERSVILLE, TN. 37857
8. C. ELAINE S. LAWSON	260 BUREM RD. ROGERSVILLE, TN. 37857 423-272-8913	WHS, HAWKINS COUNTY MEMORIAL HOSPITAL ROGERSVILLE, TN. 37857
9. WANDA L. LIFFORD	403 FAIRWAY DR. CHURCH HILL, TN. 37642 423-357-3515	EASTMAN CHEMICAL COMPANY KINGSPORT, TN. 37660
10. AARON DEAN LYONS	856 CAVE SPRINGS RD. ROGERSVILLE, TN. 37857 423-921-7579	SELF EMPLOYED, ATTORNEY ROGERSVILLE, TN. 37857
11. JULIA R. PEARSON	1014 ELM ST. ROGERSVILLE, TN. 37857 423-272-5274	THE CITIZENS BANK OF EAST TENNESSEE ROGERSVILLE, TN. 37857
12. CONNIE RIMER	136 EAGLE DR. ROGERSVILLE, TN. 37857 423-921-8328	HAWKINS COUNTY FARM BUREAU ROGERSVILLE, TN. 37857

(Seal)

Signature

Clerk of the County of Hawkins, Tennessee

Date