

RESOLUTION

No. 2009 / 07 / 01

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of July, 2009.

RESOLUTION IN REF: APPOINTMENT OF JIM KLEPPER AND RE-APPOINTMENT ^{OF} BILL HENDERSON TO THE E-911 BOARD FOR A FOUR YEAR TERM

WHEREAS, on June 30, 2009, the fireman's seat on the E-911 Board occupied by Freddie Short and the county commissioners seat occupied by Bill Henderson expired; and

WHEREAS, Freddie Short doesn't desire to be re-appointed but Bill Henderson is willing to service another term; and

WHEREAS, I, Crockett Lee, County Mayor, am making the following appointments:

- Fireman's Association - Mr. Jim Klepper - member of Lakeview Fire Department to a four year term
- County Commissioners Mr. Bill Henderson a four year term term

with both terms ending on June 30, 2013.

THEREFORE BE IT RESOLVED THAT confirmation by the Hawkins County Board of Commissioner be given for the aforementioned appointments to the E-911 Board.

Introduced By Esq. Carmel Maddox

Seconded By Esq. _____

Date Submitted 07/13/2009

A. Carroll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2009/07/02

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of July, 2009.

RESOLUTION IN REF: APPROVAL OF MEDICAL INVESTIGATORS THAT ARE ASSISTANTS TO THE MEDICAL EXAMINER

WHEREAS, resolution number 2009/06/02 in Regular Session of the Hawkins County commission meeting on June 22, 2009 approval was given to establish the positions of Medical Investigators to assist the medical examiner; and

WHEREAS, the following names have been approved by the medical examiner as being qualified to serve as medical investigators. All are Tennessee Department of Health licensed Emergency Medical Paramedics.

- | | | |
|--------------------------|------------------------|----------------------|
| 1. Tyrone Lynn Rowlett | 542 Carter's Valley Rd | Rogersville TN 37857 |
| 2. Dwight Stanley Arnold | 239 Creek Rd | Church Hill TN 37642 |
| 3. Johnny B Gulley | 168 Austin Drive | Rogersville TN 37857 |
| 4. Ricky C Chapman | 236 Echo Hills | Rogersville TN 37857 |
| 5. Michael Dwayne Jones | Thorpe's Chapel Rd | Rogersville TN 37857 |

THEREFORE, BE IT RESOLVED THAT the aforementioned names be approved as medical investigators assistant's to the medical examiner.

Introduced By Esq. Virgil Mallet

Seconded By Esq. _____

Date Submitted 07/13/2009

A. Carroll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2009/07/03

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of July, 2009.

RESOLUTION IN REF: APPROVAL TO DISALLOW HANDGUNS IN COUNTY OWNED PARKS

WHEREAS, on June 12, 2009 Governor Bredesen signed into law SB0976/HB0716, which is a bill that allows handgun permit holders to possess handguns while in parks, natural areas, campgrounds and similar public places; allows local governments to prohibit such possession in parks and similar areas owned by the local government, upon majority vote of its legislative body: and

WHEREAS, Hawkins County wishes to disallow the possession of handguns to be carried while in parks owned by the county, which at this time are Laurel Run Park in Church Hill and St. Clair Park in St. Clair.

THEREFORE BE IT RESOLVED THAT approval be given to disallow handguns in all county owned parks and a sign be posted stating "NO HANDGUNS PERMITTED" at the entrance to the parks.

See attached bill

Introduced By Esq. Ken Long

Seconded By Esq. _____

Date Submitted 07/13/2009

A. Carroll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

BILL INFORMATION FOR HB0716

HB0716 has been assigned Public Chapter Number 428 by the Secretary of State.

***HB 0716 BY *NICELEY (SB 0976 BY *BEAVERS)**

Show Co-Prime Sponsors

Handgun Permits - As enacted, allows handgun permit holders to possess handgun while in parks, natural areas, campgrounds and similar public places; allows local governments to prohibit such possession in parks and similar areas owned by the local government, upon majority vote of its legislative body. - Amends TCA Title 39, Chapter 17, Part 13 and Title 70.

Bill Summary

Summary for *HB 0716/SB 0976

Fiscal Note

FiscalNote for HB0716 / SB0976 filed under HB0716

Votes

House Votes on HB0716

Senate Votes on SB0976

[Bill History](#) [Amendments on Bill](#) [Video Clips](#)

Bill History

Actions Taken on HB0716	Action Date	Actions Taken on SB0976	Action Date
Pub. Ch. 428	06/23/2009	Comp. became Pub. Ch. 428	06/23/2009
Effective date(s) 06/12/09; 09/01/09	06/23/2009	Am. withdrawn.(Amendment 1 - SA0420)	05/18/2009
Signed by Governor.	06/12/2009	Comp. HB subst.	05/18/2009
Transmitted to Governor for his action.	06/01/2009	Placed on Sen. Regular Calendar (1) cal. for 05/18/2009	05/14/2009
Signed by S. Speaker	06/01/2009	Rec. For Pass. ref. to: S. Cal.	05/12/2009

Signed by H. Speaker	05/29/2009	Comm.	
Enrolled; ready for sig. of H. Speaker.	05/27/2009	Placed on S. FW&M Comm. cal. for 05/12/2009	05/11/2009
H. concurred in S. am. no. 2 & 3 Ayes 54, Nays 41	05/26/2009	R/S #83(8) to be heard in S. FW&M Comm. on 05/12/2009	05/11/2009
Reset on message cal. for 5/26/09	05/21/2009	Rec. for pass. w/ am., ref. to S. FW&M Comm. Ayes 7, Nays 2 PNV 0	05/06/2009
H. Placed on Message Calendar for 5/21/09	05/20/2009	Placed on S. Jud Comm. cal. for 05/06/2009	05/06/2009
Passed S. as am., Ayes 24, Nays 8, PNV 1	05/18/2009	Action Def. in S. Jud Comm. to 5/6/2009	05/05/2009
S. adopted am. 3	05/18/2009	Placed on S. Jud Comm. cal. for 05/05/2009	05/01/2009
S. adopted am. 2	05/18/2009	P2C, ref. to S. Jud Comm.	02/18/2009
S. Subst. HB for comp. SB.	05/18/2009	Intro., P1C.	02/12/2009
Rcvd. from H., P1C.	04/23/2009	Filed for intro.	02/11/2009
Engrossed; ready for transmission to Sen.	04/20/2009		
Passed H., as am., Ayes 71, Nays 22, PNV 1	04/20/2009		
Am. no. 2 tabled. Ayes 64, Nays 30	04/20/2009		
H. adopted am.(Amendment 1 of 0 - HA0185) Ayes 71, Nays 18	04/20/2009		
Placed on Regular Calendar for 4/20/2009	04/16/2009		
Placed on cal. Calendar & Rules Committee for 04/16/2009	04/14/2009		
Rec. for Pass. if Am. ref. to: Calendar & Rules Committee	04/14/2009		
Placed on cal. Finance, Ways & Means Committee for 04/14/2009	04/08/2009		
Action Def. in Finance, Ways & Means Committee to 4/14/2009	04/07/2009		
Placed on cal. Finance, Ways & Means Committee for 04/07/2009	04/01/2009		
Rec. for pass. if am. by s/c ref. to Finance, Ways & Means Committee	04/01/2009		

Placed on s/c cal Budget of FW&M for 04/01/2009	03/25/2009
Action Def. in s/c Budget of FW&M to 4/1/2009	03/25/2009
Placed on s/c cal Budget of FW&M for 03/25/2009	03/19/2009
Assigned to s/c Budget of FW&M	03/19/2009
Re-ref. to Finance, Ways & Means Committee	03/19/2009
Rec. For Pass. ref. to: Calendar & Rules Committee	03/04/2009
Placed on cal. Judiciary Committee for 03/04/2009	02/26/2009
Rec. For Pass. by s/c ref. to Judiciary Committee	02/25/2009
Placed on s/c cal Criminal Practice and Procedure of JUD for 02/25/2009	02/18/2009
Assigned to s/c Criminal Practice and Procedure of JUD	02/18/2009
P2C, ref. to Judiciary	02/18/2009
Intro., P1C.	02/12/2009
Filed for intro.	02/11/2009

RESOLUTION

No. 2009 / 07 / 04

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of July, 2009.

RESOLUTION IN REF: AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and the Three-Star Pilot Program and awards financial incentives for communities designated as Three-Star communities; and

WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Hawkins County, Tennessee, meeting in regular session at Rogersville, Hawkins County, Tennessee, that:

SECTION 1. The legislative body of Hawkins County declares that the county is in compliance with the federal Title VI regulations.

SECTION 2. The Department of Economic and Community Development may from time to time monitor the county's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, the public welfare requiring it.

Introduced By Esq. Bill Henderson
Seconded By Esq. _____
Date Submitted 07/13/2009
A. Carroll Jenkins
County Clerk

By: _____
Chairman Crockett Lee

ACTION: **AYE** **NAY** **PASSED**
Roll Call _____ _____ _____
Voice Vote _____ _____ _____
Absent _____ _____ _____
COMMITTEE ACTION

RESOLUTION

No. 2009/07/05

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of July, 2009.

RESOLUTION IN REF: APPROVAL TO PARTICIPATE IN THE THREE STAR PROGRAM

WHEREAS, the Three-Star Program was developed to meet the needs and challenges of the evolving economic environment in urban and rural communities and to partner with communities to create opportunities for sustained economic growth; and

WHEREAS, communities seeking certification as a Three-Star community must meet certain criteria, including the adoption of a five-year strategic economic development plan; and

WHEREAS, in achieving the mission of the Three-Star Program, the Department of Economic and Community Development commits to assist communities in developing and implementing a strategic economic plan;

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Hawkins County, Tennessee, meeting in regular session at Rogersville, Tennessee, that:

SECTION 1. The legislative body of Hawkins County declares that the county has adopted a five-year strategic economic development plan to be updated annually.

SECTION 2. The strategic economic development plan includes the county's economic goals in promoting economic growth, a plan to accomplish those goals and a projected timeline in achieving those goals.

SECTION 3. The strategic economic development plan addresses the county's goals pertaining to existing industry, manufacturing recruitment, workforce development, retail/service, tourism, agriculture, infrastructure assessment and educational assessment.

Introduced By Esq. Bill Henderson

Seconded By Esq. _____

Date Submitted 07/13/2009

County Clerk A. Carroll Jenkins

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2009/07/06

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of July, 2009.

RESOLUTION IN REF: APPROVAL OF LEASE AGREEMENT BETWEEN U.S. BANK NATIONAL ASSOCIATION AND HAWKINS COUNTY FOR THE INDUSTRIAL BOARD OFFICE SPACE

WHEREAS upon recommendation of the Hawkins County Building Committee all offices housed in the Kenner House are being relocated to other locations due to structure damage. The Hawkins County Industrial Board office has relocated to the U. S. Bank Building; and

WHEREAS, attached is a contract between U.S. Bank National Association and Hawkins County for the Industrial Board office space for a period of three (3) years with an option to extend the term for an additional three (3) years with the monthly rent being \$500.00 per month with no extra charge for utility bills.

THEREFORE BE IT RESOLVED THAT approval be given for the attached lease agreement for the office space of the Hawkins County Industrial Board for a term of three (3) years beginning July 1, 2009 for an amount of \$500.00 per month with an option to extend the lease for an additional three (3) year period at the end of the end of the original lease.

Introduced By Esq. Boyd Goodson
Seconded By Esq. Bill Henderson
Date Submitted 07/13/2009
County Clerk A. Carroll Jenkins
By:
Chairman Crockett Lee

ACTION: AYE NAY PASSED
Roll Call
Voice Vote
Absent
COMMITTEE ACTION

OFFICE LEASE
[Short Form]

THIS OFFICE LEASE ("Lease") is made and entered into as of this ____ day of June, 2009, by and between **U.S. Bank National Association**, a national banking association ("Landlord"), and **Hawkins County Industrial Board**, ("Tenant").

RECITALS:

A. Landlord is the owner of the building commonly known as the **U.S. Bank Building** and located at **107 East Main Street, Rogersville, TN 37857** (the "Building"); and

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain premises in the Building.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree as set forth below.

(1) **PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, approximately **1,674** square feet of space, designated as Suite 221 (the "Premises"), in the Building. Except for the work specified on **Exhibit A** attached hereto (if none, specify "none" on **Exhibit A**), Landlord shall not be required to perform any work to prepare the Premises for Tenant's occupancy and, except as otherwise provided herein, Tenant shall accept possession of the Premises in its "as is" and "where is" condition on the date delivered by Landlord.

(2) **TERM.** This Lease shall be for a term of three (3) years, commencing on July 1, 2009 (the "Commencement Date") and ending on June 30, 2012 (the "Term").

(3) **RENT.** Tenant covenants and agrees to pay to Landlord, without demand, deduction or offset, except as otherwise provided herein, base rent at a monthly rate of Five Hundred and 00/100 Dollars (\$500.00) (the "Base Rent"). Base Rent shall be payable on or before the first day of the Term and of each calendar month thereafter during the term of this Lease and sent to U.S. Bank Corporate Real Estate, P.O. Box 86, SDS 12-1716, Minneapolis, Minnesota 55486-1716. Base Rent for any partial calendar month during the term of this Lease shall be prorated based on the number of days in such partial calendar month. Tenant shall pay Landlord, as additional rent, Tenant's proportionate share of those costs and expenses identified on **Exhibit B** attached hereto [if none, specify "none" on **Exhibit B**] ("Additional Rent"). Tenant's proportionate share of such costs shall be paid to Landlord within fifteen (15) days after demand. If Tenant fails to pay any Base Rent or Additional Rent when due, Tenant shall pay Landlord a late fee equal to the lesser of \$100 or 5% of the amount past due.

(4) **USE.**

(a) **PERMITTED USE.** Tenant shall use the Premises exclusively for general office purposes for Tenant's business and for no other use without Landlord's consent. Tenant shall comply with all laws, statutes, ordinances and governmental rules, regulations, and requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted, relating to or affecting the condition, use, or occupancy of the Premises. Tenant shall also comply with the rules and regulations of the Building and with such amendments thereto as Landlord may establish from time to time, provided, that Landlord has notified Tenant of any such rules and amendments thereto ("Rules").

(b) **PROHIBITED USES.** Notwithstanding anything in this Lease to the contrary, the Premises shall not be used for any use, except the permitted use set forth in Section 4(a), including (a) a financial institution including, but not limited to, a bank, savings and loan association, credit union, trust company, loan production office, loan origination office, residential mortgage loan company or financial planning firm; and (b) the operation of any machine or device for accepting or receiving deposits or transferring funds including, but not limited to, "automated teller machines" or electronic fund transfer equipment.

(5) COMMON AREAS. Tenant and its employees, customers and invitees shall have the reasonable non-exclusive right to use (in common with Landlord and all others to whom Landlord may grant such rights) such elevators, stairways, corridors, restrooms, lobbies, parking areas, driveways, walkways, trash facilities and other common areas and facilities as may from time to time exist and be generally available to all tenants of the Building (the "Common Areas"). Landlord shall have full control, management and direction of the common areas and facilities. Landlord shall have the right to close, reduce, increase, enclose, or otherwise change the size, number, location, layout, and nature of the common areas and facilities in the Building; to place signs on or in the Building; and to change the name, number or designation by which the Building or Premises is commonly known so long as Landlord (i) does not materially restrict access to or Tenant's use of the Premises for its intended purpose and (ii) complies with local zoning requirements.

(6) UTILITIES AND SERVICES. Subject to the Rules, Landlord shall, at its expense, provide: (a) heat and air-conditioning to the Premises; (b) water and electricity for the intended use of the Premises; (c) elevator service for the Building; and (d) (if none, state "none") none. Replacement of lamps, bulbs, tubes, starters and ballasts in the Premises shall be undertaken as necessary by Landlord at Tenant's expense. Notwithstanding anything to the contrary set forth in this paragraph, in the event any utility service required to be provided by Landlord is discontinued for any reason which reason prevents Tenant from using the Premises for its intended purpose for a period exceeding 48 hours, Tenant's Base Rent shall abate from the date such utility was discontinued until it has been restored in a manner allowing Tenant's use of the Premises. Any services, other than those agreed herein to be provided by Landlord shall be paid for by Tenant.

(7) REPAIRS. Landlord shall keep the Common Areas and the Building in good condition and repair and shall make all structural and exterior repairs to the Building and the Premises, including the roof, foundations, walls, floors, lights, fixtures, signage, windows and other glass, heating, air-conditioning, ventilating, electrical, and plumbing equipment and facilities located in the Building and the Premises. If any part of the Building (including the Premises) or the apparatus or equipment therein requires repair or becomes damaged or destroyed through the negligence or willful misconduct of Tenant or its agents, employees, customers or invitees, the expense of the necessary repairs, replacements or alterations shall be paid by the Tenant. Tenant shall, at its expense, maintain the Premises in good condition.

(8) IMPROVEMENTS AND ALTERATIONS. Tenant shall not make any alterations, additions or improvements in, on, or to the Premises or any part thereof without the prior written consent of Landlord.

(9) ASSIGNMENT AND SUBLEASE. Tenant shall not assign its interest under this Lease or sublease all or any part of the Premises without the Landlord's prior written consent. If Landlord consents to any assignment or sublease, Tenant shall remain primarily liable to Landlord for the payment of Base and Additional Rent and the performance of all other obligations of Tenant hereunder for the Term.

(10) DIRECTORY AND SIGNS. Landlord shall show Tenant's name on the directory board of the Building. Landlord shall determine in its discretion the layout, size and location of the directory board. Tenant shall not, without Landlord's prior written consent, install any sign visible from the exterior of the Building or any other improvement in the interior of the Premises.

(11) INSURANCE AND MUTUAL WAIVERS OF SUBROGATION.

(a) LIABILITY INSURANCE. Tenant shall, at its expense, obtain and carry at all times during the term of this Lease public liability insurance covering the Premises and Tenant's use thereof with limits of at least \$1,000,000 combined single limit of liability for any bodily injury or death of any person(s) and any property damage for one occurrence (or such higher amounts as Landlord shall from time to time reasonably determine to be in accordance with other coverage amounts of similar premises in the vicinity of the Premises).

(b) PERSONAL PROPERTY INSURANCE. Tenant shall, at its expense, obtain and carry at all times during the term of this Lease, personal property insurance in an amount not less than 100% of the full replacement cost thereof.

(c) FORMS OF POLICIES. Tenant's policies shall name Landlord as insured, and state that Tenant cannot cancel or change the policies without at least ten (10) days' prior written notice to Landlord. A certificate of insurance of Tenant's insurers evidencing such insurance shall be furnished to Landlord on or before the Commencement Date and, thereafter, a certificate evidencing the renewal of such insurance shall be furnished to the other party at least thirty (30) days prior to the expiration of the term of each such policy.

(d) WAIVER OF SUBROGATION. Whenever any loss, cost, damage, or expense is incurred by any party to this Lease and such party is coverable in whole or in part by insurance required under the Lease, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage (or increase the cost thereof, unless the other party reimburses the insured for any cost increase).

(12) INDEMNIFICATION/NON-LIABILITY. Each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party, its agents and employees (the "Indemnified Parties"), from and against all claims, liabilities, losses, damages and expenses, including attorneys' fees and court costs, brought against or incurred by any Indemnified Parties arising out of, relating to or occurring by reason of the Indemnitor's use or occupancy of the Premises, the Building or the common areas and occasioned wholly or in part by any act or omission of the Indemnitor, its agents, employees or invitees.

(13) HOLDING OVER. For each day Tenant retains possession of any part of the Premises after termination of this Lease without the written consent of Landlord, Tenant Base Rent at a rate that is 200% of the Base Rent for the last period prior to the date of such termination, and shall also pay all damages sustained by Landlord by reason of such retention and all additional rent and other amounts due under the terms of this Lease. Landlord may, by written notice to Tenant of its election thereof, treat such holding over as a month-to-month extension of this Lease, on the terms and conditions of this Lease. This provision shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

(14) SUBORDINATION. This Lease is and shall be subject and subordinate at all times to the lien of any mortgage (including all extensions, renewals, amendments and supplements to any mortgage) that affects the Building. Provided that Tenant's leasehold interest cannot be disturbed, this provision shall be self-operative without the necessity of the execution and delivery of any further instruments on the part of Tenant. Tenant shall to execute and deliver upon demand such further instruments evidencing such subordination and estoppel certificates as may be requested by Landlord so long as that such documents contain commercially reasonable nondisturbance rights and are executed by the lienholder.

(15) ENTRY BY LANDLORD. Landlord reserves the right, upon 24 hours' prior notice (except in the case of emergencies), at reasonable hours to enter the Premises to inspect the same; to supply any service to be provided by Landlord hereunder; to show the Premises to prospective purchasers, mortgagees or tenants; to post notices of nonresponsibility; and to alter, improve, or repair the Premises and any portion of the Building, all without abatement of rent; provided that any such action shall be done as promptly and reasonably as possible and so as to cause as little interference to Tenant as reasonably possible.

(16) DEFAULT. If: (a) Tenant fails to pay Base Rent or any additional rent or charge payable hereunder to Landlord by Tenant within ten (10) days from the due date, and such default shall continue for five (5) days after written notice thereof shall have been given to Tenant; or (b) default be made in any of the other terms, covenants or conditions herein contained on the part of Tenant and such default shall continue for thirty (30) days after written

notice thereof shall have been given to Tenant; or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise, devolve or pass to any party other than Tenant, except with the prior written consent of Landlord as required hereunder; or (d) if Tenant shall abandon or vacate the Premises or permit same to become vacant; then and in any of the above-described events, Tenant shall be in default of this Lease. Upon the occurrence of such a breach of this Lease, Landlord may, in addition to any other remedy or right given by law, terminate this Lease by delivery of written notice of such termination upon Tenant and thereupon Landlord may enter upon the Premises or any part thereof, upon the date specified in such notice and Landlord shall be entitled to retake possession of the Premises. If Landlord does not elect to terminate this Lease, Landlord shall have the right, at its election, to reenter the Premises, with or without legal process, and to remove all property and effects of Tenant therefrom for disposal or storage by Tenant at Tenant's cost; and Landlord may relet the Premises or any part thereof upon terms and to such persons as Landlord deems appropriate in its sole discretion. In any event, Landlord shall use reasonable efforts to mitigate its damages as required by applicable law. Failure of Landlord to exercise its rights in connection with any breach of this Lease shall not be deemed to be a waiver of such breach or any other term, covenant or condition herein contained, and the subsequent acceptance of rent hereunder by Landlord shall not be deemed as a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease.

(17) SALE BY LANDLORD. In the event Landlord or any successor owner of the Premises shall convey or otherwise transfer the Premises, then all liabilities and obligations on the part of the Landlord or successor owner as Landlord under this Lease accruing after such conveyance or transfer shall cease and terminate and each successor grantee or transferee of the Premises shall, without further agreement, be bound by Landlord's covenants and obligations but only during the period of such ownership respectively.

(18) NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and given by personal delivery, or sent by overnight courier. Notices and demands to Landlord and Tenant shall be personally delivered or addressed as follows:

If to Landlord:	U.S. Bank Corporate Real Estate Attention: Facility Manager 814 Church Street Nashville, TN 37203
with a copy to:	U.S. Bank National Association Corporate Real Estate 4480 Emerald Avenue CN-OH-PROP Cincinnati, Ohio 45242 Attn: Marsha Ward Lane
with a copy to:	U.S. Bank National Association 800 Nicollet Mall BC-MN-H21R Minneapolis, Minnesota 55402 Attn: Corporate Real Estate – Corporate Counsel
If to Tenant:	Hawkins County Industrial Board 107 East Main Street Rogersville, TN 37857

All such notices and demands shall be deemed to be given on the date such notice is personally delivered or on the date of confirmed receipt of facsimile transmission or one business day following deposit with an overnight courier.

(19) SURRENDER OF PREMISES. Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as when delivered by Landlord, ordinary wear and tear and damage by insured fire and other casualty excepted. All alterations, additions, and improvements made to the Premises by or for Tenant shall remain and

become the property of Landlord. All trade fixtures and other equipment and personal property owned by Tenant may (and, upon Landlord's request, shall) be removed from the Premises by Tenant no later than the termination date. Any trade fixtures, equipment and personal property not removed by Tenant on or prior to the termination date shall be deemed abandoned and shall become the property of Landlord, but without prejudice to Landlord's continuing right to require Tenant to remove the same at Tenant's expense.

(20) DAMAGE OR DESTRUCTION/CONDEMNATION.

(a) DAMAGE OR DESTRUCTION. If the Premises or the Building are damaged by fire or other casualty, Landlord will give Tenant notice of the approximate time which will be needed to repair such damage, as determined by Landlord in its sole discretion, and the election (if any) which Landlord has made according to this paragraph. Such notice will be given before the thirtieth day (the "notice date") after the fire or other insured casualty.

(i) If the Premises or the Building is damaged by fire or other insured casualty to an extent which may be repaired within 60 days after the commencement of repair, as reasonably determined by Landlord, Landlord will begin to repair the damage within 60 days after the notice date and will diligently pursue the completion of such repair. In that event, this Lease will continue in full force and effect except that Base Rent will be abated on a pro-rata basis from the date of the fire or other insured casualty until the date of the completion of such repairs (the "repair period") based on the portion of the Premises which is untenable or unusable during the repair period.

(ii) If the Premises or the Building is damaged by fire or other insured casualty to an extent which cannot be repaired within 60 days after the commencement of repair, as reasonably determined by Landlord, then (i) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the notice date or (ii) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within 10 days after Landlord's delivery of a notice that the repairs cannot be made within such 60-day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will repair the Building and the Premises, and Base Rent will be abated on a pro-rata basis during the repair period based on the portion of the Premises the use of which Tenant is deprived during the repair period.

(iii) If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Base Rent as otherwise provided for in this paragraph

(b) CONDEMNATION. If the Premises are taken by eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease shall terminate on a date (the "termination date") which is the earlier of the date upon which the condemning authority takes possession of the Premises, or the date on which title to the Premises is vested in the condemning authority.

If less than 25% of the Premises is taken, the Base Rent will be abated proportionately with the square footage taken.

If all or substantially all of the Premises is taken, this Lease shall terminate as of the termination date. Landlord shall be entitled to the condemnation award for the Building and the land on which it sits, however, Tenant may assert a separate claim against the condemning authority for Tenant's personal property, trade fixtures, and moving expenses.

(21) QUIET ENJOYMENT. Tenant shall quietly have, hold, and enjoy the Premises during the Term of this Lease so long as Tenant is not in default under this Lease.

(22) RELOCATION RIGHT. Landlord shall have the right prior to and during the term of this Lease to substitute other premises (the "Other Premises") in the Building for the Premises.

The Other Premises shall be reasonably comparable in size to the Premises. If the Other Premises contains more or less floor area than the Premises, the Rent shall be adjusted on the basis of the rent per square foot then being paid by Tenant for the Premises. Landlord shall give Tenant at least thirty (30) days' prior written notice of the substitution of the Other Premises for the Premises, which notice shall describe the Other Premises, any rent adjustment and the effective date of the substitution. Landlord shall pay the cost of moving Tenant from the Premises to the Other Premises. Tenant agrees to surrender the Premises to Landlord in a broom-clean condition on the effective date of the substitution.

(22) RELOCATION RIGHT. Landlord shall have the right prior to and during the term of this Lease to substitute other premises (the "Other Premises") in the Building for the Premises. The Other Premises shall be reasonably comparable in size to the Premises. If the Other Premises contains more or less floor area than the Premises, the Rent shall be adjusted on the basis of the rent per square foot then being paid by Tenant for the Premises. Landlord shall give Tenant at least thirty (30) days' prior written notice of the substitution of the Other Premises for the Premises, which notice shall describe the Other Premises, any rent adjustment and the effective date of the substitution. Landlord shall pay the cost of moving Tenant from the Premises to the Other Premises. Tenant agrees to surrender the Premises to Landlord in a broom-clean condition on the effective date of the substitution.

(23) MISCELLANEOUS.

(a) Except as otherwise specifically provided herein, whenever the consent or approval of Landlord is required to be given hereunder, Landlord may grant or withhold such consent or approval in its sole discretion.

(b) The laws of the state in which the Building is located shall govern the validity, performance and enforcement of this Lease.

(c) The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

(d) The covenants, agreements, and obligations contained in this Lease, except as herein otherwise specifically provided, shall extend to, bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder).

(e) No amendment or modification to this Lease will be valid or binding unless expressed in writing and signed by authorized representatives of Landlord and Tenant.

(f) Time is of the essence of each and every provision of this Lease.

(g) Except as hereinafter provided, neither party will have any liability to the other, nor will either party have any right to terminate this Lease or abate Base or Additional Rent or assert a claim of partial or total actual or constructive eviction because of the other party's failure to perform any of its obligations arising under this Lease if the failure is due to reasons beyond the other party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals, unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God and governmental preemption in connection with a national emergency. In the event Tenant is unable to continue to occupy the Premises for the purposes intended under this Lease as a result of the aforesaid, then in such event Tenant shall have the option to terminate this Lease provided that written notice to do so is given to Landlord within thirty (30) days of such occurrence.

(h) Tenant shall continuously and without exception repair and maintain the Premises in an order and condition in compliance with all federal, state, county, city, or government agency laws, statutes, or ordinances ("Laws and Orders"). Tenant, at Tenant's sole expense, shall promptly make all repairs, replacements, alterations, or Improvements needed to comply with all Laws and Orders to the extent that the Laws and Orders relate to or are triggered by Tenant's particular use of the Premises.

(i) This Lease shall not be recorded.

Executed as of the day and year first above written.

LANDLORD: **U. S. BANK NATIONAL ASSOCIATION,**
a national banking association

By _____
Its _____

By _____
Its _____

TENANT: **HAWKINS COUNTY BOARD OF EDUCATION/EVEN**
START PROGRAM

By _____
Its _____

EXHIBIT A

NONE

EXHIBIT B

NONE

RIDER #1

OPTION TO EXTEND

Provided Tenant is not in default under this Lease (beyond any applicable grace period) at the time of the exercise of the option granted below or at the time of the commencement of the Extended Term (as defined below), Tenant shall have an option to extend the Term of this Lease for one (1) three (3) year period (the "Extended Term"), commencing immediately upon the expiration of the original Term hereof and continuing for three (3) years thereafter. Tenant shall exercise the option by written notice to Landlord given not later than six (6) months prior to the commencement of the Extended Term, as the case may be. The option shall terminate if notice is not timely given. Time is of the essence with respect thereto. All references to "Term" of this Lease shall, unless the context shall clearly indicate a different meaning, be deemed to constitute a reference to the original Term of this Lease and the Extended Term, as the same may be exercised as permitted hereunder. The Premises shall be leased to Tenant during the Extended Term on the same provisions as are set forth herein except that there shall be no further rights to extend the Term (beyond those expressly provided herein) and except as set forth below.

In the event Tenant exercises the foregoing option to extend the Term of this Lease, then the Basic Rent payable as of the commencement of the Extended Term shall be adjusted to the then-prevailing fair market rental as determined by Landlord, as of the commencement date of the Extended Term.

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

Resolution No. 2009/07/07

NOTARY PUBLIC DURING THE JULY 27, 2009 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE	BUSINESS
1. LISA RENEE ADAMS	331 HIDDEN VALLEY DR. ROGERSVILLE, TN. 37857 423-272-0829	COOPER STANDARD AUTOMOTIVE SURGOINSVILLE, TN. 37873
2. TAMMY R. CLARK	371 CROSS VALLEY RD. SURGOINSVILLE, TN. 37873 423-345-0218	JAMES N. POINT, ATTORNEY ROGERSVILLE, TN. 37857
3. KASOUNDR ALENE FULLER	432 POPLAR ST. MOUNT CARMEL, TN. 37645 423-963-0404	
4. EVELYN C. GLADSON	108 CLIFFORD PRICE LOOP MOORESBURG, TN. 37811 423-272-2988	HAWKINS COUNTY MAYOR'S OFFICE ROGERSVILLE, TN. 37857
5. JAMES N. POINT	607 EAST MAIN ST. ROGERSVILLE, TN. 37857 423-272-6746	SELF EMPLOYED ROGERSVILLE, TN. 37857
6. RENA C. QUARLES	340 FLORA FERRY RD. ROGERSVILLE, TN. 37857 423-272-3792	HAWKINS COUNTY BOARD OF ED ROGERSVILLE, TN. 37857
7. ALANA M. ROBERTS	223 CAROLINA ST. CHURCH HILL, TN. 37642 423-245-1749	HAWKINS COUNTY MAYOR'S OFFICE ROGERSVILLE, TN. 37857
8. M. YUTEVE WILLIAMS	133 POOR VALLEY CREEK RD. ROGERSVILLE, TN. 37857 423-921-0869	RETIRED
9. NANCY ANNE WILLIAMS	117 QUILLEN AVE. BULLS GAP, TN. 37711 423-235-9332	TENNESSEE EDUCATION LOTTERY KNOXVILLE, TN. 37922
10. RHONDA KAYE WOOD	1418 RUTH BROOK DR. MOUNT CARMEL, TN. 37645 423-245-4288	UPPER EAST TN HUMAN DEVELOPMENT AGENCY KINGSPORT, TN. 37660

(Seal)

Signature
 Clerk of the County of Hawkins, Tennessee

Date