

RESOLUTION

No. 2019 1 12 1 01

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 16th day of December, 2019.

RESOLUTION IN REF: RE-APPOINTMENT OF GENE CHRISTIAN, AND OTIS MUNSEY TO THE HAWKINS COUNTY INDUSTRIAL BOARD FOR A SIX YEAR TERM BEGINNING JANUARY 1, 2020 ENDING DECEMBER 31, 2025

WHEREAS, Gene Christian and Otis Munsey are members of the Hawkins County Industrial Board; and

WHEREAS, the Industrial Board met on November 21, 2019 and voted to recommend the following members for re-appointment to the Hawkins County Industrial Board. All members received recommendation by the Industrial Board.

Mr. Gene Christian
300 Collins St
Church Hill TN 37642

Mr. Otis Munsey
195 Timberlake Rd
Rogersville TN 37857

THEREFORE, BE IT RESOLVED THAT the afore mentioned members be re-appointed to the Industrial Board with the term of office for each being six (6) years beginning in January 1, 2020 and ending in December 31, 2025.

Introduced By Esq. Nancy Barker

Seconded By Esq. _____

Date Submitted 12-2-19

Nancy Barker
County Clerk

By: _____

Chairman _____

Mayor _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION _____

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2019, 12, 02

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 16th day of December 2019.

RESOLUTION IN REF: APPROVAL OF DATES, TIMES AND PLACES FOR THE 2020 MONTHLY REGULAR COUNTY COMMISSION MEETINGS

WHEREAS, the Hawkins County Commission meets monthly and each year sets the time, date and place for the next calendar year's monthly meetings.

THEREFORE, BE IT RESOLVED that the following schedule be adopted for the calendar year 2018.

January	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
February	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
March	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
April	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*May	18,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
June	22,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
July	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
August	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
September	28,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
October	26,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
November	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*December	21,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse

FURTHER, that Special Called Meetings may be held with proper notice and Regular Scheduled meeting may be changed with proper notice.

* The fourth Monday in May & December is within the holiday schedule. These months the meeting will be on the third Monday.

Introduced By Esq. Valerie Goins

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 12-2-19

Voice Vote _____

Nancy J. Davis
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

Jim Lee, County Mayor

Mayor's Action: Approved _____ Veto _____

RESOLUTION

NO. 2019 12, 03

To the Honorable Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 16th day of December, 2019.

RESOLUTION IN REFERENCE: A RESOLUTION ENCOURAGING THE SUPPORT OF LEGISLATION WHICH DIRECTS TENNCARE TO REIMBURSE GROUND AMBULANCE PROVIDERS AT A RATE NOT LESS THAN THE CURRENT MEDICARE FEE SCHEDULE AND ADDING FUNDING TO THE 2020-2021 STATE BUDGET

WHEREAS, more rural hospitals are being closed and community clinics are being downsized, requiring great needs for ambulance services as the first line of care providers and transportation from remote areas; and

WHEREAS, Medicaid (TennCare) reimbursement has not increased since the inception of the TN Medicaid managed care system; and

WHEREAS, Medicare rates do not reflect the actual cost to operate ambulance services and TennCare rates are, in most cases, half of what Medicare provides, forcing limitations of services and placing a greater burden on local agencies and citizens; and

WHEREAS, ambulance services throughout the State, in order to meet growing emergency needs and reduce the burden on the local governments and taxpayers need assistance in improving funding for these lifesaving services.

THEREFORE, BE IT RESOLVED by the Hawkins County Board of County Commissioners, that this body does hereby ask that we show our support for legislation which directs TennCare to reimburse ground ambulance providers at a rate not less than the current Medicare fee schedule; and

BE IT FURTHER RESOLVED that this body does hereby ask that:

Our State Representatives and Senators be contacted and encouraged to support legislation which directs TennCare to reimburse ground ambulance providers at a rate not less than the current Medicare fee schedule; and

Although this increased funding does not cover the full cost of services, it will begin an effort to aid our communities as demand continues to increase for EMS system resources across the state including the costs of maintaining staff, equipment and training for pre-hospital emergency medical services, and filling the gap of the reduction in hospitals throughout Tennessee that is rendering EMS systems as the first line of care for many counties; and

That the county clerk shall send copies of this resolution to the members of the General Assembly representing Hawkins County.

Introduced By Esq. John Metz

Action: AYE NAY PASSED

Seconded By Esq.

Roll Call _____ _____ _____

Date Submitted: 12-2-19

Voice Vote _____ _____ _____

Nancy J. Cook
County Clerk

Absent _____ _____ _____

By: _____

COMMITTEE ACTION: _____

Mayor _____
Jim Lee, County Mayor

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 20191 12104

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 16th day of December, 2019.

RESOLUTION IN REF: APPROVAL TO TRANSFER TITLE OF OWNERSHIP OF THE TRAIN DEPOT TO ROGERSVILLE CITY ALONG WITH LEASE AGREEMENT TO THE ROGERSVILLE HERITAGE ASSOCIATION

WHEREAS, on July 8, 1986, the following document pertaining to the donation of Southern Railway Company Train Depot, at the corners of Depot Street and Broadway Street, were recorded with the Hawkins County Registers of Deeds office:

- 1. A Deed Of Donation, between Southern Railway Company and Hawkins County - Deed Book 298, page 775,
2. A Deed of Release, from Manufactures Hanover Trust Company to Southern Railway Company - Release Book 36, page 435,
3. An Indenture, by Chase Manhattan Bank(National Association) - Release Book 36, page 439

On May 12, 1987, Hawkins County entered into a Lease Agreement with the Rogersville Heritage Association, leasing to them the Train Depot property for a period of "99 Years", beginning May 12, 1987 and ending at midnight on May 11, 2086.

All of the above reference recordings and said lease agreement are attached to this resolution: and

WHEREAS, the transfer of the Train Depot property to the Town of Rogersville was on the agenda for the October 9, 2019 Public Buildings committee meeting. The committee voted unanimously to recommend to the full commission the transfer of the Train Depot property to the Town of Rogersville. (at present time, no minutes of said meeting had been prepared); and

WHEREAS, at the Regular Meeting of the Board of Mayor and Alderman of the Town of Rogersville held on November 12, 2019, he Board agreed to accept title to the Train Depot property subject to the lease currently in effect with the Heritage Association of Rogersville.

NOW, THEREFORE BE IT RESOLVED that approval be given for the title of ownership to the Train Depot property at the corner of Broadway and Depot Street, Rogersville, be transferred to the Town of Rogersville, along with the 99 Year lease to the Heritage Association of Rogersville, which is scheduled to end at midnight May 11, 2086.

Further, Be It Resolved that County Attorney, Jim Phillips prepare said title transfer and request that the Town of Rogersville returned to the Hawkins County Mayor's office a copy of said title when recorded in the Registers of Deeds office.

Introduced By Esq. Charles Thacker, V.Chrmn. Public Bldg. Comm

ACTION: AYE NAY PASSED

Seconded By Esq._

Roll Call _____

Date Submitted 12-2-19

Voice Vote _____

Nancy J. Davis
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor Jim Lee, County Mayor

Mayor's Action: Approved _____ Veto _____



Norfolk Southern Corporation
Contracts & Conveyancing
185 Spring Street, S.W.
Atlanta, Georgia 30303
Tel: 404 529- 2342

August 11, 1986
74-BAD-918

Mr. Phillip L. Boyd
Hawkins County Attorney
P. O. Box 289
Rogersville, TN 37857-0289

RE: Donation by Southern Railway Company to Hawkins County of property in
Rogersville, Hawkins County, Tennessee, having a fair market value of
\$23,000.00

Dear Phillip:

Enclosed please find the original Deed of Donation for your permanent
keeping. I only require the original mortgage releases for our permanent file.

Sincerely,

A handwritten signature in black ink, appearing to read "B. A. Dean", with a long horizontal line extending to the right.

Bruce A. Dean
Assistant Manager

BAD:cm

Enclosure

STATE OF TENNESSEE
COUNTY OF HAWKINS

THIS DEED OF DONATION, made and entered into
on this 25th day of June, 1986, by
and between SOUTHERN RAILWAY COMPANY, a

corporation organized under the laws of the Commonwealth of Virginia,
hereinafter referred to as Grantor, and HAWKINS COUNTY, an instrumentality of
government pursuant to the laws of the State of Tennessee, hereinafter
referred to as Grantee,

WITNESSETH: That for and in consideration of the public interest and
in order to promote the public welfare for Hawkins County, Tennessee, GRANTOR,
does hereby donate and quitclaim unto GRANTEE, its successors and assigns, the
following described parcel of land situated in the Town of Rogersville,
Hawkins County, Tennessee, more particularly described as follows:

All that piece or parcel of land situate, lying and being
in the Town of Rogersville, Hawkins County, Tennessee, and
being more particularly described as follows:

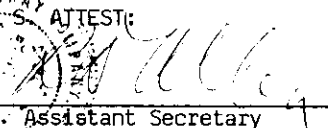
BEGINNING at the northeasterly corner of the intersection
of Broadway Street and Depot Street, said point being the
TRUE POINT OF BEGINNING; and go thence, Northwardly along
the easterly right-of-way line of Depot Street a distance
of 124 feet, more or less, to the Southern Railway Company
northerly right-of-way line; thence, Eastwardly along
Southern Railway Company's northerly right-of-way line
(said right-of-way line being 100 feet Northwardly from, as
measured normal to, the center line of the abandoned track)
a distance of 350 feet, more or less, to a point on the
westerly right-of-way line of Church Street; thence,
Southwardly along the westerly right-of-way line of Church
Street a distance of 135 feet, more or less, to a point on
the northerly right-of-way line of Broadway Street; thence,
Westwardly along the northerly right-of-way line of
Broadway Street a distance of 363 feet, more or less, to
the point of beginning. Said piece or parcel of land
containing 1.59 acres, more or less, and being located
substantially as shown on print of Drawing TA-85-0158-R1,
dated May 10, 1985, revised July 23, 1985, attached hereto
and made a part hereof.

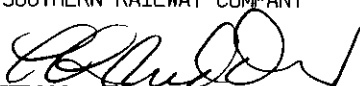
SUBJECT, however, to such easements and restrictions as may appear of
record or as may be apparent from an examination of the premises.

GRANTOR, further donates all improvements on the above described
parcel, including but not limited to the depot building located thereon;
however, Grantor makes no warranty as to the habitability or condition of said
improvements - all such improvements being donated in "as is" condition.

TO HAVE AND TO HOLD unto the said Grantee, its successors and
assigns, together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, Southern Railway Company has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized the day and year first hereinabove written.

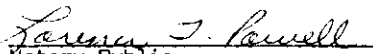
ATTEST:

Assistant Secretary

SOUTHERN RAILWAY COMPANY
By 
Vice President

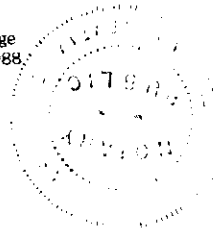
STATE OF Georgia)
COUNTY OF Fulton)

Before me, Loren J. Powell, a Notary Public of the state and county aforesaid, personally appeared P.R. Rudder, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be vice president of Southern Railway Co., the within named bargainor, a corporation and that he, as such vice president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as vice president.

WITNESS my hand and seal, at office in Atlanta, Georgia, this 25th day of June, 1986.


Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Feb. 19, 1988



Deed Prepared by:

Bruce A. Dean
Attorney at Law
Norfolk Southern Corporation
185 Spring Street
Atlanta, Georgia 30303

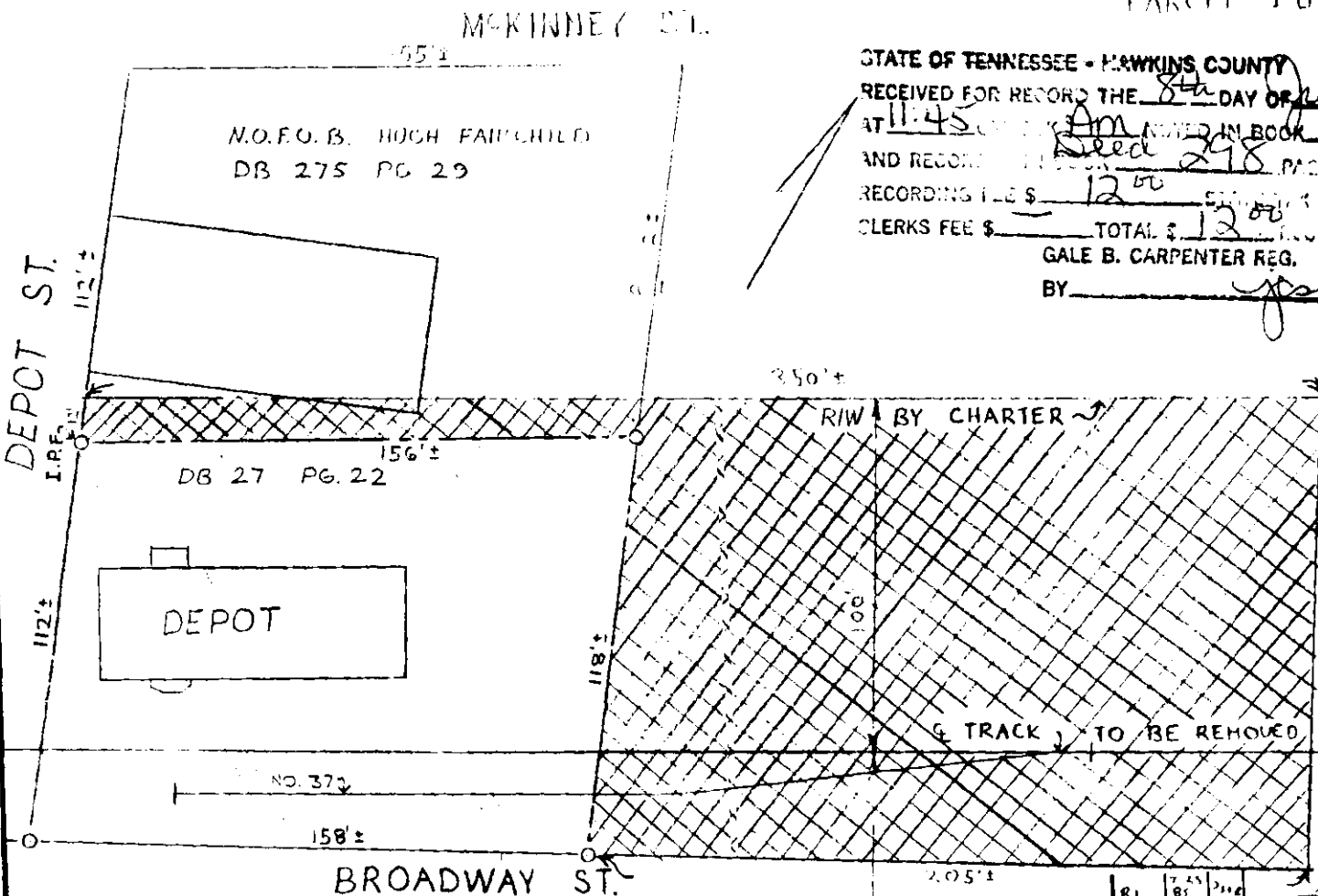
BAD:cm
6/16/86
73918
7862b

HAWKINS COUNTY, TENN.
 VAL. SIC. 5/6 MAP 4
 PARCEL 16

STATE OF TENNESSEE - HAWKINS COUNTY

RECEIVED FOR RECORD THE 8th DAY OF July, A.D., 1986
 AT 11:45 AM IN BOOK 332 PAGE 218
 AND RECORD IN BOOK 218 PAGE 0775
 RECORDING FEE \$ 12.00
 CLERKS FEE \$ 12.00 TOTAL \$ 24.00 RECEIPT NO. _____

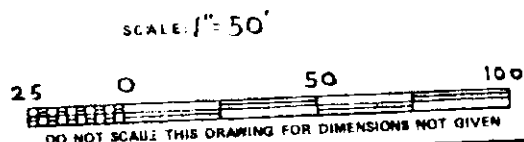
GALE B. CARPENTER REG.
 BY _____ DEPUTY



PROPERTY TO BE CONVEYED
 SHOWN 0.41 ACRE

PROPERTY TO BE CONVEYED
 SHOWN 1.18 ACRE

TOTAL 1.59 ACRE



REV.	DATE	BY	REVISION DESCRIPTION
R1	7-25-86	MMB	ADD AREA - CHARTER

SOUTHERN RAILWAY SYSTEM

OFFICE OF AVT. MMB'S ATLANTA, GA.

ROGERSVILLE, TENN.

DEPOT PROPERTY TO BE CONVEYED TO TOWN OF ROGERSVILLE, TENN.

DES. NO. 1	FILE NO. 155-753	DWG. NO. TA-85-0158-R1
DR. 3	VAL. MAP 571/4 M.P.D.-4	DATE 5-10-85

TA 85-0158-R1

STATE OF NEW YORK,)
)
County of New York.)

THIS DEED OF RELEASE, made this 2 day of June, 1986,
from

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation,
hereinafter styled TRUSTEE, to

SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled
RAILWAY COMPANY.

W I T N E S S E I H That

WHEREAS, by Indenture dated October 2, 1894, the Railway Company
made, executed, and delivered to Central Trust Company of New York (now
Manufacturers Hanover Trust Company) a mortgage or deed of trust known as
FIRST CONSOLIDATED MORTGAGE DEED, recorded among other places in the Hawkins
County Registry Record Book 4, Page 1 on November 5, 1894; and

WHEREAS, the Railway Company has conveyed or contracted to convey the
property hereinafter described and has requested the Trustee, after complying
with all the applicable provisions of said mortgage, to release the said
property from the lien of said mortgage.

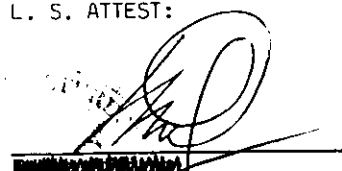
NOW, THEREFORE, in consideration of the premises and other good and
valuable considerations, receipt whereof is hereby acknowledged, the Trustee
does hereby release from the lien of said mortgage and convey to the RAILWAY
COMPANY, its successors and assigns, forever,

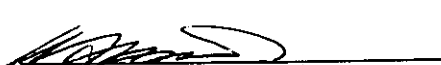
All of the real property described on the attached Exhibit A
consisting of one (1) page and identified by the signature on each such page
of the officer executing this Deed of Release on behalf of the Trustee. The
lien of said mortgage shall remain unimpaired as to all land or property not
herein conveyed or heretofore released.

IN WITNESS WHEREOF, the Trustee has caused this Deed of Release to be
executed in its behalf, and its corporate seal to be hereunto affixed and
attested by its officers thereunto duly authorized, as of the day and year
first above written.

L. S. ATTEST:

MANUFACTURERS HANOVER TRUST COMPANY,
By


ASSISTANT VICE PRESIDENT


Vice President.

This instrument was prepared by

Bruce Dean

STATE OF New York)
COUNTY OF New York)

Before me, Kathy A. Murphy, a Notary Public of the state and county aforesaid, personally appeared D.A. Ursitti, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be vice president of Manufacturers Hanover Trust Company, the within named bargainer, a corporation and that he, as such vice president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in New York, New York,
this 2 day of JUNE, 1986.

Kathy A. Murphy
Notary Public

KATHY A. MURPHY
Notary Public, State of New York
No. 60-4825140
Qualified in Westchester County
Certificate Issued in New York County
Commission Expires July 31, 1988

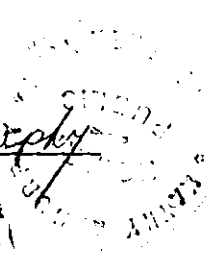


EXHIBIT A

All that piece or parcel of land situate, lying and being in the Town of Rogersville, Hawkins County, Tennessee, and being more particularly described as follows:

BEGINNING at the northeasterly corner of the intersection of Broadway Street and Depot Street, said point being the TRUE POINT OF BEGINNING; and go thence, Northwardly along the easterly right of way line of Depot Street a distance of 124 feet, more or less, to the Southern Railway Company northerly right of way line; thence, Eastwardly along Southern Railway Company's northerly right of way line (said right of way line being 100 feet Northwardly from, as measured normal to, the center line of the abandoned track) a distance of 350 feet, more or less, to a point on the westerly right of way line of Church Street; thence, Southwardly along the westerly right of way line of Church Street a distance of 135 feet, more or less, to a point on the northerly right of way line of Broadway Street; thence, Westwardly along the northerly right of way line of Broadway Street a distance of 363 feet, more or less, to the point of beginning. Said piece or parcel of land containing 1.59 acres, more or less.

MANUFACTURERS HANOVER TRUST COMPANY,

By [Signature]
Vice President

STATE OF TENNESSEE - HAWKINS COUNTY
RECEIVED FOR RECORD THE 8th DAY OF July, 1986
AT 11:45 O'CLOCK AM, ENTERED IN BOOK 335 PAGE 335
AND RECORDED IN BOOK 36 PAGE 443
RECORDING FEE \$ 12.00 STATE TAX \$ -
CLERKS FEE \$ - TOTAL \$ 12.00 RECEIPT NO. -
GAIL B. CARPENTER REG.
BY [Signature] DEPUTY

7-8-11 4:57 AM
1250

STATE OF NEW YORK,)
County of New York.)

THIS INDENTURE, made this 22nd day of May, 1986, by and between

THE CHASE MANHATTAN BANK (National Association), a national banking association, created and existing under and by virtue of the laws of the UNITED STATES OF AMERICA, herein acting as Trustee under First and General Mortgage of Southern Railway Company, The Atlanta and Charlotte Air Line Railway Company, Georgia Southern and Florida Railway Company, and Southern Railway-Carolina Division to The Chase Manhattan Bank, Trustee, dated June 1, 1963, (recorded among other places in Hawkins County Registry Trust Book 75, Page 223 on June 26, 1963); hereinafter for convenience styled TRUSTEE, party of the first part, and

SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled RAILWAY COMPANY, party of the second part,

W I T N E S S E T H: That

WHEREAS, on or about the 1st day of June, 1963, Southern Railway Company, together with The Atlanta and Charlotte Air Line Railway Company, Georgia Southern and Florida Railway Company, and Southern Railway-Carolina Division did make, execute, and deliver to The Chase Manhattan Bank, as Trustee, a mortgage or deed of trust known as FIRST AND GENERAL MORTGAGE, bearing date on that day, whereby certain lines of railway and other property then owned and thereafter to be acquired, including the property hereinafter specifically described, were conveyed to said Trustee, in trust, to secure the payment of the principal and interest of and upon bonds issued and to be issued under said mortgage; and

WHEREAS, The Chase Manhattan Bank was converted into a national banking association under the name The Chase Manhattan Bank (National Association), effective September 23, 1965, which conversion was without effect on the continuity of the business, including the business of acting as corporate trustee, and the corporate existence of The Chase Manhattan Bank; and

WHEREAS, the Railway Company has agreed to donate the property hereinafter described, and in order that good title thereto, free of encumbrances, may be vested in the donee thereof, has requested the

This instrument was prepared by
Bruce Dean

Trustee, pursuant to the provisions of Section 6.08 (page 72) of said mortgage hereinbefore mentioned, to release the said property from the lien of said mortgage, having complied with the conditions in and by said mortgage imposed upon the release of property from the lien thereof;

NOW, THEREFORE, in consideration of the premises, of the sum of ONE DOLLAR to the Trustee paid by said Railway Company, and of other good and valuable considerations, receipt whereof is hereby acknowledged, the Trustee, in accordance with the provisions to that end contained in said mortgage, does hereby release from the lien of said mortgage, to wit, the First and General Mortgage, dated June 1, 1963, as supplemented or as may be supplemented, and of the bonds issued and to be issued under and secured by said mortgage, unto the said

SOUTHERN RAILWAY COMPANY, its successors and assigns, forever,

ALL of the real property described on the attached Exhibit A consisting of one (1) page and identified by the signature of the officer executing this deed of release on behalf of the Trustee.

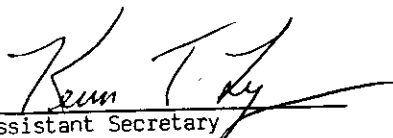
No other and no more land or property than that hereinbefore described is hereby released. The recitals herein contained are based upon representations made by the Railway Company in its application to the Trustee for the release from the above mentioned mortgage of the premises herein described, and the Trustee assumes no responsibility therefor.

This instrument is executed by the Trustee and is accepted by the Railway Company without any covenants of title or representations or warranties of title by the Trustee express or implied, in law or in equity.

IN WITNESS WHEREOF, The Chase Manhattan Bank (National Association), Trustee, has caused this indenture to be executed in its behalf, and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, the day and year first above written.

L. S. ATTEST:

THE CHASE MANHATTAN BANK
(National Association),


Assistant Secretary

By 
Second Vice President.



STATE OF New York)
COUNTY OF New York)

Before me, Della K. Benjamin, a Notary Public of the state and county aforesaid, personally appeared Ronald A DeSorbo, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Second Vice president of Chase Manhattan Bank, the within named bargainer, a corporation and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Second Vice President.

WITNESS my hand and seal, at office in New York,
this 22nd day of May, 1986.

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-465827
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987



EXHIBIT A

All that piece or parcel of land situate, lying and being in the Town of Rogersville, Hawkins County, Tennessee, and being more particularly described as follows:

BEGINNING at the northeasterly corner of the intersection of Broadway Street and Depot Street, said point being the TRUE POINT OF BEGINNING; and go thence, Northwardly along the easterly right of way line of Depot Street a distance of 124 feet, more or less, to the Southern Railway Company northerly right of way line; thence, Eastwardly along Southern Railway Company's northerly right of way line (said right of way line being 100 feet Northwardly from, as measured normal to, the center line of the abandoned track) a distance of 350 feet, more or less, to a point on the westerly right of way line of Church Street; thence, Southwardly along the westerly right of way line of Church Street a distance of 135 feet, more or less, to a point on the northerly right of way line of Broadway Street; thence, Westwardly along the northerly right of way line of Broadway Street a distance of 363 feet, more or less, to the point of beginning. Said piece or parcel of land containing 1.59 acres, more or less.

THE CHASE MANHATTAN BANK
(National Association)

By R. J. Sando
Second Vice President

STATE OF TENNESSEE - HAWKINS COUNTY
RECEIVED FOR RECORDS THE 8th DAY OF July, 1986
AT 11:45 O'CLOCK AM NOTED IN BOOK 131 PAGE 59
AND RECORDED IN BOOK 36 PAGE 434
RECORDING FEE \$ 10.00 STATE TAX \$ _____
CLERKS FEE \$ _____ TOTAL \$ 10.00 RECEIPT NO. _____
GALE B. CARPENTER REC.
BY gpc DEPUTY

LEASE AGREEMENT

THIS AGREEMENT, made and entered into on this the 12th day of May, 1987, by and between HAWKINS COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, the party of the first part, hereinafter referred to as "Lessor", and the ROGERSVILLE HERITAGE ASSOCIATION, a charitable, non-profit corporation, the party of the second part, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of a certain tract of parcel of land situate in the Fourth Civil District of Hawkins County, Tennessee, and in the Town of Rogersville, and lying at the northeast corner of the intersection of Depot Street and Broadway, and extending eastwardly from Depot Street to Church Street, and which tract or parcel is presently improved with a structure formerly used as a railway depot by the Southern Railway Company; and

WHEREAS, Lessor desires to let or lease said property to Lessee, and Lessee desires to rent and lease said property from Lessor, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) DOLLARS, cash in hand paid, and the matters hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby rents and leases unto Lessee, and Lessee hereby takes and leases from Lessor, the above described property and premises, upon the following terms and conditions, to-wit:

1. This lease shall extend for a period of 99 years, beginning with the date hereof and ending at 12:00 midnight on the 11th day of May, 2086.

2. Lessor covenants that it is legally seized and possessed of said property and premises; has a good and lawful right to let and lease the same and that it will put Lessee in open, quiet and peaceful possession of said property from the first day of the term hereof and will warrant and defend said property and premises and the title thereto against the lawful claims of all persons whomsoever during the term of the lease.

3. It is mutually agreed that the leased premises shall be used only for projects and purposes sponsored by or sanctioned by the Lessee, including but not limited to: a museum, art, handicraft, farm, business and industrial displays and exhibits, plays, concerts, tourism and patriotic promotions, public tours and meetings, community activities, seasonal festivals and such other functions as may be reasonably deemed by Lessee to be of general community interest, subject to objection by Lessor as to any such other functions.

4. In the event Lessee should cease to exist or the leased premises should not be used in the manner aforesaid in paragraph three (3) or Lessee should violate any material provisions of this lease without correction of same after 30 days notification of Lessor to do so, then this lease shall, at such time, be deemed null and void, and possession of the premises shall immediately revert to Lessor or its assigns.

5. Lessee acknowledges that it has examined the leased premises, accepts the same as they now stand in their present condition and covenants to return the same to Lessor at the termination of this lease in as good a condition as when received, ordinary wear and tear excepted.

6. It is mutually agreed that the outside architectural style of the depot building located on the premises shall be maintained during the term of this lease. Lessee may, however, modify the interior of said building to accommodate the purposes set forth in paragraph three (3) above.

7. Lessee shall, at its own expense, insure all personal property owned by Lessee and stored or placed on the leased premises, hereby releasing Lessor from any and all liability from damage which may arise from fire or other casualties. Lessor shall be responsible for maintaining fire and casualty and liability insurance on the real property, including the improvements located thereon.

8. Lessee covenants that it will maintain said premises within the regulations of the Historical Zoning Board of the Town of

Rogersville and will not do or permit to be done any noxious or offensive activities so as to damage the premises or be in violation of any state law or city ordinance.

9. Lessee covenants that it will not allow any commercial operations on the premises, except such operations as may be necessary or desirable to further the purposes set forth in paragraph three (3) above.

10. Lessor and its representatives may enter the leased property at any time reasonably convenient with Lessee, for the purpose of inspecting and making repairs and alterations as necessary for the safety and preservation of the property.

11. Lessee hereby agrees and binds itself and its assigns to hold Lessor harmless and/or fully indemnify same from any and all damages or causes of action which occur on said leased premises, which are caused by, either directly or indirectly, Lessee's possession of said leased premises (or its assigns) during the period of this agreement; unless such damages are paid thru Lessor's liability fire and casualty insurance coverage.

12. Lessee may not assign or sublet this lease without the express written consent of Lessor.

13. The covenants, terms and conditions of this lease, or any renewals thereof, shall extend to and be binding upon the assigns and legal successors of the parties hereto, as if they were in every case named and expressed.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above written.

HAWKINS COUNTY, TENNESSEE

By: _____

G. Douglas Price,
County Executive

ROGERSVILLE HERITAGE ASSOCIATION

By: _____

Tommy V. Young
President

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, G. DOUGLAS PRICE, COUNTY EXECUTIVE OF HAWKINS COUNTY, TENNESSEE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the County Executive of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 13 day of May, 1987.

My Commission Expires:
1-38-90

Emily C. Gladson
Notary Public

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, Tommy W. Young, PRESIDENT OF ROGERSVILLE HERITAGE ASSOCIATION, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 13 day of May, 1987.

My Commission Expires:
1-38-90

Emily C. Gladson
Notary Public

TOWN OF ROGERSVILLE

CITY COUNCIL
MARK DeWITTE
ELOISE EDWARDS
BRIAN HARTNESS
BILL HENDERSON
CRAIG KIRKPATRICK
SONDA PRICE

P.O. Box 788
106 East Kyle Street
Rogersville, Tennessee 37857
(423) 272-7497
Fax: (423) 272-9451

WATER COMMISSION
EDWIN PACE, CHAIRMAN
JACKIE CHARLES
MARK DeWITTE
ELOISE EDWARDS
CRAIG KIRKPATRICK
BILL SHARP

November 27, 2019

Martha Wallace
Office of Hawkins County Mayor
150 East Washington Street
Rogersville, TN 37857


Re: Depot Property

Dear Ms. Wallace:

Please be advised that at the regular meeting of the Board of Mayor and Aldermen of the Town of Rogersville, held on November 12, 2019, the Board agreed to accept title to the Train Depot property subject to the lease currently in effect with The Heritage Association of Rogersville.

Should you require additional information please feel free to contact me.

Sincerely yours,



William E. Phillips

JWR:WEP
xc: Glenn D. Hutchens, Jr., City Recorder
Jim Sells, Mayor

WILLIAM E. PHILLIPS
City Attorney

JIM SELLS
Mayor

GLENN D. HUTCHENS, JR.
City Recorder

WILLIAM PEARSON
Water Dept.

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 16TH DAY OF DECEMBER, 2019.

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
DRUG COURT					
Increase Expenditure			Increase		
53330-189	Other Salaries & Wages	31,537.00	486.00		32,023.00
53330-201	Social Security	2,413.00	38.00		2,451.00
53330-204	State Retirement	2,208.00	34.00		2,242.00
	Sub-total Expenditures	\$ 36,158.00	\$ 558.00	\$ 0.00	\$ 36,716.00
Decrease Reserve				Decrease	
34520	Restricted/Administration of Justice	610,987.00		(558.00)	610,429.00
	Sub-total Reserve	610,987.00	0.00	(558.00)	610,429.00
The above increase is needed to cover increased payroll cost for this employee due to employee having previous work experience with the BOE. Experience was within the acceptable 3 year range of being gone from the county. Funding will come from grant funds and any remaining will go against reserve.					
CHANCERY COURT					
Increase Expenditure			Increase		
53400-708	Communication Equipment	0.00	1,642.00		1,642.00
	Sub-total Fund Balance	0.00	1,642.00	0.00	1,642.00
Decrease Expenditure				Decrease	
34520	Restricted/Administration of Justice	605,584.00		(1,642.00)	603,942.00
	Sub-total Expenditures	\$ 605,584.00	0.00	(1,642.00)	603,942.00
The above increase is to cover the cost to purchase a conference phone, installation, and accessories to be used in Chancery Court. Due to the increased need for multiple line conference calls related to adoptions and other court proceedings the current phone could no longer handle those needs. Funding will come from reserves.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Reserve and Undesignated Fund Balance	\$ 1,216,571.00	\$ 0.00	\$ (2,200.00)	\$ 1,214,371.00
	Page Totals- Expenditures	\$ 36,158.00	\$ 2,200.00	\$ 0.00	\$ 38,358.00

INTRODUCED BY: John Metz

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 12-2-19

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: Nancy A. Davis

ABSENT _____

APPROVED _____ DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

Mayor Jim Lee

Mayor's Action: Approved _____ Veto _____

Account Number	Description				
	COUNTY BUILDINGS	Current Budget			Amended Budget
	Increase Expenditure		Increase		
51800-351	Rentals	20,577.00	1,900.00		22,477.00
	Decrease Expenditures			Decrease	
51800-307	Communication	30,000.00		(1,900.00)	28,100.00
	Sub-total Expenditures	\$ 50,577.00	\$ 1,900.00	\$ (1,900.00)	\$ 50,577.00
The above increase in rentals is needed to cover the current cost of rental properties for Hawkins County.					
Funding will come from a transfer within county building's budget, no new money.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 50,577.00	\$ 1,900.00	\$ (1,900.00)	\$ 50,577.00

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2019/12/07

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:

NOTARY PUBLIC APPROVAL DURING THE DECEMBER 16, 2019 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUSINESS ADDRESS
1. HOWARD D. BOWLIN	326 OAK GROVE ROAD ROGERSVILLE, TN. 37857	151 SILICA ROAD (SHORT MOUNTAIN TRUCKING) MOORESBURG, TN. 37811
2. JOANNE W. BROOKS	250 WEST CANEY CREEK ROAD ROGERSVILLE, TN. 37857	210 EAST MAIN STREET (CIVIS BANK) ROGERSVILLE, TN. 37857
3. MARK E. FORD	116 TARPINE VALLEY ROAD ROGERSVILLE, TN. 37857	2631 EAST STONE DRIVE (EASTMAN CREDIT UNION) KINGSPORT, TN. 37660
4. DEBBIE ALVIS HELTON	121B FIRE HALL ROAD ROGERSVILLE, TN. 37857	WEST MAIN STREET, PO BOX 820 (FIRST COMMUNITY) ROGERSVILLE, TN. 37857
5. BETHANY MCFALL	660 OLD HIGHWAY 11W MOORESBURG, TN. 37811	201 WEST MORRIS BOULEVARD (REGIONS BANK) MORRISTOWN, TN. 37813
6. SARAH L. RUSSELL	5259 HIGHWAY 66 NORTH ROGERSVILLE, TN. 37857	210 EAST MAIN STREET (CIVIS BANK) ROGERSVILLE, TN. 37857

(Seal)

Clerk of the County of Hawkins, Tennessee

Date