

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
September 19, 2022

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on September 19, 2022 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Mr. David Reha, 5th district, spoke wanting to refine the process after receiving a zoning violation.

Ms. Misty Keenan, Director of Chamber of Commerce, announced she will continue the role as Director of Chamber of Commerce. Ms. Keenan passed out the tourism report. Ms. Keenan announced the Governors College Fishing Tournament will be held in Cheatham County.

Public Forum closed at 6:07 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:07 P.M

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Abby Short called the roll. There being Twelve Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

County Clerk, Ms. Abby Short assumed the Chair.

County Clerk Ms. Abby Short asked for nominations for the purpose of electing a Chairperson for the Legislative Body for Fiscal Year September 1, 2022 through August 31, 2023.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to nominate Mr. Tim Williamson as Chairman of the County Legislative Body for Fiscal Year September 1, 2022 through August 31, 2023.

Motion approved by acclamation. See Resolution 2.

Chairman Mr. Tim Williamson assumed the Chair.

Chairman Mr. Tim Williamson asked for nominations for the purpose of electing a Pro Tem for the Legislative Body for Fiscal Year September 1, 2022 through August 31, 2023.

Mr. David Anderson nominated Mr. Walter Weakley, Mr. Mike Breedlove nominated Ms. Diana Lovell for Pro Tem of the County Legislative Body.

Resolution to elect Mr. Walter Weakley as Pro Tem passed by roll call vote. 7 Weakley, 5 Lovell. See Resolution 3.

David Anderson	Weakley	Bill Powers	Weakley
Calton Blacker	Lovell	Walter Weakley	Weakley
Ann Jarreau	Weakley	Diana Pike Lovell	Lovell
Tim Williamson	Weakley	Eugene O. Evans, Sr.	Weakley
Chris Gilmore	Lovell	James Hedgepath	Weakley
B.J. Hudspeth	Lovell	Mike Breedlove	Lovell

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:13 P.M

The following was advertised to be heard:

Brenda Goad requesting a Zone Change from E1 to R1 for Map 7, Parcel 49. Property is located at 1650 Old Clarksville, in the 3rd voting district and is not in a Special Flood Hazard Area.

No one spoke for or against this change.

UNFINISHED BUSINESS

Rezone from R1 to C3 for Map 56, Parcel 31.01. Property is located at 2005 Petway Road, in the 5th voting district and is not in a Special Flood Hazard Area.

Claire Hooper spoke explaining her zone change request.

Clate Reed spoke in opposition of the zone change request and had all opposing the rezone in the audience to stand.

Betty Groves spoke in opposition of the zone change request.

John Moore spoke in opposition of the zone change request.

Public Hearing closed at 6:25 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. B.J. Hudspeth, seconded by Mr. Calton Blacker to approve the Zone Change request for Brenda Goad, from E1 to R1 Map 7, Parcel 49. Property is located at 1650 Old Clarksville in the 3rd voting district and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 4.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to approve the rezone from R1 to C3 for Map 56, Parcel 31.01. Property is located at 2005 Petway Road, in the 5th voting district and is not in a special flood hazard area.

Motion failed by roll call vote 6 Yes 6 No 0 Absent.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	No
Tim Williamson	Yes	Eugene O. Evans, Sr.	No
Chris Gilmore	No	James Hedgepath	No
B.J. Hudspeth	No	Mike Breedlove	No

Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans Sr. to approve the September 19, 2022 Legislative Body Meeting Agenda.

Motion approved by voice vote. See Resolution 5.

Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans Sr. to approve the Minutes from the August 15, 2022 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 6.

Chairman Mr. Tim Williamson opened the floor for nominations for the 2nd District School Board position.

Ms. Amber Locke stated she would appreciate consideration for the position.

Motion was made by Mr. Chris Gilmore, seconded by Mr. Bill Powers to appoint Ms. Amber Locke as 2nd district School Board Member for a term beginning September 2022 and ending November 2022.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

County Mayor Kerry McCarver swore in Ms. Amber Locke as the 2nd district School Board Member.

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTIS: Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the following Budget Amendment to the County General Fund:

Budget Amendments - County General

<i>County Clerks Office</i>	<i>\$7,777.00</i>
<i>Other Emergency Management</i>	<i>\$3,305.51</i>

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Mr. Mike Breedlove to approve a list of County General assets as surplus:

Surplus Items – County General

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the following:

- A.) *Budget Committee members: Tim Williamson, Chris Gilmore, David Anderson, & Diana Lovell*
- B.) *Mayor's signature on MBI contract regarding the buildout at Sycamore Square for the Election Office and UT Extension.*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

County Mayor Mr. Kerry McCarver appointed Ms. Diana Lovell to replace Donnie Jordan on the Jail Committee Board.

County Mayor Mr. Kerry McCarver appointed C.H. Hannah as Commissioner for Second South Cheatham Utility District Term August 2022-August 2026.

County Mayor Mr. Kerry McCarver invited questions.

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to table the resolution establishing Civil Penalty for building without a permit until the next workshop.

Motion approved by voice vote. See Resolution 11.

County Attorney Mr. Michael Bligh presented, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the resolution establishing procedure for reconsideration of previous actions.

Motion approved by voice vote. See Resolution 12.

County Attorney Mr. Michael Bligh presented, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to approve the contract with Ingram on the Thompson Road Property.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 13.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

OTHER COUNTY OFFICIALS

COUNTY CLERK- MS. ABBY SHORT: A copy of the Oaths and Bonds for elected officials are on file in the Clerk's Office. A copy of the Letter of Agreement for Circuit and General Sessions is on file in the Clerk's Office.

STANDING COMMITTEES

Motion was made by Mr. Mike Breedlove, seconded by Mr. Eugene O. Evans, Sr. to appoint Ms. Diana Lovell as Chairman of the Beer Board.

Motion approved by voice vote. See Resolution 14.

Motion was made by Mr. Eugene O. Evans, Sr, seconded by Ms. Diana Lovell to appoint Mr. Chris Gilmore as Chairman of the Education Committee.

Motion approved by voice vote. See Resolution 15.

COUNTY RECORDS COMMITTEE – A copy of the Committee Minutes are on file in the Clerk's Office.

Motion was made by Mr. Calton Blacker, seconded by Mr. Mike Breedlove to appoint Mr. Walter Weakley as Chairman of the Road and Bridge Committee.

Motion approved by voice vote. See Resolution 16.

Motion was made by Mr. B.J. Hudspeth, seconded by Mr. Eugene O. Evans, Sr. to delete the Commercial Development Committee.

Motion approved by voice vote. See Resolution 17.

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to appoint Mr. Chris Gilmore as Chairman of the Technical Committee.

Motion approved by voice vote. See Resolution 18.

Motion was made by Mr. Calton Blacker, seconded by Mr. Mike Breedlove to appoint Mr. David Anderson as Chairman of the Calendar, Rules, and Nominating Committee.

Motion approved by voice vote. See Resolution 19.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to appoint Mr. Calton Blacker as Chairman of the Capital Improvements Committee.

Motion approved by voice vote. See Resolution 20.

Motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to appoint Mr. Eugene O. Evans, Sr. as Chairman of the Insurance Committee.

Motion approved by voice vote. See Resolution 21.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to appoint Mr. B.J. Hudspeth as Chairman of the Emergency Committee.

Motion approved by voice vote. See Resolution 22.

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans Sr. to approve the following consent Agenda:

Notaries

Jessica B. Aker

Kaylee Biggs

Zelma Cantrell

Brittany M. Cramer

Tammy Krantz

Crystal Taylor

Amy Bagwell

Margaret Brady

Jessie Chandler

Michael Guthrie

Donna J. McWhorter

Susan G. Turnbloom

Wanda Baker

Katelyn Busby

James F. Clemmons

Thomas B. Hale

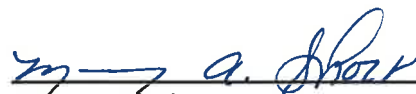
Veronica Lynn Stockton

Motion approved by voice vote. See Resolution 23.

County Mayor Mr. Kerry McCarver reminded everyone that the worksession will be held on October 6th at 4:30 PM.

Motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans Sr. to adjourn at 7:02 P.M.

Motion approved by voice vote. See Resolution 24.



County Clerk



Legislative Body Chairman

RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: September 19, 2022
MOTION BY:
SECONDED BY:

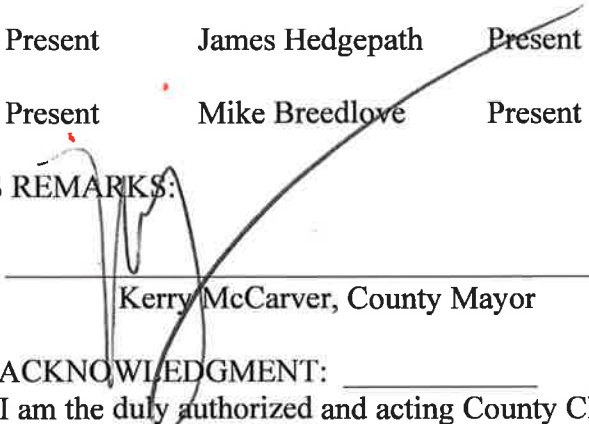
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23th day of September 2022.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Elect Mr. Tim Williamson as Chairman Of The County Legislative Body
DATE: September 19, 2022
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

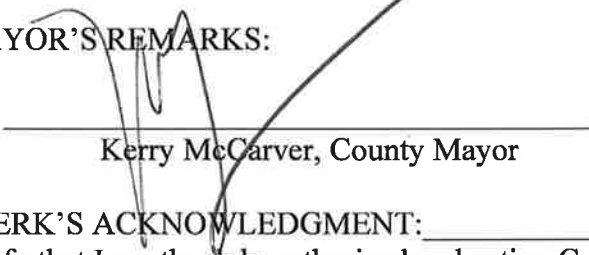
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Tim Williamson is elected Chairman of the Cheatham County Legislative Body for Fiscal Year September 1, 2022 through August 31, 2023.

RECORD: Approved by acclamation.

- | | |
|----------------|----------------------|
| David Anderson | Bill Powers |
| Calton Blacker | Walter Weakley |
| Ann Jarreau | Diana Pike Lovell |
| Tim Williamson | Eugene O. Evans, Sr. |
| Chris Gilmore | James Hedgepath |
| B.J. Hudspeth | Mike Breedlove |

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 23rd day of September 2022.





Abby Short, County Clerk

RESOLUTION: 3

RESOLUTION TITLE: To Elect Mr. Walter Weakley As Chairman Pro Tem Of
The County Legislative Body

DATE: September 19, 2022

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. James Hedgepath

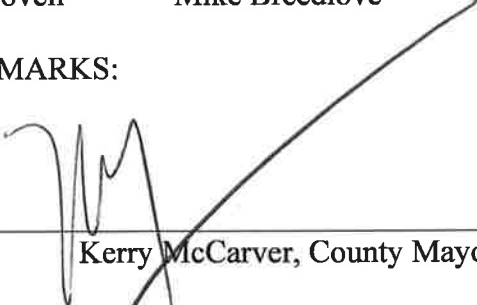
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Walter Weakley is elected Chairman Pro Tem for the Fiscal Year September 1, 2022 through August 31, 2023.

RECORD: Approved by roll call vote 7 Weakley 5 Lovell 0 Absent.

David Anderson	Weakley	Bill Powers	Weakley
Calton Blacker	Lovell	Walter Weakley	Weakley
Ann Jarreau	Weakley	Diana Pike Lovell	Lovell
Tim Williamson	Weakley	Eugene O. Evans, Sr.	Weakley
Chris Gilmore	Lovell	James Hedgepath	Weakley
B.J. Hudspeth	Lovell	Mike Breedlove	Lovell

COUNTY EXECUTIVE'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____
I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable David McCullough, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.



Abby Short, County Clerk



RESOLUTION: 4

RESOLUTION TITLE: To Approve A Zone Change Request From E1 To R1 For Property Located At 1650 Old Clarksville Pike

DATE: September 19, 2022

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Calton Blacker

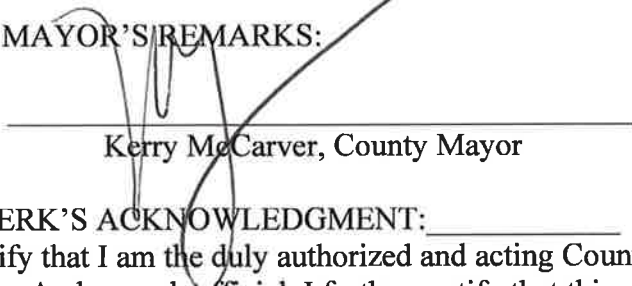
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Brenda Goad from E1 to R1 for Map 7, Parcel 49, property is located at 1650 Old Clarksville Pike in the 3rd Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

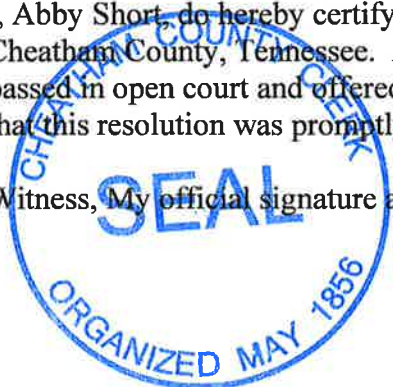


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 23rd day of September 2022.





 Abby Short, County Clerk

RESOLUTION: 5
RESOLUTION TITLE: To Approve Agenda
DATE: September 19, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Eugene O. Evans, Sr.

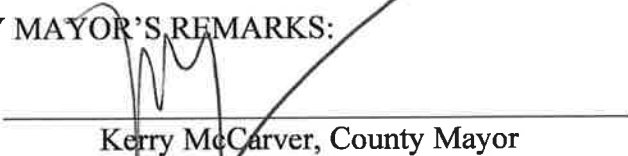
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the September 19th, 2022 Legislative Body meeting is approved.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 6
RESOLUTION TITLE: To Approve Minutes
DATE: September 19, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Eugene O. Evans, Sr.

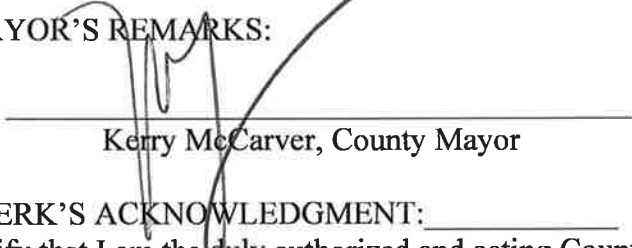
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the August 15th, 2022 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 7
RESOLUTION TITLE: To Appoint Amber Locke To 2nd District School Board
DATE: September 19, 2022
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. Bill Powers

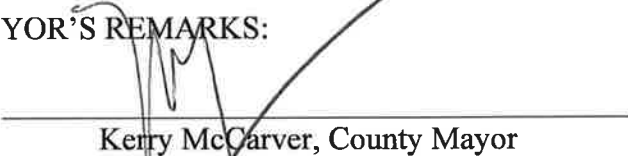
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Ms. Amber Locke is appointed 2nd district School Board Member for a term beginning September 01, 2022 and ending November 30, 2022.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 8 (A)

RESOLUTION TITLE: To Authorize The Following Budget Amendments To The County General Fund

DATE: September 19, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the County Clerk’s Office a supplement of one Deputy Clerk for the creation of a position titled Senior Deputy – Recorder.

Whereas, the Senior Deputy – Recorder position pay will be in line with Senior Deputy on the pay scale.

Whereas, the difference in pay from Deputy Clerk and Senior Deputy – Recorder will be funded from the County Clerks Restricted additional fees titling and registration fund.

Whereas, the title change will be effective September 1, 2022.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendment to the County General Fund:

NOTE: The following amendments are to move funds from a reserve for purchases in the 2022-2023 fiscal year

County Clerk's Office		
101-34515-07	Restricted For Finance	\$7,777.00
101-52500-106-01	Deputy(ies)	\$7,777.00

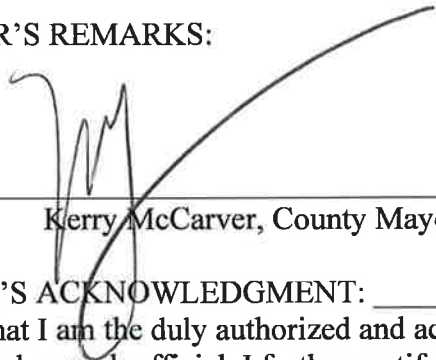
Transfer funds from County Clerk's Additional Title and Registration Fee reserve to supplement the salary for the Senior Deputy Recorder (difference between Deputy and Senior Deputy pay). This is an annual supplement. Approval of this Budget Amendment also approves the corresponding Resolution.

Budget Vote (9/12/2022): 5 Yes 0 No 0 Absent
Funding Source: Various

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.


Abby Short, County Clerk

RESOLUTION: 8 (B)

RESOLUTION TITLE: To Authorize The Following Budget Amendments To The County General Fund

DATE: September 19, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

NOTE: Other amendments

Other Emergency Management

101-47220	Civil Defense Reimbursement	\$3,305.51	
101-54490-790	Other Equipment		\$3,305.51

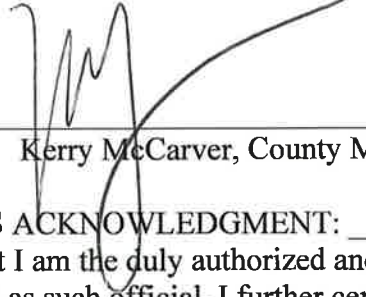
Transfer revenue increase from the Emergency Management Performance Grant to the expenditure line items will be purchased from

*Budget Vote (9/12/2022): 5 Yes 0 No 0 Absent
Funding Source: Various*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.



Abby Short, County Clerk

RESOLUTION: 9
RESOLUTION TITLE: To Authorize The Surplus Of The Following County Assets
DATE: September 19, 2022
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, and receipt proceeds of sale to the County General Fund: 101-44530 (Sale of Equipment) / 101-44145 (Sale of Recycled Materials):

Department: County Clerk

*Items: 1 Executive Style Desk
1 Cannon Copier C2030 Image Runner
7 Desk Chairs*

Items have reached end of life. Once approved for surplus, items will be disposed of.

Department: County Clerk

*Items: 1 Bookshelf
2 File Cabinets
1 Desk*

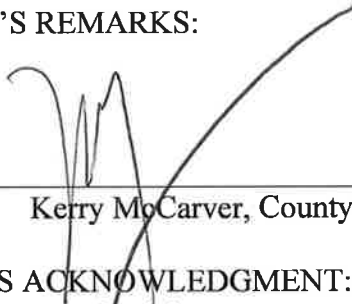
Once approved for surplus, item will be recycled or disposed of.

*Budget Vote: 5 Yes 0 No 0 Absent
Funding Source: None*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

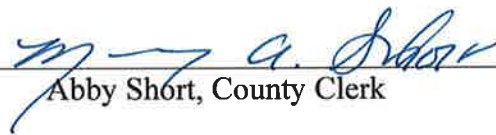


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.



Abby Short, County Clerk

RESOLUTION: 10 (A)
RESOLUTION TITLE: To Approve Tim Williamson, Chris Gilmore, David Anderson, And Diana Lovell As Budget Committee Members
DATE: September 19, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. David Anderson

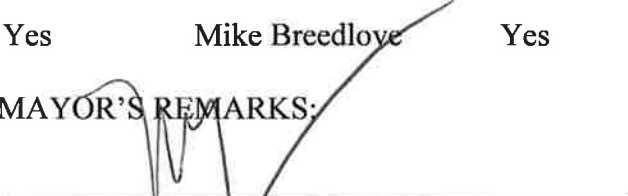
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Tim Williamson, Chris Gilmore, David Anderson, and Diana Lovell as Budget Committee Members.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

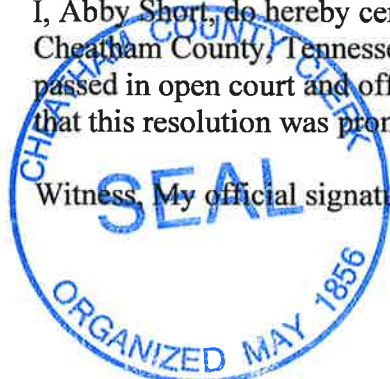
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 10 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On MBI Contract Regarding The Buildout At Sycamore Square For The Election Office And UT Extension

DATE: September 19, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

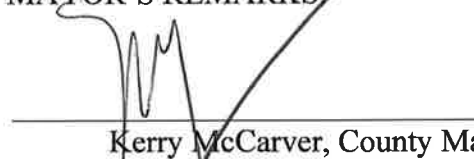
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the contract regarding the buildout at Sycamore Square for the Election Office and UT Extension is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.





Abby Short, County Clerk

September 7, 2022

Mayor Kerry McCarver
Cheatham County Government
350 Frey Street
Ashland City, TN 37015

Re: Cheatham County Offices TI
MBI Comm. No.220796

Dear Mayor McCarver:

We are very pleased that you have decided to request a proposal from this firm to provide professional services with reference to the above captioned project. If you find this proposal acceptable, we will prepare an AIA B101 agreement for our services. Please be assured that we will do our utmost to service you professionally and efficiently. If at any time you have any questions or concerns, please contact the undersigned at once.

PROJECT INFORMATION

Item	Description
Proposed Improvements / Use	Tenant Improvement for the Cheatham County Election Commission and UT Extension offices.
Site Location	318 Frey Street, Ashland, TN 37015
Estimated Square Footage	5,000 Square Feet (split between two (2) tenants)
Proposed Building Construction	Metal stud partition walls within existing structure
Program	See attached Exhibit A

SCOPE OF BASIC SERVICES

- MBI includes customary architectural, fire protection, mechanical, plumbing, and electrical engineering services
- Assist the Client in filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- The existing ceiling height in the space shall be maintained.
- Security layouts/design is excluded.
- Design/Permitting for an exterior storage shed is excluded.
- Electrical lighting/devices shall be added/relocated as required, but the existing electrical service shall be utilized.
- Mechanical ducts/devices shall be added/relocated, but the existing units shall be utilized.
- Design for spaces outside of the 5,000 SF tenant space will be performed as an additional service.

DATA COLLECTION PHASE

- The Client shall provide PDF scans of all available drawings of the existing building.
- MBI shall physically verify the locations of architectural components such as walls, ceilings, and doors.
- Mechanical and electrical systems will be verified to the extent required to complete the design for the new spaces.
- MBI shall document the existing architectural components for use during the Design Phase.

DESIGN PHASE

- MBI shall review the program and other information furnished by the Client and shall review laws, codes, and regulations.

Chattanooga
University Tower
651 E. Fourth Street, Suite 500
Chattanooga, TN 37403
(o) 423.756.5046

Knoxville
299 N. Weisgarber Road
Knoxville, TN 37919
(o) 865.584.0999

- MBI shall discuss with the Client the Client's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project and shall reach an understanding with the Client regarding the Project requirements.
- Based on the Project requirements, MBI shall prepare Design Documents for the Client's approval consisting of drawings and other documents appropriate for the Project.
- MBI shall submit the Design Documents to the Client and request the Client's approval.
- MBI will participate in Two (2) planning and design meetings with the Owner / Client during the design phase.
- MBI will provide up to Two (2) schematic design concepts.

CONSTRUCTION DOCUMENT PHASE SERVICES

ARCHITECTURE

- Based on the Client's approval of the Design Documents, MBI shall prepare for the Client's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work.
- Submit the Construction Documents to the Client, and make appropriate recommendations to the Client to adjust the Project's size, quality or budget, if necessary. Client shall cooperate with MBI in making such adjustments.
- Following the Client's approval of the Construction Documents, MBI shall assist the Client in awarding and preparing contracts for construction.

ENGINEERING

- **PLUMBING**
 - Determine applicable codes.
 - Perform calculations to determine sewer and plumbing pipe sizes.
 - Create plumbing floor plans and details.
 - Specify plumbing fixtures.
- **FIRE PROTECTION**
 - Scope of Services will include full specifications, indication of the zones and densities required per code, coordination with the Client's insurance carrier and hydraulic calculations demonstrating availability of adequate water volume, pressure for protection of the area of greatest demand and provision of locations and sprinkler heads for this area prepared by the Mechanical Engineer.
 - Client shall provide a flow test prior to fire protection design services beginning.
- **MECHANICAL**
 - Determine temperature and humidity requirements based on Client's needs.
 - Perform heating and cooling load calculations.
 - Create duct floor plans and details.
 - Specify mechanical equipment and accessories
- **ELECTRICAL**
 - **GENERAL**
 - Generic seismic installation details for applicable electrical equipment will be provided if required.
 - **LIGHTING**
 - Lighting layout will be provided via calculations adhering to IESNA requirements per each space allocation and fixture specifications as determined from the Client and/or Engineer.
 - Egress lighting will be provided throughout the space per the latest edition of the International Building Code.
 - **GENERAL POWER**
 - Provide general receptacle layout and equipment coordination as applicable.
 - **POWER DISTRIBUTION**
 - Verify and utilize existing electrical service and panels per calculations and distribution as applicable.
 - **FIRE ALARM**
 - Provide Fire Alarm system layout/specification as applicable to code and/or Client requirement(s).
 - **COMMUNICATIONS**
 - MBI will provide a design including 1" conduit routed to the nearest accessible ceiling space for extension as required at each back box location.

PERMITTING

- MBI will submit the documents and associated application paperwork to the local building department for plan review. If plan review comments are issued, MBI will revise the documents as needed to respond to the comments and resubmit them back to the building department. Associated plan review fees, if any, shall be paid by the Client.

BIDDING

- MBI will electronically submit the Construction Documents to a local printing company or a web based file hosting service such as DropBox or Google Drive and Planrooms where potential prime bidders can obtain and reproduce them at their own expense.
- MBI will provide the Client with electronic copies of the documents. Hard copies can be provided as a Reimbursable Expense.
- MBI will attend a pre-bid meeting which will be held near the Project site.
- MBI will receive, review and tabulate the bids and make recommendation to the Client of the apparent successful bidder.

CONSTRUCTION PHASE SERVICES

- MBI will provide customary Construction Phase Services as indicated or negotiated in the AIA B101 Agreement.

SCHEDULE

- Data Collection Phase - MBI estimates Ten (10) business days from written authorization to proceed.*
- Design Phase – MBI estimates Fifteen (15) business days from written authorization to proceed.*
- Construction Documents Phase - MBI estimates Twenty (20) business days from written authorization to proceed. *

**Protracted delays will result in additional services and extended schedule.*

DELIVERABLES

- Design Phase – Floor Plans
- Construction Document Phase - MBI shall prepare for the Client’s approval Construction Documents consisting of Drawings and Specifications book setting forth in detail the requirements for the construction of the Work

FEE

Based on the above program, the following lump sum fees or a percentage basis will be required for the scopes outlined herein:

Item	Compensation	Total: \$107,500.00
Data Collection Phase	Ten percent – 10%	
Design Phase	Thirty percent – 30%	
Construction Documents	Thirty percent – 30%	
Permitting	Included	
Bidding	Five percent – 5%	
Construction Phase Services	Twenty-Five percent – 25%	
Additional Services	Quoted as requested – approved in advance of proceeding	

MBI’s fees for additional services will be the product of the hours worked for the type of services performed multiplied by the hourly rates for the professionals and staff performing the services. Please see attached hourly rates. Direct personnel costs include base salary, payroll taxes, insurance and benefits. Fees for additional services will be submitted for approval prior to start of services.

Thank you again for allowing us to provide you with this proposal. If you have any questions, please contact Cory Griffis
coryg@mbicompanies.com..

By signing this proposal, you authorize MBI to begin work while an AIA agreement is reached in good faith.

Sincerely,
MBI Companies Inc.

Jay Henderlight
Principal

Cheatham County Government

(Authorized Signature)

(Print Authorized Signature)

(Title of Person Authorized to Sign)

ACCEPTED AND AGREED TO THIS

____ DAY OF _____, 20__

The space program provided by the Client is as follows:

Election Commission (approximately 2,000 SF):

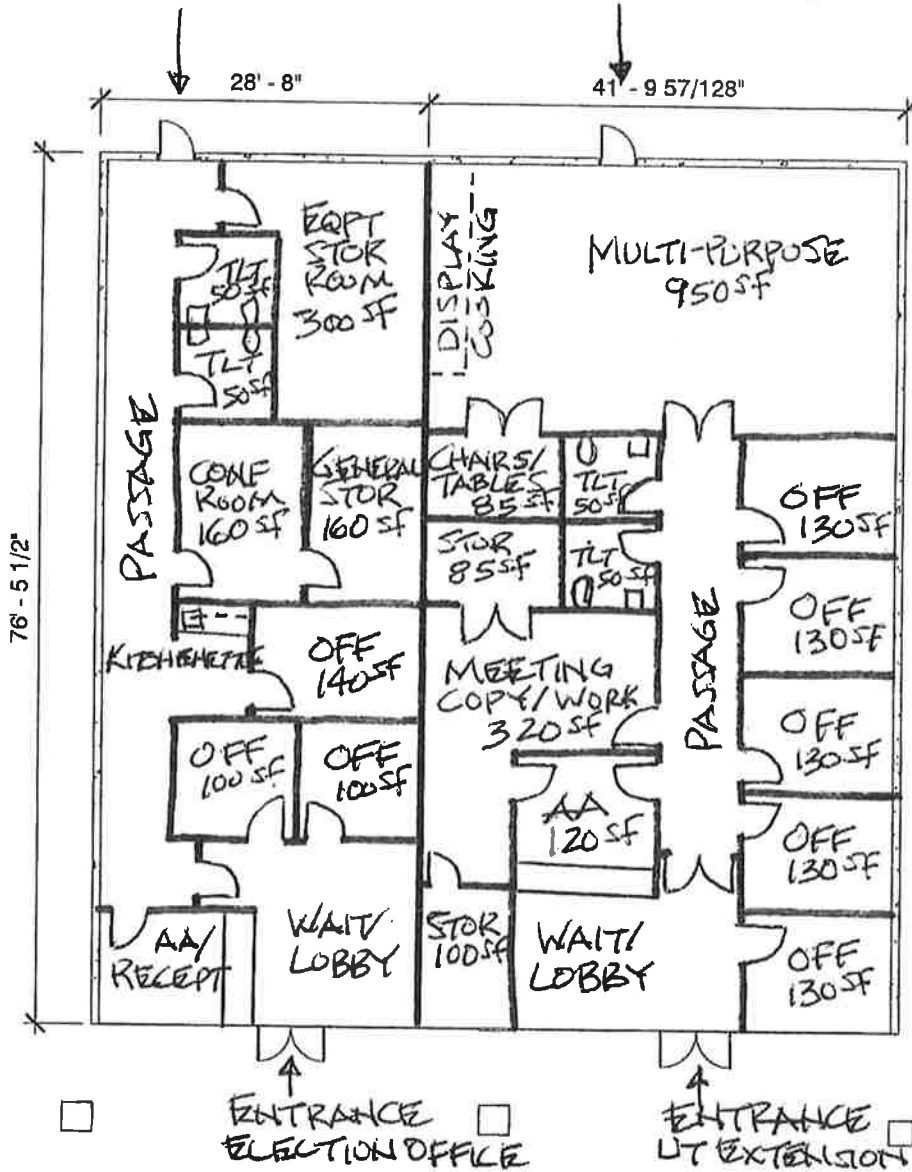
- Reception Area with desk to service the public with workspace for copy machine, letter folding machine
- Election Equipment Storage Room with a drop-down work shelf for setting equipment. Electrical outlets every 4 feet on the wall with the work shelf.
- General Storage Room
 - Will store Kardvevor machine and election files.
 - Data closet will be located in this storage room.
- (2) small private offices that have a clear view of the reception area.
- Large private office
- (1) Male and (1) Female Restroom
- Kitchenette
- 10-person conference room

UT Extension (approximately 3,000 SF):

- Multi-purpose room (includes educational space with some retractable ceiling electrical outlets for griddles or computers, and demonstration kitchen at the backside of the room, with two stove/oven units and 2 sinks.
 - This room should be located at the back of the building for access from the back door for night use by staff and volunteers. This room should be able to be closed off from the rest of the office (separated by double doors if possible).
- (5) offices for agents.
- Lobby for greeting clientele and completing various paper work.
- Administrative Assistants office – separated from lobby by a counter top.
- Workroom space/office equipment/staff meetings, (next to the Administrative Assistants office for easy/close access).
- Storage area (no particular dimensions), with double door entrance.
- Closet for table/chair storage.
- (1) Male and (1) Female Restroom

REAR ENTRY
ELECTION OFFICE

REAR ENTRY
UT EXTENSION



FLOOR PLAN SCALE 1/16" = 1'

CHEATHAM COUNTY OFFICES

220796
09/07/22

316 FREY ST. ASHLAND CITY, TN 37015

RESOLUTION: 11
RESOLUTION TITLE: To Table The Resolution Establishing Civil Penalty For Building Without A Permit
DATE: September 19, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. David Anderson

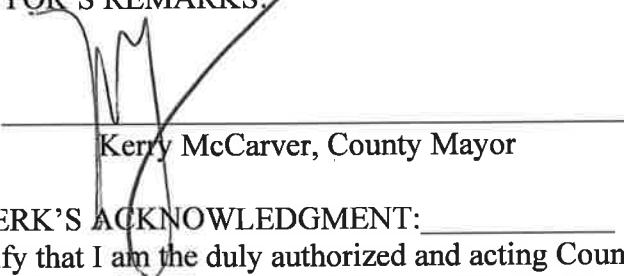
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Resolution establishing Civil Penalty for building without a permit has been tabled until the October Commission Meeting.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 23rd day of September 2022.



Abby Short, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Approve The Resolution Establishing Procedure For Reconsideration Of Previous Actions

DATE: September 19, 2022

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Legislative Body is asked from time to time to reconsider previous actions; and

Whereas the Cheatham County Legislative Body wishes to establish a rule of procedure allow reconsideration of previous actions in appropriate circumstances.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Session Court Room of Cheatham County Tennessee as follows:

1. No resolution that has been adopted or rejected by the Cheatham County Legislative Body shall be again considered for action within twelve (12) months of the original vote unless two-thirds (2/3) of the Commissioners request in writing to the Chairman that the matter be again placed on the agenda for consideration. The foregoing shall be in addition to all other requirements for placing items on the agenda.
2. This Resolution shall go into effect upon adoption, the public welfare requiring it.

RECORD: Approved by voice vote.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

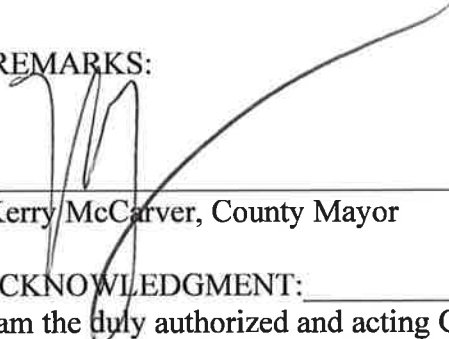
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 23rd day of September 2022.



Abby Short, County Clerk



RESOLUTION: 13

RESOLUTION TITLE: Resolution Approving the Sale of Cheatham County's Thompson Road Property and Approving the Purchase and Sale Agreement

DATE: September 19, 2022

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Cheatham County owns certain real property consisting of approximately forty (40) acres located on Thompson Road in Ashland City, Tennessee known as 1037 Thompson Road and identified as Tax Map 065, Parcel 86.00 (the "Property"); and

Whereas the Property was formerly used by the Cheatham County Highway Department and the Cheatham County School District, but both have now relocated their operations; and

Whereas Cheatham County is currently using only approximately one (1) acre of the Property for the operation of a convenience center for the collection of solid waste; and

Whereas it is in the best interest of Cheatham County to dispose of the Property; and

Whereas a buyer has been identified who wishes to purchase the Property; and

Whereas the Cheatham County has the power pursuant to Tennessee Code Annotated § 5-7-101 to make any order for the disposition of its property.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Session Court Room of Cheatham County Tennessee as follows:

1. The Cheatham County Legislative Body hereby determines that it is in the best interest of Cheatham County to dispose of the Property upon the terms and conditions set forth herein.
2. The Cheatham County Legislative Body hereby approves the sale of the Property to Ingram Barge Company, LLC for a purchase price of two million five hundred thousand (\$2,500,000) dollars upon the term and conditions set forth herein.
3. The sale of the property shall be in accordance with the Purchase and Sale Agreement (the "Agreement") attached hereto as Exhibit A and incorporated herein.

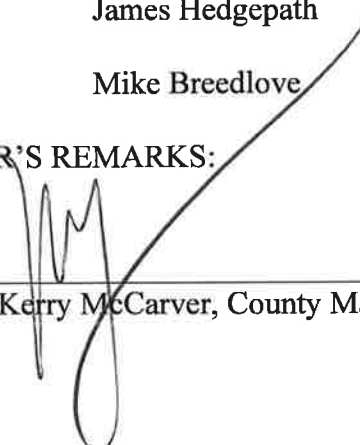
4. The form, content, and provisions of the Agreement as presented to this meeting of the Cheatham County Legislative Body and attached hereto as Exhibit A are in all particulars approved and the County Mayor is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Agreement in the name, and on behalf of the County.
5. The Agreement is to be in substantially the form now before this meeting of the Cheatham County Legislative Body, or with such changes therein as shall be approved by the County Mayor, his execution thereof to constitute conclusive evidence of the approval of any and all such changes, insertions or revisions.
6. The County Mayor, the County Clerk, the County Trustee, the County Attorney, and the Director of Accounts and Budes and all other appropriate officials of Cheatham County are hereby authorized, empowered, and directed, to do any and all acts and things, and to execute, acknowledge and deliver all such documents, instruments and certifications, as may in their discretion, be necessary or convenient to implement or comply with the intent of this Resolution, the Agreement as executed and delivered and the closing of the sale.
7. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the County requiring it.

A copy of the contract is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.



Abby Short, County Clerk



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated for reference purposes as of September ___, 2022, but effective as of the date the last of the parties signs and delivers this Agreement as shown on the signature block set forth below (the "Effective Date"), by and between Seller and Purchaser.

Purchaser wants to purchase the Property (as defined below) and Seller wants to sell the Property, all upon the terms and conditions set forth in this Agreement. Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE 1: BASIC INFORMATION

1.1 Basic Information.

(a) "Closing" means the completion of the purchase and sale contemplated by this Agreement by the deliveries required under Article 7 hereof.

(b) "Closing Date" means the date that is forty-five (45) days after the expiration of the Inspection Period or the next business day if it falls on a Saturday or Sunday, unless extended in accordance with Section 6.3.

(c) "Inspection Period" means the period commencing on the Effective Date and continuing through 6:00 p.m. central time on the day that is ninety (90) days after the Effective Date.

(d) "Earnest Money Delivery Deadline" means the date that is three (3) Business Days after the Effective Date.

(e) "Earnest Money" means \$250,000.00.

(f) "Escrow Agent" means the Title Company (defined below).

(g) "Environmental Law" means any Law relating to pollution, the preservation or protection of the environment, or the protection of human health (to the extent related to exposure to Hazardous Materials), including, without limitation, the following: the Comprehensive Environmental Response, Compensation, and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act (to the extent related to exposure to Hazardous Materials); the Federal Water Pollution Control Act; the Endangered Species Act; the National Environmental Policy Act; the Washington State Environmental Policy Act; and the Federal Insecticide, Fungicide, and Rodenticide Act.

(h) "Law" means all applicable federal, state, local, tribal, and foreign laws, rules, regulations, statutes, orders, ordinances, codes, licenses, permits, and administrative and judicial precedents, including applicable principles of common law.

(i) "Material Damage" means damage which exceeds five percent (5%) of the Purchase Price to repair or which cannot be repaired within thirty (30) days.

(j) "Property Information Deadline" means the date that is five (5) Business Days after the Effective Date.

(k) "Purchase Price" means \$2,500,000.00.

(l) "Purchaser" means Ingram Barge Company LLC, a Tennessee limited liability company, or its assignees.

(m) Intentionally Deleted

(n) "Seller" means Cheatham County, Tennessee, a Tennessee County governmental entity.

(o) "Title Company" means First American Title Insurance Company, 611 Commerce Street, Suite 3101, Nashville, Tennessee 38203, Attn.: Jodean King Email: JodKing@firstam.com.

(p) "Title and Survey Review Period" means the period commencing on the Effective Date and ending on the date that is thirty (30) days after receipt of the later of the Title Commitment or the Survey.

(q) "To Seller's Knowledge" means the actual knowledge of Cheatham County Mayor Kerry McCarver and Cheatham County Superintendent of Roads Robert Hester, or any combination thereof ("Seller's Knowledge Parties").

1.2 Closing Costs. Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment, search and exam fee	Purchaser
Premium for ALTA Owner's Title Insurance Policy	Purchaser
Premium for any additional endorsements desired by Purchaser and the premium for any lender's policy; provided, however, the Purchaser shall be entitled to the benefit of the reduced simultaneous issue rate.	Purchaser
Costs of Survey and/or any revisions, modifications or re-certifications thereto	Purchaser
Recording fees associated with the transfer of title to Purchaser	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes or other similar taxes, fees or assessments associated with the transfer of title to Purchaser	Purchaser
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser: ½ Seller: ½
Any mortgage taxes or fees associated with Purchaser's financing	Purchaser

1.3 Notice Addresses.

<u>Purchaser:</u> Ingram Barge Company LLC 4400 Harding Pike Nashville, TN 37205 Attn: Hank Ingram Phone: 615-517-3128	<u>Seller:</u> Cheatham County, Tennessee 350 Frey Street Ashland City, Tennessee 37015 Attn: County Mayor Phone: 615-792-4316
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Email: Hank.Ingram@ingram.com	Email: kerry.mccarver@cheathamcountyttn.gov
Copy to: Ingram Barge Company LLC 4400 Harding Pike Nashville, TN 37205 Attn: Legal Department Email: LegalDept@ingrambarge.com	Copy to: Law Office of Michael B. Bligh 750 Old Hickory Blvd, Bldg. 2, Suite 150 Brentwood, TN 37027 Attn: Michael B. Bligh Phone: 615-669-6507 Email: mbligh@blighlegal.com

ARTICLE 2: PURCHASE AND SALE

2.1 Purchase of Property. Subject to the terms and conditions of this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following property (collectively, the “Property”):

(a) all of that tract or parcel of improved real estate located at _____ (Parcel # _____), more particularly described on **Exhibit A** attached hereto (the “Land”), together with all improvements and fixtures located thereon (collectively, the “Improvements”) and all right, title and interest of Seller in and to (i) all plants, shrubs and trees located thereon, (ii) any land lying in or under any body of water or the bed of any nonpublic street or road, open or proposed, adjacent to such Land, (iii) all easements, hereditaments and privileges appurtenant to the foregoing Land, (iv) all oil, gas, hydrocarbon and other minerals (whether similar or dissimilar) in, on or under, or that may be produced from, such Land, (v) all zoning rights, entitlements, air rights, development rights, water rights, minerals, oil, gas and other hydrocarbon substances on or under the Land, (vi) all air rights, water, water rights, riparian rights and water stock relating to the Land and any rights of way or other appurtenances used in connection with the beneficial use and enjoyment of the Land, and (vii) all other rights, privileges and appurtenances in any way related to or for the benefit of the foregoing Land (the Land, the Improvements and all items listed in (i) through (vii) above are sometimes collectively referred to herein as the “Real Property”); specifically excepted from this conveyance are any of Seller’s rights in the right of way of any public roads or alleys.¹

(b) All of Seller’s right, title and interest, if any, in and to all of the following items now or hereafter owned by Seller and used in the ownership, use or operation of the Real Property (to the extent assignable (the “Intangible Personal Property”) including without limitation, any and all guaranties, warranties, indemnities, development rights, entitlements, signage rights, plans, specifications: (i) licenses, permits and approvals relating to the ownership and/or operation of the Real Property, and (ii) all other items of intangible personal property owned by Seller and used in connection with the ownership, use, maintenance, service or operation of the Real Property.

2.2 Deposit. Prior to 6:00 p.m. central time on the Earnest Money Delivery Deadline, Purchaser shall deposit the Earnest Money, in immediately available funds, with the Title Company, evidencing Purchaser’s good faith to perform Purchaser’s obligations under this Agreement. If required by the Title Company, Seller and Purchaser will execute the Title Company’s commercially reasonable and standard form escrow agreement as modified to reflect limitations on the Sellers imposed by state law.

¹ NTD, discuss possible carve out of existing convenience center.

ARTICLE 3: INSPECTION

3.1 Property Information. Prior to the Property Information Deadline, Seller shall deliver to Purchaser the items listed on Exhibit B attached hereto, to the extent the same are in Seller's possession or control or otherwise obtainable by Seller prior to the Property Information Deadline without any out-of-pocket costs to Seller. Collectively, the items listed on Exhibit B shall be referred to herein as the "Property Information."

The Property Information, other than matters of public record or ascertainable or available in the public domain, furnished to, or obtained through inspection of the Property by, Purchaser or its affiliates, lenders, investors, partners, members, employees, advisors, representatives, consultants or agents (collectively, the "Purchaser Parties") relating to the Property will be treated by Purchaser as confidential through Closing Date, and will not be disclosed to anyone other than (a) to the Purchaser Parties, (b) to Purchaser's title companies, surveyors and such other parties as may be reasonably necessary in connection with Purchaser's due diligence review of the Property, (c) as may reasonably be necessary for Purchaser to enforce its rights under this Agreement, and/or (d) as may be required by applicable Law. Purchaser shall promptly return to Seller or destroy all Property Information if Closing does not occur.

3.2 Inspection. During the Inspection Period, Purchaser and the Purchaser Parties may enter upon the Real Property for the purpose of conducting such investigations, inspections, studies, surveys, sampling, tests, design of improvements and other actions as Purchaser deems appropriate or necessary in its sole discretion (including, without limitation "Phase I" and "Phase II" environmental site assessments, soil borings and water sampling). All entries onto the Real Property shall be with 24-hour advance written notice to Seller, at reasonable times during normal business hours unless otherwise agreed to in writing between the parties. If any inspection or test materially disturbs the Property and Purchaser shall not consummate the Closing in accordance with its rights hereunder, Purchaser will restore the Property to the same or reasonably similar condition as existed before the inspection or test. Purchaser shall indemnify, defend and hold harmless Seller from and against any and all losses, costs, damages, claims, or liabilities directly caused by the inspections performed by Purchaser or the Purchaser Parties pursuant to this Agreement; provided, however, that excluded from the foregoing indemnity are any losses, costs, damages, claims, or liabilities (a) relating to pre-existing conditions upon the Property to the extent that such pre-existing conditions are not materially exacerbated by the gross negligence or willful misconduct of Purchaser or any of the Purchaser Parties' or (b) arising from the negligence or willful misconduct of Seller or its contractors, employees, agents, representatives or other parties under Seller's control. This indemnity and the aforesaid agreement to restore any damage shall survive the Closing and any termination of this Agreement for a period of six (6) months.

3.3 Termination During Inspection Period. If Purchaser determines, in its sole discretion, before the expiration of the Inspection Period that (1) the Property is unacceptable for Purchaser's purposes for any reason, or (2) if Purchaser otherwise elects to not proceed with its purchase of the Property for any reason or for no reason, then Purchaser shall have the right to terminate this Agreement by giving to Seller written notice of such termination on or before the expiration of the Inspection Period. Promptly thereafter, but not as a condition precedent to Purchaser exercising its right to terminate this Agreement nor to receiving a refund of the Earnest Money in connection therewith, Purchaser shall return the Property Information to Seller that it has not destroyed. If Purchaser delivers the aforementioned termination notice prior to the end of the Inspection Period, this Agreement shall terminate, the Earnest Money shall be refunded by Escrow Agent to Purchaser without any further consent required from Seller and neither party shall have any further rights, obligations or liabilities hereunder except for those provisions that by their express terms survive the termination of this Agreement. If Purchaser does not deliver written notice of termination prior to the end of the Inspection Period, this Agreement will remain in full force and effect and the Earnest Money shall be non-refundable to Purchaser except as otherwise expressly set forth in this

Agreement. Notwithstanding the foregoing, Seller shall be entitled to retain from the Earnest Money, and Escrow Agent shall pay to Seller, following any timely termination of this Agreement pursuant to this Section 3.3, the sum of \$100.00 as independent consideration for the transaction contemplated by this Agreement.

ARTICLE 4: TITLE AND SURVEY REVIEW

4.1 Title and Survey Review.

(a) Title Commitment. Promptly upon execution of this Agreement, Purchaser shall cause the Title Company to issue, through counsel for Purchaser, a title insurance commitment covering the Real Property (the "Title Commitment"), agreeing to issue to Purchaser, upon recording of the Deed (as hereinafter defined), a 2006 ALTA Owner's Extended Coverage Title Insurance Policy (the "Title Policy") in an amount equal to the Purchase Price, subject only to the Permitted Exceptions (as hereinafter defined). Purchaser, at its option and expense, may order an ALTA/ASCM survey of the property (the "Survey"). During the Title and Survey Review Period, Purchaser shall review the Title Commitment, documents and information pertaining to the exceptions to title listed in the Title Commitment and the Survey.

(b) Title and Survey Objections. Purchaser may advise Seller in writing, not later than the expiration of the Title and Survey Review Period, as to what exceptions or other matters shown on the Title Commitment and/or Survey, if any, are not acceptable to Purchaser (collectively, the "Title Objections"). All title exceptions set forth in the Title Commitment and all matters shown on the Survey that are not mentioned as part of Purchaser's Title Objections shall be deemed approved by Purchaser. In the event Purchaser fails to deliver notice of Purchaser's Title Objections prior to the expiration of the Title and Survey Review Period, Purchaser shall be deemed to have approved all exceptions set forth on the Title Commitment and all matters shown the Survey; provided however, that Seller agrees that it shall discharge, prior to Closing, all monetary liens and encumbrances affecting the Real Property other than the non-delinquent taxes and assessments, regardless whether Purchaser shall provide written notice of its objection to same. Seller shall have five (5) Business Days after receipt of Purchaser's Title Objections to give Purchaser notice that, as to each of Purchaser's Title Objections, (a) Seller will remove or otherwise cure such Title Objection (or afford the Title Company the necessary information or certifications to permit it to insure over such exception) at or before Closing, at Seller's cost, or (b) Seller elects not to remove or otherwise cure such Title Objection. Seller's failure to provide notice to Purchaser within such five (5) Business Day period in response to any of Purchaser's Title Objections shall be deemed an election by Seller not to remove or cure such Title Objection. If Seller so notifies, or is deemed to have notified, Purchaser that Seller will not remove or cure any or all of the Title Objections, or if Seller, after having elected to cure any of the Title Objections, notifies Purchaser that Seller is unable to effect a cure of such Title Objections prior to Closing, then, in either instance, Purchaser shall have five (5) Business Days to determine whether (i) to proceed with the purchase and take the Property subject to those Title Objections that Seller did not agree to cure or remove (in which event such title exceptions shall be deemed approved by Purchaser) or (ii) to terminate this Agreement in its entirety, and if so terminated, the Earnest Money shall be refunded to Purchaser without any further consent required from Seller and neither party shall have any further rights, obligations or liabilities hereunder except for those provisions that survive the termination of this Agreement. Purchaser's failure to give Seller timely notice shall be deemed to be an election by Purchaser under clause (i) above. Following the expiration of the Title and Survey Review Period, Purchaser shall have the right to cause the Title Commitment and/or Survey to be updated. If any additional exceptions or other matters that would be reasonably expected to materially or adversely affect the Real Property or Purchaser's intended use thereof are added to the Title Commitment or Survey following such update, then such matters shall not be deemed Permitted Exceptions, and Purchaser may object, and Seller may cure, such matters in the manner set forth in this Section 4.1(b).

4.2 Permitted Exceptions. “Permitted Exceptions” shall mean: (a) all easements, restrictions of record and other exceptions and title matters shown on the final updated Survey or the Title Commitment approved in writing, or deemed approved, by Purchaser pursuant to Section 4.1 above; (b) matters affecting title created by or with the written consent of Purchaser; and (c) liens to secure taxes and assessments not yet due and payable; provided, however, that Permitted Exceptions shall not include (i) matters that Seller has either agreed to cure or remove as provided in Section 4.1 or that Seller is obligated to cure or remove as provided in this Section 4.2, (ii) matters that are removed by the Title Company from the Title Commitment prior to the expiration of the Inspection Period or from any pro forma policy provided by the Title Company to Purchaser or its counsel, or which the Title Company has otherwise agreed in writing prior to the expiration of the Inspection Period to remove from the Title Policy to be issued at the Closing, or (iii) all liens against all or part of the Property not caused by Purchaser, including any deed of trust, mortgage, mechanics’, or similar lien or encumbrance that can be satisfied and discharged with the payment of a specified amount of money (“Liens”). Seller shall remove, at Seller’s sole cost and expense, on or prior to the Closing Date, all Liens. For avoidance of doubt, Purchaser shall have no obligation to object to any Liens in its Title Objections, it being understood that no Lien shall be deemed a Permitted Exception.

ARTICLE 5: SELLER COVENANTS AND RISK OF LOSS

5.1 Affirmative Covenants. Between the Effective Date and the earlier of the Closing Date or termination of this Agreement, Seller shall, at Seller’s sole cost and expense:

- (a) operate, maintain, insure and repair the Property substantially in the same manner consistent with Seller’s operation, maintenance, insuring and repair of the Property prior to the Effective Date;
- (b) pay all utility and other service charges accrued through the date of Closing;
- (c) perform all obligations of Seller under all applicable Laws ;
- (d) subject to Section 5.3 below, complete the Remediation Actions;
- (e) promptly deliver to Purchaser copies of all written notices of violations of Laws and promptly notify Purchaser of all judgments, claims and litigation affecting any part of the Property;
- (f) promptly after the delivery or receipt thereof, deliver to Purchaser copies of all notices concerning Seller or the Property, which relate to releases of Hazardous Materials affecting the Property or any actual or threatened condemnation of the Property or any portion thereof given by or on behalf of any federal, state or local agency, and copies of all other correspondence sent, filed, served on or received by Seller from any federal, state or local agency affecting the Property from and after the Effective Date;
- (g) promptly notify Purchaser of the threat of or actual institution of any litigation, arbitration, administrative hearing before any court or governmental agency concerning or affecting the Property and of any such proceedings which are to Seller’s knowledge threatened after the date hereof; and,
- (h) subject to the terms and conditions set forth herein, Seller shall assume and agree to pay, perform, and assume all liabilities arising out of or pursuant to Environmental Laws related to the terms of the Remediation Covenants and Conditions set forth in Section 5.3 below.

5.2 Negative Covenants. Between the Effective Date and the earlier of the Closing Date or termination of this Agreement, Seller shall not do, suffer or permit, or agree to do, any of the following, except to the extent permitted under this Agreement:

(a) sell, assign or otherwise convey, or create any right, title or interest whatsoever in or to the Property or any portion thereof or create or permit to exist any lien, assessment, encumbrance or charge thereon which would be binding upon Purchaser and/or the Property after Closing;

(b) cancel, amend or modify any certificate, approval, license or permit held by Seller with respect to the Property or any part thereof which would be binding upon Purchaser after the Closing;

(c) enter into any leases or enter into any other obligations or agreements affecting the Property which: (i) would be binding upon Purchaser after the Closing, (ii) would affect the Property after the Closing, or, (iii) any combination of (c)(i) and (ii);

(d) transfer, sell or otherwise dispose of the Property, except for the use and consumption of inventory and other supplies, and the replacement of worn out, obsolete and defective tools, equipment and appliances, in the ordinary course of business;

(e) change or attempt to change the current zoning of the Property;

(f) incur any liability or obligation or enter into any agreement, written or otherwise, with respect to the Property, or any part thereof, the term of which extends beyond the Closing Date, or which would obligate Purchaser to assume and pay the same;

(g) enter into any easement, servitude, covenant, restriction, or right of way for or burdening the Property, or any part thereof which would be binding upon Purchaser and/or the Property after Closing; or

(h) initiate or permit to be initiated any eminent domain, condemnation or any other proceeding involving a public taking of the Property for any purpose.

5.3 Purchaser's Post-Closing Remediation/Purchase Price Holdback. Seller and Purchaser agree and stipulate that the Property is subject to certain environmental and sanitation conditions, as particularly referenced in (i) that Phase I Environmental Site Assessment dated March 10, 2022 prepared by GHD, and (ii) that Phase II Environmental Site Assessment dated April 25, 22 prepared by GHD (collectively, the "ESA Reports"). Seller acknowledges that the ESA Reports have been provided from Purchaser. The ESA Reports specifically reference the following conditions:

- (i) Collection and disposal of municipal solid waste
- (ii) Collection and disposal of oil drums
- (iii) Collection and disposal of abandoned, immobile or unattended motor vehicles
- (iv) Collection and disposal of animal carcass remains
- (v) Assessment and decommissioning of motor vehicle waste disposal wells
- (vi) Decommissioning and removal of underground and above ground storage tanks

The foregoing conditions referenced in the ESA Reports are referred to herein as "Known Environmental Conditions". After Closing, Purchaser may, in its discretion, undertake to clean up and remediate the Known Environmental Conditions in its discretion. To the extent Purchaser elects to undertake remediation of the Known Environmental Conditions (such actions being referred to herein as the "Known

Environmental Conditions Remediation”), it shall do so at its cost, provided, that at Closing, a portion of the Purchase Price in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be withheld and maintained in escrow by the Escrow Agent, pursuant to an escrow agreement to be executed at Closing among Seller, Purchaser and Escrow Agent (the “KEC Holdback”). As Purchaser incurs commercially reasonable costs in the performance of the Known Environmental Conditions Remediation, it may submit documentation of such costs and expenses to Escrow Agent (“Monthly Remediation Invoice(s)”), with copies provided to Seller, of such invoice(s), and, within ten (10) days after Escrow Agent’s receipt of Monthly Remediation Invoice(s), Escrow Agent shall disburse to Purchaser an amount from the KEC Holdback equal to fifty percent (50%) of the amount of the Monthly Remediation Invoice submitted, in partial reimbursement of such costs to Purchaser. For so long as Purchaser continues to incur commercially reasonable costs in connection with the Known Environmental Conditions Remediation, it may continue to submit Monthly Remediation Invoice(s) to Escrow Agent, and Escrow Agent shall remit fifty percent (50%) of the amount of the Monthly Remediation Invoice from the KEC Holdback until the earlier to occur of (i) the completion of the Known Environmental Condition Remediation, which completion shall be substantiated by a written notice provided from Purchaser to Seller and the Escrow Agent, or (ii) the depletion of the KEC Holdback. If the KEC Holdback is depleted prior to the completion of remediation of the Known Environmental Conditions, Seller shall have no further obligations to contribute toward the cost of the Known Environmental Conditions Remediation and the KEC Holdback escrow shall be terminated. Notwithstanding the foregoing, in the event the entirety of the KEC Holdback has not been disbursed by Escrow Agent in accordance with this Agreement upon the earlier of (i) thirty (30) days following Purchaser’s notice of completion of the remediation of the Known Environmental Conditions or (ii) twelve (12) months after the Closing, as may be extended by events of force majeure, Seller may make written demand upon the Escrow Agent to disburse the then existing balance of the KEC Holdback to Seller, and following such disbursement, the KEC Holdback escrow shall terminate and Seller shall have no further obligations to reimburse Purchaser for cost of remediation of any Known Environmental Condition(s).

Seller also agrees, in addition to funding the KEC Holdback at Closing, that an additional sum in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be held back from the disbursement of proceeds to Seller at Closing and held in escrow by the Escrow Agent, and disbursed by the Escrow Agent to Purchaser in partial reimbursement of any commercially reasonable costs incurred by Purchaser in the remediation and disposal of any hazardous materials or hazardous substances regulated by applicable Environmental Laws, located in, on, under or originating from the Property not previously disclosed by the ESA Reports and discovered by Purchaser during the course of the Known Environmental Conditions Remediation. Such environmental conditions first discovered after Closing are referred to herein as “Newly Discovered Environmental Conditions”. To the extent Purchaser elects to remediate any Newly Discovered Environmental Conditions, it shall provide Seller with copies of any reports detailing such the Newly Discovered Environmental Conditions and remediation plans and then it shall be entitled to direct the Escrow Agent to disburse to Purchaser, on a monthly basis, fifty percent (50%) of the commercially reasonable costs and expenses incurred, as documented by invoices and other documentation provided by Purchaser to Escrow Agent, with copies provided to Seller (“NDEC Invoice(s)”), in the remediation of Newly Discovered Environmental Conditions. Escrow Agent shall disburse to Purchaser fifty percent (50%) of the amount of NDEC Invoice(s) in partial reimbursement of such costs. Purchaser shall be entitled to disbursements from the NDEC Holdback until the date that is the earlier of (i) the date of completion of remediation of the Newly Discovered Environmental Conditions, which shall be substantiated by Purchaser by written notice to the Escrow Agent and Seller, and (ii) the depletion of the NDEC Holdback in accordance with this Agreement. Notwithstanding the foregoing, in the event the entirety of the NDEC Holdback has not been disbursed by Escrow Agent in accordance with this Agreement upon the earlier of (i) thirty (30) days following Purchaser’s notice of completion of the remediation of the Newly Discovered Environmental Conditions or (ii) twelve (12) months after the Closing, as may be extended by events of force majeure, Seller may make written demand upon the Escrow Agent to disburse the then existing

balance of the NDEC Holdback to Seller, and following such disbursement, the NDEC Holdback escrow shall terminate and Seller shall have no further obligations to reimburse Purchaser for cost of remediation of any Newly Discovered Environmental Condition(s). Nothing in this Agreement affects Purchaser's remedies under any Environmental Laws against any party.

5.4 Damage or Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is completed before the Closing, and risk of loss to the Property due to fire, flood or any other cause before such Closing, shall remain with Seller. If before Closing, the Property shall suffer Material Damage, or if the Property or any material portion thereof (including access from the Property to a public right-of-way) shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall notify Purchaser in writing of such fact (which writing shall detail the amount of insurance recoverable in the case of a casualty) and Purchaser may, at its sole option, terminate this Agreement by written notice to Seller given within ten (10) days after Purchaser's receipt of Seller's written notice aforesaid. Upon any such termination, the Earnest Money shall be refunded to Purchaser without any further consent required from Seller and neither party shall have any further rights, obligations or liabilities hereunder except for those provisions that survive the termination of this Agreement. If the Closing Date is within the aforesaid ten (10) day period, then the Closing shall be extended to the next Business Day following the end of said ten (10) day period. If no such election is made, and in any event if the damage is not Material Damage or the taking does not impact any material portion of the Property (including access from the Property to a public right-of-way), this Agreement shall remain in full force and effect and the transactions contemplated by this Agreement, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, except that upon the Closing, Purchaser shall receive a credit in the amount of any applicable insurance deductible (in the case of a casualty), Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction. For the purposes of this Section 5.3, a taking by eminent domain or condemnation shall be deemed to be material if such taking would, in the exercise of Purchaser's reasonable judgment, materially interfere with the Property's ingress and egress or parking, or would otherwise have a material effect upon Purchaser's intended use and development of the Property.

ARTICLE 6: CONDITIONS PRECEDENT

6.1 Purchaser's Conditions. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligation to effect the Closing shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent as of the Closing Date:

(a) Title. Purchaser's review and approval, prior to the expiration of the Title and Survey Review Period of a proforma Title Policy (the "Proforma Owner's Policy"), showing title to the Property vested in Purchaser, subject only to Permitted Exceptions and including such endorsements as Purchaser shall reasonably require. Purchaser shall cause a copy of the Proforma Owner's Policy to be delivered to Seller prior to the expiration of the Title and Survey Review Period which shall constitute a condition precedent to Purchaser's obligation to purchase the Property, that, at Closing, the Title Company shall be irrevocably committed to issue to Purchaser the Title Policy in the form of a Proforma Owner's Policy, subject only to the payment of the premium therefor.

(b) Compliance with Covenants. Seller shall have performed and complied with in all material respects the covenants and agreements contained in this Agreement required to be performed and complied with by Seller.

(c) Not Used.

(d) Accuracy of Representations and Warranties. Each of the representations and warranties made by Seller in this Agreement shall be accurate, true and correct when made and shall be accurate, true and correct in all material respects on and as of the Closing Date as if such representations and warranties were made at and as of the Closing, except those made as of a specified date, in which case such representations and warranties of Seller shall have been accurate, true and correct in all material respects as of such date.

(e) No Legal Prohibition/Approvals. There shall not be in effect any statute, regulation, order, decree, judgment or injunction (whether temporary, permanent or preliminary) of any governmental authority that challenges, prohibits, makes illegal, enjoins or prevents the consummation of the transactions contemplated by this Agreement. Any and all approvals required to give Seller the full right and authority to transfer title to Purchaser as provided for hereunder and otherwise comply with and be bound by all the terms, conditions and covenants of Seller contained in this Agreement shall have been received. At Purchaser's request, Seller shall provide such proof and documentation as reasonably necessary to evidence that Seller has taken all municipal, governmental and corporate actions required, for the consummation of the Closing.

(f) No Litigation. There shall not be any action taken by any court of competent jurisdiction or other governmental authority that makes it illegal or enjoins, restrains or otherwise prohibits the consummation of the transactions contemplated by this Agreement. There shall not be instituted any action or proceeding by any governmental authority that would reasonably be expected to result in any of the consequences referred to in the previous sentence.

(g) Material Change. There shall not have been any change or event since the expiration of the Inspection Period other than the Remediation Actions that materially and adversely affects the physical condition of the Property or the financial condition of the Property.

(h) Regulatory Approval. Purchaser shall have received reasonable preliminary assurances from the US Army Corp of Engineers that Purchaser shall qualify for approvals and permits required for its intended purposes.

(i) Should Purchaser determine that the US Army Corps of Engineers owns or otherwise controls any portion of the shoreline area of the Property such that the Seller does not have unfettered rights to utilization of the shoreline, other than for routine fleeting permitting, then, Purchaser shall have either (i) entered into a lease reasonably satisfactory to Purchaser with the US Army Corps of Engineers for a period of not less than 75 years for utilization of any portion of the Property shoreline area owned or regulated by the US Army Corps of Engineers, or, (ii) the Seller shall have obtained a lease from the US Army Corps of Engineers, and shall have entered into a valid sublease with Purchaser under terms and conditions reasonably satisfactory to Seller and Purchaser.

6.2 Seller's Conditions. Notwithstanding anything in this Agreement to the contrary, Seller's obligation to effect the Closing shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent as of the Closing Date:

(a) Compliance with Covenants. Purchaser shall have performed and complied with in all material respects the covenants and agreements contained in this Agreement required to be performed and complied with by it on or prior to the Closing Date.

(b) Accuracy of Representations and Warranties. Each of the representations and warranties made by Purchaser in this Agreement shall be accurate, true and correct when made and shall be accurate, true and correct in all material respects on and as of the Closing Date as if such representations and warranties were made at and as of the Closing, except those made as of a specified date, in which case such representations and warranties of Purchaser shall have been accurate, true and correct in all material respects as of such date.

(c) No Legal Prohibition. There shall not be in effect any statute, regulation, order, decree, judgment or injunction (whether temporary, permanent or preliminary) of any governmental authority that challenges, prohibits, makes illegal, enjoins or prevents the consummation of the transactions contemplated by this Agreement.

(d) No Litigation. There shall not be any action taken by any court of competent jurisdiction or other governmental authority that makes it illegal or enjoins, restrains or otherwise prohibits the consummation of the transactions contemplated by this Agreement. There shall not be instituted any action or proceeding by any governmental authority that would reasonably be expected to result in any of the consequences referred to in the previous sentence.

(e) Restrictive Covenant. At the Closing, Purchaser shall acquire title to the Property subject to a restrictive covenant in the form of Exhibit "C" to be duly prepared and executed by the County (the "Restrictive Covenant") restricting the use of the property as follows:

At no time shall any owner, tenant or occupant be permitted to or shall engage in the collection, consolidation, processing, transportation, or transfer on or across the Property of any off-site generated Solid Waste or Hazardous Materials in any form. Nothing contained herein shall prevent the use, storage or disposal of Hazardous Materials or the gathering and disposing of Solid Waste generated on the Property provided such is generated from and incidental to normal business operations.

"Solid Waste" means any garbage, refuse, sludges, and other discarded solid materials from residences, industrial operations or commercial operations. Solid Waste specifically excludes any materials that can now (or in the future) be recycled so long as the recyclable materials have been separated from the Solid Waste prior to delivery to the Property

"Hazardous Materials" means any (1) asbestos or any substance containing asbestos, oil or petroleum products and by-products, (2) polychlorinated biphenyls (PCBs), (3) radioactive or nuclear materials or radioactive wastes, however produced, (4) biologic materials and medical waste, (5) industrial process and pollution control waste, and (6) any and all other hazardous substances, pollutants, contaminants, waste, by products, constituent or other materials or condition which are regulated under Hazardous Materials Laws, including "petroleum products", "hazardous substance" and "hazardous waste" as such terms are defined in Section 3.2 of the ASTM E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process or any subsequent generally accepted standards.

"Hazardous Materials Laws" means all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, conventions and decrees relating to the environment, including those relating to emissions, discharges, releases or threatened releases of Hazardous Material into the environment (including ambient air, surface water, ground water, soil and subsoil), or otherwise relating to the manufacture, generation, processing, distribution, application, use, treatment, storage, disposal, transport or handling of

Hazardous Material, and any and all laws, rules, regulations, codes, directives, orders, decrees, judgments, injunctions, consent agreements, stipulations, licenses, injunctions, certificates of authorization and other operating authorizations entered, promulgated or approved thereunder.

6.3 Failure or Waiver of Purchaser's Conditions Precedent. In the event that any of the conditions set forth in Section 6.1 herein are not satisfied or waived in writing by Purchaser by the date set forth herein for the satisfaction of such condition(s), or, if none, then the Closing Date, Purchaser may, by written notice to Seller given before the Closing Date, (i) terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations or liabilities hereunder except for those provisions that survive the termination of this Agreement; (ii) by written notice to Seller, elect, in its sole discretion, to extend the Closing Date by up to sixty (60) days to allow Seller to satisfy any such failed condition(s) to Purchaser's reasonable satisfaction; or (iii) waive the failed condition and proceed to Closing; provided, however, that if such conditions have not been or are not satisfied due to a default by Seller, Purchaser may instead pursue its remedies under Article 10. Should Purchaser elect to extend the Closing Date in accordance with (ii) above, Seller shall endeavor in good faith to satisfy any remaining unsatisfied condition(s), and if notwithstanding such good faith efforts all conditions to Closing have not been satisfied to Purchaser's reasonable satisfaction or waived by Purchaser in writing by the end of such 60-day (maximum) extension period, Purchaser shall have the rights set forth in 6.3(i) above.

6.4 Convenience Center. During the Inspection Period, Purchaser shall cause its surveyor to survey and describe the approximately one-acre portion of the Property currently utilized by the Seller for its waste convenience center ("Convenience Center Portion"), and Purchaser and Seller shall work cooperatively and in good faith to (i) agree upon such description of the Convenience Center Portion, together with (ii) a reasonably suitable route for vehicular access thereto to and from the nearest public right of way and means of memorializing such access arrangements in writing, if necessary (the "Access Arrangement"). The Convenience Center Portion shall not be included in the Property acquired from Seller by Purchaser, except that the Property shall be subject to the Access Arrangement to the extent that such arrangement encumbers or affects the Property after Closing. Should Purchaser at any point after Closing determine that it desires to acquire the Convenience Center Portion from Seller, Purchaser shall have the right to acquire title, subject only to matters of record, to the Convenience Center Portion from Seller for a nominal purchase price, provided that Purchaser simultaneously conveys title to other property owned by Purchaser to Seller, reasonably acceptable to Seller consisting of approximately one acre in the same geographic vicinity and with comparable improvements [infrastructure] and vehicular access to allow Seller to continue substantially comparable and uninterrupted operation of its convenience center. In such event, the original Access Arrangement, to the extent it encumbered any portion of the Property, shall be terminated. The provisions set forth in this section shall expressly survive Closing and Seller agrees to execute a purchase option document to be placed of record in favor of Purchaser at Purchaser's request.

ARTICLE 7: CLOSING

7.1 Closing.

(a) Subject to the terms of this Agreement, the Closing shall take place through an escrow at the offices of the Title Company on the Closing Date.

(b) Upon completion of the deliveries pursuant to Sections 7.2 and 7.3 herein, satisfaction of the other conditions to Closing herein set forth and performance by each party of its obligations required to be performed prior to or at the Closing, the parties shall direct the Title Company to make such deliveries and disbursements according to the terms of this Agreement.

7.2 Seller's Deliveries in Escrow. At least two (2) Business Days prior to the Closing Date, Seller shall deliver in escrow to the Title Company the following:

(a) Deed. A special warranty deed ("Deed"), in a form attached hereto as Exhibit 7.2(a), duly executed and acknowledged by Seller, conveying to Purchaser or its nominee good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(b) Bill of Sale and Assignment. A bill of sale and assignment ("Bill of Sale and Assignment"), in the form attached hereto as Exhibit 7.2(b), duly executed by Seller, conveying and transferring good and valid title to Purchaser the Intangible Personal Property;

(c) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit duly executed by Seller;

(d) Owner's Affidavit. The Title Company's Owner's Affidavit in the form attached hereto as Exhibit 7.2(d) to cause all standard exceptions (except that standard survey exception, which shall be removed if Purchaser obtains a Survey in a form sufficient to remove such exception) to be deleted from the Title Policy;

(e) Evidence of Good Standing/Authority. Evidence reasonably required to satisfy the Title Company and Purchaser of Seller's due organization and Seller's authority to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act and bind Seller;

(f) Certificate of Representations and Warranties. A Certificate of Seller that all the representations and warranties of Seller contained in this Agreement are true, correct and complete in all material respects as of the Closing Date; and

(g) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7.3 Purchaser's Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price, plus or minus applicable proration, deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

(b) Bill of Sale and Assignment. A counterpart signature to the Bill of Sale and Assignment;

(c) Evidence of Authority. Evidence of Purchaser's authority to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Purchaser to act and bind Purchaser as may be reasonably required by the Title Company; and

(d) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7.4 Closing Statements/Escrow Fees. At the Closing, Seller and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company. Prior to the Closing Date, Seller shall deliver to Purchaser a statement setting forth all adjustments and prorations as of the Closing Date, as provided in Article 8 hereof, for incorporation into the closing statement for the transaction contemplated by this Agreement.

7.5 Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

7.6 Post-Closing Deliveries. Immediately after the Closing, Seller shall deliver to Purchaser, if in Seller's possession or control, copies or originals of all contracts; and all keys used in the operation of the Property.

7.7 Closing Costs. Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.

7.8 Close of Escrow. Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Title Company to immediately record (if applicable) and deliver the documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

ARTICLE 8: PRORATIONS

Prorations and adjustments of income and expense with respect to the Property shall be made as of the Closing Date as set forth in this Article 8.

8.1 Prorations. All prorations hereinafter provided to be made as of Closing shall each be made as of 11:59 p.m. Nashville, Tennessee time on the day immediately preceding the Closing Date (the "Cut-Off Time"). In each such proration set forth below, the portion thereof applicable to periods on and after the Closing Date, if any, shall be credited to Purchaser or charged to Purchaser as applicable and the portion thereof applicable to periods ending prior to the Closing Date (but not including the Closing Date), if any, shall be credited to Seller or charged to Seller as applicable.

(a) Taxes and Assessments. All real estate taxes, if any, due and owing as of the Cut-Off Time, and all installments of assessments for public improvements or other matters or facilities which constitute a lien against the Property, if any, and are due and owing as of the Cut-Off Time, and all penalties and interest thereon, shall be paid by Seller on or before the Closing Date. Real estate taxes and assessments, if to the extent applicable, shall be prorated as of the Cut-Off Time. Purchaser shall receive a credit for any accrued but unpaid (and not yet due and payable) real estate taxes and assessments applicable to any period before the Cut-Off Time but which may be first assessed following Closing. If the amount of any such taxes and assessments has not been determined as of Closing, such credit shall be based on one hundred percent (100%) of the most recent ascertainable tax bills. Such taxes shall be re-prorated upon issuance of the final tax bill. Alternatively, if the Real Property has not been, and is not immediately prior to Closing, subject to real estate taxes and assessments capable of proration due to the fact that it is owned by county government, or for any other reason, then, Purchaser shall be solely responsible for such taxes attributable to Purchaser's ownership from and after Closing, but, under no circumstances will Purchaser assume Seller's tax liability(ies) or obligation(s) that arose prior to Closing or that pertain to that period and were not satisfied or otherwise discharged by Seller on or before Closing.

(b) Other Expenses. Seller or Purchaser, as the case may be, shall receive a credit for other third-party expenses assumed by Purchaser pursuant to this Agreement and paid and applicable to Purchaser's period of ownership or payable and applicable to Seller's period of ownership, respectively.

(c) Other Prorations. All other items which are customarily prorated in transactions in which similar real estate is purchased and sold, and which are not otherwise dealt with herein, shall be prorated as of the Cut-Off Time.

(d) Final Adjustment After Closing. If final prorations cannot be made at the Closing for any item being prorated under this Section 8.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliation with Tenants have been completed, which final adjustment to be made as soon as reasonably possible after Closing but no later than (i) with respect to real estate taxes, 30 days after receipt of the tax bill for the applicable period, (ii) with respect to Expenses, within ninety (90) days after Closing or such reasonable time thereafter up to one (1) year following Closing, and (iii) in all other cases, 90 days after Closing, to the effect that income and expenses are received and paid by the parties on an accrual basis (or cash basis if so provided herein) with respect to their period of ownership. Payments in connection with the final adjustment shall be due within ten (10) days of written notice. Seller and Purchaser shall have reasonable access to, and the right to inspect and audit, the other's books to confirm the final prorations.

(e) Utilities. Seller shall pay all utility charges attributable to the Property until the Cut-Off Time and Purchaser shall pay all utility charges attributable to the Property from and after the Cut-Off Time. If final readings have not been taken, estimated charges shall be prorated between the parties and appropriate credits given. In the event such proration at Closing is based on estimated charges, after Closing, at such time as final bills for such water, sewer, and utility charges, common area maintenance charges, and other operating expenditures are available, the parties shall adjust the amounts apportioned at Closing based on the charges shown on the final bills, and Seller or Purchaser, as the case may be, shall pay to the other whatever amount shall be necessary to compensate for the difference within fifteen (15) days after receipt of such final bills. Purchaser shall have no rights to any of Seller's utility deposits for the Property, and Seller shall be entitled to seek a refund of the same.

8.2 Sale Commissions. Purchaser and Seller represent and warrant to each other that it has not dealt with any real estate broker, salesperson or finder in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, the party whose communications and interactions gave rise to such claim shall directly pay such charges (or may, in its discretion, dispute such charges until fully resolved) when presented with an invoice for the same.

8.3 Transition of Operations. Seller shall cooperate and use all commercially reasonable efforts to cause its property and/or asset manager to cooperate with Purchaser and Purchaser's property and/or asset manager to effectuate the transition of the Property.

8.4 Survival. The provisions of this Article 8 shall survive Closing for a period of one (1) year.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

9.1 Seller's Representations and Warranties. Except as specifically set forth herein (including any express representations and warranties, whether made in this Agreement or in any of the related documents signed by the Seller connection with Closing), **PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING PURCHASED IN AN "AS IS-WHERE IS" CONDITION WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PHYSICAL OR OPERATING CONDITION OF ANY OF THE PERSONAL PROPERTY OR THE PROPERTY, THE ENVIRONMENTAL OR SUBSURFACE CONDITION OR STATUS OF THE PROPERTY, THE IMPROVEMENTS ON THE PROPERTY, CONDITION OF THE ROOF, ANY PAST OR EXISTING VERMIN INFESTATION, CONDITION OF**

PLUMBING OR ELECTRICAL SERVICE, THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS OR BUILDINGS. PURCHASER HEREBY FURTHER REPRESENTS THAT PURCHASER HAS CONDUCTED, OR THROUGH THE USE OF PURCHASER'S OWN CONTRACTORS, ENGINEERS, AND OTHER LIKE-TYPE CONSULTANTS HAS CAUSED OR WILL CAUSE TO BE CONDUCTED SUCH INSPECTIONS OR INVESTIGATIONS AS IT DEEMS NECESSARY TO EVALUATE THE CONDITION OF THE PROPERTY.

9.2 Seller represents and warrants to Purchaser that as of the date hereof and as of the Closing Date (except to the extent any such representations and warranties shall have been expressly made as of a particular date, in which case such representations and warranties shall be made only as of such date), as follows:

(a) **Organization and Authority.**

(i) Seller is a governmental subdivision of the State of Tennessee, validly existing and in good standing under the laws of the state of Tennessee and is in good standing under the laws of the state in which the Real Property is located.

(ii) Seller has the full right and authority, and has obtained any and all consents required, to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed by or on behalf of Seller and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) **Conflicts.** Seller has not entered into any agreement to dispose of its interest in the Property or any part thereof, except for this Agreement. There is no agreement to which Seller is a party or is otherwise binding on Seller that is in conflict with this Agreement. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder does not conflict with or violate any law of any governmental authority or quasi-governmental authority with jurisdiction over Seller or the Property. No person, firm or entity has any rights in, or rights to acquire all or any part of, the Property, and there is no outstanding agreement, other than this Agreement, to sell all or any part of the Property, to any other person, firm or entity.

(c) **No Leases.** There are and there will be no parties in possession of any portion of the Property as lessees, and no other party has been granted an oral or written license, lease, option, purchase agreement or other right pertaining to the use, purchase or possession of any portion of the Property.

(d) **Service Contracts.** There are no supplier, vendor, service provider, maintenance, management or similar contracts relating to the operation of or affecting the Property, or any other unrecorded agreements or contracts that will be binding upon Purchaser and/or the Property after the Closing.

(e) **Pending Litigation.** There is not any pending or, to Seller's knowledge, threatened, litigation against Seller related to or involving the Property.

(f) **Compliance with Law.** To Seller's knowledge, the Property is free of violation of Laws, and Seller has received no written notice that the Property is in violation of any Laws. Furthermore, to Seller's knowledge: Seller, the Property and the operation of the Property comply in all material respects with all Laws. Seller has received no notice of and is not aware of any violations of any restrictive covenants or other requirements affecting the Property.

(g) Condemnation. There is no pending, or to Seller's knowledge, threatened, judicial, administrative, condemnation or eminent domain proceedings or investigations relating to the Property. There will be no claim against the Property or Purchaser for or on account of work done, materials furnished, and utilities supplied to the Property at the direction of or for the benefit of Seller prior to the Closing Date. To Seller's knowledge, there are no public plans or proposals for changes in road grade, access, or other municipal improvements which would adversely affect the Property or result in any assessment; and no ordinance authorizing improvements, the cost of which might be assessed against Purchaser or the Property, is pending.

(h) Title and Related Matters. Seller has good and marketable fee simple title to the Property, and to Seller's knowledge, is subject only to the Permitted Exceptions. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"). To Seller's knowledge with no additional inquiry, the Property is not located within the boundaries of any historical or archaeological district or similar district or area, and none of the Improvements are designated as landmarks or as having historical or archaeological significance and none of the Improvements are qualified or eligible for any such designation. To Seller's knowledge with no additional inquiry, there exists no impediment to or restrictions on the demolition or use of the buildings based on any historical or archaeological significance of the Property.

(i) Taxes. There are no pending, threatened, general or special real property, personal property or other ad valorem taxes and/or assessments affecting the Property other than the taxes and assessments set forth in the Title Commitment or as shown on a regular tax bill for the Property.

(j) Pending Work; Capital Expenditures. No labor has been performed or materials fabricated or furnished with respect to the Property that could result in a valid materialman's or mechanic's lien filed against the Property, except as shall have been fully paid or released to the satisfaction of the Title Company at Closing. Except for routine expenditures for repairs and replacements in connection with the ongoing maintenance and upkeep of the Property, which Seller covenants and agrees to undertake and complete in the ordinary course consistent with past practices pursuant to Section 5.1 above, Seller does not have any outstanding contracts for capital expenditures relating to the Property, nor does Seller have any agreement, obligations or commitments for capital expenditures relating to the Property, including, without limitation, additions to property, plant, equipment or intangible capital assets other than its Remediation Actions agreed to herein.

(k) OFAC; Patriot Act; Anti-Money Laundering. Seller is not, and will not become a person identified on U.S. Treasury's Office of Foreign Asset Control listing of Specially Designated Nationals and Blocked Persons (a "Prohibited Person"). Seller (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting hereunder and will not act hereunder for or on behalf of a Prohibited Person, and (iii) is not providing and will not provide material, financial or technological support or other services to or in support of acts of terrorism of a Prohibited Person. Seller will not enter into or undertake any activities related to this Agreement in violation of Anti-Money Laundering Laws.

(l) Contracts to Convey Property. Seller is not a party to any effective contract, agreement, option or commitment to sell, convey, assign, transfer or otherwise dispose of the Property or any material portion thereof.

(m) Insurance Notices. Seller has received no written notice from any municipal department, insurance carrier, board of fire underwriters (or organization exercising functions similar thereto) or mortgagee of the existence of defects or inadequacies in the Property or requesting the performance of any work or alterations with respect to the Property.

(n) Environmental Matters. The environmental reports, if any, to be provided to Purchaser as a part of the Property Information comprise all environmental reports with respect to the Property in Seller's possession or control. Seller has received no written notice that is stored and/or maintained and kept in Seller's records and/or archives consistent with Seller's usual records and documents retention practices, from any governmental instrumentality or agency having jurisdiction over the environmental condition of the Property that the Seller has violated, or that the Property is in violation of, any law, statute, rule, decree, ordination or regulation relating to or imposing liability for the presence of Hazardous Materials in, on, disposed of or generated upon the Property. As used herein, "hazardous material" means and includes any hazardous, toxic, or dangerous waste, substance, or material defined as such in, or for purposes of, the Comprehensive Environmental Response, Compensation Liability Act (42 U.S.C. Section 9601, et seq., as amended) or any other "super fund" or "super lien" law or any other federal, state, or local statute, or law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability for standards of conduct concerning any substance or material, as presently in effect.

(o) Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller or any one of them, and to the best of Seller's knowledge, no such actions have been threatened.

(p) Seller Knowledge Parties. No officials or employees of Seller possess more total actual knowledge of the Property and matters covered in the foregoing representations and warranties than the Seller Knowledge Parties; provided that neither of the Seller Knowledge Parties shall have any personal liability for any breach of Seller's representations and warranties.

9.3 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser represents and warrants to Seller, as of the date hereof and as of the Closing Date (except to the extent any such representations and warranties shall have been expressly made as of a particular date, in which case such representations and warranties shall be made only as of such date), as follows:

(a) Organization and Authority. Purchaser has been duly organized and validly exists as a limited liability company in good standing in the state of its formation. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser or its nominee at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser and its nominee, enforceable in accordance with their terms;

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser that is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser that challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement; and

(c) OFAC; Patriot Act; Anti-Money Laundering. Purchaser is not, and will not become a Prohibited Person. Purchaser (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting hereunder and will not act hereunder for or on behalf of a Prohibited Person, and (iii) is not providing and will not provide material, financial or technological support or other services to or in support of acts of terrorism of a Prohibited Person. Purchaser will not enter into or undertake any activities related to this Agreement in violation of Anti-Money Laundering Laws.

9.4 Survival. The representations and warranties set forth in Section 9.1 of this Agreement are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged

into or waived by the instruments of Closing, but shall survive the Closing for a period of twelve (12) months (the "Survival Period"). Seller shall remain liable to Purchaser for direct damages incurred by Purchaser arising out of or in connection with all claims, liability, damages, suits or expenses incurred by Purchaser arising out of the breach or inaccuracy of Seller's representations and warranties set forth in Section 9.1 hereof, subject to applicable law including the Tennessee Governmental Tort Liability Act. Seller shall have no liability after Closing for the breach of a representation or warranty hereunder of which Purchaser had actual knowledge as of Closing. The provisions of this Section 9.3 shall survive the Closing. Any breach of a representation or warranty that occurs prior to Closing of which the applicable party had actual knowledge shall be solely governed by Article 10. Purchaser's knowledge shall be deemed to include any information contained in any documents, reports, surveys, or other writing provided to, or obtained by, Purchaser.

ARTICLE 10: DEFAULT

10.1 Default by Purchaser. If all of the conditions to Purchaser's obligation to consummate the transactions contemplated by this Agreement have been satisfied or waived in writing by Purchaser and if Purchaser should fail to consummate the transactions contemplated by this Agreement for any reason other than Seller's default pursuant to Section 10.2 herein, failure of a condition to Purchaser's obligation to close, or the exercise by Purchaser of an express right of termination granted herein, then, so long as Seller is not in default hereunder, Seller's sole and exclusive remedy in such event shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages, Seller waiving all other rights or remedies in the event of such default by Purchaser. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain and that such liquidated damages represent the parties' best estimate of such damages. Such retention of the Earnest Money by Seller is intended to constitute liquidated damages to Seller and not a penalty. The limitation of damages set forth in this Section 10.1 shall not apply to any indemnities, covenants or obligations of Purchaser which expressly survive either the termination of this Agreement or Closing, for which Seller shall be entitled to all rights and remedies available at law or in equity. Seller waives the right to assert the defense of lack of mutuality in any suit for specific performance instituted by Purchaser.

10.2 Default by Seller. If Seller defaults in its obligation to consummate the transactions contemplated by this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are breached or untrue in any material respect, Purchaser's sole remedies shall be either (a) to terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser, whereupon neither party hereto shall have any further rights or obligations hereunder except for those provisions that survive the termination of this Agreement; or (b) to bring a suit for specific performance. Purchaser hereby waives any other rights or remedies. Notwithstanding the foregoing, if Seller shall willfully default or cause any representation or warranty to become untrue hereunder or if specific performance shall not be a legally available remedy to Purchaser as a result of a willful breach by Seller under this Agreement, then Purchaser shall: (y) have the right to receive a return of the Earnest Money; and (z) be entitled to recover from Seller, all actual out of pocket costs and expenses incurred by Purchaser in connection with the negotiation of this Agreement, and Purchaser's due diligence with respect to the Property and reasonable attorneys' fees (which reimbursement obligation shall survive the termination of this Agreement). The limitation of damages set forth in this Section 10.2 shall not apply to any covenants or obligations of Seller which expressly survive either the termination of this Agreement or Closing, for which Purchaser shall be entitled to all rights and remedies available at law or in equity.

10.3 Survival. The provisions of this Article 10 shall survive the Closing.

ARTICLE 11: INDEMNIFICATION

11.1 Intentionally Deleted.

ARTICLE 12: MISCELLANEOUS

12.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

12.2 Exclusivity. Seller hereby agrees not to solicit, directly or indirectly, or entertain any offer or proposal from or to any third party, or furnish any financial or other information regarding the Property or engage in any discussions or negotiations with any third party regarding a sale, lease or other disposition of the Property. In addition to any other remedies available to Purchaser upon a breach of this Section 11.2, Purchaser shall have the right to seek equitable relief, including without limitation injunctive relief or specific performance, against Seller in order to enforce the provisions of this Section 11.2.

12.3 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

12.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

12.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of Tennessee.

12.6 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

12.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property except for any confidentiality agreement binding on Purchaser, which shall not be superseded by this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

12.8 Time. Time is of the essence in the performance of this Agreement.

12.9 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFIT, PUNITIVE, TREBLE, CONSEQUENTIAL OR INDIRECT DAMAGES, ALL OF WHICH ARE HEREBY WAIVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENT DELIVERED BY SELLER TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF SELLER TO PURCHASER AND ALL THOSE CLAIMING BY, THROUGH OR UNDER PURCHASER IN CONNECTION WITH THE PROPERTY, THIS AGREEMENT, AND/OR THE DOCUMENTS DELIVERABLE BY SELLER HEREUNDER SHALL NOT EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$250,000.00).² THE FOLLOWING EVENTS WILL NOT BE SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH HEREIN: SELLER'S BREACH OF SECTION 9.2(a)(ii).

12.10 Attorneys' Fees. In any action or proceeding to enforce this Agreement, upon final judgment the court shall award, to a prevailing party, fees and other expenses incurred by that party in connection with that proceeding, unless the court finds that the position of the nonprevailing party or parties was substantially justified or that special circumstances make an award unjust.

12.11 Notices. Every notice, demand or consent or other document or instrument required or desired to be given to either Purchaser or Seller shall be in writing and shall be deemed to have been given on the date such notice, demand or consent is delivered by electronic mail, or overnight courier (with evidence of transmission) or mailed by registered or certified United States mail, postage prepaid, return receipt requested, in each case addressed to the respective parties as set forth in Section 1.3 above. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Any Notice to be given by any party hereto may be given by legal counsel for such party.

12.12 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.13 Calculation of Time Periods. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday for national banks in the location where the Property is located. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next Business Day. The last day of any period of time described herein shall be deemed to end at 6:00 p.m., Nashville, Tennessee time.

12.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange executed counterparts of the signature pages by e-mail, and any such signature page transmitted by e-mail shall have the same force and effect as an "original" signature.

12.15 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.16 Permitted Assignment. Purchaser may assign this Agreement without Seller's consent to an entity in which Purchaser or an affiliate of Purchaser is a member, shareholder or partner, or to an entity which, directly or indirectly, controls, is controlled by or is under common control with, Purchaser; provided that said assignee assumes all of the obligations of Purchaser hereunder as if such assignee were the original purchaser under this Agreement (referred to herein as a "Permitted Assignment"). Notwithstanding the foregoing, no Permitted Assignment shall release Purchaser of liability hereunder.

² The County's basket here for liability remains open to discussion.

Except for a Permitted Assignment, this Agreement and Purchaser's rights and obligations described herein are personal to Purchaser and shall not be assigned without Seller's prior written consent.

[Signature Page Follows]

Privileged & Confidential

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set forth in the signature blocks below.

SELLER:

Cheatham County, Tennessee

By: _____
Name: _____
Its: _____
Date: _____

PURCHASER:

INGRAM BARGE COMPANY LLC,
a Tennessee limited liability company

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

Legal Description of Real Property

Privileged & Confidential

EXHIBIT B

Property Information

- Environmental reports
- Engineering plans
- Title policies
- Surveys
- Building plans
- Property inspection reports
- Property and general liability insurance policies
- Warranties
- Zoning reports and land use studies
- Geotechnical and soils reports
- Tax bills for current and prior tax years
- Utility bills for current and prior years
- Any notices of violation of laws, ordinances, or regulations

EXHIBIT C

Form of Restrictive Covenant

Privileged & Confidential

SCHEDULE 7.2(A)
SPECIAL WARRANTY DEED

Special Warranty Deed

		STATE OF TENNESSEE COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is \$2,500,000.00. _____ Affiant Subscribed and sworn to before me, this the ___ day of ___ 2022. _____ Notary Public My commission expires: _____
THIS INSTRUMENT WAS PREPARED BY WOOD STABELL LAW GROUP, PLLC 4535 HARDING PIKE STE. 100 NASHVILLE, TN 37205		
Address of New Owner(s) as follows: INGRAM BARGE COMPANY, LLC _____ _____	Send Tax Bills To: *NEW OWNER*	Map/Parcel Numbers: _____

FOR AND IN CONSIDERATION of the above captioned sum, cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Cheatham County, Tennessee, a Tennessee governmental entity ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto INGRAM BARGE COMPANY, LLC ("Grantee"), its successors, heirs, and assigns, certain real estate in Cheatham County, Tennessee, as more particularly described on Exhibit A hereto. This is improved property, known as _____, _____, Tennessee 37____.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors, heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those permitted exceptions set forth on Exhibit B hereto and the representations and limitations as expressly provided for herein.

Grantor further covenants and bind itself and its successor and assigns to warrant and forever defend the title to said real estate to said Grantee(s), its successors, heirs and assigns, against the lawful claims of any person(s) claiming by, through, or under Grantor, but no others.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed effective as of the 1st day of June 2022.

GRANTOR:

CHEATHAM COUNTY, TENNESSEE

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be a _____ of Cheatham County, Tennessee, a Tennessee governmental entity, the within named bargainor, and that as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Cheatham County, Tennessee by _____ as _____.

Witness my hand and seal, at office in _____,
_____, this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

Privileged & Confidential

Exhibit 7.2(b)
Bill of Sale and Assignment

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Bill of Sale and General Assignment") is made this ___ day of ___, 2022, by **CHEATHAM COUNTY, TENNESSEE**, a Tennessee governmental entity ("Seller"), to and for the benefit of **INGRAM BARGE COMPANY, LLC**, a Tennessee limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, concurrently herewith, Seller is conveying to Purchaser certain real property, together with all improvements thereon, located at _____, _____, Cheatham County, Tennessee 37___, as described on Exhibit "A", attached hereto (collectively, the "Property"), in accordance with the terms of that certain Purchase and Sale Agreement dated as of ____, 2022, by and between Seller and Purchaser, as may have been amended (collectively, the "Contract"). Capitalized terms used herein and not defined herein shall have the meanings set forth in the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Purchaser all of the following, to wit:

(a) All fixtures and tangible personal property located at the Property, without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Contract;

(b) All of the right, title, interest, and benefit of Seller in, to, and under any and all site plans, specifications and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, marketing studies, licenses, permits, zoning approvals, sewer and water permits and licenses, building permits, certificates of occupancy, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, permits and agreements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, ownership, or operation of the Property, including all buildings and other improvements thereon or thereunder, and all right, title, and interest of Seller in and to all fees and deposits heretofore paid by Seller with respect thereto; and

(c) All of the rights, title, interest, and benefit of Seller in, to, and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given heretofore and with respect to the construction or composition of all improvements located in, on, upon or under and comprising a part of the Property or with respect to any of the tangible and intangible property relating thereto.

This Bill of Sale and General Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Purchaser and Seller.

This Bill of Sale and General Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the state in which the Property is located.

This Bill of Sale and General Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[Signatures Commencing on Following Page]

Privileged & Confidential

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and General Assignment as of the day and year first written above.

SELLER:

CHEATHAM COUNTY, TENNESSEE
a Tennessee governmental entity

By: _____
Name: _____
Its: _____

PURCHASER:

INGRAM BARGE COMPANY, LLC,
a Tennessee limited liability company

By: _____
Name: _____
Title: _____

Exhibit 7.2(d)
Owner's Affidavit

OWNER'S / BORROWER'S AFFIDAVIT (ARTIFICIAL PERSON)

State / Commonwealth of _____)
) ss.
County / Parish / City of _____)

On this date, _____ personally appeared before me, who being first duly sworn, deposes and says on oath as follows:

1. That (s)he is _____ ("Affiant"), and is of legal age, has personal knowledge of the facts herein stated, and is familiar with the condition, maintenance, operation, and use of the Property (as defined below).
2. That Affiant is duly authorized to make this affidavit (the "Affidavit") on behalf of Cheatham County, TN ("Owner").
3. That this affidavit pertains to those certain tracts or parcels of real property located in **Cheatham, TN** and being more particularly described as per attached legal description, and improvement(s) (if any) thereon (collectively, the "Property"), which Property is the subject of a title commitment or preliminary report bearing the file number **NCS-1137053-NAS** (the "Commitment").
4. That to the best of Affiant's knowledge, the following statements are true and correct, except as otherwise noted per supporting documentation which is attached (attach leases, rental agreements, contracts, etc.):
 - a. That Owner is lawfully seized of the Property and has good right to convey or encumber the Property.
 - b. That there are no parties occupying, renting, leasing, residing in, or possessing the Property or any portion thereof pursuant to any unrecorded written or oral agreement or claim of right.
 - c. That during Owner's period of ownership, Owner's possession of the Property has been peaceable and undisturbed, Owner's title to or access to the Property has never been disputed or questioned, there have been no parties claiming title to the Property or any portion thereof by reason of adverse possession or prescriptive rights, and there are no claims of encroachments or boundary line disagreements affecting the Property.
 - d. That Owner has granted no contract, option to purchase, right of first offer, or right of first refusal with respect to the Property.
 - e. That there are no outstanding mortgages, deeds to secure debt, deeds of trust, judgments, abstracts, or other monetary liens or charges against the Property or any part thereof.
 - f. That Owner has not granted any unrecorded easements, covenants, licenses, servitudes, or similar agreements encumbering the Property.
 - g. That Owner has never made any assignment for the benefit of creditors, and that there are no pending suits, proceedings, judgments, bankruptcies, executions, or receivership actions which affect the Property.
 - h. That there are no state, commonwealth, county, parish, city, town, school district, improvement district, sewer district, water district, or other governmental or

quasigovernmental agency taxes, assessments, or other charges due or owing against the Property, and that no claim has been made by any governmental or quasi-governmental agency that any such taxes, assessments, or other charges levied against the Property are past due.

i. That there are no obligations or claims for streets, paving, sidewalks, sewer lines, water lines, or similar public improvements ("Public Improvements") adjoining the Property, that there are no claims for contribution to Public Improvements outstanding against the Property, and that Owner has signed no petitions for the construction of Public Improvements adjoining the Property.

j. That no work, improvements, or repairs on or to the Property during the **365** days immediately preceding the date of this Affidavit have been done or made.

k. That there are no outstanding bills for labor, services, or materials used in making improvements or repairs on or to the Property, or for services of architects, surveyors, engineers, or any other service providers or suppliers in connection with the Property.

l. That there are no outstanding contracts under which work is to be performed on or to the Property, or under which labor, services, or materials are to be supplied to the Property.

m. That there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Property (including private charges or assessments which have not been timely paid), and that Owner has received no notice or claim of any such violation.

n. That there are no current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Property, and that Owner has received no notice or claim of any such violation.

o. That during Owner's period of ownership, no person has used or attempted to use the surface of the Property for the extraction or development of minerals, water, or other subsurface substances.

p. That there are no cemeteries or burial grounds located on the Property, and that there are no abandoned roads or railroad lines located on the Property.

5. That this affidavit is given for the benefit of First American Title Insurance Company and its insured, and that First American Title Insurance Company and its insured are entitled to rely on the facts herein stated in connection with the issuance of one or more title insurance policies pertaining to the Property and the acquisition of or lending upon the Property.

6. That Owner has not and will not, from and after the effective date of the Commitment through and including the date and time of the recording of documents necessary to effectuate the transaction evidenced by the Commitment, cause or permit to arise any matter contrary to any statement made herein.

Affiant:

_____,
Not individually, but solely as _____ of Cheatham County, TN

Signature: _____

State of Tennessee

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20_____, by _____, proved to me on
the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

Privileged & Confidential

RESOLUTION: 14
RESOLUTION TITLE: To Appoint Ms. Diana Lovell As Chairman Of The Beer Board
DATE: September 19, 2022
MOTION BY: Mr. Mike Breedlove
SECONDED BY: Mr. Eugene O. Evans, Sr.

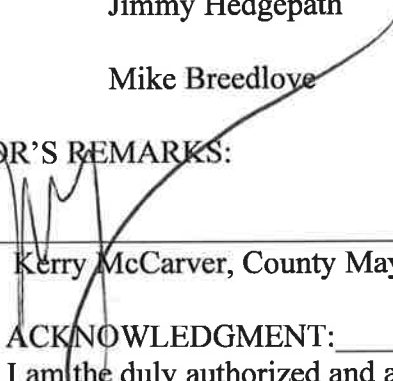
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Ms. Diana Lovell is appointed as Chairman of the Beer Board.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 15
RESOLUTION TITLE: To Appoint Mr. Chris Gilmore As Chairman Of The Education Committee
DATE: September 19, 2022
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Ms. Diana Lovell

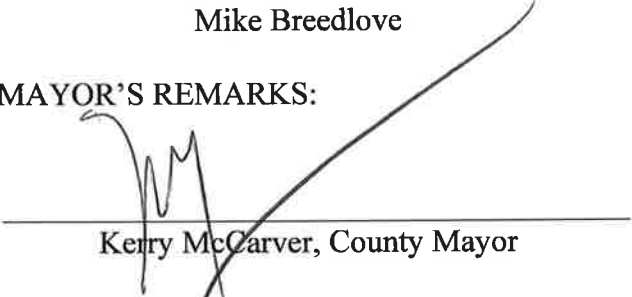
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Chris Gilmore is appointed as Chairman of the Education Committee.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 16

RESOLUTION TITLE: To Appoint Mr. Walter Weakley As Chairman Of The Road And Bridge Committee

DATE: September 19, 2022

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Mike Breedlove

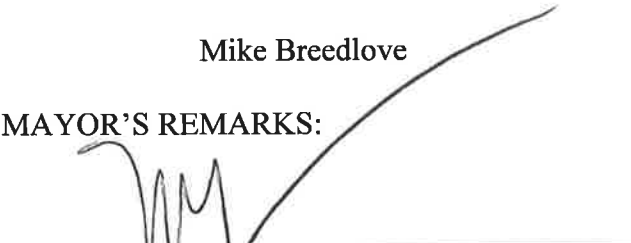
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Walter Weakley is appointed as Chairman of the Road and Bridge Committee.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

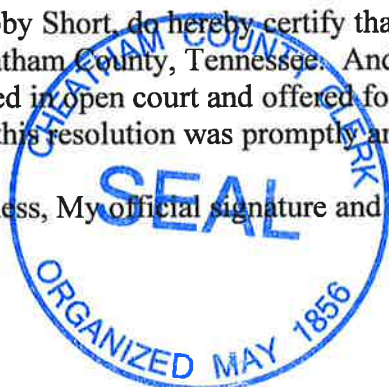


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 17
RESOLUTION TITLE: To Delete The Commercial Development Committee
DATE: September 19, 2022
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

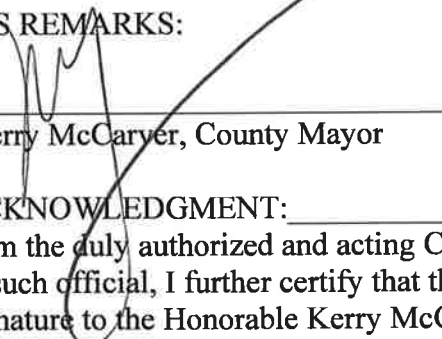
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Commercial Development Committee is deleted.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 18
RESOLUTION TITLE: To Appoint Mr. Chris Gilmore As Chairman Of The Technical Committee
DATE: September 19, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. David Anderson

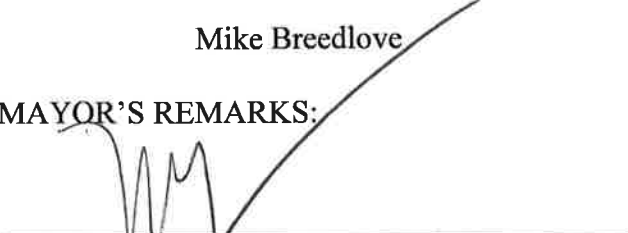
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Chris Gilmore is appointed as Chairman of the Technical Committee.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 19

RESOLUTION TITLE: To Appoint Mr. David Anderson As Chairman Of The Calendar, Rules, and Nominating Committee

DATE: September 19, 2022

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. David Anderson is appointed as Chairman of the Calendar, Rules, and Nominating Committee.

RECORD: Approved by voice vote.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.


Chris Gilmore

Jimmy Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

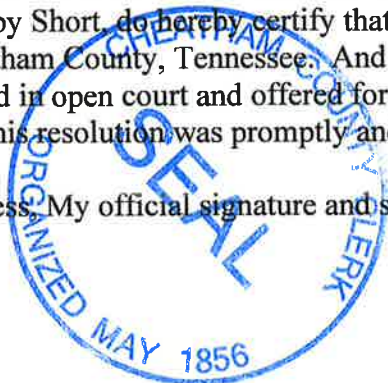

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness My official signature and seal of said county, this 23rd day of September 2022.


Abby Short, County Clerk



RESOLUTION: 20
RESOLUTION TITLE: To Appoint Mr. Calton Blacker As Chairman Of The Capital Improvements Committee
DATE: September 19, 2022
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

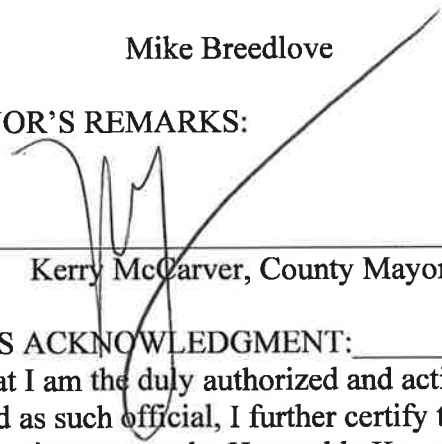
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Calton Blacker is appointed as Chairman of the Capital Improvements Committee.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

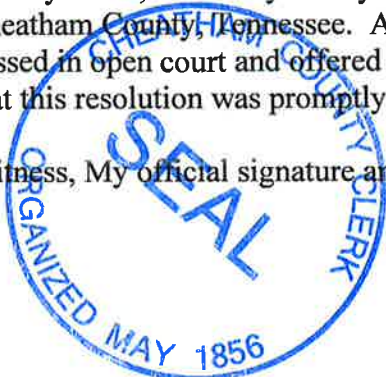
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 21
RESOLUTION TITLE: To Appoint Mr. Eugene O. Evans, Sr. As Chairman Of The Insurance Committee
DATE: September 19, 2022
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Mike Breedlove

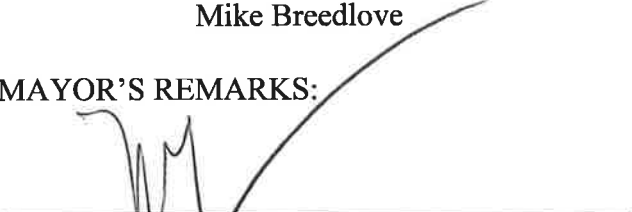
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Eugene O. Evans, Sr. is appointed as Chairman of the Insurance Committee.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

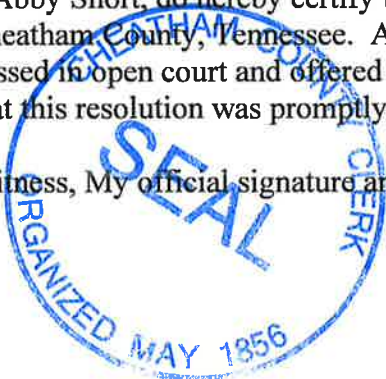
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk

RESOLUTION: 22
RESOLUTION TITLE: To Appoint Mr. B.J. Hudspeth As Chairman Of The Emergency Committee
DATE: September 19, 2022
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

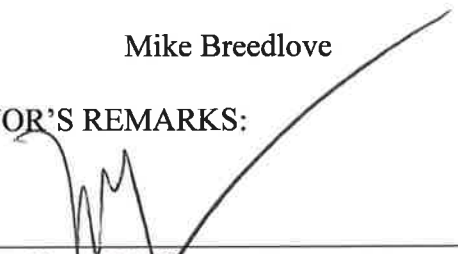
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. B.J. Hudspeth is appointed as Chairman of the Emergency Committee.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

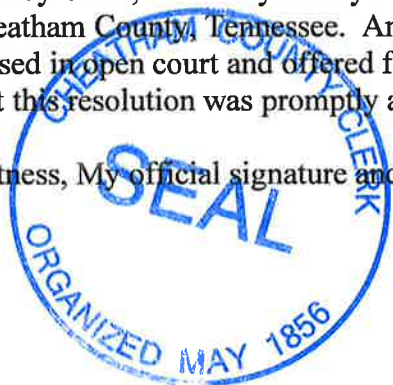


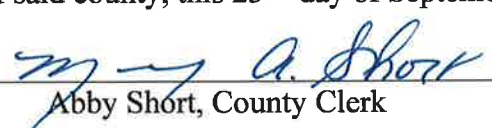
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.





Abby Short, County Clerk

RESOLUTION: 23
RESOLUTION TITLE: Consent Calendar
DATE: September 19, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

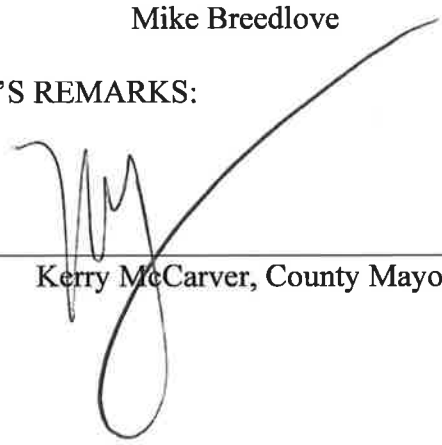
Notaries

<i>Jessica B. Aker</i>	<i>Amy Bagwell</i>	<i>Wanda Baker</i>
<i>Kaylee Biggs</i>	<i>Margaret Brady</i>	<i>Katelyn Busby</i>
<i>Zelma Cantrell</i>	<i>Jessie Chandler</i>	<i>James F. Clemmons</i>
<i>Brittany M. Cramer</i>	<i>Michael Guthrie</i>	<i>Thomas B. Hale</i>
<i>Tammy Krantz</i>	<i>Donna J. McWhorter</i>	<i>Veronica Lynn Stockton</i>
<i>Crystal Taylor</i>	<i>Susan G. Turnbloom</i>	

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.





Abby Short, County Clerk

RESOLUTION: 24
RESOLUTION TITLE: Adjourn
DATE: September 19, 2022
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Eugene O. Evans Sr.

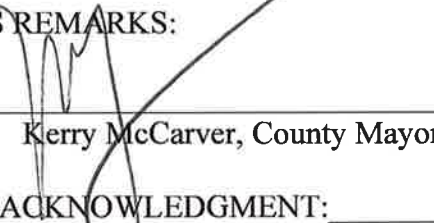
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19th day of September 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:02 P.M.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

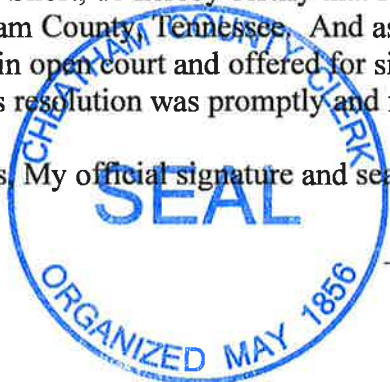
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 23rd day of September 2022.




Abby Short, County Clerk