

**Anderson County Board of Commissioners**  
**OPERATIONS COMMITTEE**  
**AGENDA**

**July 10, 2023**  
**6:00 p.m. Room 312**

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. Land Lease for Anderson County Rescue Squad – requested by Commissioner McKamey**
- 6. Mayor's Report**
  1. Possibility of County Commission going to quarterly meetings to be held in January, April, July and October beginning at 9:30 am, and the special presentation/public hearing portion at 9:00 am.
- 7. Law Director's Report**
  1. Lease Agreement for Anderson County Volunteer Fire Department, Marlow Unit

**New Business**

**Old Business**

**Adjournment**



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

July 5, 2023

Commissioner Tim Isbel  
Chairman, Operations Agenda

RE: Agenda

Dear Chairman Isbel and Honorable Members of the Operations Committee,

I wish to add the following items to the Agenda:

1. Suggestion with possible action, if Operations Committee so chooses. Over the last several months, Operations Committee has discussed how to take a look at our government facilities. At last month's meeting, I suggested perhaps we start by taking tours/visits of each facility. In light of that thinking, I would like Operations Committee to revisit the idea of a quarterly day meeting. Day meetings have been an historical part of Anderson County Government, and have afforded County Commissioners the opportunity to interact with various departments and employees. Departments, such as the Parks, would often host luncheons/fish fries following a daytime commission meeting so that commissioners could visit a location, see facilities, and interact with staff. In order to get up to speed with facilities, I think we will need to schedule several additional dates for on-site visits, but I think a return to quarterly day meetings can be a part of arranging for some of the visits, and would provide other great opportunities for commissioners going forward. I suggest the reinstatement of the prior system of quarterly day meetings to be held in January, April, July, October with the meeting starting at 9:30 a.m., and the special presentation/public hearing portion at 9:00 a.m.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", with a stylized flourish at the end.

Terry Frank

## **LEASE AGREEMENT**

This Lease Agreement is made by and between the parties, the Anderson County Board of Education (Lessor) and Marlow Volunteer Fire Department (Lessee), otherwise known as Anderson County Volunteer Fire Department, Marlow Unit, a non-profit entity organized under the laws of the State of Tennessee.

### **WITNESSETH**

#### **Section 1. LEASE AGREEMENT:**

Lessor hereby leases to Lessee and Lessee accepts lease of the following described premises:

SITUATED within the Civil District No. 1 of Anderson County, Tennessee and bounded and described as follows:

BEGINNING at an iron pin located 51.15 feet from the centerline of Highway 61 at the East boundary of Anderson County Board of Education Parcel No. 612, joining the property of Mr. Clyde E. Wilson, and running S 72 degrees 16' 42" W, 200.0 ft. to an iron pin; thence due South 228.65 ft. to an iron pin; thence N 72 degrees 16' 42" E, 200.0 ft. to an iron pin; thence due North along the boundary line with Mr. Clyde E. Wilson 228.65 ft. TO THE POINT OF BEGINNING.  
(The above description is provided by survey, drawing number ACED "204," having been created by Marvin W. Curl, June 18, 1979.)

BEING a portion of the same property identified by Tax Map 87, Parcel 217.00 in the Office of the Anderson County Property Assessor and consisting of 1.00 acres acre more or less.

**See Exhibit A, above-referenced survey by Marvin W. Curl.**

Further, Lessor requires and Lessee accepts that Lessee must utilize and maintain on above described property a Volunteer Fire Department building to service the Marlow Community and surrounding areas. Property shall be used exclusively for public purpose and no private business or entity shall be allowed to use or sublet property.

#### **Section 2. CONSIDERATION:**

This agreement is made upon consideration of a yearly lease payment in the amount of one dollar (\$1.00) per year for Forty (40) years, for a total consideration of forty dollars (\$40.00) and other benefits and mutual covenants herein set out.

#### **Section 3. TERM OF LEASE:**

This lease shall be effective from the \_\_\_\_ day of \_\_\_\_\_, 2019, through and including the \_\_\_\_ day of \_\_\_\_\_, 2059.

**Section 4. INDEMNITY:**

The Lessee agrees to defend and hold harmless the Lessor from and against any and all claims of or damage to property, or injury to or death of person or persons resulting from or arising out of use of the leased property by the Lessee or the public being served by the Lessee, where such injury, damage, or death occur as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage on premises sufficient to cover any and all claims arising from injuries, illness or death on premise.

**Section 5. DEFAULT:**

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

**Section 6. NO ORAL MODIFICATION:**

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

**Section 7. CANCELLATION:**

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on ninety (90) days written notice to the other in the event the breach, default or failure is not cured during that time. Anderson County Board of Education may cancel Agreement if unforeseen circumstances occur with ninety (90) days written notice to Lessor.

**Section 8. WAIVER:**

A failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

**Section 9. ENTIRE AGREEMENT:**

This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

**Section 10. SEVERABILITY:**

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

**Section 11. EXHIBITS:**

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

**Section 12. MULTIPLE COUNTERPARTS; EFFECTIVENESS:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

**Section 13. JURISDICTION:**

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

**Section 14. BINDING EFFECT:**

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

**Section 15. CHOICE OF LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

**Section 16. NOTICE:**

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys.

**Section 17. TITLES AND SUBTITLES:**

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

**Section 18. ASSIGNMENT:**

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

**Section 19. FURTHER DOCUMENTATION:**

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

**Section 20. RELEASE AND HOLD HARMLESS:**

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise from the lawsuits or circumstances referenced herein. (Subject to Section 4 of this Agreement) The only claim that shall survive this Agreement is compliance with this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ACCEPTANCE BY ANDERSON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
Dr. John Burrell, Chairman

\_\_\_\_\_  
Dr. Tim Parrot, Director of Schools

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeff Cole, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
N. Jay Yeager, A.C. Law Director

**ACCEPTANCE BY MARLOW VOLUNTEER FIRE DEPARTMENT:**

\_\_\_\_\_

\_\_\_\_\_

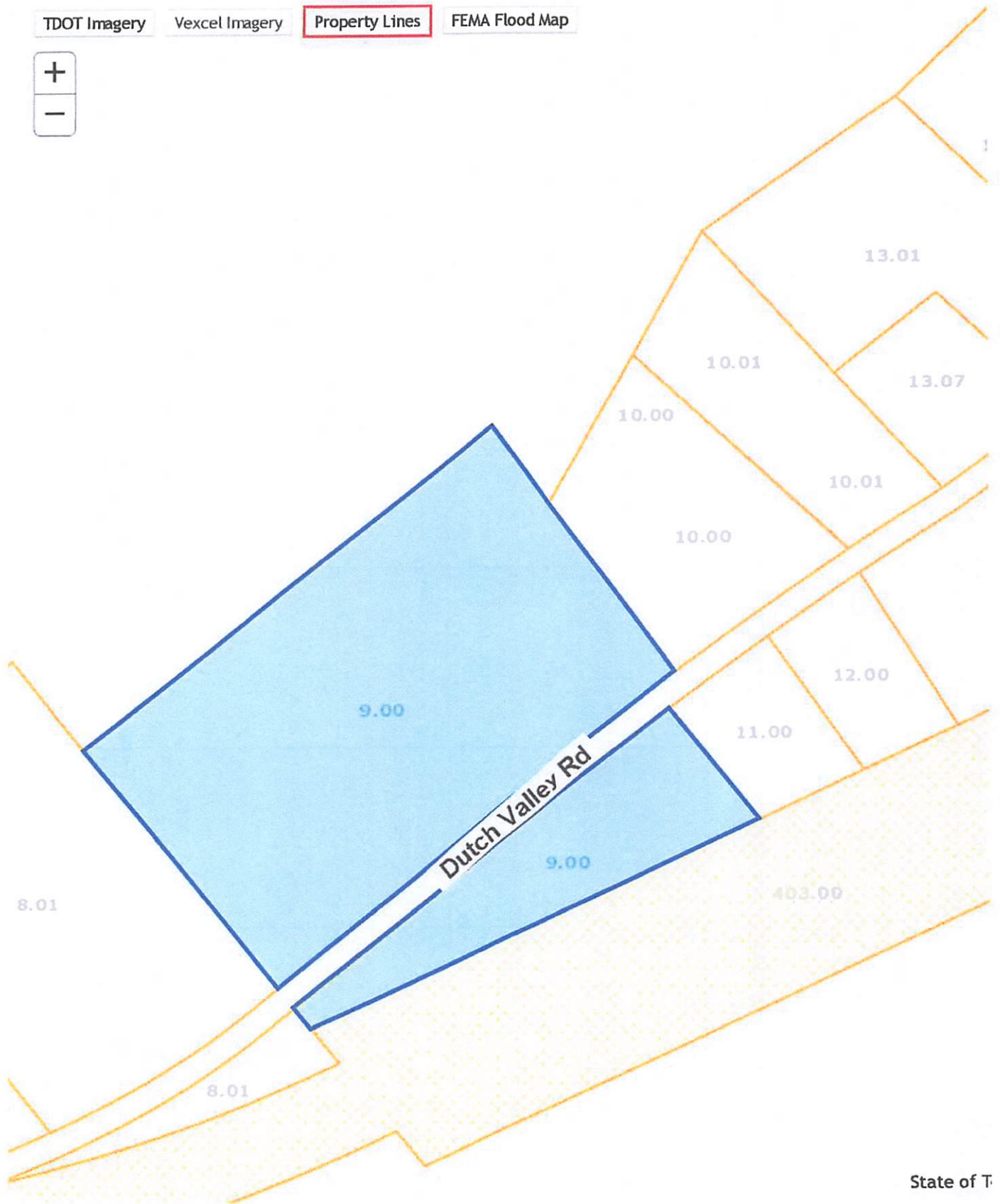
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TDOT Imagery   Vexcel Imagery   **Property Lines**   FEMA Flood Map



State of T



Anderson (001)	Jan 1 Owner	Current Owner	DUTCH VALLEY RD				
tax Year 2023   Reappraisal 2020	WINDROCK LAND COMPANY	614 MABRY HOOD ROAD, SUITE 301	Ctrl Map:	Group:	Parcel:	Pl:	Sl:
	614 MABRY HOOD ROAD, SUITE 301	KNOXVILLE TN 37932	092		009.00	M	001
	KNOXVILLE TN 37932						

Value Information

Land Market Value:	\$100
Improvement Value:	\$0
Total Market Appraisal:	\$100
Assessment Percentage:	40%
Assessment:	\$40

Additional Information

CG HOSKIN SUF

General Information

Ass: 08 - Commercial	City:
City #:	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: V101
District: 01	Number of Mobile Homes: 0
Number of Buildings: 0	Utilities - Electricity: 00 - NONE
Utilities - Water/Sewer: 12 - NONE / NONE	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
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Land Information

Acres: 0	Calculated Acres: 0	Total Land Units: 6.3
Land Code	Soil Class	Units
7 - MIN RIGHTS		6.30

Value Information

Land Market Value: \$55,900  
Improvement Value: \$54,100  
Total Market Appraisal: \$110,000  
Assessment Percentage: 0%  
Assessment: \$0

Additional Information

ARLOW FIRE DEPT #2

General Information

Ass: 01 - County  
City #:  
Special Service District 1: 000  
District: 01  
Number of Buildings: 1  
Utilities - Water/Sewer: 02 - PUBLIC / PRIVATE  
Utilities - Gas/Gas Type: 00 - NONE  
City:  
Special Service District 2: 000  
Neighborhood: VI01  
Number of Mobile Homes: 0  
Utilities - Electricity: 01 - PUBLIC  
Zoning:

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

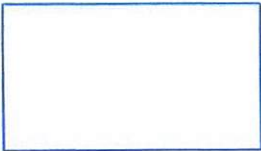
Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
1/1/1000	\$0	H3	181		-	-
1/1/1000	\$0	13	126		-	-

Land Information

Acres: 0	Calculated Acres: 6.3	Total Land Units: 6.3
Land Code	Soil Class	Units
0 - EXEMPT		6.30

Commercial Building #: 1

Improvement Type:  
31 - EDUC/RELIGIOUS  
Quality:  
0 - BELOW AVERAGE -  
Foundation:  
02 - CONTINUOUS FOOTING  
Roof Framing:  
00 - FLAT  
Cabinet/Millwork:  
02 - BELOW AVG  
Interior Finish:  
06 - MASONRY  
Bath Tiles:  
00 - NONE  
Shape:  
01 - RECTANGLE  
Heat and AC:  
02 - WALL/FLR FURN  
Building Sketch



Actual Year Built:  
1960  
Business Living Area:  
4080  
Floor System:  
01 - SLAB ON GRADE  
Roof Cover/Deck:  
10 - BUILT-UP COMPOSITION  
Floor Finish:  
01 - CONCRETE FINISH  
Paint/Decor:  
02 - BELOW AVERAGE  
Electrical:  
02 - BELOW AVG  
Structural Frame:  
02 - MASONRY PIL/STL  
Plumbing Fixtures:  
2  
Interior/Exterior Areas

Type	Square Feet	Exterior Wall
31 - EDUC/RELIGIOUS	4,080	11 - COMMON BRICK

Commercial Features

Type	Units
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office in Clinton the day and date first above written.

W. A. Brown, Clerk.

State of Tennessee,

Anderson County. Personally appeared before me, J. H. Wallace, County Judge of Anderson County, Tennessee, W. A. Brown, Clerk the bargainer to the foregoing instrument, with whom I am personally acquainted and who acknowledged that he executed the same for the purposes therein contained.

Witness my hand at office in Clinton, this 14th day of July 1917.

J. H. Wallace, Judge.

Received for record this the 28 day of July A. D. 1917 at 2 O'Clock P. M.

Geo. J. Riggs Register.

C. W. Hoskins et al  
To  
Anderson County School Board

This Indenture, made this 21 day of May A.D., 1917.  
Between C. W. Hoskins, Jesse J. Hoskins heirs of  
Wm. J. Hoskins Dec. and M. A. Hoskins widow of the said  
Wm. Hoskins Dec. of Anderson County in the State of Tennessee, of the first part, and  
C. C. Wade, A. C. Gamble, C. E. Massengill, W. L. Foster, M. W. Taylor & A. C. Duggins as  
the County Board of Education for Anderson County Tenn., of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Seventy-five (75.00) Dollars and the relinquishment to the condemned lot to the first parties to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described premises, to-wit, situated in District No. Seven (7) of Anderson County, State of Tennessee, Bounded as follows:— "Beginning at a stake S. 16 W. 10 links from a white oak runs thence N. 36½ W. 18 poles to a small black oak; thence N. 48½ E. 36 poles to a stake and pointers; then S. 37½ E. 11 poles to a stake and two pine pointers; then S. 37½ W. 36 poles and 17 links to the beginning, also the little piece of ground between the County road and the Railroad in all four acres more or less.

The parties of the first part and their assigns are to have a road across the east end of the lot for ingress and egress to the land on the side of Walden Ridge, to the County Road, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. To Have And To Hold the said premises to the said parties of the second part and their successors in office and assigns forever.

And the said parties of the first part, for themselves and for their Heirs, Executors and Administrators, do here covenant with the said parties of the second part, and their successors in office and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all encumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Jesse J. Hoskins (L. S.)

Mira Hoskins (L. S.)

C. W. Hoskins (L. S.)

State of Tennessee, )

Anderson County. ) ss.

Personally appeared before me John R. Richards, Notary Public of said County and State, the within named bargainer C. W. Hoskins with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the

purposes therein contained.

Witness my hand and official seal at office this 26 day of May A. D. 1917.

John R. Richards, Notary Public.

State of Tennessee, }

Anderson County. } ss. Personally appeared before me S. T. Peters, a Notary Public of said County and State, the within named bargainors Jesse J. Hoskins and Mira Hoskins with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at office, this 21 day of May A. D. 1917.

S. T. Peters, Notary Public.

Received for record this the 2 day of August A. D., 1917 at 10 O'Clock A. M.

*Geo. J. Riggs* Register.



Poplar Creek M. & Mfg Co.

To

Anderson County School Board.

This Indenture, made and entered into on this 30th day of May 1916 By and Between The Poplar Creek Mining & Manufacturing Company a Corporation duly chartered under the laws of the State of Tennessee, party of the first part, and W. J. Smith, W. R. Riggs, G. P. Norman, J. W. King and J. H. Gammon Members of the County Board of Education of Anderson County Tennessee, and their successors in office parties of the second part.

Witnesseth, That for, and in consideration of the sum of One Dollar in hand paid receipt of which is hereby acknowledged the said party of the first part has bargained and sold, and by these presents transfers and conveys unto the said party of second part, a certain, lot or parcel of land, situated in Oliver Springs and near Poplar Creek, Anderson County, State of Tennessee, and bounded as follows:

Beginning at a stake in the North line of said P. C. M. & M. Co. Town tract of land, opposite the Wm Fritts Residence lot and 30 feet from Fritts corner, then running N. 45 W. 175 feet more or less to the old Chestnut corner of said Town Tract, then running 35 E. with said Co., old line from the Chestnut corner to the old Pine corner of said Town tract, 300 feet more or less to an alley, then with the N. line of this 15 foot alley 175 feet more or less to a stake in the line of Green Street opposite the corner of Jolly Duncan's Residence lot, then running with the N. E. line of Green Street to a stake in the line of Green Street opposite the end of Lookout Avenue, then with the N. E. Line of the old Cave road to beginning corner, Containing three acres more or less. This land is given to said Board of Education for the Building of Houses & c. for the Schools of Anderson County, Tennessee. All mineral Rights in said land are Reserved The above described Property being a portion of The Poplar Creek Mining & Manf'g Co's Addition to Oliver Springs Anderson County, Tennessee, and shown on the map of said Addition. In Office To Have and To Hold, unto the said party of the second part and their successors ----- ever as an indefeasible inheritance in fee simple.

And the said party of the first part covenants to, and with the said party of the second part, that it is lawfully seized of said premises, has a good right to convey, and that the same are unencumbered, and the title as herein conveyed that it will warrant and forever defend against the lawful claim of all persons whomsoever.

In WITNESS of all which, the said party of the first part has hereunto caused its corporate seal to be affixed and this conveyance to be signed by its President, the day and year first above written.

E. A. Reed, Sec & Treas. of P.C.M.&M.Co.

W. D. Richards, President.

State of Tennessee, }  
Anderson County. }

Personally appeared before me E. S. Diggs, Notary Public of said County and State W. D. Richards the President of The Poplar Creek Mining & Manf'g Co., the within named bargainer, with whom I am personally acquainted, and who is known to me to be the President of said Company, and who acknowledged that he, as President of said Poplar Creek Mining & Manf'g Co., and by authority of its Board of Directors, signed and executed the within instrument for said Company, and affixed the Corporate Seal of said Company thereto, as the act and deed of said Company, and for the purposes therein contained.

Witness my hand and seal of office at office, this 1st day of June 1916.

E. S. Diggs, Notary Public.

Received for record this the 2 day of August A. D. 1917 at 10 O'Clock A. M.

Geo. T. Riggs Register.



E. Robbins, Trustee.  
To  
J. Albert Robbins.

This Indenture, Made this 26th day of April A. D. 1917, by and between E. Robbins, Trustee of Knox County, Tenn, Party of the First Part, and J. Albert Robbins of Knox County, Tenn Party of

the second part, WITNESSETH: Whereas, on the 15 day of November A. D. 1916 J. A. Stringfield did duly execute to the Party of the First Part hereto, a certain Trust Deed, (Which was duly registered in the Register's office of Anderson County, Tennessee, on the --- day of November 1916 in Trust Book 12 at page 495 et seq) whereby was conveyed undivided interest in the following described property, to-wit: That certain lot or parcel of land lying in the 11th District of Anderson County, Tennessee.

Beginning at a Chestnut Oak on top of the Chestnut Ridge; thence N. 20 degrees E. 94 poles to a white oak; thence N. 45 W. 40 poles to a stake; thence W. 3 E. 60 poles to a black gum near the Valley Road; thence S. 80 W. 20 poles to a stake in said Road; thence S. 20 W. 14 poles to a small Black gum. S. 55 W. 48 poles to a pine; thence S. 50 E. 38 poles to a sassafras; thence S. 42 W. 70 poles to a Dogwood and pointers; thence S. about 48 E. with the conditional line to a white oak, marked as a corner; thence a South course crossing a branch and running with a hollow to a rock near two small black oaks; thence a S. E. Course to a Chestnut on Yarnell's line; thence with his line a South course to the County line; thence with the County line to the beginning. Containing 200 acres more or less except the piece of land sold to Daniel Herrell on 4/10/1897 by W. M. Stringfield and wife by deed of that date of record in Register's Office at Clinton, Tenn. This piece of land contains two acres more or less. Also two mules about eight year old, named Jule and Tom. and Whereas the said trust so to First Party made, was for the purpose of securing a certain indebtedness of One Hundred & No/100 Dollars, evidenced by one note payable to J. Albert Robbins or order after date. And Whereas the same was not paid at Maturity, but default was made, and thereupon at the request of the beneficiary in said Trust the Party of the First Part hereto did advertise the said property as in said trust provided by a written posted notice at the front door of the Court House, Anderson County Tennessee, to wit: the 10th day of April 1917 giving the time, place and terms of sale: and Whereas on Thursday the 26th day of April A.D. 1917 at 11 O'Clock A.M., at Front Door of the Court House as above stated (The time and place fixed,) the said property was offered for sale at public auction for cash in hand and in bar of the equity of redemption, as provided in said Trust, and being cried for a reasonable time, was finally struck off to the Party of the Second Part hereto, at his bid of One Hundred Thirteen & 30/100 Dollars.