

MAY 11, 2026

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, May 11, 2026, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Cassie Wheeler, Director of Accounts and Budgets, and the following Commissioners:

Joshua Beal	John Gannon	Clayton Rudder
LaTonia Brown	David Harper	David Shelton
Nathan Burkholder	Rashidah Leverett	Autumn Simmons
Carmelle Chandler	Jorge Padro	Jeremiah Walker
Joe Creek	Lisa Prichard	Walker Woodruff
Billy Frye	Chris Rasnic	
Ryan Gallant	Rickey Ray	

PRESENT: 19

ABSENT: Jason Knight and Joe Smith

When and where the following proceedings were had and entered of record, to-wit:

BOARD OF COMMISSIONERS

AGENDA

MAY 11, 2026

CALL TO ORDER – Sheriff John Fuson

IN HONOR OF NATIONAL POLICE WEEK:

READ PRESIDENTIAL PROCLAMATION 3537 – Sheriff John Fuson

HONOR GUARD PRESENTS COLORS– Montgomery County Sheriff's Office Honor Guard

PLEDGE OF ALLEGIANCE – Sheriff John Fuson

POSTING OF THE COLORS – Montgomery County Sheriff's Office Honor Guard

INVOCATION – Chaplain Jeremiah Walker

ROLL CALL

CITIZENS TO ADDRESS THE COMMISSION - *Any member of the public wishing to make public comment should notify the chair or secretary of the meeting of their desire to speak, or at the time the "Public Comment Period" is called, and they will be allowed to speak as required by the statute and the internal rules as allowed.*

PRESENTATIONS

None

ZONING RESOLUTIONS

None

RESOLUTIONS

- 26-5-1*** Resolution Amending the Fiscal Year 2026 Budget of Montgomery County, Tennessee
- 26-5-2*** Resolution to Request Unclaimed Balance of Accounts Remitted to State Treasurer Under Unclaimed Property Act
- 26-5-3*** Resolution Accepting Funds from Tennessee Valley Authority (TVA) for Rotary Park Native Restoration and to Appropriate Funds
- 26-5-4*** Resolution to Approve Donation and Development Agreement for Public Safety Complex in the Kirkwood Area of Montgomery County, Tennessee

Adoption:

- 1. * Commission Minutes dated April 13, 2026
- 2. * County Clerk's Report and Notary List
- 3. * Nominating Committee Nominations
- 4. * County Mayor Appointments & Nominations
- 5. * Highway Dept. Road List – 1/12026 to 3/31/2026

CONSENT AGENDA CONSIDERATION

Items in this portion of the agenda are considered to be routine and non-controversial by the County Commission and may be approved by one motion; however, a member of the County Commission may request that an item be removed for separate consideration.

REPORTS FILED

1. Building & Codes Reports
2. 2025 County Courtroom Security Survey
3. Driver Safety Update
4. A&B Revenue & Expense Reports
5. Trustee Reports
6. Airport Update
7. Capital Project Update

ANNOUNCEMENTS

In honor of **National Law Enforcement Memorial Day**, the Clarksville Police Department will host a memorial service to pay tribute to fallen officers from our community. The service will be at **10:00 a.m. on Friday, May 15th** at **CPD Headquarters**, 135 Commerce Street.

The Veterans Service Organization will host a **Memorial Day Ceremony** on **Monday, May 25th**, at **10:00 a.m.** The event will take place at **Civic Hall**. All community members are invited to attend and join in honoring those who have served and sacrificed for our country.

Montgomery County and the City of Clarksville invite the community to a joint celebration of America's 250th anniversary on July 3 and 4, 2026, in downtown Clarksville, featuring two days of family-friendly festivities, entertainment, and patriotic activities.

ADJOURN – Sheriff John Fuson

In honor of National Police Week, Sheriff Fuson read Proclamation 3537.

The Montgomery County Sheriff's Office Honor Guard presented the Posting of the Colors.

Proclamation 3537—Peace Officers Memorial Day and Police Week

May 4, 1963

By the President of the United States of America
A Proclamation

Whereas, from the beginning of this Nation, law enforcement officers have played an important role in safeguarding the rights and freedoms which are guaranteed by the Constitution and in protecting the lives and property of our citizens; and

Whereas, through constant application of new procedures and techniques, such officers are becoming more efficient in their enforcement of our laws; and

Whereas it is important that our people know and understand the problems, duties, and responsibilities of their police departments and the necessity for cooperating with them in maintaining law and order; and

Whereas it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers and for the contributions they have made to the security and well-being of all our people; and

Whereas, by a joint resolution approved October 1, 1962 (76 Stat. 676), the Congress has requested the President to designate May 15 of each year as Peace Officers Memorial Day and the calendar week during which such May 15 occurs as Police Week:

Now, Therefore, I, John F. Kennedy, President of the United States of America, do hereby designate May 15, 1963, and May 15 of each succeeding year, as Peace Officers Memorial Day, in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

I also designate the week of May 12 through May 18, 1963, and the calendar week during which May 15 occurs of each succeeding year, as Police Week, in recognition of the service given by the men and women who, night and day, protect us through enforcement of our laws.

I invite State and local governments, patriotic, civic, and educational organizations, and the people of the United States generally, to observe Peace Officers Memorial Day and Police Week in this year and each succeeding year with appropriate ceremonies in which all our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities, and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this fourth day of May in the year of our Lord nineteen hundred and sixty-three, and of the Independence of the United States of America the one hundred and eighty-seventh.



JOHN F. KENNEDY

By the President:
GEORGE W. BALL,
Acting Secretary of State

The floor was opened for the public comment period. No speakers addressed the Commission.

The following Resolutions and Items were Adopted and Approved as part of the Consent Agenda:

- 26-5-1** Resolution Amending the Fiscal Year 2026 Budget of Montgomery County, Tennessee
- 26-5-2** Resolution to Request Unclaimed Balance of Accounts Remitted to State Treasurer Under Unclaimed Property Act
- 26-5-3** Resolution Accepting Funds from Tennessee Valley Authority (TVA) for Rotary Park Native Restoration and to Appropriate Funds
- 26-5-4** Resolution to Approve Donation and Development Agreement for Public Safety Complex in the Kirkwood Area of Montgomery County, Tennessee
 - Commission Minutes dated April 13, 2026
 - County Clerk's Report
 - Nominating Committee Nominations
 - County Mayor Appointments & Nominations
 - Highway Department Road List - 1/1/2026 – 3/31/2026

**RESOLUTION AMENDING THE FISCAL YEAR 2026 BUDGET
OF MONTGOMERY COUNTY, TENNESSEE**

WHEREAS, the County Commission adopted the Fiscal Year 2026 budget by Resolution 25-6-9 on July 9, 2025; and

WHEREAS, the Director of Accounts and Budgets performs continuing reviews of the status of funding needs and the receipts of revenues anticipated in support of the various budgets; and

WHEREAS, the County Commission desires to appropriate funding to these expenditure accounts from various sources including revenues, designated fund balances, and/or other sources within the funds in which those accounts operate.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 11th day of May, 2026, hereby adopts the changes to the FY 2026 budget as reflected in **Schedule 1** attached to this Resolution.

Duly passed and approved this 11th day of May, 2026.

Sponsor

Wes Golden
Wes Golden

Commissioner

Rickey Ray
Rickey Ray

Approved

Wes Golden
Wes Golden, County Mayor

Attested

Teresa Cottrell
Teresa Cottrell, County Clerk



Budget Amendment - Schedule 1

General Fund Revenues



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
Local Taxes				
40110 CURRENT PROPERTY TAX	98,388,000		98,388,000	
40120 TRUSTEE'S COLLECTIONS	800,000		800,000	
40125 TRUSTEE COLLECTIONS - BANKRUPTCY	30,000		30,000	
40130 CIRCUIT/CHANCERY COLLECTIONS	500,000		500,000	
40140 INTEREST & PENALTY	300,000		300,000	
40161 PMTS IN LIEU OF TAXES	763		763	
40162 PMTS IN LIEU OF TAXES -UTILITY	1,640,000		1,640,000	
40163 PMTS IN LIEU OF TAXES	851,533		851,533	
40220 HOTEL/MOTEL TAX	2,500,000		2,500,000	
40250 LITIGATION TAX - GENERAL	390,000		390,000	
40260 LITIGATION TAX-SPECIAL	80,000		80,000	
40270 BUSINESS TAX	2,000,000		2,000,000	
40320 BANK EXCISE TAX	450,000		450,000	
40330 WHOLESALE BEER TAX	400,000		400,000	
40350 INTERSTATE TELECOMMUNICATIONS	-		-	
Total Local Taxes	108,330,296	-	108,330,296	
Licenses & Permits				
41120 ANIMAL REGISTRATION	215,000		215,000	
41130 ANIMAL VACCINATION	16,000		16,000	
41140 CABLE TV FRANCHISE	300,000		300,000	
41520 BUILDING PERMITS	1,500,000		1,500,000	
41540 PLUMBING PERMITS	30,000		30,000	
41590 OTHER PERMITS	465,000		465,000	
Total Licenses & Permits	2,526,000	-	2,526,000	
Fines, Forfeitures & Penalties				
42110 FINES	14,000		14,000	
42120 OFFICERS COSTS	20,000		20,000	
42141 DRUG COURT FEES	1,600		1,600	
42142 VETERANS TREATMENT COURT	1,800		1,800	
42190 DATA ENTRY FEES -CIRCUIT	9,000		9,000	
42191 COURTROOM SECURITY - CIRCUIT	7,500		7,500	
42192 CIRCUIT COURT VICTIMS ASSESSMENT	3,525		3,525	
42310 FINES	135,000		135,000	

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
42311 FINES - LITTERING	250		250	
42320 OFFICERS COSTS	275,000		275,000	
42330 GAME & FISH FINES	500		500	
42341 DRUG COURT FEES	20,000		20,000	
42342 VETERANS TREATMENT COURT	15,000		15,000	
42350 JAIL FEES GENERAL SESSIONS	300,000		300,000	
42380 DUI TREATMENT FINES	20,000		20,000	
42390 DATA ENTRY FEE-GENERAL SESSIONS	63,000		63,000	
42392 GEN SESSIONS VICTIM ASSESSMENTS	60,000		60,000	
42410 FINES	1,700		1,700	
42420 OFFICERS COSTS	15,000		15,000	
42450 JAIL FEES	25,000		25,000	
42490 DATA ENTRY FEE-JUVENILE	10,250		10,250	
42520 OFFICERS COSTS	35,000		35,000	
42530 DATA ENTRY FEE -CHANCERY	5,000		5,000	
42610 FINES	1,000		1,000	
42641 DRUG COURT FEES	30,000		30,000	
42910 PROCEEDS-CONFISCATED PROPERTY	1,000		1,000	
42990 OTHER FINES/FORFEITS/PENALTIES	18,300		18,300	
Total Fines, Forfeitures & Penalties	1,088,425	-	1,088,425	
Charges for Current Services				
43120 PATIENT CHARGES	6,900,000		6,900,000	
43140 ZONING STUDIES	5,000		5,000	
43190 OTHER GENERAL SERVICE CHARGES	65,000		65,000	
43340 RECREATION FEES	110,000		110,000	
43350 COPY FEES	9,900		9,900	
43365 ARCHIVE & RECORD MANAGEMENT	475,500		475,500	
43366 GREENBELT LATE APPLICATIONS	-		-	
43370 TELEPHONE COMMISSIONS	236,000		236,000	
43380 VENDING MACHINE COLLECTIONS	68,000		68,000	
43383 TITLING & REGISTRATION	190,000		190,000	
43392 DATA PROCESSING FEES -REGISTER	80,000		80,000	
43393 PROBATION FEES	27,000		27,000	
43394 DATA PROCESSING FEES - SHERIFF	30,000		30,000	
43395 SEXUAL OFFENDER FEE - SHERIFF	18,000		18,000	

Budget Amendment - Schedule 1

General Fund Revenues



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
43396 DATA PROCESSING FEE-COUNTY CLERK	30,000		30,000	
43990 OTHER CHARGES FOR SERVICES	5,000		5,000	
Total Charges for Current Services	8,249,400	-	8,249,400	
Other Local Revenues				
44110 INTEREST EARNED	5,000,000		5,000,000	
44120 LEASE/RENTALS	313,320		313,320	
101-00000-APSU0-00-44120	-	448,649	448,649	Recognize Austin Peay Lease
44140 SALE OF MAPS	3,000		3,000	
44145 SALE OF RECYCLED MATERIALS	-		-	
44170 MISCELLANEOUS REFUNDS	264,100		264,100	
101-53600-00000-53-44170	50,000	30,000	80,000	Reimbursement for witness fees
44530 SALE OF EQUIPMENT	60,974		60,974	
44990 OTHER LOCAL REVENUES	480,348		480,348	
Total Other Local Revenues	6,171,742	478,649	6,650,391	
Fees Received from County Officials				
45510 COUNTY CLERK	2,450,000		2,450,000	
45520 CIRCUIT COURT CLERK	700,000		700,000	
45540 GENERAL SESSIONS COURT CLERK	1,700,000		1,700,000	
45550 CLERK & MASTER	425,000		425,000	
45560 JUVENILE COURT CLERK	200,000		200,000	
45580 REGISTER	1,300,000		1,300,000	
45590 SHERIFF	85,000		85,000	
45610 TRUSTEE	5,000,000		5,000,000	
Total Fees Received from County Officials	11,860,000	-	11,860,000	
State of Tennessee				
46110 JUVENILE SERVICES PROGRAM	705,867		705,867	
46210 LAW ENFORCEMENT TRAINING	134,400		134,400	
46240 SCHOOL RESOURCES OFFICERS	3,075,000		3,075,000	
46290 OTHER PUBLIC SAFETY GRANT	-		-	
101-54120-00000-54-46290-00076	-	45,600	45,600	SRO salary supplement
46330 EMS TRAINING PROGRAMS	29,600		29,600	
46390 OTHER HEALTH & WELFARE GRANT	520,374		520,374	
46430 LITTER PROGRAM	182,500		182,500	

Budget Amendment - Schedule 1

General Fund Revenues



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
46490 OTHER PUBLIC SAFETY GRANTS	32,000		32,000	
46810 FLOOD CONTROL	3,500		3,500	
46830 BEER TAX	20,000		20,000	
46835 VEHICLE CERTIFICATE OF TITLE	26,000		26,000	
46840 ALCOHOLIC BEVERAGE TAX	400,000		400,000	
46845 OPIOID SETTLEMENT FUNDS	646,881		646,881	
46851 STATE REVENUE SHARING	2,200,000		2,200,000	
46852 REVENUE SHARING-TELECOM	290,000		290,000	
46855 SHARED SPORTS GAMING PRIVILEGE	115,000		115,000	
46890 PRISONER TRANSPORTATION	10,000		10,000	
46915 CONTRACTED PRISONER BOARD	900,000		900,000	
46960 REGISTRAR'S SALARY SUPPLEMENT	15,164		15,164	
46980 OTHER STATE GRANTS	4,447,402		4,447,402	
101-54240-00000-54-46980-G5235	92,448	14,037	106,485	Increase in CACTN grant
46990 OTHER STATE REVENUES	216,775		216,775	
Total State of Tennessee	14,062,911	59,637	14,122,548	
Federal Revenues				
47235 HOMELAND SECURITY GRANTS	277,736		277,736	
47250 SHERIFF TUITION REIMBURSEMENT	-		-	
47590 OTHER FEDERAL THROUGH STATE	608,552		608,552	
47700 ASSET FORFEITURE FUNDS	57,500		57,500	
47990 OTHER DIRECT FEDERAL REV	2,400		2,400	
Total Federal Revenues	946,188	-	946,188	
Other Governments & Citizen Groups				
48110 PRISONER BOARD	-		-	
48130 CONTRIBUTIONS	256,490		256,490	
101-00000-00000-00-48130	-	115,560	115,560	Reimbursement for green certification position
48140 CONTRACTED SERVICES	280,000		280,000	
48610 DONATIONS	333,500		333,500	
48990 OTHER	4,000		4,000	
Total Other Governments & Citizen Groups	873,990	115,560	989,550	

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
Non-Revenue Source				
49700 INSURANCE PROCEEDS	165,300		165,300	
101-51300-00000-52-49700	17,249	2,517	19,766	Insurance proceeds - correction
101-52600-00000-52-49700	-	14,162	14,162	Insurance proceeds - lightning strike
49800 OPERATING TRANSFERS	1,025,000		1,025,000	
Total Non-Revenue Source	1,207,549	16,679	1,224,228	
TOTAL GENERAL FUND REVENUES	155,316,501	670,525	155,987,026	
Increase (Decrease) in Budgeted Fund Balance		670,525		

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
51100 COUNTY COMMISSION	449,008		449,008	
51210 BOARD OF EQUALIZATION	10,770		10,770	
51220 BEER BOARD	7,306		7,306	
51240 OTHER BOARDS & COMMITTEE	6,890		6,890	
51300 COUNTY MAYOR	871,818		871,818	
101-51300-00000-51-51680	-	2,662	2,662	Intern for remainder of FY
101-51300-00000-51-51690	45,581	(2,662)	42,919	Transfer for intern
101-51300-00000-51-57180	20,559	2,517	23,076	Insurance proceeds - correction
51310 HUMAN RESOURCES	1,463,276		1,463,276	
101-51310-00000-51-52070	100,174	(2,186)	97,988	Transfer for unemployment
101-51310-00000-51-52100	-	2,186	2,186	Unemployment compensation
51400 COUNTY ATTORNEY	300,000		300,000	
51500 ELECTION COMMISSION	1,282,410		1,282,410	
51600 REGISTER OF DEEDS	1,052,806		1,052,806	
51720 PLANNING	654,911		654,911	
51730 BUILDING	903,844		903,844	
51750 CODES COMPLIANCE	1,691,782		1,691,782	
51760 GEOGRAPHICAL INFORMATION SYSTEMS	424,263		424,263	
51800 COUNTY BUILDINGS	757,043		757,043	
101-51800-00000-51-51890-P0029	-	100	100	Employee service awards
51810 FACILITIES	4,917,968		4,917,968	
101-51810-00000-51-51890	-	400	400	Employee service awards
51900 OTHER GENERAL ADMINISTRATION	1,795,563		1,795,563	
51910 ARCHIVES	616,846		616,846	
101-51910-00000-51-52070	24,253	6,675	30,928	Medical Insurance - employee change
52100 ACCOUNTS & BUDGETS	1,402,848		1,402,848	
52200 PURCHASING	550,832		550,832	
52300 PROPERTY ASSESSOR'S OFFICE	2,768,203		2,768,203	
52400 COUNTY TRUSTEES OFFICE	1,226,777		1,226,777	
101-52400-00000-52-52100	-	3,900	3,900	Unemployment compensation
52500 COUNTY CLERK'S OFFICE	4,933,205		4,933,205	
101-52500-00000-52-51890	-	1,150	1,150	Employee service awards
52600 INFORMATION SYSTEMS	6,518,519		6,518,519	
101-52600-00000-54-51890	-	100	100	Employee service awards

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
101-52600-00000-54-53990	144,653	1,290	145,943	Insurance proceeds - lightning strike - contracted services
101-52600-00000-52-57090	76,000	12,872	88,872	Insurance proceeds - lightning strike - switch replacement
52900 OTHER FINANCE	61,300		61,300	
53100 CIRCUIT COURT	6,015,669		6,015,669	
101-53100-00000-53-51890	-	1,100		Employee service awards
53300 GENERAL SESSIONS COURT	226,142		226,142	
101-53300-00000-53-51020	766,920	12,782	779,702	New GS Judge started in December 2025
53330 DRUG COURT	111,500		111,500	
53400 CHANCERY COURT	1,209,495		1,209,495	
101-53400-00000-53-51890	-	100	100	Employee service awards
101-53400-00000-53-53990	10,000	5,568	15,568	e-filing equipment (using reserves)
101-53400-00000-53-54990	11,284	137	11,421	e-filing service (using reserves)
53500 JUVENILE COURT	2,354,017		2,354,017	
53600 DISTRICT ATTORNEY GENERAL	133,988		133,988	
101-53600-00000-53-51870	-	500	500	Overtime & Comp time payout
101-53600-00000-53-51890	205,156	6,900	212,056	New position - higher step
101-53600-00000-53-52010	12,589	111	12,700	Increase social security taxes
101-53600-00000-53-52040	15,880	5,600	21,480	New position - Legacy TCRS
101-53600-00000-53-52170	2,586	(1,055)	1,531	Reduce TCRS Hybrid stabilization
101-53600-00000-53-53550	69,328	30,000	99,328	Witness travel fees - reimbursed
53610 OFFICE OF PUBLIC DEFENDER	264,015		264,015	
53700 JUDICIAL COMMISSIONERS	468,211		468,211	
53800 RECOVERY COURTS	1,180,615		1,180,615	
53900 OTHER ADMINISTRATION/ JUSTICE	552,208		552,208	
101-53900-00000-53-51890-P0154	-	500	500	Employee service awards
53910 ADULT PROBATION SERVICES	1,633,714		1,633,714	
54110 SHERIFF'S DEPARTMENT	24,102,763		24,102,763	
101-54110-00000-54-51890	-	1,550	1,550	Employee service awards
54120 SPECIAL PATROLS	7,126,047		7,126,047	
101-54120-00000-51880-00076	-	45,600	45,600	SRO Salary supplement
101-54120-00000-51890-00076	-	450	450	Employee service awards
54150 DRUG ENFORCEMENT	122,500		122,500	
54160 SEXUAL OFFENDER REGISTRY	22,370		22,370	

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
54210 JAIL	20,268,905		20,268,905	
101-54210-00000-54-51890	-	1,400	1,400	Employee service awards
54220 WORKHOUSE	2,292,825		2,292,825	
101-54220-00000-54-51890	-	100	100	Employee service awards
54230 COMMUNITY CORRECTIONS	890,879		890,879	
101-54230-00000-54-51890-G5156	-	150	150	Employee service awards
54240 JUVENILE SERVICES	489,832		489,832	
101-54240-00000-54-53550-G5235	-	7,986	7,986	Increase in CACTN grant
101-54240-00000-54-53990-G5235	90,948	6,052	97,000	Increase in CACTN grant
54310 FIRE PREVENTION & CONTROL	4,092,655		4,092,655	
54410 EMERGENCY MANAGEMENT	585,248		585,248	
54490 OTHER EMERGENCY MANAGEMENT	96,465		96,465	
101-54490-00000-54-53990-G2550	40,000	(20,354)	19,646	Reallocate grant expenses
101-54490-00000-54-54990-G2550	66,921	20,354	87,275	Reallocate grant expenses
54610 COUNTY CORONER / MED EXAMINERS	585,000		585,000	
55110 HEALTH DEPARTMENT	316,431		316,431	
55120 RABIES & ANIMAL CONTROL	3,243,355		3,243,355	
55130 AMBULANCE SERVICE	23,402,020		23,402,020	
55190 OTHER LOCAL HEALTH SERVICES	3,696,661		3,696,661	
101-55190-00000-55-51890	-	800	800	Employee service awards
55390 APPROPRIATION TO STATE	156,123		156,123	
55590 OTHER LOCAL WELFARE SERVICES	20,825		20,825	
55900 OTHER PUBLIC HEALTH & WELFARE	-		-	
56500 LIBRARIES	4,099,487		4,099,487	
56700 PARKS & FAIR BOARDS	5,170,849		5,170,849	
56900 OTHER SOCIAL, CULTURAL & RECREATION	9,688		9,688	
57100 AGRICULTURAL EXTENSION SERVICE	562,483		562,483	
101-57100-00000-57-53990	60,595	25,000	85,595	Dead animal removal
101-57100-00000-57-55990	-	2,500	2,500	Deductible insurance billing
57300 FOREST SERVICE	2,000		2,000	
57500 SOIL CONSERVATION	77,449		77,449	
57800 STORM WATER MANAGEMENT	-		-	
58110 TOURISM	1,825,000		1,825,000	
58120 INDUSTRIAL DEVELOPMENT	2,548,179		2,548,179	
58220 AIRPORT	509,683		509,683	

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 04/15/2026	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
58300 VETERAN'S SERVICES	903,869		903,869	
101-58300-00000-58-51890	-	100	100	Employee service awards
58400 OTHER CHARGES	4,783,000		4,783,000	
58500 CONTRIBUTION TO OTHER AGENCIES	3,777,749		3,777,749	
58600 EMPLOYEE BENEFITS	826,000		826,000	
58900 MISC-CONTINGENCY RESERVE	15,000		15,000	
64000 LITTER & TRASH COLLECTION	227,224		227,224	
99100 OPERATING TRANSFERS	4,132,280		4,132,280	
Total General Fund Expenditures	171,562,033	182,935	171,743,868	
Increase (Decrease) in Budgeted Fund Balance		(182,935)		

**RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS
REMITTED TO STATE TREASURER UNDER
UNCLAIMED PROPERTY ACT**

WHEREAS, Tennessee Code Annotated Section 66-29-146(c), provides that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100.00, less a proportionate share of the cost administering the program; and

WHEREAS, Montgomery County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, Montgomery County agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et. Seq., and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer; and

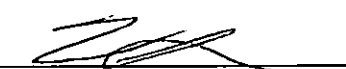
WHEREAS, it is agreed this local government will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on the 11th day of May, 2026, that Montgomery County requests the State Treasurer to pay the unclaimed balance of funds in accordance with the provisions of Tennessee Code Annotated Section 66-29-146(c). A list of remittances made by or on behalf of the local government and its agencies is attached.

Duly passed and approved this 11th day of May, 2026.

Sponsor 
Wes Golden

Commissioner 
Rashidah Leverett

Approved 
Wes Golden, County Mayor

Attested 
Teresa Cottrell, County Clerk



**REMITTANCES FILED BY OR ON BEHALF
OF LOCAL GOVERNMENT AND ITS AGENCIES**

Name of County/Municipality MONTGOMERY COUNTY GOVERNMENT

Mailing Address PO BOX 368
CLARKSVILLE TN 37041-0368

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance	Date of Remittance	Federal employer tax ID #
Montgomery Co General Sessions Court	8676			62-1575527
Montgomery County Chancery Court	8580			62-6000764
Montgomery County Clerks Office	39198			62-6000764
Montgomery County Jail	38191			62-6000764
Montgomery County Trustee	34410			62-6000764
Montgomery County Government	42504			62-6000764
Montgomery County Circuit Court	8579			62-1575527

I certify that any agencies included in this request are chartered under this local government.

931-648-5705
Phone Number

Cassie A. Wheeler
(Signature)

Cassie A Wheeler
Printed Name

Director of Accounts & Budgets
(Title)

Date April 16, 2026

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

**RESOLUTION ACCEPTING FUNDS FROM TENNESSEE VALLEY AUTHORITY
(TVA) FOR ROTARY PARK NATIVE RESTORATION AND TO APPROPRIATE
FUNDS**

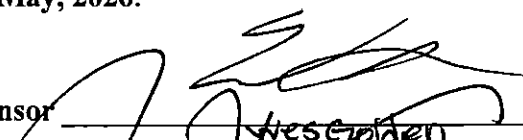
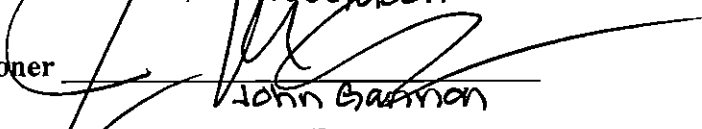
WHEREAS, the Tennessee Valley Authority (TVA) has set out to fund projects under TVA lines to restore native grasslands that support pollinators while providing an opportunity to engage the community in the importance of native plants and pollinators; and

WHEREAS, the Montgomery County Parks and Recreation Department through the efforts of the Wade Bourne Nature Center has identified portions of Rotary Park and relevant programming to align with the TVA goal, see Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 11th day of May, 2026, that the Commission hereby accepts designated funds from TVA in the amount of \$25,000 for the proposed Rotary Park restoration and approves the following budget appropriation:

Account	Description	Total
101-56700-00000-56-48610	Donations	<\$25,000>
101-56700-00000-56-53990	Other Contracted Services	20,000
101-56700-00000-56-54990	Other Supplies & Materials	5,000

Duly passed and approved this 11th day of May, 2026.

Sponsor 
 Commissioner 
 Approved 
 Wes Golden, County Mayor

Attested 
 Teresa Cottrell, County Clerk



Exhibit A



Valley Authority, 1101 Market Street, Chattanooga, Tennessee 37402

Cooperative Agreement No. **TBD**

Mayor Wes Golder
Montgomery County Parks and Recreation
2308 Rotary Park Drive
Clarksville, TN 37043

Dear Mayor Golden:

This letter agreement, which includes all attachments hereto, (Agreement) sets forth the terms and conditions of an Agreement between the Tennessee Valley Authority (TVA), a corporate agency and instrumentality of the United States government, and Montgomery County Parks and Recreation (Agency) to restore native grasslands that support pollinators and engage the community in the protection of native plants and pollinators in Clarksville, TN.

The term of the Agreement shall begin upon execution and shall terminate 30 September 2029 unless otherwise modified or extended by both parties in writing; provided, however, that either party may terminate this Agreement on thirty (30) days written notice to the other.

Agency Responsibilities

Agency will:

1. Perform the work as set forth in Attachment A:
2. Keep and make available for a period of three (3) years from the ending date of this Agreement, accurate records and books of accounts showing the items and costs billed under this Agreement, as well as cost data supporting any proposal submitted to TVA in connection with this Agreement. At no expense to Agency and upon reasonable notice, TVA, or its agents, shall have the right to audit without restriction, at any time during normal working hours, the costs incurred in connection with the services performed hereunder and may examine Agency books and records relating thereto. Agency shall include the requirements of this section in each subcontract hereunder. Any payments to Agency which are not in accordance with the Agreement or are for costs not supported by Agency books, records, documents, or other valid evidences shall be subject to refund to TVA.
3. Comply with applicable laws and regulations pertaining to its responsibilities and work in connection with this Agreement. Agency will comply with, to the extent applicable, the following regulatory provisions which are hereby incorporated by reference and are available at <http://supplier.tva.gov> under "Referenced Clauses": Affirmative Action and Equal Opportunity; Asbestos Containing Materials; Officials Not To Benefit; Small Business Policy; Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246); Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. pts. 1302, 1307, 1309, and 1317, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement.
4. Comply with the terms of this Agreement.
5. To the fullest extent permitted by law, indemnify TVA against and hold TVA harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property or loss of life or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the performance of this Agreement, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of TVA.

6. During the term of this Agreement, Agency will maintain at its own expense the following insurance coverages:
- Commercial general liability insurance on an occurrence basis for bodily injury, death, "broad form" property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence.
 - Commercial auto liability coverage on all owned, non-owned, and hired vehicles with coverage limits of not less than \$1,000,000 per occurrence.
 - Workers compensation insurance as required by law or statute, including employers' liability coverage for injury, disease, and death, with coverage limits of not less than \$1,000,000 per accident and employee. A USL&H "If Any" endorsement should be secured for any work near navigable bodies of water.

Insurance carriers will be rated A- or better by A.M. Best Company. The liability policies listed above will name the United States and TVA as an additional insured as their interests may appear. The policies will contain a severability of interests and waiver of subrogation clause in favor of TVA. Policies will provide thirty (30) days' written notice prior to cancellation.

7. Upon TVA's prior approval, Agency may self-insure rather than obtain the insurance coverages required above. However, such self-insurance status, will in no way diminish Agency's responsibilities to TVA that would have otherwise been covered by insurance if Agency were not self-insured. If TVA approves Agency's self-insurance status; but then Agency's financial status does not meet TVA's minimum standards, Agency must obtain the above insurance coverages. If Agency is self-insured it shall require its subcontractors, if any, under this Agreement to have the insurance coverages set forth above and Agency shall provide to TVA, upon TVA's request, evidence of such insurance.
8. As directed by TVA, name TVA as a project partner in all media releases and social media listings/communications made in connection with this Agreement.
9. Provide future inspections of project elements and provide ongoing patrols/law enforcement along with maintenance and operations support for all listed projects.
10. In no way interfere with TVA's or the public's use (if public use is permitted) of all or part of any TVA site unless specifically authorized in writing by TVA.
11. Obtain any necessary permits and licenses required to perform under this Agreement.

TVA Responsibilities

TVA will:

- Make payment to Agency, in a lump sum total amount not-to-exceed fifty thousand dollars (\$50,000) for the performance of work under this Agreement. Payment will be made to Agency by TVA within 45 days after receipt by TVA of an acceptable invoice. The invoice should be sent via email to accountspayable@tva.gov or sent to Tennessee Valley Authority, Accounts Payable, 400 West Summit Hill Drive, Knoxville, Tennessee, 37902. The Agreement number, itemized expenses (if reimbursement of expenses is authorized), and date shall be referenced on all invoices.
- Provide such technical advice and assistance as TVA, in its sole discretion, determines it is in a position to provide.

Onsite Work

If Agency performs any work in connection with this Agreement on a TVA site, which for purposes of this Agreement includes any property on or to which TVA has any property interest, including, without limitation, ownership or lease, license, or easement rights, the following terms and conditions shall apply to such onsite work:

1. The Native American Graves Protection and Repatriation Act and the Archaeological Resources Protection Act apply to archaeological resources located on a TVA site. Agency shall not disturb or alter in any way the existing state of any archaeological sites, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources which may be discovered or identified on or under a TVA site. Upon the discovery of any such items, Agency shall immediately stop all activity in the area of the discovery, make a reasonable effort to protect such items, and notify TVA's Cultural Compliance Staff by telephone at (865) 632-3660. Agency shall also provide written notification of such discovery to TVA, Cultural Compliance, 400 West Summit Hill Drive, WT 11-D, Knoxville, Tennessee 37902. Agency shall not resume work in the area of the discovery until approved by TVA.
2. Agency shall control all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of a TVA site, in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to federal, state, or local statutes, ordinances, codes, or regulations. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless TVA from any and all claims, costs, or losses that may arise as a result of Agency's breach of this provision.
3. If there is a discharge or release of a hazardous substance, material, or waste, or of any pollutant or other substance, in or from a TVA site by any person or entity other than TVA for which a cleanup, remediation, restoration, removal, or other action (hereinafter, individually and collectively, referred to as "environmental response") is ordered or required pursuant to any federal, state, or local statute, regulation, or ordinance, Agency shall bear full responsibility for the cost (including, without limitation, natural resources damages and costs) of said environmental response, and shall not seek any contribution or indemnification from TVA for all or any portion of said costs; provided, however, that nothing in this paragraph is intended to or shall preclude Agency from seeking indemnification or contribution from any other person or entity.
4. Agency shall comply with any applicable provisions of Section 107 of the Contract Work Hours and Safety Standards Act; the Occupational Safety and Health Act of 1970 regulations; and site-specific safety, health, and security requirements.

Miscellaneous Terms and Conditions

1. This Agreement is governed by and is to be construed under Federal law and to the extent not inconsistent with Federal law or to the extent that Federal law does not supply a rule of interpretation or decision as to the specific legal issue in question, the laws of the State of Tennessee without regards to its conflicts of law rules or decisions. This Agreement conveys no property rights, interest or estate in land or title to real property and grants no exclusive license.
2. All work conducted by Agency is entirely at its own risk. In executing this Agreement, Agency expressly understands and agrees that TVA makes no warranty, express or implied, to Agency or any third party in connection with this Agreement. TVA expressly disclaims any warranty to Agency and any third party permitted to use a TVA site under the terms of this Agreement or any means of access thereto or egress therefrom, are safe, adequate, or suitable for the purposes for which the site is intended to be used under this Agreement.
3. A delay or omission by TVA hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by TVA under this Agreement shall not be effective unless

it is in writing and signed by TVA. A waiver by a party of a right under or breach of, this Agreement shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Agreement.

4. Agency agrees that it does not have the power or authority to bind TVA or to assume or create any obligation or responsibility, express or implied, on TVA's part or in TVA's name, or to represent to any person or entity that it has such power or authority.
5. The remedies provided to TVA in this Agreement are cumulative and not intended to be exclusive of any other remedies to which TVA may be entitled at equity or law. The exercise by TVA of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy nor constitute an election of remedies.
6. By signing this Agreement, the Agency and TVA acknowledge this is the entire Agreement between the parties which supersedes all other communications, either oral or written, with respect to the subject matter hereof. Neither TVA nor Agency will be bound by, or be liable to the other for any statement, representation, promise, inducement, or understanding not set forth herein. No amendments or modifications to this Agreement shall be valid unless mutually agreed by written Agreement executed by TVA and Agency. Any costs incurred by either party in implementing this Agreement are the sole responsibility of that the Agency.

If the foregoing correctly reflects our Agreement, please execute your acceptance of this letter, keep a copy for your records, and return a copy to:

Barry Shaver, Contracts Manager
bwshaver@tva.gov

If you have questions about this Agreement, please contact Barry Shaver at bwshaver@tva.gov or Shannon O'Quinn at tsoquinn@tva.gov.

Sincerely,

Barry Shaver,
TVA Contracts Manager

Accepted and agreed to this _____ day of _____, 2025

Wade Bourne Nature Center Foundation

Signature: _____

Name (printed): _____

Title: _____

Enclosures
Attachment A – Supporting Description
Click here to enter text.

ATTACHMENT A

SUPPORTING DESCRIPTION

I. INTRODUCTION

In July 2023, TVA conducted routine vegetation management beneath the transmission lines that run through Rotary Park. This standard practice is necessary to protect critical infrastructure by preventing trees and tall vegetation from interfering with power lines. While the treatment met operational needs, it significantly altered an area that had supported native species and wildlife. Recognizing both TVA's operational requirements and the ecological importance of the corridor, a collaborative conversation began between Rotary Park and TVA to explore more sustainable long-term management solutions. As a result of these conversations, Rotary Park was designated a "**Sensitive Zone**," and the idea of TVA joining the Park's mission to support pollinator habitat and community engagement was formed.

II. OBJECTIVE

The project objective is to restore native grasslands that support pollinators while providing an opportunity to engage the community in the importance of native plants and pollinators.

III. SCOPE OF WORK

With TVA's support, the Wade Bourne Nature Center at Rotary Park will lead a comprehensive effort to restore the full **10-acre corridor** beneath the transmission lines and two adjacent fields. This initiative represents the first phase of a planned three-year process designed to create resilient pollinator habitat while engaging the community in conservation stewardship. TVA's contribution is specifically designated to support habitat restoration, expand native pollinator populations, and strengthen community involvement. Funds will be allocated toward:

- Restoration-focused programming and volunteer training
- Surveying tools and field equipment
- Native planting initiatives
- Invasive species removal
- Community outreach, marketing, and program promotion
- Wildlife Support Infrastructure (bat boxes & purple martin gourd system)
- Educational panels within restoration zones
- Volunteer appreciation event
- Contingency for adaptive restoration needs

IV. DELIVERABLES AND REPORTING

- Restore up to 10 acres of grassland habitat under TVA ROW and in adjacent fields.
- Provide TVA with copies of outreach materials, photographs of work performed, any opportunities for TVA volunteers to interact with project, and/or notification of public events related to the funded work.
- Submit progress report to TVA upon completion of partnership project.

V. EQUIPMENT/MATERIAL REQUIREMENTS

To be determined by the Agency.



Valley Authority, 1101 Market Street, Chattanooga, Tennessee 37402

Cooperative Agreement No. TBD

[Mayor Wes Golder]
Montgomery County Parks and Recreation
2308 Rotary Park Drive
Clarksville, TN 37043

Dear Mayor Golden:

This letter agreement, which includes all attachments hereto, (Agreement) sets forth the terms and conditions of an Agreement between the Tennessee Valley Authority (TVA), a corporate agency and instrumentality of the United States government, and Montgomery County Parks and Recreation (Agency) to restore native grasslands that support pollinators and engage the community in the protection of native plants and pollinators in Clarksville, TN.

The term of the Agreement shall begin upon execution and shall terminate 30 September 2029 unless otherwise modified or extended by both parties in writing; provided, however, that either party may terminate this Agreement on thirty (30) days written notice to the other.

Agency Responsibilities

Agency will:

1. Perform the work as set forth in Attachment A.
2. Keep and make available for a period of three (3) years from the ending date of this Agreement, accurate records and books of accounts showing the items and costs billed under this Agreement, as well as cost data supporting any proposal submitted to TVA in connection with this Agreement. At no expense to Agency and upon reasonable notice, TVA, or its agents, shall have the right to audit without restriction, at any time during normal working hours, the costs incurred in connection with the services performed hereunder and may examine Agency books and records relating thereto. Agency shall include the requirements of this section in each subcontract hereunder. Any payments to Agency which are not in accordance with the Agreement or are for costs not supported by Agency books, records, documents, or other valid evidences shall be subject to refund to TVA.
3. Comply with applicable laws and regulations pertaining to its responsibilities and work in connection with this Agreement. Agency will comply with, to the extent applicable, the following regulatory provisions which are hereby incorporated by reference and are available at <http://supplier.tva.gov> under "Referenced Clauses": Affirmative Action and Equal Opportunity; Asbestos Containing Materials; Officials Not To Benefit; Small Business Policy; Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246); Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. pts. 1302, 1307, 1309, and 1317, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement.
4. Comply with the terms of this Agreement.
5. To the fullest extent permitted by law, indemnify TVA against and hold TVA harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property or loss of life or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the performance of this Agreement, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of TVA.

6. During the term of this Agreement, Agency will maintain at its own expense the following insurance coverages:

- a. Commercial general liability insurance on an occurrence basis for bodily injury, death, "broad form" property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence.
- b. Commercial auto liability coverage on all owned, non-owned, and hired vehicles with coverage limits of not less than \$1,000,000 per occurrence.
- c. Workers compensation insurance as required by law or statute, including employers' liability coverage for injury, disease, and death, with coverage limits of not less than \$1,000,000 per accident and employee. A USL&H "If Any" endorsement should be secured for any work near navigable bodies of water.

Insurance carriers will be rated A- or better by A.M. Best Company. The liability policies listed above will name the United States and TVA as an additional insured as their interests may appear. The policies will contain a severability of interests and waiver of subrogation clause in favor of TVA. Policies will provide thirty (30) days' written notice prior to cancellation.

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9. Provide future inspections of project elements and provide ongoing patrols/law enforcement along with maintenance and operations support for all listed projects.
10. In no way interfere with TVA's or the public's use (if public use is permitted) of all or part of any TVA site unless specifically authorized in writing by TVA.
11. Obtain any necessary permits and licenses required to perform under this Agreement.

TVA Responsibilities

TVA will:

1. Make payment to Agency, in a lump sum total amount not-to-exceed fifty thousand dollars (\$50,000) for the performance of work under this Agreement. Payment will be made to Agency by TVA within 45 days after receipt by TVA of an acceptable invoice. The invoice should be sent via email to accountspayable@tva.gov or sent to Tennessee Valley Authority, Accounts Payable, 400 West Summit Hill Drive, Knoxville, Tennessee, 37902. The Agreement number, itemized expenses (if reimbursement of expenses is authorized), and date shall be referenced on all invoices.
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If Agency performs any work in connection with this Agreement on a TVA site, which for purposes of this Agreement includes any property on or to which TVA has any property interest, including, without limitation, ownership or lease, license, or easement rights, the following terms and conditions shall apply to such onsite work:

1. The Native American Graves Protection and Repatriation Act and the Archaeological Resources Protection Act apply to archaeological resources located on a TVA site. Agency shall not disturb or alter in any way the existing state of any archaeological sites, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources which may be discovered or identified on or under a TVA site. Upon the discovery of any such items, Agency shall immediately stop all activity in the area of the discovery, make a reasonable effort to protect such items, and notify TVA's Cultural Compliance Staff by telephone at (865) 632-3660. Agency shall also provide written notification of such discovery to TVA, Cultural Compliance, 400 West Summit Hill Drive, WT 11-D, Knoxville, Tennessee 37902. Agency shall not resume work in the area of the discovery until approved by TVA.
2. Agency shall control all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of a TVA site, in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to federal, state, or local statutes, ordinances, codes, or regulations. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless TVA from any and all claims, costs, or losses that may arise as a result of Agency's breach of this provision.
3. If there is a discharge or release of a hazardous substance, material, or waste, or of any pollutant or other substance, in or from a TVA site by any person or entity other than TVA for which a cleanup, remediation, restoration, removal, or other action (hereinafter, individually and collectively, referred to as "environmental response") is ordered or required pursuant to any federal, state, or local statute, regulation, or ordinance, Agency shall bear full responsibility for the cost (including, without limitation, natural resources damages and costs) of said environmental response, and shall not seek any contribution or indemnification from TVA for all or any portion of said costs; provided, however, that nothing in this paragraph is intended to or shall preclude Agency from seeking indemnification or contribution from any other person or entity.
4. Agency shall comply with any applicable provisions of Section 107 of the Contract Work Hours and Safety Standards Act; the Occupational Safety and Health Act of 1970 regulations; and site-specific safety, health, and security requirements.

Miscellaneous Terms and Conditions

1. This Agreement is governed by and is to be construed under Federal law and to the extent not inconsistent with Federal law or to the extent that Federal law does not supply a rule of interpretation or decision as to the specific legal issue in question, the laws of the State of Tennessee without regards to its conflicts of law rules or decisions. This Agreement conveys no property rights, interest or estate in land or title to real property and grants no exclusive license.
2. All work conducted by Agency is entirely at its own risk. In executing this Agreement, Agency expressly understands and agrees that TVA makes no warranty, express or implied, to Agency or any third party in connection with this Agreement. TVA expressly disclaims any warranty to Agency and any third party permitted to use a TVA site under the terms of this Agreement or any means of access thereto or egress therefrom, are safe, adequate, or suitable for the purposes for which the site is intended to be used under this Agreement.
3. A delay or omission by TVA hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by TVA under this Agreement shall not be effective unless

April 15, 2026

it is in writing and signed by TVA. A waiver by a party of a right under or breach of, this Agreement shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Agreement.

4. Agency agrees that it does not have the power or authority to bind TVA or to assume or create any obligation or responsibility, express or implied, on TVA's part or in TVA's name, or to represent to any person or entity that it has such power or authority.
5. The remedies provided to TVA in this Agreement are cumulative and not intended to be exclusive of any other remedies to which TVA may be entitled at equity or law. The exercise by TVA of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy nor constitute an election of remedies.
6. By signing this Agreement, the Agency and TVA acknowledge this is the entire Agreement between the parties which supersedes all other communications, either oral or written, with respect to the subject matter hereof. Neither TVA nor Agency will be bound by, or be liable to the other for any statement, representation, promise, inducement, or understanding not set forth herein. No amendments or modifications to this Agreement shall be valid unless mutually agreed by written Agreement executed by TVA and Agency. Any costs incurred by either party in implementing this Agreement are the sole responsibility of that the Agency.

If the foregoing correctly reflects our Agreement, please execute your acceptance of this letter, keep a copy for your records, and return a copy to:

Barry Shaver, Contracts Manager
bwshaver@tva.gov

If you have questions about this Agreement, please contact Barry Shaver at bwshaver@tva.gov or Shannon O'Quinn at tsoquinn@tva.gov.

Sincerely,

Barry Shaver
TVA Contracts Manager

Accepted and agreed to this _____ day of _____, 2025

Wade Bourne Nature Center Foundation

Signature: _____

Name (printed): _____

Title: _____

Enclosures

Attachment A – Supporting Description

Click here to enter text.

ATTACHMENT A

SUPPORTING DESCRIPTION

I. INTRODUCTION

In July 2023, TVA conducted routine vegetation management beneath the transmission lines that run through Rotary Park. This standard practice is necessary to protect critical infrastructure by preventing trees and tall vegetation from interfering with power lines. While the treatment met operational needs, it significantly altered an area that had supported native species and wildlife. Recognizing both TVA's operational requirements and the ecological importance of the corridor, a collaborative conversation began between Rotary Park and TVA to explore more sustainable long-term management solutions. As a result of these conversations, Rotary Park was designated a "**Sensitive Zone**," and the idea of TVA joining the Park's mission to support pollinator habitat and community engagement was formed.

II. OBJECTIVE

The project objective is to restore native grasslands that support pollinators while providing an opportunity to engage the community in the importance of native plants and pollinators.

III. SCOPE OF WORK

With TVA's support, the Wade Bourne Nature Center at Rotary Park will lead a comprehensive effort to restore the full **10-acre corridor** beneath the transmission lines and two adjacent fields. This initiative represents the first phase of a planned three-year process designed to create resilient pollinator habitat while engaging the community in conservation stewardship. TVA's contribution is specifically designated to support habitat restoration, expand native pollinator populations, and strengthen community involvement. Funds will be allocated toward:

- Restoration-focused programming and volunteer training
- Surveying tools and field equipment
- Native planting initiatives
- Invasive species removal
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- Wildlife Support Infrastructure (bat boxes & purple martin gourd system)
- Educational panels within restoration zones
- Volunteer appreciation event
- Contingency for adaptive restoration needs

IV. DELIVERABLES AND REPORTING

- Restore up to 10 acres of grassland habitat under TVA ROW and in adjacent fields.
- Provide TVA with copies of outreach materials, photographs of work performed, any opportunities for TVA volunteers to interact with project, and/or notification of public events related to the funded work.
- Submit progress report to TVA upon completion of partnership project.

V. EQUIPMENT/MATERIAL REQUIREMENTS

To be determined by the Agency.

**RESOLUTION TO APPROVE DONATION AND DEVELOPMENT AGREEMENT
FOR PUBLIC SAFETY COMPLEX IN THE KIRKWOOD AREA
OF MONTGOMERY COUNTY, TENNESSEE**

WHEREAS, Montgomery County's unincorporated area continues to grow in both commercial and residential areas, and the Kirkwood area has recently added additional Clarksville-Montgomery County School campuses; and

WHEREAS, a growing area increases the need for the strategic location of emergency services of law enforcement, fire, and other public safety personnel; and

WHEREAS, Montgomery County, Tennessee, recognizes the need for the same and budgeted for the acquisition of an appropriate and timely development of a Public Safety Complex (the "PSC") to accommodate the additional services. Montgomery County caused to Request for Proposals to be issued in September of 2025, received responses to the Request for Proposals, and began negotiating to a final agreement to obtain land in fee simple to accommodate the design of Fire and Sheriff's facility and campus with adequate parking within a three-mile radius of the Clarksville-Montgomery County School System, Kirkwood campus, including a site which would accommodate a PSC under design sufficient to identify development needs; and

WHEREAS, in the review and evaluations of Request for Proposals and following negotiations with Rossview Farms, LLC ("Rossview"), an agreement has been reached for presentation to the Montgomery County Commission for approval of the donation of certain land which will be developed consistent with a Participation Agreement by and between Rossview and Montgomery County (the "Participation Agreement"), a Performance Agreement by and between Rossview and Montgomery County (the "Performance Agreement") and an Escrow Agreement by and among Rossview, Montgomery County and Mitchell Ross Rocconi, PLLC, as escrow agent (the "Escrow Agreement") to provide for the donation of the land and the improvements to the land with a "turnkey" completion of site development to accommodate the building design for the PSC (the Participation Agreement, the Performance Agreement and the Escrow Agreement being hereinafter referred to as the "Project Documents"); and

WHEREAS, in the Project Documents, Rossview has agreed to donate to Montgomery County, Tennessee, a 2.192 acre tract of land for the location of the PSC, the donation having an appraised value of \$1,638,000.00, with Montgomery County, Tennessee agreeing to accept the land as a donation and provide \$859,000.00 for the payment of the costs of certain public infrastructure and site improvements, such costs to be paid to Rossview in accordance with the Project Documents; and;

WHEREAS, prior to the donation of the land to the County, Rossview will record that certain Master Declaration of Covenants, Conditions, and Restrictions for Marcelina (the "Declaration") that will impose certain restrictions on the property owned by Rossview, including the land to be donated to the County.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this the 11th day of May, 2026, that Montgomery County, Tennessee, hereby agrees to accept the donation of the land as provided in the Project Documents, approves the Project Documents attached hereto as Exhibit A, approves the restrictions on the property to be donated to the County contained in the Declaration attached hereto as Exhibit B and authorizes the Executive Officers of Montgomery County, Tennessee, to take all actions necessary to complete the acceptance of the donation of land and execution of the Project Documents .

Duly passed and approved, this 11th day of May, 2026.

Sponsor _____

Commissioner _____

Approved _____

Wes Golden
Clayton Rudder
Wes Golden, County Mayor

Attested _____

Teresa Cottrell, County Clerk



**PARTICIPATION AGREEMENT
FOR
THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE**

THIS PARTICIPATION AGREEMENT is entered into by and between **ROSSVIEW FARMS, LLC**, a Tennessee limited liability company ("**Rossview**"), and **MONTGOMERY COUNTY, TENNESSEE** ("**County**"), as of this ____ day of ____, 2026 (the "**Effective Date**").

WHEREAS, Rossview and/or its affiliates have assembled real property to be developed for mixed-use purposes, including, without limitation, retail, office, education, entertainment and civic buildings, attached and detached single-family residential housing, multifamily housing, sports complex, green space, and nature preserve ("**Development**"), generally located in Clarksville, Montgomery County, Tennessee; and,

WHEREAS, the County has determined that emergency services facilities are needed in the area of the Development where additional residential and commercial growth has occurred, and the County issued a Request for Proposals for a Public Safety Complex (the "**RFP**") to house the County's fire headquarters, a fire station, and a County Sheriff's office (the "**PSC**"); and,

WHEREAS, Rossview responded to the RFP and Rossview and the County then negotiated an agreement based on the RFP and Rossview's proposal to donate a 2.192 acre site within the Development as shown on Exhibit A for the location of the PSC (the "**PSC Site**") upon determination by the County that the PSC Site is in Donation Ready condition (as defined below); and

WHEREAS, Rossview will (a) complete those road improvements that will provide vehicular access to the PSC Site in the manner shown on the Project Plans attached hereto Exhibit B that are located in the Development but not located on the PSC Site (the "**Road Improvements**"); and (b) prepare the PSC Site in a Pad Ready condition (as defined below) consistent with the Project Plans, including all other public infrastructure necessary therefor (collectively, the "**Project**"); and

WHEREAS, Rossview has retained Moore Construction Co., Inc., a Tennessee corporation, ("**Moore Construction**") to construct the Project in accordance with the Project Plans for a guaranteed maximum price of \$859,000.00 (the "**GMP Amount**"); and

WHEREAS, Rossview or its affiliate has entered into a Performance Agreement with the County, of even date herewith (the "**Performance Agreement**") incorporated herein by reference, and an Escrow Agreement with the County and Mitchell Ross Rocconi, PLLC, as escrow agent, also of even date herewith ("**Escrow Agreement**") incorporated herein by reference, (the Escrow Agreement, Participation Agreement and the Performance Agreement, are collectively referred to herein as the "**Project Documents**"), and the County is willing to pay the GMP Amount as provided in the Escrow Agreement; and,

WHEREAS, Rossview will complete the Project in accordance with the timeline described in the Performance Agreement, provided, however, that the final topping of the Road

Improvements shall not be completed until the County has completed construction of the PSC on the PSC Site as further described in the Performance Agreement (the “**Road Topping**”); and

WHEREAS, the County has agreed to reimburse Rossview for the costs to complete the Project in an amount not to exceed the GMP Amount; and

WHEREAS, the completion of the Project and the PSC will benefit both parties and the general community of Clarksville and Montgomery County, Tennessee.

NOW, THEREFORE, ROSSVIEW AND COUNTY AGREE AS FOLLOWS:

- I. **DEFINITIONS.** Unless the context shall clearly indicate otherwise, and in addition to defined terms included elsewhere in this Agreement, when used in this Agreement the words and phrases set forth below shall be defined as follows:

“**Donation Ready**” shall mean a construction site where the grading and soil compaction are completed and the Subdivision Plat (as defined below) is recorded, making it ready for foundation construction. It ensures the PSC Site is prepped, stabilized and graded within acceptable tolerances for building.

“**Pad Ready**” shall mean “pad-ready” site (or “build-ready”) as a construction site where all necessary utility extensions and Road Improvements are completed. It ensures the PSC Site is permitted within acceptable tolerances for building.

“**Project Plans**” shall mean the final plans and specifications for the design and construction of Project as a Pad Ready site, as approved by any and all applicable Government Authorities, subject to any revisions that have been approved by the County and Rossview.

- II. **SCOPE OF WORK.** The scope of the Work (as defined in the Performance Agreement) for this Participation Agreement to be funded under the Escrow Agreement consists of and is limited to the Project as set forth in the Project Plans, with the costs of the Project to be paid by the County.

III. **TERMS AND CONDITIONS**

- A. Rossview shall cause the Project to be constructed in accordance with the Project Plans, and the terms of the Project Documents.
- B. To the extent caused by the negligence of Rossview, or the negligence of contractors engaged by Rossview or its affiliates, Rossview shall indemnify, defend, and hold the County harmless from any and all claims, liability, damages, loss, cost, and expense of every type whatsoever, including, without limitation, attorney fees and expenses for a period of one (1) year following the completion of the Project and acceptance by the County (the “**Indemnification Period**”). Rossview shall be liable for such claims, liability, damage, loss, cost, or expense arising during the Indemnification Period due to sickness, personal injury, death, or disease, or the loss or destruction of tangible property (other than the Work

itself), including the loss of use resulting therefrom, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the County.

- C. The County and Rossview agree that Rossview shall engage Moore Construction (the "**Contractor**"), to construct the Project for the GMP Amount.
- D. Subject to Section 7 of the Performance Agreement, in the event of the occurrence of Force Majeure which would, if approved by the parties, cause the cost of the Work to exceed the GMP Amount, then in such event, the parties agree to cooperate in good faith to agree on an updated Project Budget, as defined in the Escrow Agreement, and a funding mechanism for contributing any additional amounts to be added to the Project Budget acceptable to the parties. The parties acknowledge and agree that in no event shall the County nor Rossview be obligated to contribute additional funds to the Project in excess of the amounts required pursuant to the Escrow Agreement and set forth in the Project Budget, as a result of such an event of Force Majeure.
- E. During the period commencing on the Effective Date and continuing through the date that Rossview donates the PSC Site to the Cotmty, the County and its agents and representatives shall have the right and privilege to enter upon the PSC Site to inspect the PSC Site, to monitor compliance by Rossview with the terms of this Agreement and to conduct soil borings, environmental assessments and other geological or engineering tests or studies, provided any such inspections and activities shall be conducted in such a manner that they will not materially interfere with Rossview's work hereunder. Within five (5) business days after the Effective Date, Rossview shall deliver to the County all environmental assessments, soils reports, engineering studies and reports and title searches and title insurance commitments with respect to the PSC Site that are in possession or control of Rossview.
- F. During the period commencing on the Effective Date and continuing through the Donation Date (as defined below), Rossview grants to the County and its contractors a temporary construction license on, over, through and across the PSC Site for the sole purpose of storing construction equipment and materials to be incorporated into the PSC and constructing and installing improvements in connection with the construction of the PSC (the "Temporary License"). In no event may the County obstruct, interrupt or interfere with Rossview's own (including those of Rossview's employees, agents and contractors) construction activities in the Development. Any damage to the Pad Ready condition of the PSC Site or other property of Rossview within the Development caused by the County's exercise of the Temporary License, ordinary wear and tear excepted, shall be promptly restored by the County, at the County's sole cost and expense, to a state substantially similar to its previous state.
- G. F:--Rossview shall have a subdivision plat (the "**Subdivision Plat**") prepared and approved by the County so that the PSC Site shall constitute a separate parcel. Such Subdivision Plat shall be consistent in all material respects with depiction of

the PSC Site shown on Exhibit A hereto. The Subdivision Plat shall be recorded in the Register's Office for Montgomery County prior to the donation of the PSC Site to the County.

IV. PAYMENT

- A. Rossview shall pay the Contractor and any vendors pursuant to a disbursement request under the Escrow Agreement. Each reimbursement request shall include a description of the Work performed, customary supporting materials evidencing amount paid or incurred by Rossview in connection with the Work performed, evidence of payment for previous amounts disbursed, if applicable, and any other information reasonably requested by County. County or the Construction Inspector (as defined in the Escrow Agreement) shall endeavor in good faith to inspect the construction of the Work within three (3) business days and then approve the applicable disbursement request as set forth in the Escrow Agreement.
- B. Rossview shall be responsible for causing the construction and completion of the Work under the Project Plans. Subject to Force Majeure, if the actual cost of the Work exceeds the Project Budget as defined in the Escrow Agreement, Rossview is responsible for payment of any overage to complete the Project as set forth therein.

V. DONATION AND RELEASE OF ESCROWED FUNDS.

- A. From the Effective Date until the Required Completion Date (as defined in the Performance Agreement), the County may provide written notice to Rossview upon its determination, in its sole discretion, that the PSC Site is Donation Ready condition (the "**Donation Notice**"). Upon the earlier of (i) receipt by the County of the Notice of Substantial Completion (as defined in the Performance Agreement) and (ii) receipt by Rossview of the Donation Notice, Rossview shall donate the PSC Site to the County by delivery of an executed special warranty deed (the "**Deed**") to the County within thirty (30) days of receipt of the Donation Notice or the Notice of Substantial Completion, as applicable (the "**Donation Date**"). All costs associated with recording the Deed or obtaining title insurance shall be the sole responsibility of the County. The County shall execute and deliver to Rossview a Donee Acknowledgement on IRS Form 8283, Noncash Charitable Contributions (Section B Donated Property Over \$5,000) acknowledging receipt of the PSC Site as a charitable donation. If the Donation Date is determined by the receipt of the Donation Notice, the Deed shall provide for a temporary construction easement for the benefit of Rossview and Contractor to complete the Work.
- B. Following the Final Project Completion (as defined in the Performance Agreement), any remaining funds in the Escrow Account shall be disbursed to

Rossvie within thirty (30) days notice to Escrow Agent and the County that the Project has reached Final Project Completion.

VI. MISCELLANEOUS

- A. This Agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- B. Any amendment to this Agreement must be approved by the County Commission.
- C. In the event the Escrow Agreement is terminated pursuant to Section 1 of the Escrow Agreement, then this Agreement shall also be automatically terminated.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns. Venue for all matters arising under this Agreement shall be in the courts of Montgomery County, Tennessee, and the parties hereto hereby consent to the jurisdiction of such courts for any such legal proceedings.
- E. Notices. All notices and other communications permitted or required hereunder shall be in writing and may be served and given by personal delivery service or by reputable overnight courier addressed as follows:

If given to Rossvie:	Rossvie Farms, LLC 2386 Rossvie Road Clarksville, Tennessee 37041 Attention: Ronnie Moore
----------------------	--

With a copy being simultaneously given by the same method of delivery to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Attention: Jim Murphy
---	--

If given to County:	Montgomery County, Tennessee 1 Millennium Plaza, Suite 205 Clarksville, Tennessee 37040 Attn: Mayor
---------------------	--

With a copy being simultaneously given by the same method of delivery to:	W. Timothy Harvey, County Attorney 310 Franklin Street Clarksville, Tennessee 37040
---	---

Any notice so sent by personal delivery service or reputable overnight courier shall be deemed given on the date of first attempted delivery or refusal as indicated on the receipt of the personal delivery service or reputable overnight

courier. Each party may, by notice as aforesaid, designate such other person or persons and/or such other address or addresses for the receipt of notices.

- F. Default; Remedies. If any party breaches, or otherwise defaults in its performance of, this Agreement, subject to the notice and cure periods described in Section 8 of the Performance Agreement, then the other shall have the remedies available as described in Section 9 of the Performance Agreement.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ROSSVIEW:

ROSSVIEW FARMS, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

COUNTY:

MONTGOMERY COUNTY, TENNESSEE

Wes Golden, Mayor

Attested and Approved as to Availability of Funds:

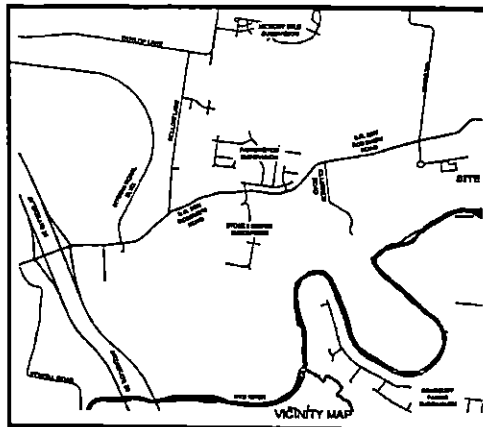
Cassie A. Wheeler, Director of Accounts and Budgets

Approved as to form and legality:

By: _____
Tim Harvey, County Attorney

Exhibit A

Proposed Plat of PSC Site



LINE #	DIRECTION	LENGTH
L10	N78° 26' 18.08"E	63.04
L11	S11° 33' 40.92"E	52.00
L12	N78° 26' 18.08"E	64.00
L13	N11° 33' 40.92"W	52.00
L14	N78° 26' 18.08"E	43.50

ROSSVIEW FARMS, LLC
038-032.00
FUTURE DEVELOPMENT
CURRENT ZONING M2U-PUD

GENERAL NOTES:

1. ALL EASEMENTS SHOWN MAY BE USED FOR POWER, TELEPHONE, GAS, SANITARY SEWER, WATER, CABLE, & SDDS SUPPLY LINE, AS WELL AS THE DESIGNED USE.
2. A MINIMUM OF FIVE (5) FEET ALONG THE INSIDE OF ALL SIDE LOT LINES AND TEN (10) FEET ALONG THE INSIDE OF ALL REAR LOT LINES IS RESERVED AS A UTILITY EASEMENT.
3. IT WILL BE THE RESPONSIBILITY OF THE SUBDIVIDER OR THE OWNER TO INCLUDE THE ABOVE REFERENCED EASEMENTS AS AN INTEGRAL PART OF THE SUBDIVISION IN SUCH A MANNER THAT SAID AREAS WILL BE OWNED & MAINTAINED BY THE PRESENT OWNER OR BY A PROSPECTIVE PROPERTY OWNER.
4. BEARINGS & DISTANCES SHOWN TAKE PRECEDENCE OVER SCALE.
5. ANY LOT IN THIS SUBDIVISION MAY BE RE-PLATTED WITH THE APPROVAL OF THE CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION.
6. THIS PLAT DOES NOT REQUIRE THE DEDICATION OF ANY LAND TO THE PUBLIC, OR INSTALLATION OF ANY PUBLIC UTILITIES.
7. LOT 1 HAS STORM WATER CONTROL STRUCTURES OR STRUCTURAL EXPS THAT REQUIRE A STORM WATER MAINTENANCE AGREEMENT TO BE FILED WITH THE MONTGOMERY COUNTY REGISTER OF DEEDS AND THE MONTGOMERY COUNTY BUILDING AND CODES DEPARTMENT AND FOR THE CITY STREET DEPARTMENT BEFORE ALL OR ANY PORTION OF THE PROPERTY IS TRANSFERRED OR CONVEYED.
8. CONCRETE SIDEWALKS AND UNDERGROUND UTILITIES SHALL BE INSTALLED WITHIN THIS SUBDIVISION. SIDEWALKS SHALL BE BUILT TO ADA STANDARDS.
9. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING WATER AND SEWER SERVICES TO EACH LOT.
10. THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARCELINA ARE RECORDED IN ORV _____ PAGES _____ R.O.M.C.T.
11. COVENANTS AND MULTIPLE TRAILS OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PUBLIC ACCESS EASEMENTS AND SHALL BE MAINTAINED BY THE MARCELINA MASTER OWNERS ASSOCIATION.

R=25.00'
L=39.27'
Δ=90°00'00"
N58° 33' 41"W
CL=35.35'

ROSSVIEW FARMS, LLC
038-032.00
FUTURE DEVELOPMENT
CURRENT ZONING M2U-PUD

1"=20'00"
PROPERTY LINE
CENTER LINE
PUBLIC UTILITY EASEMENT (SHADED AREA)

BUILDING EASEMENT LINE AREA
THE PROPERTY RESIDENT
R.O.M.C.T.
PARKING
APPROPRIATE EASEMENT

MOORE
DESIGN
SERVICES

ENGINEER
MOORE DESIGN SERVICES
PO BOX 181
CLARKSVILLE, TN 37041
811-643-8411

Suiter
Surveying
& Land Planning

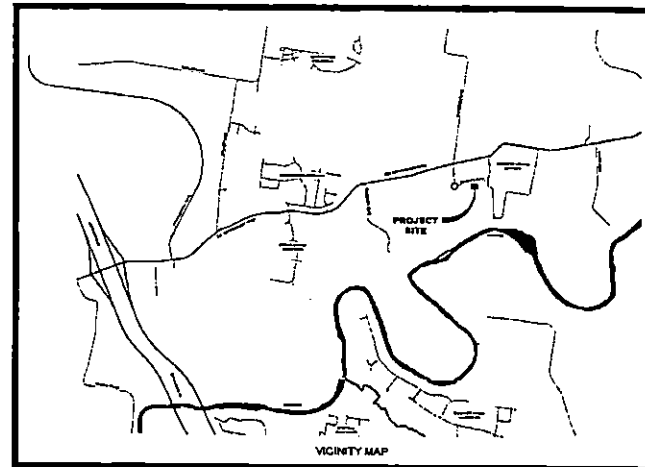
SURVEYOR
SUITER SURVEYING &
LAND PLANNING
PO BOX 35271
CLARKSVILLE, TN 37040
615-222-1700

CERTIFICATE OF OWNERSHIP & DESCRIPTION I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HAVE HEREBY ORDERED THIS PLAN OF SUBDIVISION WITH MY OWN FREE CONSCIOUS ESTIMATE OF THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ROADS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN. OWNER (S) _____ DATE _____		NOTARY PUBLIC STATE OF TENNESSEE, MONTGOMERY COUNTY PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY. THE WITHIN NAMED SUBDIVISION WITH WHOM I AM PERSONALLY ACCOUNTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN DESCRIBED INSTRUMENT. NOTARY PUBLIC _____ DATE _____		CERTIFICATE OF ACCURACY I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION AND THAT THE MEASUREMENTS HAVE BEEN PLACED AS SHOWN HEREON. REGISTERED SURVEYOR _____ DATE _____		CERTIFICATE OF APPROVAL OF STREETS/ROADS I HEREBY CERTIFY THAT ALL STREETS/ROADS AND DRAINAGE STRUCTURES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY OR COUNTY SPECIFICATIONS OR THAT A SURETY BOND IN THE AMOUNT OF _____ HAS BEEN POSTED WITH THIS OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. COUNTY HOBBY SUPERINTENDENT _____ DATE _____		CERTIFICATE OF APPROVAL OF UTILITIES I HEREBY CERTIFY THAT ALL WATER AND SEWER LINES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY/UTILITY DISTRICT SPECIFICATIONS OR THAT CASH, IRREVOCABLE LETTER OF CREDIT OR SURETY BOND IN THE AMOUNT OF _____ HAS BEEN POSTED WITH THIS OFFICE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. CHIEF UTILITY ENGINEER OR UTILITY DISTRICT OFFICIAL _____ DATE _____		CERTIFICATE OF APPROVAL FOR RECORDING I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON COMPLETES WITH ALL SUBDIVISION REGULATIONS FOR MONTGOMERY COUNTY TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN MINUTES OF THE COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MONTGOMERY COUNTY REGISTER. DIRECTOR CLARKSVILLE-MONTGOMERY CO. REGIONAL PLANNING COMMISSION _____ DATE _____		CERTIFICATE OF APPROVAL MONTGOMERY COUNTY BUILDING & CODES I HEREBY CERTIFY THAT NO CONDITIONS CONTRARY TO THE MONTGOMERY COUNTY STORM WATER BUILDING AND CODES REGULATIONS ARE KNOWN TO EXIST. MONTGOMERY COUNTY SDC BUILDING & CODES OFFICIAL _____ DATE _____	
MARCELINA SECTION 1A MINOR PLAT TAX MAP 039, PARCEL 032.00 (PORTION OF) FIRST CIVIL DISTRICT MONTGOMERY COUNTY, TN DEED REFERENCE: ORV 1329, PAGE 565 R.O.M.C.T. DATE: MARCH 17, 2026 SCALE: 1" = 40' TOTAL AREA: 2.192 ACRES ±		TOTAL ACRES 2.192 AC. ± ACRES NEW ROAD 0 OWNERS ROSSVIEW FARMS, LLC		TOTAL LOTS 1 LOTS NEW ROAD 0 CIVIL DISTRICT 1		DEED REFERENCE: ORV 1329, PAGE 565 R.O.M.C.T. TOTAL ACRES 2.192 AC. ± LOTS NEW ROAD 0 CIVIL DISTRICT 1		SCALE: 1" = 40'					

Exhibit B

Copy of Project Plans

MARCELINA SITE IMPROVEMENTS



LEGEND:	
BENCHMARK	○
PIPE HYDRANT	●
POST TYPE BLOWOFF HYDRANT	⊙
QUI ANCHOR	⊕
POWER POLE	⊖
SANITARY SEWER MANHOLE	⊗
VALVE	⊘
TRAFFIC SIGN	⊙
HEADWALL	⊙
AREA DRAIN	⊙
CURB INLET	⊙
PIPE DEPARTMENT CONNECTION	⊙
STREET LIGHT	⊙
PROPERTY LINE	---
EASEMENT LINE	---
MINIMUM BUILDING SETBACK LINE	---
OVERHEAD ELECTRIC LINE	---
WATER LINE	---
GAS LINE	---
SANITARY SEWER LINE	---
STORM LINE	---
FIRE LINE	---
UNDERGROUND ELECTRIC LINE	---
TELECOMMUNICATION LINE	---
SEWER FORCE MAIN	---
CENTER LINE	---
STREAM LINE	---
WETLAND	---
WET WEATHER CONVEYANCE	---
WATER QUALITY BUFFER	---
FENCE LINE	---
TRAIL LINE	---
ELECTRIC MANHOLE	○
TELEPHONE MANHOLE	○
STORM MANHOLE	○
TRANSFORMER	⊕
SECONDARY BOX	⊖
SECTIONAL DRAIN	⊗
CABLE TV JUNCTION BOX	⊘
PHONE JUNCTION BOX	⊙
BACKFLOW PREVENTER	⊙
GAS METER	⊙
WATER METER	⊙
EXISTING SPOT ELEVATION	⊙
PROPOSED SPOT ELEVATION	⊙
QUADRANT	1
1 PHASE ELECTRIC	2
2 PHASE ELECTRIC	3
3 PHASE ELECTRIC	4
SECONDARY CONDUIT	5
LIMITS OF CONSTRUCTION	6
RAINWATER LINE	7
BP PIPELINE	8
UNDERDRAIN	9
RETAINING WALL	10
CABLE TV	11
SET FENCE	12
QUI FENCE	13
OVERHEAD ELECTRIC LINE	14
TRENCH DRAIN	15
IRRIGATION	16
TREE PROTECTION FENCE	17
RAILROAD	18

SHEET INDEX:
C6.01 MASTER PLAN
C1.00 SITE PLAN
C1.01 CAMPUS BLVD. RE-STRIPING PLAN
C2.00 GRADING PLAN
C3.00 ROADWAY PLAN & PROFILE
C4.00 UTILITY PLAN
C4.01 SEWER PLAN & PROFILE
C4.02 SEWER PLAN & PROFILE

C6.00 PROJECT NOTES
C6.01 PROJECT DETAILS
C6.02 PROJECT DETAILS
C6.03 PROJECT DETAILS
C6.04 PROJECT DETAILS
C6.05 PROJECT DETAILS
C6.06 PROJECT DETAILS
C6.07 PROJECT DETAILS

CONTACTS:
TENNESSEE ONE CALL
 (800) 351-1111

LOCAL STREETS:
MONTGOMERY COUNTY HIGHWAY DEPT.
 1113 HIGHWAY DRIVE
 (931) 645-7148

STATE HIGHWAYS:
TENNESSEE DEPT. OF TRANSPORTATION
 1118 WILMA RUDOLPH BLVD.
 (931) 645-5570

WATER, SEWER & NATURAL GAS:
CLARKSVILLE GAS & WATER DEPT.
 1115 MEDISON STREET
 (931) 645-7400

ELECTRICITY:
COMMONWEALTH ELECTRIC MEMBERSHIP CORP.
 1840 MADISON STREET
 (931) 645-2481

CABLE TV:
CHARTER COMMUNICATIONS
 1850 BUNDIST PARK DRIVE
 (888) 438-2427

TELEPHONE:
AT&T
 1750 WILMA RUDOLPH BLVD.
 (931) 652-0008

PLANNING:
CLARKSVILLE-MONTGOMERY COUNTY
REGIONAL PLANNING COMMISSION
 319 MAIN STREET
 (931) 945-1448

CODES & DRAINAGE:
MONTGOMERY COUNTY BUILDING & CODES
 350 PEGANAY LANE
 (931) 645-3118

STATE NOTES PERMITTING:
TDEC ENVIRONMENTAL FIELD OFFICE
 111 E3 CASH BLVD
 NASHVILLE, TN
 (615) 591-4332



MOORE
DESIGN SERVICES

P.O. BOX 661
 2149 ACOSVIEW ROAD
 CLARKSVILLE, TN 37041
 PHONE: (931) 648-8412
 FAX: (931) 647-6756

Marcelina

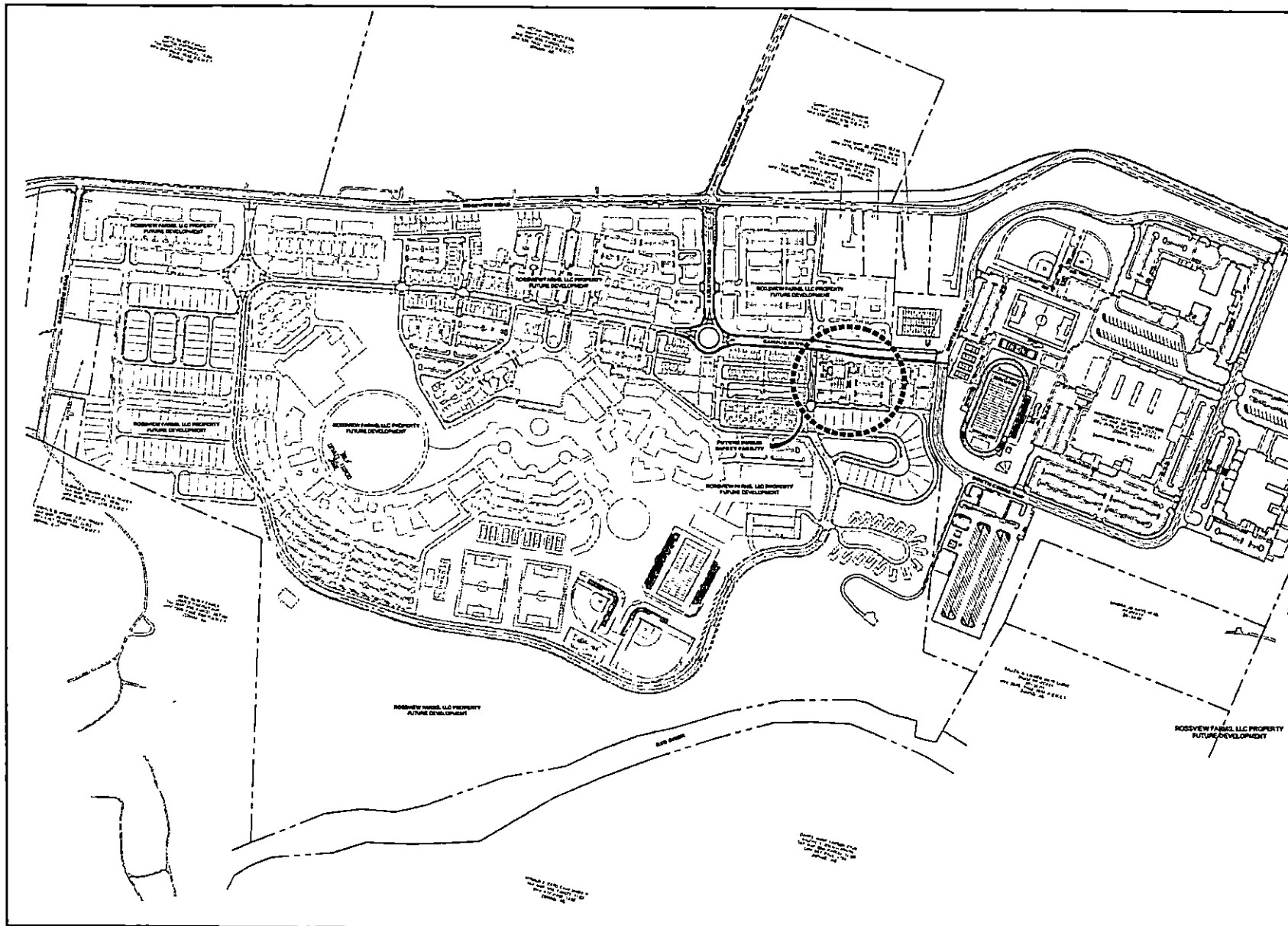
MONTGOMERY CO.
PUBLIC SAFETY FACILITY

WATERSEWER QUANTITIES:
 8" GRAVITY SEWER: 318 L.F.
 10" GRAVITY SEWER: 1545 L.F.
 8" WATER MAIN: 520 L.F.
 10" WATER MAIN: 350 L.F.

DATE: APRIL 18, 2026

REVISIONS:

COVER SHEET



MOORE
DESIGN SERVICES

P.O. BOX 601
2384 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 646-9111
FAX: (931) 647-3756

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY



Know what's below.
Call before you dig.

DATE: APRIL 18, 2025

REVISIONS:

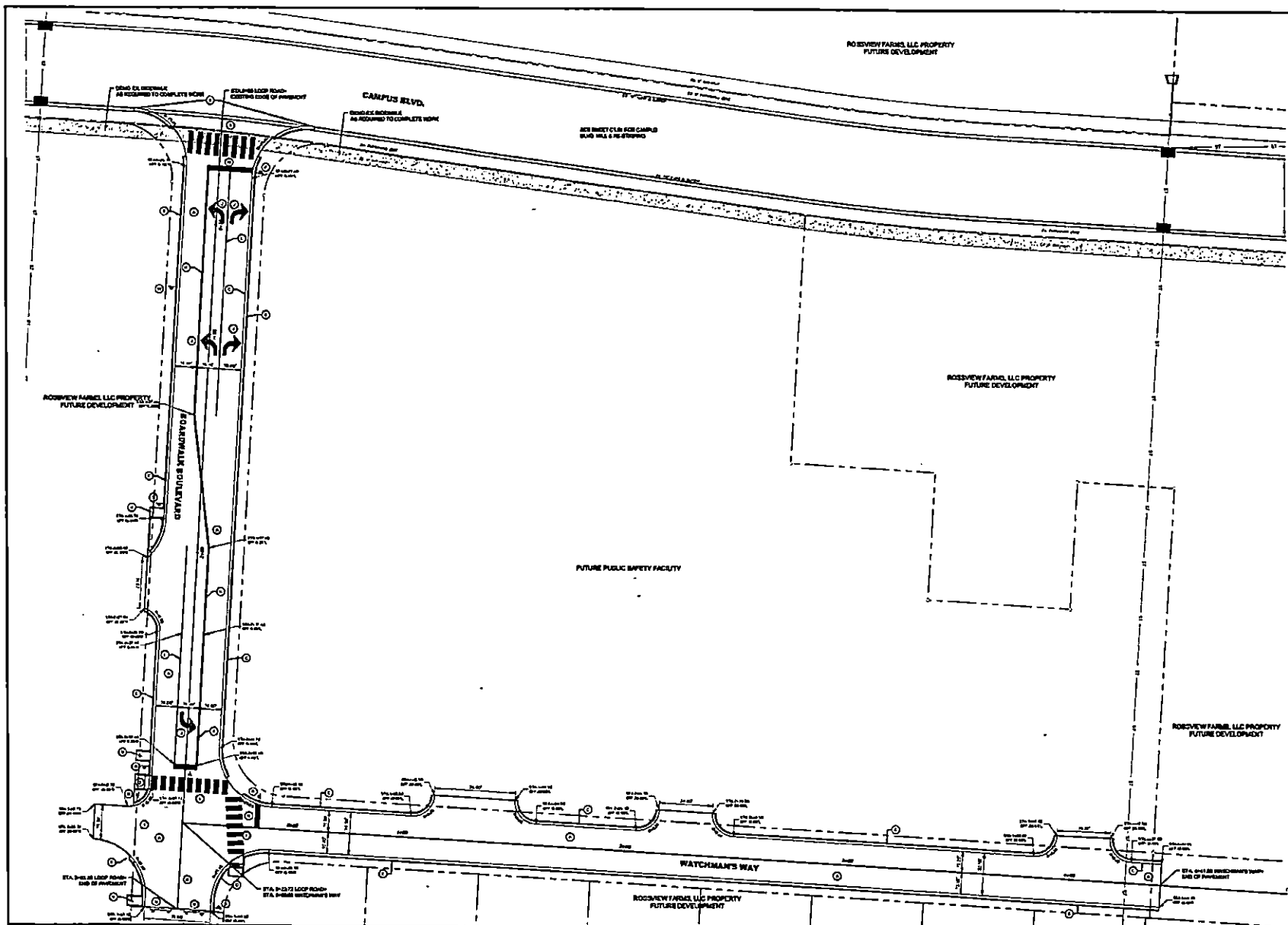
ALL DIMENSIONS
TOWARD STATE PLANS COMPATIBLE WITH US



20 0 20 40
DRAWING SCALE: 1"=20'

MASTER PLAN

C 0.01



MOORE
DESIGN SERVICES

P.O. BOX 941
2344 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (615) 646-9411
FAX: (615) 647-4734

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY

- SITE IMPROVEMENTS LEGEND**
- 1 ASPHALT PAVEMENT (SEE DETAIL, C1.01)
 - 2 1" DEPTH MILLING & PATCH (SEE C1.01)
 - 3 1" CONCRETE CURB & GUTTER TYP. (SEE C1.01)
 - 4 1" LOWERED CURB & GUTTER (SEE C1.01)
 - 5 REPLACE C&G WITH LOWERED CURB/GUTTER (SEE C1.01)
 - 6 CONCRETE SIDEWALK (C1.01)
 - 7 ACCESS RAMP, INCL. DETECTABLE WALKWAYS (C1.01)
 - 8 TRAFFIC MARKING, STOP BAR, WHITE (C1.01)
 - 9 TRAFFIC MARKING, CROSSWALK, WHITE (C1.01)
 - 10 TRAFFIC MARKING, DIRECTIONAL ARROW, WHITE (C1.01)
 - 11 TRAFFIC MARKING, 1" DOUBLE SOLID LINE, YELLOW (C1.01)
 - 12 TRAFFIC MARKING, 1" SINGLE SOLID LINE, WHITE (C1.01)
 - 13 TRAFFIC MARKING, 1" SINGLE SOLID LINE, YELLOW (C1.01)
 - 14 TRAFFIC MARKING, 1" SINGLE DASHED LINE, WHITE (C1.01)
 - 15 TRAFFIC MARKING, 1" DIRECTIONAL TURNER LINE, YELLOW (C1.01)
 - 16 STOP SIGN (R1-1), 36" x 30" (C1.01)
 - 17 DO NOT ENTER SIGN (R2-1), 36" x 30" (C1.01)
 - 18 NO RIGHT TURN SIGN (R3-1), 36" x 30" (C1.01)
 - 19 NO LEFT TURN SIGN (R3-2), 36" x 30" (C1.01)
 - 20 ONE WAY SIGN (R1-2), 36" x 48" (C1.01)
 - 21 TYPE B BARRIER, ROAD CLOSED SIGN (R1-1.2), 36" x 48" (C1.01)
 - 22 STORM DRAIN
 - 23 35MPH SPEED LIMIT SIGN (R1-1), 36" x 30" (C1.01)



DATE: APRIL 16, 2020

REVISIONS:

NATIONAL STATE PLANS COORDINATE SYSTEM



GRAPHIC SCALE: 1"=40'

SITE PLAN

C 1.00

MOORE
DESIGN SERVICES

P.O. BOX 461
214 KOSKOV ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 646-9111
FAX: (931) 647-6736

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY



BY ROSSVIEW FARMS, LLC

CONVEYED UTILITIES ARE SHOWN IN BLACK. PROPOSED IMPROVEMENTS ARE SHOWN IN RED.

LEGEND:
— EXISTING CONTOURS
— PROPOSED CONTOURS

DATE: DECEMBER 5, 2023

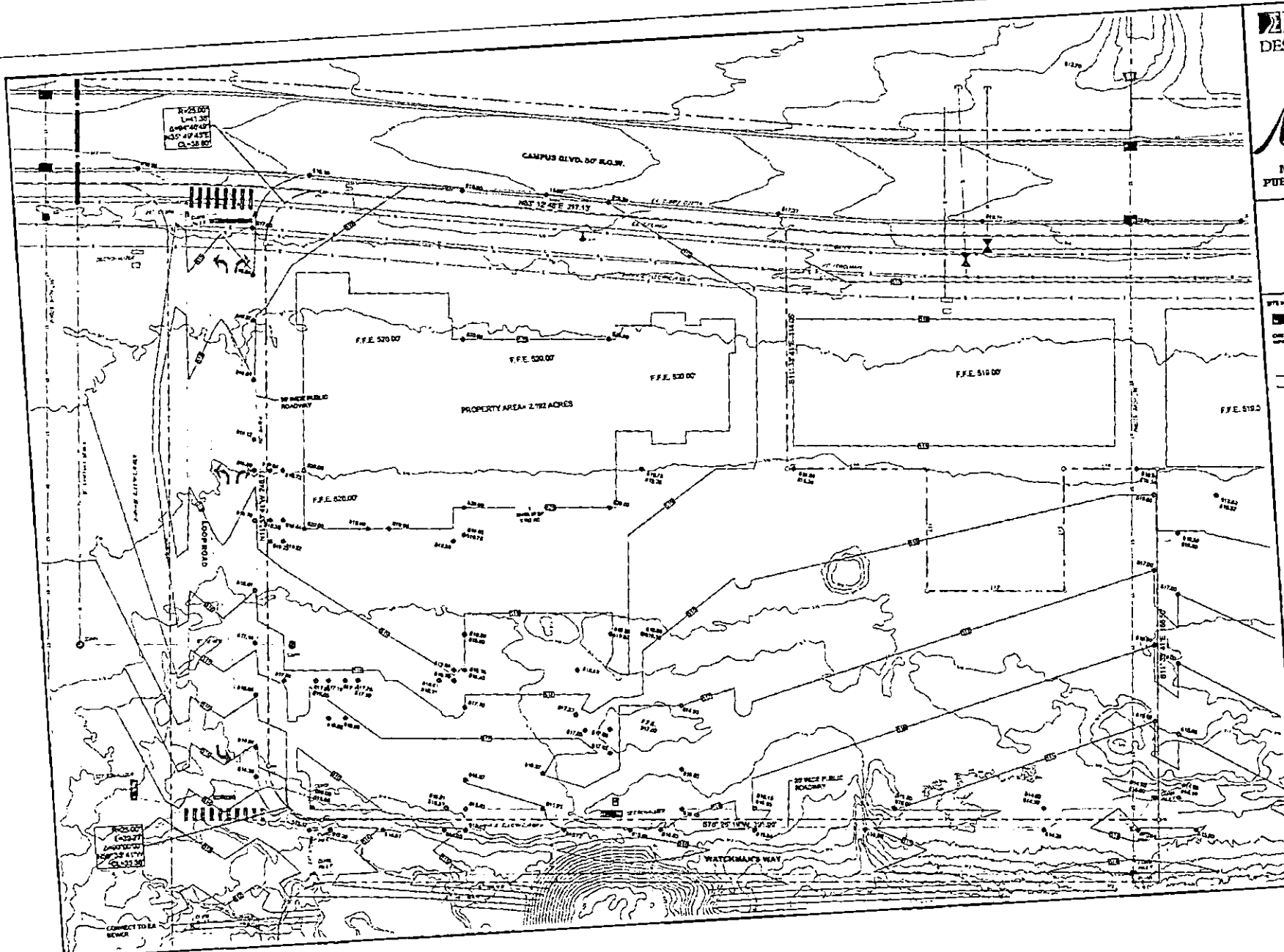
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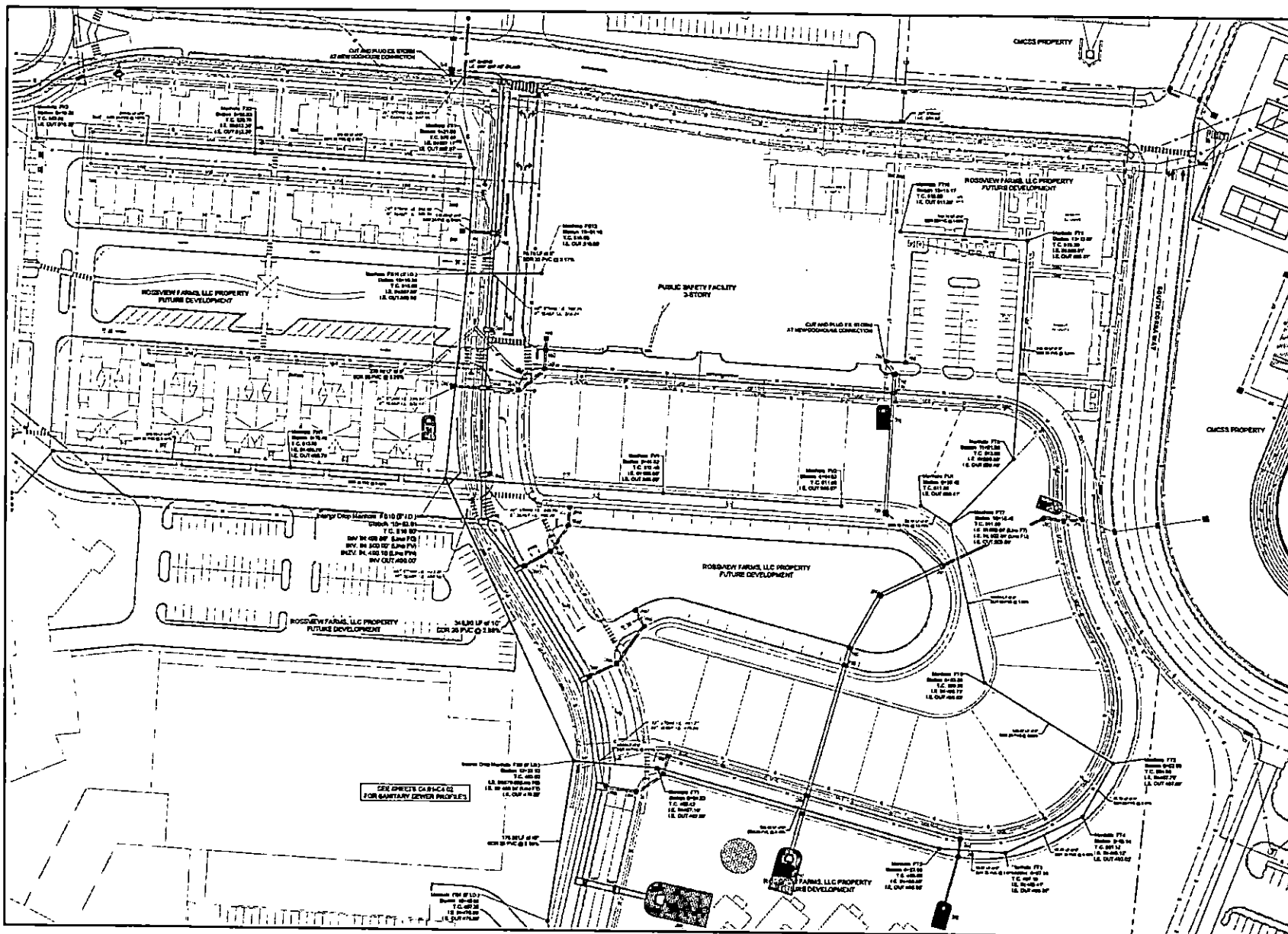
SCALE: 1" = 20'



GRADING PLAN

G 2.00





MOORE
DESIGN SERVICES

P.O. BOX 641
2184 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 646-9111
FAX: (931) 647-6756

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

UNLESS OTHERWISE NOTED, THE DISTANCE BETWEEN STRUCTURES IS 10' AND THE DISTANCE BETWEEN STRUCTURES IS 10'.



DATE: APRIL 16, 2006

REVISIONS:

SCALE: 1"=40'

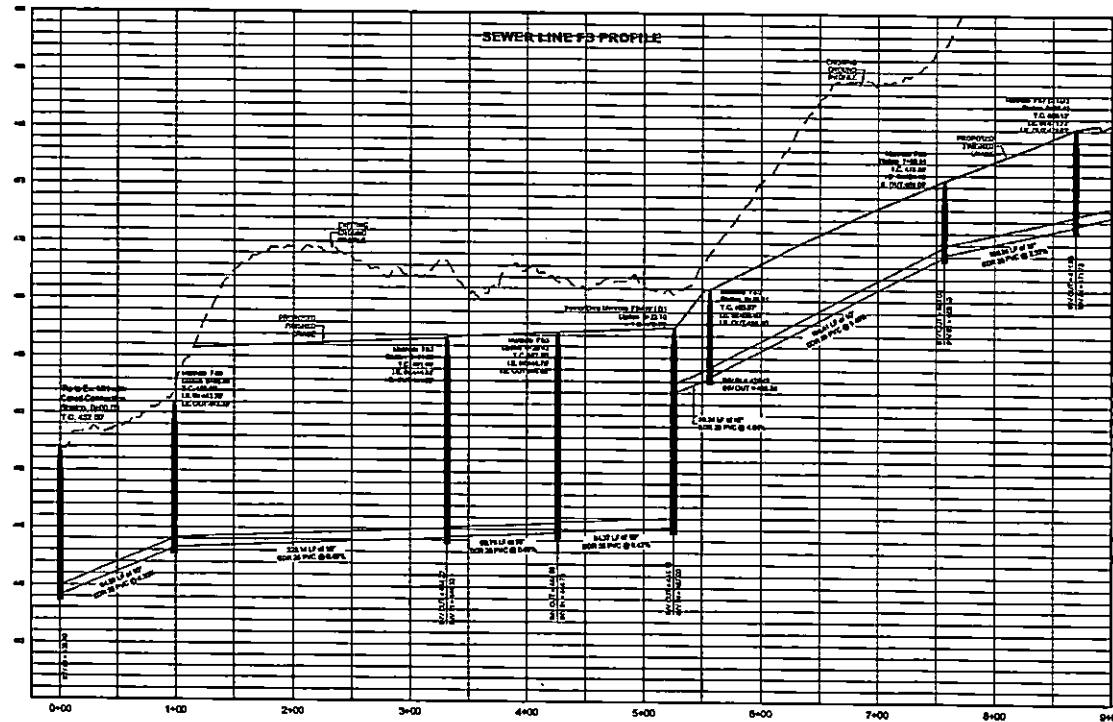
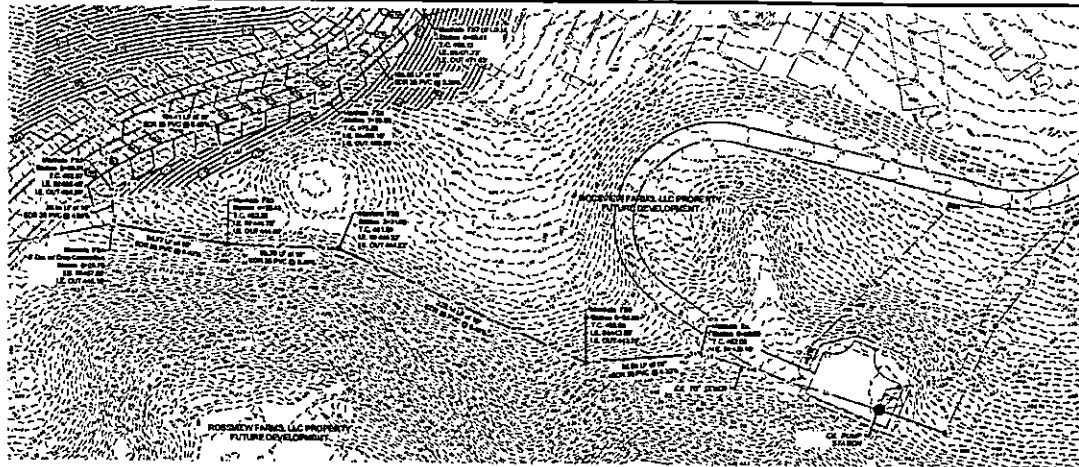


DRAWING SCALE: 1"=40'

STORM DRAINAGE PLAN

C 2.01

C 2.02



MOORE
DESIGN SERVICES

P.O. BOX 691
2356 ROOSEVELT ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-4756

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

DATE: APRIL 16, 2026

REVISIONS:

ALL ELEVATIONS
UNLESS OTHERWISE SPECIFIED
ARE IN FEET

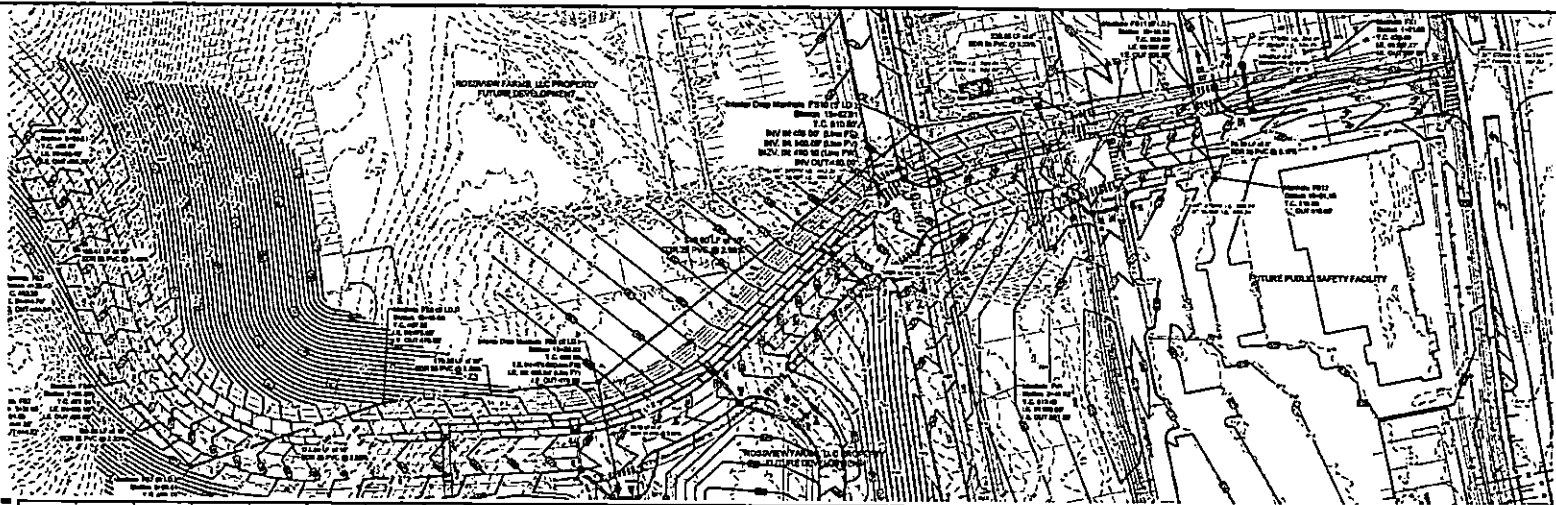


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DRAWING SCALE: 1"=50'

SANITARY SEWER PROFILE

C 4.01

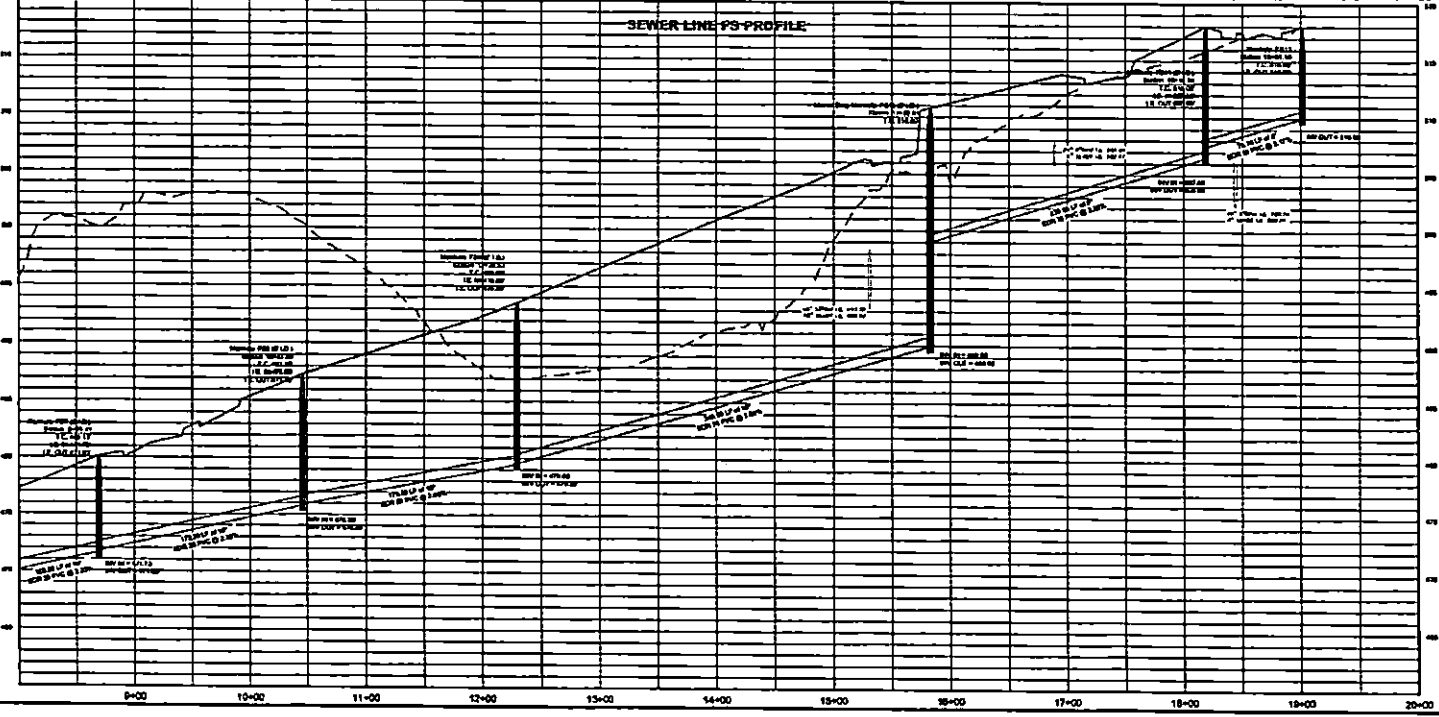


MOORE
DESIGN SERVICES

P.O. BOX 661
2388 ROOSEVELT ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-6756

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY



DATE: APRIL 16, 2025

REVISIONS:

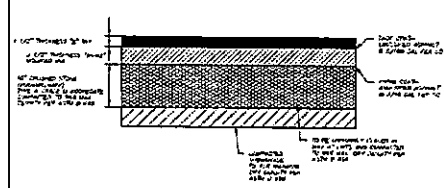
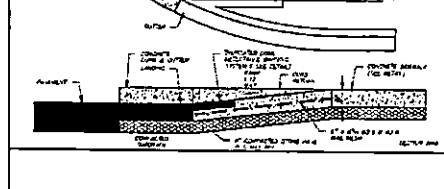
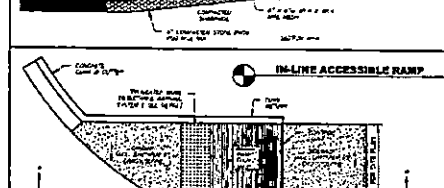
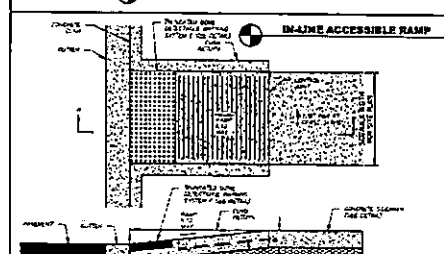
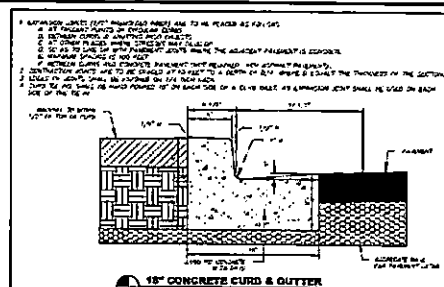
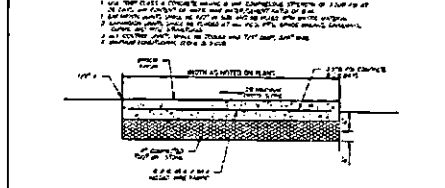
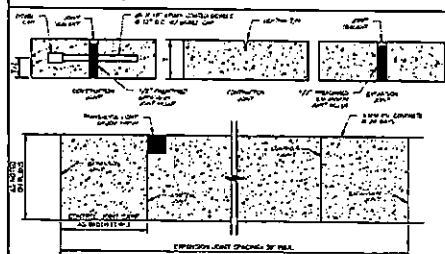
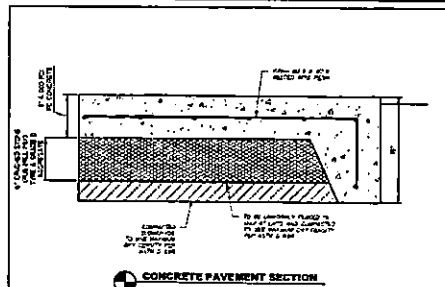
PLAN VIEW
FUTURE PUBLIC SAFETY FACILITY



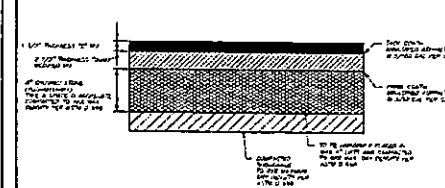
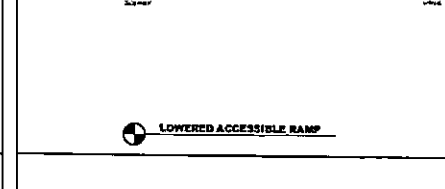
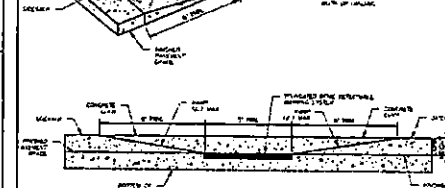
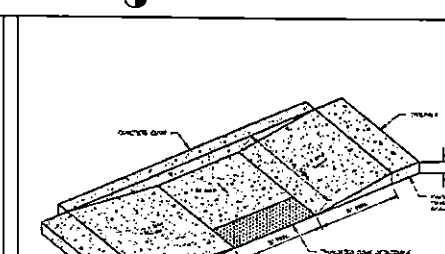
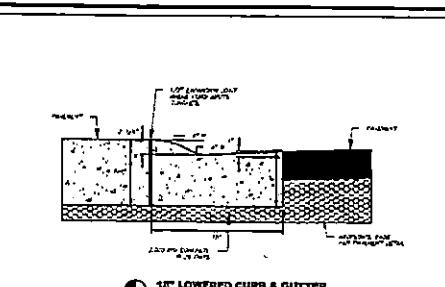
50 100 150
DRAWING SCALE: 1"=50'

SANITARY SEWER PROFILE

C 4.02



**ASPHALT PAVEMENT SECTION
BOARDWALK BOULEVARD**



**ASPHALT PAVEMENT SECTION
WATCHMAN'S WAY**

MOORE
DESIGN SERVICES
P.O. BOX 691
2346 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-6756

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**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

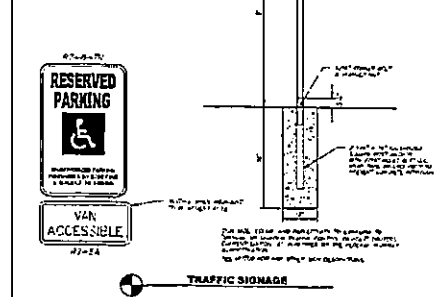
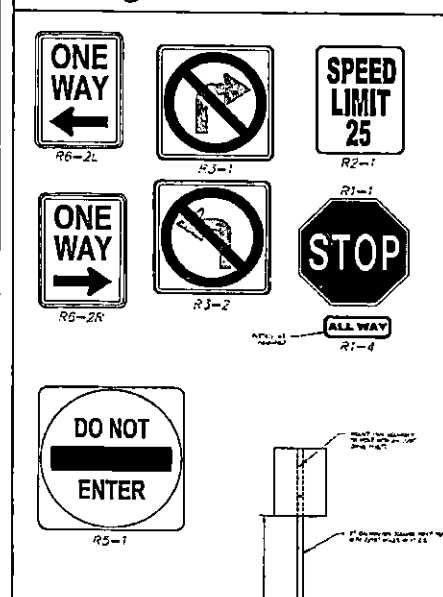
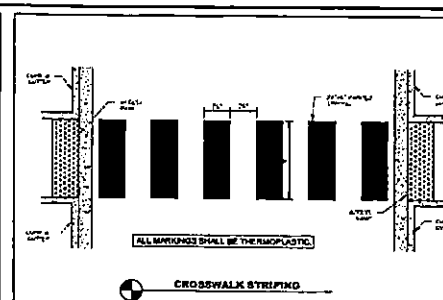
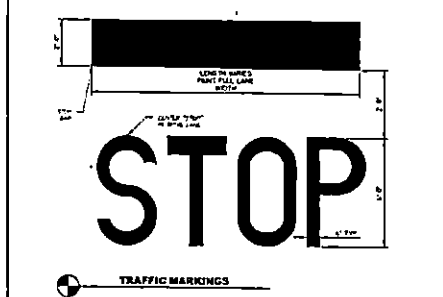
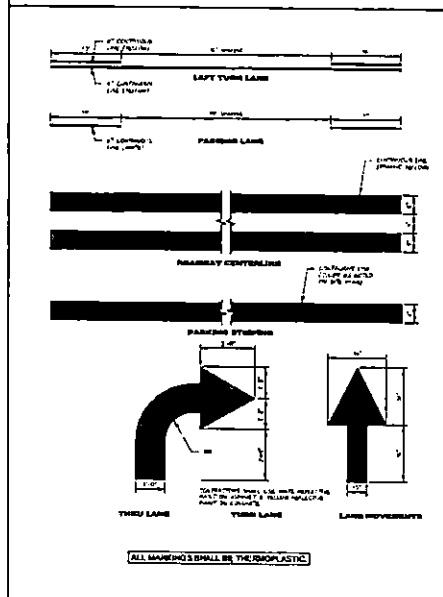
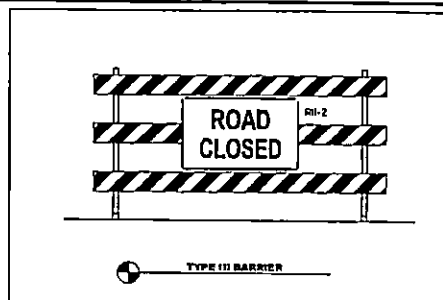
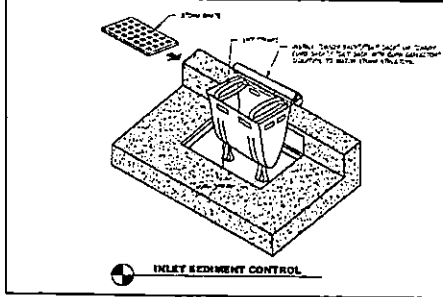
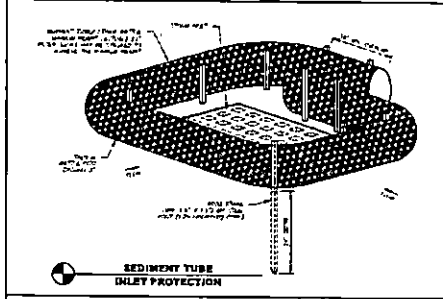
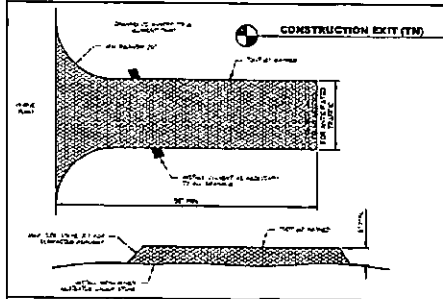
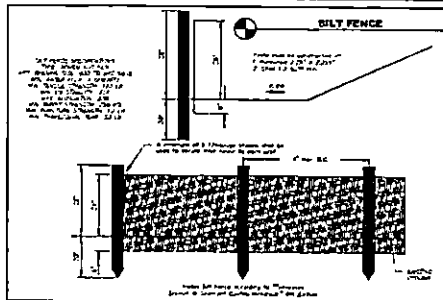
DATE: APRIL 16, 2025

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

C 6.01



MOORE
DESIGN SERVICES
P.O. BOX 441
2146 KOSSEVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-4756

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MONTGOMERY CO.
PUBLIC SAFETY FACILITY

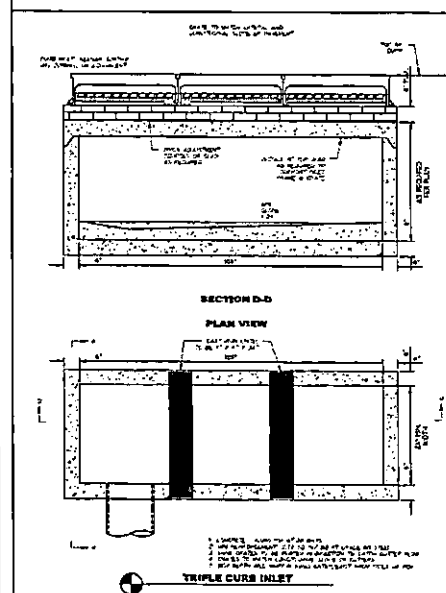
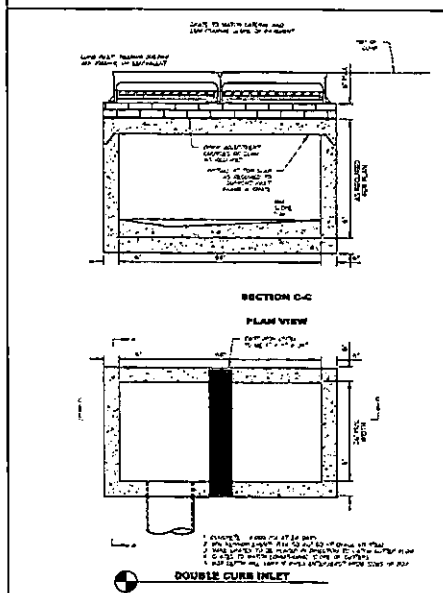
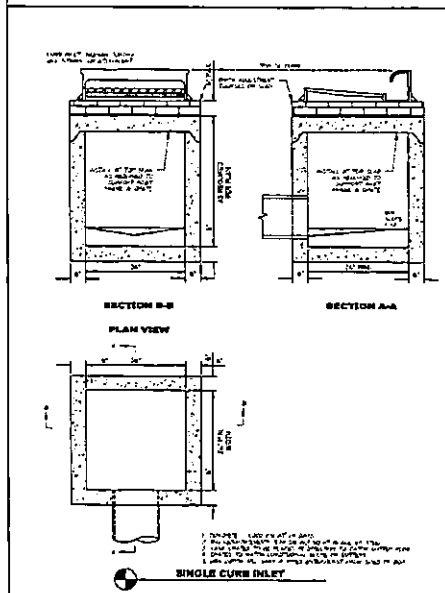
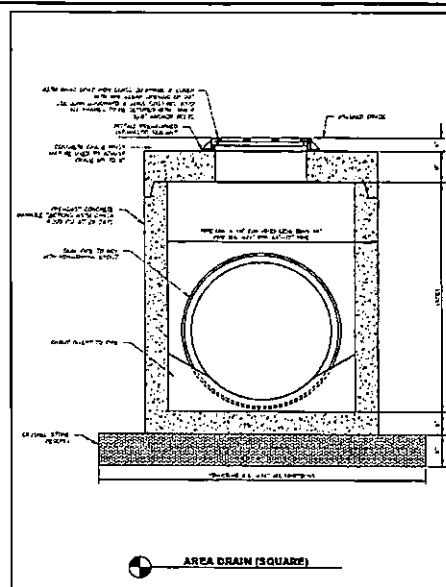
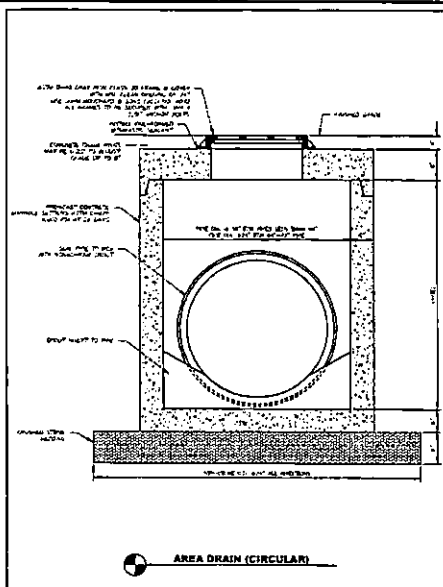
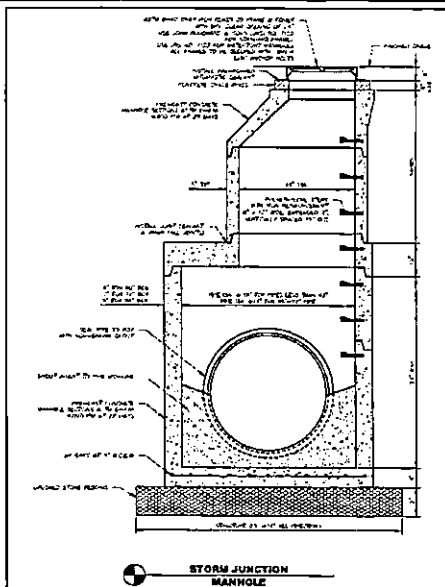
DATE: APRIL 16, 2026

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

C 6.02



MOORE
DESIGN SERVICES

P.O. BOX 693
2346 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 644-5411
FAX: (931) 647-6756

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MONTGOMERY CO.
PUBLIC SAFETY FACILITY

DATE: APRIL 16, 2026

REVISIONS:



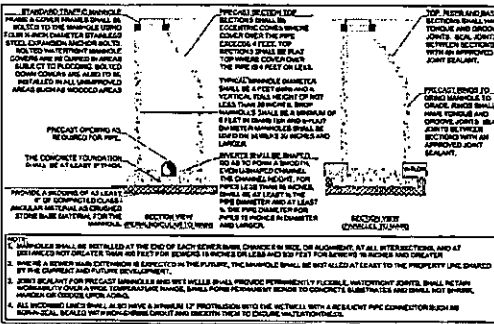
DRAWING SCALE: NTS

PROJECT DETAILS

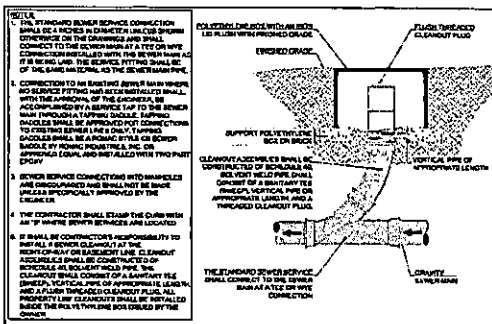
C 6.03

MOORE
DESIGN SERVICES
P.O. BOX 387
2216 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-6756

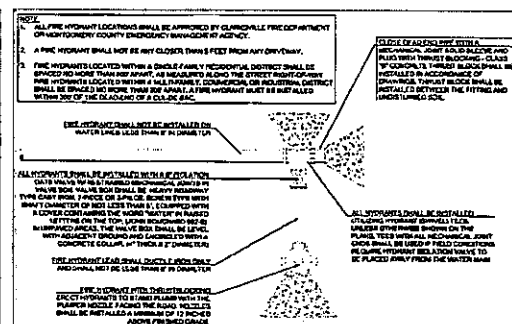
Marcelina
**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**



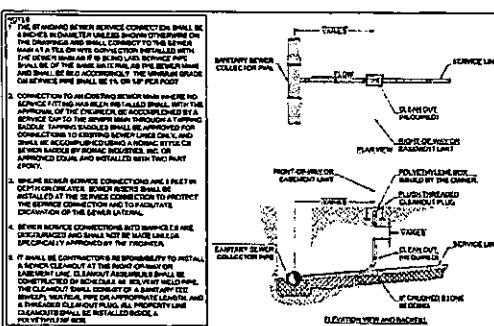
DETAIL NO: SW-01
DATE: JANUARY 2025
REVISION: 0
MANHOLE DETAIL
2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983



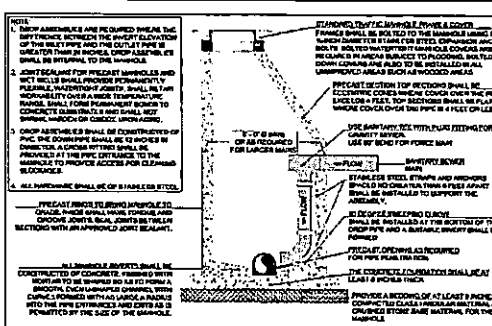
DETAIL NO: SW-02
DATE: JANUARY 2025
REVISION: 0
SANITARY SEWER CLEANOUT DETAIL
2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983



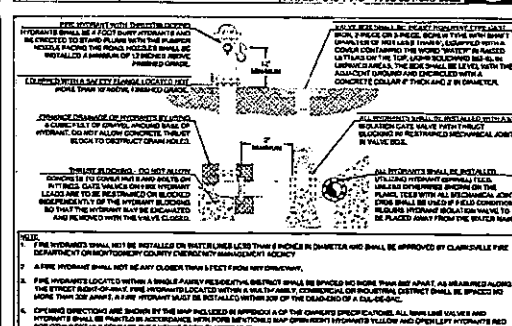
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DATE: JANUARY 2025
REVISION: 0
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2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983



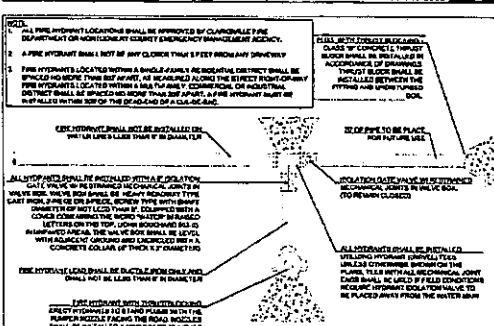
DETAIL NO: SW-04
DATE: JANUARY 2025
REVISION: 0
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2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983



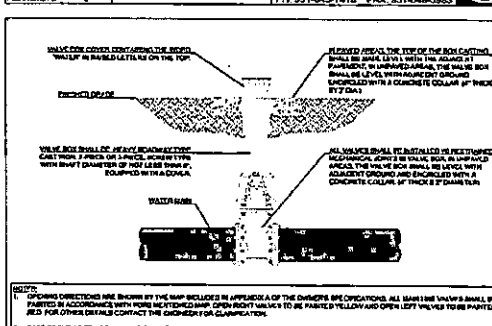
DETAIL NO: SW-05
DATE: JANUARY 2025
REVISION: 0
SEWER MANHOLE WITH DROP ASSEMBLY DETAIL
2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983



DETAIL NO: WH-01
DATE: JANUARY 2025
REVISION: 0
FIRE HYDRANT DETAIL
2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983

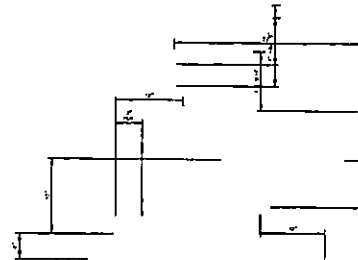
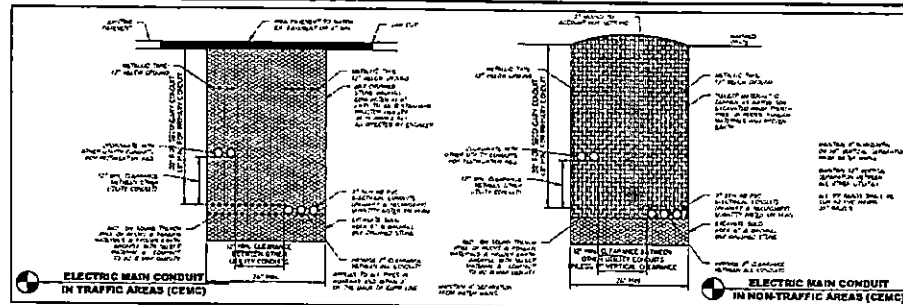
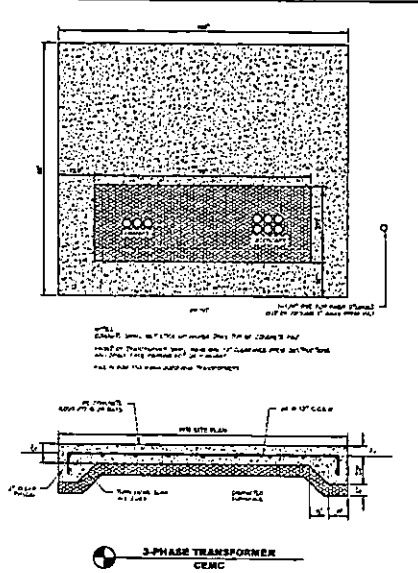
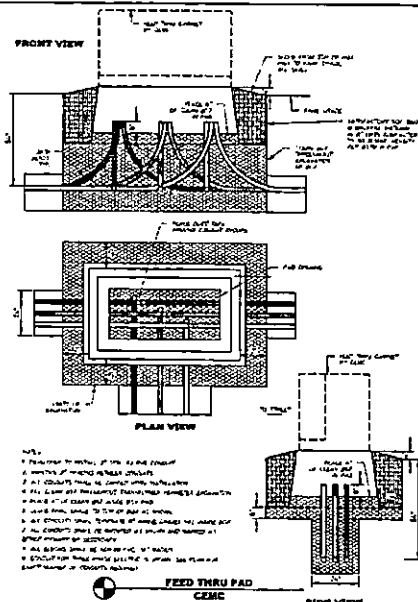


DETAIL NO: WH-04
DATE: JANUARY 2025
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END OF LINE HYDRANT DETAIL (FUTURE EXPANSION)
2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983



DETAIL NO: WH-15
DATE: JANUARY 2025
REVISION: 0
VALVE BOX AND COVER DIAGRAM
2215 MADISON ST.
P.O. BOX 387
CLARKSVILLE, TN 37040
PH: 931-645-7418 FAX: 931-648-5983

DATE: APRIL 16, 2026
REVISIONS:
DRAWING SCALE: NTS
PROJECT DETAILS
C 6.06



MOORE
DESIGN SERVICES
P.O. BOX 691
3346 ROCKVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-6756

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY

DATE: APRIL 16, 2026

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

C 6.07

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the "Performance Agreement" and "Agreement") is entered into by and between **ROSSVIEW FARMS, LLC**, a Tennessee limited liability company ("Rossview"), and the **MONTGOMERY COUNTY, TENNESSEE** ("County"), as of this ____ day of ____, 2026 (the "Effective Date").

WITNESSETH:

WHEREAS, Rossview and/or its affiliates have assembled real property to be developed for mixed-use purposes, including, without limitation, retail, office, education, entertainment and civic buildings, attached and detached single-family residential housing, multifamily housing, sports complex, green space, and nature preserve (the "**Development**"), generally located in Clarksville, Montgomery County, Tennessee; and,

WHEREAS, the County has determined that emergency services facilities are needed in the area of the Development where additional residential and commercial growth has occurred, and the County issued a Request for Proposals for a Public Safety Complex (the "**RFP**") to house the County's fire headquarters, a fire station, and a County Sheriff's office (the "**PSC**"); and

WHEREAS, Rossview responded to the RFP and Rossview and the County then negotiated an agreement based on the RFP and Rossview's proposal to donate a 2.192 acre site within the Development as shown on Exhibit A (the "**PSC Site**"); and

WHEREAS, Rossview will (a) complete those road improvements that will provide vehicular access to the PSC Site in a manner shown on the Project Plans attached hereto as Exhibit B that are located in the Development but not located on the PSC Site (the "**Road Improvements**"); and (b) prepare the PSC Site in a Pad Ready condition (as defined below) consistent with the Project Plans, including all other public infrastructure necessary therefor (collectively, the "**Project**"); and

WHEREAS, the Project Plans have been approved by the County Mayor; and,

WHEREAS, Rossview has retained Moore Construction Co., Inc., a Tennessee corporation, ("**Moore Construction**") to construct the Project in accordance with the Project Plans for a guaranteed maximum price of \$859,000.00 (the "**GMP Amount**"); and

WHEREAS, Rossview or its affiliate has entered into a Participation Agreement with the County, of even date herewith (the "**Participation Agreement**") incorporated herein by reference, and an Escrow Agreement with the County and Mitchell Ross Rocconi, PLLC, as escrow agent, also of even date herewith ("**Escrow Agreement**") incorporated herein by reference, (the Escrow Agreement, Participation Agreement and the Performance Agreement, are collectively referred to herein as the "**Project Documents**"), and the County is willing to pay the GMP Amount as provided in the Escrow Agreement; and,

WHEREAS, Rossview will complete the Project in accordance with the terms herein, provided, however, that the final topping of the Road Improvements shall not be completed until the County has completed construction of the PSC on the PSC Site as further described herein (the "**Road Topping**"); and

WHEREAS, the County has agreed to reimburse Rossview for the costs to complete the Project in an amount not to exceed the GMP Amount.

NOW THEREFORE, for the mutual promises set forth hereunder and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK

- a. The scope of the Work (as defined below) for this Performance Agreement to be funded under the Escrow Agreement consists of and is limited to the Project as set forth in the Project Plans, with the costs of the Project to be paid by the County.
- b. The term "**Work**" includes all material, labor, equipment and supervision necessary to complete all pre-construction and construction services in accordance with the Project Plans, including without limitation, any corrective work or additional work in accordance with the recommendations of the geotechnical and design engineers for the Project. The Work will be initiated on the Project promptly following receipt of the County's approval and execution of this Performance Agreement, the Participation Agreement and the Escrow Agreement, and approval of all County permits and authorizations for the Project (the "**Required Commencement Date**"), with all Work to be pursued diligently to completion. Rossview shall cause the Work to be Substantially Completed, as defined below, no later than five (5) months from the Required Commencement Date, unless delayed by events of Force Majeure as provided herein (the "**Required Completion Date**"). Notwithstanding the foregoing, the Road Topping shall be initiated and completed by Rossview in accordance with Sections l(d) and (e) herein.
- c. Upon Substantial Completion of the Work, as defined below, Rossview shall deliver the Notice of Substantial Completion to Escrow Agent and the County in the form attached hereto as Exhibit D (the "**Notice of Substantial Completion**"). Upon the earlier of (i) receipt by the County of the Notice of Substantial Completion and (ii) receipt by Rossview of the Donation Notice (as defined in the Participation Agreement) requesting donation, Rossview will donate the PSC Site to the County in accordance with Section V of the Participation Agreement. Prior to or on the Donation Date, Upon the achievement of Final Project Completion (as defined in the Participation Agreement below), Rossview shall assign the construction warranty in Rossview's construction contract with Moore Construction to the County with respect to the Work, if available, including any defective workmanship or materials for a period of one (1) year from the completion and acceptance by the County of the applicable phase. Rossview shall cause Moore Construction to enter into a written acknowledgement of such assignment to the County.

- d. Following the Effective Date, the County shall have fourteen (14) months to Substantially Complete the construction of the PSC on the PSC Site (the “**County Construction Period**”). The County shall be responsible for paying all of the Improvement Costs for the PSC. The County shall be deemed to have Substantially Completed construction of the PSC for purposes of this Section 1(d) when eighty (80) percent of the construction of the PSC is complete as certified by the general contractor retained by the County to construct the PSC (the “**Substantial Completion of the PSC**”). “**Improvement Costs**” shall mean any costs associated with the construction of the PSC that exceed the costs of preparing the PSC Site in a Pad Ready Condition, including, without limitation, the costs of vertical construction building systems, and interior finishes.
- e. Upon Substantial Completion of the PSC, the County shall deliver a Notice of Substantial Completion of the PSC to the Escrow Agent and Rossview in the form attached hereto as Exhibit E (the “**Notice of Substantial Completion of the PSC**”). Following receipt of the Notice of Substantial Completion of the PSC, Rossview shall complete the Road Topping in accordance with the Project Plans by October 31, 2027, subject to availability of asphalt (the “**Road Topping Completion Date**”). If the Notice of Substantial Completion of the PSC is not received by Rossview on or before the expiration of the County Construction Period, Rossview shall have the right to complete the Road Topping and the County shall be responsible for paying the costs of any damage to the Road Topping as a result of the construction of the PSC by the County or its affiliates, assignees, representatives, agents, general contractors, or subcontractors.

2. TERMS AND CONDITIONS

- a. Rossview has provided a full set of completed Project Plans (as defined in the Participation Agreement), approved, sealed, and signed by a civil engineer licensed to practice engineering in the State of Tennessee. A summary of the Project Plans is set forth on Exhibit B attached hereto and incorporated herein by reference. The County has approved the Project Plans.
- b. Rossview will timely complete the Work in accordance with the Project Plans and this Agreement (collectively, “**Rossview’s Obligations**”). Rossview shall be responsible for engaging Moore Construction or another qualified contractor reasonably satisfactory to the County to perform the construction, and installation of the Project in accordance with the Project Plans. The terms of the construction contract for the Project with Moore Construction is subject to the prior written approval of the County Mayor, which shall not be unreasonably withheld, conditioned or delayed. All amendments and change orders to such construction contract shall be subject to the prior written approval of the County Mayor, such approval not to be unreasonably withheld, conditioned or delayed. Rossview or its affiliate shall supervise the Work performed under the Project for compliance with the Project Plans.
- c. Rossview will provide the County monthly with written reports regarding the construction and installation of the Project.

- d. Rossview will permit County and Construction Inspector (as defined in the Escrow Agreement) to regularly inspect the progress of the construction and installation of the Project.

3. Commencement of Required Project — Failure to Complete.

- a. Rossview has obtained the County's approval of the construction schedule attached hereto as Exhibit C (the "**Construction Schedule**"). Rossview shall use commercially reasonable efforts to cause the construction of the Project to be completed in accordance with the Construction Schedule, provided, in the event the Required Completion Date is determined by the parties to be extended, the Construction Schedule shall be revised according to the terms herein.
- b. "**Substantial Completion**" shall mean the point in time when the Work (excluding the Road Topping) is sufficiently complete in accordance with the Project Documents (including without limitation the issuance of an AIA Form G-704 Certificate of Substantial Completion, or comparable, by Moore Construction and approved by the County Mayor) so that the Project (excluding the Road Topping) can be used or occupied for its intended use, subject to punch list items which do not materially affect the operation of such improvements and will be completed in the ordinary course of construction.

Should Rossview fail to complete the Work by the Required Completion Date, the County shall be entitled to all of the remedies set forth in Section 9 herein below subject to the notice and cure periods described in Section 8 herein.

- 4. Release of Rossview's Obligations. If Rossview constructs the Project to Substantial Completion on or before the Required Completion Date, as extended as a result of delays caused by events of Force Majeure as defined hereunder, then Rossview shall be released from further obligations hereunder related to such Work deemed to be Substantially Complete. Rossview shall receive a full and final release from all obligations hereunder upon the donation of the PSC Site to the County in accordance with Section 5 of the Participation Agreement and completion of the Road Topping in accordance with Section 1(d) herein. Otherwise, Rossview's Obligations shall remain in full force and effect. Upon an Event of Default, as described below, the full amount of funds deposited under the Escrow Agreement may be used by the County and applied in any manner necessary to complete Rossview's Obligations. Nothing herein shall be construed to relieve Rossview from the burden of full compliance with all terms hereunder.
- 5. Extensions. Rossview may request an extension to the time period established above. Any such request for an extension (other than as a result of delays caused by events of Force Majeure which shall be determined as provided in Section 7) will be determined in the reasonable discretion of the parties and shall be granted only upon a determination of the County Mayor that good cause has been shown. The County Mayor shall determine the length of any such extension unrelated to the County Construction Period, which shall be determined in the discretion of Rossview. Such extension shall be reflected in an amendment to the Project Documents executed by both parties.

6. Final Acceptance of Improvements and Release of Security. Rossview may request final acceptance and final release of all funds remaining in escrow under the Escrow Agreement, at the point when all of the following have occurred ("**Final Project Completion**"): (i) the Project has achieved Substantial Completion in full in accordance with this Agreement and the Escrow Agreement (ii) the PSC Site has been donated by the conveyance of the PSC Site to the County in accordance with Section 5 of the Participation Agreement, and (iii) the Road Topping is complete. Any such request for a release shall be accompanied by written authorizations from the County Mayor. Notwithstanding the foregoing, if the County is unable to reach Substantial Completion of the PSC prior to or on the County Construction Period, Rossview may request final acceptance and final release of all funds remaining in escrow under the Escrow Agreement.
7. Force Majeure. "**Force Majeure**" means any of the following that prohibits, delays or materially interferes with the construction of the Project or any material portion thereof: strikes; lock-outs; unavailability or shortages of required materials and supplies, including, without limitation transformers; acts of the public enemy; governmental approvals in addition to those contemplated herein from the County; the enactment, imposition or modification of any applicable law which occurs after the Effective Date and precludes performance under this Agreement; confiscation or seizure by any government or public authority; wars or war-like action; blockades; insurrections; riots; civil disturbances; governmental restrictions; epidemics; pandemics; sink-holes or the presence of karst that requires material remediation or other materially adverse unforeseen subsurface conditions; landslides; earthquakes; fires; hurricanes; floods; wash-outs; explosions; nuclear reaction or radiation; radioactive contamination; or any other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the Party claiming the right to delay or postpone performance on account of such occurrence, but specifically excluding any financial condition, lack of funds, lack of financing, insolvency, or bankruptcy of such party. An extension of time for the performance by any party hereunder attributable to Force Majeure shall be limited to the period of delay due to such Force Majeure, which period shall be deemed to commence from the time of the commencement of the Force Majeure. Notwithstanding the foregoing, however, no Force Majeure shall excuse the timely paying any money as provided in this Agreement. In the event of the occurrence of any event of Force Majeure, including, but not limited to the discovery of a sink hole which comprises a significant portion of the right of way or extends beyond the right of way for the Project, for which the additional cost anticipated to be incurred with respect thereto would cause the cost of the Work to exceed the GMP Amount, then Rossview and the County shall promptly meet and discuss means and methods and other possible solutions to the problem. If Rossview and the County are unable to reach an agreement as to a solution to remedy the effect of such an event of Force Majeure, and if the County and Rossview decide to terminate this Agreement and release Rossview from Rossview's Obligations, then all of the funds deposited into escrow pursuant to the Escrow Agreement shall be made available to the County in the event that the County decides to undertake the completion of Project or a modified version thereof, and if it is determined to abandon the Project, then such funds shall first be used to return the PSC Site to as close to the condition as it existed prior to the commencement of construction as practical (provided the parties shall not be obligated to remove fill from the PSC Site), and upon completion thereof, the remaining balance of such funds shall be returned to the County. Notwithstanding anything to the contrary contained herein, unless otherwise agreed

by the parties hereto, neither the County nor Rossview shall be obligated to contribute additional funds to the Project in excess of the amounts required pursuant to the Escrow Agreement, as a result of Force Majeure.

8. Default. If a party fails to comply with any of the terms of this agreement, after the receipt of any required notice, and lapse of applicable cure period, it shall be considered a default. The following shall each be deemed to be an “Event of Default” hereunder:

- a. Failure to complete the obligations described in Section 1 herein within the time required, as may be extended pursuant to the terms herein or Section 5 of the Participation Agreement; provided such failure is not cured within thirty (30) days after written notice from the other party, provided, however, if such failure by its nature cannot reasonably be cured within such thirty (30) day period then no Event of Default shall be deemed to exist as long as such party commences curing the failure within such thirty (30) day period and thereafter continuously and diligently prosecutes cure to completion, but in any event within one hundred twenty (120) days after such notice;
- b. The occurrence of a party failing to perform any covenant, agreement, provision or condition under the Escrow Agreement or Participation Agreement, which failure is not cured within thirty (30) days after notice from the non-defaulting party.
- c. Failure to perform any other covenant, agreement, provision or condition under this Agreement, which failure is not cured within thirty (30) days after notice from the other party; provided, however, if such failure by its nature cannot reasonably be cured within such thirty (30) day period then no Default shall be deemed to exist as long as such party commences curing the failure within such thirty (30) day period and thereafter continuously and diligently prosecutes cure to completion, but in any event within one hundred twenty (120) days after such notice (it being agreed and understood that any such notice and opportunity to cure given hereunder or under the Project Documents for the same failure to perform shall run concurrently and not be in addition to any other such notice and opportunity to cure).

9. Remedies. If a party has committed an Event of Default, such other party shall have any of the following non-exclusive remedies:

- a. Proceed to collect the funds which are held under the Escrow Agreement;
- b. Proceed to complete the obligations described in Section 1 herein with the understanding that Rossview shall be responsible for any difference between the cost of completing the Work and the GMP Amount (the “Deficiency”);
- c. Proceed to collect the Deficiency, if applicable;
- d. Specific performance, requiring the defaulting party to complete its obligations described hereunder;

- e. Reasonable attorneys' fees and costs of pursuing any such remedies; and
- f. Any other remedy at law or in equity.

Notwithstanding the foregoing, if Rossview does not complete the Work by the Required Completion Date, the County shall have the right to terminate this Agreement and proceed to collect the GMP Amount

10. Termination of Escrow Agreement. In the event the Escrow Agreement is terminated pursuant to Section 1 of the Escrow Agreement, then this Agreement shall also be automatically terminated.

11. Assignment – Consent Required. The provisions of this Performance Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Performance Agreement nor any of the rights of Rossview or Rossview's Obligations hereunder shall be assigned or transferred, in whole or in part, without the prior written consent of the County Mayor, in his or her sole discretion. Any such assignment or transfer shall not release Rossview from Rossview's Obligations hereunder.

12. Notices. All notices and other communications permitted or required hereunder shall be in writing and may be served and given by personal delivery service or by reputable overnight courier addressed as follows:

If given to Rossview:	Rossview Farms, LLC 2386 Rossview Road Clarksville, Tennessee 37041 Attention: Ronnie Moore
-----------------------	--

With a copy being simultaneously given by the same method of delivery to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Attention: Jim Murphy
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If given to County:	Montgomery County, Tennessee 1 Millennium Plaza, Suite 205 Clarksville, Tennessee 37040 Attn: Mayor
---------------------	--

With a copy being simultaneously given by the same method of delivery to:	W. Timothy Harvey, County Attorney 310 Franklin Street Clarksville, Tennessee 37040
---	---

Any notice so sent by personal delivery service or reputable overnight courier shall be deemed given on the date of first attempted delivery or refusal as indicated on the receipt of the personal delivery service or reputable overnight courier. Each party may, by notice as

aforesaid, designate such other person or persons and/or such other address or addresses for the receipt of notices.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ROSSVIEW:

ROSSVIEW FARMS, LLC,
a Tennessee limited liability company

By: _____
Name: _____
Title: _____

COUNTY:

MONTGOMERY COUNTY, TENNESSEE:

Wes Golden, Mayor

Attested and Approved as to Availability of Funds:

Cassie A. Wheeler, Director of Accounts and Budgets

Approved as to form and legality:

By: _____
Tim Harvey, County Attorney

EXHIBIT A

Description of PSC Site

Being a Tract of land situated in the 1ST Civil District of Montgomery County, Tennessee, said Tract being generally located south of and adjacent to Campus Boulevard, east of South Kirkwood Road and west of Hayes Lane. Said Tract being described as follows:

Beginning at an existing iron pin located in the southern margin of Campus Boulevard right-of-way, said iron pin being located 641.0 feet east of the centerline intersection of South Kirkwood Road and Campus Boulevard, said iron pin being the northwest property corner of the herein described property and a portion of the Rossview Farms, LLC Property as described in O.R.V. 1329, Page 565 R.O.M.C.T.

Thence along said right-of-way of Campus Boulevard North 83° 12' 48" East for a distance of 217.13 feet to a new iron pin.

Thence leaving said right-of-way on a new line South 11° 33' 41" East for a distance of 114.05 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 65.04 feet to a new iron pin.

Thence on a new line South 11° 33' 41" East for a distance of 58.00 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 64.00 feet to a new iron pin.

Thence on a new line North 11° 33' 41" West for a distance of 58.00 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 43.50 feet to a new iron pin.

Thence on a new line South 11° 33' 41" East for a distance of 166.50 feet to a new iron pin.

Thence on a new line South 78° 26' 19" West for a distance of 391.00 feet to a new iron pin.

Thence on a new line on a curve to the right, said curve having a radius of 25.00 feet, arc length of 39.27 feet, and being subtended by a chord having a bearing of North 56° 33' 41" West for a distance of 35.36 feet to a new iron pin.

Thence on a new line North 11° 33' 41" West for a distance of 248.71 feet to a new iron pin.

Thence on a new line on a curve to the right, said curve having a radius of 25.00 feet, arc length of 41.36 feet, and being subtended by a chord having a bearing of North 35° 49' 43" East for a distance of 36.80 feet to the Point of Beginning.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Said Tract contains 2.192 acres, more or less.

Description of PSC Site

Description of PSC Site

A black and white vicinity map showing a project site. The map includes a network of roads, with a major road running horizontally across the middle. A winding road or river is on the left. The project site is marked with a small circle and labeled "PROJECT SITE". Other labels include "ROAD" and "RIVER". The map is titled "VICINITY MAP" at the bottom.

- | | |
|--------------------------------|---------------------------|
| LEGEND: | |
| BENCHMARK | ① ELECTRIC MANHOLE |
| FIRE HYDRANT | ② TELEPHONE MANHOLE |
| POST TYPE BLOWOFF HYDRANT | ③ STORM MANHOLE |
| OUT ANCHOR | ④ TRANSFORMER |
| POWER POLE | ⑤ SECONDARY BOX |
| SANITARY SEWER MANHOLE | ⑥ SECTIONALIZER |
| VALVE | ⑦ CABLE TV JUNCTION BOX |
| TRAFFIC SIGN | ⑧ PHONE JUNCTION BOX |
| HEADWALL | ⑨ BACKFLOW PREVENTER |
| AREA DRAIN | ⑩ GAS METER |
| CURB INLET | ⑪ WATER METER |
| FIRE DEPARTMENT CONNECTION | ⑫ EXISTING SPOT ELEVATION |
| STREET LIGHT | ⑬ PROPOSED SPOT ELEVATION |
| PROPERTY LINE | ⑭ GUARANTEE |
| EASEMENT LINE | ⑮ 1 PHASE ELECTRIC |
| NEIGHBOR BUILDING SETBACK LINE | ⑯ 2 PHASE ELECTRIC |
| OVERHEAD ELECTRIC LINE | ⑰ 3 PHASE ELECTRIC |
| WATER LINE | ⑱ SECONDARY CONDUIT |
| GAS LINE | ⑲ LIMITS OF CONSTRUCTION |
| SANITARY SEWER LINE | ⑳ FIRE WATCH LINE |
| STORM LINE | ㉑ NO PIPE |
| FIRE LINE | ㉒ UNDERPASS |
| UNDERGROUND ELECTRIC LINE | ㉓ RETAINING WALL |
| TELECOMMUNICATION LINE | ㉔ CABLE TV |
| SEWER FORCE MAIN | ㉕ SILT FENCE |
| CELESTIAL LINE | ㉖ OUT HERE |
| STREET LIGHT | ㉗ OVERHEAD ELECTRIC LINE |
| WETLAND | ㉘ TRENCH DRAIN |
| WET WEATHER CONDUITANCE | ㉙ IRRIGATION |
| WATER QUALITY BUFFER | ㉚ TREE PROTECTION FENCE |
| FENCE LINE | ㉛ RAILROAD |
| TRAIL LINE | |

C0.01 MASTER PLAN
C1.00 SITE PLAN
C1.01 CAMPUS BLVD. RE-STRIPING PLAN
C2.00 GRADING PLAN
C3.00 ROADWAY PLAN & PROFILE
C4.00 UTILITY PLAN
C4.01 SEWER PLAN & PROFILE
C4.02 SEWER PLAN & PROFILE

- C6.00 PROJECT NOTES
C6.01 PROJECT DETAILS
C6.02 PROJECT DETAILS
C6.03 PROJECT DETAILS
C6.04 PROJECT DETAILS
C6.05 PROJECT DETAILS
C6.06 PROJECT DETAILS
C6.07 PROJECT DETAILS

P.O. BOX 691
2316 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 646-9411
FAX: (931) 647-6756

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

8" GRAVITY SEWER 218 LF.
10" GRAVITY SEWER 1383 LF.
6" WATER MAIN 600 LF.
10" WATER MAIN 383 LF.

LOCAL STREETS:
MONTGOMERY COUNTY HIGHWAY DEPT.
1213 HIGHWAY DRIVE
(301) 648-5740

STATE HIGHWAYS:
TENNESSEE DEPT. OF TRANSPORTATION
1818 WILMA RUDOLPH BLVD.
(601) 648-5570

**WATER, SEWER & NATURAL GAS:
CLARKSVILLE GAS & WATER DEPT.
2315 MADISON STREET
(931) 645-7400**

ELECTRICITY:
CUMBERLAND ELECTRIC MEMBERSHIP CORP.
1840 MADISON STREET
(331) 645-2431

**CABLE TV:
CHARTER COMMUNICATIONS
1850 BUSINESS PARK DRIVE
(336) 438-2427**

TELEPHONE:
AT&T
1783 WILMA RUDOLPH BLVD.
(31) 542-0004

**PLANNING:
CLARKSVILLE-MONTGOMERY COUNTY
REGIONAL PLANNING COMMISSION
329 MAIN STREET
(731) 643-7448**

CODING & DRAINAGE:
MONTGOMERY COUNTY BUILDING & CODING
350 PATZMANT LANE
(301) 646-5718

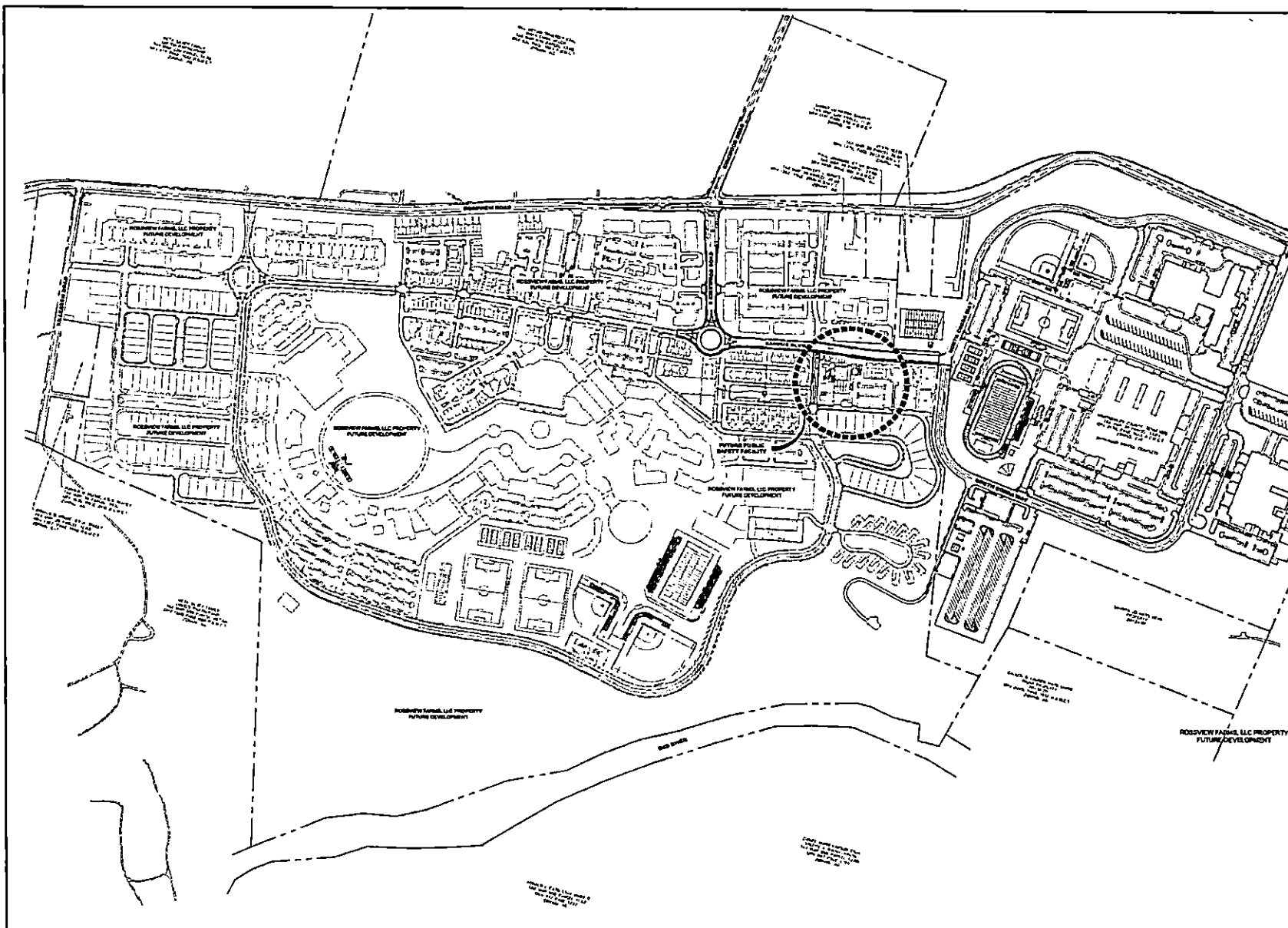
STATE OF TENNESSEE
TDEC ENVIRONMENTAL FIELD OFFICE
111 N. GALL BLVD
NASHVILLE, TN
(615) 521-8232

DATE: APRIL 18, 2026

REVISIONS

COVER SHEET





MOORE
DESIGN SERVICES

P.O. BOX 661
2346 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE (931) 648-9411
FAX (931) 647-4756

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**



Know what's below.
Call before you dig.

DATE: APRIL 16, 2025

REVISIONS:

SCALE: SEE
TOWNSHIP OF FULTON, MISSISSIPPI



20 00 20 40

DRAWING SCALE: 1"=20'

MASTER PLAN

C 0.01

MOORE
DESIGN SERVICES

P.O. BOX 601
2348 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (615) 845-9111
FAX: (615) 847-6730

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY

- SITE IMPROVEMENTS LEGEND**
- ① IMPROVED PAVEMENT SEE DETAILS ON DR
 - ② 1" OF DEPTH MILLING OVERLAY 1" SEAL
 - ③ 1" OF CONCRETE CURB & GUTTER TYP. (SEE CR 88)
 - ④ 1" OF CONCRETE CURB & GUTTER (SEE CR 88)
 - ⑤ REINFORCE CR CURB WITH LAMINATED COMPOSITE (CR 88)
 - ⑥ CONCRETE SIDEWALK (CR 88)
 - ⑦ ACCESS RAMP, W/ELL, DETECTABLE SURFING (CR 88)
 - ⑧ TRAFFIC MARKING, STOP BAR, WHITE (CR 88)
 - ⑨ TRAFFIC MARKING, CROSSWALK, WHITE (CR 88)
 - ⑩ TRAFFIC MARKING, DIRECTIONAL, YELLOW (CR 88)
 - ⑪ TRAFFIC MARKING, DOUBLE SOLID LINE, YELLOW (CR 88)
 - ⑫ TRAFFIC MARKING, SINGLE SOLID LINE, WHITE (CR 88)
 - ⑬ TRAFFIC MARKING, SINGLE SOLID LINE, YELLOW (CR 88)
 - ⑭ TRAFFIC MARKING, DIRECTIONAL, WHITE (CR 88)
 - ⑮ STOP SIGN (8" x 11", 30" x 36" (CR 88))
 - ⑯ DO NOT ENTER SIGN (30" x 36", 30" x 36" (CR 88))
 - ⑰ NO RIGHT TURN SIGN (30" x 36", 30" x 36" (CR 88))
 - ⑱ NO LEFT TURN SIGN (30" x 36", 30" x 36" (CR 88))
 - ⑲ ONE WAY SIGN (30" x 36", 30" x 36" (CR 88))
 - ⑳ SPEED LIMIT SIGN (30" x 36", 30" x 36" (CR 88))
 - ㉑ 20 MPH SPEED LIMIT SIGN (30" x 36", 30" x 36" (CR 88))



Marcelina Moore
Professional Engineer
Civil, State of Tennessee

DATE: APRIL 15, 2026

REVISIONS:

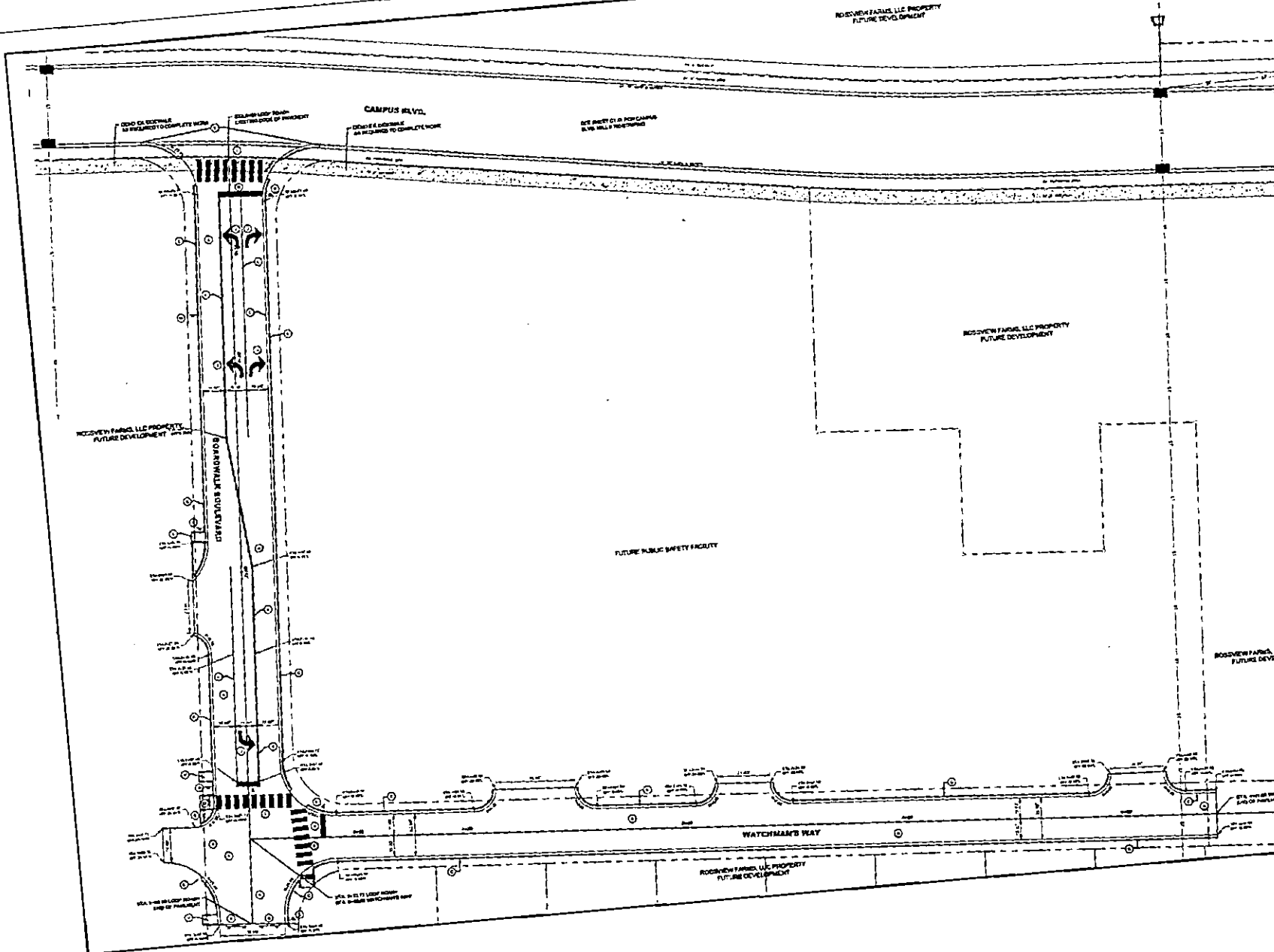
SCALE: 1" = 40' (SEE PLAN COORDINATE SYSTEM)

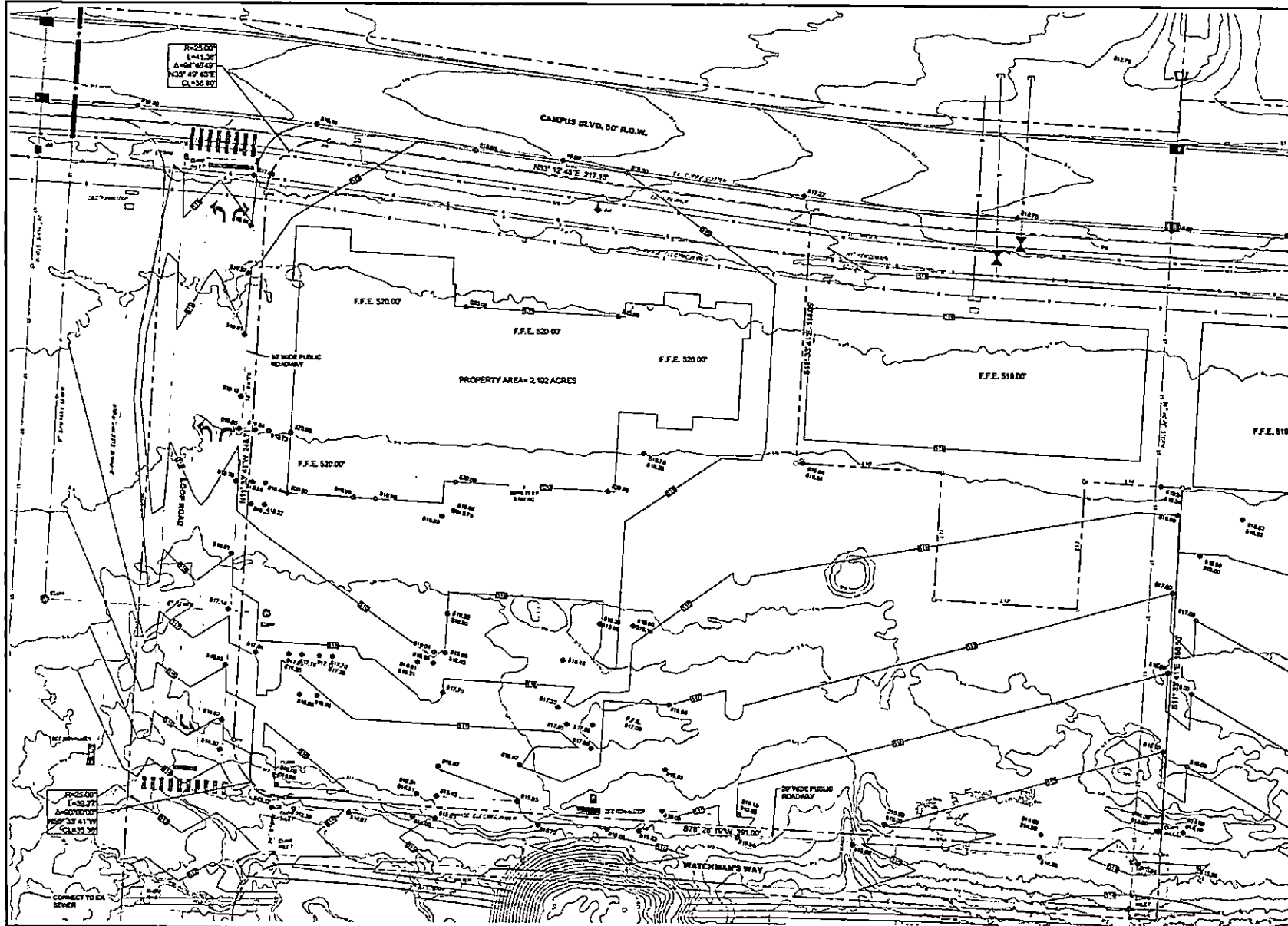


DRAWING SCALE: 1" = 40'

SITE PLAN

C 1.00





MOORE
DESIGN SERVICES

P.O. BOX 891
2388 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE (931) 648-9411
FAX (931) 647-4756

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**



NOTE: IMPROVEMENTS LEGEND:

BY ROADVIEW FARM, LLC

EXISTING STRUCTURES ARE SHOWN IN BLACK. PROPOSED IMPROVEMENTS ARE SHOWN IN GRAY.

LEGEND:
— EXISTING CONTOURS
— PROPOSED CONTOURS

DATE: DECEMBER 3, 2023

REVISIONS:

NAD 83
VERTICAL DATUM: PLUMBING COORDINATE SYSTEM



0 20 40
DRAWING SCALE: 1"=20'

GRADING PLAN

C 2.00

MOORE
DESIGN SERVICES

P.O. BOX 641
2448 ROSSY VIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (615) 648-9411
FAX: (615) 647-6756

Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY

811
UNIVERSITY OF TENNESSEE
C&E ENGINEERING

DATE: APRIL 18, 2008

REV. NO.

UTM 18N
NAD 83
ELECTRIC
TELEPHONE
CABLE
GAS
WATER
SEWER

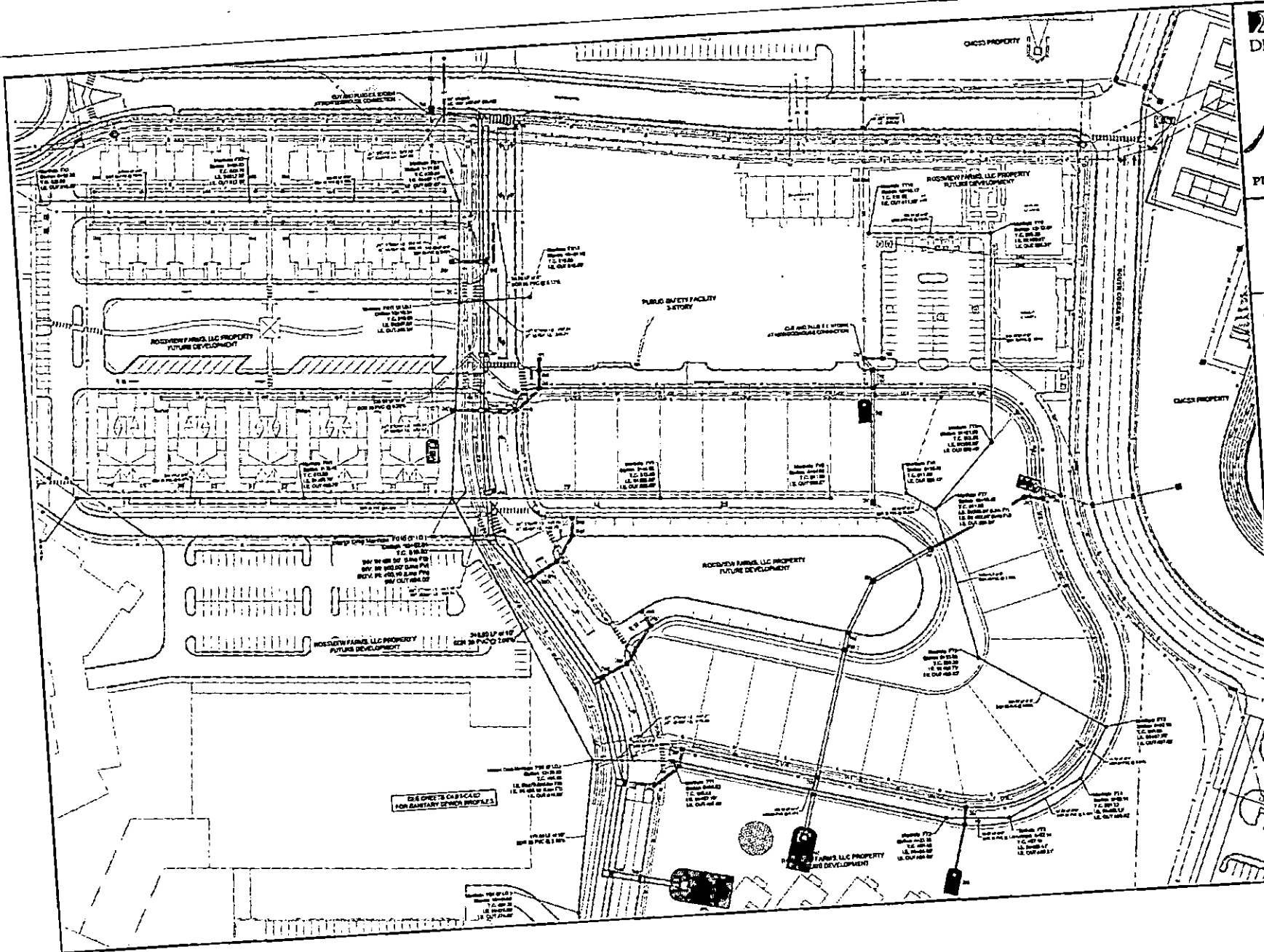


30 60 90 120

DRAWING SCALE: 1"=60'

STORM DRAINAGE PLAN

C 2.01



ID	STRUCTURE	TOP ELEVATION (FEET)	INVERT ELEV. (FEET)	INVERT DIA. (IN)	INVERT SIZ. (IN)	PIPE DIA. (IN)	PIPE MATERIAL	PIPE LENGTH (FEET)	PIPE SLOPE (%)	DESIGN Q. (CFS)
10	SHOULDER DRAIN	117.25	114.00	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
11	SHOULDER DRAIN	117.40	114.20	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
12	SHOULDER DRAIN	117.55	114.35	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
13	SHOULDER DRAIN	117.70	114.50	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
14	SHOULDER DRAIN	117.85	114.65	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
15	SHOULDER DRAIN	118.00	114.80	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
16	SHOULDER DRAIN	118.15	114.95	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
17	SHOULDER DRAIN	118.30	115.10	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
18	SHOULDER DRAIN	118.45	115.25	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
19	SHOULDER DRAIN	118.60	115.40	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
20	SHOULDER DRAIN	118.75	115.55	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
21	SHOULDER DRAIN	118.90	115.70	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
22	SHOULDER DRAIN	119.05	115.85	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
23	SHOULDER DRAIN	119.20	116.00	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
24	SHOULDER DRAIN	119.35	116.15	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
25	SHOULDER DRAIN	119.50	116.30	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
26	SHOULDER DRAIN	119.65	116.45	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
27	SHOULDER DRAIN	119.80	116.60	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
28	SHOULDER DRAIN	119.95	116.75	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
29	SHOULDER DRAIN	120.10	116.90	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
30	SHOULDER DRAIN	120.25	117.05	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
31	SHOULDER DRAIN	120.40	117.20	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
32	SHOULDER DRAIN	120.55	117.35	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
33	SHOULDER DRAIN	120.70	117.50	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
34	SHOULDER DRAIN	120.85	117.65	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
35	SHOULDER DRAIN	121.00	117.80	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
36	SHOULDER DRAIN	121.15	117.95	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
37	SHOULDER DRAIN	121.30	118.10	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
38	SHOULDER DRAIN	121.45	118.25	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
39	SHOULDER DRAIN	121.60	118.40	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
40	SHOULDER DRAIN	121.75	118.55	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
41	SHOULDER DRAIN	121.90	118.70	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
42	SHOULDER DRAIN	122.05	118.85	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
43	SHOULDER DRAIN	122.20	119.00	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
44	SHOULDER DRAIN	122.35	119.15	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
45	SHOULDER DRAIN	122.50	119.30	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
46	SHOULDER DRAIN	122.65	119.45	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
47	SHOULDER DRAIN	122.80	119.60	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
48	SHOULDER DRAIN	122.95	119.75	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
49	SHOULDER DRAIN	123.10	119.90	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
50	SHOULDER DRAIN	123.25	120.05	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
51	SHOULDER DRAIN	123.40	120.20	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
52	SHOULDER DRAIN	123.55	120.35	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
53	SHOULDER DRAIN	123.70	120.50	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
54	SHOULDER DRAIN	123.85	120.65	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
55	SHOULDER DRAIN	124.00	120.80	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
56	SHOULDER DRAIN	124.15	120.95	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
57	SHOULDER DRAIN	124.30	121.10	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
58	SHOULDER DRAIN	124.45	121.25	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
59	SHOULDER DRAIN	124.60	121.40	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
60	SHOULDER DRAIN	124.75	121.55	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
61	SHOULDER DRAIN	124.90	121.70	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
62	SHOULDER DRAIN	125.05	121.85	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
63	SHOULDER DRAIN	125.20	122.00	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
64	SHOULDER DRAIN	125.35	122.15	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
65	SHOULDER DRAIN	125.50	122.30	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
66	SHOULDER DRAIN	125.65	122.45	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
67	SHOULDER DRAIN	125.80	122.60	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
68	SHOULDER DRAIN	125.95	122.75	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
69	SHOULDER DRAIN	126.10	122.90	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
70	SHOULDER DRAIN	126.25	123.05	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
71	SHOULDER DRAIN	126.40	123.20	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
72	SHOULDER DRAIN	126.55	123.35	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
73	SHOULDER DRAIN	126.70	123.50	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
74	SHOULDER DRAIN	126.85	123.65	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
75	SHOULDER DRAIN	127.00	123.80	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
76	SHOULDER DRAIN	127.15	123.95	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
77	SHOULDER DRAIN	127.30	124.10	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
78	SHOULDER DRAIN	127.45	124.25	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
79	SHOULDER DRAIN	127.60	124.40	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
80	SHOULDER DRAIN	127.75	124.55	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
81	SHOULDER DRAIN	127.90	124.70	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
82	SHOULDER DRAIN	128.05	124.85	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
83	SHOULDER DRAIN	128.20	125.00	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
84	SHOULDER DRAIN	128.35	125.15	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
85	SHOULDER DRAIN	128.50	125.30	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
86	SHOULDER DRAIN	128.65	125.45	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
87	SHOULDER DRAIN	128.80	125.60	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
88	SHOULDER DRAIN	128.95	125.75	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
89	SHOULDER DRAIN	129.10	125.90	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
90	SHOULDER DRAIN	129.25	126.05	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
91	SHOULDER DRAIN	129.40	126.20	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
92	SHOULDER DRAIN	129.55	126.35	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
93	SHOULDER DRAIN	129.70	126.50	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
94	SHOULDER DRAIN	129.85	126.65	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
95	SHOULDER DRAIN	130.00	126.80	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
96	SHOULDER DRAIN	130.15	126.95	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
97	SHOULDER DRAIN	130.30	127.10	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
98	SHOULDER DRAIN	130.45	127.25	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
99	SHOULDER DRAIN	130.60	127.40	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0
100	SHOULDER DRAIN	130.75	127.55	12.00	12.00	12.00	HDPE	10.0	1.00%	7.0

MOORE
DESIGN SERVICES
P.O. BOX 691
2144 ROOSEVELT ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 644-9411
FAX: (931) 647-6756

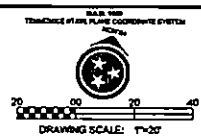
Marcelina

MONTGOMERY CO.
PUBLIC SAFETY FACILITY



DATE: APRIL 18, 2025

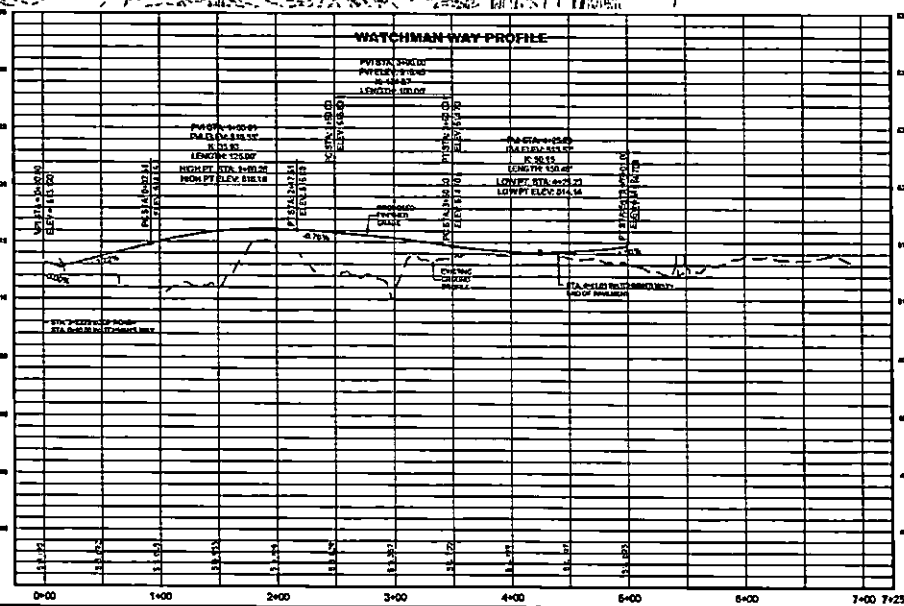
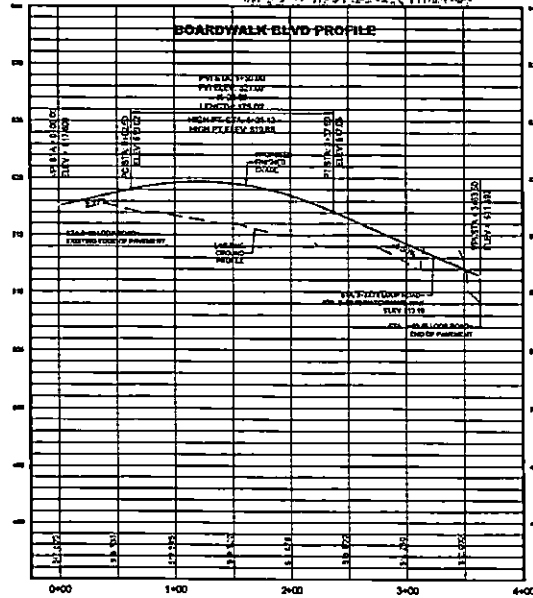
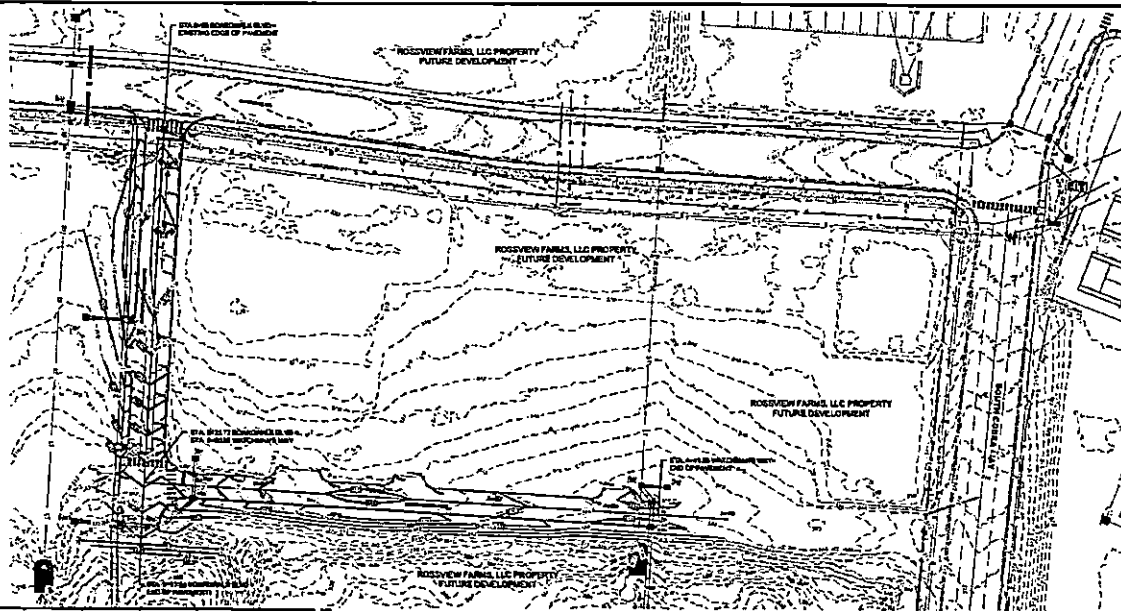
REVISIONS:



DRAWING SCALE: 1"=20'

STORM DRAINAGE PLAN

C 2.02



MOORE
DESIGN SERVICES

P.O. BOX 693
2186 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (615) 643-9411
FAX: (615) 647-4756

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MONTGOMERY CO.
PUBLIC SAFETY FACILITY



Report when you dig.
Call before you dig.

DATE: APRIL 16, 2025

REVISIONS:

NAD 83
TERRACE STATE PLANE COORDINATE SYSTEM



0 50 100
DRAWING SCALE: 1"=50'

ROADWAY PROFILE

C 3.00

P.O. BOX 881
2330 ROOSEVELT ROAD
CLARKSVILLE, TN 37041
PHONE: (615) 646-9411
FAX: (615) 647-6756

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

[illegible]

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DATE: APRIL 18, 2028

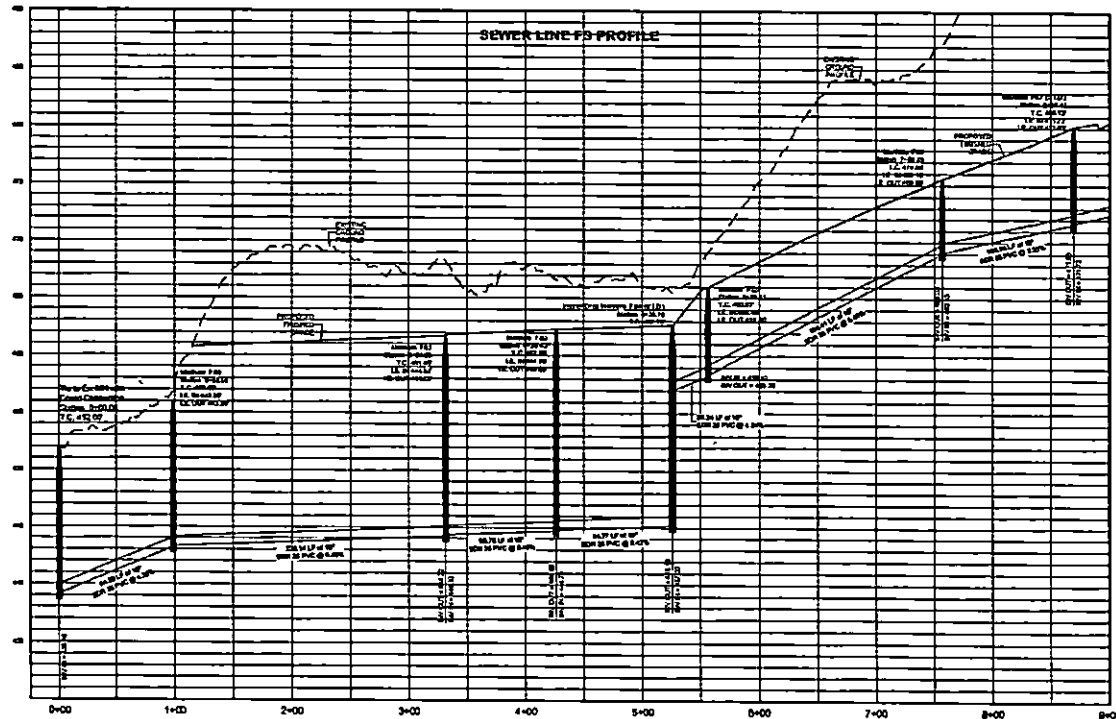
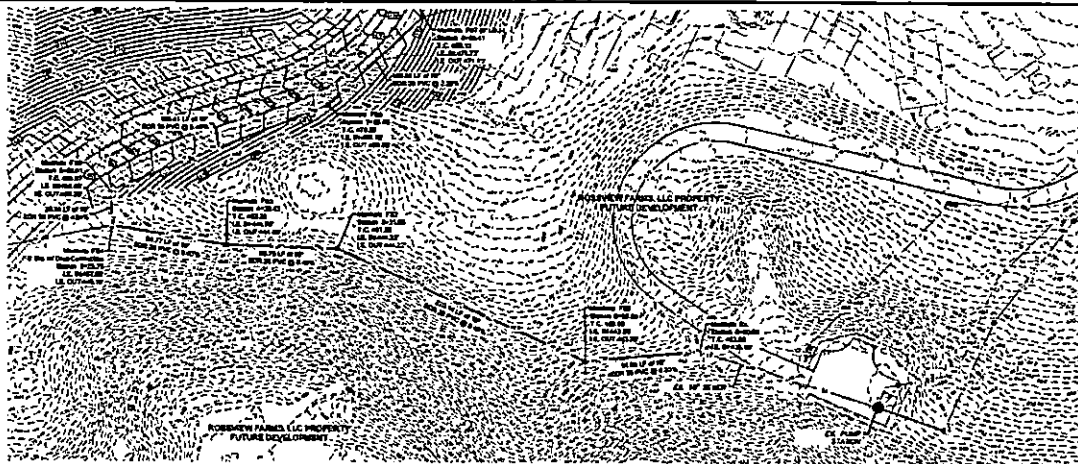
REVISIONS

U.S. and
FEDERAL SPACE PLASMA COORDINATE SYSTEM
1967



UTILITY PLAN

C4.00



MOORE
DESIGN SERVICES

P.O. BOX 491
2146 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (615) 648-9411
FAX: (615) 647-6756

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MONTGOMERY CO.
PUBLIC SAFETY FACILITY

DATE: APRIL 16, 2020

REVISIONS:

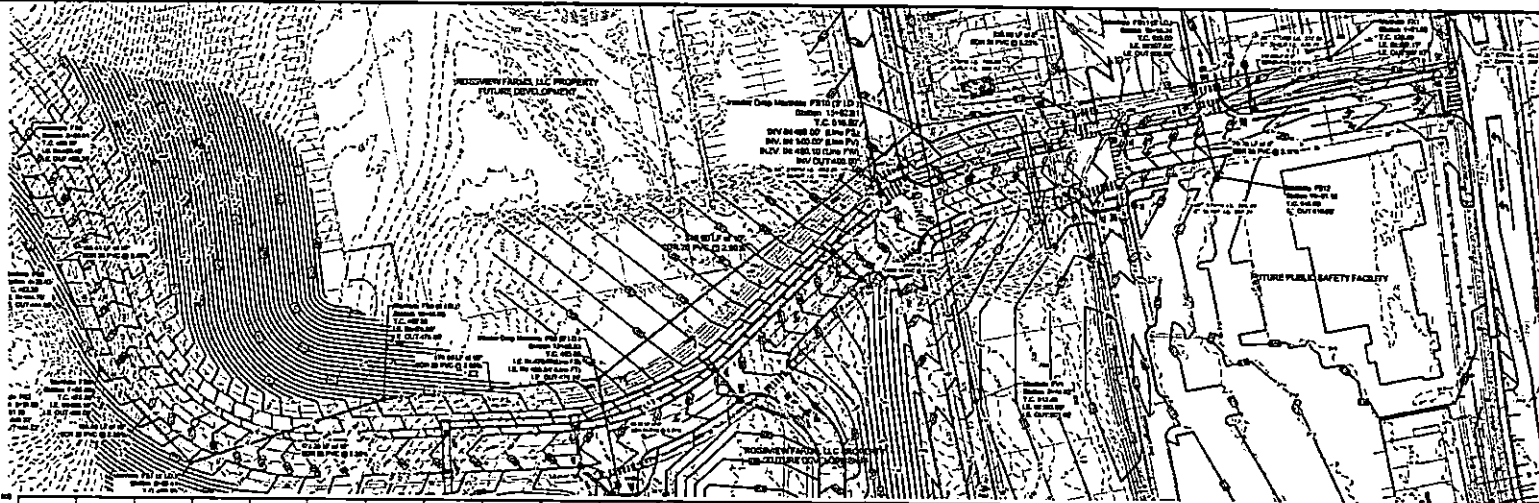
ALL DIMENSIONS
TO CENTER OF PIPE UNLESS OTHERWISE NOTED



DRAWING SCALE: 1"=50'

SANITARY SEWER PROFILE

C 4.01



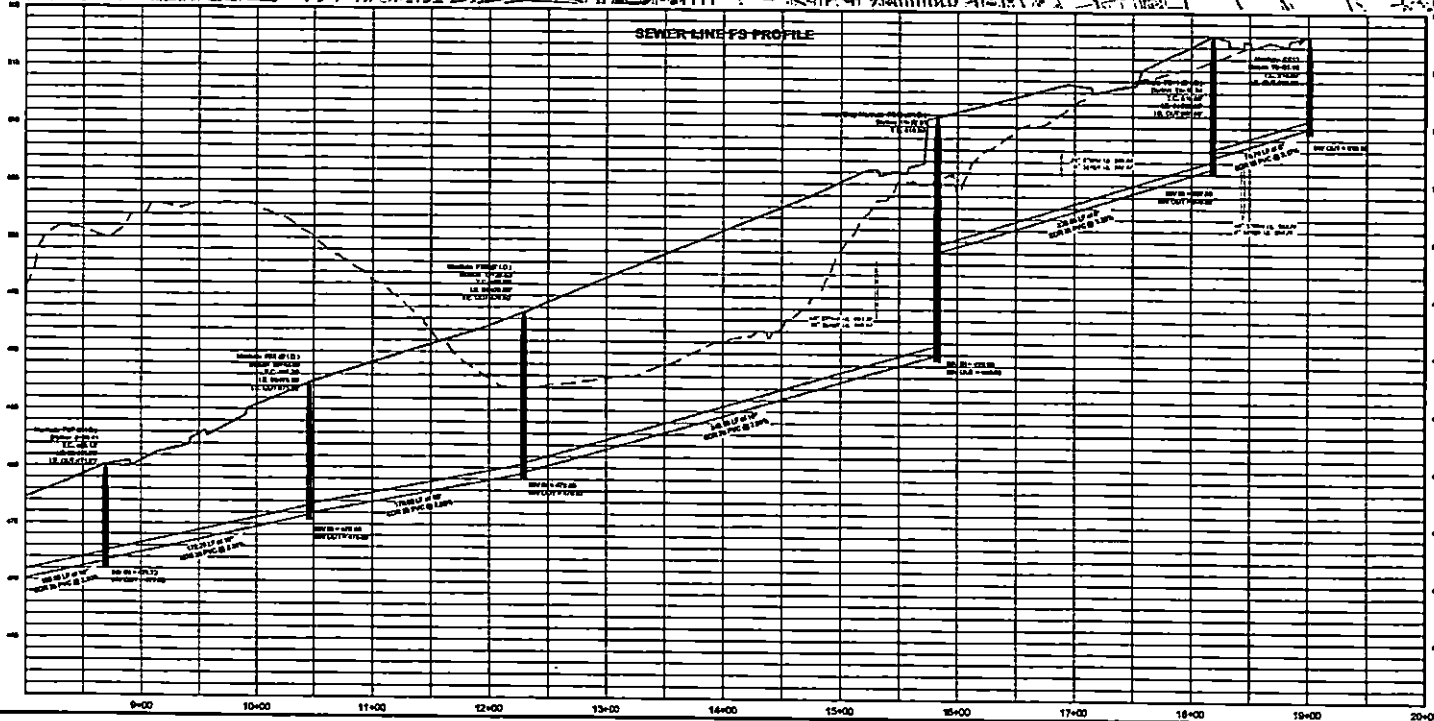
MOORE
DESIGN SERVICES

P.O. BOX 691
2386 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE (615) 646-9411
FAX (615) 647-4736

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

SEWER LINE FS PROFILE



DATE: APRIL 15, 2028

REVISIONS:

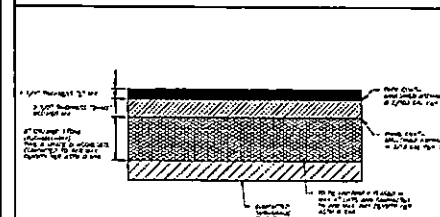
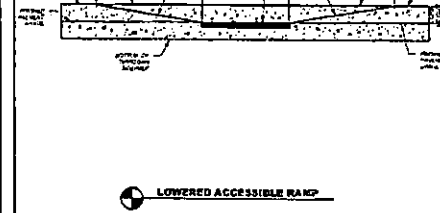
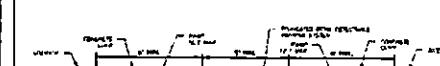
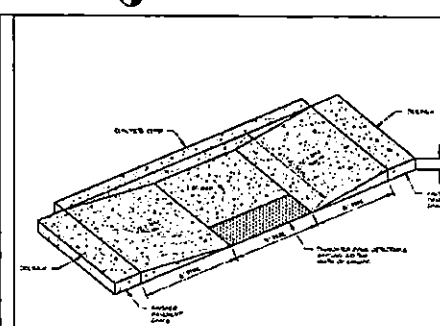
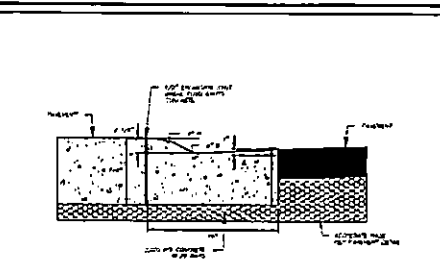
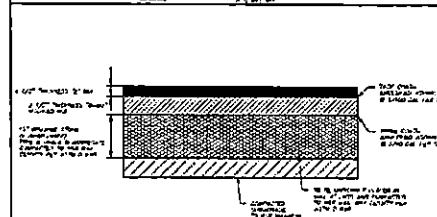
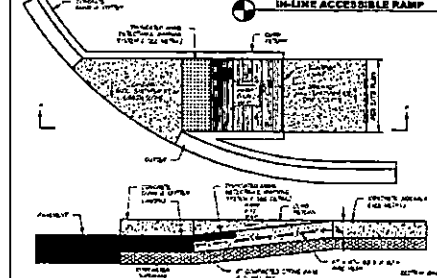
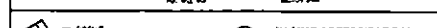
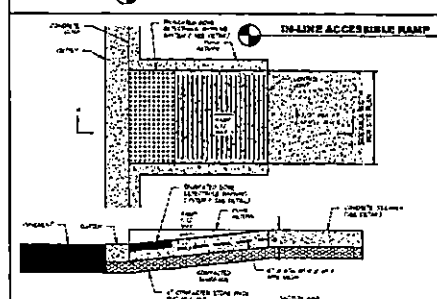
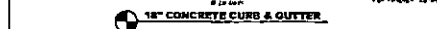
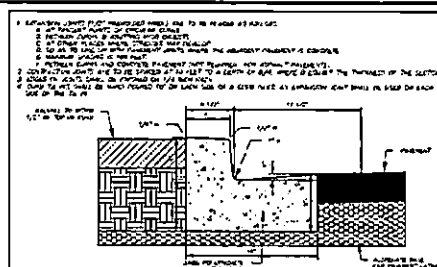
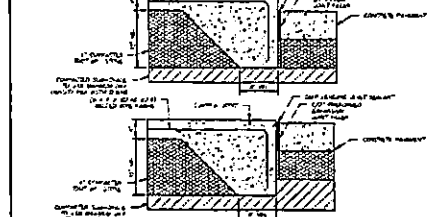
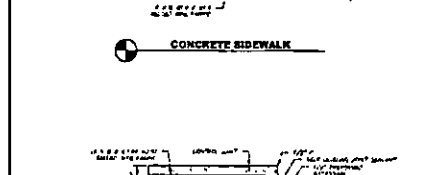
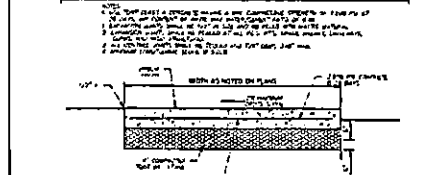
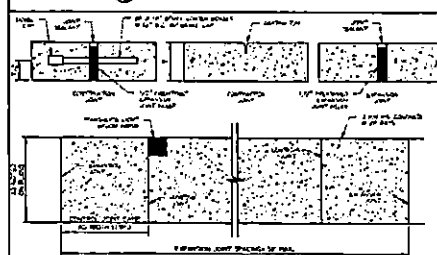
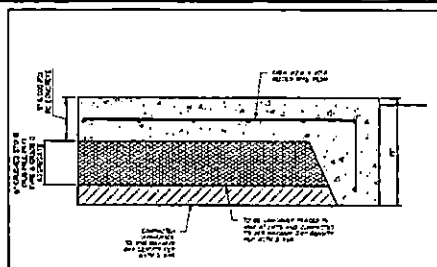
N.A.S. 100
100' SCALE OF HORIZONTAL COORDINATE SYSTEM



50 00 00 100
DRAWING SCALE: 1"=50'

SANITARY SEWER PROFILE

C 4.02



MOORE
DESIGN SERVICES

P.O. BOX 691
2386 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-4756

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**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

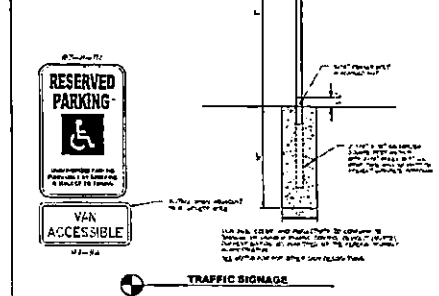
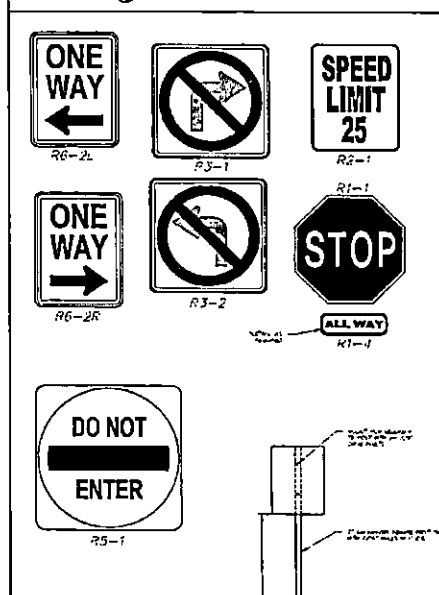
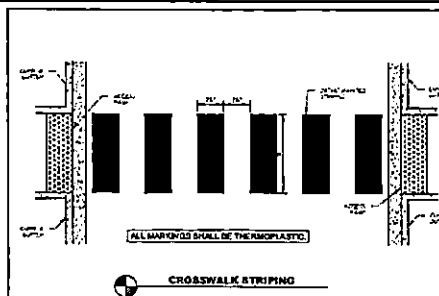
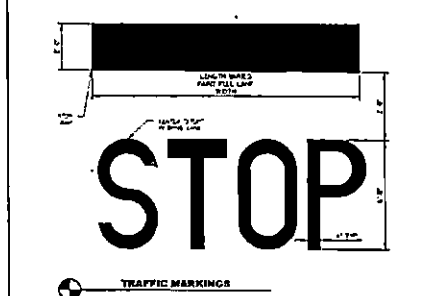
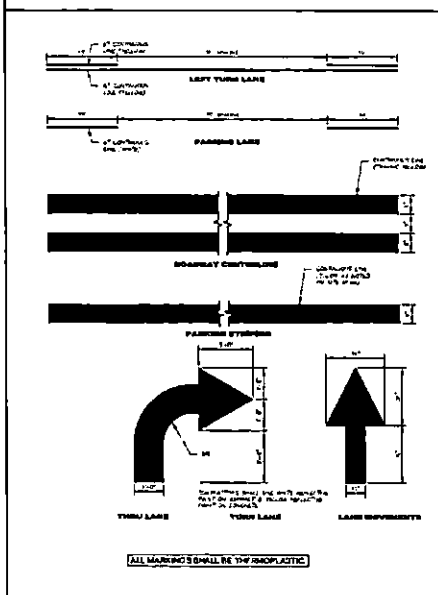
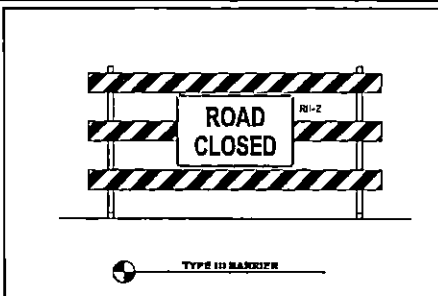
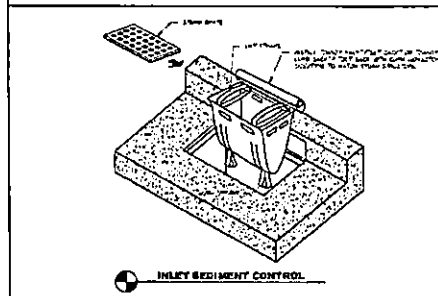
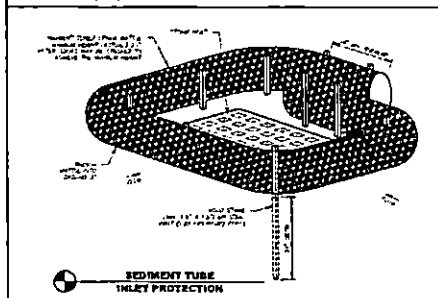
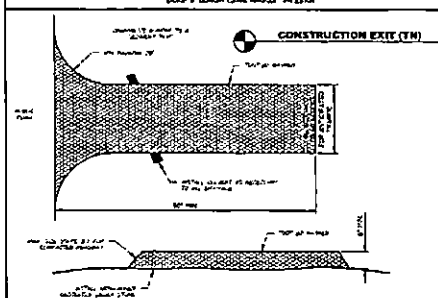
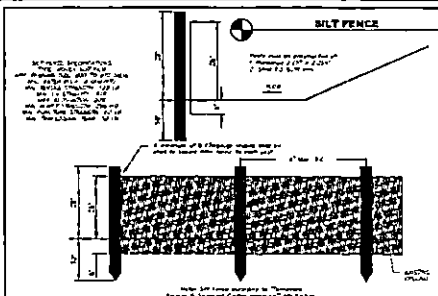
DATE: APRIL 18, 2028

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

C 6.01



MOORE
DESIGN SERVICES
P.O. BOX 891
234 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9111
FAX: (931) 647-6756

Marcelina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

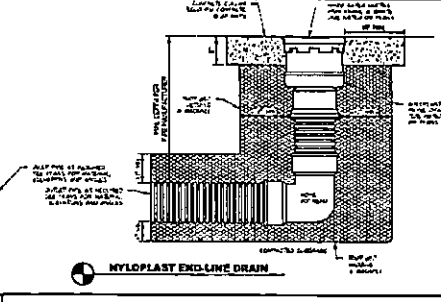
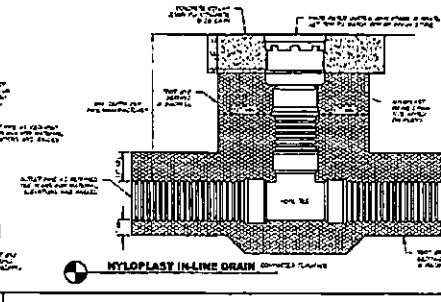
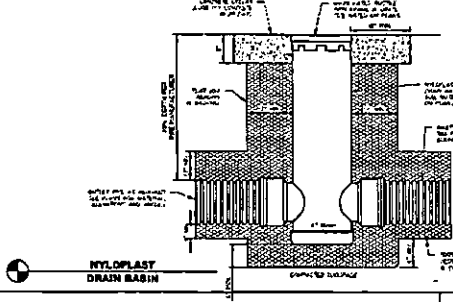
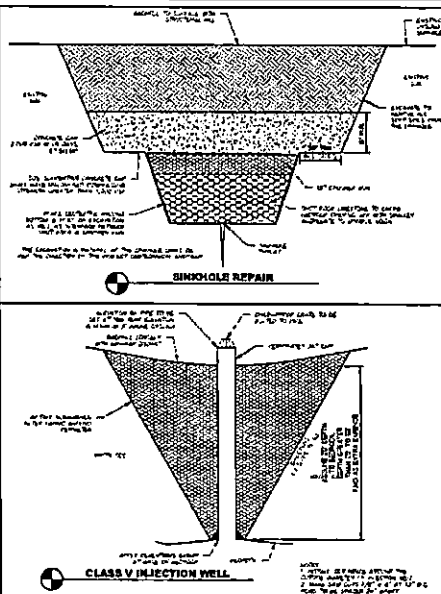
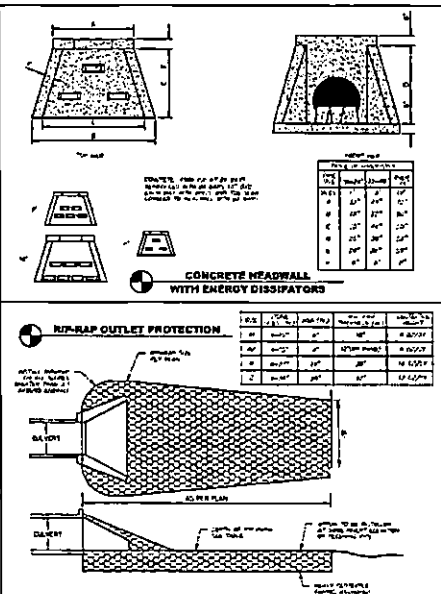
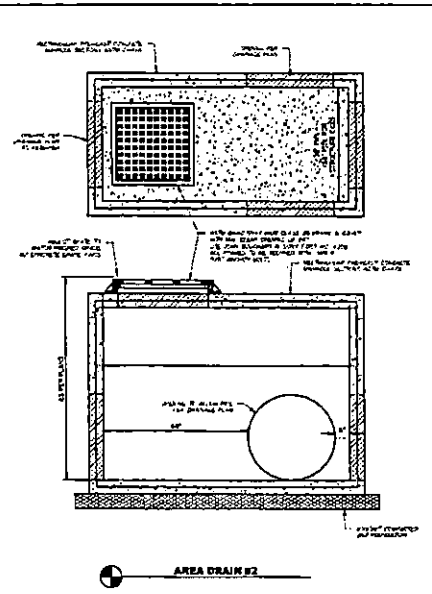
DATE: APRIL 18, 2025

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

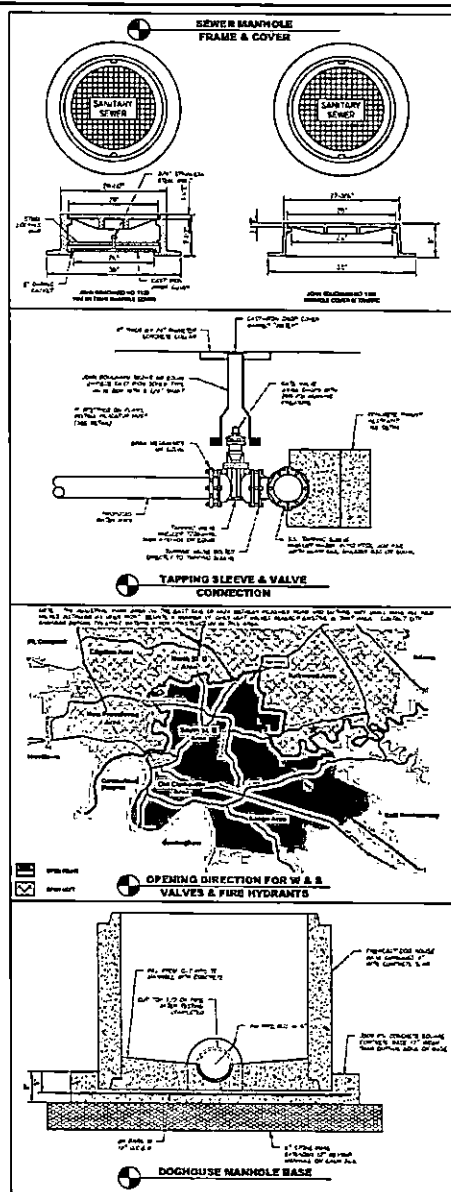
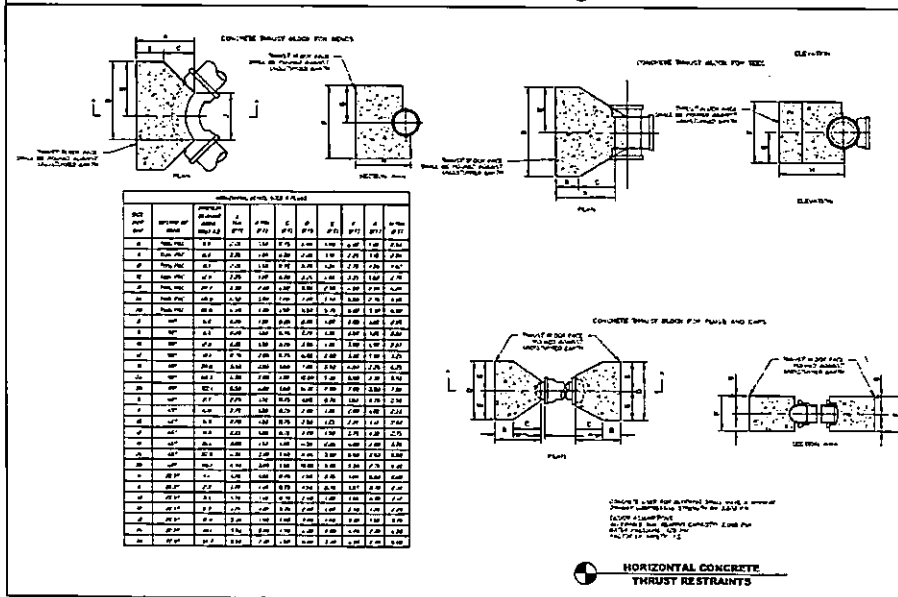
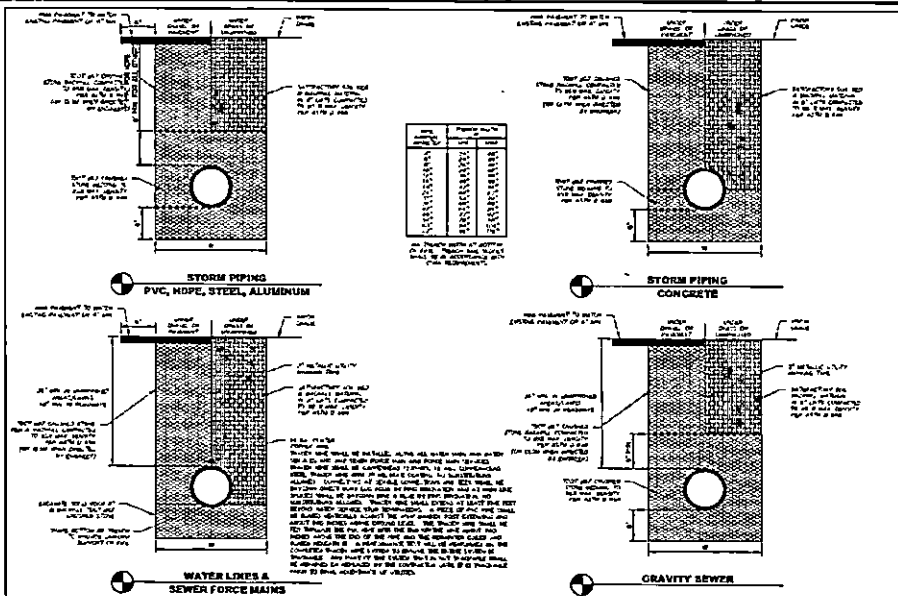
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MOORE
DESIGN SERVICES
P.O. BOX 691
2348 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 646-9411
FAX: (931) 647-6736

Marcelina
**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

DATE: APRIL 16, 2006
REVISIONS:
DRAWING SCALE: NTS
PROJECT DETAILS
C 6.04



MOORE
DESIGN SERVICES
P.O. BOX 691
2386 ROOSEVELT ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9111
FAX: (931) 647-6756

Marcelina
MONTGOMERY CO.
PUBLIC SAFETY FACILITY

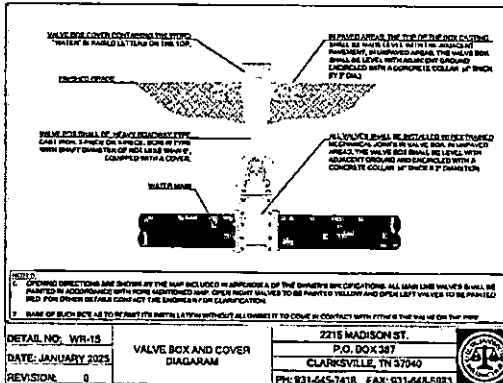
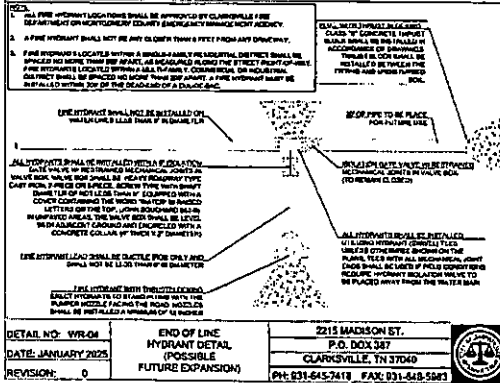
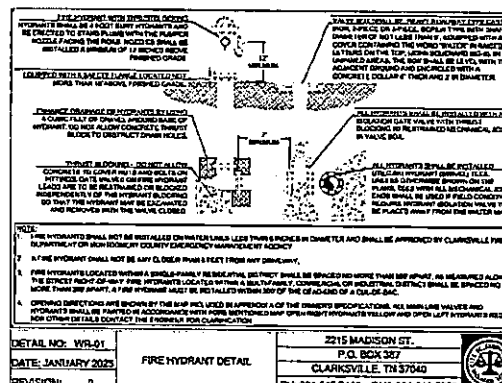
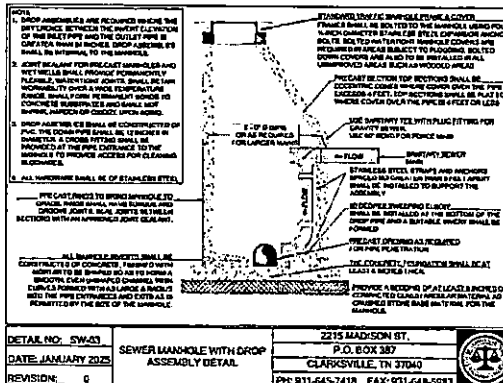
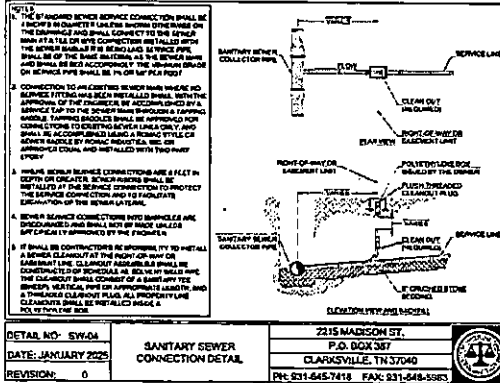
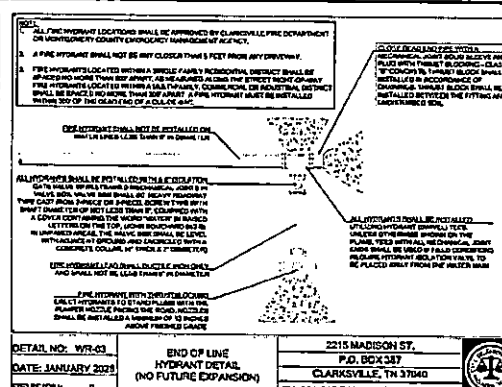
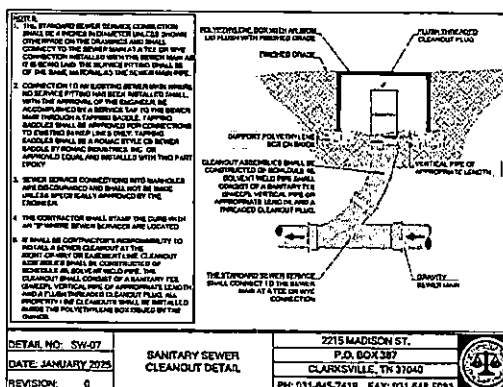
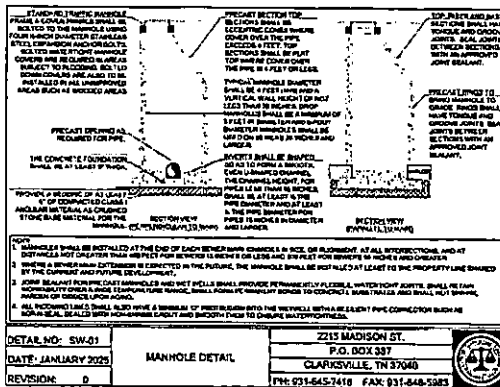
DATE: APRIL 16, 2026

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

C 6.05



MOORE
DESIGN SERVICES
P.O. BOX 691
2386 ROSSVIEW ROAD
CLARKSVILLE, TN 37041
PHONE: (931) 648-9411
FAX: (931) 647-4758

Marcellina

**MONTGOMERY CO.
PUBLIC SAFETY FACILITY**

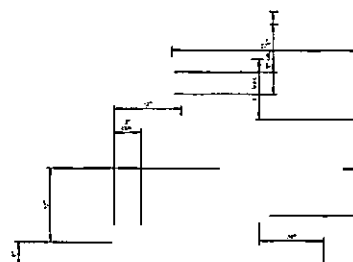
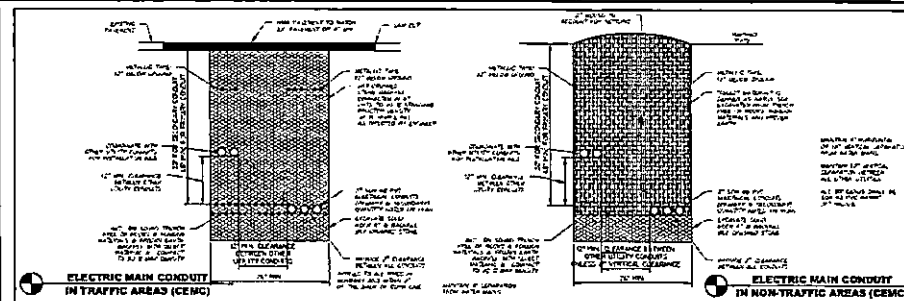
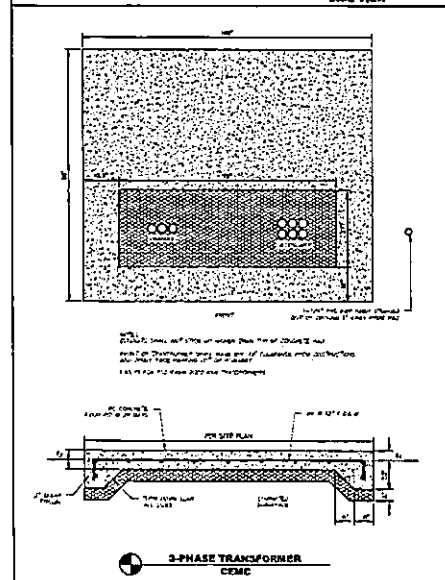
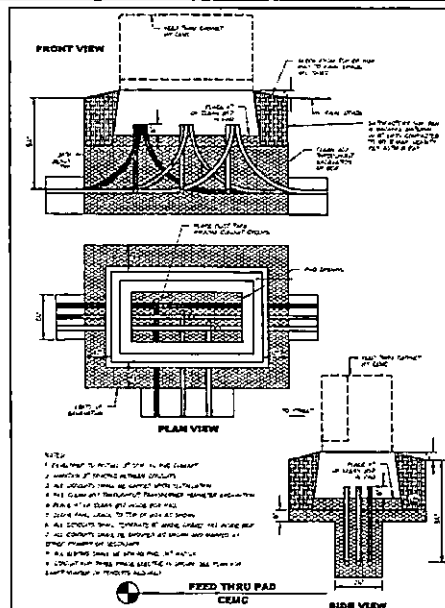
DATE: APRIL 16, 2025

REVISIONS:

DRAWING SCALE: NTS

PROJECT DETAILS

C 6.05



MOORE
DESIGN SERVICES
 P.O. BOX 691
 2366 ROSSVIEW ROAD
 CLARKSVILLE, TN 37041
 PHONE: (931) 648-9411
 FAX: (931) 647-6736

Marcelina
MONTGOMERY CO.
PUBLIC SAFETY FACILITY

DATE: APRIL 15, 2025
REVISIONS:
DRAWING SCALE: NTS
PROJECT DETAILS
C 6.07

EXHIBIT B
Copy of Project Plans

A full sized copy of the Project Plans shall be signed and initialed by Rossview and the County, and a copy shall be held in each of their respective offices with the copy on file with the County to be the governing copy

~~Exhibit A~~
Copy of Project Plans

EXHIBIT C

Construction Schedule

Required Commencement Date: Two weeks from Effective Date of Performance Agreement.

Substantial Completion Date: Five months from Commencement Date

Final Completion Date: October 31, 2027, subject to availability of asphalt (as noted in Section 1e of the Performance Agreement)

Construction Schedule

EXHIBIT D

NOTICE OF SUBSTANTIAL COMPLETION OF PROJECT

[DATE]

Montgomery County, Tennessee
1 Millennium Plaza, Suite 205
Clarksville, Tennessee 37040
Attn: Mayor

Project: Public Safety Complex Pad-Ready

Contractor: Moore Construction Co, Inc.

Date of Substantial Completion: _____

Dear Sir or Madam:

This letter shall serve as notice that Rossview Farms, LLC has caused the Project to achieve Substantial Completion (such term and all other terms herein shall have the meaning in that certain Performance Agreement, made by Rossview Farms, LLC and the Montgomery County, Tennessee, dated _____, 2026) Rossview Farms, LLC has reviewed the following evidence and determined that Rossview Farms, LLC has satisfied the requirements necessary to achieve Substantial Completion:

- (i) Certificate of Substantial Completion executed by Moore Construction Co., Inc., attached hereto as Schedule D-1, confirming that the work been constructed in accordance with the approved Plans and approved by the County.

The roads are open to vehicular traffic by the County for construction of the PSC, and the utilities installed as part of the Project may be used for their intended purpose.

ROSSVIEW FARMS, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

SCHEDULE D-1

Certificate of Substantial Completion

(SEE ATTACHED)

Notice of Substantial Completion of Project

EXHIBIT E

NOTICE OF SUBSTANTIAL COMPLETION OF PSC

[DATE]

Rossview
2386 Rossview Road
Clarksville,
Attention: Ronnie Moore

Farms,
Tennessee

LLC
37041

Project: Public Safety Complex
Contractor: _____
Date of Substantial Completion: _____

Dear Sir or Madam:

This letter shall serve as notice that Montgomery County has caused the Public Safety Complex to achieve Substantial Completion (such term and all other terms herein shall have the meaning in that certain Performance Agreement, made by Rossview Farms, LLC and the Montgomery County, Tennessee, dated _____, 2026) Montgomery County has reviewed the following evidence and determined that Montgomery County has satisfied the requirements necessary to achieve Substantial Completion of the Public Safety Complex:

- (i) Certificate of Substantial Completion executed by _____, attached hereto as Schedule E-1, confirming that the work been constructed in accordance with the approved Plans.

Montgomery County

By: _____
Name: _____
Title: _____

Notice of Substantial Completion of PSC

SCHEDULE E-1

Certificate of Substantial Completion of PSC

(SEE ATTACHED)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of the ____ day of ____, 2026 (the "Effective Date"), by and between **ROSSVIEW FARMS, LLC**, a Tennessee limited liability company ("Rossview"), and **MONTGOMERY COUNTY, TENNESSEE** (the "County") (Rossview and the County, together, the "Parties" and, each individually, a "Party"), and acknowledged and accepted by Mitchell Ross Rocconi, PLLC ("Escrow Agent").

WITNESSETH:

WHEREAS, Rossview and/or its affiliates have assembled real property to be developed for mixed-use purposes, including, without limitation, retail, office, education, entertainment and civic buildings, attached and detached single-family residential housing, multifamily housing, sports complex, green space, and nature preserve ("Development"), generally located in Clarksville, Montgomery County, Tennessee; and,

WHEREAS, the County has determined that emergency services facilities are needed in the area of the Development where additional residential and commercial growth has occurred, and the County issued a Request for Proposals for a Public Safety Complex (the "RFP") to house the County's fire headquarters, a fire station, and a County Sheriff's office (the "PSC"); and,

WHEREAS, WHEREAS, Rossview responded to the RFP and Rossview and the County then negotiated an agreement based on the RFP and Rossview's proposal to donate a 2.192 acre site within the Development as shown on Exhibit A for the location of the PSC (the "PSC Site"); and

WHEREAS, Rossview and the County entered into that certain Participation Agreement for the Construction of Public Infrastructure (the "Participation Agreement"), which is incorporated herein by reference, pursuant to which Rossview and County made certain agreements with respect to, among other things, the construction of and funding for certain infrastructure known as the Project (as defined in the Performance Agreement) in accordance with the Project Plans (as defined in the Performance Agreement) prior to the donation of the PSC Site to the County; and,

WHEREAS, Rossview has retained Moore Construction Co., Inc., a Tennessee corporation ("Moore Construction"), to construct the Project in accordance with the Project Plans for a guaranteed maximum price of \$859,000.00 (the "GMP Amount"), which is reflected in a copy of the budget attached hereto as Exhibit B (the "Project Budget"); and,

WHEREAS, in furtherance of the approval of the Project Plans, Rossview delivered to County that certain Performance Agreement (the "Performance Agreement") (the Participation Agreement, this Agreement and the Performance Agreement, collectively being the "Project Documents"), pursuant to which, among other things, the County agreed to deposit the GMP Amount in escrow with the Escrow Agent (such deposits, collectively, together with any additional deposits pursuant to Section 3c and all interest earned thereon, being the "Escrow Funds"); and,

WHEREAS, Escrow Agent is willing to hold, disburse and release the Escrow Funds in escrow on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Deposit of Escrow Funds; Escrow Account. The County covenants and agrees to deposit the GMP Amount with the Escrow Agent, within ten (10) business days of the Effective Date. Upon receipt of the deposit of the GMP Amount, Escrow Agent shall provide a receipt of the total sum deposited to both Parties, and such funds, together with any interest earned thereon, shall constitute the Escrow Funds to be held in escrow in accordance with the terms and conditions of this Agreement. Escrow Agent shall hold the Escrow Funds in an interest-bearing escrow account mutually acceptable to the Parties and Escrow Agent. The County shall promptly execute such documentation as necessarily required for the Escrow Agent to hold the funds in an interest-bearing escrow account.
2. Disbursements and Releases of Escrow Funds; Future Deposits.
 - a. *Disbursement Requests.*
 - i. Rossview shall be entitled to submit to Escrow Agent and the County written requests (each, a "Disbursement Request") for disbursement of a portion of the Escrow Funds (i) due and payable in accordance with the construction contract with Moore Construction and any of its subcontractors or vendors or (ii) actually incurred by Rossview in connection with the completion of the Work (as defined in the Performance Agreement). Escrow Agent shall not disburse the final Forty Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$48,250.00) of the Escrow Funds until the final reconciliation following Final Project Completion as provided in Section 2d.
 - ii. Each Disbursement Request shall include either (i) an AIA form of application for payment (or other form acceptable to the parties) covering all Work to which such Disbursement Request relates and executed by Rossview and Moore Construction, or (ii) an invoice or receipt with a description of the Work performed, customary supporting materials evidencing amount paid or incurred by Rossview in connection with the Work performed, evidence of payment for previous amounts disbursed, if applicable, and any other information requested by the County (each, the "Disbursement Request Information").
 - iii. The County may choose to engage, at its sole cost and expense, an engineering inspector that is independent from and not affiliated with Rossview or Moore Construction (the "Construction Inspector"). The Construction Inspector must be approved by Rossview, which approval shall not be unreasonably withheld. The Construction Inspector shall review the completed work solely with regard to compliance with the Project Documents. The Construction Inspector shall not engage additional third-party subject matter experts for review and approval of any Disbursement Request, without the approval of County Mayor and Rossview, such approval not to be unreasonably withheld. If the County elects to not engage a Construction Inspector, the County shall be solely responsible for reviewing and approving Disbursement Requests, and the County hereby waives claim, objections, or defenses arising from or related to the quality or completeness of the Work

to the extent that such issues would reasonably have been identified or flagged had a Construction Inspector been engaged.

- iv. The Construction Inspector or the County Mayor as applicable, shall review the Disbursement Request within three (3) business days of delivery (the “County Review Period”) and shall either provide its approval or objection stating the components of the Work that do not comply with the Project Documents and/or this Agreement (an “Objection Notice”). Each Disbursement Request shall also be accompanied by an Escrow Account Release Authorization in the form attached hereto as Exhibit C and incorporated herein by reference. If the County fails to provide an Objection Notice prior to the expiration of the County Review Period, then Escrow Agent shall disburse from the Escrow Funds to or at the direction of Rossview in the amount identified in the applicable Disbursement Request, within three (3) business days after the expiration of the applicable County Review Period. If the County delivers an Objection Notice before the expiration of the County Review Period, Rossview and County, each acting reasonably and in good faith, shall negotiate and endeavor to resolve same within five (5) business days of County’s delivery of such Objection Notice, and, upon the resolution thereof, Rossview and County shall provide written instructions to Escrow Agent regarding the Disbursement Request at issue. In the event the parties do not resolve such objection within such five (5) business day period, Rossview, County, the Moore Construction and the Construction Inspector, if applicable, shall promptly schedule a meeting to discuss such objections, and cooperate in good faith to determine a mutually agreeable solution. The County shall not be required to approve such portion of a Disbursement Request that is the subject of a reasonable, good faith dispute, provided any undisputed portions of Escrowed Funds included in such Disbursement Request shall be disbursed in accordance with the timeline set forth herein. Escrow Agent shall pay all undisputed amounts as provided herein. The Parties acknowledge that the Escrow Agent will typically need three (3) business days following its receipt of the Disbursement Request to fund such request.
- b. *Overruns Deposit(s).* An “Exceedance Event” is an event that is reasonably likely to cause the aggregate cost of the Work to exceed the Project Budget. Rossview will promptly notify the County of such an event. Rossview is responsible for payment of any overage to complete the Project as a result of an Exceedance Event. Notwithstanding the foregoing, in the event of the occurrence of an event of Force Majeure (as defined in the Performance Agreement) which would cause the cost of the Work to exceed the Project Budget, then in such event, the Parties agree to cooperate in good faith to agree on an updated Project Budget and a funding mechanism for contributing any additional amounts to be added to the Project Budget acceptable to the Parties. The Parties acknowledge and agree that in no event shall the County or Rossview be obligated to contribute additional funds to the Project in excess of the amounts required pursuant to the terms herein and set forth in the Project Budget, as a result of such an event.
- c. *Release upon Default.* If an Event of Default has occurred as defined in the Performance Agreement and the remedy elected is to collect the funds that are held under the Escrow Agreement, the non-defaulting Party may provide to Escrow Agent and the defaulting Party written notice of the Event of Default and instruct Escrow Agent to release to the non-defaulting Party the release of the Escrow Funds (without corresponding instruction from the

defaulting Party). The non-defaulting Party shall use any funds obtained as a result of an Event of Default in connection with the construction, installation and completion of Work in accordance with the Project Documents. Notwithstanding the foregoing, if the request to collect the remaining funds held under the Escrow Agreement is made by the County because an Event of Default has occurred connected to Rossview's failure to Substantially Complete the Work by the Required Completion Date, the Escrow Agent shall release the remaining funds in the Escrow Account to the County.

- d. *Final Reconciliation; Escrow Funds Remaining After Completion of Project.* Upon Final Project Completion (as defined in the Performance Agreement), the County and Rossview shall issue Joint Instructions (as defined below) to the Escrow Agent to release any remaining Escrowed Funds. Upon the release of Rossview from its obligations under the Performance Agreement pursuant to the terms and conditions thereof, the Escrowed Funds shall be released to Rossview and the County upon receipt of Joint Instructions (as defined below) between Rossview and the County. In no event shall the County be entitled to any cost savings in the construction of the Project.
 - e. *Joint Instructions; Final Decision.* In all other cases, upon Escrow Agent's receipt of either (i) joint written instructions, which may incorporate a termination or cancellation of this Agreement ("Joint Instructions"), from Rossview and County or (ii) a Final Decision (as hereinafter defined), Escrow Agent shall disburse to Rossview and/or County such amount of the Escrow Funds in accordance with such Joint Instructions or Final Decision. For purposes of this Agreement, "Final Decision" means a written final order of a court of competent jurisdiction delivered by a Party to Escrow Agent and the other Parties and accompanied by a written opinion from legal counsel for such Party to the effect that such order is final and not subject to further proceedings or appeal and a written instruction from such Party to the Escrow Agent to effectuate such order.
3. Escrow Agent Protections. Escrow Agent hereby consents and agrees to all of the provisions hereof, and agrees to accept, as Escrow Agent hereunder, all cash and documents deposited hereunder, and agrees to hold and dispose of said cash and documents deposited hereunder in accordance with the terms and provisions hereof. In the event of a dispute between any of the parties hereto as to their respective rights and interests hereunder, Escrow Agent shall be entitled to hold any and all cash then in its possession hereunder until such dispute shall have been resolved by the parties in dispute and the Escrow Agent shall have been notified by Joint Instructions signed by all of the parties in dispute, or until such dispute shall have been finally adjudicated by a Final Decision. Escrow Agent shall not be liable for any error in judgment, or any act done or omitted by it in good faith or pursuant to court order, or for any mistake of fact or, law. Escrow Agent shall not incur any liability in acting upon any document or instrument believed thereby to be genuine. Escrow Agent is hereby released and exculpated from all liability hereunder, except only for willful misconduct or gross negligence. Escrow Agent may assume that any person purporting to give it any notice on behalf of any party has been authorized to do so. Escrow Agent shall have no obligation or liability hereunder except as a depository to retain the cash that may be deposited with it hereunder and to dispose of the same in accordance with the terms hereof and shall not be liable to any other party for any loss, liability or expense arising out of any dispute under this Agreement, including such party's cost and expense in defending itself against any claim arising hereunder. Escrow Agent shall

be entitled to rely and act upon any Joint Instructions, any Final Decision, and any written instrument received by it from either party, and if a corporation, purporting to be executed by an officer thereof, and if a partnership, purporting to be executed by a general partner thereof and shall not be required to inquire into the authority of such officer or partner or the correctness of the facts stated in said instrument. By acceptance of this Escrow Agreement, Escrow Agent agrees to use its best judgment and good faith in the performance of any of its obligations and duties under this Escrow Agreement and shall incur no liability to any person for its acts or omissions hereunder, except for those acts or omissions which may result from its gross negligence or willful misconduct. Upon disposition by the Escrow Agent, in accordance with the terms hereof, of the cash deposited with the Escrow Agent hereunder, the Escrow Agent shall be fully and finally released and discharged from any and all duties, obligations, and liabilities hereunder. Escrow Agent shall be reimbursed for any reasonable expenses incurred by it hereunder, including the reasonable fees of any attorneys that it may wish to consult in connection with the performance of its duties hereunder. Such compensation and expenses shall be paid and reimbursed to the Escrow Agent one-half by Rossvie and one-half by the County.

4. Notices. All notices and other communications permitted or required hereunder shall be in writing and may be served and given by personal delivery service or by reputable overnight courier addressed as follows:

If given to Rossvie:

Rossvie Farms LLC
2386 Rossvie Road
Clarksville, Tennessee 37041
Attention: Ronnie Moore

With a copy being simultaneously
given by the same method of delivery
to:

Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, Tennessee 37203
Attention: Jim Murphy

If given to Escrow Agent:

Mitchell Ross Rocconi, PLLC
308 South Second Street
Clarksville, Tennessee 37040
Attention: Larry Rocconi

If given to County:

Montgomery County, Tennessee
1 Millennium Plaza, Suite 205
Clarksville, Tennessee 37040
Attn: Mayor

With a copy being simultaneously
given by the same method of delivery
to:

W. Timothy Harvey, County Attorney
310 Franklin Street
Clarksville, Tennessee 37040

Any notice so sent by personal delivery service or reputable overnight courier shall be deemed given on the date of first attempted delivery or refusal as indicated on the receipt of the personal delivery service or reputable overnight courier.

Each party may, by notice as aforesaid, designate such other person or persons and/or such other address or addresses for the receipt of notices. All notices or certificates relating to this Agreement in respect to which Escrow Agent is not the addressee or sender shall be sent to Escrow Agent in the manner hereinabove set forth.

5. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and Escrow Agent and their respective successors and permitted assigns and may not be modified or amended orally, but only in writing signed by the Parties and Escrow Agent. None of County, Rossvie or Escrow Agent may assign its rights or obligations under this Agreement, except with the prior written consent of the other parties.
6. Jurisdiction. The undersigned hereby submit to personal jurisdiction in the State of Tennessee for all matters, if any, which shall arise with respect to this Agreement, and waive any and all rights under the law of any other state or country to object to jurisdiction within the State of Tennessee or to institute a claim of *forum non conveniens* with respect to any court in the State of Tennessee for the purposes of litigation with respect to this Agreement.
7. Severability. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision of this Agreement is held to be unlawful, invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and shall be binding upon the parties.
8. Exhibits. All exhibits hereto and documents referenced herein are incorporated herein by reference.
9. Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement. An electronic copy of a signature delivered by email shall have the same force and effect as an "original" signature.
10. Escrow Funds Constituting Interest Earned Thereon. Notwithstanding anything herein to the contrary, any portion of the Escrow Funds constituting interest earned thereon shall be disbursed to the Party entitled to the Escrow Funds or, if both Parties are entitled to a portion of the Escrow Funds, such portion of the Escrow Funds constituting interest earned thereon shall be disbursed ratably based on the portion of the Escrow Funds received by each such Party.
11. Conflicts with Project Documents. In the event of a conflict between the provisions hereof and the provisions of the Project Documents as to rights or obligations of Rossvie and County, the provisions of this Agreement shall govern.

12. Defaults; Remedies. If any Party shall breach, or otherwise default in its performance of, this Agreement, then the other shall have all remedies available to it as described in the Performance Agreement.
13. Interpretation. For purposes of this agreement, TIME SHALL BE CONSIDERED OF THE ESSENCE, subject to delay caused by Force Majeure as provided in the Performance Agreement. The titles, captions and section headings in this Agreement are for convenience only and shall not define, limit or expand the scope of any provision hereof. The particular language of this Agreement, and any question regarding its meaning shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. In the event any words or phrases in this Agreement are stricken out or otherwise eliminated, whether or not any other words or phrases are added in their place, this Agreement shall be construed as though such words or phrases were never included herein and no inference shall be drawn therefrom. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder" and "herein" refer to this Agreement as a whole, (ii) the singular includes the plural and the masculine gender includes the feminine and neuter, and (iii) all references to articles, sections and subsections refer to the articles, sections and subsections of this Agreement.
14. Delivery. The Parties agree that executed copies of this Agreement may be delivered by email (in PDF format), and the same shall have the same validity as if they were delivered in person.
15. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless it is expressed in writing and signed by the party charged with making the waiver. No delay or omission in the exercise of any right or remedy accruing upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach hereof.
16. Business Days. If any date specified in this Agreement for the performance of an obligation, the delivery of an item, the giving of a notice or the expiration of a time period falls on a day other than a business day, meaning dates on which the County is open for its business, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.
17. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Tennessee. Proper venue for any action arising under or relating to the matters and transactions contemplated therein shall be in the federal and state courts having jurisdiction over Montgomery County, Tennessee. The Parties consent to such courts having personal jurisdiction and waive whatever rights they have to sue and be sued elsewhere.
18. Third-Party Beneficiary. There are no intended third-party beneficiaries of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ROSSVIEW:

ROSSVIEW FARMS, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

COUNTY:

MONTGOMERY COUNTY, TENNESSEE

By: _____
Wes Golden, Mayor

Attested and Approved as to Availability of Funds:

Cassie A. Wheeler, Director of Accounts and Budgets

Approved as to form and legality:

By: _____
Tim Harvey, County Attorney

Acknowledged and Accepted:

ESCROW AGENT:

Mitchell Ross Rocconi, PLLC

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Being a Tract of land situated in the 1ST Civil District of Montgomery County, Tennessee, said Tract being generally located south of and adjacent to Campus Boulevard, east of South Kirkwood Road and west of Hayes Lane. Said Tract being described as follows:

Beginning at an existing iron pin located in the southern margin of Campus Boulevard right-of-way, said iron pin being located 641.0 feet east of the centerline intersection of South Kirkwood Road and Campus Boulevard, said iron pin being the northwest property corner of the herein described property and a portion of the Rossvie Farms, LLC Property as described in O.R.V. 1329, Page 565 R.O.M.C.T.

Thence along said right-of-way of Campus Boulevard North 83° 12' 48" East for a distance of 217.13 feet to a new iron pin.

Thence leaving said right-of-way on a new line South 11° 33' 41" East for a distance of 114.05 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 65.04 feet to a new iron pin.

Thence on a new line South 11° 33' 41" East for a distance of 58.00 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 64.00 feet to a new iron pin.

Thence on a new line North 11° 33' 41" West for a distance of 58.00 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 43.50 feet to a new iron pin.

Thence on a new line South 11° 33' 41" East for a distance of 166.50 feet to a new iron pin.

Thence on a new line South 78° 26' 19" West for a distance of 391.00 feet to a new iron pin.

Thence on a new line on a curve to the right, said curve having a radius of 25.00 feet, arc length of 39.27 feet, and being subtended by a chord having a bearing of North 56° 33' 41" West for a distance of 35.36 feet to a new iron pin.

Thence on a new line North 11° 33' 41" West for a distance of 248.71 feet to a new iron pin.

Thence on a new line on a curve to the right, said curve having a radius of 25.00 feet, arc length of 41.36 feet, and being subtended by a chord having a bearing of North 35° 49' 43" East for a distance of 36.80 feet to the Point of Beginning.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Said Tract contains 2.192 acres, more or less.

EXHIBIT B
PROJECT BUDGET

Exhibit B- Project Budget	
Strip Topsoil	\$10,000
Earthwork	\$110,000
Erosion control	\$4,000
Paving- Base	\$132,750
Paving- Top Coat	\$48,250
Curbs	\$90,000
Traffic Markings	\$5,400
Water	\$70,000
Sewer	\$24,300
Gas	\$70,000
Electric	\$76,900
Street Lights	\$82,600
Storm	\$64,800
Fees	\$70,000
Total	\$859,000

EXHIBIT C

ESCROW ACCOUNT RELEASE AUTHORIZATION

To: Mitchell Ross Rocconi, PLLC ("Escrow Agent")
308 South Second Street
Clarksville, Tennessee 37040
Attention: Larry Rocconi

By this Escrow Account Release Authorization, dated _____,
MONTGOMERY COUNTY, TENNESSEE (the "County") and ROSSVIEW FARMS, LLC,
Tennessee limited liability company ("Developer") hereby authorizes the Escrow Agent to release
funds as specified below from the Escrow Account No. _____. Amount of funds to
be released by Escrow Agent is \$_____ and shall be disbursed according to the
following joint instructions:

COUNTY:

MONTGOMERY COUNTY, TENNESSEE

By: _____
(Signature)

Name: _____
(Printed)

Its: _____
(Title)

DEVELOPER:

ROSSVIEW FARMS, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

**MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
MARCELINA**

This instrument prepared by:

Bradley Arant Boult Cummings LLP (apc)
1221 Broadway, Suite 2400
Nashville, TN 37203

**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MARCELINA**

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

1.01	Additional Property.....	1
1.03	Articles of Incorporation.....	2
1.04	ARC	2
1.05	Assessment.....	2
1.06	Association.....	2
1.07	Board.....	2
1.08	Building.....	2
1.09	Bylaws.....	2
1.10	Common Expenses.....	2
1.12	Declarant	2
1.13	Development and Design Standards.	2
(a)	the Master Development Plan;.....	2
(b)	the Marcelina Pattern Book; and.....	3
(c)	this Master Declaration.	3
1.14	Development.	3
1.15	Districts	3
1.16	District Assessments	3
1.17	District Association.....	3
1.19	District Representative.....	3
1.20	Exclusive Areas.....	3
1.21	Governmental Authority	4
1.22	Governmental Regulations.....	4
1.26	Improvement.....	4
1.27	Lot.....	4
1.28	Main Street Association	4
1.29	Main Street Declaration	4
1.31	Marcelina Pattern Book.	5
1.32	Master Common Areas	5
1.33	Master Declaration.....	5
1.35	Mortgage.....	6
1.36	Mortgagee	6
1.37	Occupant	6
1.38	Owner.....	6
1.39	Person.....	6
1.40	Property.....	6

1.41	Public Safety Complex	6
1.42	Register's Office	7
1.43	Residential Districts	7
1.44	Single Family Residential Districts	7
1.45	Single Family Residential Association	7
1.46	Single Family Residential Declaration	7
1.47	Turnover Date	7

ARTICLE II

PROPERTY SUBJECT TO THE MASTER DECLARATION

2.01	General Declaration	7
2.02	Additional Property.....	8
2.03	Mutuality of Benefit and Obligation.....	8
2.04	Development of Property	9
2.05	Subdivision Plat	9
2.06	District Declaration.....	9
2.07	Conditional Uses, Rezoning and Reclassification of Districts	10

ARTICLE III

EASEMENTS

3.01	Grant of Non-Exclusive Easements to Master Common Areas to Owners	11
3.02	Grant of Easement to Governmental Authorities.....	11
3.03	Establishment of Controlled Access Easements	11
3.04	Reservation of General Access Easement.....	12
3.05	Reservation of Easements With Respect to Master Common Areas	12
3.06	Reservation of Easement for Utilities and Trails	13
3.07	Reservation of Easement for Traffic and Directional Signage and Perimeter Wall	14
3.08	Reservation of Maintenance Easement.....	14
3.09	Reservation of Environmental Easement.....	14

ARTICLE IV

ASSOCIATION

4.01	Membership	15
4.02	Board.....	15
4.03	Voting Rights	15
4.04	Notice of Association Meetings and Quorum	15
4.05	Duties and Powers of Association.....	16
4.06	Agreements	16
4.07	Rules and Regulations.....	16

4.08	Indemnification	16
------	-----------------------	----

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL STANDARDS

5.01	Committee Composition	17
5.02	Appoint and Removal of ARC Members	17
5.03	Procedure and Meetings	18
5.04	Architectural Standards	18
5.05	Approval of Plans and Specifications	19
5.06	Construction Without Approval	21
5.07	Inspection	21
5.08	Subsurface Conditions	21
5.09	Limitation of Liability	22
5.10	Commencement and Completion of Construction	22
5.11	Enforcement and Remedies	22
5.12	Compliance Certification	22
5.13	Indemnification	22

ARTICLE VI

USE AND PROPERTY RESTRICTIONS

6.01	Use Restrictions	23
6.02	Plan Approval	23
6.03	Underground Utilities and Mandatory Requirements for Natural Gas	23
6.04	Landscaping and Trees	24
6.05	Sidewalks	25
6.06	Minimum Building Setback, Square Footage Requirements and Height Restrictions	25
6.07	Soil Erosion and Drainage	25
6.08	Exterior Lighting	26
6.09	Off Street Parking and Roadways	26
6.10	Satellite Dishes and Antennae	27
6.11	Fences	27
6.12	Windows, Window Treatments and Doors	27
6.13	Mailboxes	27
6.14	Utility Meters and HVAC Equipment	27
6.15	Outdoor Furniture, Recreational Facilities and Clotheslines	28
6.16	Pets and Animals	28
6.17	Trash, Rubbish and Nuisances	29
6.18	Recreational Vehicles and Machinery and Equipment	31
6.19	Signage	31
6.20	Above or Below Ground Tanks and Wells	31

6.21	Temporary Structures	32
6.22	Construction of Improvements	32
6.23	Subdivision and Interval Ownership.....	33
6.24	Disclaimer and Release of Liability.....	33
6.25	Swimming Pools and Tennis Courts	34
6.26	Traffic Regulations.....	34
6.27	Trade or Business.....	34
6.28	Models; Sales and Management Offices.....	34
6.29	Commercial Use of Images.....	35
6.30	Trademark.	35
6.31	Variances	35
6.32	Enforcement and Remedies	35

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.01	Responsibilities of Owners	36
7.02	Responsibilities of Association	36
7.03	Responsibility of District Associations.....	37

ARTICLE VIII

ASSESSMENTS

8.01	Assessments and Creation of Lien.....	38
8.02	Rate of Assessments.....	39
8.03	Computation of Annual Assessments.....	40
8.04	Special Assessments.....	42
8.05	Individual Assessments.....	42
8.06	Date of Commencement of Assessments	42
8.10	Effect of Non-Payment; Remedies of the Association	43
8.11	Priority of Lien.....	45
8.12	Estoppel Certificates	45

ARTICLE IX

CASUALTY, CONDEMNATION AND INSURANCE

9.01	Damage or Destruction to Master Common Areas	46
9.02	Damage or Destruction to Lots or Improvements.....	46
9.03	Condemnation of Master Common Areas.....	47
9.04	Condemnation of Lots or Improvements	47
9.05	Insurance	48

ARTICLE X

TERM AND AMENDMENTS

10.01	Term	48
10.02	Amendments	49

ARTICLE XI

ENFORCEMENT AND REPURCHASE OPTION

11.01	Authority and Enforcement.....	49
11.02	Repurchase Option.....	50

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01	Control by Declarant.....	51
12.02	Legal Expenses	52
12.03	Arbitration.....	52
12.04	Severability	53
12.05	Captions and Headings	53
12.06	Pronouns and Plurals.....	53
12.07	Binding Effect.....	53
12.08	Conflict or Ambiguity	54
12.09	No Reverter.....	54
12.10	Interpretation.....	54
12.11	Rights of Third Parties	54
12.12	No Trespass.....	54
12.13	No Partition.....	54
12.14	Standards for Review.....	54
12.15	Oral Statements.....	55
12.16	Notices	55
12.17	Assignment	55
12.18	Further Assurances.....	55
12.19	No Waiver	55
12.20	Perpetuities.....	55

EXHIBIT A Legal Description of Property

EXHIBIT B Legal Description of Public Safety Complex Property

EXHIBIT C Voting Rights

MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARCELINA

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the ____ day of _____, 2026 by ROSSVIEW FARMS LLC, a Tennessee limited liability company ("Declarant").

RECITALS:

Declarant is the owner of the Property, as hereinafter defined, and desires to own, develop, improve, lease and sell the Property for mixed-use purposes, including, without limitation retail, office, education, entertainment and civic buildings, attached and detached single-family residential housing, multifamily housing and other uses and purposes as set forth herein.

Declarant desires to submit and subject the Property to certain easements, covenants, conditions, restrictions, requirements, liens, assessments and obligations in order to protect the value and desirability of the Property and to have a flexible and reasonable method for the development, administration and maintenance of the Property.

NOW, THEREFORE, Declarant does hereby declare that all of that certain real property situated in Montgomery County, Tennessee which is more particularly described in Exhibit A attached hereto and incorporated herein by reference shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property described in Exhibit A attached hereto and any of the Additional Property, as described in Section 1.01 below, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

As used throughout this Master Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.01 Additional Property. The term "Additional Property" shall mean and refer to any real property and any Improvements situated thereon lying adjacent to or contiguous with the Property (but which does not presently comprise any part of the Property) which Declarant may from time to time approve for addition to the provisions of this Master Declaration pursuant to the provisions of Section 2.02 below. The Additional Property may also include additional Master Common Areas.

1.02 Applicable Rate. The term "Applicable Rate" shall mean simple interest at the lesser of eighteen percent (18%) per annum or the highest rate which may be charged under applicable law.

1.03 Articles of Incorporation. The term “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

1.04 ARC. The term or initials “ARC” shall mean and refer to the architectural review committee for the Property to be appointed, elected and removed in accordance with the terms and conditions set forth herein.

1.05 Assessment. The term “Assessment” shall mean, collectively, the Annual Assessments (as defined in Section 8.03 below), Special Assessments (as defined in Section 8.04 below), Individual Assessments (as defined in Section 8.05 below), Start-up Assessments (as defined in Section 8.07 below) and Transfer Assessments (as defined in Section 8.08 below).

1.06 Association. The term “Association” shall mean Marcelina Master Owners’ Association, Inc., a Tennessee nonprofit corporation.

1.07 Board. The term “Board” shall mean and refer to the Board of Directors of the Association and their duly elected successors as may be provided in the Articles of Incorporation and Bylaws.

1.08 Building. The term “Building”, with an initial capital letter, shall mean and refer to (a) any home, dwelling or housing unit of any nature constructed, situated, erected, maintained or placed on or within either of the Residential Districts of the Property for use for residential occupancy purposes; or (b) any other building or other structure of any nature constructed, situated, erected maintained or placed on or within the Property.

1.09 Bylaws. The term “Bylaws” shall mean and refer to the bylaws of the Association, as the same may be amended from time to time.

1.10 Common Expenses. The term “Common Expenses” shall mean and refer to all expenditures made or incurred by or on behalf of the Association, including, without limitation, those expenses described in Section 8.03(c) below, together with all funds assessed for the creation or maintenance of reserves pursuant to the provisions of this Master Declaration.

1.11 Construction. The term “Construction” shall mean physical alteration of a Lot for the purpose of making Improvements thereon.

1.12 Declarant. The term “Declarant” shall mean Rossvie Farms LLC, a Tennessee limited liability company, and its successors and assigns.

1.13 Development and Design Standards. The term "Development and Design Standards" shall mean the development, design, and use and property restrictions, standards, requirements, and review and other procedures set out in the following, as the same may be amended and in effect from time to time:

- (a) the Master Development Plan;

- (b) the Marcelina Pattern Book; and
- (c) this Master Declaration.

1.14 Development. The term “Development” means the mixed-use community to be developed on the Property to be known as Marcelina, and shall be deemed to include the Property and any Additional Property, as the same may be modified, amended, expanded or contracted from time to time.

1.15 Districts. The term “Districts” shall mean and refer to the land use districts which have been established for the Development under the Master Development Plan. As of the date of this Master Declaration, the Property consists of (a) the Main Street District; (b) the High-Density Residential Districts; and (c) the Single Family Residential Districts. Districts means any other real property within the Development identified by any Supplemental Declaration or District Declaration as a separate portion of the Development intended to be governed by additional restrictive covenants or rules and regulations, or to be subject to Assessments to be made solely against such District.

1.16 District Assessments. The term “District Assessments” shall mean and refer to any assessments created, established, levied or assessed in accordance with the terms and provisions of any of the District Declaration. District Assessments shall not be deemed part of the Assessments under this Master Declaration.

1.17 District Association. The term “District Association” shall mean and refer to any owners’ association, whether incorporated or unincorporated, if any, formed or established under or by virtue of any District Declaration.

1.18 District Declaration. The term “District Declaration” shall mean and refer to any additional declaration of protective covenants or restrictive covenants which are established by Declarant for any District within the Property and are either recorded as a separate instrument in the Register’s Office or included in the deed of conveyance by Declarant to any third party. Any District Declaration shall be in addition to the terms and provisions of this Master Declaration.

1.19 District Representative. The term “District Representative” means the Person selected to be the member of Board appointed by each District.

1.20 Exclusive Areas. The term “Exclusive Areas” shall mean and refer to any common areas within a District that are created or established pursuant to the District Declaration for any particular District for the exclusive use and benefit of the owners of those portions of the Property within such District which are subject to the applicable District Declaration. Exclusive Areas need not be owned by the District Association for any particular District. Exclusive Areas are not part of the Master Common Areas established under this Master Declaration and no Owner, by virtue of owning any Lot within the Property, shall be entitled to exercise any rights or otherwise utilize any of the Exclusive Areas within a particular District unless and only to the extent that such Owner owns a Lot within the District that is subject to the District Declaration which create such Exclusive Areas.

1.21 Governmental Authority. The term “Governmental Authority” shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property.

1.22 Governmental Regulations. The term “Governmental Regulations” shall mean and refer to all statutes, ordinances, codes, laws, permits, legislation, rules, regulations, requirements and rulings of any Governmental Authority, including, without limitation, any and all stormwater discharge permits issued by any Governmental Authority with respect to the Property.

1.23 High Density Residential Districts. The term “High Density Residential Districts” means the two (2) areas designated as High Density Residential Districts on the Master Development Plan, which contain multi-family residences and townhomes.

1.24 High Density Residential Association. The term “High Density Residential Association” shall mean and refer to the Association formed pursuant to the applicable High Density Residential Declaration.

1.25 High Density Residential Declaration. The term “High Density Residential Declaration” shall mean and refer to the Declaration recorded by Declarant governing each High Density Family Residential District.

1.26 Improvement. The term “Improvement”, with an initial capital letter, shall mean and refer to any Building, structure or device constructed, erected or placed upon any portion of the Property. Improvements shall include, by way of illustration and not limitation, Buildings, sheds, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man-made changes or alterations to the natural condition of any portion of the Property. “Improvements” shall also mean any grading, any excavation or fill, the volume of which exceeds eight (8) cubic yards.

1.27 Lot. The term “Lot” shall mean and refer to any portion of the Property upon which it is intended that any Buildings be constructed thereon; provided, however, that neither Master Common Areas nor Exclusive Areas shall constitute Lots. Upon the recordation of any subdivision plat for any portion of the Property, each lot indicated thereon (other than any lots designated on such subdivision plat or by Declarant as Master Common Areas or Exclusive Areas) shall be deemed a Lot for purposes of this Master Declaration.

1.28 Main Street Association. The term “Main Street Association” shall mean and refer to the Association formed pursuant to the Main Street Residential Declaration, the members of which shall be the Owner of the Lots in the Main Street District.

1.29 Main Street Declaration. The term “Main Street Declaration” shall mean and refer to the Declaration recorded by Declarant governing the Main Street District.

1.30 Main Street District. The term “Main Street District” means the area designated as such on the Master Development Plan, which contains mixed use properties including but not limited to single family and multifamily residential, retail, office, education, hotel, medical entertainment and civic buildings, along with a sports complex.

1.31 Marcelina Pattern Book. The term "Marcelina Pattern Book" shall mean and refer to the Marcelina Pattern Book, as the same may be amended and in effect from time to time as determined by the Declarant.

1.32 Master Common Areas. The term “Master Common Areas” shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Master Common Areas shall also include (a) all private roadways or easements within the boundaries of the Property providing ingress to and egress from the Property for use by all Owners of the Property; (b) all signage, street lights, lighting, paths, bicycle and jogging paths and lanes, gates, walls, fences, guardhouses, improvements, landscaping and landscaped or other areas lying within or immediately adjacent to the rights-of-way for any public or private roadways within the Property (other than any such improvements or areas located solely within the boundary lines of any Lot); (c) all water features, storm drains and sewers, drainage and/or watershed protection or retention ponds, lakes, basins or other areas and facilities located within the Property (other than such areas located solely within the boundary lines of any Lot); (d) all utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which are located in or serve any portion of the Master Common Areas; and (e) all private (i) parks; (ii) nature trails; (iii) recreational facilities; and (iv) any other areas or Improvements on or within the Property which are designated by Declarant as Master Common Areas from time to time, but excluding such areas that are intended to be or now or hereafter designated as a common area serving only a particular District or to be conveyed to a District Association. The designation of any land and/or Improvements as Master Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof. Declarant shall hereafter convey the Master Common Area or portions thereof to the Master Association.

1.33 Master Declaration. The term “Master Declaration” shall mean and refer to this Marcelina Declaration of Master Protective Covenants, together with all amendments thereto.

1.34 Master Development Plan. The term “Master Development Plan” shall mean to that certain development plan for the Property initially entitled “Killebrew Mixed-Use Planned Unit Development (Case CZ-09-2022)” approved by Montgomery County on May 9, 2022 and now known as the “Marcelina Master Plan” with respect to the Property as the same may be modified and amended from time to time by Declarant as hereinafter provided and which shall be in effect from time to time, the terms and provisions of which are incorporated herein by reference. THE MASTER DEVELOPMENT PLAN IS SUBJECT TO MODIFICATION, AMENDMENT, ALTERATION, REVISION AND CHANGE FROM TIME TO TIME AS DETERMINED BY DECLARANT, IN ITS SOLE AND ABSOLUTE DISCRETION, SUBJECT TO ANY NECESSARY APPROVAL OF SUCH MODIFICATION, AMENDMENT, ALTERATION, REVISION, OR CHANGE FROM THE MONTGOMERY COUNTY. **HOWEVER, THE PUBLIC SAFETY COMPLEX WILL NOT BE SUBJECT TO ANY MODIFICATION,**

AMENDMENT, ALTERATION, REVISION OR CHANGE BY DECLARANT AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.

1.35 Mortgage. The term “Mortgage”, with an initial capital letter, shall mean and refer to any mortgage, deed of trust or other security device encumbering a Lot or any interest therein and which shall have been duly and properly recorded in the Register’s Office.

1.36 Mortgagee. The term “Mortgagee”, with an initial capital letter, shall mean and refer to the holder of any Mortgage.

1.37 Occupant. The term “Occupant” shall mean and include any Owner, the family members, guests, tenants, agents, servants, employees and invitees of any Owner and their respective family members, guests, tenants, agents, servants, employees, invitees and any other person who occupies or uses any Lot or Building within the Property. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Lot.

1.38 Owner. The term “Owner”, with an initial capital letter, shall mean and refer to the record owner, including Declarant, of fee simple title to any Lot, whether a corporation, partnership, limited liability company, trust, proprietorship, association or other entity of any nature, including natural persons, but shall not include (a) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such Mortgage; or (b) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract or other agreement.

1.39 Person. The term “Person” shall mean a natural person, a corporation, a partnership, a limited liability company, a trust, a trustee, or any other legal entity.

1.40 Property. The term “Property”, with an initial capital letter, shall mean and refer to that certain real property situated in Montgomery County, Tennessee which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Property shall include all of the Districts.

1.41 Public Safety Complex. The term “Public Safety Complex” shall mean and refer to that portion of the Property located in the Main Street District that is more particularly described in Exhibit B attached hereto and incorporated herein by reference, which will be developed as public safety complex that will contain only emergency services offices and departments and will initially contain the Montgomery County fire headquarters, a fire station and a sheriff’s office, all as provided in the Resolution. Unless otherwise approved by Declarant, such approval not to be unreasonably withheld, for the first twenty (20) years following the date of this Declaration, the use of the Public Safety Complex must include fire headquarters, a fire station and a sheriff’s office
THE PUBLIC SAFETY COMPLEX WILL NOT SUBJECT TO ANY FEES OR ASSESSMENTS OF ANY KIND AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES. WITH RESPECT TO THE PUBLIC SAFETY COMPLEX, THIS DECLARATION SHALL IN ALL RESPECTS

BE SUBJECT TO THE RESOLUTION. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DECLARATION AND THE RESOLUTION, THE RESOLUTION SHALL CONTROL

1.42 Register's Office. The term "Register's Office" shall mean and refer to the Register's Office for Montgomery County, Tennessee and any successor thereto which serves as the official public registry for the public recordation of real estate documents.

1.43 Residential Districts. The term "Residential Districts" shall mean and refer to, collectively, the High Density Residential Districts and the Single Family Residential Districts.

1.44 Resolution. The term "Resolution" shall mean and refer to that certain Resolution to Approve Donation and Development Agreement for Public Safety Complex in the Kirkwood Area of Montgomery County, Tennessee adopted by the Montgomery County Board of Commissioners assembled in regular business session on the _____ day of _____, 2026.

1.45 Single Family Residential Districts. The term "Single Family Residential Districts" shall mean and refer to, collectively, the two (2) areas designated Residential Districts on the Master Development Plan, which contain single family residences and townhomes.

1.46 Single Family Residential Association. The term "Single Family Residential Association" shall mean and refer to the Association formed pursuant to the applicable Single Family Residential Declaration.

1.47 Single Family Residential Declaration. The term "Single Family Residential Declaration" shall mean and refer to the Declaration recorded by Declarant governing each Single Family Residential District.

1.48 Turnover Date. The term "Turnover Date" shall mean the earlier of (a) the date on which Declarant no longer owns any of the Property; or (b) the date on which Declarant elects, in its sole and absolute discretion, to relinquish (i) all rights to appoint and remove members of the Board pursuant to Section 4.02 below and (ii) all voting rights in the Association reserved to Declarant pursuant to Section 4.03(d) below.

ARTICLE II

PROPERTY SUBJECT TO THE MASTER DECLARATION

2.01 General Declaration. Declarant hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Master Declaration and the Property, any part thereof and each Lot, Master Common Area and District thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Master Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit

of Declarant and upon all Owners and Occupants of the Property and any Lot, Master Common Area and District thereof.

2.02 Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of this Master Declaration, to add and submit any Additional Property to the provisions of this Master Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Master Declaration by Declarant, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of this Master Declaration by an instrument executed by Declarant recorded in the Register's Office, which instrument shall be deemed an amendment to this Master Declaration (which need not be consented to or approved by any Owner, Occupant or Mortgagee of any Lot or District or any District Association) and shall (a) refer to this Master Declaration stating where this Master Declaration has been recorded in the Register's Office; (b) contain a statement that such Additional Property is conveyed subject to the provisions of this Master Declaration or only specified portions thereof; (c) contain an exact description of such Additional Property; and (d) state such other or different covenants, conditions and restrictions as Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property. From and after the date on which an amendment to this Master Declaration is recorded in the Register's Office submitting any Additional Property to the terms and provisions of this Master Declaration, the voting rights applicable to all Lots shall be changed in the manner provided in Section 4.03(b) below. In no event shall Declarant be obligated to submit any Additional Property to the provisions of this Master Declaration or to impose any of the covenants, conditions or restrictions set forth in this Master Declaration upon any real property owned by Declarant situated adjacent to or in close proximity with the Property. Notwithstanding anything provided in this Master Declaration to the contrary, (a) the rights created and granted to Declarant pursuant to this Section may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Declarant; (b) the rights reserved by Declarant to add Additional Property to this Master Declaration pursuant to this Section shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Declarant, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to this Section; and (c) if Declarant elects to add Additional Property to this Master Declaration, then this Master Declaration may be amended as set forth in this Section without any requirement that the consent or approval of any Owner, Mortgagee or District Association be obtained. **THE PUBLIC SAFETY COMPLEX WILL NOT BE SUBJECT TO ANY MODIFICATION, AMENDMENT, ALTERATION, REVISION OR CHANGE BY DECLARANT AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.**

2.03 Mutuality of Benefit and Obligation. The provisions of this Master Declaration are made (a) for the mutual and reciprocal benefit of each Lot, Master Common Area and District within the Property and are intended to create mutual, equitable servitudes upon and in favor of each Lot and District within the Property; (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lots within the Property; and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

2.04 Development of Property. Declarant shall have the right, but not the obligation, to make improvements and changes to all Master Common Areas, including, without limitation, (a) installation and maintenance of any Improvements in or to the Master Common Areas; (b) changing the location of the boundaries of any of the Master Common Areas; (c) adding additional Master Common Areas to the Property; (d) installation and maintenance of water, sanitary sewer, storm sewer and other utility systems and facilities within the Master Common Areas; and (e) installation of mailboxes or kiosks (for the handling of mail), security gates, guard houses and other devices and trash and refuse facilities on or within any of the Master Common Areas. Furthermore, Declarant shall have the right, but not the obligation, to (a) make improvements and changes to all Lots and any other portions of the Property owned by Declarant; and (b) change the location of the property lines or boundaries of any Lots or any portion of the Property owned by Declarant.

2.05 Subdivision Plat. Declarant may record, modify, amend, revise and otherwise add to, at any time and from time to time, a subdivision plat setting forth such information as Declarant may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Lots, Master Common Areas, Districts, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds and drainage basins. Any such subdivision plats or any amendments thereto shall, following approval of the same by Montgomery County, Tennessee, be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into this Master Declaration. Notwithstanding anything provided to the contrary in this Master Declaration, the rights reserved by Declarant pursuant to this Section may be exercised by Declarant without any requirement that the consent or approval of any Owners, Mortgagees or District Association be obtained (other than the Owner or Mortgagee of any Lot that is being subdivided or re-subdivided) and shall include, without limitation, the right to (a) divide and redivide, combine, subdivide and resubdivide any Lots or portions of the Property owned by Declarant; and (b) amend from time to time and at any time Exhibit A to this Master Declaration to reflect any such subdivision or resubdivision of any portion of the Property.

2.06 District Declaration. Declarant may, in its sole and absolute discretion, establish from time to time one or more District Declaration which shall be binding only on portions of the Property. In connection with the creation of any additional District Declaration for any particular District within the Property, such District Declaration may (but without any requirement to do so) (a) create a District Association for that specific District which shall have the right to exercise any and all rights specified in the District Declaration for that specific District; (b) establish Exclusive Areas within that particular District for the sole use and benefit of those Owners who own a Lot within that specific District; and (c) establish additional covenants, conditions, restrictions, liens, charges and other obligations, including, without limitation, District Assessments, which shall be payable by the Owner of any Lot within that particular District, which such District Assessments shall not be part of the Assessments established, levied or to be collected pursuant to the terms of this Master Declaration. Unless otherwise established by the Declarant in a District Declaration, it shall be responsibility of Owners within a District to establish equitable, fair and representative procedures for the selection of the District Representative, in each case to be approved by Declarant. If applicable, no voting or representative rights shall be available to a District until such time as District Representative has been duly selected. The District Representative shall be

the only individual of a District permitted to attend the meetings of the Master Association unless otherwise established or permitted by Declarant. Each District will be governed, controlled and subject to the powers and authority vested in the Master Association, whether or not the District has elected a District Representative.

2.07 Conditional Uses, Rezoning and Reclassification of Districts.

(a) The Master Development Plan specifies the different Districts within which the Property has been classified for land use and zoning purposes. The Master Development Plan and Article XII of the zoning ordinance of Montgomery County, Tennessee (the "Zoning Ordinance") provide that within any District, conditional uses, as more particularly described in the Master Development Plan and the Zoning Ordinance, may be allowed within any District, which conditional uses may be different than the principal permitted use for such District (e.g., either of the High-Density Districts may, in Declarant's sole discretion, be developed for single-family detached residential purposes which are within a Single Family District). Furthermore, subject to the terms and provisions of the Master Development Plan and the Zoning Ordinance, Declarant may, in its sole discretion, rezone any portion of the Property for different land use classifications which, if such rezoning occurs, will result in a change in the type or classification of the District of the rezoned portions of the Property. Furthermore, in the event Additional Property is added to the terms and provisions of this Master Declaration, the Additional Property shall be added to the appropriate District classification, as determined by Declarant, in its sole discretion, as set forth in the Master Development Plan or, in the event such Additional Property is not subject to the terms and provisions of the Master Development Plan, then Declarant shall, in its sole discretion, determine the land use District classification for such Additional Property.

(b) Subject to any consents, approvals or other requirements which must be obtained or satisfied under the Master Development Plan or the Zoning Ordinance, Declarant reserves the right, in its sole and absolute discretion and without any requirement or obligation to obtain the consent or approval of any Owners, Mortgagees or District Associations, to (i) utilize any of the Property for any of the permitted principal uses and conditional uses for each District within the Property as set forth in the Master Development Plan and Zoning Ordinance; (ii) change the District classification for any portion of the Property as a result of any rezoning of, or the granting of any variances for, any of the Property by any Governmental Authority having jurisdiction there over; (iii) change the District classification for any portion of the Property as a result of the use of any portion of the Property for any of the conditional uses or other uses allowed under either the Master Development Plan, the Zoning Ordinance or other applicable Governmental Regulations; (iv) specify the District classification of any Additional Property added to this Master Declaration regardless of whether such Additional Property is subject to the Master Development Plan or other zoning ordinances of any Governmental Authority other than Montgomery County, Tennessee; and (v) amend this Master Declaration at any time and from time to time to change, alter or amend the District classification for any of the Property. Each Owner, by acceptance of a deed to any Lot, does hereby acknowledge and agree that (i) such Owner's voting rights in any District and such District's voting rights in the Association may be increased or decreased as a result of any of the foregoing actions by Declarant; (ii) such Owner's pro rata share of Assessments may be increased or decreased as a result of the foregoing actions by Declarant; and (iii) Declarant shall have the

right to take any and all of the foregoing actions without any obligation or requirement to obtain the consent or approval of any Owner, Mortgagee or District Association.

ARTICLE III

EASEMENTS

3.01 Grant of Non-Exclusive Easements to Master Common Areas to Owners.

Subject to the terms and conditions of Section 3.03 below, Declarant does hereby grant to each Owner and Occupant the nonexclusive right, privilege and easement of access to and the use and enjoyment of the Master Common Areas in common with Declarant, the Association and their respective successors and assigns, and all other Owners, Occupants and other parties having any rights or interest therein; provided, however, that with respect to any lakes within the Property which constitute Master Common Areas, the Association may limit, restrict or prohibit the use or access to the same by any Owners, as determined by the Association, in its sole and absolute discretion. The easement and rights granted pursuant to this Section are and shall be permanent and perpetual, are non-exclusive, are appurtenant to and shall pass and run with title to each Lot, but are expressly subject to the rights reserved pursuant to Section 3.03 below.

3.02 Grant of Easement to Governmental Authorities. Subject to the provisions of Section 3.03 below, Declarant does hereby grant to each branch, bureau, department and agency of the Governmental Authorities and their respective agents, employees and representatives, a permanent, perpetual and non-exclusive easement over, across, through and upon all of the private roadways, if any, within the Property forming a part of the Master Common Areas for the purposes of performing such duties and activities related to law enforcement, fire protection, trash and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

3.03 Establishment of Controlled Access Easements.

(a) Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot, does hereby acknowledge and agree that certain portions of the Property may contain private roadways and that access or use of any such private roadways may be limited, restricted or prohibited to all persons other than the Owners and Occupants of any Lots within the particular District that is served by such private roadways.

(b) The Owner of each Lot does hereby acknowledge and agree that Declarant or the Association may, but without any obligation to do so, implement guarded or electronically monitored gates, guardhouses and other similar devices controlling, limiting and restricting vehicular and pedestrian access to and from any portion of the Property that is served by private roads.

(c) Notwithstanding anything provided to the contrary in this Master Declaration, Declarant shall (i) have the right, at any time and from time to time, to dedicate any portion of the Master Common Areas and any of the private roadways within the Property as public roadways or

public property to any Governmental Authority without requirement that the approval or consent of any Owner, Occupant or Mortgagee be obtained; and (ii) be and hereby is authorized and entitled to execute any and all agreements, documents, instruments and subdivision plats pursuant to which any portion of the Master Common Areas and any of the private roadways within the Property are submitted for dedication as public roadways or public property. Each Owner, by acceptance of any deed to a Lot and each Mortgagee, by the acceptance of any Mortgage on any Lot, shall be deemed to, and each hereby does, irrevocably appoint Declarant as its respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the dedication of any portion of the Master Common Areas and any of the private roadways within the Property to any Governmental Authority as public roadways or public property for and in the name of any such Owner and Mortgagee, in their name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of any Owner or Mortgagee and shall be binding on all Owners and Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns and anyone having any interest in any Lot or in any of the easement rights created or granted in this Master Declaration. The rights reserved to Declarant pursuant to this subsection may be assigned by Declarant to the Association, which, upon such assignment, shall have the same rights reserved herein as Declarant.

3.04 Reservation of General Access Easement. Declarant does hereby establish and reserve for itself, the ARC, the Association and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for (a) inspecting each Lot and any Improvements thereon in order to determine compliance with the provisions of this Master Declaration; and (b) the performance of the respective duties of Declarant, the ARC and the Association hereunder, including, without limitation, taking any action required or permitted to be taken by Declarant, the ARC and the Association pursuant to any of the terms or provisions of this Master Declaration; provided, however, that upon completion and occupancy of any Building on any Lot, then, except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such Lot directly affected thereby.

3.05 Reservation of Easements With Respect to Master Common Areas.

(a) **Easement Upon Master Common Areas.** Declarant does hereby establish and reserve, for itself, the ARC, the Association and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant, over, across, under, through and upon all of the Master Common Areas for the purpose of (a) constructing, installing, maintaining, repairing and replacing Improvements thereon including, without limitation, sidewalks, walkways, signage and traffic and directional signs; and (b) doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall Declarant have any obligation to undertake any of the foregoing.

(b) Changes in Master Common Areas. Declarant does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify and realign the boundaries of any of the Master Common Areas and any Lots owned by Declarant. Declarant further reserves the right, but shall not have any obligation, to convey by quitclaim deed to the Association at any time and from time to time any portion of the Property or any Improvements thereto to be utilized as Master Common Areas, as Declarant, in its sole discretion, may determine.

3.06 Reservation of Easement for Utilities and Trails.

(a) Declarant does hereby establish and reserve for itself and the Association and their respective successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all portions of the Master Common Areas and all Lots which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining and operating master television and/or cable systems, security and similar systems and all utilities necessary or convenient for the use of any portion of the Property, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Property. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same. Notwithstanding anything provided in this subsection to the contrary, (i) the utilization of any of the easements and rights established and reserved pursuant to this subsection shall not unreasonably interfere with the use or occupancy of any Improvements situated on any Lot; and (ii) Declarant shall use good faith efforts to attempt to cause any utility company or other supplier or provider of any utility service which may utilize any of the easements and rights reserved and established pursuant to this subsection to take reasonable action to repair any damage caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein.

(b) Declarant does hereby establish and reserve for itself and the Association and their respective successors and assigns a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all portions of the Master Common Areas and all Lots upon which any utility lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances have been constructed thereon in accordance with the terms and provisions of Section 3.06(a) above for the purpose of installing, replacing, maintaining and operating walkways and trails thereon; provided, however, that the utilization of such easement shall not unreasonably interfere with the use or occupancy of any Improvements situated on any Lot. Furthermore, Declarant does hereby establish and reserve for itself and the Association and their respective successors and assigns a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all portions of the Master Common Areas and all Lots which have been designated for utility easements in any subdivision plats for any portion of the Property, which utility easements may be utilized for the installation and maintenance of both (i) utility lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances thereon; and (iii)

walkways and trails to be utilized by the Association, its members and their respective heirs, successors and assigns. The easements established and reserved in this subsection shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and otherwise take all action reasonably necessary to provide, maintain and operate walkways and trails within any of the easement areas established and reserved pursuant to this subsection.

3.07 Reservation of Easement for Traffic and Directional Signage and Perimeter Wall.

(a) Declarant does hereby establish and reserve for itself and the Association and their respective successors and assigns a permanent and perpetual easement over, across, through and upon a strip of land ten (10) feet in width lying parallel to and running along the common exterior boundary between each Lot and any public or private roadway which is directly adjacent to and abuts such Lot for the purpose of constructing, installing, maintaining, repairing, operating, replacing and the use of traffic directional signage and related improvements, including street signage; provided, however, that neither Declarant nor the Association shall have any obligation to construct any of such improvements.

(b) Declarant does hereby establish and reserve for itself and the Association and their respective successors and assigns, a permanent and perpetual easement appurtenant over, across, through and upon a strip of land fifteen (15) feet in width running parallel to and along the boundary of any Lot which constitutes the perimeter boundary of the Property for the purpose of constructing, installing, maintaining, repairing, operating and replacing a perimeter wall, fence, mound or berm around the perimeter boundary of the Property; provided, however, that neither Declarant nor the Association shall have any obligation to construct any such perimeter wall, fence, mound or berm.

3.08 Reservation of Maintenance Easement. Declarant does hereby establish and reserve for itself, the ARC, the Association and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire safety and appearance within the Property; provided, however, that such easement shall not impose any duty or obligation upon Declarant, the ARC or the Association to perform any of the foregoing actions.

3.09 Reservation of Environmental Easement. Declarant does hereby establish and reserve for itself, the ARC, the Association and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon all Lots for the purpose of taking any action necessary to effect compliance with any watershed, soil erosion or environmental rules, regulations and procedures from time to time affecting or otherwise promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to take any other action which may be required in order to satisfy the requirements of the applicable watershed, soil erosion or environmental rules, regulations or procedures affecting the Property. Except in the case of an emergency situation or a perceived emergency situation, the exercise by Declarant, the ARC

or the Association of the rights reserved in this Section shall not unreasonably interfere with the use or occupancy of any Improvements situated on any Lot.

ARTICLE IV

ASSOCIATION

4.01 Membership. The members of the Association shall be (a) the Main Street Association; (b) the High-Density Residential Associations; and (c) the Single Family Residential Associations. Each Owner shall at all times comply with the provisions of this Master Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board.

4.02 Board. The Board shall have the rights and duties set forth in the Articles of Incorporation and the Bylaws. Declarant hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board and any officer or officers of the Association until the occurrence of the Turnover Date. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove members of the Board as provided by this Section. Following the occurrence of the Turnover Date, the number of members of the Board shall increase to five (5) to be appointed as follows: (a) one (1) member shall be appointed by the Main Street Association; (b) one (1) member shall be appointed by each High-Density Residential District; and (c) one (1) member shall be appointed by each Single Family Residential Association. Each Association shall have the exclusive right to appoint and remove the member of the Board allocated to it in accordance with the terms and provisions of the Bylaws.

4.03 Voting Rights.

(a) Subject to the rights reserved by Declarant in Section 4.03(d) below and the rights of the Association to suspend any Association's voting rights or privileges in the Association pursuant to Section 8.07(d) below, voting rights in the Association shall be as shown on Exhibit C and shall be exercised by each member of the Board.

(b) Each Owner, by acceptance of a deed or other conveyance to a Lot, consents and agrees (i) to the dilution of an Association's voting interest in the Association by virtue of the submission of any Additional Property to the terms of this Master Declaration; and (ii) that Declarant reserves the right, in its sole and absolute discretion, to change the zoning classifications and Districts for any of the Property, which changes, if made, may result in a change in the total number of votes within the Districts.

(c) Notwithstanding anything provided to the contrary in this Master Declaration, until the occurrence of the Turnover Date, Declarant shall have the sole and exclusive right to exercise all voting rights in the Association.

4.04 Notice of Association Meetings and Quorum. With respect to any meeting of the members of the Association, written notice of such meeting shall be sent to all District Associations

in accordance with the terms and provisions of the Bylaws and the terms and provisions of the Bylaws shall at all times control in the determination of whether a quorum is present and all other matters affecting the voting rights of the members of the Association.

4.05 Duties and Powers of Association. In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Master Declaration, the Association shall have the power to do, cause to be done and otherwise perform or cause to be performed any of the duties and powers set forth in the Articles of Incorporation and the Bylaws. The Association may exercise any other right or privilege granted to it expressly by this Master Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity or inconsistency between this Master Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations adopted from time to time by the Association, then the provisions of this Master Declaration, the Articles of Incorporation, the Bylaws and any rules and regulations adopted by the Association, in that order, shall prevail and each Owner, by acceptance of a deed or other conveyance to a Lot, covenants and agrees to vote in favor of and execute any amendments as may be necessary to remove or alleviate any such conflict, ambiguity or inconsistency. Except as otherwise specifically provided to the contrary herein, in the Articles of Incorporation or in the Bylaws, the powers and authority granted to the Association may be exercised by the Board, acting through the officers of the Association, without further consent or action on the part of the Owners.

4.06 Agreements. Subject to the conditions, restrictions and other provisions of this Master Declaration, all agreements, actions and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, executors, personal representatives, administrators, successors and assigns and all others having any interest in the Property or any portion thereof. In performing its responsibilities hereunder, the Association, through the Board, shall have the right and authority to delegate to such persons of its choice, including third party management companies which may be affiliates of Declarant, such duties of the Association as may be determined by the Board. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Property, or the enforcement of this Master Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations of the Association.

4.07 Rules and Regulations. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots and Master Common Areas so long as the same do not conflict with, contradict or attempt to supersede any of the terms and provisions of this Master Declaration.

4.08 Indemnification. The Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and member of the Board of the Association harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any of them in connection with any action, suit or other proceeding (including the settlement of any suit or proceeding to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board of the Association). The officers, agents, representatives and members of the Board of the

Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and, to the extent financially feasible, officers and directors liability insurance in order to fulfill its obligations under this Section, and the costs of such insurance shall constitute a Common Expense.

4.09 District Representatives. The District Representatives will be the primary means of communication from the Master Association to the various District Associations or Owners, but agents for the Master Association and Districts may also coordinate and communicate as necessary or appropriate.

4.10 No Indemnity by Montgomery County. Notwithstanding anything herein otherwise, Montgomery County, Tennessee shall not be obligated to indemnify any party for any purpose herein.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL STANDARDS

5.01 Committee Composition. The ARC shall consist of not less than three (3) nor more than five (5) persons, each of whom shall be appointed or elected as provided in Section 5.02 below. The members of the ARC may, but shall not be required to, be members of the Association or Owners. The regular term of office for each member of the ARC shall be three (3) years coinciding with the fiscal year of the Association. Any member of the ARC appointed or elected as provided in Section 5.02 below may be removed, with or without cause, in the manner provided in Section 5.02 below. Each Owner, by acceptance of a deed to or other conveyance to a Lot within the Property, shall be deemed to ratify the provisions of Section 5.02 below.

5.02 Appoint and Removal of ARC Members.

(a) Until the occurrence of the Turnover Date, Declarant shall have the sole and exclusive right to appoint and remove all members of the ARC. Any member of the ARC appointed by Declarant may be removed, with or without cause, at any time. In the event of the death or resignation of a member of the ARC at any time prior to the Turnover Date, then Declarant shall have the right to appoint a substitute member of the ARC to fill the vacancy of such deceased or resigned member for the remainder of the term of such formal member.

(b) Following the Turnover Date, the Board shall appoint and remove, with or without cause, the members of the ARC. In the event of the death or resignation of a member of the ARC, then the Board shall appoint a substitute member to the ARC to fill the vacancy of such deceased or resigned member for the remainder of the term of such former member.

5.03 Procedure and Meetings. The ARC shall elect a chair and such chair, or in such chair's absence, any vice-chair so elected, shall be the presiding officer at all meetings of the ARC. The ARC shall meet on a regular basis as well as upon call of the chair or vice-chair and all such meetings shall be held at such places as may be designated in writing by the chair or vice-chair. A majority of the total number of members of the ARC shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those present, in person or by proxy, at a meeting of the ARC shall constitute the action of the ARC on any matter which comes before it. The ARC is authorized to retain the services of consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the ARC in performing its duties set forth herein. Any such costs and expenses incurred by the ARC shall constitute Common Expenses and shall be reimbursed by the Association. The ARC shall have the right from time to time to adopt and establish such rules and regulations as may be determined to be necessary concerning the procedure, notice of meetings and all other matters concerning the conduct of the business of the ARC.

5.04 Architectural Standards. The Development and Design Standards shall be binding upon and enforceable against the Property, each Lot, and the respective Owners thereof, excluding, however, the Declarant and Property and Lots owned by the Declarant, and shall be administered and enforced either by the ARC. The Development and Design Standards may be amended or modified from time to time by the Declarant. All Buildings and other Improvements within the Property, the plans therefor, and the design, Construction, location, and landscaping thereof, must comply with the Development and Design Standards. Each Owner by acceptance of a deed or a Lot or other land within the Property, each Mortgagee by obtaining a Mortgage on any Lot, and each land lessee by entering into a land lease covering land within the Property, shall be deemed to accept the Development and Design Standards and shall abide by all of the Development and Design Standards. Use, property, development and design standards, requirements, and restrictions contained in this Master Declaration constitute part of the Development and Design Standards and are supplemental to all other standards and requirements contained in the Master Development Plan and the Marcelina Pattern Book. In addition to the Development and Design Standards, the ARC is hereby authorized to promulgate and amend or modify from time to time policies, guidelines and minimum requirements to be satisfied with respect to the Construction, location, landscape and design of all Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the Construction of any Improvements on any Lot are to be submitted to and approved by the ARC and any other matters affecting the Construction, repair or maintenance of any Improvements on any Lot. Any conflict among the Master Development Plan, the Marcelina Pattern Book, and use, property, development and design standards and requirements contained in this Master Declaration shall be resolved in the following order of priority:

(a) The Master Development Plan.

- (b) The Marcelina Pattern Book.
- (c) Development and design standards and requirements contained in this Master Declaration.
- (d) Development standards set by the ARC.

5.05 Approval of Plans and Specifications.

(a) IN ORDER TO PRESERVE THE ARCHITECTURAL AND AESTHETIC APPEARANCE AND THE NATURAL SETTING AND BEAUTY OF THE PROPERTY, TO ESTABLISH AND PRESERVE A HARMONIOUS DESIGN FOR THE PROPERTY AND TO PROTECT AND PROMOTE THE VALUE OF THE PROPERTY, THE LOTS, THE BUILDINGS AND ALL IMPROVEMENTS THEREON, NO IMPROVEMENTS OF ANY NATURE SHALL BE COMMENCED, ERECTED, INSTALLED, PLACED, MOVED ONTO, ALTERED, REPLACED, RELOCATED, PERMITTED TO REMAIN ON OR MAINTAINED ON ANY LOT BY ANY OWNER, UNLESS PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 5.05(b) BELOW. WITHOUT LIMITING THE FOREGOING, THE CONSTRUCTION AND INSTALLATION OF ANY BUILDINGS, DRIVEWAYS, PARKING LOTS, MAILBOXES, DECKS, PATIOS, COURTYARDS, SWIMMING POOLS, TENNIS COURTS, GREENHOUSES, PLAYHOUSES, AWNINGS, WALLS, FENCES, EXTERIOR LIGHTS, GARAGES, GUEST QUARTERS, GARAGES OR ANY OTHER OUTBUILDINGS, SHALL NOT BE UNDERTAKEN, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION BE MADE (INCLUDING, WITHOUT LIMITATION, PAINTING OR STAINING OF ANY EXTERIOR SURFACE) TO ANY IMPROVEMENTS, UNLESS THE PLANS AND SPECIFICATIONS FOR THE SAME HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 5.05(b) BELOW.

(b) Prior to the commencement of any Improvements on any Lot, the Owner thereof shall submit to the ARC plans and specifications and related data for all such Improvements, which must comply with the Development and Design standard, and shall include the following:

(i) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, to be constructed on said Lot, the location of all Buildings, driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot.

(ii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawings of the front, back and sides of any Building to be constructed on the Lot.

(iii) Two (2) copies of written specifications and, if requested by the ARC samples indicating the nature, color, type, shape, height and location of all exterior

materials to be used in the Construction of any Building on such Lot, including, without limitation, the type and color of all materials to be utilized on the exterior of any Building.

(iv) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot.

(v) Two (2) copies of a landscaping plan for such Lot.

(vi) Such other plans, specifications or other information or documentation as may be required by the ARC.

(c) The ARC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Master Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Master Declaration, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed Improvement with the scheme of development proposed for the Property, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Property. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements. Approval of plans and specifications by the ARC for Improvements to one particular Lot shall not be deemed an approval or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot within the Property. Notwithstanding anything provided herein to the contrary, an Owner may make interior improvements and alterations within Building situated on any Lot that do not affect exterior appearance of such Building without the necessity or requirement that the approval or consent of the ARC be obtained.

(d) The ARC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof. Such fee or fees shall be paid by the Owner who is seeking approval of plans and specifications. The ARC shall also have the right, in its sole and absolute discretion, to require the Owner of each Lot to deposit with the ARC at the time ARC approval of plans and specifications for any Improvements to Owner's Lot is granted, a Construction escrow deposit which shall be held by the ARC in non-interest bearing account and which shall serve as security for the full and faithful completion by such Owner of all Improvements to be made by such Owner on such Owner's Lot and the compliance with all the terms, covenants and provisions of this Master Declaration. Any such security deposit shall be (a) returned to the Owner who has deposited the same upon completion of all Improvements on such Lot and the determination by the ARC, in its sole and absolute discretion, that all of the other

terms and provisions of this Master Declaration have been satisfied and otherwise complied with by such Owner, such Owner's agents, employees and independent contractors; or (b) if such Improvements are not timely completed in accordance with the terms and provisions of this Master Declaration or, if in the Construction of such Improvements, such Owner, such Owner's agents, employees or independent contractors fail to abide by all of the terms and provisions of this Master Declaration, then the ARC shall have the right, in its sole and absolute discretion, to use all or any portion of the security deposit to complete, correct or remedy any breach by such Owner or such Owner's agents, employees, or independent contractors, of any of the terms and provisions of this Master Declaration.

(e) In the event the ARC fails to approve in writing any such proposed plans and specifications within thirty (30) days after such plans and specifications have been submitted to the ARC, then the plans and specifications so submitted will be deemed to have been disapproved.

(f) Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above.

(g) If Construction of the Improvements on a Lot has not substantially commenced (e.g., by clearing and grading, pouring of footings and otherwise commencing framing and other related Construction work) within one (1) year of approval by the ARC of the plans and specifications for such Improvements, then no Construction may be commenced (or continued) on such Lot and the Owner of such Lot shall be required to resubmit all plans and specifications for any Improvements to the ARC for approval in the same manner specified above.

5.06 Construction Without Approval. If (a) any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot without approval by the ARC of the plans and specifications for the same; or (b) the ARC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot are not being complied with, then, in either event, the Owner of such Lot shall be deemed to have violated this Master Declaration and the ARC shall have the right to exercise any of the rights and remedies set forth in Article XI below.

5.07 Inspection. The ARC and its agents, employees and representatives may at any reasonable time and from time to time enter upon and inspect any Lot and any Improvements being constructed thereon in order to determine whether the approved plans and specifications therefore are being complied with. Any such entry shall not be deemed to be a trespass or any other wrongful act by the ARC.

5.08 Subsurface Conditions. The Property may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions which may result in sinkholes or other types of ground subsidence. The approval of plans and specifications by the ARC for any Improvements on a Lot shall not be construed in any respect as a representation or warranty by the ARC, the Association or Declarant to the Owner of any Lot or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the Construction of the Improvements contemplated by such plans and specifications. It shall be the

sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the Construction of any contemplated Improvements thereon.

5.09 Limitation of Liability. Notwithstanding anything provided herein to the contrary, neither Declarant, the ARC, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Article; (b) any defects, structural or otherwise, in any work done according to such plans and specifications; (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by any Owner for approval pursuant to the provisions of this Article; (d) the Construction or performance of any work related to such plans, drawings and specifications; (e) bodily injury(including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or Occupant, or any damage to any Improvements or the personal property of any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or Occupant, which may be caused by, or arise as a result of, (i) any defect, structural or otherwise, in any Improvements or the plans and specifications therefor; or (ii) any past, present or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and water channels and limestone formations on or under any Lot or any other portion of the Property); and (f) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees, suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot or any Improvements situated thereon.

5.10 Commencement and Completion of Construction. Upon commencement of Construction of any Building on any Lot, Construction work thereon shall be prosecuted diligently and continuously and shall be completed within (a) for single family homes eighteen (18) months from the commencement date of said Construction; and (a) for commercial and multifamily projects thirty (30) months from the commencement date of said Construction. Completion shall be evidenced by a certificate of occupancy issued by the appropriate Governmental Authorities.

5.11 Enforcement and Remedies. In the event any of the provisions of this Article are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees agents, employees or contractors of any Owner or Occupant, then the ARC shall have the right, at its option, to exercise any of the rights and remedies set forth in Article XI below.

5.12 Compliance Certification. The ARC (or any authorized representatives thereof) shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to an Owner a certificate in writing setting forth whether all necessary approvals have been obtained and whether any Improvements have been constructed in accordance with the provisions of this Master Declaration.

5.13 Indemnification. The Association shall and does hereby indemnify, defend and agree to hold each member of the ARC harmless from and against any and all costs and expenses,

including court costs and reasonable attorneys' fees, suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding to which such person may be made a party by reason of being or having been a member of the ARC). The members of the ARC shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The members of the ARC shall be deemed agents of the Association and shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the ARC, and the Association shall and does hereby indemnify, defend and agree to forever hold each member of the ARC harmless from any and all liability to others on account of any such contract or commitment entered into by any member of the ARC in furtherance of their respective duties and responsibilities under this Master Declaration. The Association shall maintain adequate general liability and, to the extent financially feasible, officer and directors liability insurance, in order to fulfill its obligations under this Section and the costs of such insurance shall constitute a Common Expense.

5.14 No Indemnity by Montgomery County. Notwithstanding anything herein otherwise, Montgomery County, Tennessee shall not be obligated to indemnify any party for any purpose herein.

ARTICLE VI

USE AND PROPERTY RESTRICTIONS

6.01 Use Restrictions. Each Lot and each portion of the Property shall be used only for such uses and purposes for which appropriate zoning has been obtained from the applicable Governmental Authorities having jurisdiction over the Property. The terms and provisions of the Master Development Plan shall at all times be binding on those portions of the Property subject to the Master Development Plan. With respect to any Additional Property that may be added to the terms and provisions of this Master Declaration which are not subject to the Master Development Plan, then the use of such Additional Property shall be subject to the appropriate zoning ordinances of the applicable Governmental Authorities having jurisdiction thereof. Notwithstanding anything provided in this Section to the contrary, any portion of the Property may be used and developed by Declarant for any of the uses included in the definition of Master Common Areas.

6.02 Plan Approval. No Improvements of any nature whatsoever shall be constructed on any Lot unless such Improvements have been approved by the ARC in the manner set forth in Article V above.

6.03 Underground Utilities and Mandatory Requirements for Natural Gas. All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

6.04 Landscaping and Trees.

(a) The Owner of each Lot within the portions of the Property other than the Main Street District shall at all times comply with and observe the tree conservation requirements specified in the Master Development Plan. Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his Lot the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wildflowers and natural environment, including natural drainage channels, which exist on such Lot.

(b) The following shall apply to any Lot situated within any Single Family Residential Districts of the Property:

(i) The front yard of each such Lot shall contain, at a minimum, (i) one (1) tree (with respect to any Lot having a front yard width of 70 or less) or (ii) two (2) trees (with respect to any Lot having a front yard width of more than 70 feet), which tree or trees shall have a minimum two (2) inch caliper and shall be either hardwood or shade tree as approved by the ARC.

(ii) The Owner of any Lot shall not cut, remove or mutilate any tree having a diameter of four (4) inches or more at a point of three (3) feet above ground level without first obtaining the approval of the ARC; provided, however, that the foregoing shall not (A) be applicable to any areas on a Lot upon which a Building, driveways or sidewalks are to be constructed or which may be located within ten (10) feet of any Building, driveways or sidewalks on such Lot; (B) be deemed to prohibit the cutting and removal of any dead or diseased tree by any Owner (so long as the provisions of Section 6.04(b) above are satisfied by such Owner); and (C) prohibit Declarant from cutting or removing trees to the extent reasonably required to construct any public or private roadways or Master Common Areas within the Property or to install underground utilities within any portion of the Property.

(iii) All front and side yards of each Lot shall, unless otherwise approved by the ARC as a natural area or unless the same is landscaped in accordance with plans approved by the ARC, be sodded with grass.

(iv) No hedge or shrubbery planting which obstructs sightlines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sightlines for any of the public or private roadways within the Property. The determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive and binding on all Owners.

(v) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking or pedestrians from walking on any portion of such Lot. No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses or other fixtures and accessories shall be placed on or installed within the front or side yards of any Lot within any District of the Property.

(vi) No vegetable or herb gardens or plants shall be planted or maintained in the front or side yards of any Lot or in the rear (back) yard of any Lot if the same would be visible from any public or private street or roadway within the Property.

(vii) No Owner shall allow the grass on such Owner's Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(viii) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations, etc.) shall be promptly removed from each Lot and any Improvements thereto as soon as such holiday passes.

6.05 Sidewalks. The Owner of each Lot within the Property shall construct, at the Owner's sole cost and expense, sidewalks on any and all portions of his Lot (or within the right-of-way of any public or private roadway situated directly adjacent to such Lot) which abut and are directly adjacent to any public or private street or roadway within the Property. Such sidewalks shall be constructed in accordance with plans and specifications to be adopted by the ARC (which plans and specifications shall be subject to modification by the ARC at any time and from time to time). Such sidewalks shall be constructed at the time any Building is being constructed on such Lot and must be completed prior to the occupancy of any Building constructed on such Lot. In no event, however, shall Declarant have any obligation or responsibility to construct any sidewalks within any portion of the Property.

6.06 Minimum Building Setback, Square Footage Requirements and Height Restrictions. The District Declaration for each District within the Property shall establish minimum building setback and square footage requirements and height restrictions for each Building to be constructed within such District; provided, however, that in no event shall the minimum square footage requirements for any Building within the Single Family Residential Districts be less than that which is specified in the Master Development Plan. Furthermore, the District Declaration for each District may also contain such other further or different covenants, conditions and restrictions which shall be in addition to all of the covenants, terms, conditions and restrictions set forth in this Master Declaration.

6.07 Soil Erosion and Drainage. Each Owner shall provide and maintain on such Owner's Lot adequate soil erosion protection measures and drainage facilities to accommodate any stormwater runoff resulting from any Improvements being constructed on such Owner's Lot. Each Owner shall also insure that such Owner's Lot and any Improvements thereto are at all times in strict compliance with (a) all soil erosion protection requirements of all applicable Governmental Authorities, including, specifically, all such soil erosion protection measures and requirements of Montgomery County, Tennessee; (b) all stormwater drainage and runoff requirements and regulations of all applicable Governmental Authorities; and (c) all other Governmental Regulations applicable to such Owner or such Owner's Lot, including, without limitation, exercising best management practices in any and all Construction activities on such Owner's Lot and complying in all respects with any watershed plan for the Property attached to and made a part of the Master Development Plan (hereinafter collectively referred to as the "Erosion/Drainage Covenants"). **Each Owner, by acceptance of a deed to such Owner's Lot, shall and does hereby indemnify, defend and agree to hold Declarant, the ARC, the**

Association and their respective agents, employees, officers, directors, shareholders, members and representatives harmless from and against any and all fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees, and any and all other amounts suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which any such person may be made a party by reason of the breach by such Owner of any of the foregoing Erosion/Drainage Covenants or any other violation by such Owner of any Governmental Regulations which are applicable to such Owner, such Owner's Lot or any other portion of the Property.

6.08 Exterior Lighting. All exterior lighting for any Improvements, including, without limitation, free standing lighting and accent lighting, must be approved by the ARC. The Association, through its Board, may adopt rules and regulations requiring that all exterior lighting be turned off after a specified nighttime hour. All lighting shall, to the greatest extent practicable, illuminate only the Lot on which it is located and shall be positioned in such a manner so as, to the greatest extent practicable, not to constitute a nuisance or hazard to any other Lots or Buildings within the Property. **LIGHTING REQUIREMENTS FOR THE PUBLIC SAFETY COMPLEX MAY VARY TO ADDRESS SECURITY AND OTHER NEEDS CONSISTENT WITH ITS USE.**

6.09 Off Street Parking and Roadways.

(a) Adequate off-street parking shall be constructed on each Lot as part of the Improvements thereon. All driveways shall be paved; chert, gravel and loose stone driveways are prohibited.

(b) With respect to each Building constructed on or within any of the Single Family Residential Districts, each Building situated thereon shall provide for off-street parking for at least two (2) automobiles per Building situated thereon. To the extent any Building constructed within any of the Residential Districts contain one or more garages, then (i) such garage doors shall at all times be kept closed except when in use; (ii) no garage shall be converted to any other use other than for the parking of vehicles therein without the approval of the ARC; (iii) the District Declaration for each District within any of the Residential Districts may contain limitations and restrictions which prohibit opening garage doors opening directly onto the front of any public or private streets within the Property; (iv) all automobiles owned or used by the Owner or Occupant of any Building and their respective family members shall be parked in garages to the extent garage space is available; and (v) garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

(c) All curb cuts providing access between any Lot and any public or private roadway within the Property shall be subject to the prior written approval of the ARC.

(d) No portion of any Lot and no drive or roadway constructed within the boundaries of any Lot may be utilized to provide access, ingress to or egress from any property lying outside of the boundaries of the Property without the express prior written consent of the ARC, which consent may be withheld by the ARC in its sole and absolute discretion.

6.10 Satellite Dishes and Antennae. No satellite dishes or radio, telephone (including cellular) or telecommunication antennae, aerials, receivers or similar devices shall be attached to or installed on any Lot or any Improvements thereto or any of the Master Common Areas unless the same has been approved by the ARC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or any Improvements thereto which may interfere with the reception of radio or television signals within the Property. **THE FOREGOING SHALL NOT APPLY TO THE PUBLIC SAFETY COMPLEX.**

6.11 Fences. No fences of any kind or material shall be permitted within the Property except as approved by the ARC; provided, however, that any fences erected by Declarant on the Property shall be permitted and allowed without ARC approval of the same. **THE FOREGOING SHALL NOT APPLY TO THE PUBLIC SAFETY COMPLEX.** Furthermore, the District Declaration for any Lots abutting any lakes on any portion of the Property may require the Owner of each such lot abutting any of the lakes to erect, install and maintain fencing along any portion of his Lot abutting any such lakes, which fencing shall be proscribed and approved by the ARC.

6.12 Windows, Window Treatments and Doors.

(a) No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes on any Building.

(b) With respect to any Building within any Single Family Residential Districts of the Property, (i) no aluminum or metal windows shall be utilized on the front or sides of any Building; (ii) burglar bars or doors (including wrought iron doors) shall not be permitted; (iii) screen doors shall not be used on the front or side of any Building (unless the same is not visible from any public or private streets within the Property); (iv) no aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Building; and (v) appropriate window treatments shall be used on all windows (sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments).

6.13 Mailboxes. Only one (1) mailbox shall be allowed on any Lot in the Single Family Residential Districts. All mailboxes shall be of the type, design, color and location as may be established or approved by the ARC. Mailboxes shall contain only the house number of the Lot or Building, as approved by the ARC, but no further inscription, paintings, ornaments or artistry shall be allowed. In lieu of mailboxes, a kiosk or community mail center may be utilized for any District within the Property, subject to the prior written approval of the same by the ARC. **THE FOREGOING SHALL NOT APPLY TO THE PUBLIC SAFETY COMPLEX.**

6.14 Utility Meters and HVAC Equipment.

(a) All electrical, gas, telephone and cable television meters shall be located on each Lot in the Single Family Residential Districts so as not to be visible from any public or private roadways within the Property. All Owners shall install and maintain landscaping around all such meters and all electrical transformers and junction boxes on such Owner's Lot in a manner to visually screen, to the greatest extent possible, all such meters, transformers and junction boxes

from view from any public or private streets within the Property. No window mounted heating or air conditioning units or window fans shall be permitted on the exterior of any Building.

(b) All exterior heating, ventilating and air conditioning compressor units and equipment for any Improvements constructed on any Lots that are not in the Single Family Residential Districts shall be located either within a wholly enclosed penthouse (equipment room) on top of each Building constructed thereon or on the ground level of each Building constructed thereon in such a location and with an appropriate screen of either walls or landscaping so that the same is not visible from any public or private streets within the Property.

6.15 Outdoor Furniture, Recreational Facilities and Clotheslines. The following shall apply to Lots in the Single Family Residential Districts:

(a) Any yard (exterior) furniture placed, kept, installed, maintained or located on any Lot shall, to the greatest extent practicable, be located so that the same shall not be visible from any public or private streets within the Property. No interior furniture (i.e., sofas, etc.) shall be allowed outside any Building.

(b) Wood piles, free-standing playhouses, children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational equipment and appurtenances on any Lot shall be located so that the same are not visible from any public or private streets within the Property.

(c) Basketball backboards on any Lot shall be located so as not to be visible from any public or private street within the Property. Basketball goal backboards should be of clear Plexiglas or acrylic.

(d) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot unless such clotheslines or other facilities are screened by appropriate landscaping from view from any public or private street within the Property and from any adjacent Lot and Buildings. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

(e) Barbecue grills or other types of outdoor cooking equipment and apparatus on any Lot shall be located only at the rear of a Building and shall not be visible from any public or private street within the Property.

(f) Bird feeders, wood carvings, plaques and other types of homecrafts shall not be permitted in the front or side yards of any Lot nor shall any of the foregoing items be attached to the front or side of any Building. All bird feeders, wood carvings, plaques and other types of homecrafts shall be located only at the rear of a Building and shall not be visible from any public or private street within the Property.

6.16 Pets and Animals. No animals, livestock, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot or Building; provided, however, that (a) not more than two (2) dogs or cats (or a combination of one dog and one cat) may be kept and maintained on each dwelling within the Residential Districts of the Property so long as they are not kept for breeding or commercial purposes and (b) animals which are trained in assisting persons with

disabilities shall be allowed on any portion of the Property. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. All structures or areas for the care, housing or confinement of any pet shall be located at the rear of a Building, shall not be visible from any public or private roadway within the Property and shall be constructed of materials and of a size approved by the ARC. Dogs and cats shall not be allowed to roam unattended within the Property; all dogs shall be kept and maintained within fenced or walled areas on a Lot, as approved by the ARC, or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot of any other Owner and the Owner of such pet shall immediately remove the same. Each Owner shall be liable to the Association for the costs of repairing any damage to the Master Common Areas caused by the pet of such Owner or Occupant. The Board shall have the right from time to time to promulgate rules and regulations governing keeping the pets within the Property, including the right to assess fines for violations of such rules and regulations. **THE FOREGOING RESTRICTIONS ON NUMBER AND TYPES OF PETS SHALL NOT APPLY TO SERVICE ANIMALS USED IN CONNECTION WITH THE PUBLIC SAFETY COMPLEX.**

6.17 Trash, Rubbish and Nuisances.

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any Lot or any portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots within the Property or any other real property in close proximity to the Property. Noxious or offensive activities shall not be carried on in or from any Lot or in any part of the Master Common Areas and each Owner and Occupant shall refrain from any act or use of a Lot or any Improvements thereto which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property or be in violation of any Governmental Regulations. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or other portion of the Property, provided, however, that the foregoing shall not be applicable to any schools or any police, fire or emergency medical/rescue stations located on any Lot owned by any Governmental Authority. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his Lot or on any other portion of the Property shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) With respect to any Lot located within the Residential Districts of the Property (i) trash, garbage and any other refuse or waste shall not be kept on any Lot except in sanitary containers or garbage compactor units; and (ii) trash cans and containers shall at all times be kept at the rear of or inside the Building on such Lot and shall be screened from view from all public and private streets within the Property and from adjacent Lots and Buildings by appropriate landscaping or fencing approved by the ARC.

(c) With respect to any Lot not within the Residential Districts, all outdoor refuse collection areas for each such Lot or any Improvements thereto shall be located in the service area

for such Lot or any Building situated thereon and no trash or refuse collection area shall be maintained within view of any public or private streets within the Property.

(d) Except during initial Construction of Improvements on a Lot, no outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot.

(e) No noxious or offensive activities shall be carried on upon any portion of the Property nor shall anything be done or placed on any part of the Property which is or may become a nuisance or cause any unreasonable disturbance or annoyance to others, including, without limitation, smokestacks, incinerators, waste disposal ponds or lagoons, exterior waste or byproduct holding tanks, grain or feed mills or processing facilities, vegetable or animal oil mills or processing facilities, animal slaughter, packing or other processing facilities, resource recovery or other recycling facilities, smelt or other mineral processing facilities, resource recovery or other recycling facilities, motor vehicle service or maintenance facilities (except as otherwise incident to other permissible uses) or heavy industrial facilities or manufacturing. No use shall be permitted to exist or operate upon any Lot or from any Improvement thereon that:

(i) Emits dust, sweepings, dirt, cinders, fumes, odors, radiation, gases or vapors or which discharges liquid or solid waste or any other harmful matter into the atmosphere or into any stream, river, or any other body of water;

(ii) Produces any intense glare or heat unless such use is performed only within enclosed or screened areas and then only in such manner that the glare or heat emitted will not be discernible from the boundary lines of such Lot;

(iii) Creates a sound pressure level in violation of any regulation of any of the Governmental Authorities or which is offensive and creates a nuisance to any other Owner or Occupant;

(iv) Allows the visible emission of smoke (outside of any Improvement) or allows emissions which would violate any regulation of any of the Governmental Authorities;

(v) Creates a ground vibration that is perceptible, without instruments, at any point beyond the boundary lines of such Lot; or

(vi) Results in the production, generation, transportation, treatment, storage, discharge, disposable or use of any petroleum products or any toxic or hazardous chemical, material, substance, pollutant or waste in such quantities or concentrations which would be regulated by any Governmental Authority or violate any Governmental Regulations.

THE FOREGOING RESTRICTIONS NOT APPLY TO CUSTOMARY USES IN CONNECTION WITH THE PUBLIC SAFETY COMPLEX, INCLUDING BUT NOT LIMITED TO EMISSIONS OF LIGHT AND SOUND.

6.18 Recreational Vehicles and Machinery and Equipment.

(a) Except as expressly provided herein in this subsection, mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts and all-terrain vehicles, lawnmowers, tractors, tools, Construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a wholly-enclosed structure, with roofing and doors, on such Lot, which structure must be approved by the ARC. Notwithstanding the foregoing provision, the temporary parking of (i) automobiles, small pick-up trucks and motorcycles by employees, tenants or invitees of any Owner or Occupant of any Lot while working in any Building situated on any Lot; and (ii) delivery trucks, vans or other vehicles which are making deliveries to any Lots, shall, in each case, be permitted so long as such vehicles park in designated parking spaces and otherwise comply with the terms and provisions of this Master Declaration. Neither the Master Common Areas nor the public or private streets within the Property shall be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment. **THE FOREGOING RESTRICTIONS NOT APPLY RESTRICT THE PARKING OF VEHICLES USED IN CONNECTION WITH THE PUBLIC SAFETY COMPLEX, INCLUDING BUT NOT LIMITED TO VANS, TRAILERS AND OTHER EMERGENCY OR LAW ENFORCEMENT VEHICLES.**

(b) Any vehicle that is inoperable shall be immediately removed from the Property. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot (unless such repair work is conducted solely within a wholly enclosed structure on such Lot) or within any portion of the Master Common Areas.

6.19 Signage. No signs or advertising posters of any kind (other than one (1) "for sale" or "for rent" sign in size and color approved by the ARC) shall be maintained or permitted on any Lot or any Improvements thereto or elsewhere on any portion of the Property without the express written permission of the ARC; provided, however, that during the Construction of any Improvements to a Lot, signage shall be allowed in accordance with the terms and provisions of Section 6.22(b) below. The approval of any signs and posters, including, without limitation, political campaign signs, name and address signs, and Building and monument signage shall be upon such conditions as may from time to time be determined by the ARC. Any other signage, such as neighborhood or entry signage (and landscaping) for the entrance to the Property or to any District, must be approved by the ARC. Notwithstanding anything provided herein to the contrary, Declarant shall have the right (but not the obligation) to construct, erect and maintain on any of the Property owned by Declarant, within any of the Master Common Areas of the Property and within any of the easement areas described in Section 3.06 above, no trespassing signs, traffic control signage, street signage, parking regulation signage, signage identifying the Property and any development thereof as well as any other signage which Declarant may determine to be reasonably necessary or required. **THE FOREGOING RESTRICTIONS NOT APPLY TO CUSTOMARY SIGNAGE IN CONNECTION WITH THE PUBLIC SAFETY COMPLEX.**

6.20 Above or Below Ground Tanks. No exposed above-ground tanks for the storage of fuel, water or any other substances shall be located on any Lot, except as approved by the ARC.

THE FOREGOING RESTRICTIONS NOT APPLY TO THE PUBLIC SAFETY COMPLEX.

6.21 Wells. No private water wells may be drilled or maintained, and no septic tanks or similar sewage facilities may be installed or maintained on any Lot. Only public sewage systems shall be utilized for the discharge of sewage from any Lot or any Improvements thereto.

6.22 Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, treehouse or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot; provided, however, that the foregoing shall not be deemed to prohibit (a) any detached garages or other structures that are approved in writing by the ARC; (b) doghouses, as provided in Section 6.16; (c) Construction trailers utilized during the Construction of any Buildings; and (d) Construction trailers and sales offices of Declarant.

6.23 Construction of Improvements.

(a) During the Construction of any Improvements on a Lot, (i) such Lot and all Improvements thereto shall be maintained in a clean condition, free of debris and waste material; (ii) all unused Construction materials shall be stored, to the extent practicable, out of view from any public or private roadways within the Property; and (iii) all Construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Property at least weekly. Used Construction materials may be burned on-site so long as such burning is conducted at the rear of such Lot and does not create a nuisance to other Owners or violate any Governmental Regulations; in no event, however, shall any used Construction materials be buried on or beneath any Lot or any other portion of the Property. No Owner shall allow dirt, mud, gravel or other substances originating from such Owner's Lot to collect or remain on any public or private street within the Property.

(b) During the initial Construction of any Building on a Lot, up to two (2) signs, in size and color to be approved by the ARC, may be posted on a Lot at a height not to exceed five (5) feet from the ground level advertising the Lot thereon for sale or containing information identifying the builder or contractor of such Building. No other signage, banners, flags or advertising posters shall be allowed on any portion of the Property. No signage shall be attached, nailed or otherwise adhered to any tree or other plant life on a Lot.

(c) No Construction trucks, equipment or machinery, including any trailers used for the transportation of Construction equipment or machinery, shall be parked overnight on any public or private streets or roads within the Property. Upon completion of Construction of any Improvements on a Lot, all Construction machinery, tools and equipment, all unused Construction materials and all trash, debris and rubbish shall be immediately removed from the Lot and such Lot shall be kept and maintained in a clean and uncluttered condition.

(d) All Improvements shall be constructed in compliance with all applicable Governmental Regulations. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Regulations all necessary permits and licenses and otherwise paying all

required fees for the Construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with all applicable watershed protection, soil erosion and other Governmental Regulations, both during and after completion of Construction of any Improvements on such Owner's Lot.

6.24 Subdivision and Interval Ownership. Except as otherwise provided to the contrary in Section 2.05 above, no Lot may be subdivided or re-subdivided without the prior written approval of the ARC. No Lot or any Improvements shall be sold or owned under any time-sharing, time-interval, short term rental arrangements such as Airbnb or VRBO or similar right-to-use programs, , provided, however, that the foregoing shall not prohibit the use of the condominium form of ownership of any Building. Only one (1) dwelling unit may be constructed, erected, placed or maintained on each Lot within the Single Family Residential Districts of the Property.

6.25 Disclaimer and Release of Liability. THE OWNER OF ANY LOT ABUTTING ANY LAKE WITHIN THE PROPERTY, FOR ITSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF A DEED TO SUCH LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE DECLARANT, THE ARC, THE ASSOCIATION AND EACH GOVERNMENTAL AUTHORITY (INCLUDING, SPECIFICALLY, MONTGOMERY COUNTY, TENNESSEE) AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO THE LAKES BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF THE LAKES WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE PROPERTY OR ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY LAKES TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, THE OWNER OF EACH LOT ABUTTING ANY LAKE, FOR THEMSELVES, THEIR OCCUPANTS, INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT (a) NEITHER DECLARANT, THE ARC, THE ASSOCIATION, ANY GOVERNMENTAL AUTHORITY NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE LAKES, (b) THE USE OF THE LAKES BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES,

ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE LAKES AND (c) NEITHER DECLARANT, THE ASSOCIATION, THE ARC, ANY GOVERNMENTAL AUTHORITY NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY OF THE LAKES. MONTGOMERY COUNTY MAY NOT WAIVE OR LIMIT LIABILITY AS A MATTER OF LAW. AS SUCH AS LONG AS THE PUBLIC SAFETY COMPLEX IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES, THE OWNER THEREOF SHALL NOT BE NOT SUBJECT TO ANY WAIVER IN THIS OR IN ANY OTHER PROVISIONS OF THIS MASTER DECLARATION.

6.26 Swimming Pools and Tennis Courts. No swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools or tennis courts may be constructed, installed and maintained on any Single Family Residential Lot without the prior written approval of the plans for the same by the ARC.

6.27 Traffic Regulations. All vehicular traffic on the private streets and roads, if any, within the Property shall be subject to the applicable provisions of the laws of the State of Tennessee and any other city or county having jurisdiction thereof concerning operation of motor vehicles on public streets. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting reasonable safety measures and speed limits for any of the private roads within any portion of the Property. The Board of the Association shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof.

6.28 Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Lot designated for residential purposes or upon the Master Common Area or any portion thereof without the prior approval of the Board. Special Use Parcels or areas in which a mix of business and residential purposes are appropriate shall be governed by the provisions of any Supplemental Declaration or District Declaration covering such portions of the Development. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Property, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a residential Lot, the Board shall be provided with detailed information on (a) the type of trade or business; and (b) the activities related thereto that could potentially affect the Property. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

6.29 Models; Sales and Management Offices. Declarant reserves for itself and its successors and assigns the right to maintain one or more sales offices, management offices and an unlimited number of models within the Residential Districts. These facilities may be located on

any Lot, in Declarant's sole determination, and may be relocated from time to time at Declarant's discretion. The sales offices, management offices and models may be owned by different entities, including builders and other entities which may be related or unrelated to Declarant. Declarant and its permitted assigns may maintain signs on the Common Areas and on the sales offices, management offices and models for advertising purposes.

6.30 Commercial Use of Images. Declarant shall have, without limitation, the following rights:

(a) The exclusive right to grant permission for the Common Areas to be photographed, sketched, painted or otherwise reproduced for promotional, publishing, trademark or commercial use (including, without limitation, its use as a background for the display of fashions or other goods); and

(b) The right to grant permission for similar reproduction of the exteriors of any other part of the Property and any Lots and Improvements thereto which can be viewed from streets, alleys or Common Areas. Such exteriors may be reproduced without the consent of, or payment to, the Owner of such Lot, but the above right is not intended to prevent any Owner from granting independent reproduction rights for any Lot and any Improvements thereto owned exclusively by that Owner, in which case the consent of Declarant shall not be required.

The exercise of the rights set forth in this Section shall not interfere with normal and customary rights of architects as to structures designed by them. Declarant may collect a fee for its consent to the use of Common Areas or images thereof or for the providing of support services to photographers or others.

6.31 Trademark. The name "Marcelina" is a registered tradename owned by Declarant. An Owner may use the name "Marcelina" to describe the location of a home or business, and may advertise a business as being located "in Marcelina." If requested by Declarant, any such Owner shall accompany such business use with a symbol or explanation concerning trademark or service mark registration of the name "Marcelina." Owners may not use the name "Marcelina" in any other manner without the express permission of Declarant, which may be arbitrarily denied.

6.32 Variances. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to the provisions of Article V above and this Article VI with respect to any Lots and any Improvements thereto. Any variance request submitted to the ARC shall be in writing, must be approved by both the ARC and, upon approval of the same by the ARC shall be evidenced by a written variance which may be executed by either the chairman or vice-chairman of the ARC.

6.33 Enforcement and Remedies. In the event any of the provisions of this Article VI are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Association and the ARC shall each have the right, at their option, to exercise any of the rights and remedies set forth in Article XI below.

6.34 No Indemnity by Montgomery County. Notwithstanding anything herein otherwise, Montgomery County, Tennessee shall not be obligated to indemnify any party for any purpose herein.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.01 Responsibilities of Owners.

(a) Each Owner shall be responsible for maintaining such Owner's Lot and all Improvements thereto and all landscaping thereon in a neat, clean and sanitary condition. No exterior changes, or alterations shall be made to any Lot or any Improvements thereon without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC. All areas of any Lot that are not improved by the Construction of Improvements thereon shall at all times be maintained by the Owner thereof in a fully and well-kept landscaped condition utilizing ground cover and/or shrubbery and trees. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot and properly disposed of outside of the Property.

(c) No Owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of or the landscaping or grounds of such Owner's Lot unless such decoration, change or alteration is first approved, in writing, by the ARC.

7.02 Responsibilities of Association.

(a) The Association shall maintain and keep in good repair and condition all portions of the Master Common Areas. The Association shall not be liable for injuries or damage to any person or property (i) caused by the elements, acts of God or any Owner or other person; (ii) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property caused by rain or other surface water which may leak or flow from any portion of the Master Common Area onto a Lot; or (iii) resulting from thief, burglary or other illegal entry onto the Property or any Lot thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities.

(b) In the event that the Board of the Association determines that (i) any Owner has failed or refused to discharge properly such Owner's obligations with regard to the maintenance, cleaning, repair or replacement of items for which such Owner is responsible hereunder; or (ii) any maintenance, cleaning, repair or replacement for which the Association is responsible hereunder is caused by the willful or negligent act of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees or contractors, and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, in either event, the Association, in addition to the exercise of any of the rights and remedies set forth in this Master Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fourteen (14) days after the giving of such notice by the Association within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fourteen (14) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, then the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an Individual Assessment to such Owner and shall be subject to the lien and foreclosure rights granted pursuant to Section 8.10 below.

7.03 Responsibility of District Associations.

(a) The Association shall have no responsibility or obligation of any nature to maintain or otherwise take any action with respect to any of the Exclusive Areas within any particular District. All Exclusive Areas within each District shall be maintained by the District Association established pursuant to the District Declaration for such District.

(b) In the event that the Board of the Association determines that any District Association has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items that constitute any portion of the Exclusive Areas within that District for which such District Association is responsible, then the Association may, but without any obligation to do so, give such District Association written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such District Association, and setting forth in responsible detail what action is deemed necessary to correct the same. Except in the event of emergency situations, such District Association shall have fourteen (14) days after the giving of such notice by the Association within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fourteen (14) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of an emergency situations or the failure by any District Association to comply with the provisions hereof after such notice, then the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement of any of the Exclusive Areas within a District at the sole cost and expense of the

Owners of any and all Lots within such District and said costs shall be a personal obligation of the Owner of each Lot with the District for which the District Association thereof has failed to timely act as required by this subsection, shall constitute an Individual Assessment to each Owner and shall be subject to the lien and foreclosure rights granted pursuant to Section 8.10 below.

ARTICLE VIII

ASSESSMENTS

8.01 Assessments and Creation of Lien. Each Owner (other than the Owner of the Public Safety Complex as long as the same is owned by Montgomery County and used for civic purposes), by acceptance of a deed to a Lot or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Master Declaration, is hereby deemed to covenant and agree to pay to the Association (a) Annual Assessments, as established and to be collected as provided in Section 8.03 below; (b) Special Assessments, to be established and collected as provided in Section 8.04 below; and (c) Individual Assessments, which are established or assessed pursuant to Section 8.05 hereof. **NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE PUBLIC SAFETY COMPLEX OR THE OWNER OF THE PUBLIC SAFETY COMPLEX BE SUBJECT TO ANY FEES OR ASSESSMENTS, HOWEVER CHARACTERIZED, UNDER THIS MASTER DECLARATION AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.** All Assessments, together with late charges and interest at the Applicable Rate and all court costs and attorneys' fees incurred by the Association to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon each Lot and all Improvements thereto for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 8.10(c) below. Each Owner shall be personally liable for the payment of all Assessments coming due while such Owner is the Owner of a Lot and such Owner's grantee shall take title to such Lot or any interest therein subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from the grantor any amounts paid by such grantee to the Association that were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, court costs and attorneys' fees incurred with respect thereto by the Association shall also be a personal obligation of the party who was the Owner of the Lot at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. All Assessments shall be paid in such manner and on such dates as may be fixed by the Board of the Association. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot, any of the Master Common Areas or any other portion of the Property or any other cause or reason of any nature.

8.02 Rate of Assessments.

(a) Both Annual Assessments and Special Assessments, as described in Sections 8.03 and 8.04 below, shall be assessed against each Lot as follows:

(i) Each Lot within the High Density Residential Districts shall pay Annual Assessments and Special Assessments as follows:

(A) Prior to completion of Buildings, each Owner of a Lot within the High-Density Residential Districts shall pay Annual Assessments and Special Assessments at a uniform rate, with the Owner of each Lot within the High-Density Residential Districts of the Property being required to pay a pro rata portion of such Annual Assessments and/or Special Assessments levied by the Board against all Lots within the High-Density Residential Districts, as determined by a fraction, the numerator of which shall be the total gross acreage of all Lots owned by such Owner within the High-Density Residential Districts and the denominator of which shall be the total gross acreage of all Lots within the High-Density Residential Districts at the time such Annual Assessment or Special Assessment is levied.

(B) After completion of a Building on a Lot, each Owner of Lot within the High-Density Residential Districts shall pay Annual Assessments and Special Assessments at a uniform rate, with such the Owner being required to pay a pro rata portion of such Annual Assessments and/or Special Assessments levied by the Board against all Lots within the High-Density Residential Districts, as determined by a fraction, the numerator of which shall be the total number of residential units ("Units") within each of the High-Density Residential Districts owned by an Owner within the High-Density Residential Districts and the denominator of which shall be the total number of all Units within all High-Density Residential Districts at the time such Annual Assessment or Special Assessment is levied.

(ii) Each Lot within the Single Family Residential Districts shall pay Annual Assessments and Special Assessments at a uniform rate, with the Owner of each Lot within each of the Single Family Residential Districts being required to pay a pro rata portion of such Annual Assessments and/or Special Assessments levied by the Board against all Lots within the Single Family Residential Districts, as determined by a fraction, the numerator of which shall be the total number of Lots owned by an Owner within the Single Family Residential Districts and the denominator of which shall be the total number of all Lots within all Single Family Residential Districts at the time such Annual Assessment or Special Assessment is levied.

(iii) Each Lot within the Main Street District of the Property shall pay Annual Assessments and Special Assessments at a uniform rate, with the Owner of each Lot within the Main Street District being required to pay a pro rata portion of such Annual Assessments and/or Special Assessments levied by the Board against all Lots within the

Main Street District, as determined by a fraction, the numerator of which shall be the total gross acreage of all Lots owned by such Owner within the Main Street District and the denominator of which shall be the total gross acreage of all Lots within the Main Street District of the Property at the time such Annual Assessment or Special Assessment is levied. **NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE PUBLIC SAFETY COMPLEX OR THE OWNER OF THE PUBLIC SAFETY COMPLEX BE SUBJECT TO ANY FEES OR ASSESSMENTS, HOWEVER CHARACTERIZED, UNDER THIS MASTER DECLARATION AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.**

(b) Notwithstanding anything provided in Section 8.02(a) above to the contrary, in the event any Additional Property is added to the Property, then the Lots within the Additional Property shall be subject to the same Annual or Special Assessments then being paid by the Owners of all Lots within the applicable District for which such Additional Property is zoned under the Master Development Plan (or if such Additional Property is not subject to the Master Development Plan, then, Declarant, in its sole and absolute discretion, shall determine the District classification for such Additional Property), subject to proration for the actual number of days remaining in the year in which such Additional Property was added to the Property.

(c) Each Owner of a Lot (other than the Owner of the Public Safety Complex as long as the same is owned by Montgomery County and used for civic purposes), by acceptance of a deed or other instrument conveying any interest therein, does hereby acknowledge and agree that the Annual Assessments and Special Assessments payable by such Owner are subject to change, modification, increase or decrease, respectively, in the event (i) any property within any District is rezoned or becomes part of another District (as determined by Declarant, in its sole discretion); (ii) any Additional Property is added to the Property; and (iii) any portion of the Property becomes Master Common Areas.

8.03 Computation of Annual Assessments.

(a) The Board of the Association shall determine and approve annually an annual budget covering the estimated Common Expenses for the Property for the upcoming year, such budget to include (i) a capital contribution or reserve account if necessary for the capital needs of the Association; and (ii) the amount of Annual Assessments payable by all Districts within the Property. The amount set forth in such budget shall constitute the aggregate amount of Annual Assessments for the then applicable year for all of the Property and each Owner (other than the Owner of the Public Safety Complex as long as the same is owned by Montgomery County and used for civic purposes) shall pay its pro rata share of the same as provided in Section 8.02 above. As used herein, the term "Annual Assessments" with respect to each Lot shall mean the pro rata portion of Common Expenses payable each calendar year by each Owner in accordance with the provisions of Section 8.02 above. A copy of the budget setting forth the amount of Annual Assessments payable by each District within the Property and the amount to be levied against each Lot within each District of the Property for the following year shall be delivered to each Owner. **NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE PUBLIC SAFETY COMPLEX OR THE OWNER OF THE PUBLIC**

SAFETY COMPLEX BE SUBJECT TO ANY FEES OR ASSESSMENTS, HOWEVER CHARACTERIZED, UNDER THIS MASTER DECLARATION AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.

(b) If any budget or the amount of Annual Assessments collected by the Association at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of the Association and all Common Expenses, then the Board may call a meeting of the Association for the purpose of approving Special Assessments as provided in Section 8.04 below. If the actual amount of Annual Assessments collected in any one year exceeds the actual costs incurred for Common Expenses for such year, the excess shall be retained by the Association as a reserve for subsequent years' Common Expenses.

(c) The Common Expenses to be funded by the Annual Assessments may include, but shall not be limited to, the following:

(i) Salaries, fringe benefits and other compensation paid and out-of-pocket expenses reimbursed by the Association for its employees, agents, officers, members of the Board and any third party contractors;

(ii) Management fees and expenses of administration, including legal and accounting fees, incurred by the Association;

(iii) Utility charges for any utilities serving any of the Master Common Areas and charges for other common services for all of the Property, including, without limitation, trash collection and security services;

(iv) The costs of any insurance policies purchased for the benefit of the Association as required or permitted by this Master Declaration, including, without limitation, fire, flood and other hazardous coverage, public liability coverage and such other insurance coverage as the Board determines to be in the best interest of the Association, including errors and omissions insurance, directors and officers liability insurance and any other liability insurance coverage for the benefit of the Association, the members of the Board, the ARC, any officers, employees, agents or representatives of the Association or the ARC;

(v) Expenses of maintaining, operating and repairing any other amenities and facilities serving the Property including, without limitation, any medians within, and any other areas adjacent to or within, the rights-of-way of any public or private roadways within the Property or any public or private roadways which are immediately adjacent to the Property (other than such areas which are located solely within the boundaries of a specific District and constitute Exclusive Areas of such District), which the Board in its sole discretion, determines from time to time would be in the best interest of the Association to so maintain, operate and/or repair;

(vi) Ad valorem real and personal property taxes assessed and levied upon any of the Master Common Areas;

(vii) All other fees, costs and expenses incurred by the Association in accordance with the terms and provisions of this Master Declaration or which the Board, in its sole discretion, determines to be appropriate to be paid by the Association, including, without limitation, taxes and governmental charges not separately assessed against Lots; and

(viii) The establishment and maintenance of a reasonable reserve fund or funds (A) for inspections, maintenance, repair and replacement of any portions of the Master Common Areas for which the Association is responsible to inspect, maintain, repair or replace on a periodic basis; (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds; and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid Annual Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

8.04 Special Assessments. In addition to the Annual Assessments authorized in Section 8.03 above and the Special Assessments authorized in Sections 9.01(b) and 9.03(a)(i) below, the Board of the Association may levy at any time Special Assessments for Common Expenses or any extraordinary costs incurred by the Association. As used herein, the term "Special Assessments" shall mean those Assessments made to all Owners pursuant to this Section 8.04 or Sections 9.01(b) and 9.03(a)(i). The Board may make such Special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said Special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 8.02 above. **NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE PUBLIC SAFETY COMPLEX OR THE OWNER OF THE PUBLIC SAFETY COMPLEX BE SUBJECT TO ANY FEES OR ASSESSMENTS, HOWEVER CHARACTERIZED, UNDER THIS MASTER DECLARATION AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.**

8.05 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners which are incurred by the Association as a result of (a) the failure of any Owner or Occupant, or the respective family members, agents, guests, servants, employees, invitees or contractors of any Owner or Occupant, to at all times observe and perform their respective duties and obligations under this Master Declaration shall be specially assessed against such Owners and their respective Lots; and (b) the breach, default or failure of any District Association to properly maintain any Exclusive Areas within the District for which it was organized, shall be specifically assessed against the Owners of all Lots within that particular District (collectively, "Individual Assessments"). The Individual Assessments provided for in this Section 8.05 shall be levied by the Board and the amount and due date of such Assessment shall be specified by the Board in a notice to such Owner. The provisions of this Section 8.05 shall apply, without limitation, to any Individual Assessments levied pursuant to Sections 7.02(b) and 7.03(b) above and Article XI below.

8.06 Date of Commencement of Assessments. The Annual Assessments and Special Assessments provided for herein shall commence as to each Lot on the day on which such Lot is

conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board of the Association, subject to proration for the remainder of the then calendar year in which such Lot was conveyed to a person other than Declarant. Annual Assessments and Special Assessments for Lots within any portion of the Additional Property hereafter submitted to the terms of this Master Declaration shall commence with respect to each such Lot on the date on which such Lot is conveyed to a person other than Declarant, subject to proration and adjustment according to the number of months then remaining in the calendar year of the Association in which such Additional Property was added to the terms of this Master Declaration. Notwithstanding anything provided herein to the contrary, Declarant shall have no responsibility or obligation of any nature for the payment of any Annual Assessments, Special Assessments or Individual Assessments with respect to any Lots owned by Declarant or any of its affiliates.

8.07 Start-up Assessment. Each District shall cause any Lot Owner who takes title to a Lot pay to the Master Association at closing a start-up assessment fee in an amount established by the Board from time to time (the "Start-up Assessment"). This one-time Start-up Assessment shall be in addition to and not a prepayment of the regular Assessments provided for above. The Declarant may, by Supplemental Declaration, District Declaration, contract, or otherwise, exempt certain properties from the Start-Up Assessment, limit the payment of the Start-Up Assessment to certain transactions, or otherwise alter the general obligations set forth hereunder. If a Supplemental Declaration or District Declaration fails to provide for payment of a Start-Up Assessment, or if a District fails to collect Start-Up Assessments, the Master Association may directly collect such Start-Up Assessments from the Owner of any Lot.

8.08 Transfer Assessment. The Board may establish an Assessment to be paid by the purchaser of any Lot within the Property on transfer or conveyance of such Lot from time to time (the "Transfer Assessment"). The amount of such Transfer Assessment shall be established by the Board from time to time. The Transfer Assessment shall not be due on any closing of a Lot in which the Start-Up Assessment is paid. The Declarant may, by Supplemental Declaration, District Declaration, contract, or otherwise, exempt certain properties from the Transfer Assessment, limit the payment of the Transfer Assessment to certain transactions, or otherwise alter the general obligations set forth hereunder. If a Supplemental Declaration or District Declaration fails to provide for payment of a Transfer Assessment, or if a District fails to collect Transfer Assessments, the Master Association may directly collect such Transfer Assessments from the Owner of any Lot.

8.09 Administrative Fee. In addition to the Start-Up Assessment and Transfer Assessment, the Board may establish an administrative fee that the purchaser of any Lot within the Property shall be obligated to pay. The purpose of the Administrative Fee is to pay for the administrative expenses of the Master Association or its agent resulting from the change in Lot ownership.

8.10 Effect of Non-Payment; Remedies of the Association.

(a) Each Owner of a Lot (other than Declarant and the Owner of the Public Safety Complex as long as the same is owned by Montgomery County and used for civic purposes) is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for

herein. In the event any Assessments or any portions thereof are not paid when due, the same shall be subject to a late charge in an amount determined from time to time and uniformly applied by the Board. In the event any Assessments or any portion thereof are not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessments shall accrue at the Applicable Rate from and after the thirtieth (30th) day from the due date until the same is paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all attorneys' fees, court costs and all other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot for Assessments shall also include all late charges, interest at the Applicable Rate and all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(b) In the event any Assessments are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board or through any of its officers or authorized representatives, may undertake any or all of the following remedies:

(i) The Association may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Assessments and any such judgment rendered in any such action shall include the late charge and interest at the Applicable Rate, together with attorneys' fees, court costs and all other expenses paid and incurred by the Association in collecting such unpaid Assessments; and/or

(ii) The Association may enforce the lien created pursuant to Sections 8.01 and 8.10(c) hereof in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot (other than the Public Safety Complex as long as the same is owned by Montgomery County and used for civic purposes), with power of sale, which secures the payment to the Association of any and all Assessments levied against or upon such Lot, all late charges, interest at the Applicable Rate on the unpaid portion of such Assessments and all attorneys' fees, court costs and all other expenses paid or incurred by the Association in collecting any Assessments. If any portion of the Assessments remain unpaid for more than sixty (60) days after the due date of the same, then the Association, through its Board or any officer or authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Association may foreclose its lien in the same manner as a foreclosure of a deed of trust on real property under the laws of the State of Tennessee, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot and any Improvements thereto. Each Owner, by acceptance of a deed to any Lot and any Improvements thereto, shall be deemed to (i) grant to and vest in the Association and its agents, the right and power to exercise the power of sale granted herein and foreclose the lien created herein; (ii) grant to and vest in the Association and its agents the right and power to bring all actions against such Owner personally for the

collection of all amounts due from such Owner; (iii) expressly waive any objection to the enforcement and foreclosure of the lien created herein; and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

(d) In addition the rights and remedies granted to the Association pursuant to this Article VIII, in the event any Assessments are not paid by any Owner when the same come due, then the Association, acting through the Board shall have the right and power to suspend an Owner's right to vote in the Association, which suspension of rights shall continue until such time as all Assessments due and owing by such Owner to the Association have been paid in full.

(e) The Association, by execution hereof, covenants and agrees to enforce, as agent of Declarant (and its successors and assigns), the Individual Assessments established pursuant to Section 7.03(b) hereof and to pay to Declarant (and its successors and assigns) all amounts collected by the Association as agent of Declarant pursuant to the terms and provisions of Section 7.03(b).

8.11 Priority of Lien. The lien for Assessments authorized herein with respect to any Lot and any Improvements thereto is and shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of real estate taxes, and (b) liens for all indebtedness secured by a Mortgage held by a Mortgagee except to the extent of outstanding assessments secured by the Association's lien prior to the recordation of such Mortgage. When a Mortgagee whose lien has priority over the Association's lien exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot and any Improvements thereto, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for the then unpaid portion of any Assessments incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Mortgagee was recorded in the Register's Office prior to the Association initiating foreclosure pursuant to Section 8.07(c) above; but (b) be liable for all Assessments and other charges levied, assessed or incurred with respect to such Lot and any Improvements thereto from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot has been foreclosed from the personal obligation to pay all Assessments levied, assessed or incurred by the Association, and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by Mortgagee on such Owner's Lot.

8.12 Estoppel Certificates. Upon the written request of any Owner, any Person with, or intending to acquire, any right, title or interest in the Lot of such Owner (including a Mortgagee), or any lessee of an entire Lot, the Association shall furnish, within fourteen (14) days of written request, a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association and then unpaid with respect to such Lot and/or the Owner thereof and setting forth the amount of any assessment levied against such Lot and/or the Owner thereof which is not yet due and payable and stating whether or not there is any default of such Owner. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association to establish that for all purposes that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Lot

and/or the Owner thereof. The Association may impose a reasonable charge for issuance of such certificate as may from time to time be adopted by the Board.

8.13 Public Safety Complex. FOR AVOIDANCE OF ANY MISUNDERSTANDING, NOTWITHSTANDING ANYTHING PROVIDED IN ARTICLE XIII HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE PUBLIC SAFETY COMPLEX OR THE OWNER OF THE PUBLIC SAFETY COMPLEX BE SUBJECT TO ANY FEES OR ASSESSMENTS, HOWEVER CHARACTERIZED, UNDER THIS MASTER DECLARATION AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.

ARTICLE IX

CASUALTY, CONDEMNATION AND INSURANCE

9.01 Damage or Destruction to Master Common Areas.

(a) In the event of any damage or destruction to any of the Master Common Areas by fire or other casualty, then, subject to the terms and provisions of this Article IX, the Association shall promptly repair, replace and restore the damaged portions of the Master Common Areas to the condition to which they existed immediately prior to such fire or other casualty.

(b) Notwithstanding anything provided in Section 9.01(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient to fully repair, replace and restore the damaged portions of the Master Common Areas, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association may levy a Special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same, which such Special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs necessary to repair, replace or restore the Master Common Areas to the condition as existed immediately prior to such fire or other casualty. Any and all insurance proceeds received by the Association on account of any damage to or destruction of any of the Master Common Areas or any sums paid to the Association under or by virtue of such Special Assessments shall be held by and for the benefit of the Association and shall be disbursed by the Association in payment for the costs of such repair or restoration in such manner as may be determined by the Board of the Association. In no event shall the Owner or Mortgagee of any Lot be entitled to any portion of the proceeds of insurance payable as a result of the damage to or destruction of any portion of the Master Common Areas.

9.02 Damage or Destruction to Lots or Improvements. In the event of any fire or other casualty which damages or destroys any portion of any Lot or any Improvements thereto, then the Owner of such damaged Lot or Improvements shall promptly repair and otherwise restore such Lot and all Improvements thereto to the condition to which the same existed immediately prior to such fire or other casualty; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in Article V above and all

Governmental Regulations. Any such restoration or repair shall be commenced within one hundred eighty (180) days following the occurrence of such fire or other casualty.

9.03 Condemnation of Master Common Areas.

(a) In the event of the taking of all or any portion of any of the Master Common Areas as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then the award from such taking or sale in lieu thereof shall be paid to the Association and shall be disbursed or held as follows:

(i) To the extent the Master Common Areas subject to such taking can either be restored or replaced, then, to the extent practicable, the Board of the Association is hereby empowered, authorized and directed to take such action, including the purchase of any remaining lands within the Property or the utilization of any other Master Common Areas within the Property, to restore, rebuild or replace, as the case may be, those portions of the Master Common Areas subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association may levy a Special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same, which such Special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs of repair, restoration or reconstruction; and

(ii) To the extent the Master Common Areas subject to such taking cannot be restored or replaced or additional lands within the Property cannot be purchased by the Association in order to repair, replace or restore the Master Common Areas so taken or if the Board of the Association shall determine that the portions of the Master Common Areas so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Association.

(b) If any such taking or sale in lieu thereof includes all or any part of a Lot or any Improvements thereto and also includes any part of the Master Common Areas, then the award from such taking shall be equitably apportioned and such award shall be disbursed separately to the Association and to the Owners so affected by such taking.

(c) If any such taking or sale in lieu thereof includes all or any part of a Lot and also includes any part of the Common Areas, then the award from such taking shall be equitably apportioned in accordance with the decision of a court of competent jurisdiction and such award shall be disbursed separately to the Master Association and to the Owners so affected by such taking; provided, however, that the Owners of any Lot which is subject to any such taking and the Board may mutually agree on the amount of such apportionment, which mutual agreement shall be binding on all Owners.

9.04 Condemnation of Lots or Improvements. In the event that all or any portion of a Lot or any Improvements thereto is taken as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then, to the

extent practicable, the Owner of such Lot shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot and any Improvements thereto, as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth in Article V above and all Governmental Regulations. In the event the restoration of such Lot and any Improvements thereto is impracticable or would otherwise violate any of the terms and provisions of this Master Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements thereon in a clean, orderly, safe and sightly condition.

9.05 Insurance. Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title and all other types of insurance with respect to such Owner's Lot and all Improvements situated thereon. Each Owner, by acceptance of a deed to or other conveyance of any interest in a Lot, does hereby waive and release the Association, the ARC and Declarant and their respective agents, employees, representatives, partners, shareholders, members, officers and directors from any and all liabilities or responsibilities or any other claim by or through such Owner, by way of subrogation or otherwise, for any loss or damage covered by (or which should be covered by) causes of loss – special form property insurance, or its equivalent (or for single family residences, homeowner's insurance coverage) even if such loss or damage is caused by the fault or negligence of the Association, the ARC, Declarant or any of their respective agents, employees, representatives, partners, shareholders, members, officers and directors.

9.06 Public Safety Complex. **FOR AVOIDANCE OF ANY MISUNDERSTANDING, NOTWITHSTANDING ANYTHING PROVIDED IN ARTICLE XIII HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE PUBLIC SAFETY COMPLEX OR THE OWNER OF THE PUBLIC SAFETY COMPLEX BE SUBJECT TO ANY FEES OR ASSESSMENTS, HOWEVER CHARACTERIZED, UNDER THIS MASTER DECLARATION AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.**

ARTICLE X

TERM AND AMENDMENTS

10.01 Term. The terms, covenants, conditions and restrictions set forth in this Master Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of ninety-nine (99) years from and after the date hereof, after which time this Master Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after ninety-nine (99) years from the date hereof, an agreement approved by at least seventy-five percent (75%) of all Districts within the Property agreeing to terminate or modify this Master Declaration has been recorded in the Register's Office; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

10.02 Amendments.

(a) Until the occurrence of the Turnover Date, Declarant may amend this Master Declaration by a written instrument filed and recorded in the Register's Office without obtaining the consent or approval of any Owner, Mortgagee or District Association. Notwithstanding anything provided in this Section 10.02(a) or in Section 10.02(b) below to the contrary, Declarant shall have the right, at its option and without any requirement that the consent or approval of any Owners or District Associations be obtained, to (i) to add Additional Property to the Master Declaration and amend this Master Declaration in the manner provided in Section 2.02 above; (ii) subdivide and resubdivide any of the Property and amend Exhibit A hereto as a result thereof in the manner provided in Section 2.05 above; (iii) modify and amend the zoning classification and classification of any of the Property within any of the Districts in the manner provided in Section 2.07 above; and (iv) otherwise modify and amend this Master Declaration in any respect; provided, however, that any amendments hereto which would result in the Public Safety Complex being subject to any Assessments when it is owned by Montgomery County and used for civic purposes must be approved by the then Owner of the Public Safety Complex.

(b) Amendments to this Master Declaration after the Turnover Date may be proposed and adopted only by the affirmative vote of (i) fifty-one percent (51%) of all of the Districts within the Property; and (ii) Declarant; provided, however, that any amendments hereto which would result in the which would result in the Public Safety Complex being subject to any Assessments when it is owned by Montgomery County and used for civic purposes must be approved by the then Owner of the Public Safety Complex. Any other attempt to amend this Master Declaration shall be deemed null and void. Any amendments which have been approved in accordance with the provisions of this Section 10.02 shall be executed by all parties whose consent to the same has required; provided, however, that the sworn statement of the president of the Association or by the chairman of the Board stating unequivocally that the agreement of the requisite number of votes in the Association was lawfully obtained may be attached to and incorporated into such Amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Register's Office.

(c) **FOR AVOIDANCE OF ANY MISUNDERSTANDING, THE PUBLIC SAFETY COMPLEX IS NOT SUBJECT TO ANY MODIFICATION, AMENDMENT, ALTERATION, REVISION OR CHANGE BY DECLARANT AS LONG AS THE SAME IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES.**

ARTICLE XI

ENFORCEMENT AND REPURCHASE OPTION

11.01 Authority and Enforcement. In addition to the rights and remedies provided in Article VIII above, in the event any Owner or Occupant or their respective agents, contractors or invitees, violates any of the provisions of this Master Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations adopted by the Board of the Association from time to time, the Association and the ARC shall each, jointly and severally, have the power and right, at their option, to (a) enjoin such violation or noncompliance; and/or (b) through their respective

designated agents, employees, representatives and independent contractors, enter upon such Lot and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Association or the ARC in enforcing any of the provisions of this Master Declaration, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred in extinguishing or correcting such violation or breach, shall be paid by such Owner who has violated or breached any of the provisions of this Master Declaration and all such costs shall be deemed an Individual Assessment pursuant to Section 8.05 above. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Association and the ARC set forth herein shall not be deemed to be exclusive of any other rights or remedies which may be exercised by any of them either at law or in equity in the event of any violation or breach by any Owner or Occupant of any of the terms or provisions of this Master Declaration.

11.02 Repurchase Option.

(a) In the event (i) any Owner desires to sell, transfer or convey the Owner's Lot to any third party prior to the completion of a Building thereon; or (ii) any Owner fails to commence Construction of Improvements to such Owner's Lot within eighteen (18) months from the date on which such Lot was transferred and conveyed by Declarant to such Owner, then Declarant does hereby reserve and retain the option to repurchase such Lot (collectively, the "Repurchase Option") in accordance with the terms and provisions set forth below. As used herein, the term "commence Construction" shall mean (A) providing to the ARC, within eighteen (18) months from the date an Owner purchases and acquires such Owner's Lot from Declarant, all plans, specifications and other items required to be submitted to the ARC pursuant to the terms and provisions of Section 5.05 of this Master Declaration; and (B) the commencement by such Owner of Construction of Improvements on such Lot by substantially clearing, grading and excavating such Owner's Lot on or before eighteen (18) months from the date such Owner acquired such Lot from Declarant.

(b) In the event the Owner of any Lot desires to sell, transfer or convey such Owner's Lot to any third party prior to the completion of a Building thereon, then such Owner shall provide written notice of such desire to Declarant, and Declarant shall, on or before thirty (30) days after receipt of such notice from such Owner, have the right to exercise the Repurchase Option in accordance with the terms and provisions set forth in this Section 11.02. In the event Declarant fails to exercise the Repurchase Option by notifying such Owner within thirty (30) days of its receipt of such Owner's notice to Declarant of such Owner's intent to sell, then the Repurchase Option reserved pursuant to this Section 11.02 shall be deemed null and void with respect to any sale by such Owner of such Owner's Lot at any time thereafter; provided, however, that the purchaser or transferee of such Owner's Lot shall, to the extent such purchaser or transferee desires to resell such Lot prior to the completion of a Building thereon, be bound by all of the terms and provisions of this Section 11.02.

(c) In the event any Owner fails to commence Construction of Improvements to such Owner's Lot within eighteen (18) months from the date such Owner acquired such Lot from Declarant, then Declarant shall have the right to exercise the Repurchase Option at any time

thereafter by providing written notice to such Owner of Declarant's desire to exercise the Repurchase Option. The consummation of the Repurchase Option by Declarant shall occur within thirty (30) days after Declarant has given written notice to such Owner of Declarant's election to exercise the Repurchase Option in accordance with the terms and provisions of this Section 11.02.

(d) At the closing of the purchase and sale of any Lot that is being repurchased by Declarant by virtue of the exercise of the Repurchase Option, the Owner of such Lot subject to the Repurchase Option shall transfer and convey the Lot subject to such Repurchase Option to Declarant by warranty deed, free and clear of all liens, encumbrances and other matters of record other than those matters of record in existence as of the date when such Lot was originally conveyed by Declarant to such Owner. Contemporaneously with the delivery of such deed by such Owner to Declarant, Declarant shall pay to such Owner the original purchase price paid by such Owner to Declarant for such Lot (or if such Owner has acquired his Lot from a prior Owner other than Declarant, then Declarant shall pay to such current Owner the original purchase price paid to Declarant by the first Owner of such Lot), in either case, without interest thereon. The Owner of such Lot subject to the Repurchase Option shall pay, prior to the delivery of such deed to Declarant, any and all outstanding Assessments and any other charges due and owing under the Master Declaration and all outstanding District Assessments and any other charges due and owing under any applicable District Declaration with respect to such Lot and shall otherwise take all action necessary to cure or cause to be cured any title exceptions applicable to such Lot other than those title exceptions in existence as of the date when such Owner originally acquired such Lot from Declarant. Real estate ad valorem taxes and any prepaid Assessments and District Assessments shall be prorated as of the date of delivery of such deed. The Repurchase Option may be enforced by Declarant by an action for specific performance.

(e) The rights of Declarant under the provisions of this Section 11.02 shall be and are subject and subordinate to the rights of any Mortgagee under any Mortgage that was duly recorded in the Register's Office prior to the exercise of the Repurchase Option by Declarant.

(f) The Repurchase Option reserved herein by Declarant shall be and is a covenant running with the land that shall be binding on the Owner of each Lot and such Owner's heirs, executors, successors and assigns.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 Control by Declarant. NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THIS MASTER DECLARATION, THE ARTICLES OF INCORPORATION, THE BYLAWS OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE PROPERTY, EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT OR ANY OTHER INSTRUMENT CONVEYING ANY INTEREST THEREIN, DOES HEREBY ACKNOWLEDGE AND AGREE THAT UNTIL THE TURNOVER DATE, DECLARANT HEREBY RETAINS THE RIGHT TO (a) APPOINT AND REMOVE ALL MEMBERS OF THE BOARD OF THE ASSOCIATION AND ALL MEMBERS OF THE ARC; AND (b) EXERCISE ALL VOTING RIGHTS IN THE ASSOCIATION (EXCEPT TO THE

EXTENT THE OWNERS ARE ENTITLED TO VOTE ON SPECIAL ASSESSMENTS PURSUANT TO SECTION 8.04 ABOVE).

12.02 Legal Expenses. In addition to the rights and remedies set forth in this Master Declaration, in the event either the Board, the Association or the ARC or any of their respective agents and representatives, undertake any legal or equitable action which any of them deem necessary to abate, enjoin, remove or extinguish any violation or breach of this Master Declaration, then all costs and expenses incurred by any of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in this Master Declaration shall be paid for by the Owner against whom such action was initiated.

12.03 Arbitration.

(a) **Resolution of Disputes by Binding Arbitration.** Except as specifically otherwise provided in this Section 12.03, each and every claim and cause of action arising out of or related in any way to the design, Construction, sale, maintenance, habitability or, condition of the Development, the Property, the Common Areas or any Lot or Building, or any other portion of the Development or the Property, that is asserted against Declarant, or its employees, officers or agents, shall be resolved by final and binding arbitration in accordance with the terms and provisions set forth in this Section 12.03. **MONTGOMERY COUNTY MAY NOT WAIVE ITS LEGAL FORUM FOR ADJUDICATION OF ITS RIGHTS AS A MATTER OF LAW. AS SUCH AS LONG AS THE PUBLIC SAFETY COMPLEX IS OWNED BY MONTGOMERY COUNTY AND USED FOR CIVIC PURPOSES, THE OWNER THEREOF SHALL NOT BE NOT SUBJECT TO THE PROVISIONS OF ARTICLE 12 OR ANY OTHER SIMILAR PROVISIONS FOUND IN THIS MASTER DECLARATION.**

(b) **Arbitrators.** All arbitrations in which the Declarant is a party shall be resolved by an arbitrator selected by the parties from a list of names provided by the American Arbitration Association, provided, however, that in the event the amount in controversy exceeds \$100,000.00, the matter shall be resolved before a panel of three (3) arbitrators pursuant to the Rules of the American Arbitration Association.

(c) **Arbitration Company.** The arbitration shall be conducted by a company actively involved in the dispute resolution business and mutually agreeable to all parties. In the event all parties cannot agree on an arbitrator, the arbitration shall be conducted by an arbitrator selected by the Declarant.

(d) **Arbitration Hearing.** The arbitration hearing shall be conducted in Clarksville, Tennessee. All claims and causes of action of all persons and entities entitled to enforce (or be bound by) this arbitration provision shall be asserted in a single arbitration proceeding, and multiple parties may be joined in the arbitration proceeding so that all disputes may be resolved in one forum. No claim or cause of action may be asserted that would be barred by the statute of limitations or any statute of repose.

(e) **Discovery.** In any arbitration proceeding, requests for production of documents may be served by each party, and non-privileged, responsive documents that would be discoverable

under Rule 34 of the Federal Rules of Civil Procedure (were the claims and causes of action being asserted in United State District Court) shall be produced. Depositions may be taken as allowed by the arbitrator or arbitration panel, which arbitrator or panel shall reasonably limit the number of depositions in order to avoid unnecessary or excessive expense, delay, or harassment.

(f) Written Decision. The arbitration panel shall issue a written decision within thirty (30) days after the final hearing identifying with specificity each claim or cause of action asserted or resolved in any arbitration, and the legal principles of res judicata and collateral estoppel shall be applicable to any arbitration award. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction.

(g) Benefit and Enforcement; Costs. This arbitration provision is expressly intended to benefit and be enforceable by each person and entity subject to this Master Declaration this arbitration provision. Any attempt by any such person or entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder of this provision shall remain in full force and effect. Costs of the arbitration and awards of attorney's fees may be included in the decision of the arbitrator or panel.

(h) Binding Judgment. Appeals. Judgment upon any award of the arbitrator shall be binding and shall be entered in a court of competent jurisdiction. Appeals thereon may be taken as provided by law.

(i) Injunctive Relief. Nothing herein contained shall bar the right of either party to see and obtain temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that will cause loss or damage, pending completion of this arbitration.

12.04 Severability. If any provision of this Master Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Master Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12.05 Captions and Headings. The captions and headings contained in this Master Declaration are for convenience of reference only and shall not be used in the Construction or interpretation of any provisions of this Master Declaration. The table of contents, cover page and any index to this Master Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

12.06 Pronouns and Plurals. All personal pronouns used in this Master Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural, and the use of the plural shall include the singular.

12.07 Binding Effect. The terms and provisions of this Master Declaration shall be binding upon each Owner, Occupant and Mortgagee and each of their respective heirs, executors,

administrators, personal representatives, successors and assigns and shall inure to the benefit of Declarant, the ARC, the Association, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

12.08 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Master Declaration, the general rules of Construction against one party as a result of that party having drafted this Master Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

12.09 No Reverter. Except as otherwise provided in Section 11.02 above, no restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Declarant nor shall any provision be deemed to vest any reversionary interest in Declarant.

12.10 Interpretation. In all cases, the provisions set forth and provided for in this Master Declaration shall be construed together and given that interpretation or Construction which, in the opinion of Declarant, the ARC or the Board, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Master Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes (including the Master Development Plan) that are applicable to the Property or any portion thereof which may contain restrictions, requirements and regulations which are less restrictive than any of the restrictions, requirements or regulations set forth in this Master Declaration. The effective date of this Master Declaration shall be the date hereof. This Master Declaration shall be construed under and in accordance with the laws of the State of Tennessee.

12.11 Rights of Third Parties. This Master Declaration shall be recorded for the benefit of Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Master Declaration or the right to consent to or approve any amendment or modification to this Master Declaration.

12.12 No Trespass. Whenever the Association, Declarant, the ARC and their respective agents, employees, representatives, successors and assigns, are permitted by this Master Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot and any Improvements thereto, the entering thereon and the taking of such action shall not be deemed a trespass.

12.13 No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

12.14 Standards for Review. Whenever in this Master Declaration Declarant, the ARC, the Board or the Association has the right to approve, consent to, or require any action be taken

pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Declarant, the ARC, the Board or the Association, as the case may be.

12.15 Oral Statements. Oral statements or representations by Declarant, the ARC, the Board or the Association or any of their respective employees, agents, representatives, successors or assigns, shall not be binding on Declarant, the ARC, the Board or the Association.

12.16 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid or by nationally recognized overnight courier. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association or, if no such address has been so designated, at the address of such Owner's respective Lot within the Property.

12.17 Assignment. Declarant shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations and duties as Declarant. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot or any portion of the Property by Declarant to a third party shall constitute or be deemed a transfer of any of the rights of Declarant hereunder unless express reference is made in such instrument of conveyance to the specific rights created in this Master Declaration that Declarant is transferring to any such third party.

12.18 Further Assurances. Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Declarant, the ARC or the Association for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

12.19 No Waiver. All rights, remedies and privileges granted to Declarant, the ARC and the Association pursuant to the terms and provisions of this Master Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

12.20 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Master Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of Great Britain and Northern Ireland.

IN WITNESS WHEREOF, Declarant has caused this Master Declaration to be duly executed as of the day and year first above written.

ROSSVIEW FARMS LLC, a Tennessee limited liability company

By: _____
Its: _____

STATE OF TENNESSEE)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of ROSSVIEW FARMS LLC, a Tennessee limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the _____ day of _____, 2026.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**Property Description of
Rossvie Farms, LLC Property**

Being a Tract of land situated in the First Civil District of Montgomery County, Tennessee, and being generally located south of and adjacent to Rossvie Road/ S.R. 237, east of and adjacent to Killebrew Road, and west of Killebrew Road, said Tract being more particularly described as follows:

Beginning at a point in the southern right-of-way of S.R. 237/ Rossvie Road, said point being 46.0 feet, more or less, west of the centerline intersection of Rossvie Road and Killebrew Road, said point also being the northwestern corner of the subject property;

Thence N 79° 21' 50" E for a distance of 1715.93 feet to a point.

Thence on a curve turning to the left through an angle of 07° 33' 01", having a radius of 1125.00 feet, and whose long chord bears N 75° 35' 20" E for a distance of 148.14 feet to a point.

Thence N 71° 48' 49" E for a distance of 293.90 feet to a point.

Thence on a curve turning to the right through an angle of 01° 05' 46", having a radius of 4975.00 feet, and whose long chord bears N 72° 21' 42" E for a distance of 95.18 feet to a point.

Thence N 72° 54' 35" E for a distance of 196.20 feet to a point.

Thence N 73° 53' 07" E for a distance of 956.07 feet to a point.

Thence on a curve turning to the right through an angle of 03° 45' 40", having a radius of 4975.00 feet, and whose long chord bears N 75° 45' 57" E for a distance of 326.51 feet to a point.

Thence N 77° 25' 25" E for a distance of 447.91 feet to a point.

Thence S 09° 45' 43" E for a distance of 362.32 feet to a point.

Thence N 78° 46' 33" E for a distance of 416.75 feet to a point.

Thence S 11° 55' 33" E for a distance of 75.87 feet to a point.

Thence S 11° 33' 41" E for a distance of 315.49 feet to a point.

Thence N 78° 26' 19" E for a distance of 257.48 feet to a point.

Thence S 09° 21' 26" E for a distance of 432.74 feet to a point

Thence on a curve turning to the left through an angle of $45^{\circ} 40' 33''$, having a radius of 315.00 feet, and whose long chord bears $S 32^{\circ} 11' 42'' E$ for a distance of 244.52 feet to a point."

Thence $S 09^{\circ} 21' 45'' E$ for a distance of 1067.66 feet to a point.

Thence $S 83^{\circ} 37' 50'' E$ for a distance of 315.30 feet to a point.

Thence $S 14^{\circ} 33' 41'' W$ for a distance of 455.22 feet to a point.

Thence $S 89^{\circ} 19' 54'' W$ for a distance of 120.27 feet to a point.

Thence $N 09^{\circ} 21' 45'' W$ for a distance of 93.41 feet to a point.

Thence $S 89^{\circ} 12' 51'' W$ for a distance of 157.48 feet to a point.

Thence $N 78^{\circ} 49' 31'' W$ for a distance of 133.05 feet to a point.

Thence $S 88^{\circ} 39' 00'' W$ for a distance of 76.86 feet to a point.

Thence $S 74^{\circ} 01' 22'' W$ for a distance of 403.87 feet to a point.

Thence $S 62^{\circ} 56' 05'' W$ for a distance of 315.35 feet to a point.

Thence $S 57^{\circ} 36' 47'' W$ for a distance of 304.20 feet to a point.

Thence $S 61^{\circ} 46' 12'' W$ for a distance of 219.60 feet to a point.

Thence $S 54^{\circ} 17' 06'' W$ for a distance of 222.50 feet to a point.

Thence $S 48^{\circ} 44' 30'' W$ for a distance of 218.07 feet to a point.

Thence $S 64^{\circ} 32' 22'' W$ for a distance of 344.27 feet to a point.

Thence $S 54^{\circ} 38' 40'' W$ for a distance of 472.97 feet to a point.

Thence $S 61^{\circ} 50' 47'' W$ for a distance of 174.34 feet to a point.

Thence $S 79^{\circ} 54' 47'' W$ for a distance of 185.49 feet to a point.

Thence $S 67^{\circ} 30' 38'' W$ for a distance of 214.95 feet to a point.

Thence $S 53^{\circ} 17' 15'' W$ for a distance of 452.12 feet to a point.

Thence $N 12^{\circ} 50' 35'' W$ for a distance of 1735.34 feet to a point.

Thence $N 81^{\circ} 57' 26'' W$ for a distance of 1141.89 feet to a point.

Thence N 05° 53' 35" W for a distance of 346.19 feet to a point.

Thence S 84° 03' 10" W for a distance of 199.79 feet to a point.

Thence N 04° 42' 11" W for a distance of 30.01 feet to a point.

Thence N 84° 03' 10" E for a distance of 211.05 feet to a point.

Thence N 04° 42' 11" W for a distance of 414.45 feet to a point.

Thence S 83° 55' 01" W for a distance of 212.84 feet to a point.

Thence N 06° 37' 30" W for a distance of 754.53 feet to the point of beginning.

Said Tract contains 307.000 acres more or less.

EXHIBIT B

LEGAL DESCRIPTION OF PUBLIC SAFETY COMPLEX

Being a Tract of land situated in the 1ST Civil District of Montgomery County, Tennessee, said Tract being generally located south of and adjacent to Campus Boulevard, east of South Kirkwood Road and west of Hayes Lane. Said Tract being described as follows:

Beginning at an existing iron pin located in the southern margin of Campus Boulevard right-of-way, said iron pin being located 641.0 feet east of the centerline intersection of South Kirkwood Road and Campus Boulevard, said iron pin being the northwest property corner of the herein described property and a portion of the Rossvie Farms, LLC Property as described in O.R.V. 1329, Page 565 R.O.M.C.T.

Thence along said right-of-way of Campus Boulevard North 83° 12' 48" East for a distance of 217.13 feet to a new iron pin.

Thence leaving said right-of-way on a new line South 11° 33' 41" East for a distance of 114.05 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 65.04 feet to a new iron pin.

Thence on a new line South 11° 33' 41" East for a distance of 58.00 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 64.00 feet to a new iron pin.

Thence on a new line North 11° 33' 41" West for a distance of 58.00 feet to a new iron pin.

Thence on a new line North 78° 26' 19" East for a distance of 43.50 feet to a new iron pin.

Thence on a new line South 11° 33' 41" East for a distance of 166.50 feet to a new iron pin.

Thence on a new line South 78° 26' 19" West for a distance of 391.00 feet to a new iron pin.

Thence on a new line on a curve to the right, said curve having a radius of 25.00 feet, arc length of 39.27 feet, and being subtended by a chord having a bearing of North 56° 33' 41" West for a distance of 35.36 feet to a new iron pin.

Thence on a new line North 11° 33' 41" West for a distance of 248.71 feet to a new iron pin.

Thence on a new line on a curve to the right, said curve having a radius of 25.00 feet, arc length of 41.36 feet, and being subtended by a chord having a bearing of North 35° 49' 43" East for a distance of 36.80 feet to the Point of Beginning.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Said Tract contains 2.192 acres, more or less.

EXHIBIT C

VOTING RIGHTS

<u>District</u>	<u>Votes</u>
Main Street District	5
High Density Residential Districts	1 (per District?)
Single Family Residential Districts	1 (per District?)
Total Votes	9

COUNTY COMMISSION MINUTES FOR

APRIL 13, 2026

SUBMITTED FOR APPROVAL MAY 11, 2026

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, April 13, 2026, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Rebecca Garman, Attorney, Cassie Wheeler, Director of Accounts and Budgets, and the following Commissioners:

Joshua Beal	David Harper	David Shelton
LaTonia Brown	Rashidah Leverett	Autumn Simmons
Nathan Burkholder	Jorge Padro	Joe Smith
Carmelle Chandler	Lisa Prichard	Jeremiah Walker
Billy Frye	Chris Rasnic	Walker Woodruff
Ryan Gallant	Rickey Ray	
John Gannon	Clayton Rudder	

PRESENT: 19

ABSENT: Joe Creek and Jason Knight

When and where the following proceedings were had and entered of record,
to-wit:

The floor was opened for the public comment period. The following speakers addressed the Commission:

1. Larry Hays – Emolument violations – getting back to correct
2. AC Lopez – Community event “Children Celebration Day”

A Proclamation for National Donate Life Month was presented by Mayor Golden to Teresa Cottrell, County Clerk, and Jonathan Ford, a Tennessee Donor Services Ambassador.

The following Zoning Resolutions were Adopted:

CZ-2-2026 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classifications of the Property of Knox B Thomas III and Shirley Thomas

CZ-3-2026 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classifications of the Property of Arthur Clark

The following Resolutions and Items were Adopted and Approved as part of the Consent Agenda:

26-4-1 Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2025-2026 School Budget

26-4-2 Resolution Authorizing the Amendment of Grant Funds from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office

26-4-6 Resolution to Donate Land Acquired at a Tax Sale Pursuant to Tennessee Code Annotated § 67-5-2507(b)

26-4-7 Resolution to Acquire Property at 113 South Third Street, Clarksville, Tennessee 37040

26-4-8 Resolution for Authorization and Approval to Enter into Attorney Fee Agreements and Authorizations to Participate in the Defendant Settlement Agreement with Six Remnant Defendants Proposed Settlement

26-4-9 Resolution to Establish a Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation

- Commission Minutes dated March 9, 2026
- County Clerk’s Report
- Nominating Committee Nominations
- County Mayor Appointments and Nominations

Resolution 26-4-3, 26-4-4 and 26-4-5 were pulled from the Consent Agenda prior to the Formal Meeting for separate consideration.

The following Resolutions were Adopted:

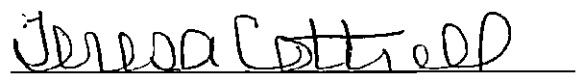
- 26-4-3** Amended Resolution to Amend Revenues and Expenditures in the Sheriff's Office and Jail Budgets for Fiscal Year 2026
- 26-4-4** A Resolution to Establish a Mandatory Retirement Age Requirement Pursuant to Tennessee Code Annotated, Section 8-36-205, to Authorize the Payment of the Supplemental Bridge Benefit Pursuant to Tennessee Code Annotated, Section 8-36-211, and to Authorize Group 1 Members Who Have Creditable Service in a Group 1 Position Covered by Such Mandatory Age Retirement to Retire on Service Retirement Benefits Upon Attainment of Age Fifty-Five (55) with Twenty-Five (25) Years of Creditable Service Pursuant to Tennessee Code Annotated, Section 8-36-201(A)(2) Hybrid Plan
- 26-4-5** A Resolution to Establish A Mandatory Retirement Age Requirement Pursuant to Tennessee Code Annotated, Section 8-36-205, to Authorize the Payment of the Supplemental Bridge Benefit Pursuant to Tennessee Code Annotated, Section 8-36-211, and to Authorize Group 1 Members Who Have Creditable Service in a Group 1 Position Covered by Such Mandatory Age Retirement to Retire on Service Retirement Benefits Upon Attainment of Age Fifty-Five (55) with Twenty-Five (25) Years of Creditable Service Pursuant to Tennessee Code Annotated, Section 8-36-201(A)(2) Legacy Plan

Reports Filed:

1. Building & Codes Reports
2. Bi-County Update Report
3. A&B Revenue & Expense Reports
4. Trustee Reports

The Board was adjourned at 6:19 P.M.

Submitted by:


Teresa Cottrell
County Clerk



County Clerk's Report
May 11, 2026

Comes Teresa Cottrell, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of April 2026.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Sheriff's Deputies are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 11th day of May 2026.

Teresa Cottrell
County Clerk



OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Megan Enterkin	Deputy Sheriff	04/21/2026
Jacob Erickson	Deputy Sheriff	04/21/2026
Steven Holst	Deputy Sheriff	04/21/2026
Jonathan Lugo	Deputy Sheriff	04/21/2026
Phillip Mitchell	Deputy Sheriff	04/21/2026
Gabriela Morgan	Deputy Sheriff	04/21/2026
Aaron Stone	Deputy Sheriff	04/21/2026
Jonathan White	Deputy Sheriff	04/21/2026

MONTGOMERY COUNTY CLERK
TERESA COTTRELL COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected May 11, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. NOAH ALLEN DARDEN	342 MANOR ROW PLEASANT VIEW TN 37146 423-715-2031	512 MADISON ST STE A CLARKSVILLE TN 37040 9312187800
2. JONATHAN WILLIAM ARMSTRONG	3713 MEADOW RIDGE LN CLARKSVILLE TN 37040 615.521.3035	200 CHESAPEEAKE LN SUITE A CLARKSVILLE TN 37040 931.503.3200
3. MICHELLE ASHBY	476 TURNER LOOP FORT CAMPBELL TN 42223 931 624 3644	2578 23RD ST FORT CAMPBELL TN 42223 931 257 8459
4. KAYA L BAKER	250 FAIRVIEW LANE APT A CLARKSVILLE TN 37040 931 627 5740	212 MADISON ST STE 301 CLARKSVILLE TN 37040 931 647 5959
5. SAVANNAH BEACH	2925 BREWSTER DR CLARKSVILLE TN 37042 615-633-1333	5409 MARYLAND WAY BRENTWOOD TN 37027 6153762780
6. DESTINY BUFORD	2982 GIBBS LANE CLARKSVILLE TN 37040 760-596-8646	2502 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931.494.9740
7. NATALIE BYARD	2551 MORRISON LN CLARKSVILLE TN 37040 828 301 0467	
8. AFRAH CALLISON	638 APPOMATTOXT CLARKSVILLE TN 37043 310-748-5266	
9. APRIL CAMPBELL	959 CULVERSON CT CLARKSVILLE TN 37040 931-346.8480	1118 MADISON ST CLARKSVILLE TN 37040 931.245.5060
10. MARIETTA LEE CATO-LANGE	2187 POWELL ROAD CLARKSVILLE TN 37043 931-216-7980	
11. KEYANA CRAIG	614 RINGGOLD RD CLARKSVILLE TN 37042 909.712.7566	2050 LOWES DR CLARKSVILLE TN 37040 931.431.6800
12. NY'ASIA DAVIS	2191 MEMORIAL DR APT N121 CLARKSVILLE TN 37043 615-606-5265	1100 INDUSTRIAL DR SPRINGFIELD TN 37172 6156065265
13. KIAH R EDOUARD	385 LACEWING LN CLARKSVILLE TN 37043 813-892-4828	

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Notaries to be elected May 11, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. WILLIAM ETLING	775 BELMONT RD #B CLARKSVILLE TN 37040 931-320-9472	5001 E MAIN ST ERIN TN 37061 931-289-4211
15. TABETHA EXUM	321 KINGSWOOD CT CLARKSVILLE TN 37043 615.525.4039	1650 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931.919.2535
16. JO ANN GARLAND	23 BLUE SPRUCE RD CLARKSVILLE TN 37043 093-144-4160	
17. KETISHA SHANTEL GLENN	256 AUTUMN TERRACE LANE CLARKSVILLE TN 37040 615.617.0152	
18. SAMANTHA J GRAY	459 BAMBURG DR CLARKSVILLE TN 37040 615 715 3646	PO BOX 2159 GOODLETTSVILLE TN 37077 615 255 4307
19. CYNTHIA C. GREENE	3242 QUINCY LANE CLARKSVILLE TN 37043 931 801 8554	1820 BUSINESS PARK DR CLARKSVILLE TN 37040 931 801 8554
20. CAITLIN HALLBERG	764 HAYDEN DR CLARKSVILLE TN 37043 931 217 7717	1712 WEST END AVE NASHVILLE TN 37043
21. NICHOL-RA HARRISON	342 CHALET CIR CLARKSVILLE TN 37040 602-684-0430	102 EDMONDSON FERRY RD CLARKSVILLE TN 37040 602 684 0430
22. KEVIN A HARRISON	1108 PLYMOUTH RD UNIT B CLARKSVILLE TN 37040 937-405-6707	
23. FARAD JAMES HAYWARD	1351 AVONDALE DR CLARKSVILLE TN 37040 424-666-9522	
24. ELIZABETH ANN HOWARD	35PP CAYUSE WAY CLARKSVILLE TN 37042 931-338-1950	
25. BRITTNEY R HUFF	665 CHESTERFIELD CIR CLARKSVILLE TN 37043 931-561-7519	2 MILLENNIUM PLAZA SUITE 203 CLARKSVILLE TN 37040 9316485700
26. JOSEPH R HUGHES	314 IRENE DRIVE CLARKSVILLE TN 37043 931 237 2100	

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Notaries to be elected May 11, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
27. ROBERT ANTHONY JACKSON	1491 MCKINLEY CT CLARKSVILLE TN 37042 931 217 6421	
28. JANIE LOU JACKSON	920 GRAVEL LN ADAMS TN 37010 931-801-2118	2 MILLENNIUM PLAZA SUITE 115 CLARKSVILLE TN 37040 9316485700
29. EMILY GRACE JENNINGS	3715 AISLE ST CLARKSVILLE TN 37040 229.873.1593	2050 LOWES DR CLARKSVILLE TN 37040 9314316800 EXT 0015
30. DANIELLE M KALFAS	2740 TRENTON RD UNIT 1205 CLARKSVILLE TN 37040 931-217-2182	2 MILLENNIUM PLAZA SUITE 115 CLARKSVILLE TN 37040 9316485700
31. JARRARD KELLEY	146 DARLENE DRIVE APT B CLARKSVILLE TN 37042 931.266.9522	
32. SYMKIA I LAURY	592 JOSHUA DR CLARKSVILLE TN 37042 931-220-0667	
33. CAROLYN MADISON	3725 MEADOW RIDGE LANE CLARKSVILLE TN 37040 931-257-8009	294 WARFIELD BLVD CLARKSVILLE TN 37043 9312578009
34. SYDNEY LEYANN MCDONALD	100 BROOKSIDE DR APT5A CLARKSVILLE TN 37042 931-338-8361	2050 LOWES DR CLARKSVILLE TTN 37042 931.431.6800
35. LAUREN SAFLEY MEADOWS	5582 WARTRACE CEMETERY ROAD SPRINGFIELD TN 37172 615-438-6911	2678 TOWNSEND CT SUITE A CLARKSVILLE TN 37043 9316471501
36. PAM J MITCHELL	1301 UPLAND TERRACE CLARKSVILLE TN 37043 931-561-3140	511 EIGHTH ST CLARKSVILLE TN 37040 9319207200
37. ASHLEY MORFORD	1349 AMBLESIDE DR CLARKSVILLE TN 37040 931 980 5381	1003 GRATTON RD CLARKSVILLE TN 37043
38. KAREN MORRIS	2881 N HINTON RD CLARKSVILLE TN 37040 931-241-2523	1201 FRIGHT LINER DR NASHVILLE TN 37201 615-862-7800

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Notaries to be elected May 11, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
39. ATZIMBA MOTLEY	9468 HIGHLAND BEND CT BRENTWOOD TN 37027 615 566 2142	137 KENDER RHEA CT CLARKSVILLE TN 37043 615 645 5501
40. HALEE NEELEY	3501 SUNBELT DR CLARKSVILLE TN 37042 931-266-6149	503 MADISON ST CLARKSVILLE TN 37040
41. DAVID CHARLES OSBORNE	2035A CALIFORNIA AVE FORT CAMPBELL TN 42223 850.933.8511	2035A CALIFORNIA AVE FORT CAMPBELL TN 42223 540.900.1143
42. SHIRLEY RANKIN	2125 PEA RIDGE RD CLARKSVILLE TN 37040 931-801-2552	2125 PEA RIDGE RD CLARKSVILLE TN 37040 9318012552
43. TRAVIS REYNOLDS	950 BIG SKY DR APT G-104 CLARKSVILLE TN 37040 931.257.2966	500 HERITAGE POINTE DR CLARKSVILLE TN 37042 931.431.6800
44. NIKOLE MARI RITCHEY	3405 SILTY COURT CLARKSVILLE TN 37042 602-481-1260	1 PUBLIC SQUARE CLARKSVILLE TN 37040 9312214320
45. KEANDRE SCOTT	1688 AUTUMN DR CLARKSVILLE TN 37042 615-902-3028	
46. EDINA SEWELL	1244 KENDALL DRIVE CLARKSVILLE TN 37040 931-338-7479	120 S.2ND ST SUITE 200 CLARKSVILLE TN 37040 931 906 0088
47. TAMMY SHATTUCK	3514 HEADS CHURCH RD CEDAR HILL TN 37032 615-243-6114	2204 A MADISON ST CLARKSVILLE TN 37043 9315031921
48. ANGELA JOAN SHELTON	3950 BAGGETT HOLLOW RD PALMYRA TN 37142 931.220.4613	1875 HIGHWAY 48 CLARKSVILLE TN 37040 931.919.2600
49. MALIKA WADLINGTON	56 WEST DR CLARKSVILLE 37040 TN 37040 CLARKSVILLE 931 218 8464	
50. CAITLIN WALKER	4009 LEGACY DR CLARKSVILLE TN 37043 931-802-4798	128 N 2ND ST SUITE 100 CLARKSVILLE TN 37040 9312747500

MONTGOMERY COUNTY CLERK
TERESA COTTRELL COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected May 11, 2026

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
51. ANITA G. WARD	1643 RAVEN RD CLARKSVILLE TN 37042 931 206 4046	25 JEFFERSON ST CLARKSVILLE TN 37040 931 551 9200
52. MARQUITA L WHITE	3460 SANDPIPER DR CLARKSVILLE TN 37042 931-278-5038	
53. KALEY J WILLIAMS	1265 CLOVERDALE DR CLARKSVILLE TN 37040 615-967-0042	1302 CROSSLAND AVE CLARKSVILLE TN 37040 615 967 0042
54. SHALONDA YOUNG	708 SHELTON CIR CLARKSVILLE TN 37042 615-454-1287	

Nominating Committee Nominations

May 11, 2026

EQUALIZATION BOARD

Doug Jackson is nominated to fill the unexpired term of David Greene (Alternate) with term to expire April 2027.

County Mayor's Appointments

May 11, 2026

PERSONNEL ADVISORY COMMITTEE

Commissioner Nathan Burkholder is appointed to replace Commissioner Walker Woodruff for a two-year term with term to expire May 2028.

Commissioner Rashidah Leverett is appointed to replace Commissioner Chris Rasnic for a two-year term with term to expire May 2028.

Commissioner Clayton Rudder is appointed to replace Commissioner Ryan Gallant for a two-year term with term to expire May 2028.

County Mayor's Nominations

May 11, 2026

LIBRARY BOARD

Deborah Moore nominated to fill the unexpired term of David Donahue with term to expire July 2026.

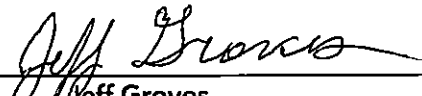
REC'D APR 18 2026



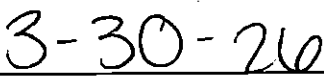
2026 County Road List
January 1, 2026 thru March 31, 2026

Road Name	Road Class	Road Length	Reason For Change
Zone 1			
Happy Hills Acres	Hot Mix	0.52	Abandoned .58 miles. Changed from 1.10mi to .52 mi
Resolution# AB-6-2024			
Zone 2			
Faulk Rd	Oil	0.45	Abandoned per resolution #AB-2-2025
Weeze Rd	Hot Mix	0.07	Abandoned .9 mi and changed to .07 mi Per Resolution # AB-3-2025
Zone 3			
Batson Rd	Hot Mix	2.3	Overlay .32 mi with hotmix on 11/25/25
Zone 4			
Brown Swiss Ct	Hot Mix	.20	Rd Extension/Change .13 mi to .20 mi
Long Horn Ct	Hot Mix	.40	New Road Hereford Farms Sec 6
Short Horn Ct	Hot Mix	.20	New Road Hereford Farms Sec 6
Zone 5			
N/A			


Jeff H. Bryant, P.E.


Jeff Groves


Betty Barnett


Date Approved

On Motion to Adopt by Commissioner Beal, seconded by Commissioner Walker, the

foregoing Consent Agenda Items were Adopted and Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	---	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	---	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Clayton Rudder	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 19 Noes – 0 Abstentions – 0

ABSENT: Jason Knight and Joe Smith



Montgomery County Government

Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: May 4, 2026
SUBJ: April 2026 PERMIT REVENUE REPORT

The number of permits issued in April 2026 is as follows: Building Permits 114, Grading Permits 3, Mechanical Permits 66, and Plumbing Permits 39 for a total of 222 permits.

The total cost of construction was \$313,878,836.00. The revenue is as follows: Building Permits \$658,965.30, Grading Permits \$2,862.50, Plumbing Permits \$6,300.00, Mechanical Permits: \$7,574.00 Plans Review \$301,927.00, BZA \$1,000.00, Re-Inspections \$850.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fines \$0.00 the total revenue received in April 2026 was \$979,478.80.

FISCAL YEAR 2025/2026 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	344
COST OF CONSTRUCTION:	\$557,148,356.00
NUMBER OF BUILDING PERMITS:	904
NUMBER OF PLUMBING PERMITS:	290
NUMBER OF MECHANICAL PERMITS:	512
NUMBER OF GRADING PERMITS:	12
BUILDING PERMITS REVENUE:	\$1,378,638.20
PLUMBING PERMIT REVENUE:	\$33,800.00
MECHANICAL PERMIT REVENUE:	\$60,118.00
GRADING PERMIT REVENUE:	\$15,102.00
RENEWAL FEES:	\$2,243.13
PLANS REVIEW FEES:	\$473,702.11
BZA FEES:	\$3,250.00
RE-INSPECTION FEES:	\$5,507.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$25.00
MISCELLANEOUS FINES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$1,970,142.31

RS/bf

cc: Wes Golden, County Mayor
Cassie Wheeler, Accounts and Budgets
Teresa Cottrell, County Clerk



Montgomery County Government

Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: May 4, 2026
SUBJ: April 2026 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in April 2026 is as follows: City 202 and County 59 for a total of 261.

There were 218 receipts issued on single-family dwellings, 2 receipts issued on multi-family dwellings with a total of 10 units, 4 receipts issued on condominiums with a total of 4 units, 17 receipts issued on townhouses. There were 4 exemption receipts issued.

The total taxes received for April 2026 was \$139,000.00

The total refunds issued for April 2026 was \$0.00

Total Adequate Facilities Tax Revenue for April 2026 was \$139,000.00

FISCAL YEAR 2025/2026 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	1680
	County:	469
	Total:	2149
TOTAL REFUNDS:		\$4,000.00
TOTAL TAXES RECEIVED:		\$1,180,500.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	58	58
SINGLE-FAMILY DWELLINGS:	873	335	1208
MULTI-FAMILY DWELLINGS (61 Receipts):	553	64	617
CONDOMINIUMS: (48 Receipts)	46	2	48
TOWNHOUSES:	191	0	191
EXEMPTIONS: (27 Receipts)	17	10	27
REFUNDS ISSUED: (1 Receipt)	(1)	(0)	(1)

RS/bf

cc: Wes Golden, County Mayor
Cassie Wheeler, Accounts and Budgets
Teresa Cottrell, County Clerk



MICHELLE J. LONG
Director

SUPREME COURT OF TENNESSEE
ADMINISTRATIVE OFFICE OF THE COURTS
511 Union Street, Suite 600, Nashville, TN 37219

RACHEL HARMON
Deputy Director

2025

COUNTY COURTROOM SECURITY SURVEY

To comply with Tennessee Code Annotated section 16-2-505(d)(3), this survey must be completed annually. Completion of this survey may require input from multiple local sources to ensure accurate reporting, but only one report can be submitted. If you need additional space to adequately answer any question, please note that you are attaching additional information in response to the question within the survey.

COURTHOUSE(S) AND COURTROOMS

1. How many courthouses are in your county, including criminal justice centers with courtrooms or jails with courtrooms?	1
a. What is the address for each courthouse and what types of court are held in each courthouse (state circuit court, state criminal court, chancery court, general sessions, juvenile). 2 Millennium Plaza Clarksville, TN 37040 Circuit Court (Criminal and Civil) General Sessions Chancery Juvenile Civil	
2. Number of courtrooms used for state Circuit Court, state Criminal Court, Chancery Court, General Sessions and Juvenile Court proceedings. <i>Do not count ceremonial courtrooms that are not regularly in use or courtrooms used exclusively for municipal court.</i>	11
3. My county has <u>11</u> courtrooms (answer to #2) located across <u>1</u> courthouses/buildings (answer to #1).	

SILENT BENCH PANIC BUTTONS (MCSS #1)

1. Number of courtrooms equipped with a silent bench panic button connected to law enforcement.	11
2. Number of court clerk public transaction counter areas in all of your courthouses. Please include public transaction counters for Circuit, Criminal, Chancery, General Sessions and/or Juvenile Court clerks.	17
a. Number of court clerk public transaction counters equipped with a silent bench panic button connected to law enforcement.	17

BULLET-PROOF BENCHES/WORK AREAS (MCSS # 2)

1. Number of courtrooms equipped with a bullet-proof bench.	11
2. Number of courtrooms with bullet-proof court clerk work area.	11

COURT OFFICERS (MCSS #3 and #4)

1. Is an armed, uniformed guard in each courtroom during court?	Yes
a. If no, is a court officer available in the courthouse?	
2. Does your county have dedicated court officers or does it utilize on-duty law enforcement when there are court proceedings? (dedicated, mix, on-duty)	Dedicated
3. Do court proceedings impact your county's ability to respond to emergencies in other areas of your county?	No
4. Did your court officers attend court security training in 2025?	Yes
a. If no, how often do court officers in your county attend training?	
5. Have the judicial staff and courthouse personnel from your county attended a court security briefing in 2025?	Yes

HAND-HELD DETECTORS/MAGNETOMETERS (MCSS # 5)

1. Total number of hand-held detectors in your county courthouse(s).	6
2. Total number of stand-alone magnetometers in each county courthouse.	3
3. Does your county have sufficient security staff to operate magnetometers during regular business hours (not just when court is in session)?	Yes

BUILDING ACCESS & SIGNAGE (MCSS # 6)

1. Does each of the court buildings in your county have signage posted at each court access entrance stating that persons are subject to search by security personnel, that prohibited items are subject to seizure and forfeiture, and include a listing of the prohibited items?	Yes
2. How many of your courthouses require visitors to go through a security screening, including a magnetometer, before entering the building <u>at all times</u> (do not count buildings that only have a security screening when court is in session. This question is asking the number of courthouses that have a manned security station during all business hours).	All

HAND-HELD INSPECTION MIRRORS (MCSS # 7)

1. Do you have at least one hand-held inspection security mirror per county courthouse?	Yes
---	-----

COURT SECURITY COMMITTEE

1. Does your county have a court security committee?	Yes
a. If yes, did the committee meet this year to review security issues and make recommendations?	Yes

VIDEO ARRAIGNMENT & CONFERENCING

1. Does your county utilize video arraignment and conferencing?	Yes
a. If yes, how many courtrooms have video arraignment and conferencing capabilities?	11
b. What type of video arraignment system do you utilize (i.e. BIS, Zoom)?	Lifesize
c. Can your county consistently connect with TDOC facilities for virtual proceedings?	Yes
d. If you cannot consistently connect with TDOC facilities, would doing so decrease the amount of inmate transfers to your county?	

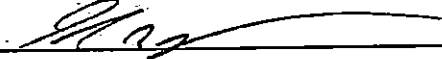
Please list any security measures that you have taken to improve your facilities and/or to protect personnel between December 1, 2024 and November 30, 2025.
Updated Tornado Evacuation Protocols, New Active Shooter Protocols, Extensive cross-training in Fire, Active Shooter and Tornado Protocols, Upgraded Camera System
Please describe any recent court security incidents in your county or unique court security issues facing your county.
None
Please provide any statistics your county has related to incidents at or calls to the courthouse for additional law enforcement.
None
What are your highest priority needs related to improving court security in your county?
More advanced weapons detection systems, More Security Staff, Bullet proof protection at the front entrance



2025
COUNTY COURTROOM SECURITY SURVEY

Please include the name of the PERSON preparing this report, the COUNTY that you represent, and your full contact information.

This report was prepared by (print): Garland V. Johnson

Signature: 

Date: 11/3/25

Please print title: Lieutenant Montgomery County Sheriff's Office

County: Montgomery

Telephone Number: 931 648-0611 ext. 11413

Email Address: gvjohnson@mcgtn.net

**Please return this survey form to the
Presiding Judge of your Judicial District.**

Signature of Presiding Judge: 

Date: 11/12/2025

For questions regarding the survey, please contact:

Jim Holcomb and Ceesha Lofton
Administrative Office of the Courts
Email - jim.holcomb@tncourts.gov
Email - ceesha.lofton@tncourts.gov
Phone - (615) 741-2687

MONTGOMERY COUNTY DRIVER SAFETY PROGRAM

QUARTERLY REPORT: REVENUE AND ATTENDEES

JANUARY - MARCH 2026

***Adult Driver Improvement Program**

<u>Rev Rec:</u> January 2026.....\$ 2,500.87	<u>Attendees:</u> January 2026.....24
February 2026.....\$ 2,693.25	February 2026.....28
March 2026.....\$ 3,013.87	March 2026.....49
Total.....\$ 8,207.99	Total.....101

***ADIP Book Fees**

<u>Rev Rec:</u> January 2026.....\$ 129.67
February 2026.....\$ 139.65
March 2026.....\$ 156.27
Total.....\$ 425.59

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
101 COUNTY GENERAL						
40110 CURRENT PROPERTY TAX	-98,388,000	-98,388,000	-97,318,991.85	.00	-1,069,008.15	98.9%
40120 TRUSTEE'S COLLECTIONS - PYR	-800,000	-800,000	-1,269,072.57	.00	469,072.57	158.6%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-30,000	-30,000	-1,997.34	.00	-28,002.66	6.7%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-500,000	-500,000	-431,475.73	.00	-68,524.27	86.3%
40140 INTEREST & PENALTY	-300,000	-300,000	-360,226.37	.00	60,226.37	120.1%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	-763	-762.74	.00	-.26	100.0%
40162 PMTS IN LIEU OF TAXES -UTILIT	-1,640,000	-1,640,000	-1,302,268.72	-143,980.38	-337,731.28	79.4%
40163 PMTS IN LIEU OF TAXES - OTHER	-851,533	-851,533	-498,197.69	-59,123.88	-353,335.31	58.5%
40220 HOTEL/MOTEL TAX	-2,500,000	-2,500,000	-1,871,054.01	.00	-628,945.99	74.8%
40250 LITIGATION TAX - GENERAL	-390,000	-390,000	-361,378.23	-47,848.42	-28,621.77	92.7%
40260 LITIGATION TAX-SPECIAL PURPOS	-80,000	-80,000	-78,754.53	-10,361.56	-1,245.47	98.4%
40270 BUSINESS TAX	-2,000,000	-2,000,000	-878,807.50	-206,074.16	-1,121,192.50	43.9%
40320 BANK EXCISE TAX	-450,000	-450,000	-453,746.78	.00	3,746.78	100.8%
40330 WHOLESALE BEER TAX	-400,000	-400,000	-130,889.02	-25,134.95	-269,110.98	32.7%
41120 ANIMAL REGISTRATION	-215,000	-215,000	-185,031.66	-784.00	-29,968.34	86.1%
41130 ANIMAL VACCINATION	-16,000	-16,000	-8,535.00	-2,727.00	-7,465.00	53.3%
41140 CABLE TV FRANCHISE	-300,000	-300,000	-111,616.24	-2,780.22	-188,383.76	37.2%
41520 BUILDING PERMITS	-1,500,000	-1,500,000	-1,365,694.62	-671,816.94	-134,305.38	91.0%
41540 PLUMBING PERMITS	-30,000	-30,000	-33,700.00	-6,400.00	3,700.00	112.3%
41590 OTHER PERMITS	-465,000	-465,000	-531,089.51	-314,730.50	66,089.51	114.2%
42110 FINES	-14,000	-14,000	-24,638.49	2,731.25	10,638.49	176.0%
42120 OFFICERS COSTS	-20,000	-20,000	-13,887.69	-2,581.53	-6,112.31	69.4%
42141 DRUG COURT FEES	-1,600	-1,600	-1,080.85	-148.44	-519.15	67.6%
42142 VETERANS TREATMENT COURT FEES	-1,800	-1,800	-691.11	-97.37	-1,108.89	38.4%
42190 DATA ENTRY FEES -CIRCUIT COUR	-9,000	-9,000	-9,430.51	-1,833.67	430.51	104.8%
42191 COURTROOM SECURITY - CIRCUIT	-7,500	-7,500	-5,735.88	-623.44	-1,764.12	76.5%
42192 CIRCUIT COURT VICTIMS ASSESS	-3,525	-3,525	-3,643.23	-345.71	118.23	103.4%
42310 FINES	-135,000	-135,000	-103,378.96	-14,248.80	-31,621.04	76.6%
42311 FINES - LITTERING	-250	-250	.00	.00	-250.00	.0%
42320 OFFICERS COSTS	-275,000	-275,000	-257,186.99	-32,917.51	-17,813.01	93.5%
42330 GAME & FISH FINES	-500	-500	-1,062.00	-67.50	562.00	212.4%
42341 DRUG COURT FEES	-20,000	-20,000	-14,283.37	-2,118.48	-5,716.63	71.4%
42342 VETERANS TREATMENT COURT FEES	-15,000	-15,000	-9,387.87	-1,509.25	-5,612.13	62.6%
42350 JAIL FEES GENERAL SESSIONS	-300,000	-300,000	-239,843.29	-29,107.12	-60,156.71	79.9%
42380 DUI TREATMENT FINES	-20,000	-20,000	-12,396.06	-987.52	-7,603.94	62.0%
42390 DATA ENTRY FEE-GENERAL SESS	-63,000	-63,000	-67,240.59	-12,161.48	4,240.59	106.7%
42392 GEN SESSIONS VICTIM ASSESSMNT	-60,000	-60,000	-36,384.57	-4,586.79	-23,615.43	60.6%
42410 FINES	-1,700	-1,700	-1,913.25	-3.80	213.25	112.5%
42420 OFFICERS COSTS	-15,000	-15,000	-12,324.40	-1,820.20	-2,675.60	82.2%
42450 JAIL FEES	-25,000	-25,000	-21,809.72	-1,822.42	-3,190.28	87.2%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
42490 DATA ENTRY FEE-JUVENILE COURT	-10,250	-10,250	-4,763.00	-715.00	-5,487.00	46.5%
42520 OFFICERS COSTS	-35,000	-35,000	-34,948.00	-5,064.00	-52.00	99.9%
42530 DATA ENTRY FEE -CHANCERY COUR	-5,000	-5,000	-6,069.00	-1,173.00	1,069.00	121.4%
42610 FINES	-1,000	-1,000	-709.88	-75.52	-290.12	71.0%
42641 DRUG COURT FEES	-30,000	-30,000	-40,673.08	-2,990.00	10,673.08	135.6%
42910 PROCEEDS -CONFISCATED PROPERT	-1,000	-1,000	-1,459.00	.00	459.00	145.9%
42990 OTHER FINES/FORFEITS/PENALTIE	-18,300	-18,300	-8,892.00	-960.50	-9,408.00	48.6%
43120 PATIENT CHARGES	-6,900,000	-6,900,000	-6,984,767.28	-618,351.69	84,767.28	101.2%
43140 ZONING STUDIES	-5,000	-5,000	-3,500.00	-1,000.00	-1,500.00	70.0%
43190 OTHER GENERAL SERVICE CHARGES	-65,000	-65,000	-68,645.20	-7,411.00	3,645.20	105.6%
43340 RECREATION FEES	-110,000	-110,000	-112,157.50	-14,770.00	2,157.50	102.0%
43350 COPY FEES	-9,900	-9,900	-8,119.65	-832.95	-1,780.35	82.0%
43365 ARCHIVE & RECORD MANAGEMENT	-475,500	-475,500	-374,279.49	-49,563.92	-101,220.51	78.7%
43366 GREENBELT LATE APPLICATION FE	0	0	-300.00	.00	300.00	100.0%
43370 TELEPHONE COMMISSIONS	-236,000	-236,000	-226,773.39	-3,783.45	-9,226.61	96.1%
43380 VENDING MACHINE COLLECTIONS	-68,000	-68,000	-80,805.62	-11,696.03	12,805.62	118.8%
43383 TITLING AND REGISTRATION	-190,000	-190,000	-151,878.00	-19,908.00	-38,122.00	79.9%
43384 FINGERPRINT FEES	0	0	-2,095.00	-195.00	2,095.00	100.0%
43392 DATA PROCESSING FEES -REGISTE	-80,000	-80,000	-62,334.00	-7,634.00	-17,666.00	77.9%
43393 PROBATION FEES	-27,000	-27,000	-6,043.00	-346.00	-20,957.00	22.4%
43394 DATA PROCESSING FEES - SHERIF	-30,000	-30,000	-25,110.52	-3,364.22	-4,889.48	83.7%
43395 SEXUAL OFFENDER FEE - SHERIFF	-18,000	-18,000	-16,100.00	-1,800.00	-1,900.00	89.4%
43396 DATA PROCESSING FEE-COUNTY CL	-30,000	-30,000	-10,566.00	-2,157.00	-19,434.00	35.2%
43990 OTHER CHARGES FOR SERVICES	-5,000	-5,000	-14,810.50	.00	9,810.50	296.2%
44110 INTEREST EARNED	-5,000,000	-5,000,000	-4,371,869.63	-521,395.37	-628,130.37	87.4%
44120 LEASE/RENTALS	-313,320	-313,320	-501,199.00	-6,600.00	187,879.00	160.0%
44140 SALE OF MAPS	-3,000	-3,000	.00	.00	-3,000.00	.0%
44170 MISCELLANEOUS REFUNDS	-314,100	-314,100	-266,743.63	-35,526.44	-47,356.37	84.9%
44530 SALE OF EQUIPMENT	-5,000	-60,974	-87,197.81	-20,173.00	26,223.81	143.0%
44540 SALE OF PROPERTY	0	0	-4,500.00	.00	4,500.00	100.0%
44570 CONTRIBUTIONS & GIFTS	0	0	-3,000.00	.00	3,000.00	100.0%
44990 OTHER LOCAL REVENUES	-462,000	-480,348	-477,806.14	-38,255.96	-2,541.86	99.5%
45510 COUNTY CLERK	-2,450,000	-2,450,000	-1,823,873.38	-217,203.23	-626,126.62	74.4%
45520 CIRCUIT COURT CLERK	-700,000	-700,000	-566,517.63	-83,271.57	-133,482.37	80.9%
45540 GENERAL SESSIONS COURT CLERK	-1,700,000	-1,700,000	-1,588,079.92	-224,762.06	-111,920.08	93.4%
45550 CLERK & MASTER	-425,000	-425,000	-362,345.19	-55,919.72	-62,654.81	85.3%
45560 JUVENILE COURT CLERK	-200,000	-200,000	-107,770.70	-7,258.17	-92,229.30	53.9%
45580 REGISTER	-1,300,000	-1,300,000	-1,354,516.38	-166,543.62	54,516.38	104.2%
45590 SHERIFF	-85,000	-85,000	-131,103.50	-19,167.91	46,103.50	154.2%
45610 TRUSTEE	-5,000,000	-5,000,000	-5,400,309.00	-538,129.45	400,309.00	108.0%
46110 JUVENILE SERVICES PROGRAM	-580,011	-705,867	-524,906.81	-1,640.15	-180,960.19	74.4%
46210 LAW ENFORCEMENT TRAINING PROG	-124,800	-134,400	-134,400.00	.00	.00	100.0%
46240 SCHOOL RESOURCE OFFICER GRANT	-3,075,000	-3,075,000	-3,075,000.00	.00	.00	100.0%
46290 OTHER PUB SAFETY GRANT	0	0	-67,000.00	-21,400.00	67,000.00	100.0%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46330 EMS INSERVICE TRAINING PROGRA	0	-29,600	-29,600.00	.00	.00	100.0%
46390 OTHER HEALTH & WELFARE GRANT	-373,970	-520,374	-275,204.98	-64,304.68	-245,169.02	52.9%
46430 LITTER PROGRAM	-91,300	-182,500	-62,435.79	.00	-120,064.21	34.2%
46490 OTHER PUBLIC SAFETY GRANTS	0	-32,000	-32,000.00	-32,000.00	.00	100.0%
46810 FLOOD CONTROL	-3,500	-3,500	.00	.00	-3,500.00	.0%
46830 BEER TAX	-20,000	-20,000	-16,956.23	-7,743.96	-3,043.77	84.8%
46835 VEHICLE CERTIFICATE OF TITLE	-26,000	-26,000	-19,822.85	-2,298.75	-6,177.15	76.2%
46840 ALCOHOLIC BEVERAGE TAX	-400,000	-400,000	-306,816.57	-13.93	-93,183.43	76.7%
46845 OPIOID SETTLEMENT FUNDS TN	-646,881	-646,881	-501,857.66	-501,857.66	-145,023.34	77.6%
46851 STATE REVENUE SHARING - T.V.A	-2,200,000	-2,200,000	-1,805,337.75	-601,779.25	-394,662.25	82.1%
46852 REVENUE SHARING - TELECOM	-290,000	-290,000	-180,092.44	-20,357.48	-109,907.56	62.1%
46855 SHARED SPRTS GAMING PRIVILEGE	-115,000	-115,000	-92,405.38	.00	-22,594.62	80.4%
46890 PRISONER TRANSPORTATION	-10,000	-10,000	-14,025.56	-13.57	4,025.56	140.3%
46915 CONTRACTED PRISONER BOARDING	-900,000	-900,000	-804,625.00	.00	-95,375.00	89.4%
46960 REGISTRAR'S SALARY SUPPLEMENT	-15,164	-15,164	-11,373.00	-3,791.00	-3,791.00	75.0%
46980 OTHER STATE GRANTS	-4,030,250	-4,539,850	-2,662,426.32	-253,946.99	-1,877,423.68	58.6%
46990 OTHER STATE REVENUES	-82,000	-216,775	-109,851.61	-11,126.97	-106,923.39	50.7%
47235 HOMELAND SECURITY GRANTS	-74,350	-277,736	-71,073.43	.00	-206,662.57	25.6%
47590 OTHER FEDERAL THROUGH STATE	-35,000	-608,552	-497,471.24	-3,981.94	-111,080.76	81.7%
47700 ASSET FORFEITURE FUNDS	-57,500	-57,500	.00	.00	-57,500.00	.0%
47990 OTHER DIRECT FEDERAL REVENUE	-2,400	-2,400	-2,001.57	.00	-398.43	83.4%
48130 CONTRIBUTIONS	-256,490	-256,490	-259,494.46	-11,250.00	3,004.46	101.2%
48140 CONTRACTED SERVICES	-280,000	-280,000	-353,579.85	-40,814.22	73,579.85	126.3%
48610 DONATIONS	-4,500	-333,500	-366,285.17	-232.00	32,785.17	109.8%
48990 OTHER	0	-4,000	-4,000.00	.00	.00	100.0%
48991 OPIOID SETTLEMENT FUNDS	0	0	-146,120.51	.00	146,120.51	100.0%
49700 INSURANCE RECOVERY	-20,000	-182,549	-279,635.27	-38,596.86	97,086.27	153.2%
49800 OPERATING TRANSFERS	-25,000	-1,025,000	-52,851.20	.00	-972,148.80	5.2%
TOTAL COUNTY GENERAL	-151,890,657	-155,316,501	-146,080,890.61	-5,901,158.98	-9,235,610.39	94.1%

131 GENERAL ROADS

40110 CURRENT PROPERTY TAX	-12,754,000	-12,754,000	-12,615,407.23	.00	-138,592.77	98.9%
40120 TRUSTEE'S COLLECTIONS - PYR	-105,000	-105,000	-164,423.16	.00	59,423.16	156.6%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-3,000	-3,000	-244.20	.00	-2,755.80	8.1%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-55,000	-55,000	-57,750.20	.00	2,750.20	105.0%
40140 INTEREST & PENALTY	-57,733	-57,733	-47,133.85	.00	-10,599.15	81.6%
40270 BUSINESS TAX	-200,000	-200,000	-75,759.26	-17,765.01	-124,240.74	37.9%
40280 MINERAL SEVERANCE TAX	-385,000	-385,000	-193,718.70	-43,537.48	-191,281.30	50.3%
40320 BANK EXCISE TAX	-45,000	-45,000	-58,819.02	.00	13,819.02	130.7%
44170 MISCELLANEOUS REFUNDS	-25,000	-25,000	-18,002.13	-8,415.72	-6,997.87	72.0%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
44530 SALE OF EQUIPMENT	0	-105,500	-105,964.00	.00	464.00	100.4%
46410 BRIDGE PROGRAM	-790,000	-790,000	.00	.00	-790,000.00	.0%
46420 STATE AID PROGRAM	-2,000,000	-2,000,000	-848,458.08	.00	-1,151,541.92	42.4%
46920 GASOLINE & MOTOR FUEL TAX	-4,264,000	-4,264,000	-3,437,568.68	-333,785.68	-826,431.32	80.6%
46925 HYBRID/ELECTRIC VEHICLE REGIS	0	0	-52,692.94	-5,929.14	52,692.94	100.0%
46930 PETROLEUM SPECIAL TAX	-138,000	-138,000	-109,360.39	-12,151.14	-28,639.61	79.2%
46980 OTHER STATE GRANTS	-1,900,000	-1,900,000	.00	.00	-1,900,000.00	.0%
48120 PAVING & MAINTENANCE	0	0	-197,711.24	-57,180.06	197,711.24	100.0%
49700 INSURANCE RECOVERY	-3,000	-3,000	-37,638.68	.00	34,638.68	1254.6%
TOTAL GENERAL ROADS	-22,724,733	-22,830,233	-18,020,651.76	-478,764.23	-4,809,581.24	78.9%
151 DEBT SERVICE						
40110 CURRENT PROPERTY TAX	-30,974,000	-30,974,000	-30,637,397.09	.00	-336,602.91	98.9%
40120 TRUSTEE'S COLLECTIONS - PYR	-600,000	-600,000	-400,153.17	.00	-199,846.83	66.7%
40125 TRUSTEE COLLECTIONS - BANKRUP	-5,000	-5,000	-724.42	.00	-4,275.58	14.5%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-250,000	-250,000	-146,245.45	.00	-103,754.55	58.5%
40140 INTEREST & PENALTY	-200,000	-200,000	-115,910.03	.00	-84,089.97	58.0%
40163 PMTS IN LIEU OF TAXES - OTHER	-2,162,555	-2,162,555	-3,499,336.60	-145,493.00	1,336,781.60	161.8%
40210 LOCAL OPTION SALES TAX	-700,000	-700,000	-659,269.58	-64,035.76	-40,730.42	94.2%
40250 LITIGATION TAX - GENERAL	-400,000	-400,000	-360,652.68	-48,014.57	-39,347.32	90.2%
40266 LITIGATION TAX-JAIL/WH/CH	-400,000	-400,000	-387,812.64	-51,747.46	-12,187.36	97.0%
40270 BUSINESS TAX	-200,000	-200,000	-75,759.26	-17,765.01	-124,240.74	37.9%
40285 ADEQUATE FACILITIES TAX	-1,800,000	-1,800,000	-1,780,000.00	-197,000.00	-20,000.00	98.9%
40320 BANK EXCISE TAX	-175,000	-175,000	-142,846.21	.00	-32,153.79	81.6%
44110 INTEREST EARNED	-9,000,000	-9,000,000	-4,568,890.69	-318,228.33	-4,431,109.31	50.8%
48130 CONTRIBUTIONS	-124,200	-124,200	.00	.00	-124,200.00	.0%
49800 OPERATING TRANSFERS	-7,433,771	-7,433,771	.00	.00	-7,433,771.00	.0%
TOTAL DEBT SERVICE	-54,424,526	-54,424,526	-42,774,997.82	-842,284.13	-11,649,528.18	78.6%
171 CAPITAL PROJECTS						
40110 CURRENT PROPERTY TAX	-12,754,000	-12,754,000	-12,615,417.37	.00	-138,582.63	98.9%
40120 TRUSTEE'S COLLECTIONS - PYR	-150,000	-150,000	-164,545.60	.00	14,545.60	109.7%
40125 TRUSTEE COLLECTIONS - BANKRUP	0	0	-256.06	.00	256.06	100.0%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-65,000	-65,000	-56,166.64	.00	-8,833.36	86.4%
40140 INTEREST & PENALTY	-50,000	-50,000	-46,752.58	.00	-3,247.42	93.5%
40220 HOTEL/MOTEL TAX	-2,400,000	-2,400,000	-1,871,055.48	.00	-528,944.52	78.0%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
40240 WHEEL TAX	-7,600,000	-7,600,000	-5,883,145.13	-791,962.28	-1,716,854.87	77.4%
40320 BANK EXCISE TAX	-50,000	-50,000	-58,819.02	.00	8,819.02	117.6%
44110 INTEREST EARNED	-100,000	-100,000	.00	.00	-100,000.00	.0%
44540 SALE OF PROPERTY	0	0	-913,956.04	-913,956.04	913,956.04	100.0%
47180 COMMUNITY DEVELOPMENT	0	-811,609	-726,641.87	-121,068.00	-84,967.13	89.5%
47590 OTHER FEDERAL THROUGH STATE	0	0	-525,079.50	.00	525,079.50	100.0%
48130 CONTRIBUTIONS	0	-696,765	-334,386.00	.00	-362,379.00	48.0%
48990 OTHER	0	-1,300,000	-1,300,000.00	.00	.00	100.0%
49100 BOND PROCEEDS	-50,000,000	-50,000,000	.00	.00	-50,000,000.00	.0%
49700 INSURANCE RECOVERY	0	-250,000	.00	.00	-250,000.00	.0%
49800 OPERATING TRANSFERS	0	-2,093,652	.00	.00	-2,093,652.00	.0%
TOTAL CAPITAL PROJECTS	-73,169,000	-78,321,026	-24,496,221.29	-1,826,986.32	-53,824,804.71	31.3%
266 WORKER'S COMPENSATION						
44170 MISCELLANEOUS REFUNDS	0	0	-146.25	.00	146.25	100.0%
49700 INSURANCE RECOVERY	0	0	-2,267.13	.00	2,267.13	100.0%
49800 OPERATING TRANSFERS	-1,127,111	-1,171,299	.00	.00	-1,171,299.00	.0%
TOTAL WORKER'S COMPENSATION	-1,127,111	-1,171,299	-2,413.38	.00	-1,168,885.62	.2%
GRAND TOTAL	-303,336,027	-312,063,585	-231,375,174.86	-9,049,193.66	-80,688,410.14	74.1%

** END OF REPORT - Generated by Mariel Lopez-Gonzalez **

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 COUNTY GENERAL							
51100 COUNTY COMMISSION	448,899	449,008	232,632.31	27,046.62	45,333.00	171,042.69	61.9%
51210 BOARD OF EQUALIZATION	10,770	10,770	.00	.00	.00	10,770.00	.0%
51220 BEER BOARD	7,306	7,306	4,080.10	575.00	.00	3,225.90	55.8%
51240 OTHER BOARDS & COMMITTEES	6,890	6,890	3,008.68	.00	.00	3,881.32	43.7%
51300 COUNTY MAYOR	919,497	937,958	776,689.69	86,520.34	5,034.79	156,233.86	83.3%
51310 HUMAN RESOURCES	1,532,014	1,563,450	1,043,032.62	158,141.48	50,303.02	470,114.71	69.9%
51400 COUNTY ATTORNEY	300,000	300,000	195,068.12	24,381.22	.00	104,931.88	65.0%
51500 ELECTION COMMISSION	914,910	1,282,410	730,046.75	78,472.85	34,573.21	517,790.04	59.6%
51600 REGISTER OF DEEDS	1,052,806	1,052,806	786,873.79	91,059.20	14,473.66	251,458.55	76.1%
51720 PLANNING	578,569	654,911	536,543.19	55,174.04	.00	118,367.81	81.9%
51730 BUILDING	903,844	903,844	739,808.44	105,368.11	12,716.22	151,319.34	83.3%
51750 CODES COMPLIANCE	1,665,354	1,691,782	1,377,663.08	174,108.97	2,309.02	311,809.90	81.6%
51760 GEOGRAPHICAL INFO SYSTEMS	321,330	424,263	325,749.87	27,500.00	55,913.08	42,600.13	90.0%
51800 COUNTY BUILDINGS	737,480	757,043	638,219.97	75,701.64	14,365.34	104,457.69	86.2%
51810 FACILITIES	4,845,349	4,917,968	3,978,092.30	438,405.99	304,651.24	635,223.96	87.1%
51900 OTHER GENERAL ADMINISTRATION	1,769,185	1,795,563	1,400,214.43	152,509.32	25,810.77	369,537.80	79.4%
51910 ARCHIVES	639,902	641,099	470,056.09	59,976.53	16,469.78	154,572.71	75.9%
52100 ACCOUNTS & BUDGETS	1,400,281	1,402,848	1,088,396.56	127,140.75	36,760.35	277,691.09	80.2%
52200 PURCHASING	550,332	550,832	400,605.20	50,990.71	7,546.71	142,680.09	74.1%
52300 PROPERTY ASSESSOR'S OFFICE	2,760,825	2,768,203	2,241,437.42	255,386.85	29,945.73	496,820.17	82.1%
52400 COUNTY TRUSTEES OFFICE	1,226,777	1,226,777	970,491.25	117,161.92	17,829.28	238,456.47	80.6%
52500 COUNTY CLERK'S OFFICE	4,914,679	4,933,205	4,039,664.54	550,144.21	43,148.23	850,392.11	82.8%
52600 INFORMATION SYSTEMS	5,743,173	6,739,172	4,834,346.75	509,043.39	573,754.81	1,331,070.61	80.2%
52900 OTHER FINANCE	61,300	61,300	5,553.03	.00	.00	55,746.97	9.1%
53100 CIRCUIT COURT	5,990,669	6,015,669	4,659,021.38	639,309.17	9,591.94	1,347,055.68	77.6%
53300 GENERAL SESSIONS COURT	992,366	993,062	798,289.10	171,935.91	5,919.96	188,853.04	81.0%
53330 DRUG COURT	149,626	111,500	75,852.45	7,575.62	15,514.55	20,133.00	81.9%
53400 CHANCERY COURT	1,230,779	1,230,779	995,223.79	127,160.69	3,795.54	231,759.67	81.2%
53500 JUVENILE COURT	2,212,744	2,354,017	1,806,447.12	166,310.18	124,600.15	422,969.73	82.0%
53600 DISTRICT ATTORNEY GENERAL	438,727	439,527	351,371.18	52,462.16	7,628.34	80,527.48	81.7%
53610 OFFICE OF PUBLIC DEFENDER	219,911	264,015	139,637.56	46.35	.00	124,377.44	52.9%
53700 JUDICIAL COMMISSIONERS	459,458	468,211	389,409.96	47,471.98	2,854.05	75,946.53	83.8%
53800 SPECIAL COURTS	1,010,497	1,180,615	677,421.23	99,161.51	40,914.44	462,279.33	60.8%
53900 OTHER ADMINISTRATION/ JUSTICE	552,208	552,208	447,127.56	55,355.56	.00	105,080.44	81.0%
53910 ADULT PROBATION SERVICES	1,504,705	1,633,714	1,151,755.19	157,403.30	31,003.88	450,954.93	72.4%
54110 SHERIFF'S DEPARTMENT	20,668,174	24,102,763	19,241,593.33	2,490,096.57	247,232.17	4,613,937.29	80.9%
54120 SPECIAL PATROLS	7,112,743	7,126,047	5,606,014.96	748,361.64	58,888.40	1,461,144.09	79.5%
54150 DRUG ENFORCEMENT	47,500	122,500	87,131.48	1,589.68	.00	35,368.52	71.1%
54160 SEXUAL OFFENDER REGISTRY	22,370	22,370	11,018.63	1,484.58	181.36	11,170.01	50.1%
54210 JAIL	20,522,250	20,268,905	15,970,525.65	1,968,475.09	618,920.28	3,679,459.45	81.8%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54220 WORKHOUSE	2,284,903	2,292,825	1,949,526.48	244,474.49	65,298.57	277,999.95	87.9%
54230 COMMUNITY CORRECTIONS	888,381	890,879	629,456.64	83,066.92	15,414.03	246,008.33	72.4%
54240 JUVENILE SERVICES	521,270	580,780	416,417.69	55,844.75	25,816.66	138,545.65	76.1%
54310 FIRE PREVENTION & CONTROL	3,986,328	4,092,655	2,557,730.31	494,691.79	138,155.90	1,396,768.38	65.9%
54410 EMERGENCY MANAGEMENT	496,069	585,248	430,521.40	63,723.77	8,399.90	146,326.70	75.0%
54490 OTHER EMERGENCY MANAGEMENT	0	203,386	105,073.66	51,491.10	1,825.40	96,486.94	52.6%
54610 COUNTY CORONER / MED EXAMINER	585,000	585,000	418,680.00	27,200.00	8,800.00	157,520.00	73.1%
55110 HEALTH DEPARTMENT	315,931	316,431	254,443.92	32,330.12	2,796.21	59,190.87	81.3%
55120 RABIES & ANIMAL CONTROL	2,836,467	3,243,355	2,294,614.92	288,680.58	79,837.51	868,902.61	73.2%
55130 AMBULANCE SERVICE	22,290,181	23,402,020	18,715,579.67	2,476,998.71	448,790.31	4,237,649.86	81.9%
55190 OTHER LOCAL HLTH SRVCS (WIC)	3,696,661	3,696,661	2,519,724.02	339,902.72	365.45	1,176,571.53	68.2%
55390 APPROPRIATION TO STATE	156,123	156,123	122,211.00	.00	.00	33,912.00	78.3%
55590 OTHER LOCAL WELFARE SERVICES	20,825	20,825	10,500.00	1,000.00	.00	10,325.00	50.4%
56500 LIBRARIES	4,099,487	4,099,487	4,099,487.00	.00	.00	.00	100.0%
56700 PARKS & FAIR BOARDS	4,950,311	5,170,849	3,831,907.56	513,655.11	410,848.11	928,093.33	82.1%
56900 OTHER SOCIAL, CULTURAL & REC	9,688	9,688	3,448.33	311.20	.00	6,239.67	35.6%
57100 AGRICULTURAL EXTENSION SERVIC	598,184	623,078	346,222.94	26,746.97	23,758.43	253,096.63	59.4%
57300 FOREST SERVICE	2,000	2,000	2,000.00	.00	.00	.00	100.0%
57500 SOIL CONSERVATION	76,849	77,449	66,030.07	9,031.96	229.18	11,189.75	85.6%
58110 TOURISM	1,825,000	1,825,000	1,878,536.62	224,691.73	.00	-53,536.62	102.9%
58120 INDUSTRIAL DEVELOPMENT	2,548,179	2,548,179	1,844,599.98	.00	.00	703,579.02	72.4%
58220 AIRPORT	509,683	509,683	509,683.20	.00	.00	-.20	100.0%
58300 VETERAN'S SERVICES	903,869	903,869	736,581.61	100,057.91	8,730.05	158,557.34	82.5%
58400 OTHER CHARGES	4,783,000	4,783,000	4,719,613.32	1,576.00	.00	63,386.68	98.7%
58500 CONTRIBUTION TO OTHER AGENCIE	2,931,500	3,777,749	1,047,672.23	3,314.00	.00	2,730,076.77	27.7%
58600 EMPLOYEE BENEFITS	826,000	826,000	686,459.54	42,176.01	.00	139,540.46	83.1%
58900 MISC-CONT RESERVE	15,000	15,000	4,250.00	.00	.00	10,750.00	28.3%
64000 LITTER & TRASH COLLECTION	227,224	227,224	169,448.66	23,614.42	.00	57,775.34	74.6%
99100 OPERATING TRANSFERS	1,994,440	4,132,280	.00	.00	.00	4,132,280.00	.0%
TOTAL COUNTY GENERAL	160,824,752	171,562,033	129,596,535.52	15,003,589.39	3,697,049.01	38,268,448.42	77.7%
131 GENERAL ROADS							
61000 ADMINISTRATION	1,058,226	1,081,999	853,071.89	118,997.41	42,811.58	186,115.13	82.8%
62000 HIGHWAY & BRIDGE MAINTENANCE	13,298,370	15,247,794	8,710,328.57	900,525.95	2,000,695.52	4,536,769.90	70.2%
63100 OPERATION & MAINT OF EQUIPMEN	1,882,038	1,932,608	1,583,260.71	239,827.52	139,901.70	209,445.71	89.2%
63600 TRAFFIC CONTROL	1,241,703	1,262,932	808,882.03	71,525.99	56,014.19	398,035.32	68.5%
65000 OTHER CHARGES	679,171	680,876	445,935.70	23,366.57	1,565.00	233,375.30	65.7%
66000 EMPLOYEE BENEFITS	71,000	71,000	51,446.68	8,530.32	.00	19,553.32	72.5%
68000 CAPITAL OUTLAY	4,105,300	6,272,157	2,589,217.03	256,060.80	1,453,627.83	2,229,312.46	64.5%
99100 OPERATING TRANSFERS	132,671	132,671	.00	.00	.00	132,671.00	.0%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL ROADS	22,468,479	26,682,037	15,042,142.61	1,618,834.56	3,694,615.82	7,945,278.14	70.2%
151 DEBT SERVICE							
82110 PRINCIPAL-GENERAL GOVERNMENT	14,405,450	14,405,450	11,051,350.00	.00	.00	3,354,100.00	76.7%
82130 PRINCIPAL-EDUCATION	21,315,366	21,315,366	17,479,171.55	.00	.00	3,836,194.45	82.0%
82210 INTEREST-GENERAL GOVERNMENT	9,593,754	9,593,754	6,526,613.85	.00	.00	3,067,140.15	68.0%
82230 INTEREST-EDUCATION	9,517,343	9,517,343	7,304,402.94	.00	.00	2,212,940.06	76.7%
82310 OTHER DEBT SERV-COUNTY GOVT	404,500	404,500	275,086.86	.00	.00	129,413.14	68.0%
82330 OTHER DEBT SERV.-EDUCATION	503,000	503,000	407,225.37	.00	.00	95,774.63	81.0%
TOTAL DEBT SERVICE	55,739,413	55,739,413	43,043,850.57	.00	.00	12,695,562.43	77.2%
171 CAPITAL PROJECTS							
00000 NON-DEDICATED ACCOUNT	365,000	365,000	329,689.93	.00	.00	35,310.07	90.3%
91110 GENERAL ADMINISTRATION PROJEC	0	11,240,027	6,570,460.29	212,069.22	1,427,061.42	3,242,505.64	71.2%
91130 PUBLIC SAFETY PROJECTS	18,995,000	22,845,344	1,256,202.38	219,100.00	4,268,099.08	17,321,042.89	24.2%
91140 PUBLIC HEALTH /WELFARE PROJEC	3,400,000	5,761,482	2,565,379.12	379,323.51	2,903,854.67	292,247.86	94.9%
91150 SOCIAL/CULTURAL/REC PROJECTS	2,500,000	9,254,654	4,530,312.77	345,989.71	1,619,369.95	3,104,971.77	66.4%
91160 AG & NAT RESOURCES PROJECTS	0	4,375,049	184,714.24	62,074.17	520,115.76	3,670,219.00	16.1%
91190 OTHER GENERAL GOVT PROJECTS	0	105,345	.00	.00	.00	105,345.00	.0%
91200 HIGHWAY & STREET CAP PROJECTS	7,000,000	37,144,981	6,467,265.87	613,393.86	2,683,255.40	27,994,459.30	24.6%
91300 EDUCATION CAPITAL PROJECTS	6,000,000	65,883,110	46,683,941.00	8,500,000.00	.00	19,199,169.00	70.9%
99100 OPERATING TRANSFERS	6,433,771	7,433,771	.00	.00	.00	7,433,771.00	.0%
TOTAL CAPITAL PROJECTS	44,693,771	164,408,763	68,587,965.60	10,331,950.47	13,421,756.28	82,399,041.53	49.9%
266 WORKER'S COMPENSATION							
51810 FACILITIES	0	0	5.16	.00	.00	-5.16	100.0%
51920 RISK MANAGEMENT	1,238,793	1,438,848	778,094.23	108,181.34	54,309.59	606,443.70	57.9%
54110 SHERIFF'S DEPARTMENT	0	0	11,735.78	1,111.88	.00	-11,735.78	100.0%
54210 JAIL	0	0	26,516.30	1,998.98	.00	-26,516.30	100.0%
54230 COMMUNITY CORRECTIONS	0	0	60.00	.00	.00	-60.00	100.0%
54310 FIRE PREVENTION & CONTROL	0	0	2,227.60	.00	.00	-2,227.60	100.0%
55120 RABIES & ANIMAL CONTROL	0	0	857.88	572.53	.00	-857.88	100.0%
55130 AMBULANCE SERVICE	0	0	17,551.86	6,524.04	.00	-17,551.86	100.0%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 10

JOURNAL DETAIL 2026 1 TO 2026 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55754 LANDFILL OPERATION/MAINTENANC	0	0	6,899.92	195.15	.00	-6,899.92	100.0%
56500 LIBRARIES	0	0	120.00	.00	.00	-120.00	100.0%
56700 PARKS & FAIR BOARDS	0	0	4,870.01	1,585.25	.00	-4,870.01	100.0%
62000 HIGHWAY & BRIDGE MAINTENANCE	0	0	4,131.30	.00	.00	-4,131.30	100.0%
TOTAL WORKER'S COMPENSATION	1,238,793	1,438,848	853,070.04	120,169.17	54,309.59	531,467.89	63.1%
GRAND TOTAL	284,965,208	419,831,093	257,123,564.34	27,074,543.59	20,867,730.70	141,839,798.41	66.2%

*** END OF REPORT - Generated by Mariel Lopez-Gonzalez ***

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Montgomery County, Tennessee
Office of Trustee
Monthly Financial Report
For the Month Ending 4/30/2026

ASSET		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
999-11120	CASH ON HAND	2,000.00	30,694,133.37	30,894,133.37	2,000.00
999-11130-003	F & M BANK-TAX PAYMENTS	14,581,855.68	228,414.24	0.00	14,810,269.92
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	2,258,482.53	96,358.50	45,148.00	2,309,673.03
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	2,560,140.96	8,411.89	0.00	2,568,552.85
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	3,120,800.77	146,666.74	67,377.70	3,200,089.81
999-11130-025	LEGENDS BANK - BI-COUNTY FEES	10,000.00	241,840.22	241,840.22	10,000.00
999-11130-026	PLANTERS BANK -209	454,162.58	10,880.56	1,458.28	463,584.86
999-11130-027	REGIONS - OPERATING	97,381,950.08	131,948,418.59	141,107,302.42	88,203,066.25
999-11130-029	REGIONS - SCHOOL CLEARING	200.00	19,334,382.89	19,334,382.89	200.00
999-11130-030	CMCSS CREDIT CARD ACCT	1,326,651.78	16,086.57	871.79	1,341,866.56
999-11130-031	REGIONS - MCG CLEARING	0.00	16,895,345.59	16,895,345.59	0.00
999-11130-032	F & M DISBURSEMENTS	176,537.61	340,093.40	428,401.18	88,229.83
999-11130-033	LEGENDS BANK - BI-COUNTY TIPPING FEES	10,029.59	152,000.12	152,001.97	10,027.74
999-11300-004	LEGENDS BANK - 207	9,971,325.85	421,298.95	0.00	10,392,624.80
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	58,165.82	179.82	0.00	58,345.64
999-11300-035	REGIONS - E911	532,821.97	2,211.54	0.00	535,033.51
999-11300-040	BAIRD	0.00	0.00	0.00	0.00
999-11300-041	R JAMES - 2016A G.O. PUBLIC IMP	10,464,313.40	5.49	23,731.28	10,440,587.61
999-11300-042	SHERIFF FEDERAL TREASURY	4,301.22	17.85	0.00	4,319.07
999-11300-043	SHERIFF FEDERAL JUSTICE	229,919.38	954.31	0.00	230,873.69
999-11300-049	F & M - TAX DEPOSITS	3,252,144.88	2,282,147.78	807,259.45	4,927,033.21
999-11300-053	REGIONS - AMERICAN RESCUE PLAN ACT	19,640,372.40	81,519.69	0.00	19,721,892.09
999-11300-054	MULTI-BANK SECURITIES	116,401,207.47	395,945.07	550,684.91	116,246,487.63
999-11300-055	SERIES 2022A CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-057	F & M ICS	8,954,914.31	22,844.51	0.00	8,977,758.82
999-11300-058	REGIONS - ACH ACCOUNT	0.00	5,859,964.90	5,859,964.90	0.00
999-11300-059	SERIES 2023A CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-060	SERIES 2023B CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-061	REGIONS - OPIOID ABATEMENT SETTLEMEN	2,104,767.17	510,593.75	30,553.92	2,584,807.00
999-11300-062	US BANK - MORETON CAPITAL MARKETS	111,906,923.77	99,756.23	417,743.19	111,588,936.81
999-11300-063	TOWER COMMUNITY BANK	5,385,650.25	56,571.46	5,442,221.71	0.00
999-11300-064	SERIES 2022B -CONSTRUCTION BONDS	0.00	0.00	0.00	0.00
999-11300-065	REGIONS - BI-COUNTY LANDFILL	9,448,616.76	39,217.60	0.00	9,487,834.36
999-11300-066	F & M - ICS NEW 2025	20,727,954.58	79,366.34	0.00	20,807,320.92
999-11300-067	FHN FINANCIAL	5,123,934.00	0.00	0.00	5,123,934.00
999-11300-068	SHERIFF'S OFFICE-FY26 GRANT	0.00	399,358.29	0.00	399,358.29
999-11410	STATE OF TN TAX RELIEF CURR YR	52,551.00	9,932.00	46,245.00	16,238.00
999-11515	COUNTY TAX RELIEF	0.00	3,016.00	3,016.00	0.00
		446,122,675.81	210,377,934.26	221,949,663.77	434,650,946.30

LIABILITY		Beginning	Debits	Credits	Ending
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20120	EXCESS LAND SALE PAYMENTS 2012	4,739.39	0.00	0.00	4,739.39
999-20130	EXCESS LAND SALE PAYMENTS 2013	53,146.79	0.00	0.00	53,146.79
999-20140	EXCESS LAND SALE PAYMENTS 2014	46,401.47	0.00	0.00	46,401.47
999-21900	TELLER OVER/SHORT	0.00	0.00	0.00	0.00
999-22200	OVERPAYMENTS	245,366.64	129,341.39	62,614.24	178,639.49
999-22200-001	PAYMENT OVERAGES	139.07	0.00	5.53	144.60
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	0.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	1,011.30	1,011.30	0.00
999-28311	UNDISTRIBUTED TAXES PAID IN ADVANCE	1,628.00	0.00	0.00	1,628.00
999-29900	FEE/COMMISSION ACCOUNT	538,629.45	539,005.00	202,599.68	202,224.13
101	COUNTY GENERAL FUND	101,432,655.42	16,452,509.63	7,358,326.89	92,338,472.68
122	DRUG CONTROL FUND	65,569.46	149.41	2,591.12	68,011.17
127	AMERICAN RECOVERY ACT	13,933,054.30	1,390,987.72	583,562.22	13,125,628.80
131	GENERAL ROAD FUND	12,440,368.32	1,545,571.44	594,523.90	11,489,320.78
141	GENERAL PURPOSE SCHOOL FUND	149,925,489.76	36,339,577.98	41,783,768.27	155,369,680.05
142	SCHOOL FEDERAL PROJECTS FUND	9,538,300.29	6,918,829.25	1,966,102.30	4,585,573.34
143	CHILD NUTRITION FUND	11,848,914.32	2,225,992.26	1,970,159.63	11,593,081.69
144	SCHOOL SYSTEM TRANS FUND	13,747,896.86	2,418,742.59	2,158,172.41	13,487,326.68
146	EXTENDED SCHOOL PROGRAM FUND	3,944,438.52	0.00	0.00	3,944,438.52
151	DEBT SERVICE FUND	37,715,697.77	202,229.10	1,101,028.50	38,614,497.17
171	CAPITAL PROJECTS FUND	33,167,928.30	10,172,508.03	2,188,899.76	25,184,320.03
177	EDU CAPITAL PROJECTS FUND	5,101,553.46	2,964,509.74	8,500,000.00	10,637,043.72
207	BI-COUNTY LANDFILL	19,459,909.57	1,860,360.73	1,884,319.52	19,483,868.36
208	EMERGENCY COMMUNICATIONS DISTRICT	7,125,489.08	407,447.56	658,964.66	7,377,006.18
209	LIBRARY FUND	2,581,807.69	445,414.31	56,992.33	2,193,385.71
263	SELF INSURANCE TRUST FUND	21,451,035.72	8,492,694.28	10,039,333.05	22,997,674.49
266	WORKERS' COMPENSATION	546,402.68	130,591.58	12,572.71	428,383.71
267	UNEMPLOYMENT COMPENSATION	37,846.61	1,670.00	1,670.00	37,846.61
351	CITY OF CLARKSVILLE - SALES TAX	0.00	2,399,314.85	2,399,314.85	0.00
362	MGC RAIL AUTHORITY	53,921.37	17,888.20	8,035.68	44,068.85
363	JUDICIAL DISTRICT DRUG FUND	1,014,449.99	71,026.48	20,343.88	963,767.39
364	DISTRICT ATTORNEY FUND	24,064.98	616.45	1,347.34	24,795.87
365	PORT AUTHORITY	50,000.00	0.00	0.00	50,000.00
		446,122,676.81	95,127,889.28	83,666,259.77	434,660,946.30

This report is submitted in accordance with requirements of section 5-8-505,
and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge,
information and belief accurately reflects transactions of this office for the month ended April 30, 2026.

Kimberly Wiggins by Schuyler C. D.
Signature

5-16-2026
Date

Montgomery County Trustee

COMPARISON OF HOTEL OCCUPANCY TAX COLLECTIONS										
MONTH	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
JANUARY	\$ 27,098.84	\$ 30,533.18	\$ 48,458.76	\$50,828.98	\$ 65,230.13	\$ 72,800.02	\$ 78,874.92	\$ 63,103.00	\$ 73,675.57	\$ 80,603.04
FEBRUARY	\$ 29,909.16	\$ 30,389.03	\$ 47,751.41	\$53,770.38	\$ 68,380.09	\$ 91,527.44	\$ 67,626.09	\$ 63,689.44	\$ 71,126.97	\$ 78,321.88
MARCH	\$ 31,464.65	\$ 32,987.23	\$ 56,924.49	\$54,806.34	\$ 93,121.20	\$ 103,994.62	\$ 70,053.21	\$ 65,063.08	\$ 78,796.55	\$ 83,799.10
APRIL	\$ 36,921.57	\$ 39,278.27	\$ 64,682.11	\$75,899.40	\$ 94,829.04	\$ 92,468.13	\$ 102,342.68	\$ 99,137.03	\$ 112,761.36	\$ 122,941.33
MAY	\$ 45,431.12	\$ 40,659.75	\$ 67,111.76	\$71,882.71	\$ 91,093.92	\$ 96,224.80	\$ 90,741.56	\$ 85,506.62	\$ 103,205.69	\$ 90,117.49
JUNE	\$ 41,300.90	\$ 40,705.58	\$ 67,033.52	\$78,332.61	\$ 84,186.25	\$ 91,007.71	\$ 100,085.45	\$ 89,668.92	\$ 135,081.86	\$ 106,604.47
JULY	\$ 43,822.68	\$ 43,848.22	\$ 71,259.56	\$88,829.01	\$ 88,224.67	\$ 90,974.37	\$ 110,606.98	\$ 94,808.25	\$ 136,085.79	\$ 95,500.92
AUGUST	\$ 51,914.05	\$ 82,607.67	\$ 80,724.48	\$103,831.95	\$ 111,787.39	\$ 114,839.93	\$ 126,860.91	\$ 99,007.81	\$ 128,691.23	\$ 106,602.50
SEPTEMBER	\$ 45,085.51	\$ 77,573.12	\$ 75,928.35	\$71,760.72	\$ 89,163.84	\$ 88,227.22	\$ 103,528.65	\$ 93,998.21	\$ 122,277.00	\$ 94,452.48
OCTOBER	\$ 62,586.96	\$ 78,223.81	\$ 64,421.97	\$67,912.08	\$ 71,058.32	\$ 85,219.87	\$ 103,329.13	\$ 120,964.50	\$ 115,299.73	\$ 83,620.66
NOVEMBER	\$ 42,478.02	\$ 67,894.53	\$ 70,109.29	\$68,664.15	\$ 77,700.65	\$ 90,975.56	\$ 93,726.35	\$ 95,136.90	\$ 132,492.92	\$ 100,329.52
DECEMBER	\$ 37,644.94	\$ 54,665.88	\$ 64,491.24	\$65,970.79	\$ 71,088.08	\$ 87,086.86	\$ 88,085.13	\$ 93,788.01	\$ 89,362.16	\$ 116,462.45
YEARLY TOTAL	\$ 495,658.40	\$ 619,366.27	\$ 778,896.94	\$852,489.12	\$ 1,005,863.58	\$ 1,105,346.53	\$ 1,135,861.06	\$ 1,063,871.77	\$ 1,298,856.83	\$ 1,159,355.84
MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
JANUARY	\$ 87,058.36	\$ 98,797.30	\$ 93,568.93	\$ 122,959.56	\$ 101,963.52	\$ 106,908.64	\$ 118,820.77	\$ 113,056.55	\$ 114,268.84	\$ 131,329.69
FEBRUARY	\$ 103,484.37	\$ 122,425.01	\$ 98,617.91	\$ 130,592.70	\$ 84,950.58	\$ 111,395.05	\$ 108,102.01	\$ 105,945.34	\$ 114,189.67	\$ 142,245.75
MARCH	\$ 106,133.80	\$ 97,223.36	\$ 123,655.30	\$ 130,540.42	\$ 89,897.89	\$ 107,789.42	\$ 97,758.36	\$ 122,221.56	\$ 111,730.41	\$ 157,852.20
APRIL	\$ 131,183.50	\$ 147,129.46	\$ 141,216.66	\$ 166,930.70	\$ 127,011.20	\$ 172,086.66	\$ 168,753.98	\$ 154,016.56	\$ 160,436.24	\$ 191,271.58
MAY	\$ 124,347.50	\$ 140,099.75	\$ 148,155.80	\$ 145,100.30	\$ 114,744.33	\$ 137,305.59	\$ 163,656.94	\$ 159,382.00	\$ 165,458.19	\$ 181,337.94
JUNE	\$ 128,926.73	\$ 156,904.04	\$ 165,434.81	\$ 156,556.28	\$ 149,278.38	\$ 149,761.84	\$ 167,364.58	\$ 173,701.26	\$ 171,984.70	\$ 213,499.05
JULY	\$ 138,948.38	\$ 155,002.42	\$ 166,721.40	\$ 142,543.24	\$ 139,764.87	\$ 155,951.38	\$ 163,931.64	\$ 182,334.33	\$ 181,262.97	\$ 215,170.38
AUGUST	\$ 138,546.34	\$ 159,398.89	\$ 189,029.54	\$ 144,944.86	\$ 138,508.95	\$ 141,828.40	\$ 183,006.76	\$ 193,937.40	\$ 244,700.44	\$ 221,120.45
SEPTEMBER	\$ 110,943.01	\$ 139,077.22	\$ 183,172.65	\$ 137,762.39	\$ 123,496.85	\$ 134,695.73	\$ 136,037.06	\$ 183,545.89	\$ 200,094.86	\$ 209,451.76
OCTOBER	\$ 103,998.14	\$ 106,852.14	\$ 150,626.03	\$ 136,406.87	\$ 118,284.80	\$ 131,945.61	\$ 137,714.25	\$ 156,101.99	\$ 177,865.83	\$ 312,670.78
NOVEMBER	\$ 117,095.86	\$ 111,906.42	\$ 169,407.63	\$ 139,934.80	\$ 133,540.36	\$ 159,367.06	\$ 162,825.42	\$ 168,948.08	\$ 166,973.57	\$ 359,166.51
DECEMBER	\$ 107,900.37	\$ 110,667.80	\$ 151,081.34	\$ 112,969.35	\$ 124,889.36	\$ 120,067.79	\$ 148,644.37	\$ 135,623.41	\$ 136,062.06	\$ 304,165.85
YEARLY TOTAL	\$ 1,398,566.36	\$ 1,545,483.81	\$ 1,780,688.00	\$1,667,241.47	\$ 1,446,331.09	\$ 1,629,103.17	\$ 1,756,616.14	\$ 1,848,814.37	\$ 1,945,027.78	\$ 2,639,281.94

[illegible]

CLARKSVILLE-MONTGOMERY COUNTY														
SALES TAX COLLECTIONS COMPARISON REPORT														
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017				
July	\$ 3,851,625.57	\$ 3,807,908.75	\$ 3,944,322.43	\$ 3,973,449.15	\$ 4,368,524.95	\$ 4,969,328.68	\$ 4,610,593.54	\$ 4,852,678.91	\$ 5,168,417.10	\$ 5,108,887.39				
August	\$ 4,048,062.83	\$ 3,969,101.90	\$ 4,155,944.24	\$ 4,485,348.58	\$ 4,365,279.31	\$ 4,770,982.11	\$ 4,742,043.02	\$ 5,021,678.21	\$ 5,207,421.78	\$ 5,488,585.29				
September	\$ 3,697,338.74	\$ 3,591,425.40	\$ 3,765,577.37	\$ 4,044,918.09	\$ 4,687,426.40	\$ 4,458,831.11	\$ 4,419,749.47	\$ 4,702,911.95	\$ 5,180,576.80	\$ 5,168,524.78				
October (August Coll.)	\$ 3,813,108.63	\$ 3,666,073.38	\$ 3,836,157.44	\$ 3,971,998.55	\$ 5,337,736.53	\$ 4,615,095.98	\$ 4,466,644.01	\$ 4,728,833.37	\$ 4,864,832.93	\$ 5,153,508.18	Sales Tax Holiday 8/5-7/2011, 8/3-5/2012, 8/2-4/2013, 8/1-3/2014			
November	\$ 3,900,630.43	\$ 3,614,756.11	\$ 3,824,985.82	\$ 3,943,598.18	\$ 5,120,107.11	\$ 4,634,486.72	\$ 4,613,925.43	\$ 4,903,526.36	\$ 5,121,809.98	\$ 5,382,914.73				
December	\$ 3,476,063.68	\$ 3,479,758.37	\$ 3,746,233.68	\$ 3,865,625.08	\$ 4,668,853.03	\$ 4,330,938.36	\$ 4,538,509.17	\$ 4,800,598.96	\$ 4,805,275.18	\$ 5,035,853.77				
January	\$ 3,782,928.31	\$ 3,911,901.46	\$ 3,918,328.61	\$ 3,978,924.86	\$ 4,936,179.84	\$ 4,575,580.98	\$ 4,681,693.42	\$ 5,011,973.14	\$ 5,151,710.36	\$ 5,319,404.23				
February	\$ 4,792,942.94	\$ 4,984,794.05	\$ 5,220,113.70	\$ 5,316,606.81	\$ 6,281,020.97	\$ 5,624,805.48	\$ 5,928,617.84	\$ 6,595,642.59	\$ 6,735,732.88	\$ 7,131,134.54	December (actual collection month) Typical Yearly High Sales Tax Collection Month			
March	\$ 3,158,680.40	\$ 3,529,385.22	\$ 3,579,055.71	\$ 3,519,094.43	\$ 4,247,079.33	\$ 3,685,858.93	\$ 4,043,956.23	\$ 4,367,324.16	\$ 4,503,712.84	\$ 4,734,698.38				
April	\$ 3,351,393.11	\$ 3,738,282.75	\$ 3,801,787.78	\$ 3,944,756.92	\$ 4,803,176.86	\$ 4,286,888.78	\$ 4,580,279.94	\$ 4,341,404.11	\$ 4,911,278.37	\$ 4,594,902.21				
May	\$ 3,814,407.26	\$ 4,044,427.55	\$ 4,305,544.93	\$ 4,527,749.91	\$ 5,310,119.72	\$ 4,751,487.50	\$ 4,933,619.42	\$ 5,157,153.72	\$ 5,522,250.32	\$ 5,755,448.68				
June	\$ 3,543,826.22	\$ 3,833,299.78	\$ 4,050,116.50	\$ 4,365,430.36	\$ 4,774,273.97	\$ 4,546,342.21	\$ 4,722,890.55	\$ 4,942,895.62	\$ 5,182,876.37	\$ 5,536,547.51	Sales Tax Holiday April 25-27, 2008			
TOTAL	\$ 45,231,008.12	\$ 46,171,114.72	\$ 48,148,168.21	\$ 49,937,500.92	\$ 58,879,778.02	\$ 55,450,626.84	\$ 56,282,522.04	\$ 59,426,621.10	\$ 62,355,894.89	\$ 64,410,409.69				
Increase/Decrease	(\$525,338.19)	\$940,106.60	\$ 1,977,053.49	\$ 1,789,332.71	\$ 8,942,277.10	(\$3,429,151.18)	\$ 831,895.20	\$ 3,144,099.06	\$ 2,929,273.79	\$ 2,054,514.80				
MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027				
July	\$ 5,593,532.25	\$ 6,102,326.70	\$ 6,902,369.20	\$ 7,463,613.69	\$ 8,433,496.17	\$ 9,802,378.64	\$ 9,779,447.70	\$ 10,312,318.25	\$ 10,800,864.35					
August	\$ 5,679,437.81	\$ 6,273,117.82	\$ 6,720,676.29	\$ 7,511,004.74	\$ 8,363,509.31	\$ 9,797,993.70	\$ 9,850,798.62	\$ 10,352,608.71	\$ 10,879,721.60					
September	\$ 5,386,830.74	\$ 5,896,213.41	\$ 6,460,370.74	\$ 7,120,547.59	\$ 7,883,492.57	\$ 9,349,554.19	\$ 9,560,633.39	\$ 10,301,882.38	\$ 10,820,752.48					
October	\$ 5,308,674.32	\$ 6,354,157.14	\$ 6,395,967.83	\$ 6,794,012.89	\$ 8,108,436.77	\$ 8,858,683.04	\$ 8,851,824.79	\$ 10,535,686.85	\$ 10,844,777.92					
November	\$ 5,730,063.05	\$ 6,164,829.97	\$ 6,395,604.71	\$ 7,168,367.05	\$ 8,365,163.70	\$ 9,188,246.15	\$ 9,053,081.77	\$ 10,213,666.28	\$ 10,458,116.79					
December	\$ 5,408,782.14	\$ 6,530,750.49	\$ 6,384,366.08	\$ 7,393,332.27	\$ 8,570,042.79	\$ 9,381,236.53	\$ 9,628,951.27	\$ 10,394,827.20	\$ 10,754,886.48					
January	\$ 5,735,987.66	\$ 6,387,448.34	\$ 6,800,428.76	\$ 7,637,987.96	\$ 9,259,650.78	\$ 9,431,133.77	\$ 9,818,552.06	\$ 10,380,529.50	\$ 10,715,268.75					
February	\$ 7,519,440.21	\$ 9,137,199.69	\$ 10,549,656.26	\$ 9,869,277.73	\$ 10,701,832.46	\$ 11,039,939.28	\$ 13,524,268.29	\$ 12,307,267.76	\$ 13,017,964.09		December (actual collection month) Typical Yearly High Sales Tax Collection Month			
March	\$ 4,943,127.78	\$ 5,562,368.10	\$ 5,800,973.91	\$ 7,461,758.93	\$ 7,918,282.14	\$ 8,535,259.38	\$ 9,266,496.26	\$ 9,367,333.34	\$ 9,237,981.34					
April	\$ 5,260,194.37	\$ 5,605,081.09	\$ 6,028,266.10	\$ 5,902,061.34	\$ 8,117,715.66	\$ 8,480,877.06	\$ 9,444,604.94	\$ 9,262,465.43	\$ 9,912,853.56					
May	\$ 6,263,155.39	\$ 6,846,882.72	\$ 6,690,623.37	\$ 9,175,685.56	\$ 9,750,110.66	\$ 9,805,054.55	\$ 10,442,871.95	\$ 10,956,989.00						
June	\$ 5,969,030.53	\$ 6,697,484.42	\$ 6,493,692.03	\$ 8,629,283.76	\$ 9,586,650.79	\$ 9,701,363.71	\$ 10,158,996.88	\$ 10,680,854.45						
Total	\$ 68,788,256.25	\$ 77,557,959.89	\$ 81,622,995.28	\$ 92,126,933.51	\$ 105,058,383.80	\$ 113,371,720.00	\$ 119,380,527.92	\$ 125,066,429.15	\$ 107,441,187.36	\$ -				
Increase/(Decrease)	\$ 4,387,846.56	\$ 8,759,703.64	\$ 4,065,035.39	\$ 10,503,938.23	\$ 12,931,450.29	\$ 8,313,336.20	\$ 6,008,807.92	\$ 5,685,901.23						
Kimberly B. Wiggins, Montgomery County Trustee, May 8, 2026						Events that mark Notable Change in Clarksville/Montgomery County Sales Tax Revenue								
						FISCAL YEAR	EVENT							
Dec., 2007-The Worst Recession since the Great Depression began						2007-2008	Presidential Election/Housing Crisis/Banking/Stock Market/Interest Rates Decline/The Big Unwind							
June, 2009-"Official" Ending of the Worst Recession since the Great Depression, per the Federal Government Officials						2007-2008	Operation Enduring Freedom							
October, 2010-"This is the Slowest and Feeblest Recovery in the U.S.A.'s History,"--Steve Forbes						9/2008 \$200 Bill. Federal Bailout of Fannie & Freddie, Lehman Chap.11, Merrill bought by BoFA, AIG loaned \$85bill. By Fed. Reserve								
First Quarter, 2011-4/4&13/11 WSJ called the US Economy "The Incredible Shrinking Recovery"-The US Economy appears to have grown by little more than 1.5% in the 1st Qtr., well below the 4% annualized most expected back in January.														
It is no coincidence that bank earnings have been retreating as well. Inflation/Stagflation, in the 3 months ending Feb., 2011, was running at an annualized rate of 5.6% and does not come close to compensating Investors with their current low interest rate of .00%--.25%.														
WSJ-"Great Symbolic Blow" 8/5/11-America Gets Downgraded from AAA+ to AA+ by Standard & Poors-now 18 countries in the world have a better credit rating than the U.S.A.														
Jan. 2013-THE NEW YORK TIMES Matthew Bishop "The latest green shoots of recovery in the United States already show signs of turning brown." Paul Krugman "Without a radical change in economic policy in both the United States and Europe,														
the likeliest outcome is a prolonged depression, perhaps not as "great" as in the 1930's but with clear similarities, above all in the immense human cost of needlessly high unemployment."														
Jan. 14, 2013 Hemlock Semiconductor LLC delays the start up of the Clarksville facility.					For Calendar Year 2013-Economists are predicting a 1.4% GDP									
October 14, 2013, Hankook Tire coming to Clarksville with 1,800 direct jobs and build an \$800million manufacturing facility in Clarksville/Montgomery County														
December 16, 2014-Fort Campbell uncertainty and Hemlock to close permanently. Leaf Chronicle											WSJ 3/21/2018 Fed See Growth Ahead in Economy the Fed Funds Rate was raised from 1.50%-1.75% and the Fed's penciled in 2 more rate increases this year.			
											WSJ 8/21/2018 Fed Funds Rate 1.75%-2.00% APY			

Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

	City of Clarksville	School Operations	School Debt Service	Total Monthly Sales Tax
FY 2007-2008 Totals	\$ 11,068,305.39	\$ 31,260,284.87	\$ 2,902,417.86	\$ 45,231,008.12
FY 2008-2009 Totals	\$ 11,282,434.89	\$ 31,923,859.91	\$ 2,964,819.92	\$ 46,171,114.72
FY 2009-2010 Totals	\$ 11,762,260.45	\$ 33,293,704.75	\$ 3,092,203.01	\$ 48,148,168.21
FY 2010-2011 Totals	\$ 12,160,832.28	\$ 34,564,521.72	\$ 3,212,146.92	\$ 49,937,500.92
FY 2011-2012 Totals	\$ 14,489,406.12	\$ 40,622,715.82	\$ 3,767,656.08	\$ 58,879,778.02
FY 2012-2013 Totals	\$ 13,594,753.04	\$ 38,301,020.55	\$ 3,554,853.25	\$ 55,450,626.84
FY 2013-2014 Totals	\$ 13,814,065.84	\$ 38,862,274.65	\$ 3,606,181.55	\$ 56,282,522.04
FY 2014-2015 Totals	\$ 14,467,222.96	\$ 41,136,304.15	\$ 3,823,093.99	\$ 59,426,621.10
FY 2015-2016 Totals	\$ 16,056,308.82	\$ 46,365,733.92	\$ 155,485.95	\$ 62,577,528.69
FY 2016-2017 Totals	\$ 16,672,053.56	\$ 48,246,975.49	\$ 166,878.05	\$ 65,085,907.10
FY 2017-2018 Totals	\$ 17,637,260.05	\$ 52,034,593.37	\$ 228,877.29	\$ 69,900,730.71
FY 2018-2019 Totals	\$ 19,073,787.26	\$ 59,323,678.41	\$ 408,095.19	\$ 78,805,560.86
FY 2019-2020 Totals	\$ 20,425,080.37	\$ 62,183,181.72	\$ 366,306.13	\$ 82,974,568.22
FY 2020-2021 Totals	\$ 23,436,271.61	\$ 70,146,468.64	\$ 366,580.31	\$ 93,949,320.56
FY 2021-2022 Totals	\$ 26,620,794.06	\$ 80,567,738.67	\$ 673,217.93	\$ 107,861,750.66
FY 2022-2023 Totals	\$ 27,826,067.56	\$ 84,863,158.25	\$ 712,368.17	\$ 113,401,593.98
FY 2023-2024 Totals	\$ 29,408,355.83	\$ 90,206,380.17	\$ 800,472.56	\$ 120,415,208.56
FY 2024-2025 Totals	\$ 30,421,953.31	\$ 94,732,543.38	\$ 927,591.45	\$ 126,082,088.14

FY 2025-26 by Month	City of Clarksville	School Operations	School Debt Service	Total Monthly Sales Tax
July	\$ 2,590,921.00	\$ 8,161,147.62	\$ 68,683.86	\$ 10,820,752.48
August	\$ 2,578,554.37	\$ 8,187,534.53	\$ 78,689.02	\$ 10,844,777.92
September	\$ 2,505,508.58	\$ 7,881,664.01	\$ 68,944.20	\$ 10,456,116.79
October	\$ 2,565,679.64	\$ 8,113,760.51	\$ 75,446.33	\$ 10,754,886.48
November	\$ 2,561,773.07	\$ 8,077,995.27	\$ 75,500.41	\$ 10,715,268.75
December	\$ 3,108,010.23	\$ 9,819,950.30	\$ 90,003.56	\$ 13,017,964.09
January	\$ 2,264,011.69	\$ 6,923,876.92	\$ 50,092.73	\$ 9,237,981.34
February	\$ 2,399,314.85	\$ 7,449,502.95	\$ 64,035.76	\$ 9,912,853.56
March				\$ -
April				\$ -
May				\$ -
June				\$ -
TOTALS	\$ 20,573,773.43	\$ 64,615,432.11	\$ 571,395.87	\$ 85,760,601.41

CLARKSVILLE
REGIONAL
AIRPORT

Airport Authority Quarterly

Report



3rd Quarter FY-26

ELEVATE YOUR EXPECTATIONS.

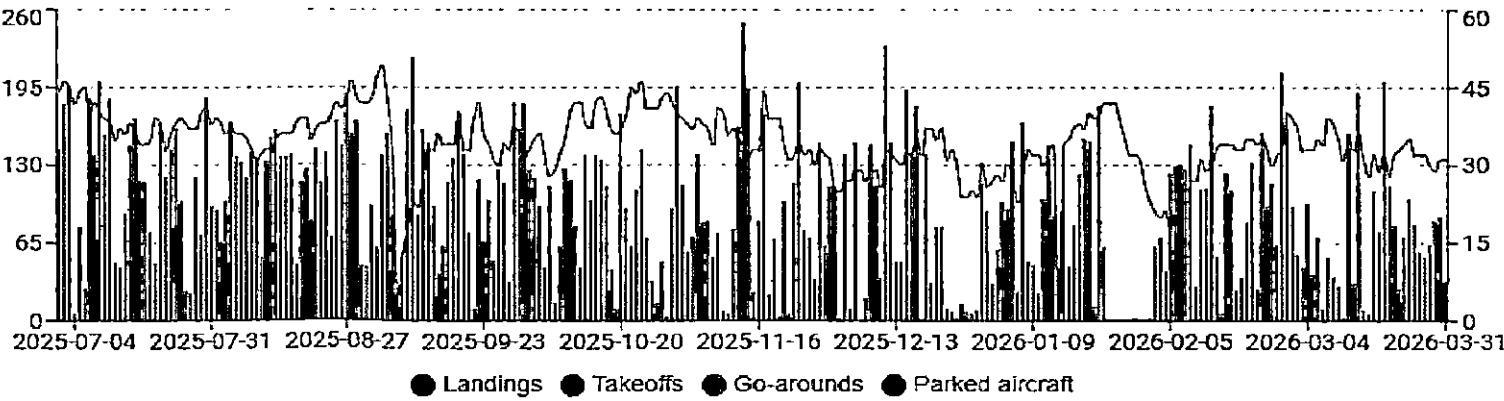
The strategic choice for general aviation and business travel in the Clarksville-Montgomery County area.

Operating Report (Traffic) YTD

TOTAL OPERATIONS	①	LANDINGS	TAKEOFFS	GO-AROUNDS
25,238		11,653	12,585	1,000

Year to year comparison will start when sufficient data collected.

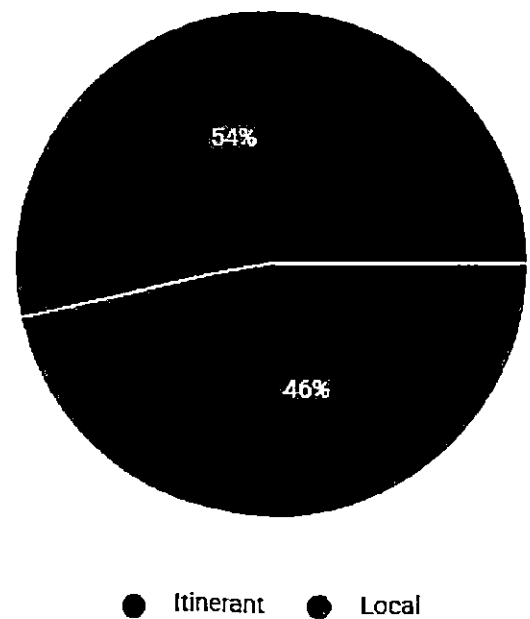
OPERATIONS BY DAY ①



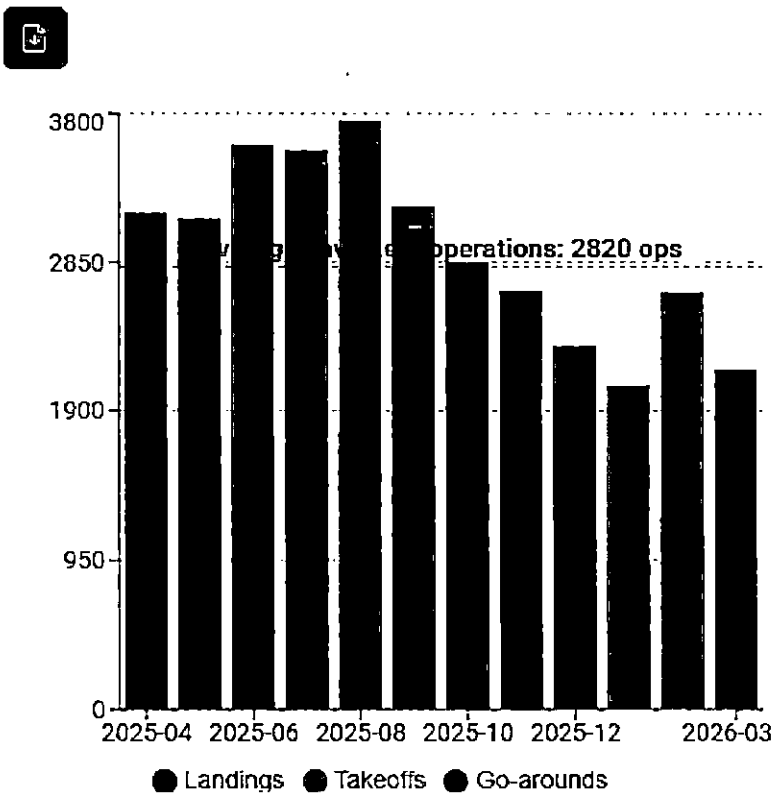
Operating Report (Traffic)

12 Month History

LOCAL VS. ITINERANT FLIGHTS ①

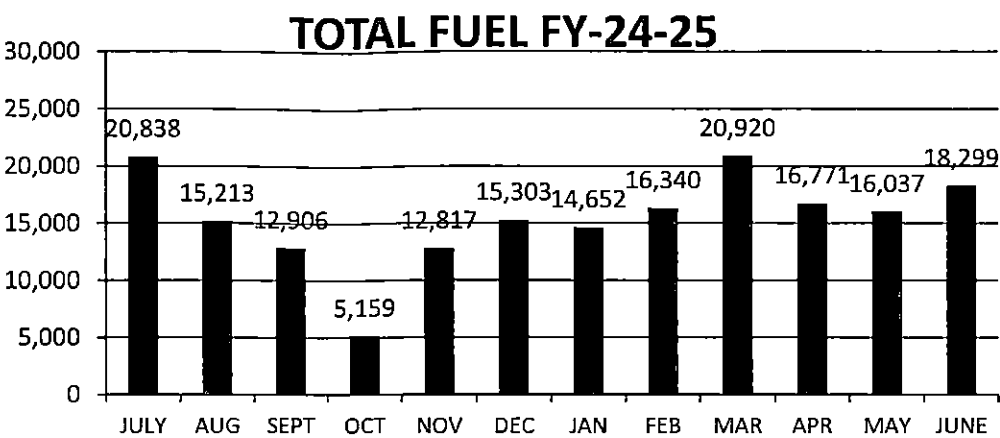


LANDINGS AND TAKEOFFS BY MONTH ①

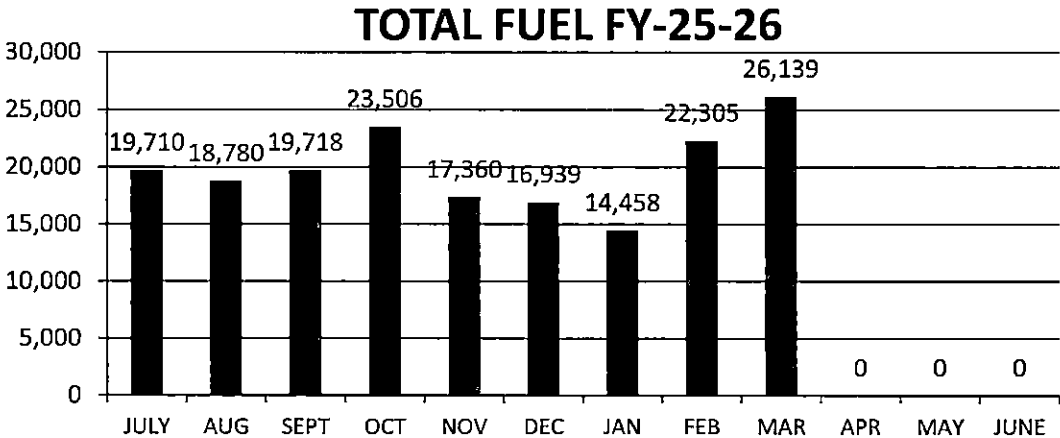


Operating Report (Fuel Sales)

Quarter: 8.8% ↑
YTD: 33.4% ↑



MONTH	JET A	AVGAS	TOTAL
JULY	9,902	10,936	20,838
AUG	6,869	8,344	15,213
SEPT	4,833	8,073	12,906
OCT	2,256	2,903	5,159
NOV	6,947	5,870	12,817
DEC	9,058	6,245	15,303
JAN	7,341	7,311	14,652
FEB	9,800	6,540	16,340
MAR	10,988	9,932	20,920
APR	10,420	6,351	16,771
MAY	8,696	7,341	16,037
JUNE	10,509	7,790	18,299
Total	97,619	87,636	185,255



MONTH	JET A	AVGAS	TOTAL
JULY	10,602	9,108	19,710
AUG	10,712	8,068	18,780
SEPT	11,468	8,250	19,718
OCT	14,949	8,557	23,506
NOV	11,338	6,022	17,360
DEC	10,856	6,083	16,939
JAN	8,847	5,611	14,458
FEB	15,105	7,200	22,305
MAR	18,571	7,568	26,139
APR			0
MAY			0
JUNE			0
Total	112,448	66,467	178,915

Fuel Sales Projection

- Estimated Annual Fuel sales by quarterly performance:

- Forecast by Quarter FY25

- 232,832 Gallons 1st QTR Projection
- 232,026 Gallons 2nd QTR Projection
- 238,553 Gallons 3rd QTR Projection
- Gallons EOY Actual

- Forecast by Quarter FY25

- 163,828 Gallons 1st QTR
- 164,472 Gallons 2nd QTR Projection
- 178,864 Gallons 3rd QTR Projection
- 185,525 Gallons EOY Actual

Total Gallons by Fiscal Year

F/Y 05-06	130,753
F/Y 06-07	132,757
F/Y 07-08	82,344
F/Y 08-09	97,290
F/Y 09-10	76,334
F/Y 10-11	105,527
F/Y 11-12	191,284
F/Y 12-13	135,448
F/Y 13-14	105,439
F/Y 14-15	99,298
F/Y 15-16	100,303
F/Y 16-17	105,114
F/Y 17-18	137,545
F/Y 18-19	131,291
F/Y 19-20	116,526
F/Y 20-21	177,703
F/Y 21-22	232,324
F/Y 22-23	197,949
F/Y 23-24	230,809
F/Y 24-25	185,255

Project Update

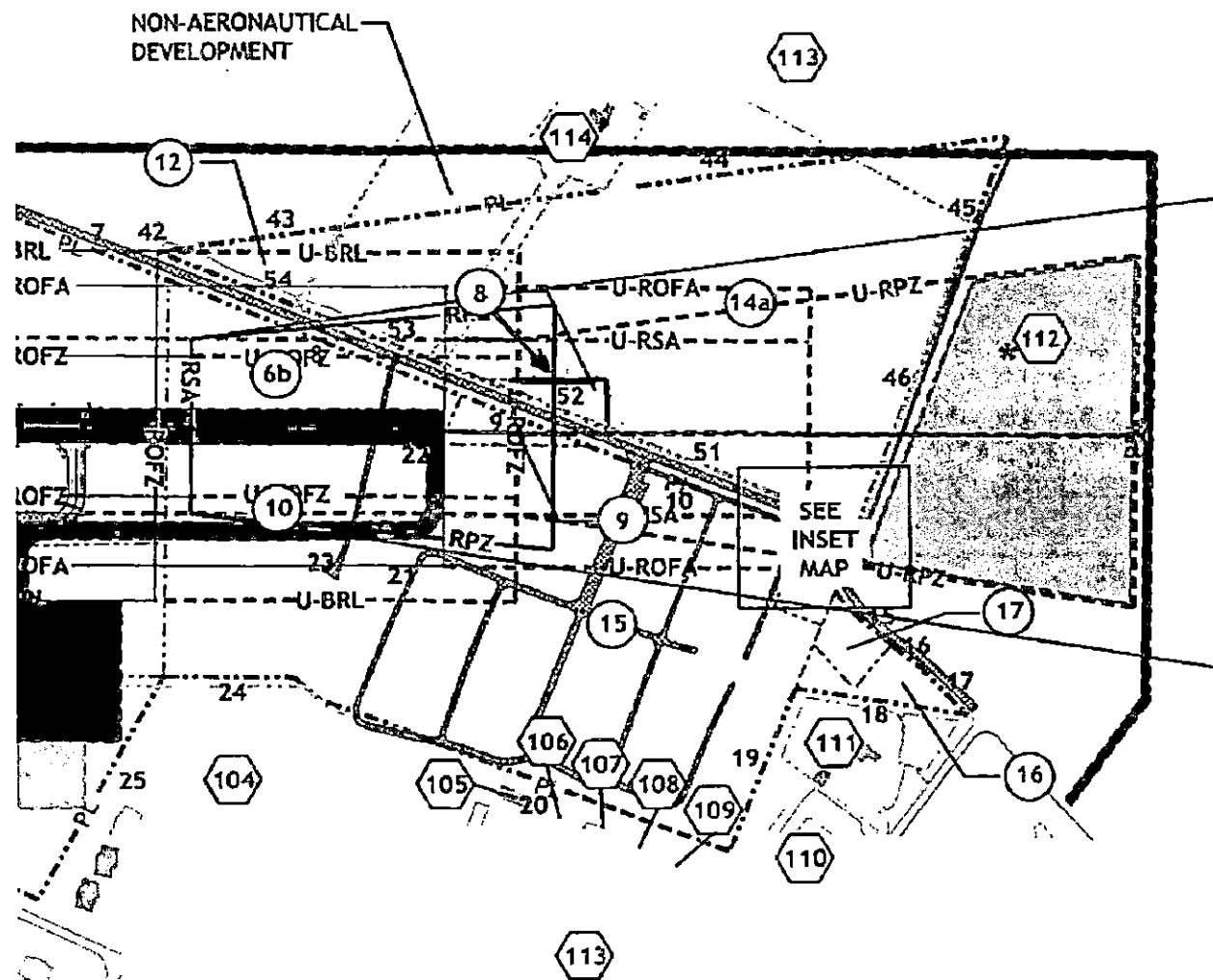
– Terminal Parking Lot (addition)

- Bid Awarded – \$538,493.34
 - TugSun Paving, Clarksville
 - Spring 2026 start

– South Apron (State)

- Contract executed
- Construction Start Early spring 2026
 - Asphalt production scheduling
- 21 Day project

Tobacco Road Property – Hadley Family Farm



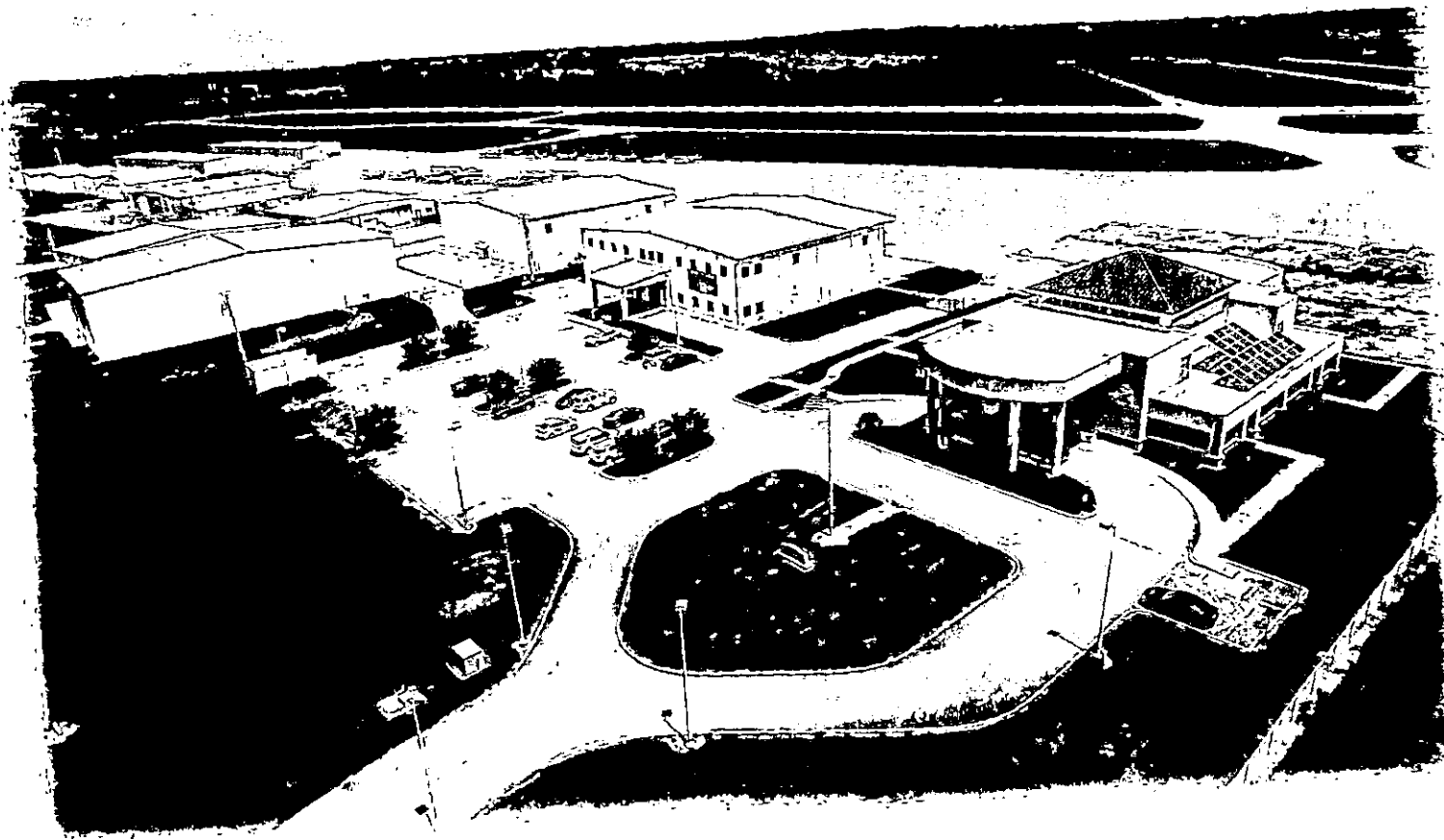
New Business

- Tobacco Road Property – Hadley Family Farm
 - \$500,000
 - Conditions of sale: 28.518 acres
 - » 15 year no development – Must stay “as is”
 - » 12 months to close
- Originally purchased April 1996
 - Intended for runway expansion
 - No reasonable expectation of expansion to the south

Old Business

- Legends Account - CDs
 - 12 month CD converted to 24 month CD
 - New interest rate 3.6%
 - Two separate CDs now staggered every other year

Thank you for your continued support!



Capital Projects

May 2026

Quarterly Construction Update Report

Report Provided By: Nick Powell, Chief County Engineer



Courts Center Project – 2nd Floor Courtroom

ENGINEERING

Capital Projects – May 2026 – Construction Update Report

Courts Center Renovation – Phase 3

Architect/Designer: Rufus Johnson & Associates
General Contractor: C & C Contracting, LLC.
Project Status: Construction
Contract Date: November 8, 2024
Contract Completion Date: February 2026
Budget: \$ 410,000 (Design), \$ 6,600,000 (Construction)
Current Contract Amount: \$400,000*(Design), \$4,992,012.77 (Prime Contract), \$1,373,150*(Other Const. Costs)
Percentage Complete: 100% Construction
Comments:

- This project is complete.
- Crews only have a few punch list items remaining. A safety glass wall is to be added in the 2nd floor courtroom, as well as some benches that were requested to increase the seating capacity.
- The generator that feeds the entire Courts Complex has recently experienced a failure that cannot be repaired under maintenance. We are requesting budget funds to replace this system.



ENGINEERING

Capital Projects – May 2026 – Construction Update Report

Rossvie Road Widening

Architect/Designer:	HDR Engineering
General Contractor:	TBD
Project Status:	ROW Acquisition Phase, Utility Relocation Design
Contract Date:	TBD
Contract Completion Date:	TBD
Budget:	\$ 3,000,000 (Envir. & Design) \$ 12,800,000 (ROW) \$5,800,000 (Utility)
Current Contract Amount:	\$ 3,131,627 (Design) \$ 3,052,802 (ROW)
Percentage Complete:	86% ROW acquired, 96% ROW negotiated, 40% Utility Phase

Comments:

- Working on four final negotiations plus awaiting the City of Clarksville to sign their deed.
- Tract 12 is in condemnation. The re-survey for tract 59/60 has been completed and this tract is being redesigned due to grading changes. Tracts 17,29,57, & 98 were sent to AG for condemnation in February. Tract 19 is working through a release agreement by closing attorney. Tract 63 needs a maintenance agreement signed by TDOT.
- Utility: Utility easements for relocations will extend into 2027. TVA will begin the construction of a new tower in October 2026 while there is a scheduled outage of this main line.
- Construction is scheduled for funding by TDOT in FY 2028.



ENGINEERING

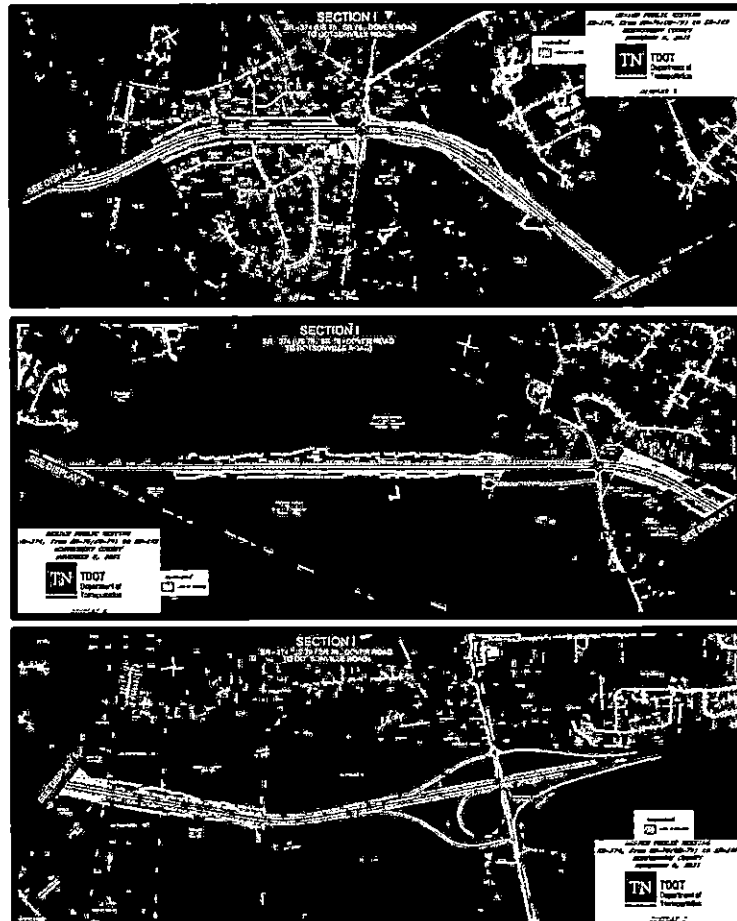
Capital Projects – May 2026 – Construction Update Report

SR 374

Architect/Designer:	Montgomery County Engineering plus added consultant
General Contractor:	TBD
Project Status:	Consultant selection
Contract Date:	TBD
Contract Completion Date:	TBD
Budget:	TBD
Current Contract Amount:	TBD
Percentage Complete:	Design Phase is complete. Pursuing ROW acquisition phase

Comments:

- New road project from Dover Road (SR 76) to Dotsonville Road.
- Montgomery County will be taking over the ROW Acquisition phase of this project from the State of TN.
- This is a State Route, and there are existing federal funds that are available to immediately start on this phase of the project.
- MCG Engineering is currently working through consultant qualification submittals to select the most qualified team to move forward into the ROW acquisition phase.



ENGINEERING

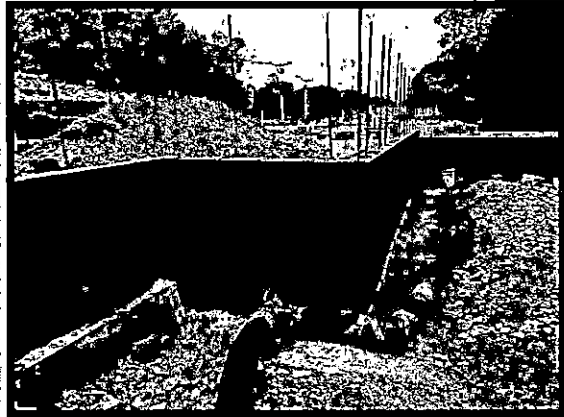
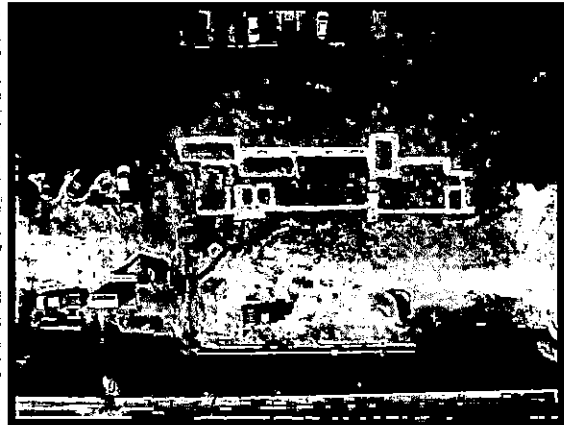
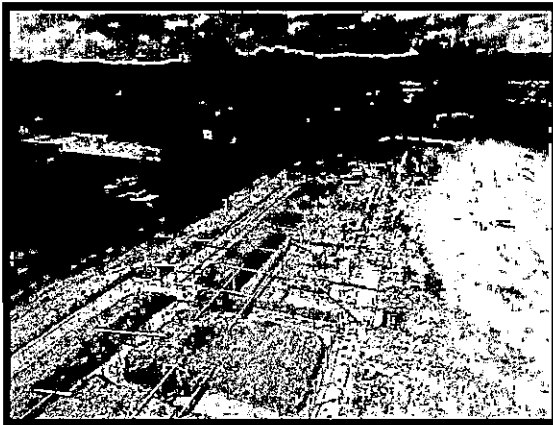
Capital Projects – May 2026 – Construction Update Report

EMS 28

Architect/Designer:	Montgomery County Engineering with TTL for Civil
General Contractor:	C & C Contracting, LLC
Project Status:	Construction
Contract Date:	December 22, 2025
Contract Completion Date:	December 13, 2026
Budget:	\$ 280,000 (Design), \$3,400,000 (Construction)
Current Contract Amount:	\$3,392,000
Percentage Complete:	22% Construction

Comments:

- The old Animal Shelter has been demolished to make room for the newly designed EMS 28 Station.
- All undercutting throughout the parking lot has been completed and the new sewer line is installed.
- The retention pond and rough grading in the grass areas are complete.
- The footers in the living areas in the building have been poured, and the concrete retaining wall has been installed.
- The storm drain has been completed, and the CMU block walls are being installed.



ENGINEERING

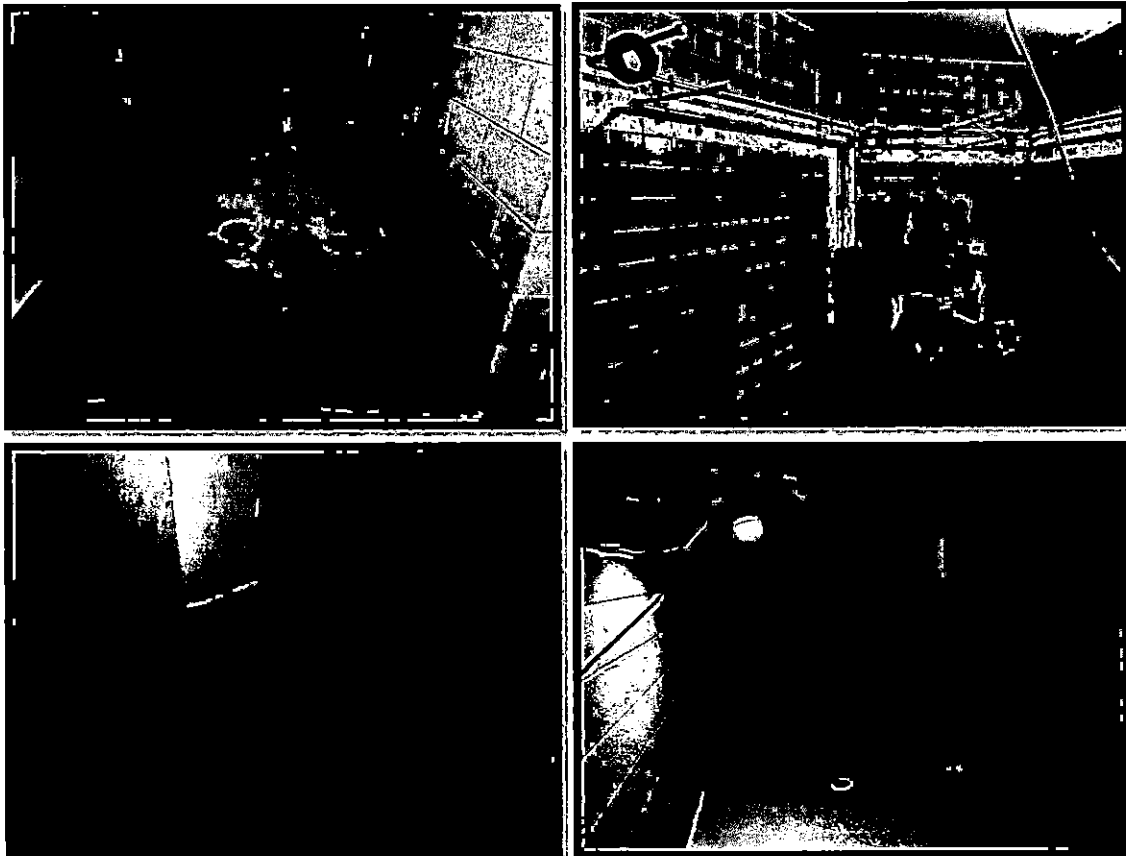
Capital Projects – May 2026 – Construction Update Report

1986 Jail Sewer Rehabilitation

Architect/Designer: Smith Seckman Reid, Inc.
General Contractor: C & C Contracting, LLC
Project Status: Construction
Contract Date: November 5, 2025
Contract Completion Date: April 24, 2026
Budget: \$ 52,534.30 (Design), \$292,648.70 (Construction)
Current Contract Amount: \$ 292,648.70
Percentage Complete: 95% Construction

Comments:

- Renovation of existing Sewer lines in the 1986 jail to reroute above ceiling lines.
- Adjustments to the routing was required during construction to tap into an existing line.
- Renovation also includes renovation of the pod showers to bring them up to current State standards.



ENGINEERING

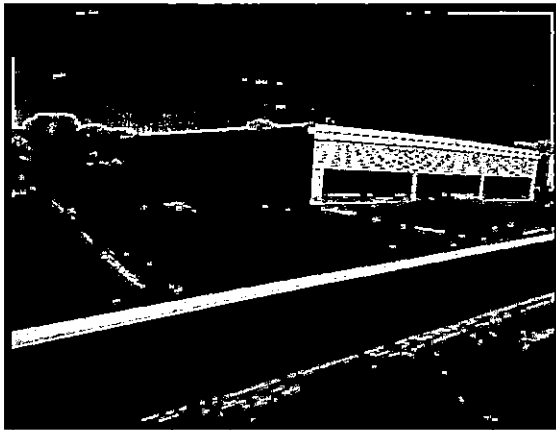
Capital Projects – May 2026 – Construction Update Report

Planning Commission, WIC & Health Department Roof Replacement

Architect/Designer: Walter P. Moore and Associates, Inc.
General Contractor: Don Kennedy Roofing
Project Status: Construction
Contract Date: October 2025
Contract Completion Date: May 2026
Budget: \$ 642,193 (Insurance)
Current Contract Amount: \$ 642,193 (Insurance)
Percentage Complete: 100% - Planning Commission is complete

Comments:

- This project is 100% funded by insurance.
- Montgomery County Planning Commission, WIC and Health Department buildings were all identified as needing roof repairs from hail damage.
- The Planning Commission office is now complete. The WIC and Health Department has started and is scheduled to be completed by the end of May.



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Capital Projects – May 2026 – Construction Update Report

Workhouse Demolition

Architect/Designer: Walter P. Moore and Associates, Inc.
General Contractor: Providence Builders
Project Status: Construction
Contract Date: November 3, 2025
Contract Completion Date: February 8, 2026
Budget: \$ 102,810.00 (Insurance)
Current Contract Amount: \$ 102,810.00 (Insurance)
Percentage Complete: 100% Construction

Comments:

- This project is complete and 100% funded by insurance.
- Geotech crew completed additional onsite investigations, and we are awaiting their final report.
- Additional funding for the injection well excavation has been put in the CIP.



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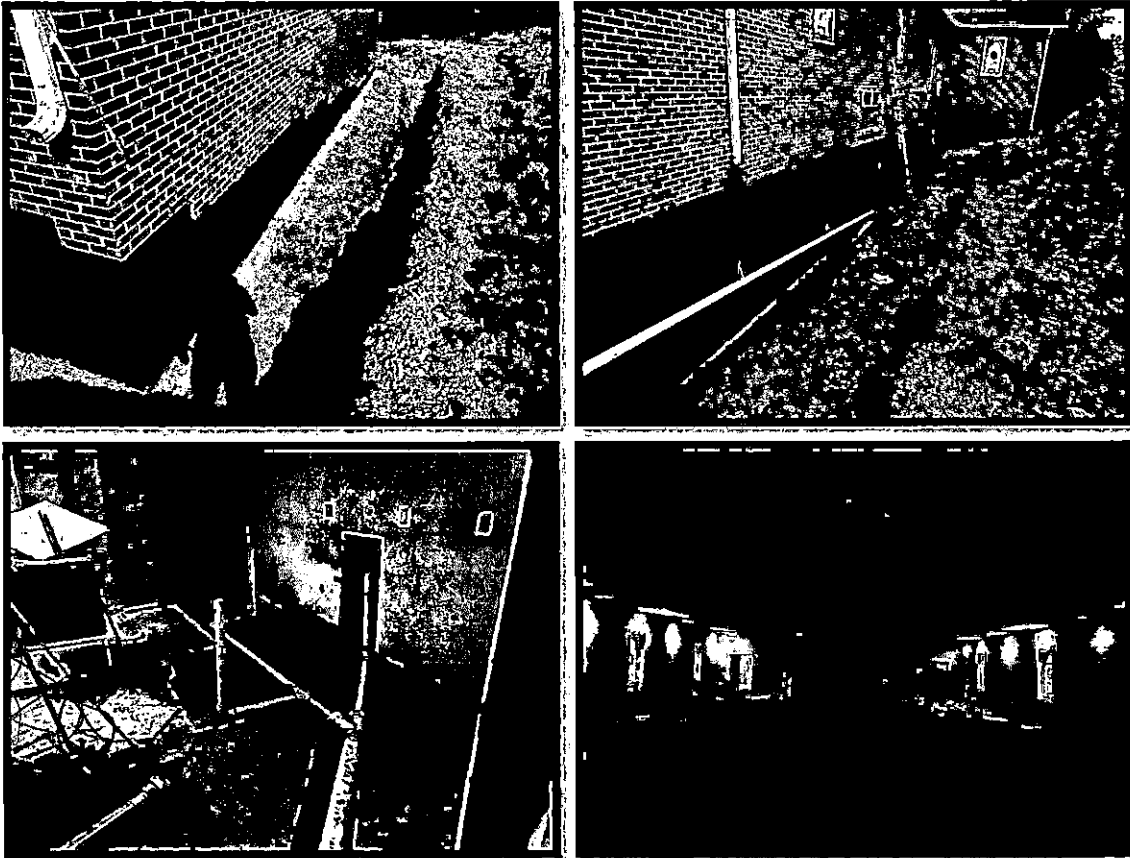
Capital Projects – May 2026 – Construction Update Report

Lone Oak Community Center

Architect/Designer: Montgomery County Engineering
General Contractor: Justice Farms
Project Status: Construction
Contract Date: March 11, 2026
Contract Completion Date: December 2, 2026
Budget: \$ 763,182.60 (Construction)
Current Contract Amount: \$ 527,719.50
Percentage Complete: 15% Construction

Comments:

- Demolition work is ahead of schedule and mostly complete.
- They have excavated the foundations of the building and are beginning to clean off the old block walls.
- Funding for new HVAC and parking lot asphalt patching/resurfacing has been included in the County CIP budget request.



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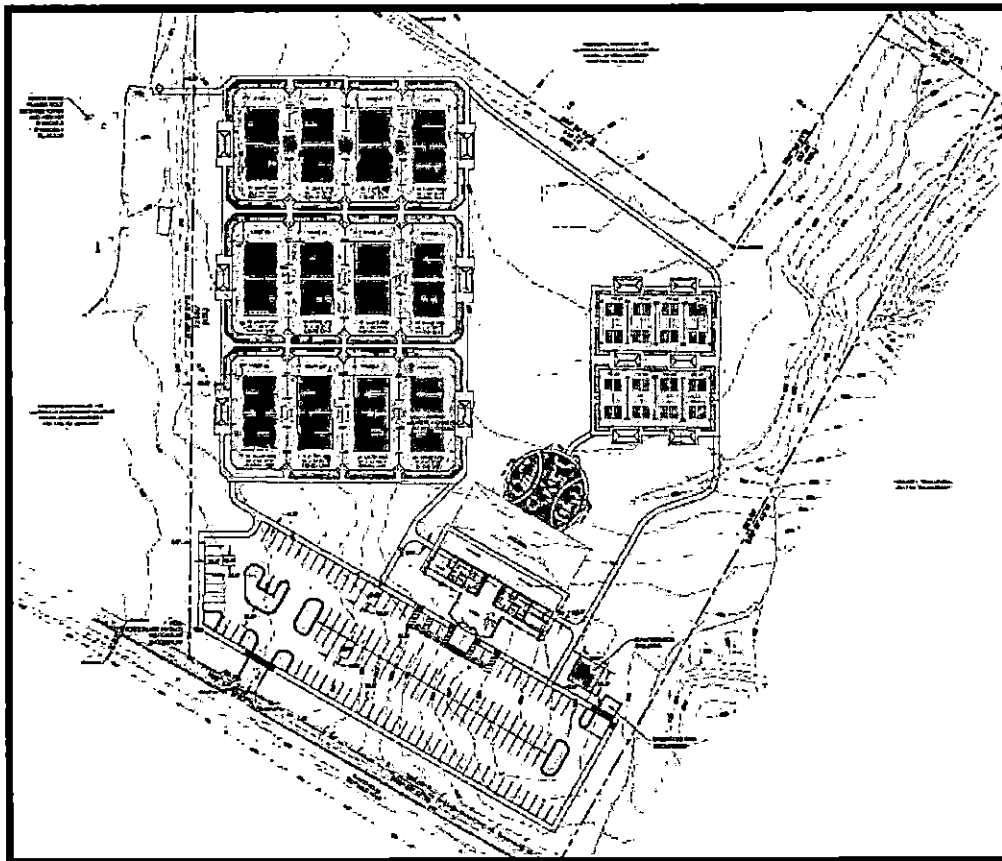
Capital Projects – May 2026 – Construction Update Report

Carmel Park – Phase I

Architect/Designer:	TTL
General Contractor:	TBD
Project Status:	Design-Development
Contract Date:	TBD
Contract Completion Date:	TBD
Budget:	\$ 250,000 (Design)
Current Contract Amount:	\$ 249,985
Percentage Complete:	10% Design

Comments:

- Design development is underway with Phase I being the parking lot, utilities, and pickleball courts that will go into construction once the County approves funding.
- This project was not included in the 5-year plan for construction funds because it was to be 100% grant funded. That grant request will not be approved per the grantee, so it will need to be requested in the upcoming budget process. Design funds were made available from remaining project funds.
- Phase 2 areas will need to be mass graded at the same time with topsoil and seeding applied. This will later be removed for the addition of the tennis courts, club house/restrooms, and playground structures.



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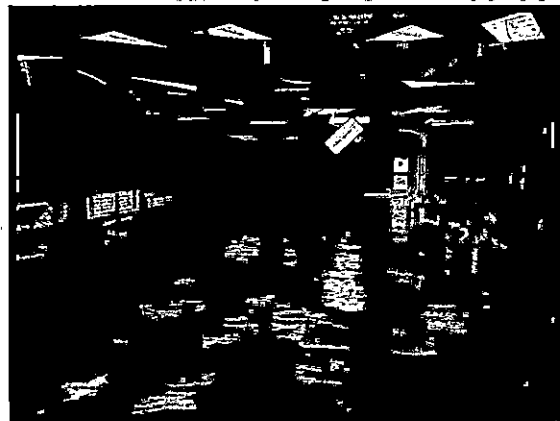
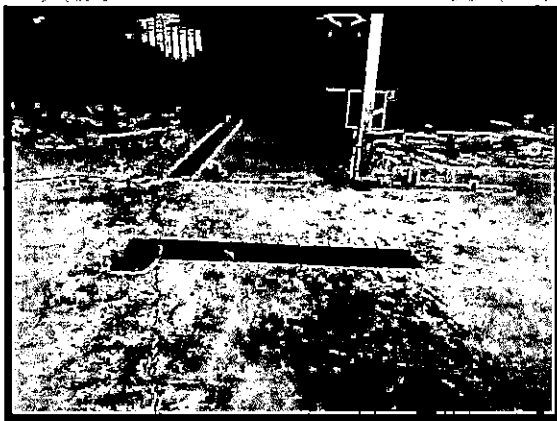
Capital Projects – May 2026 – Construction Update Report

Assessor's New Office Renovation

Architect/Designer: Montgomery County Engineering
General Contractor: MDI Construction, Inc.
Project Status: Construction
Contract Date: February 19, 2026
Contract Completion Date: December 1, 2026
Budget: \$ 2,197,961 (\$2,097,961 in ARPA funds)
Current Contract Amount: \$ 1,510,500
Percentage Complete: 10% Construction

Comments:

- Demolition is nearly complete, including new sewer line connections
- Floor leveling will be completed then the floor sealer will be installed.
- New wall framing will be constructed in the next phase of this project.





ENGINEERING

Capital Projects – May 2026 – Construction Update Report

Upcoming/Ongoing Projects

Montgomery County Rail Service Authority

Architect/Designer:

CSR Engineering

Project Status:

FY2025 Bridge project PO was issued in March. Timbers are being ordered, and construction is scheduled to start in June. 2026 CRISI Rail Grant application has been pulled, and the MCRSA has sent a letter to TDOT to request that the funds be diverted to the FY26 RJC CRISI application that will leverage more funding for a larger project.

Greenway

Architect/Designer:

Montgomery County Engineering & Highway Departments

Project Status:

Progress is being made on land acquisitions. Safety rail installations will begin soon along the Jarrell Ridge trail segment. The Hwy Dept will be stabilizing a section of the old rail bed that has slid into the river as the next step of progressing north toward the next segment from Jarrell Ridge. Additional grant dollars will be needed to construct the first couple of bridges that will be required. The Community Health Foundation is helping to move forward design and construction on segments to the South of Jarrell Ridge Rd as well.

Veterans Plaza Renovations

Architect/Designer:

Montgomery County Engineering

Project Status:

Veterans Plaza Electrical Panel Upgrades: This project is to include connecting the existing standby generator system to specified receptacle outlets throughout the existing Property Units. Working to get this project into a bid phase.

The Board was adjourned at 6:12 P.M.