

CALL TO ORDER

CITIZENS TO ADDRESS THE COMMISSION - None

PUBLIC HEARING REGARDING ZONING - None

RESOLUTIONS

- 15-3-1:** Resolution to Accept Office of Preparedness State Homeland Security Grant Program EMW-2014-SS-00009 and to Appropriate Funds
- 15-3-2:** Resolution in Support of Fiscal Year 2015 THDA HOME Grant Application
- 15-3-3:** Resolution to Accept a Donation of an 8.37 Parcel of Land from Aspire Clarksville for Use as a Community Greenway
- 15-3-4:** Resolution to Approve a Payment in Lieu of Taxes Program for the Clarksville Housing Authority
- 15-3-5:** Resolution by the Industrial Development Board Amending Resolution 14-10-10, *Authorizing an Application with Tennessee Department of Transportation for Assistance with Construction of an Access Road to the Clarksville-Montgomery County Business Park North*

REPORTS

REPORTS FILED

ANNOUNCEMENTS

ADJOURN

RESOLUTION TO ACCEPT OFFICE OF DOMESTIC PREPAREDNESS STATE HOMELAND SECURITY GRANT PROGRAM EMW-2014-SS-00009 AND TO APPROPRIATE FUNDS

WHEREAS, the Montgomery County Emergency Management Agency was awarded a grant from the Department of Military, Tennessee Emergency Management Agency, in the amount of one hundred sixty seven thousand six hundred eighty three dollars (\$167,683.00), which includes:

1. Ten thousand dollars (\$10,000.00) to purchase ballistic body armor, eye protection, helmets and air purifying respirators for the Montgomery County Bomb Squad which is the only bomb squad located in Tennessee Homeland Security District 7; and
2. Thirty six thousand nine hundred thirty dollars (\$36,930.00) to purchase headsets for District 7 law enforcement tactical teams; and
3. Seven thousand one hundred thirty seven dollars fifty cents (\$7,137.50) to install new console equipment in the District 7 Mobile Communications Trailer; and
4. Eighty two thousand five hundred fifteen dollars fifty cents (\$82,515.50) to purchase digital radios which will be split among all seven counties in District 7; and
5. Twenty seven thousand five hundred dollars (\$27,500.00) to purchase various Urban Search and Rescue (USAR) equipment for USAR teams in Cheatham, Dickson and Montgomery Counties; and
6. Two thousand one hundred dollars (\$2,100.00) to purchase detection equipment and respirator cartridges for Robertson County EMA; and
7. One thousand five hundred dollars (\$1,500.00) to purchase equipment and supplies for the Montgomery County Emergency Response Team (CERT) to

continue training our citizens to prepare for, survive, and to assist others during and immediately following an emergency or disaster; and

WHEREAS, the grant period is from September 1, 2014 until April 30, 2016; and

WHEREAS, this grant consists of all pass-through federal dollars and will not require any matching county funds and there are no continuation project requirements.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 9th day of March 2015, that the following appropriates are approved.

County General Fund

Revenue

101-54490-00000-54-47235-G1450 FY 2014 Homeland Security Grant \$167,683.00

Expenditures

Other Emergency Management

101-54490-00000-54-53990-G1450	Other Contracted Services	7,137.50
101-54490-00000-54-54990-G1450	Other Supplies & Materials	1,500.00
101-54490-00000-54-57080-G1450	Communications Equipment	82,515.50
101-54490-00000-54-57900-G1450	Other Equipment	76,530.00

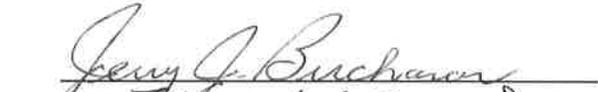
Total EMW-2014-SS-00009 \$167,683.00

Duly passed and approved this 9th day of March, 2015.

Sponsor

Commissioner

Approved




County Mayor

Attested _____
County Clerk

**RESOLUTION IN SUPPORT OF FISCAL YEAR 2015
THDA HOME GRANT APPLICATION**

WHEREAS, funds are available through the State of Tennessee, HOME Program; and

WHEREAS, Montgomery County wishes to improve housing within Montgomery County; and

WHEREAS, Montgomery County may apply for HOME funds in an amount not to exceed \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners that application be made for HOME funds for housing improvements, and that Jim Durrett, County Mayor, be authorized to sign the application and all assurances necessary to filing said application.

Duly passed and approved this 9th day of March, 2015.

Sponsor _____



Commissioner _____



Approved _____

County Mayor

Attested _____

County Clerk

RESOLUTION TO ACCEPT A DONATION OF AN 8.37 ACRE PARCEL OF LAND FROM ASPIRE CLARKSVILLE FOR USE AS A COMMUNITY GREENWAY

WHEREAS, as an effort to promote Greenway development in the community, Aspire Clarksville purchased a tract of land in the underserved area outside the City limits on December 3, 2014; and

WHEREAS, Aspire Clarksville desires to donate to Montgomery County this 8.37 acre tract of abandoned rail bed, Tax ID: 130 015.02, in the Southeast portion of Montgomery County, overlooking the Cumberland River; and

WHEREAS, this parcel of land is being donated with the restrictions that the property be developed for use as a community Greenway within ten years of acceptance; however, if Montgomery County is unable to comply with both the use and time restrictions mentioned, the property will revert back to Aspire Clarksville foundation ownership; and

WHEREAS, the Aspire Foundation will have the transfer documents with restrictions prepared at their expense.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 9th day of March 2015, that the County Mayor is authorized to execute all necessary documents to accept the donation of 8.37 acres from the Aspire Foundation which is more particularly described in Exhibit "A" attached hereto.

Duly passed and approved this 9th day of March, 2015.

Sponsor	
Commissioner	
Approved	_____
	County Mayor

Attested _____
County Clerk

EXHIBIT A

This instrument was prepared by:
Cunningham, Mitchell & Rocconi
Larry A. Rocconi, Jr., Attorney
308 South Second Street
Clarksville, Tennessee 37040
(931) 552-1480

MICHAEL F. SHANKS

TO: DEED

ASPIRE CLARKSVILLE,
a Public Benefit Corporation

FOR A VALUABLE CONSIDERATION, cash in hand paid, receipt of which is hereby acknowledged, MICHAEL F. SHANKS, Grantor, has this day bargained and sold and does hereby transfer and convey unto ASPIRE CLARKSVILLE, a Public Benefit Corporation, Grantee, its successors and/or assigns forever the following described real estate, situated in the 14th Civil District of Montgomery County, Tennessee, to-wit:

Being the Michael F. Shanks property as recorded in volume 627, page 1506 of the Register's Office of Montgomery County Tennessee, in the 14th Civil District of Montgomery County, Tennessee, said parcel being Tax Map 130, parcel 015.02. Also being 3385 Jarrell Ridge Rd., Clarksville, TN 37043. The parcel is generally described as south of Cumberland Ridge Rd., east of and adjacent to the Cumberland River, west of Jarrell Ridge Rd and more particularly described as follows:

Beginning at a found 1/2" capped "Smith Engineering" rebar located in the eastern margin of a 50 foot right of way of Jarrell Ridge Rd. being a 50' right of way. Said rebar being North 27°52'11" West, a distance of 79.78 feet from a magnetic nail in the eastern edge of asphalt of the cul-de-sac at the end of said road. Said rebar also having Tennessee State Plane Coordinates of Northing 752187.98, Easting 1597401.92. Also being the southern corner of the Wayne Neblett property as recorded in volume 533, page 2450 ROMCT. Thence leaving the point of beginning and coinciding with the southeastern line of the Neblett property North 59°58'40" East, a distance of 268.31 feet to a 1/2" rebar found capped "Smith Eng." Thence leaving the Neblett property and coinciding with the Lew Powers Jr. Property, as recorded in volume 934, page 1408 ROMCT the following two calls: South 29°58'50" East, a distance of 50.09 feet to a 1/2" rebar found capped "Smith Eng." Thence on a curve concave to the east having a radius of 400.00 feet and a central angle of 64°06'12" and being subtended by a chord which bears South 18°23'40" West 424.55 feet; thence southwesterly and southerly along said curve, a distance of 447.53 feet to a point in a creek. Said point being the northwest corner of the Richard A. Kinsler property as recorded in volume 1212 page 2543 ROMCT. Thence leaving the Powers property and coinciding with the western line of the Kinsler property South 18°57'55" East, a distance of 100.59 feet to a 1/2" rebar capped "Weakley Bros." Said rebar being in the northern right of way of Matlock Rd., which has a 40 foot right of way. Thence leaving the Kinsler property and with the said right of way South 18°57'55" East, a distance of 16.00 feet to a point. Thence South 59°21'32" West, a distance of 58.61 feet to a 1/2" rebar set and capped "DBS & Assoc." Thence coinciding with the northern line of the James Matlock property, as recorded in volume 450 page 2099 ROMCT, South 76°28'29" West, a distance of 50.00 feet to a point on the approximate low water mark of the Cumberland River. Thence with meanderings of said low water mark the following 12 calls: North 13°31'31" West, a distance of 48.30 feet to a point. Thence North 22°16'15" West, a distance of 158.74 feet to a point. Thence North 26°00'51" West, a distance of 161.36 feet to a point. Thence North 37°14'05" West, a distance of 172.04 feet to a point. Thence North 35°04'02" West, a distance of 626.25 feet to a point. Thence North 35°38'49" West, a distance of 623.00 feet to a point. Thence North 32°38'14" West, a distance of 157.55 feet to a point. Thence North 27°32'24" West, a distance of 491.56 feet to a point. Thence North 28°37'41" West, a distance of 275.17 feet to a point. Thence North 23°34'26" West, a distance of 277.82 feet to a point. Thence North 17°52'56" West, a distance of 231.22 feet to a point. Thence North 15°47'59" West, a distance of 218.22 feet to a point. Thence leaving the low water mark of said river and coinciding with the Cunningham Utility District of Montgomery County property North 74°11'39" East, a distance of 100.00 feet to a 1/2" rebar set and capped "DBS & Assoc." Thence leaving the Cunningham Utility District property and with the Gary W. Jones property, as recorded in volume 933 page 1082 ROMCT, the following four calls: South 15°48'01" East, a distance of 218.87 feet to a point. Thence South 17°53'02" East, a distance of 221.72 feet to a point. Thence South 22°45'13" East, a distance of 142.20 feet to a point. Thence South 24°11'39" East, a distance of 103.92 feet to a point. Said point being the southwest corner of the Jones property. Thence leaving the Jones property and coinciding with the northern line of the Dwight Nicholson property, as recorded in volume 359 page 1614 ROMCT, South 88°31'16" West, a distance of 10.84 feet to a 1/2" rebar set and capped "DBS & Assoc." Thence South 27°03'06" East, a distance of 148.07 feet to a point in the northwest corner of the Ricky W. Perry property as recorded in volume 1154 page 1651 ROMCT. Thence coinciding with the Perry property South 27°03'06" East, a distance of 358.84 feet to a point. Thence South 29°40'06" East, a distance of 141.88 feet to a point in the southwest corner of the Perry property. Thence North 75°18'26" East, a distance of 7.08 feet to a point. Said point being the northwest corner of the Russel and Carol McFarland property as recorded in volume 1179 page 62 ROMCT. Thence coinciding with the west line of the McFarland property South 30°06'46" East, a distance of 148.43 feet to a point. Thence South 34°29'57" East, a distance of 199.01 feet to a 1/2" rebar found. Said rebar being the northwest corner of the Robert Perry Keenan property as recorded in volume 1226 page 339 ROMCT. Thence coinciding with the Keenan property South 34°45'33" East, a distance of 1100.64 feet to a T post found. Thence South 39°24'01" East, a distance of 144.46 feet to a 1/2" rebar found. Thence leaving the Keenan property and with the western right of way of Jarrell Ridge road South 27°24'45" East, a distance of 132.58 feet to a magnetic nail set in the asphalt in the cul-de-sac at the end of said road. Thence North 62°07'49" East, a distance of 50.00 feet to a 1/2" rebar set and capped "DBS & Assoc." Thence North 27°52'11" West, a distance of 79.78 feet to the Point of Beginning, containing 8.37 ACRES, more or less., according to a survey by DBS & Assoc. dated November 24, 2014.

This property is subject to building setback lines, utility and drainage easements and all other matters as shown on Boundary Survey prepared by W. Logan McCraw, TRLS # 2887, DBS & Associates Engineering, dated 11/24/2014. Subject to reservation of mineral rights contained in deed recorded in ORBV 344, Page 1581, in the Register's Office for Montgomery County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

Being the same property conveyed to Grantor by deed of record in ORBV 627, Page 1506, in the Register's Office for Montgomery County, Tennessee.

This property is further identified as tax parcel #130-15.02 in the Montgomery County Tax Assessor's Office.

TO HAVE AND TO HOLD said real estate, together with all improvements thereon, unto the said ASPIRE CLARKSVILLE, a Public Benefit Corporation, Grantee, its successors and/or assigns forever.

GRANTOR COVENANTS that he has lawfully seized and possessed of said real estate, that he has a good and lawful right to convey the same, that it is unencumbered, that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

POSSESSION of said property is to be given with deed, and taxes are prorated between the parties as of the date hereof. Current property taxes are to be paid by Grantee.

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

IN WITNESS WHEREOF, Grantor has hereunto signed on this 3rd day of December, 2014.

Michael F. Shanks
MICHAEL F. SHANKS
GRANTOR

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Michael F. Shanks, the within named bargainer with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

My Commission Expires 05/18/2016
WITNESS MY HAND AND SEAL, of office, this 3rd day of December, 2014.

Larry A. Rocconi, Jr.
Notary Public
LARRY A. ROCCONI, JR.
STATE OF TENNESSEE
NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires:

Name & Address of Property Owner:

Aspire Clarksville,
a Public Benefit Corporation
25 Jefferson St., Ste 300
Clarksville, TN 37040

Name & Address of Person Responsible for Payment of Taxes (if different)

STATE OF TENNESSEE, MONTGOMERY COUNTY
The undersigned, Grantee, or agent of the Grantee, or Trustee acting for the Grantee, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, which ever is greater is \$78,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT *Will A. D.*

Subscribed and sworn to before me this 3rd day of December, 2014.

Edward Shannon Green
NOTARY PUBLIC
My Commission Expires: 3
20032
EDWARD SHANNON GREEN
STATE OF TENNESSEE
NOTARY PUBLIC
MONTGOMERY COUNTY

**RESOLUTION TO APPROVE A PAYMENT IN LIEU OF TAXES PROGRAM
FOR THE CLARKSVILLE HOUSING AUTHORITY**

WHEREAS, the Clarksville Housing Authority (CHA) is authorized by Tennessee Code Annotated Section 13-20-104 et seq., as amended (the “Act”), among other things, to establish a payment in lieu of ad valorem taxes program (CHA PILOT); and

WHEREAS, the CHA, so that it may continue its public benefit purposes of providing safe, decent and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits (LIHTC), under Section 42 of the Internal Revenue Code of 1986, as amended (the Code); and

WHEREAS, the CHA has been approved to provide (i) payment in lieu of taxes (PILOT) from lessees operating LIHTC property deemed to be in furtherance of the CHA’s public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years; and

WHEREAS, pursuant to authorizations under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the PILOT Lease Agreement) with the Lessee setting forth certain rights and responsibilities between the parties; and

WHEREAS, the Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042 (the Project); and

WHEREAS, the CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below; and

WHEREAS, the Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA's purposes set forth in the Act.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this the 9th day of March, 2015, that the Clarksville Housing Authority's request to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042, based upon Exhibits A, and B attached hereto, be approved.

Duly passed and approved this 9th day of March, 2015.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

EXHIBIT A

PILOT AGREEMENT

This PILOT AGREEMENT (the "Agreement") is made and entered into as of the ___ day of February, 2015, by and between Clarksville Housing Authority, a public body corporate and politic under the laws of the State of Tennessee ("CHA"), and Concord Gardens Apartments, LP, a limited partnership organized and existing under the laws of the State of Tennessee (the "Lessee").

RECITALS:

1. Clarksville Housing Authority ("CHA") is authorized by Tennessee Code Annotated Section 13-20-104 et seq., as amended (the "Act"), among other things, to establish a payment in lieu of ad valorem taxes program ("CHA PILOT").

2. CHA, so that it may continue its public benefit purposes of providing safe, decent and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits ("LIHTC"), under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

3. CHA has been approved to provide (i) payment in lieu of taxes ("PILOT") from lessees operating LIHTC property deemed to be in furtherance of CHA's public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years.

4. Pursuant to authorizations under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the "PILOT Lease Agreement") with the Lessee setting forth certain rights and responsibilities between the parties.

5. The Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042 (the "Project").

6. The CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below.

7. The Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA's purposes set forth in the Act.

NOW, THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Conditions Precedent. This Agreement and the obligation of the Lessee to pay, the PILOT described herein, is specifically conditioned upon:

1. The Lessee transferring title, via Quitclaim Deed, to the Project to the CHA;
2. The CHA, and the Lessee entering into a PILOT Lease Agreement for the Project, dated the date hereof leasing the Project to the Lessee for the full term of the CHA PILOT, under certain terms and conditions.
3. The Lessee providing to the CHA a commitment of title insurance from an approved title insurance company evidencing that CHA is an insured party;
4. The Lessee shall furnish casualty and liability insurance coverage on the subject property with minimum limits equal to the full value of the property, with the CHA listed as an additional insured.
5. The receipt of compliance with the above requirements and acceptance by the CHA shall be evidenced, in writing, from the CHA to the Lessee. Failure to receive such written notification of compliance shall render this Agreement null and void *ab initio*.
6. The Lessee shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred in effecting the transfer of title of the Project to the CHA, finalization of the PILOT Lease Agreement, the Agreement and related transaction documents.
7. [Intentionally Omitted].
8. Upon satisfaction of numbers 1-7, the Lessee, its successors and assigns shall be responsible for the PILOT Payment, on an annual basis, equal to the amount calculated in accordance with Section 3(a) below, and paid in accordance with Section 3(b) below. Said PILOT Payment shall be collected by the Manager, as defined in the Lease Agreement, in such manner as will allow the timely payment to each taxing authority on an annual basis.

Section 2. Subject Property. The Lessee warrants that the following is a full and complete listing of all parcels, tax identification numbers and the applicable 2014

assessed taxes for all real property to be acquired by the CHA in connection with the Agreement:

Facility Name	Address	County Tax I.D. Number	Clarksville City 2014 Assessed Taxes	Montgomery County 2014 Assessed Taxes
Concord Gardens Apartments	110 W. Concord Dr.	_____	\$ _____	\$ _____

Section 3. PILOT Payments.

(a) Each year during the term hereof, Lessee shall make PILOT Payments, in lieu of Clarksville and Montgomery County ad valorem taxes, in amounts as computed as indicated below for the property located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042, and bearing the Tax ID Nos. set forth in the preceding Section hereof, that otherwise would have been due and payable with regard to the Project were it owned by a tax paying entity and subject to such taxation. During the term hereof, the Lessee shall make the following annual PILOT Payments:

The tax assessment of the Project shall be a "PILOT Payment" comprised of the Base Rent. The Base Rent shall be equal to the improved value of the Project multiplied by .25%, and then multiplied by the sum of (A) the then current city tax rate of the City of Clarksville and the (B) the then current county tax rate of the County of Montgomery, Tennessee. These PILOT Payments shall be paid in the same manner and to the same tax collectors as are ad valorem taxes paid to the City of Clarksville and County of Montgomery, Tennessee.

(b) The PILOT Payment shall be collected by the Manager and paid as follows: (i) the portion of the PILOT attributable to the City of Clarksville property taxes (currently 28.46%) shall be paid to the City of Clarksville, Treasurer, City Hall, 1 Public Square, Clarksville, Tennessee 37040 on or before February 28 of each year, and (ii) the portion of the PILOT attributable to the County of Montgomery property taxes (currently 71.54%) shall be paid to the County Trustee, 1 Millennium Plaza, Clarksville, Tennessee 37040 on or before February 28 of each year.

(c) The Manager shall collect and pay the PILOT Payment to the applicable taxing authorities of the City and County.

(d) Upon the reconveyance to the Lessee of the title to the Project by the CHA, as shall be governed by the PILOT Lease Agreement, any past due PILOT Payments, interest and penalties shall become immediately due and payable, and thereafter, the facilities of the Project shall immediately be subject to regular ad valorem taxation.

Section 4. Term. The Term of this Agreement shall be for a period of fifteen (15) years, to commence January 1, 2015 and ending December 31, 2029, but may terminate on the earliest to occur of: (1) the failure of the condition precedents as set forth in Section 1 above; (2) the date upon which all PILOT Payments and any interest and penalties thereon have been paid and the CHA has transferred title to the Project; (3) the foreclosure of any Mortgage on the Project and the conveyance of title thereafter to the successful bidder(s) at the foreclosure sale; (4) voluntary termination by the Lessee; or (5) sale of the Project by Lessee without prior written approval of a PILOT transfer application by the CHA.

Section 5. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

Section 6. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of CHA.

Section 7. Notices. Any notice required to be given hereunder shall be given by certified mail, postage prepaid, at the address specified below, or at such other addresses as may be specified in writing by the party in question:

CHA: Executive Director
721 Richardson St.
Clarksville, Tennessee 37041

with copy to: Watkins & Atkins
320 Franklin Street
Clarksville, Tennessee 37040
Attn: Larry Watson, Esq.

Lessee: Concord Gardens Apartments, L.P.
110 W. Concord Dr.
Clarksville, TN 37042
Attn: General Partner

Manager: First Cumberland Properties, Inc.
1011 Cherry Avenue
Nashville, Tennessee 37203

Section 8. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereby shall not in any way be affected or impaired thereby.

Section 9. Binding Effect. The liabilities and obligations assumed by or imposed upon the parties hereto shall be binding upon their heirs, executors, administrators, legal representatives, successors and assigns.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CHA and the Lessee have executed this Agreement by their duly authorized representatives, all as of the date first set forth above.

CLARKSVILLE HOUSING AUTHORITY

By: _____
Name: _____
Its: _____

CONCORD GARDENS APARTMENTS, LP,
a Tennessee limited partnership

By: **CHA CONCORD GARDENS, INC.,** a Tennessee corporation, its general partner

By: _____
Name: _____
Its: _____

Acknowledged, agreed to and accepted for the purposed provided for herein:

FIRST CUMBERLAND PROPERTIES, INC.

By: _____

Name: _____

Its: _____

EXHIBIT B

**COOPERATION AGREEMENT
(Clarksville Housing Authority)**

THIS COOPERATION AGREEMENT (the "Agreement") entered into as of this ___ day of February, 2015, by and between CLARKSVILLE HOUSING AUTHORITY (herein called the "Local Authority") and the CITY OF CLARKSVILLE and COUNTY OF MONTGOMERY (herein collectively called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - a. The term Project shall mean any residential rental affordable housing development that is restricted under government regulations pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, which is located on real property leased from the Local Authority pursuant to a ground lease that complies with, among other things, the applicable Qualified Allocation Plan of the Tennessee Housing Development Agency; such Project having been determined by the Local Authority to be in furtherance of its public purposes.
 - b. The term Taxing Body shall mean the State or any political subdivision or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Project if it were not exempt from taxation.
 - c. The term PILOT Payment shall mean the Base Payment. The Base Rent shall be equal to the improved value of the Project multiplied by .25%, and then multiplied by the sum of (A) the then current city tax rate of the City of Clarksville and the (B) the then current county tax rate of the County of Montgomery, Tennessee.
2. The Local Authority shall endeavor (a) to confirm the funding from low income housing tax credits or equivalent governmental financing from the Tennessee Housing Development Agency covering a portion of the construction of the Project, and (b) to acquire the unilateral right to acquire the Project upon the expiration of the PILOT Agreement.
3.
 - a. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to the Project, so long as either (i) the Project is leased or owned by the Local

Authority, or (ii) any contract between the Local Authority and the United States Government or the State of Tennessee, or any agencies thereof (the "Government") for loans or annual contributions, or both, in connection with the Project remains in force and effect, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon the Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called Payments in Lieu of Taxes) in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Project.

- b. Each such annual Payment in Lieu of Taxes shall be made on or before February 28 of each year of the Project, and shall be in an amount equal to the PILOT Payment.
 - c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.
 - d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against the Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. During the period commencing with the date of the acquisition of any part of the site or sites of the Project and continuing so long as either (i) the Project is leased or owned by a public body of a governmental agency and is used for low or moderate income housing purposes, or (ii) any contract between the Local-Authority and the Government for loans, or both, in connection with the Project, remains in force and effect, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of the Project (other than the Payments in Lieu of Taxes) shall:
- a. Furnish or cause to be furnished to the Local Authority and the tenants of the Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
 - b. Vacate such streets, road, and alleys within the area of the Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated area; and, in so far as it is

lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

- c. In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of the Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of the Project as are reasonable and necessary for the development and protection of the Project and the surrounding territory;
 - d. Accept grants or easements necessary for the development of the Project; and,
 - e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the new development and administration of the Project.
5. In respect to the Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:
- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
 - b. It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding the Project or as necessary to provide adequate access hereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and,
 - c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of the Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to the Project or any other low-rent housing projects owned or operated by the Local Authority.
7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to the Project covered by this Agreement.
8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to the Project during his tenure or for *one* year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with the Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project so long as the beneficial title to the Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low rent housing project. If at any time beneficial title to, or possession of, the Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written,

CITY OF CLARKSVILLE

By: _____
Mayor

MONTGOMERY COUNTY

By: _____
Mayor

APPROVED AS TO LEGALITY OF
FORM AND COMPOSITION:

Attorney

CLARKSVILLE HOUSING AUTHORITY

By: _____
Chair

Attest:

Secretary

**RESOLUTION BY THE INDUSTRIAL DEVELOPMENT BOARD AMENDING
RESOLUTION 14-10-10, AUTHORIZING AN APPLICATION WITH THE TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR ASSISTANCE WITH CONSTRUCTION OF
AN ACCESS ROAD TO THE CLARKSVILLE-MONTGOMERY COUNTY
BUSINESS PARK NORTH**

WHEREAS, on October 13, 2014, Resolution 14-10-10 was approved authorizing an application with the Tennessee Department of Transportation for assistance in construction and completion of an industrial access road to the Clarksville-Montgomery County Corporate Business Park North Industrial Site under the provisions of the Industrial Highway Act of 1959, for Project Wolverine; and

WHEREAS, it is the desire of the Industrial Development Board to amend Resolution 14-10-10 to reflect the commitment to Phase I only of Project Wolverine which would create 145 plus jobs and an investment in excess of \$184,000,000.00; and

WHEREAS, it would further be amended to state improvements to International Boulevard located parallel to the 40 acre "pad ready" site located at 1325 International Boulevard will provide acceleration and deceleration lanes, removal of existing medians to install turn lane and to relocate existing light structures at a cost of approximately \$400,000.00. These improvements will serve said proposed plant and is necessary and vital to the successful completion of this project.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this the 9th day of March, 2015, that Resolution 14-10-10 be amended to reflect the statements set out above.

Duly passed and approved this 9th day of March, 2015.

Sponsor Michael J. Ruess

Commissioner [Signature]

Approved _____
County Mayor

Attested _____
County Clerk