

MASTER INTERLOCAL AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT is executed by and between the CITY OF CHATTANOOGA, TENNESSEE, the CITY OF COLLEGEDALE, TENNESSEE, the CITY OF EAST RIDGE, TENNESSEE, the CITY OF LAKESITE, TENNESSEE, the TOWN OF LOOKOUT MOUNTAIN, TENNESSEE, the CITY OF RED BANK, TENNESSEE, the TOWN OF RIDGESIDE, TENNESSEE, the TOWN OF SIGNAL MOUNTAIN, TENNESSEE, the CITY OF SODDY-DAISY, TENNESSEE, the TOWN OF WALDEN, TENNESSEE, all of which are municipal corporations (hereinafter, "Municipalities or municipality" as may be appropriate) and HAMILTON COUNTY, TENNESSEE, (hereinafter, "County"), all of the State of Tennessee, pursuant to applicable provisions of Tennessee law, including but not limited to the provisions of Tennessee Code Annotated, Sections 6-58-101 et seq.

WITNESSETH:

WHEREAS, the City of Chattanooga, the City of Collegedale, the City of East Ridge, the City of Lakesite, the Town of Lookout Mountain, the City of Red Bank, the Town of Ridgeside, the Town of Signal Mountain, the City of Soddy-Daisy, the Town of Walden, Tennessee, and Hamilton County, Tennessee, all provided representatives who became members of the Growth Policy Coordinating Committee (the AGPCC) for Hamilton County, Tennessee, pursuant to the requirements of Public Chapter 1101 (the Act) (T.C.A. ' 6-58-101 et. seq.); and

WHEREAS, the GPCC was properly constituted pursuant to T.C.A. ' 6-58-104; and

WHEREAS, the GPCC conducted multiple public meetings over a period of many months in order to develop a county-wide growth plan as mandated by T.C.A. ' 6-58-104; and

WHEREAS, all Municipalities and the County timely submitted Urban Growth Boundaries and reports and/or Planned Growth and Rural Area reports to the GPCC pursuant to T.C.A. ' 6-58-104; and

WHEREAS, the GPCC developed and submitted a plan (the AGrowth Plan) to the respective legislative bodies of the County (the Hamilton County Commission) and of the City of Chattanooga, the City of Collegedale, the City of East Ridge, the City of Lakesite, the Town of Lookout Mountain, the City of Red Bank, the Town of Ridgeside, the Town of Signal Mountain, the City of Soddy-Daisy, and the Town of Walden, Tennessee, as required by the Act; and

WHEREAS, the proposed Growth Plan was initially rejected by the Hamilton County Commission and the Town of Walden but was approved by the necessary legislative bodies of all Municipalities with the exception of the Town of Walden; and

WHEREAS, after reconsideration by the GPCC and resubmission to the legislative bodies, the proposed Growth Plan was again rejected by the Hamilton County Commission and an impasse was subsequently declared by the City of Collegedale and the City of Red Bank; and

WHEREAS, pursuant to the requirements of the Act, the Secretary of State appointed a dispute resolution panel (the APanel) consisting of three (3) administrative law judges; and

WHEREAS, the Panel conducted a mediation of the dispute on December 7, 2000 and January 19, 2001 in Nashville, Tennessee, for the purpose of resolving the impasse; and

WHEREAS, as a result of this mediation, the undersigned ten (10) municipalities within Hamilton County and the County have reached an agreement with respect to the adoption of the Growth Plan, as modified herein, which includes among other things an agreement regarding the municipalities= involuntary annexation of certain types of property within the Urban Growth Boundary and a voluntary moratorium as to certain types of involuntary annexation by the municipalities, and with specific agreements on sales and beer tax proceeds between the municipalities and Hamilton County and including other agreed matters stated herein -- (AInvoluntary annexation@ shall only mean the annexation of pre-platted residential property within five years of March 21, 2001, which is approved by ordinance and which is originated by a municipal legislative body without either a referendum or petition from a property owner); and

WHEREAS, pursuant to the provisions of T.C.A. ' 6-58-104(6) and T.C.A. ' 5-1-113, the Municipalities and County intend that this Interlocal Agreement shall be binding upon all of the Municipalities and the County, respectively, to refrain from exercising those powers or privileges specifically stated herein; and

WHEREAS, except as explicitly limited herein, all of the Municipalities and the County intend that each shall enjoy all rights, powers, and privileges permitted under Tennessee law, including but not limited to the right of all municipalities to annex pursuant to T.C.A. ' 6-51-101 et seq.; and

WHEREAS, the parties to this Agreement are authorized to enter into this Agreement pursuant to *Tennessee Code Annotated* ' ' 6-58-104 and 5-1-113;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, the sufficiency of which is hereby acknowledged, the County and all of the Municipalities do hereby agree and manifest their intentions as follows:

1. EXTRAORDINARY CIRCUMSTANCES.

To the full extent permitted by State law, all of the Municipalities and the County agree that, during the three-year statutory period after the approval of the Growth Plan by the Local Government Planning Advisory Committee, no amendments shall be made to this Growth Plan without a showing of extraordinary circumstances which shall only be made as follows. The Growth Policy Coordinating Committee (GPCC) shall solely determine the issue by a formal vote. Any Municipality or the County may request by resolution the reestablishment of the GPCC and a determination of whether ~~an~~ extraordinary circumstances ~~have~~ been established by the GPCC and may develop the rationale for the request. The GPCC shall have ninety (90) days after such resolution to act upon the request. If a favorable vote occurs by GPCC, the Hamilton County Commission and all municipalities must also concur for the finding of extraordinary circumstances in order for the Growth Plan to be amended. The parties agree that extraordinary circumstances within 3 years of the effective date of this agreement may only be made for commercial or industrial development, not for a residential subdivision or development.

2. ALTERATION OF APPROVED GROWTH PLAN.

To the full extent permitted by state law, all of the Municipalities and the County agree to the following process for altering the Growth Plan during the term of this agreement subsequent to the running of the statutory three-year period set forth at T.C.A.

' 6-58-104 prohibiting alterations to the Growth Plan (except upon a showing of extraordinary circumstances):

A. Proposed changes in the conditions approved in the Growth Plan or changes in the boundary line for a Rural Area, Planned Growth Area or Urban Growth Boundary area can be initiated by resolution by any local legislative body. The proposed change shall be reviewed by the GPCC, which shall be reconvened or reestablished in accordance with T.C.A. ' 6-58-104.

B. Within 120 days after receipt of the resolution, the GPCC shall make a recommendation to all respective legislative bodies. The GPCC may use the staff of the Chattanooga B Hamilton County Regional Planning Agency (RPA) to assist in its work. Members of the GPCC from various organizations shall be appointed by the board of directors of their respective organizations as required by T.C.A. ' 6-58-104, as amended. The GPCC shall conduct at least two public hearings as required by T.C.A. ' 6-58-104, as amended to review the proposed recommendation.

C. The recommendation of the GPCC must be adopted by a unanimous vote of all eligible legislative bodies as provided in T.C.A. § 6-58-104(a)(4). The LGAPC will be notified of any such change in the Plan.

3. URBAN GROWTH BOUNDARY OF ALL MUNICIPALITIES WITHIN HAMILTON COUNTY.

All ten Municipalities and the County approve and adopt in its entirety the amended Growth Plan for Hamilton County, Tennessee, which is shown in detail by the maps and legal descriptions attached hereto as Exhibits 1, 4, 5, 6, 7, 8, 9, and 10, all of which are incorporated herein by reference.

4. AGREED LIMITATIONS ON INVOLUNTARY ANNEXATION OF PRE-PLATTED RESIDENTIAL SUBDIVISIONS BY ALL MUNICIPALITIES.

A. All municipalities agree for a five-year period from the effective date of this Agreement not to annex property within any subdivision that has been platted and filed as residential with the CHCRPC on or before the date of January 19, 2001. This moratorium shall commence on March 21, 2001, and it shall terminate on March 21, 2006. This moratorium shall not apply to any annexation resolved by court order prior to January 19, 2001. This moratorium shall not apply to any petition for annexation in a residential zone, which is requested by a property owner for any area in a residential subdivision platted and filed with the CHCRPC after January 19, 2001.

B. Notwithstanding the limitations imposed in paragraph A above, any of the municipalities may annex property within any residential subdivision within five (5) years of the effective date of the agreement that has been platted and filed with the CHCRPC on or before the date January 19, 2001, in any one of the following circumstances:

(1) Pursuant to applicable state law, the annexation is approved by referendum of the registered voters residing within such subdivision; or

(2) The municipality initiates the annexation after receiving a signed petition requesting annexation from a majority of property owners within such subdivision; or

(3) An individual property owner whose lot is or becomes contiguous to the municipality requests annexation of his/her property by signed petition at any time.

For purposes of B (2) above, each building lot in a subdivision (including those building lots already within the municipality) shall represent one (1) and only one (1) vote for determining the will of the majority of property owners within a subdivision. Only owners of building lots within a subdivision shall be entitled to vote in such election.

5. HAMILTON COUNTY AGREEMENTS REGARDING SITUS BASED TAXES AND LOCAL SALES TAX AMENDMENT.

A. Hamilton County agrees, based upon the consideration of all municipalities to limit involuntary annexation as defined within Paragraph 4 above, to reduce the term of any entitlement of Hamilton County to continue to receive the revenue from certain state and local taxes, as authorized pursuant to T.C.A. § 6-51-115(b) from a term of fifteen (15) years to a term of ten (10) years from the effective date of any annexation. In exchange for this consideration all municipalities within Hamilton County agree to the five (5) year moratorium set forth in Paragraph 4 above. This agreement shall bind the State of Tennessee to provide all sales and beer tax proceeds to any municipality which has annexed an area as soon as practicable. Hamilton County further agrees that it will not assert any statutory and/or legal rights to receive any local sales and beer taxes as provided above which would otherwise be paid to Hamilton County, except for the annexation by any city in accordance with this written agreement.

B. All parties agree to execute an amendment to the Local Sales Tax Agreement, as amended, which agreement is attached hereto and made a part hereof by reference as Exhibit 2. In addition, attached hereto and made a part hereof by reference as Exhibit 3 is Hamilton County Resolution No. 700-46A. Nothing in this Agreement shall prohibit Hamilton County or the City of Chattanooga from making any amendments to the Local Sales Tax Agreement that impacts only Hamilton County and the City of Chattanooga, and such amendments shall not require the written consent of the remaining municipalities.

6. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE CITY OF CHATTANOOGA.

A. The Urban Growth Boundary of the City of Chattanooga until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown

on Exhibit 4 entitled "Chattanooga Urban Growth Boundary Map" dated May 11, 2001, and containing 27 sub-area maps, which are attached hereto and incorporated herein by reference. All boundaries defined by roads shall be up to the edge of the County right-of-way on the side of the road nearest the then existing boundaries of the City of Chattanooga.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the City of Chattanooga shall provide residents within such approved Urban Growth boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement, on or before December 31, 2001.

C. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the City of Chattanooga further agrees to provide available sewer connections to any area involuntarily annexed by the City of Chattanooga, within three (3) years of the effective date of any involuntary annexation by ordinance. All parties agree that a three (3) year time period for sewer connections shall constitute material and substantial compliance with any plan of services proposed by the City of Chattanooga for any annexation area in question as required by T.C.A. § 6-51-108. In the event sewer connections are not available to any residential property owner within three years of annexation, upon request of the property owner the City of Chattanooga will deannex such property owner's property. **(To the extent that the Wastewater and Water Treatment Authority (WWTA) pursuant to T.C.A. § 5-6-120 does not cede all service areas within the Urban Growth Areas of any municipality as set forth in paragraphs 3 and 6 of This Agreement, to any annexing municipality within thirty (30) days of the date of annexation, all provisions of this Section requiring the City of Chattanooga to**

provide sewer services for such areas and/or for the deannexation of property within such areas shall be void).

7. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE CITY OF SODDY DAISY.

A. The Urban Growth Boundary of the City of Soddy Daisy, until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown on Exhibit 5 entitled “Soddy Daisy Urban Growth Boundary Map” dated May 11, 2001, and containing 10 sub-area maps, which are attached hereto and incorporated herein by reference.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the City of Soddy Daisy shall use its best efforts to provide residents within such approved boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement on or before December 31, 2001.

8. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE CITY OF COLLEGEDALE.

A. The Urban Growth Boundary of the City of Collegedale, until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown on Exhibit 6 entitled “Collegedale Urban Growth Boundary Map” dated May 11, 2001, and containing 9 sub-area maps, which are attached hereto and incorporated herein by reference.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the City of Collegedale shall use its best efforts to provide residents

within such approved boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement, on or before December 31, 2001.

9. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE CITY OF LAKESITE.

A. The Urban Growth Boundary of the City of Lakesite, until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown on Exhibit 7 entitled "Lakesite Urban Growth Boundary Map" dated May 11, 2001, and containing 9 sub-area maps, which are attached hereto and incorporated herein by reference.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the City of Lakesite shall use its best efforts to provide residents within such approved boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement, on or before December 31, 2001.

10. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE TOWN OF SIGNAL MOUNTAIN.

A. The Urban Growth Boundary of the Town of Signal Mountain, until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown on Exhibit 8 entitled "Signal Mountain Urban Growth Boundary Map" dated May 11, 2001, and containing 9 sub-area maps, which are attached hereto and incorporated herein by reference. All boundaries defined by roads within Exhibit 8 shall be up to the edge of the

County or Walden rights-of-ways on the side of the rights-of-ways nearest to the then existing boundaries of the Town of Signal Mountain.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the Town of Signal Mountain shall use its best efforts to provide residents within such approved boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement, on or before December 31, 2001.

C. As additional consideration for the Urban Growth Boundaries approved by Hamilton County and the Town of Walden, the Town of Signal Mountain shall not annex any area within its Urban Growth Boundaries north of Highway 127 until after January 19, 2011.

D. As additional consideration for the agreements on Urban Growth Boundaries between the Town of Signal Mountain and the Town of Walden, Hamilton County agrees to provide an annual sum of \$5,000.00 in the aggregate, for the benefit of Shackleford Ridge Park.

11. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE TOWN OF WALDEN.

A. The Urban Growth Boundary of the Town of Walden, until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown on Exhibit 9 entitled "Walden Urban Growth Boundary Map" dated May 11, 2001, and containing 9 sub-area maps, which are attached hereto and incorporated herein by reference. All boundaries defined by roads within Exhibit 9 shall be up to the edge of the

County or Signal Mountain rights-of-ways on the side of the rights-of-ways nearest to the then existing boundaries of the Town of Walden.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the Town of Walden shall use its best efforts to provide residents within such approved boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement, on or before December 31, 2001.

C. As additional consideration for the agreements on Urban Growth Boundaries between the Town of Signal Mountain and the Town of Walden, Hamilton County agrees to provide an annual sum of \$5,000.00 in the aggregate, for the benefit of Shackelford Ridge Park.

12. AREA INTERLOCAL AGREEMENT FOR PROPERTY WITHIN URBAN GROWTH BOUNDARY OF THE TOWN OF LOOKOUT MOUNTAIN.

A. The Urban Growth Boundary of the Town of Lookout Mountain, until such time of any amendments to the Growth Plan pursuant to the provisions of Sections 1 and 3 of this agreement and/or T.C.A. § 6-58-104, as amended, shall fall within the boundaries shown on Exhibit 10 entitled "Lookout Mountain Urban Growth Boundary Map" dated May 11, 2001, and containing 1 sub-area map, which is attached hereto and incorporated herein by reference.

B. As additional consideration for the Urban Growth Boundaries approved by Hamilton County, the Town of Lookout Mountain shall use its best efforts to provide residents within such approved boundaries with an estimated timeline of proposed annexations which will occur within ten (10) years of the effective date of this agreement, on or before December 31, 2001.

13. JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD.

A. In order to satisfy the requirements of T.C.A. § 6-58-114 and to establish a Joint Economic and Community Development Board for economic development as required by law, all municipalities and Hamilton County have previously established a Joint Economic and Community Development Board by prior Interlocal Agreement dated March 30, 1999, a copy of which is attached hereto and incorporated herein by reference as Exhibit 11 to this Master Interlocal Agreement.

B. As required by T.C.A. § 6-58-104, the Hamilton County Executive shall advise the LGAPC of this action for approval so as to meet the requirements of T.C.A. § 6-58-104(c)(2).

14. DURATION, EFFECT, and AMENDMENT.

This Agreement shall be in full force and effect from its execution by the parties hereto, and shall remain in full force and effect for a period of approximately twenty (20) years, up to and including January 19, 2021 at which time it shall terminate.

The parties agree that each term of this Agreement is specifically enforceable in the event of a breach by the other party. The parties agree that an action to enforce the terms of this Agreement shall be brought in the Chancery Court for Hamilton County, Tennessee. The parties further agree that, to be enforceable, any amendment to this Agreement during its term must be in writing and must be authorized by the legislative bodies of all municipalities and by the Hamilton County Commission by resolution.

15. SEVERABILITY.

Should any phrase, clause, sentence, or paragraphs of this Master Interlocal Agreement be held invalid, or unconstitutional by any court of competent jurisdiction of the State of Tennessee or the United States of America in any manner or respect whatsoever,

it shall in no way affect any or all of the remaining provisions, all of which shall remain in full force and effect.

16. ENFORCEMENT.

The parties hereto agree that this Master Interlocal Agreement will be enforced and interpreted according to the laws of the State of Tennessee.

IN WITNESS WHEREOF, this Master Interlocal Agreement is executed this _____ day of March, 2001, by and on behalf of the CITY OF CHATTANOOGA, TENNESSEE, by its Mayor, by and on behalf of the CITY OF COLLEGEDALE, TENNESSEE, by its Mayor, by and on behalf of the CITY OF EAST RIDGE, TENNESSEE, by its Mayor, by and on behalf of the CITY OF LAKESITE, TENNESSEE, by its Mayor, by and on behalf of the TOWN OF LOOKOUT MOUNTAIN, TENNESSEE, by its Mayor, by and on behalf of the CITY OF RED BANK, TENNESSEE, by its Mayor, by and on behalf of the TOWN OF RIDGESIDE, TENNESSEE, by its Mayor, by and on behalf of the TOWN OF SIGNAL MOUNTAIN, TENNESSEE, by its Mayor, by and on behalf of the CITY OF SODDY-DAISY, TENNESSEE, by its Mayor, by and on behalf of the TOWN OF WALDEN, TENNESSEE, by its Mayor, and by HAMILTON COUNTY, TENNESSEE, by its County Executive, all being duly authorized to execute same.

CITY OF CHATTANOOGA, TENNESSEE

BY: _____
BOB CORKER, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared BOB CORKER with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the CITY OF CHATTANOOGA, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath

acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

CITY OF COLLEGEDALE, TENNESSEE

BY:_____

TIM JOHNSON, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared TIM JOHNSON with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the CITY OF COLLEGEDALE, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

CITY OF EAST RIDGE, TENNESSEE

BY:_____

FRED PRUETT, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared FRED PRUETT with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the CITY OF EAST RIDGE, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

CITY OF LAKESITE, TENNESSEE

BY:_____
BERNARD C. GLOSTER, SR., *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared BERNARD C. GOSTER, SR. with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the CITY OF LAKESITE, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

TOWN OF LOOKOUT MOUNTAIN, TENNESSEE

BY:_____
DR. C. ROBERT CLARK, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared SCOTT McGUINNESS with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the TOWN OF LOOKOUT MOUNTAIN, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

CITY OF RED BANK, TENNESSEE

BY:_____

RONNIE MOORE, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared RONNIE MOORE with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the CITY OF RED BANK, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

TOWN OF RIDGESIDE, TENNESSEE

BY:_____

BILLY COOPER, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared BILLY COOPER with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the TOWN OF RIDGESIDE, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

My Commission Expires: _____

NOTARY PUBLIC AT LARGE

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

BY: _____
JAMES H. ALTHAUS, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared JAMES H. ALTHAUS with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the TOWN OF SIGNAL MOUNTAIN, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

My Commission Expires: _____

NOTARY PUBLIC AT LARGE

CITY OF SODDY-DAISY, TENNESSEE

BY: _____
BOB PRIVETT, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared BOB PRIVETT with whom I am personally acquainted and who upon oath acknowledged himself to be the Mayor of the CITY OF SODDY-DAISY, TENNESSEE, and that he as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

TOWN OF WALDEN, TENNESSEE

BY:_____
ELIZABETH AKINS, *Mayor*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared ELIZABETH AKINS with whom I am personally acquainted and who upon oath acknowledged herself to be the Mayor of the TOWN OF WALDEN, TENNESSEE, and that she as such Mayor, being authorized so to do on behalf of said corporation, upon oath acknowledged that she executed the foregoing instrument for the purpose therein contained by signing her name as Mayor.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires:_____

HAMILTON COUNTY, TENNESSEE

BY:_____
CLAUDE RAMSEY, *County Executive*

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the _____ day of March, 2001, before me, personally appeared CLAUDE RAMSEY with whom I am personally acquainted and who upon oath acknowledged himself to be the County Executive of the COUNTY OF HAMILTON, TENNESSEE, and that he as such County Executive, being authorized so to do on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as County Executive.

WITNESS my hand and Notarial Seal on the day and year above written.

NOTARY PUBLIC AT LARGE

My Commission Expires: _____