

Building and Grounds Committee
September 8, 2020 4:30 PM
Central Services Board Room

1. Call to Order - Mr. Jim Inman
2. Moment of Silence and Pledge - Mr. Jim Inman
3. Approval of Committee Minutes
4. Homestead Tower Building
5. CCHS Booster Request
6. Other Discussion
7. Adjournment

Building and Grounds Committee Meeting
April 16, 2020
Zoom Meeting

The Building and Grounds Committee met via Zoom on Thursday, April 16, 2020 where Mr. Jim Inman called the meeting to order at the approximate hour of 5:00 p.m. He welcomed everyone to the meeting and appreciated everyone for attending.

PRESENT

Mr. Jim Inman, District 1
Ms. Shirley Parris, District 3
Mr. Robert Safdie, District 2
Mr. Tony Brock, District 5
Candace Cook, Homestead Elem. Principal
Mary Kington, Maintenance Supervisor
Earl Patton, Attorney

Mrs. Teresa Boston, District 8
Mrs. Janet Graham, Director of Schools
Ms. Anita Hale, District 4
Christie VanWinkle Martin Elem. Principal
Debra Beaty, Crab Orchard Elem. Principal
Mr. Kim Chamberlin, Upland Design Group
Mrs. Kacee Harris, CFO

1. **Call to Order - Mr. Jim Inman**
2. **Moment of Silence - Mr. Jim Inman**
3. **Approval of Committee Minutes**

Parris made a motion to approve the meetings dated March 10, 2020.

VOICE VOTE Parris (mover-yes)
 Boston (seconder-yes)
 All Ayes

MOTION Carried Unanimously

4. **Homestead Elementary Sign**

Inman said the sign is electronic and Cook confirmed it is. The information is in the packet. The funding is paid by the school.

VOICE VOTE Boston (mover-yes)
 Inman (seconder-yes)
 All Ayes

MOTION Carried Unanimously

5. **Martin Elementary Renovation**

Inman introduced the Martin Renovation Bid Sheet to the committee. He said he hoped everyone has had a chance to look at the numbers. If we do everything, it will cost \$887,400. We only budgeted \$750,000. We have to make some decisions on what to include. Before we get into that, I need to know exactly what the base bid covers for \$523,000. Chamberlin responded, "The base bid, we modeled it a little bit after CCHS, includes; bathrooms, student restrooms, locker rooms, full renovation would replace all the finishes and fixtures in there, partitions, sinks, ceilings,

pretty much all that CCHS had done in their restrooms, that is what we are doing. The second thing was replacing all the seats in the little theatre, carpeting down the aisle ways, painting the interior. That is pretty much what the base bid was. Our original estimate of that was \$555,000.00. We are a little under that at \$523,000.00. I was very pleased to see that number. A lot of things got added as we went through the building. Replacing the outside windows and doors that were rusted, that is what the alternates are. The base bid is the bathrooms and the little theatre.” Inman asked if the base bid included replacing the fixtures such as commodes? Chamberlin replied that they would replace the majority of them, but some they couldn’t replace, because of the way they are in the walls. We can’t tear down the walls and start over. Most of the ones that we are keeping are in decent shape. They will have new plumbing and new flush valves. Boston inquired, “Just for clarification, the base bid is \$523,300.00. That is the lowest bid. Do we need to add \$54,533.00 to that for architect fees, or is that included in that?” Chamberlin responded, “It is not included in that. Our fees on this one, if you will remember is a percentage. That number could change as you add things our fee goes up.” Boston asked, “Do we need to add the general conditions?” Chamberlin responded, “No, that is in the 523. If you turn them loose tomorrow with the \$523,300.00, they will get everything done that is in the base bid. Boston countered, “So there is no contingency money in that \$523,300.00?” Chamberlin replied, “There is \$30,000.00 in contingency in that money?” Boston questioned, “So, I don’t have to add the seventy five, I don’t have to add the fifty four, at this point? Chamberlin responded, “No” Inman stated, “For some reason I had in my head that the fees were going to be forty five thousand, for the engineering fees.” Chamberlin said, “Let me run the numbers and I can give you a number.” Boston said, “On February 5th we were given a sheet that the architectural fees were fifty-four, five thirty three.” Chamberlin stated, “If you just do the base bid our fees would be thirty one thousand, three hundred ninety eight. That estimate sheet we gave you on February 5th, that fifty four thousand dollars would have been the entire fee on that nine hundred eight thousand dollars. As you add in the alternates that fee goes up with that.” Inman said, “Before we do anything else, we need to decide which bid we are going to accept. I am going to assume we are going to go with the lowest bid. We need to decide which one we are going to accept and send to the board and then we will look at the alternatives. Inman made a motion to accept the lowest bid with Mid State Construction and once we decide on this we will look at the alternatives. Boston seconded. Inman said, “Now we will look at the alternatives. I’m going to throw a monkey wrench in here and I have been thinking about this a lot. I know we have talked about this a lot and we have talked about replacing all the exterior doors in the individual classrooms and putting them back in as windows. Graham said, “I don’t think we can do that after all, could we Mr. Chamberlin?” Chamberlin said, “Yeah, we talked with the fire marshall, we’re going back in with windows. There are basically two openings in the classroom, one is a window and one is a door. By code in a sprinklered building, you don’t have to have an egress window or door. If you have that the walls have to have a rating within them. We are not sure that rating exists, so what we are going back with is in one of the openings is a fixed window and in the other opening we are putting in an emergency egress window. You will have in each room two windows one of which has an operable window for egress in case of a fire. That does meet code. Inman stated, “I don’t think we need to get rid of the doors. When I was a teacher there, I liked that door to be able to take the kids outside for a fire drill or something. With this COVID19 kids and everybody needing to stay

away, that is the perfect way to get the kids out of the building without being in the hallway and being around each other. I would rather see us not get rid of those doors and over a period of time replace the doors that are really bad. I would rather leave the doors alone.” Boston asked, Kacee, I know we have \$750,000.00 budgeted and we have \$50,000.00 in the maintenance budget for the doors. Do we have any other monies that we could play with or transfer over to this project to increase what we can do?” Harris responded, “The answer is yes. Within the maintenance budget this line itself, we can capture about \$50,000.00 more to put toward this project. With what is left over and I have just used a ballpark \$50,000.00 estimate for the engineering fees. So we have to take that off the top, depending on how much we do. I think if we use the \$50,000.00 for doors that is already budgeted, and we capture an additional \$50,000.00 savings within this line, we would have \$278,700.00 to spend on alternates.” Boston asked, “Do you feel comfortable giving us those numbers?” Harris responded, “Very comfortable, Mary and I spent a lot of time today checking our numbers. We have had some discussion about some other places to look if the board wants to go further down that alternate list. There are some other places we could look, in the budget. This doesn’t require any money movement at all, it’s all right there in that line. If the board wants to look for some additional money we can.” Inman said, “You say you’ve got \$50,000.00 for the doors. Explain to me exactly you mean by the doors. What are you talking about doing with them?” Harris responded, “That was just money based on the master maintenance plan, we budgeted the fifty thousand for doors, it was Martin’s year for doors to go along with the renovation. We knew we couldn’t do everything we wanted to do, so we thought we could put that fifty towards the doors in the same renovation. Inman said, “I understand that, but you still didn’t explain to me what you are talking about doing with the doors. Are you talking about replacing them with other doors, are you talking about replacing them with windows? Harris responded, “I think that is determined each year between maintenance and the principal. They come together, the money is aligned and whatever is the best fit within that door category, that is what the money would be used for.” Graham stated, “What we really looked at with that was the exterior doors going out to the garden and some of those places are rusted badly and so we were looking at door replacement for some of those major egress areas of the building. Boston stated, “If Kacee tells us that we’ve got fifty thousand in the budget for Martin for doors and we can capture another fifty thousand in that line, that gives us two hundred seventy eight thousand, seven hundred to spend. If we do one through four, which replaces all the doors and windows that had been suggested, that comes up to two hundred thirty four, seven hundred. It gives us forty four thousand for architectural fees. That will get us pretty close. Harris stated, “That two hundred seventy eight thousand, seven hundred includes architectural fees. You can spend that forty four on something else.” Graham stated, “That gives what was bid, What wasn’t bid was replacing those doors in individual classrooms with a door and a window. That would change the entire dynamic of that. We had that conversation at Martin, (Kim correct me if I’m wrong).” Chamberlin stated, “We did have that conversation and the doors would be considerably more. We are looking at about fifteen hundred dollars to repair what is there. A door is going to come close to double that.” Chamberlin addressed Inman and said, “Jimmy to respond back to your comment, it’s your call whether you put doors back in or not. I will say this, we are not putting any doors in new schools that we are doing anywhere. We have not had the COVID19 virus hit either. There has been a lot of discussion that schools don’t like doors, from a security

standpoint. They would rather have windows instead of doors. Doors are sometimes left unlocked and are easier to get in. I'm just relaying comments back." Inman stated, "Options one through four are replacing the doors with windows, correct Mr. Chamberlin?" Mr. Chamberlin confirmed it is. Inman stated, "That is what I was talking about. I was talking about leaving the doors and not replacing them. I'm not talking about replacing the doors with doors. We can do that as we need to. I just don't want to see us go from having an individual door in everybody's classroom and all of a sudden we are cutting that access off and putting in a window. Alternates one through four, that's what they are. Chamberlin stated, "Just to correct you for a second, alternates one and two are the ones that replace the classroom doors and windows, both sets doors and windows with windows. Alternates three and four pick up some other doors that are spread around the building and go out into public spaces. One and two are just classrooms." Hale said she wanted to agree with Mr. Inman. As a classroom teacher that had an individual door to the back along with the hallway door. It was nice to have that extra door to go out of the building. I would think twice before I would think twice about replacing the doors. Safdie addressed Kington and asked if there was a problem with leakage from the doors? Is the leakage evident of rusty doors? Kington responded, "Most every door there is leaking has rust to it somewhere. Safdie said, going back to Inman's point, we could replace those with doors. What are the projected budgetary concerns next year? Have we gotten anything from the state legislature yet about what is going to take place? What happens if there is a decrease in our county sales tax and decrease in the land. Property tax is 95% in already so we are just talking about a decrease in sales tax and liquor sales for the next few months. We could have a drop off. What happens if there is a 70 or 80 thousand dollar decrease in those projections. Harris responded, "I do think we will see some decreases in our tax revenues, however the county will find a different way. It will be up to the county to figure out how to fill that gap and still give us what was budgeted. Safdie asked, "Is there any benefit of us being ultra conservative? In preparation of a stagnant under growth budget. We are ultra conservative in our expenditures. Is there any reason to think that our budget might be flat and have an impact on other things that are essential? Harris responded, "I think it is a good idea to go into next year being somewhat conservative. I don't think we need to be ultra conservative. I'm more concerned with the unknown right now. We know that the teacher salary is going to be about half of the increase that they had originally said, but that's all. I'm more concerned with what the expenses are going to look like next year. We will have some savings across the board, because of our closure. I don't think we need to be overly worried that our funding is going to dry up next year. We will have a slight increase for the things that are mandated to increase. The unknown is the biggest worry I have right now. Hopefully these questions will be answered soon." Safdie said, "Going back to Inman's point, what is the cost difference between replacing the doors in those classrooms versus replacing the windows?" Graham said, "That whole unit would have to be replaced. Kim (Chamberlin) would have to speak to that for what he would estimate the cost to be. Would we have to rebid that Mr. Chamberlin?" Chamberlin responded that he didn't think we would have to rebid, but we could negotiate with the contractor. We could get a price to see what they would do if we replaced doors. The two alternates are about half of the windows and doors that are there. If you said let's not do the doors, that would be about half of those two numbers gone. We would remove about seventy two thousand in window replacement. My best guess at this point if you said replace the doors, we would about double that

number. If you replace the doors with doors and replace the windows with windows, best guess would be adding somewhere between seventy and eighty thousand dollars. The doors usually run double what the windows would be. Brock asked, Do all the doors need to be replaced? Have we spoken to the principal there and find out what their wishes would be in this case? VanWinkle replied, We of course would prefer to keep the doors in the classrooms. The teachers would like to keep the doors in the classroom. I wouldn't say every door needs to be replaced. Boston asked, "So the teachers prefer to keep the doors?" Harris said there was a lot of discussion regarding this in our planning meeting. One thing to consider is, from my understanding, this option would replace everywhere there is a need. Whereas if we go the door route, we would not be able to take care of all of those right now." Safdie said, It seems like the teachers are preferring the door but there is a maintenance issue with water coming in. The question is can the water issue be mitigated? Can we sand the doors and paint them? But then would we be addressing the mitigation of the water issue? How do we approach the problem with water coming in under the door? One of the solutions of course is to replace the doors with windows. But is there another way of mitigating the water issue or is that already a dead issue?" Kington said, "I'm not sure how to address the water issue if we didn't replace the doors, because they are rusting out completely around the frames. Also replace the doors with doors there will be a requirement for some ramps for ADA compliance, which is adding to those doors." Chamberlin said that is what we are getting in the latest requirements. In order to doors you have to have access to them by ramp, we would have to have a step. Where we were not allowed to have that step it would make it worse. All of those doors are just flush with the base of the building. When we are doing exterior doors now we are trying to have overhangs on them. Mary is correct, it is not just the doors that are rusting, the frames are rusting. They are still operable in some locations, but they are going to get worse. They are hollow metal, which was the way things were done in the seventies. To say they that they all immediately need to be replaced, there is some life left in some of them, but they are coming to that end quickly. VanWinkle stated, "There were a couple of doors that were leaking and were plates put down at the bottom of the door to keep the water out of the classroom. I know the music room was one of the ones that would flood, but I'm not sure if it was a door issue or where that much water was coming from." Chamberlin said, I'm not sure exactly what the original cause was. Anytime we get blowing rain which is what we seem to get anymore. It seems to get in the doors. It is almost impossible to keep it out, unless you can recess them for overhangs so you can keep the rain off of them. . It's your call doors versus windows. You are just looking at double the cost with the doors. Boston asked, "Is there a possibility that we can as building and grounds approve the base bid and then ask Chamberlin to get with the contractor and go back to Martin and see which of those doors can be replaced and bring back some other numbers? Chamberlin said, "If you want to replace the doors with doors, I can get a unit price from the contractor pretty quickly. All I need to do is say this is what we need those doors to be and I can ask him to give me a unit price per door. I think I like the idea of proceeding. We are trying to get this done over the summer. Until he has a contract he can't order materials. Chamberlin went on to describe how ordering the materials with all the closures from the COVID19 are slower than normal. Chamberlin said we want to get materials ordered as soon as possible. He said he likes the idea of getting the base bid released, if we need to pull some other things on the alternates, those bids are still good for a little bit. Let me get a unit price for

the doors and get back to you, it should help with your decision. Boston said, "I would like to know exactly how many doors we can salvage, how many doors need to be replaced, how many frames are rusted out. Then get some accurate numbers and see what we can do, but the base price is not going to change. We could move forward on the base price, with the option of coming back on the alternates. Chamberlin responded, We could ask the contractor how much time he could give us on the the prices on the alternates. We have, I don't remember exactly, we usually do 30 or 60 days on holding bids. In this case, because of what we are trying to do, I think it would be reasonable to ask him to hold his numbers for a little bit so we can make some decisions on how we want to go, after he gets us some additional numbers." Boston made a motion to approve the base bid and ask Chamberlin to get with the contractor to see which doors need to be replaced, to maintain those doors and to get us some additional pricing for the alternates according to putting the doors back in." Chamberlin said he should have the information within a week. Safdie asked about the ramps ensuring compliance with ADA. Chamberlin said he would check and get back with the committee.

VOICE VOTE Boston (mover-yes)
Parris (seconder-yes)
All Ayes

MOTION Carried Unanimously

6. Crab Orchard Elementary Playground Addition

Inman said the next item was the Crab Orchard Playground Equipment. I know they are using their money. Beaty said they are using their money. She said they had met with the PTO and the Rotary today and she gave us a check for \$15,079.00. We have more than what was expected. Boston made a motion to approve.

VOICE VOTE Boston (mover-yes)
Parris (seconder-yes)
All Ayes

MOTION Carried Unanimously

7. Other Discussion

8. Adjournment

VOICE VOTE Boston (mover-yes)
Parris (seconder-yes)
All Ayes

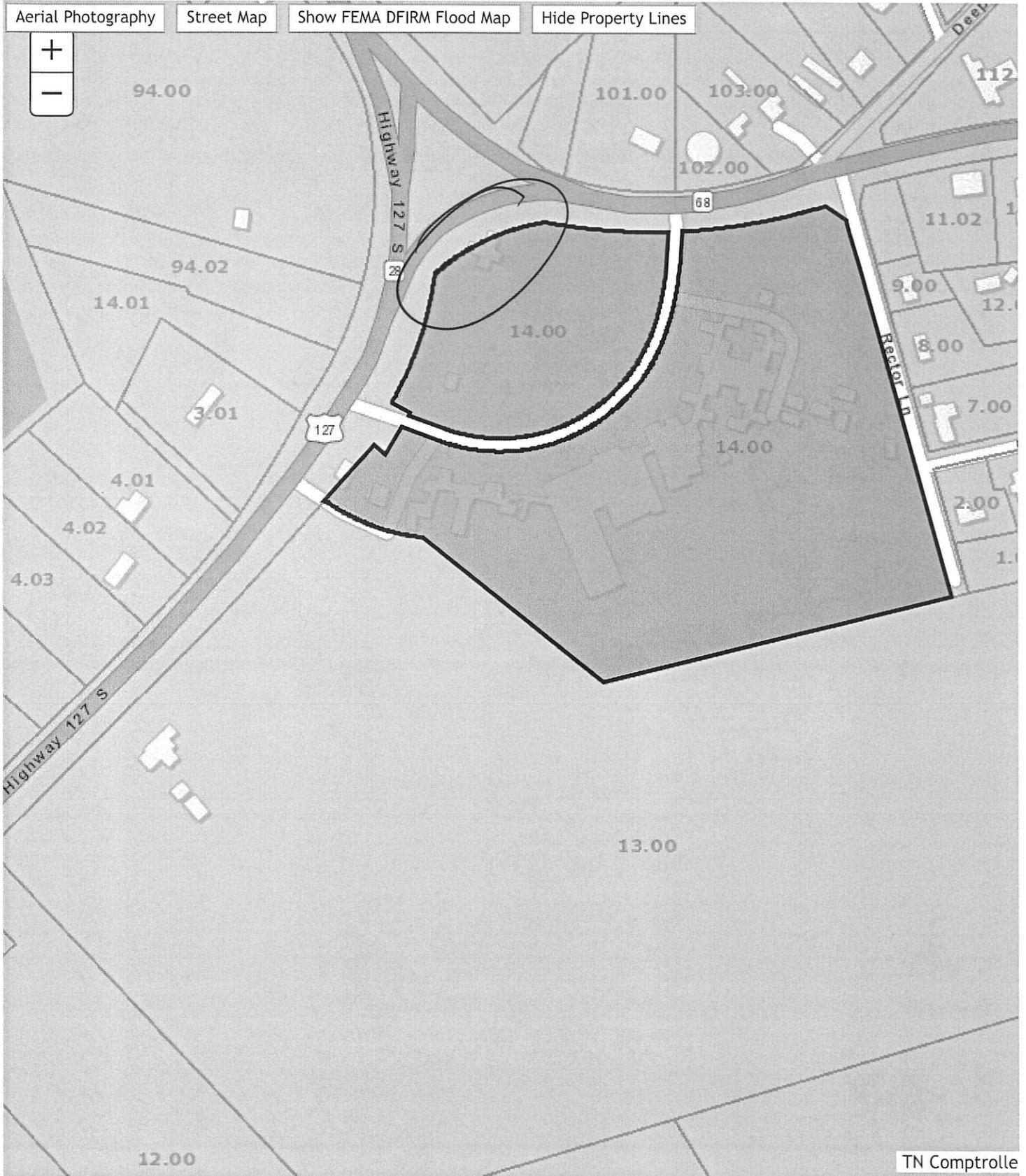
MOTION Carried Unanimously

The meeting adjourned at approximately 5:20.

Janet C. Graham,
Director of Schools

Jim Inman,
Building and Grounds Committee Chairman

Jane Franklin,
Executive Assistant for the Director of Schools and BOE



State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

Home	About	New Search	Return to List
------	-------	------------	----------------

County Number: 018

County Name: CUMBERLAND

Tax Year: 2020

Property Owner and Mailing Address

Jan 1 Owner:
 CUMBERLAND COUNTY BOARD
 OF EDUCATION
 RT 3
 CROSSVILLE, TN 38555

Property Location

Address: HWY 127 S

Map: 139 Grp: Ctrl Map: 139 Parcel: 014.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$73,500
 Improvement Value: \$3,220,800
 Total Market Appraisal: \$3,294,300
 Assessment %: 0
 Assessment: \$0

General Information

Class: 01 - COUNTY
 City #: 000 City:
 SSD1: 000 SSD2: 000
 District: 01 Mkt Area: R03
 # Bldgs: 2 # Mobile Homes: 3
 Utilities - Water / Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC
 Utilities - Gas / Gas Type: 01 - PUBLIC - NATURAL GAS Zoning:

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

RIGHT OF WAY
 STATE ROW DB 1270/288

Building Information

Building # 1
 Improvement Type: 31 - EDUC/RELIGIOUS Stories: 1
 Living/Business Sq. Ft.: 60,537
 Foundation: 02 - CONTINUOUS FOOTING Floor System: 04 - WOOD W/ SUB FLOOR
 Exterior Wall: 18 - STONE/WOOD Structural Frame: 00 - NONE
 Roof Framing: 02 - GABLE/HIP Roof Cover/Deck: 03 - COMPOSITION SHINGLE

Cabinet/Millwork:	03 - AVERAGE	Floor Finish:	11 - CARPET COMBINATION
Interior Finish:	07 - DRYWALL	Paint/Decor:	03 - AVERAGE
Heat and A/C:	0 -	Plumbing Fixtures:	0
Bath Tile:	00 - NONE	Electrical:	03 - AVERAGE
Shape:	04 - IRREGULAR SHAPE	Quality:	01 - AVERAGE
Act Yr Built:	1932	Condition:	A - AVERAGE
Building Areas:			
Area:	31	Sq Ft:	60,537

Building # 2

Improvement Type:	01 - SINGLE FAMILY	Stories:	2
Living/Business Sq. Ft.:	1,440	Floor System:	01 - SLAB ON GRADE
Foundation:	02 - CONTINUOUS FOOTING	Structural Frame:	00 - NONE
Exterior Wall:	13 - STONE/BRICK	Roof Cover/Deck:	03 - COMPOSITION SHINGLE
Roof Framing:	02 - GABLE/HIP	Floor Finish:	01 - CONCRETE FINISH
Cabinet/Millwork:	02 - BELOW AVERAGE	Paint/Decor:	02 - BELOW AVERAGE
Interior Finish:	06 - MASONRY	Plumbing Fixtures:	2
Heat and A/C:	01 - UNIT HEATER	Electrical:	02 - BELOW AVERAGE
Bath Tile:	00 - NONE	Quality:	00 - BELOW AVERAGE
Shape:	01 - RECTANGULAR DESIGN	Condition:	A - AVERAGE
Act Yr Built:	1987		
Building Areas:			
Area:	BAS	Sq Ft:	1,200
Area:	USH	Sq Ft:	400

Extra Features

Bldg/Card#	Type	Description	Units
1	MOBILE HOME CLASS 4		990
1	COOLING SYSTEMS		990
1	MOBILE HOME CLASS 4		990
1	COOLING SYSTEMS		990
1			1
1	UTILITY BUILDING		260
1	MOBILE HOME CLASS 4		990
1	COOLING SYSTEMS		990

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
05/03/1999	\$0	1046	2026			
04/08/1986	\$0	314	118			
02/01/1952	\$0	83	182			

Land Information

Deed Acres: 0.00 **Calc Acres:** 0.00 **Total Land Units:** 24.50
Land Type: 70 - EXEMPT **Soil Class:** **Units:** 24.50

 [View GIS Map for this Parcel](#)

[Glossary of Terms](#)
 [How to Search](#)
 [Fact Sheet](#)
Division of Property Assessments Comptroller of the Treasury State of Tennessee
Home Page Home Page Home Page

State of Tennessee)
Cumberland County)

Before me, the undersigned authority, a Notary Public, in and for said State and County, Roy T. Hall, with whom I am personally acquainted, and who, upon oath, acknowledged to be chairman of the Cumberland County Board of Education, the within named Lessor, and that he as such officer, being authorized so to do, executed the within and foregoing instrument for the purposes therein contained, by signing the name of The Cumberland County Board of Education, by himself as Chairman.

Witness my hand and official seal of office, at Crossville, Tennessee, this the _____ day of _____, 1980.

Notary Public

My commission expires:

State of Tennessee)
Cumberland County)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Miles Clark, Bill Pugh, Annabell Beeson, E. A. Pippin, Baxter Sherrill, Herman Burton and Haney Breeding, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Trustees of Cumberland Homesteads Tower Association, Crossville, Tennessee, and that they as such Trustees, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by themselves as such Trustees.

Witness my hand and seal of office on this the _____ day of _____, 1980.

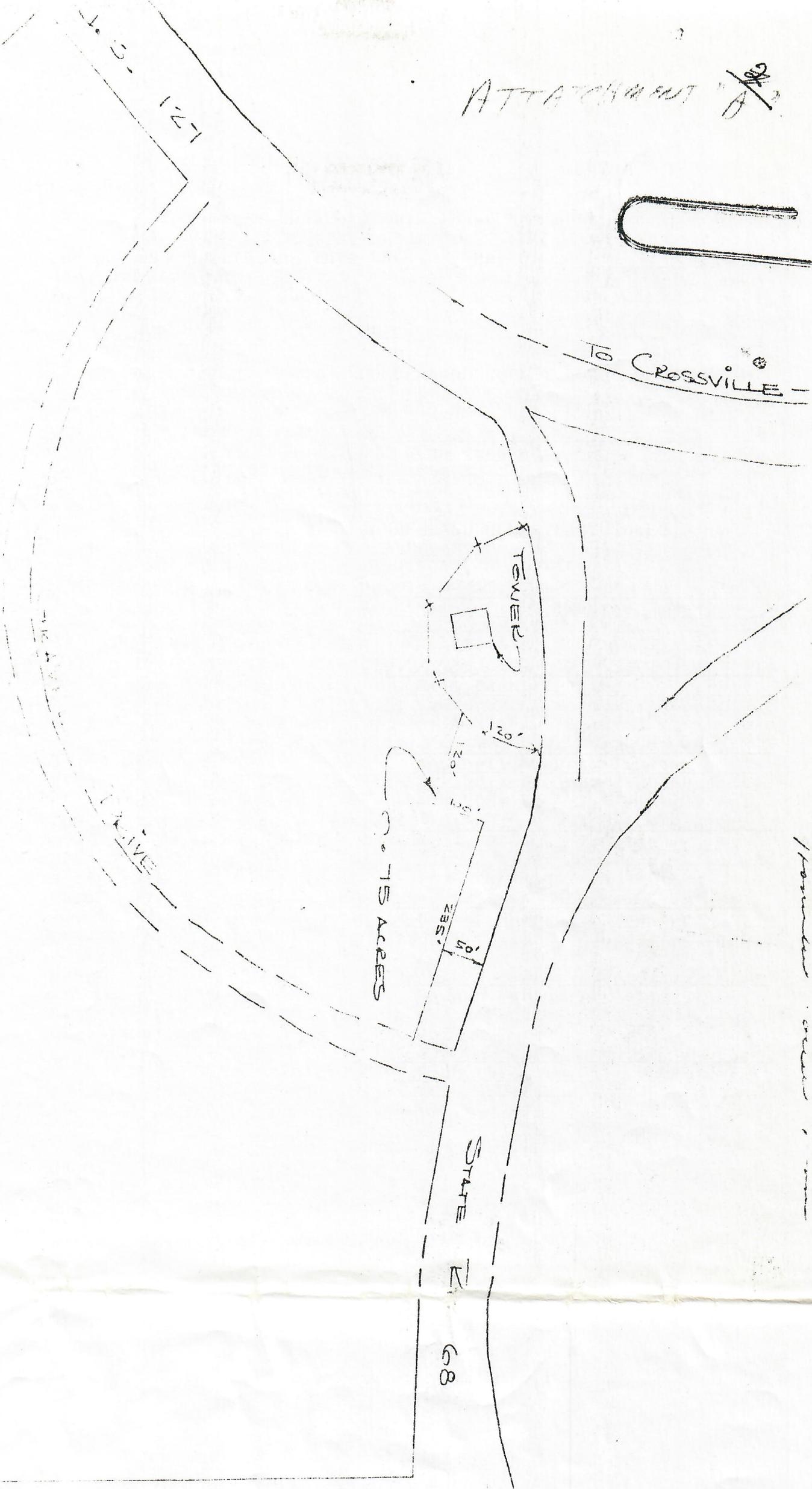
Notary Public

My commission expires:

ATTACHMENT "A"



TO CROSSVILLE -



CANTERLAND Co.

Horizontal line

LEASE AGREEMENT

This Lease made and entered into by and between the CUMBERLAND COUNTY BOARD OF EDUCATION, hereinafter called the Lessor; and MILES CLARK, BILL PUGH, ANNABELL BEESON, E. A. PIPPIN, BAXTER SHERRILL, HERMAN BURTON and HANEY BREEDING, Trustees of CUMBERLAND HOMESTEAD TOWER ASSOCIATION, hereinafter called the Lessees.

WITNESSTH:

1. The Lessor hereby leases unto the Lessees those certain premises with the appurtenances situated in the County of Cumberland, located at the junction of U.S. Highway 127 South and State Road 68.

2. The premises above are more particularly described as follows: SEE ATTACHMENT "A".

3. The term of this lease shall commence on July 1, 1977, and shall end on July 1, 2079, with such rights of termination as may be hereinafter expressly set forth.

4. In consideration of the premises and the mutual covenants of the parties hereinafter stated, the Lessees shall pay One (\$1.00) Dollar per year to the Lessor until the expiration of said lease.

5. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times.

6. The Lessees shall have the right, during the existence of this lease, to make alterations, attach fixtures and erect signs in or on the leased premises, provided that any and all such work shall be done in a good and workmanship like manner, that the structural and architectural integrity of the building shall not be impaired, and that no lien shall be attached to the leased premises by reason thereof. All additions made to the building and fixtures attached thereto shall, upon termination of this lease for any cause, become the property of the Lessor.

7. Upon termination or expiration of this lease, the Lessees will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, reasonable wear and tear thereof, damages by earthquakes, fire, public calamity, the elements, acts of God or circumstances over which Lessees have no control shall be excepted.

8. Either party may terminate this lease at any time effective on or after July 1, 1980, by giving written notice to the other party at least 180 days prior to the date when such termination shall become effective. Said notice shall commence on the day after the date of mailing.

9. The Lessees' interest in this lease is to complete a museum within the tower structure to tell to the visitors of the tower the story of the origin of the Cumberland Homestead project, and for use as a community hall for the people of the Cumberland Homesteads. Lessees intend to operate the facility with a minimum of interference to the educational functions of the Cumberland County Board of Education and desires reciprocal treatment from the Cumberland County Board of Education. Based upon such intended use, it is understood that Lessees shall not assign their lease or sublet the premises to any third parties and said property shall not be used for any commercial profit making business or venture.

10. The following special provisions are agreed upon: in addition to the premises hereinabove described, it is understood and agreed that the Lessees shall have the full right of possession under the foregoing terms of this lease for the term specified; the use of the area located on the northerly side of the property hereinabove described bounded by State Highway 68 and U.S. Highway 127 South and the road connecting said two highways. The Lessees shall be fully responsible for all necessary and maintenance to the leased premises and to all improvements and buildings thereon. The Lessees agree to pay all utility and insurance costs incurred in the operation of this facility.

11. Lessees agree at its sole expense to maintain insurance for the benefit of Lessor covering the building and improvements located on the lease premises, in an amount of not less than \$_____ . In the event damage or destruction to the building and improvements by fire or any of said perils, the proceeds paid under and by virtue of said insurance policy, shall accrue to the benefit of Lessor. Lessees shall procure and maintain such other insurance which it deems necessary for its protection against loss or damage to any of its property situated on the leased premises.

12. Lessees shall carry an OLT insurance policy in sufficient amounts so as to fully protect Lessor against any and all liabilities, claims, demands, actions, costs or other expenses which may be sustained by Lessor arising out of the use of the premises by Lessees.

Lessees accept the leased premises, appurtenances and building, improvements and equipment, without warranty by Lessor at any time expressed or implied, as to their condition or fitness for any purpose; and Lessees assume the risk of and sole responsibility for any and all claims for injuries, death, loss and damage of any kind or character, to person or property, by whomsoever suffered or asserted, resulting from or arising out of the condition or use of the leased premises, appurtenances and all buildings, improvements and equipment during the term of this lease or any renewal or extension thereof, and whether due to any latent or patent defect, Lessor's negligence or otherwise.

IN WITNESS WHEREOF, this lease has been executed by
the parties hereto, on this the ____ day of _____,
1980.

CUMBERLAND COUNTY BOARD OF EDUCATION

By Bill Hargis
Chairman

CUMBERLAND HOMESTEADS TOWER ASSOC.

By Miles Clark
Miles Clark, Trustee

Bill Pugh
Bill Pugh, Trustee

Annabelle Beeson
Annabelle Beeson, Trustee

E. A. Pippin
E. A. Pippin, Trustee

Baxter Sherrill
Baxter Sherrill, Trustee

Herman Burton
Herman Burton, Trustee

Haney Breeding
Haney Breeding, Trustee