

Board of Education
March 15, 2022 4:00 PM
Central Services Board Room

BOARD MEMBERS:

1. Call to Order - Mr. Robert Safdie
2. Moment of Silence and Pledge - Mr. Robert Safdie
3. Approval of Committee Minutes
4. *Ben Lomand Utility Easement Booster Box
5. *Blue Angel Jet Sidewalk
6. New Business
7. Other Discussion
8. Adjournment

**Building & Grounds Meeting August 24, 2021
Central Services Board Room**

Mr. Robert Safdie called the meeting to order at the approximate hour of 4:00 p.m. He opened with the moment of silence and the pledge of allegiance.

PRESENT:

Mr. Robert Safdie, 2nd District
Mrs. Shirley Parris, 3rd District
Mr. Jim Inman, 1st District
Dr. Ina Maxwell, Director of Schools
Mr. Nathan Brown, Athletic Director SMHS
Mary Kington, Maintenance Supervisor

ABSENT:

1. Call to Order – Mr. Robert Safdie

- 2. Moment of Silence/Pledge of Allegiance – Mr. Robert Safdie**
- 3. Approval of Committee Minutes**

Inman made a motion to approve.

VOICE VOTE: Inman (mover-yes) Parris (seconder-yes)

All Ayes

MOTION: Carried Unanimously

4. Proposal for Play Clocks at SMHS

Safdie: First thing on the agenda, we have an attachment here that says we have to approve something related to the time clocks. Can you tell us more about that?

Brown: Yes sir. Stone Memorial Football Program purchased 2 play clocks for the football field at an estimated cost of \$5000.00. We are asking that the board approve us to install those and allow Cumberland County Board of Education employees to install those. The boosters of Stone Memorial Football program and Stone Memorial athletics would share that cost for the materials and have for the clocks themselves. We are just seeking approval for them to be installed.

Safdie: And those are the time clocks?

Brown: Yes, I believe you saw them, there were those 2 larger boxes and you may not have noticed them, on the right when we were touring the field. They are rather large and will be installed on 10-12 foot pole beams on either side of the football field.

Safdie: And how...Boosters are going to pay for part of it and you said athletics will pay for the other part?

Brown: For the materials, yes.

Safdie: For the materials, and how much was the materials?

Brown: That's being determined.

Safdie: But you have enough money in your bank...is that a separate account?

Brown: Yes, the Stone Memorial Athletic Fund is different, yes.

Safdie: Are there any questions?

Brown: The materials are essentially the power cable and then the poles themselves to mount the clocks on.

Safdie: And the labor?

Brown: The labor we're asking to be provided by the maintenance department.

Safdie: And they said?

Maxwell: If I may add, Ms. Mary was going to be here but I'm assuming something has come up because we were in contact this afternoon and she said she would be here, but she's in support of this project and they could complete the request.

Safdie: Mr. Inman?

Inman: I move to approve.

Safdie: Is there a second?

Parris: I vote second.

Safdie: Ok, let's take a vote. All in favor say aye

Inman, Parris: Aye

Safdie: All opposed nay, ayes have it. That is approved.

Brown: Thank you all.

VOICE VOTE: Inman (mover-yes) Parris (seconder-yes)

All Ayes

Carried Unanimously

8. Other Discussion

Safdie: Does that include, those are the attachments, right? Is there any other discussion? In that case, I would like to hear a motion to adjourn.

Parris: Motion to adjourn.

Inman: Second.

Safdie: Ms. Shirley makes the motion to adjourn, Mr. Inman seconds it. All in favor?

Inman/Parris: Aye

Safdie: Any opposed? no nays, meeting is adjourned. Thank you all for being here.

Adjournment

(The meeting was adjourned at the approximate hour of 4:03 p.m.)

Dr. Ina Maxwell
Director of Schools

Robert Safdie
Chairman of the Building & Grounds Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE



Utility Easement
Cumberland County
Board of Education
368 4th Street
Crossville, Tennessee 38555

THIS INSTRUMENT PREPARED BY:

Laurence M. Papel, Esq.
Nelson Mullins Riley & Scarborough, LLP
One Nashville Place, Suite 1100
Nashville, Tennessee 37219

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), made effective as of the 28th day of February, 2022 by and between **CUMBERLAND COUNTY BOARD OF EDUCATION**, ("Grantor") and **BEN LOMAND COMMUNICATIONS, LLC d/b/a BEN LOMAND CONNECT**, a Tennessee limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located near the intersection of Mayland Road and Cottage Street in Crossville, Tn. (the "Grantor Property") being part of the real property conveyed to Grantor by deed of record in Book 337, Page 31, Register's Office for Cumberland County, Tennessee; and

WHEREAS, Grantee is a Tennessee corporation providing broadband services to the neighboring communities via fiber optic facilities requiring installation of telephone equipment, including a remote telephone switching system (the "Telephone Equipment") to be installed on the Grantor Property; and

WHEREAS, Grantor desires to grant to Grantee a ninety-nine(99) year, non-exclusive easement for installation and placement of telephone equipment, including a remote telephone switching system on the Grantor property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to all easements, restrictions, and other matters of record affecting the Grantor Property, Grantor hereby grants, sells, conveys, establishes and creates, for the benefit of Grantee and its agents, successors and assigns, the following (collectively, the "Easement"): (a) a ninety-nine(99) year, non-exclusive easement for the installation of the Telephone Equipment on an area of the Grantor Property sixteen (16) feet long and twenty (20) feet wide near the east section of the property on the northeast intersection of Mayland Road and Cottage Street, as more particularly depicted on **Exhibit A** hereto (the "Easement Area"); and (b) a ninety-nine(99) year, general easement for pedestrian and vehicular ingress and egress over and across the Grantor Property for construction, operation, maintenance, repair, replacement, and reconstruction of the Telephone Equipment. Grantee shall maintain the Easement Area in good, clean and safe condition, in accordance with all applicable legal requirements.

2. **Parties Bound.** Grantor and Grantee hereby agree that the Easement granted herein shall run with the land, and is for the benefit and use of Grantee and its successors and assigns, and shall at all times bind Grantor and any and all subsequent owners of any interest in the Grantor Property, together with any of their successors and assigns.

3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument and shall become effective only upon execution of one or more of such counterparts by each of the parties.

4. **Recording.** This Agreement shall be recorded in the office of the Register of Deeds of Cumberland County, Tennessee.

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

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties.

7. **Recitals.** The recitals to this Agreement are hereby incorporated by reference and shall be deemed to be an integral part of this Agreement.

8. **Notices.** All notices, requests and other communications under this Agreement shall be in writing and shall be either: (a) delivered in person, (b) sent by certified mail, return-receipt requested, (c) delivered by a recognized delivery service or (d) sent by facsimile and e-mail transmission and addressed as follows:

Grantor:

Cumberland County
Board of Education
368 4th Street
Crossville, Tennessee 38555

Facsimile _____
E-Mail: _____

Grantee:

Ben Lomand Communications, LLC.
d/b/a Ben Lomand Connect
c/o Richard Boyd
311 North Chancery Street
McMinnville, Tennessee 37110
Facsimile: 931-668-7653
E-Mail: rboyd.bl@blomand.net

A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed effective as of the day first written above.

GRANTOR

Cumberland County
Director of Schools

Name: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is Owner of **Property on the northwest intersection of Mayland Road and Cottage Street** (the "Grantor"), and is authorized to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office this ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

GRANTEE

Ben Lomand Communications LLC, d/b/a/ Ben Lomand Connect, a Tennessee Limited Liability Company

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of Ben Lomand Communications LLC, a Tennessee limited liability company (the "Grantor"), and is authorized to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office this ____ day of _____, 20____.

Notary Public

My Commission Expires:

EXHIBIT A

Easement Area

Being an easement lying in Cumberland County, Tennessee, and being more particularly described as follows:

Property recording at Cumberland County Register Office in Book 337, Page 31

(Please see attached Map)

Cumberland County - Parcel: 084 074.00



Date: February 15, 2022
County: Cumberland
Owner: CUMBERLAND COUNTY BOARD
Address: MAIN ST
Parcel Number: 084 074.00
Deeded Acreage: 23.88
Calculated Acreage: 0
Date of Imagery: 2018

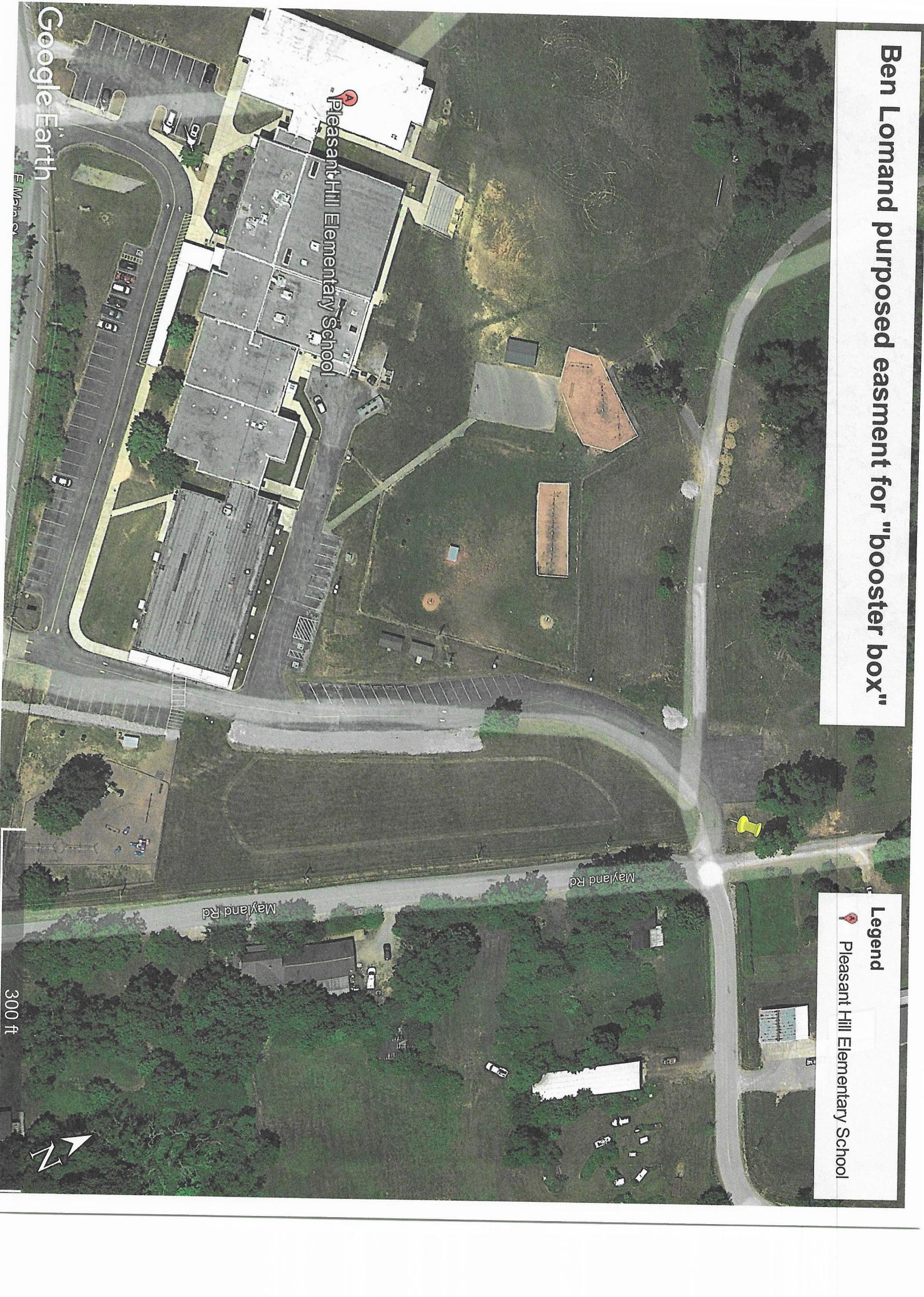
Esri, HERE, Garmin, (c) OpenStreetMap contributors
State of Tennessee, Comptroller of the Treasury, Department of Property
Assessment (DPA) – Geographic Services
TDOT

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Ben Lomand purposed easement for "booster box"

Legend

-  Pleasant Hill Elementary School



Mayland Rd

Mayland Rd



