

**Carter County Commission  
Regular Session  
December 11, 2017**

**Call to Order** – Chairman, Robert Acuff, called the meeting to order at 6:00 PM.

**Courthouse – Emergency Egress Plan** – was presented by Gary Smith, EMA Director.

**Roll Call – County Clerk** as follows:

Name of Configuration File: C:\RollCall-Pro\Configurations\December 11 2017 Commission Meeting.rcc

Date and Time of New Session: 12/11/2017 6:08:03 PM

Beginning Roll Call for New Session:

Leon Humphrey is Present  
Willie Campbell is Present  
Buford Peters is Present  
Robert Acuff is Present  
Nancy Brown is Present  
Mike Hill is Present  
Al Meehan is Present  
Bradley Johnson is Present  
Ronnie Trivett is Present  
Charles Von Cannon is Present  
Isaiah Grindstaff is Present  
L.C. Tester is Present  
Danny Ward is Present  
Ross Garland is Present  
Bobbie Gouge-Dietz is Present  
Timothy Holdren is Present  
Randall Jenkins is Present  
John Lewis is Present  
Larry Miller is absent  
Sonja Culler is Present  
Ray Lyons is Present  
Scott Simerly is absent  
Robert Carroll is Present  
Kelly Collins is Present  
Cody McQueen is Present

**Number of Voters PRESENT for Roll Call: 23**

**Number of Voters ABSENT for Roll Call: 2**

**Approval of Agenda**

**Motion** was made by Danny Ward, seconded by Isaiah Grindstaff, to accept as presented tonight's agenda. (Item # 1) Recorded on page 574

Roll Call Vote as follows (Item # 1):

1. Vote Results for: Item No. 1

Time of Vote: 6:10:48 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y

**DECEMBER TERM 2017**

L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (22 Y - 0 N - 0 A - 2 Absent)**  
**Number of Abstain Votes: 0**

Opening Prayer – was led by Commissioner, Willie Campbell.

Pledge of Allegiance – was led by Commissioner, Sonja Culler.

Recognition of Elected and Appointed Officials/Guest

Elected Officials, appointed Officials, and Guest in the audience, were requested to stand by Chairman Acuff, to be recognized and thanked for their service.

Acceptance of Minutes from the November 20, 2017 Commission Meeting

**Motion** was made by Mike Hill, seconded by Isaiah Grindstaff, to accept as presented, the minutes of the November 20, 2017 Commission Meeting. (Item # 2)

Roll Call Vote as follows (Item # 2):

2. Vote Results for: Item No. 2

Time of Vote: 6:30:24 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: A  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 0 N - 1 A - 2 Absent)**  
**Number of Abstain Votes: 1**

**Public Comments**

Charles Mattioli, addressed the Commission speaking in favor of the purchase of land to be used for the Multi-Sport park.

Mike Melton of the 8<sup>th</sup> District, spoke as a member of the Parks and Recreation Board in favor of the purchase of land to be used for the Multi-Sport park. He requested the Commissioners approve the purchase.

Roy Livingston of Hampton, spoke concerning budgets and county funds.

Robin McKamey, spoke to the Commission with questions concerning management and leadership of the Animal Shelter. It was also noted that the Comptroller's report concerning the shelter was complete.

Brenda Persinger, addressed the Commission with concerns in regards to the Animal Shelter.

Britney Madden, spoke and requested that Commissioner, Danny Ward, come stand at the podium with her. She expressed "thank-you" to Commissioner Ward in helping to raise funds for the Appalachian Paws and Tails recently.

**Notaries and Bonds**

**Motion** was made by Sonja Culler, seconded by Mike Hill, to accept the following Notaries/Bonds for December 11, 2017 as presented. (Item # 3)

|                 |                     |                     |
|-----------------|---------------------|---------------------|
| Craig Layfield  | Robin J. Isaacs     | Tracy Lynn Trivette |
| Joyce M. Estep  | Sherry J. Leonard   | Kathleen R. Taylor  |
| Lanny R. Norris | Elizabeth A. Glover | Amber Clatterbuck   |

Roll Call Vote as follows (Item # 3):

3. Vote Results for: Item No. 3

Time of Vote: 6:32:41 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Bradley Johnson voted: Y

Ronnie Trivett voted: Y

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Gouge-Dietz voted: Y

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: Y

Larry Miller was Absent

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly was Absent

Robert Carroll voted: Y

Kelly Collins voted: Y

Cody McQueen voted: Y

**Passed (22 Y - 0 N - 0 A - 2 Absent)**

**Number of Abstain Votes: 0**

**EMBER TERM 2017**

**Chamber of Commerce Representative from Commission**

Chairman Acuff announced that the Commission did not have representative on the Chamber. However, a desire had been expressed to rejoin. The next meeting for the Chamber will be held in January. Board positions will not be voted on until spring. Membership at this time, would be for representation only.

Chairman Acuff opened the floor for nominations.

Nomination was made by Commissioner Ray Lyons, for Commissioner Ross Garland.

Nomination was made by Commissioner Ronnie Trivett, for Commissioner Charles VonCannon.

**Motion was made by Danny Ward seconded by Bobbie Gouge-Dietz, to cease nominations.  
(Item # 4)**

Discussion followed concerning the cost of joining the Chamber. It was stated as being approximately \$3,500. The possibility of having two representatives from the Commission was also discussed.

Roll Call Vote as follow (Item # 4):

4. Vote Results for: Item No. 4

Time of Vote: 6:42:49 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Bradley Johnson voted: Y

Ronnie Trivett voted: Y

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Gouge-Dietz voted: Y

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: N

Larry Miller was Absent

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly was Absent

Robert Carroll voted: Y

Kelly Collins voted: Y

Cody McQueen voted: Y

**Passed (21 Y - 1 N - 0 A - 2 Absent)**

**Number of Abstain Votes: 0**

Nominees were allowed to speak concerning their desire to be placed as representative.

A "friendly amendment" was requested by Commissioner Ronnie Trivett, to have both nominees as representatives from the Commission. However, the "friendly amendment" was not accepted by Commissioner Deitz.

A "friendly amendment" was once again requested by Commissioner Trivett, to delay action on the appointment for thirty-days. This would allow time to check the possibility of having two representatives sent to the Chambers. This was also not accepted by Commissioner Deitz.

**Motion** was made by Bobbie Gouge-Dietz, seconded by Buford Peters, to vote on one (1) representative to the Chamber from the nominees as presented. (Item # 5)

Discussion followed concerning the nomination of a primary representative and an alternate as well.

A "friendly amendment" was made by Timothy Holdren, to have the person receiving the lower vote to serve as alternate. However, this amendment was not accepted by Commissioner Deitz.

Roll Call Vote as follows (Item # 5):

5. Vote Results for: Item No. 5

Time of Vote: 7:16:46 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 1 N - 0 A - 2 Absent)**  
**Number of Abstain Votes: 0**

Chairman Robert Acuff, presented the nominations for a voice Roll Call vote, requesting that each Commissioner voice the name of the Commissioner they desired to place as representative from the Commission on the Chamber of Commerce board.

Voice Roll Call Vote as follows:

**Voting for Ross Garland:** Buford Peters, Willie Campbell, Robert Acuff, Mike Hill, Al Meehan, Bradley Johnson, L.C. Tester, Danny Ward, Ross Garland, Bobbie Gouge-Dietz, Randall Jenkins, Ray Lyons, Sonja Culler, and Kelly Collins. (14 votes for Ross Garland)

**Voting for Charles VonCannon:** Nancy Brown, Ronnie Trivett, Charles VonCannon, Isaiah Grindstaff, Timothy Holdren, John Lewis, Cody McQueen, and Robert Carroll. (8 Votes for Charles VonCannon)

**Absent:** Larry Miller, and Scott Simerly (2 Absent)

Receiving fourteen (14) votes, Commissioner Ross Garland was appointed as representative from the County Commission to the Elizabethton/Carter County Chamber of Commerce.

DECEMBER TERM 2017

**Mayoral Report**

Mayor, Leon Humphrey, spoke in regards to a letter he received from the Department of Transportation, Right of Way Division concerning a request to lease State owned real property for use as a Multi-Sport park. This letter matter of record on page 575-576

Mayor Humphrey also spoke concerning Carter County having a need of site ready, developed property for manufactures. A video was shown of this type of property that Washington County now is preparing.

**Recess**

The Commission entered into a fifteen (15) minute recess. Following the recess, the meeting was called **back to order** by Chairman Acuff.

**Committee Reports**

Chairman Acuff noted most committees did not meet during December.

**Financial Management Committee** – Danny Ward, Chairman, presented the following report and recommendations.

**Motion**, as recommended and approved by the Financial Management Committee, was made by Danny Ward, seconded by Ronnie Trivett, **to approved three Lease Agreements from Chantz Scott Kia, Kingsport, TN (Lessor) to Carter County Sheriffs Office (Lessee). (Item # 6)** Recorded on pages 577-604

Discussion followed. Capt. Tom Smith explained the vehicles would be used for Drug Use Investigations. This item had been placed out for bids and Chantz Scott Kia was received as the low bidder.

**Leader marked Bobbie Gouge-Dietz as absent at: 7:21:14**

Roll Call Vote as follows (Item # 6):

6. Vote Results for: Item No. 6

Time of Vote: 7:23:20 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Bradley Johnson voted: Y

Ronnie Trivett voted: Y

Charles Von Cannon voted: N

Isaiah Grindstaff voted: Y

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Gouge-Dietz was (2) Absent

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: Y

Larry Miller was Absent

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly was Absent

Robert Carroll voted: N

Kelly Collins voted: Y

Cody McQueen voted: Y

**Passed (19 Y - 2 N - 0 A - 3 Absent)**

**Number of Abstain Votes: 0**

**Education/Landfill** – Danny Ward, announced that January 2, 2018 has been set for the next meeting to be held in the Mayor's Conference Room.

**Budget Committee** – Chairwoman, Sonja Culler, presented the following recommendations.  
**Motion** was made by Sonja Culler, seconded by Kelly Collins, to approve **General Fund 101 Amendment # 5**, for a total of \$25,750.73 with 9 items and nothing coming from fund balance. Note, Item # 4 on this Amendment was removed. (Item # 7)  
Recorded on page: 607

Roll Call Vote as follows (Item # 7):  
7. Vote Results for: Item No. 7  
Time of Vote: 7:23:36 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 0 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion** was made by Sonja Culler, seconded by Nancy Brown, to approve **General Fund 101 Amendment # 6** for a total of \$73,574 with 4 items and \$50,714 coming from fund balance.

Discussion. Voting had began and vote was incomplete with some Commissioners expressing their vote needed to be changed, as they did not understand the motion as presented. No votes had been revealed and upon recommendation from the County Attorney, **motion was withdrawn and vote was cleared**. Following discussion, each item was presented individually for approval.

**Motion** was made by Mike Hill, seconded by Danny Ward, to vote for each item requested for approval, **General Fund 101 Amendment # 6** with four (4) item individually. (Item # 8)

Roll Call Vote as follows (Item # 8):  
8. Vote Results for: Item No. 8  
Time of Vote: 7:55:05 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y

Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: N  
Cody McQueen voted: Y

**Passed (19 Y - 2 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Ross Garland, to approve General Fund 101 Amendment # 1, Budget Amendment # 6, Item # 1. Transfer \$44,000 from Unassigned Fund Balance to Transfer to Other Funds. Transfer from General Fund Balance to Parks and Recreation for purchase of land. (Item # 9) Recorded on page 608**

Discussion followed concerning the purchase of the property. Chris Schuettler, Planning Director, approached the podium explaining the location and layout of the property. A copy of the land survey was displayed. A visual (Google Earth) was also shown of the property as well.  
See pages 605-606

Roll Call Vote as follows (Item # 9):

9. Vote Results for: Item No. 9

Time of Vote: 7:55:53 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent

Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (19 Y - 2 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Ray Lyons, to approve General Fund 101 Amendment # 1, Budget Amendment # 6, Item # 2 for a total of \$8,000 to allocate for courthouse single point of entry architect fees. (Item # 10) Recorded on page 608**

Roll Call Vote as follows (Item # 10):  
10. Vote Results for: Item No. 10  
Time of Vote: 7:57:02 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: N  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (20 Y - 1 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Al Meehan, to approve General Fund 101, Budget Amendment # 6, Item # 3, for a total of \$6,714.00 transfer from General Fund Balance to Parks and Recreation flood damage not covered by insurance. (Item # 11) Recorded on page 608**

Roll Call Vote as follows (Item # 11):  
11. Vote Results for: Item No. 11  
Time of Vote: 7:57:44 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 0 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Timothy Holdren, to approve General Fund 101, Budget Amendment # 6, Item # 4, "Snoopy Funds" for a total of \$14,860.00 to allocate for dog run architect fees. (Item # 12) Recorded on page 608**

Roll Call Vote as follows (Item # 12):  
12. Vote Results for: Item No. 12  
Time of Vote: 7:58:31 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: N  
Al Meehan voted: N  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (19 Y - 2 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Timothy Holdren, to approve Drug Fund 122, Amendment #6, with 1 item for a total of \$367.60 with nothing coming from fund balance. This is to recognize donation for K-9 expenses. (Item # 13) Recorded on page 608**

Roll Call Vote (Item # 13):

13. Vote Results for: Item No. 13

Time of Vote: 7:59:19 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 0 N - 0 A - 3 Absent)**

**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Kelly Collins, to approve Drug Fund 122, Budget Amendment # 6, with 1 item for \$24,720 to allocate for the three (3) two-year SUV leases for the Sheriff's Department. (Item # 14) Recorded on page 609**

Roll Call Vote as follows (Item # 14):

14. Vote Results for: Item No. 14

Time of Vote: 8:01:15 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y

Scott Simerly was Absent  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (18 Y - 3 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Al Meehan, to approve General Purpose School Fund 141, Amendment # 6, with 1 item for a total of \$10,000 to reallocate within the Technology budget. (Item # 15) Recorded on page 609**

Roll Call Vote as follows (Item # 15):  
15. Vote Results for: Item No. 15  
Time of Vote: 8:02:12 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 0 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Sonja Culler, seconded by Ross Garland, to approve Sports & Recreation Fund 123, Budget Amendment #1, with 2 items for a total of \$56,714.00 with \$6,000 coming from Parks and Recreation fund balance. (Item # 16) Recorded on page 609**

Roll Call Vote as follows (Item # 16):  
16. Vote Results for: Item No. 16  
Time of Vote: 8:04:05 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y

Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: Y

Passed (20 Y - 1 N - 0 A - 3 Absent)  
Number of Abstain Votes: 0

The January meeting will be January 8<sup>th</sup> at 5:00 PM. A "Budget Class 101" will be held at that time.

The Carter County Expenditure Budget Report for the Month of December was provided to Carter County Commissioners by Christa Byrd, Financial Director.

Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures, Outstanding encumbrances and Unencumbered Balances.

Highway Committee – Mike Hill, Chairman, upon recommendation from the Highway Committee presented the following recommendation.

**Motion** was made by Mike Hill, seconded by Nancy Brown, to accept and adopt the addition of **Rhododendron Lane, located off of Rockhouse Road, to the Carter County Road List. (Item # 17)**

Roll Call Vote as follows (Item # 17):

17. Vote Results for: Item No. 17

Time of Vote: 8:10:34 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y

Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (21 Y - 0 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

**Agricultural Committee** – Ross Garland, Chairman stated the remodeling project at the Folsom House, UT Extension Office, had began and was progressing.

**Commissioner Comments**

Commissioner, John Lewis, spoke concerning money and the tax dollars of Carter County.

**Motion** was made by John Lewis, seconded (with objection so noted) by Al Meehan, to have the **Finance Department, starting January, give each Commissioner a financial statement listing balance of money coming in and the money paying out, extra that what is now given. (Item #18)**

Discussion followed with Finance Director, Christa Byrd noting a detailed report is presented each month in the Commissioners Packets. Commissioners were encouraged to attend the Budget Meeting – Budget 101 class in January.

Roll Call Vote as follows (Item # 18):  
18. Vote Results for: Item No. 18  
Time of Vote: 8:12:33 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: N  
Buford Peters voted: N  
Robert Acuff voted: N  
Nancy Brown voted: Y  
Mike Hill voted: A  
Al Meehan voted: N  
Bradley Johnson voted: N  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: A  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: N  
Danny Ward voted: N  
Ross Garland voted: N  
Bobbie Gouge-Dietz was Absent  
Timothy Holdren voted: Y  
Randall Jenkins voted: N  
John Lewis voted: Y  
Larry Miller was Absent  
Sonja Culler voted: N  
Ray Lyons voted: N  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Kelly Collins voted: N  
Cody McQueen voted: N

**Failed (6 Y - 13 N - 2 A - 3 Absent)**  
**Number of Abstain Votes: 2**

**County Attorney's Report**

Joshua Hardin, County Attorney, presented the monthly report. Entered into the minutes on page 610.

**Commissioners Comments (continued)**

Commissioner, Danny Ward, requested that County Attorney investigate items of county property missing from the Animal Shelter, namely a freezer.

Mayor, Leon Humphrey responded stating the freezer was not county property. The freezer that was there, was a vendors being used to store cadavers that were for sale. The freezer was picked up by the vendor. Discussion followed concerning this issue.

Commissioner, Ray Lyons, spoke in regards to commissioners pay, or lack of pay, for meeting attendance. County Attorney, Joshua Hardin stated the Commission could set salaries for attendance by Commissioners.

**Motion** was made by Ray Lyons, seconded by Willie Campbell, to have County Commissioners setting on boards presently, that are not being compensated, be compensated, just as other boards. (Item # 19)

Discussion followed concerning the different boards and meetings attended by commissioners on the same day not being compensated for both meetings. Various amounts being paid for meetings was also discussed.

A "friendly amendment" was made by Randall Jenkins, to take matter regarding the meeting pay of Commissioners to the Rules and By-Laws Committee, and the Financial Management Committee during the January meeting. Following research and recommendation, bring information to the full Commission for consideration during the January Commission Meeting. (See Item # 19)

The "friendly amendment" was accepted by Ray Lyons.

Roll Call Vote as follows (Item # 19):

19. Vote Results for: Item No. 19

Time of Vote: 8:34:35 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Bradley Johnson voted: Y

Ronnie Trivett voted: Y

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Gouge-Dietz was Absent

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: Y

Larry Miller was Absent

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly was Absent

Robert Carroll voted: Y

Kelly Collins voted: Y

Cody McQueen voted: N

**Passed (20 Y - 1 N - 0 A - 3 Absent)**

**Number of Abstain Votes: 0**

Commissioner Mike Hill, requested more detailed information be provided in the packets prior to being presented for consideration during a Commission meeting.

Commissioner Brad Johnson, spoke that we each should think of the season we are in.

**Adjourn**

**Motion was made by Sonja Culler, seconded by many, to adjourn. Chairman, Robert Acuff, adjourned the meeting.**

**Meeting Ended at: 8:38:29 PM**

AGENDA  
CARTER COUNTY, TENNESSEE  
Board of County Commissioners  
REGULAR SESSION  
Monday, December 11<sup>th</sup> at 6:00 PM

1. Call to Order
2. Courthouse-Emergency Egress Plan
3. Roll Call-County Clerk
4. Approval of Agenda
5. Opening Prayer
6. Pledge of Allegiance
7. Recognition of Elected and Appointed Officials/Guests
8. Acceptance of Minutes from the November 20, 2017 Commission Meeting
9. Public Comments
10. Notaries and Bonds
11. Chamber of Commerce Representative from Commission
12. Mayoral Report
13. Committee Reports/Recommendations
14. County Attorney Report
15. Commission Comments
16. Adjourn
17. Merry Christmas and Happy New Year!



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DIVISION  
SUITE 600, JAMES K. POLK BUILDING  
606 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

November 17, 2017

Mayor Leon Humphrey  
Carter County  
801 E. Elk Avenue  
Elizabethton, TN 37643

RE: 15-yr Lease of State Owned Real Property @ No Cost for Public Use  
Req. No: 6359  
County: Carter  
Project No: APL-20(2)  
Tract No: Multiple

Dear Mayor Humphrey:

The Excess Land Committee recently met to discuss your request to lease State owned real property purchased for the construction of SR-67 required by the above referenced project in Carter County. Your request indicates intent to use this property for a Multi-Sport park.

The Excess Land Committee has determined that this area can be leased without compromise to the facility contingent on the County relocating the access control fence to the proposed lease line along SR-67. In addition, a survey will be required to generate an accurate legal description. Since this lease will be at no cost for public use, no money can be charged for activities or concessions on this property. Your request has been recommended for approval and will now proceed to the environmental process. Once all necessary approvals have been obtained, you will be issued a lease agreement. Please understand that you do not have authorization to use State right-of-way until the lease agreement is fully executed.

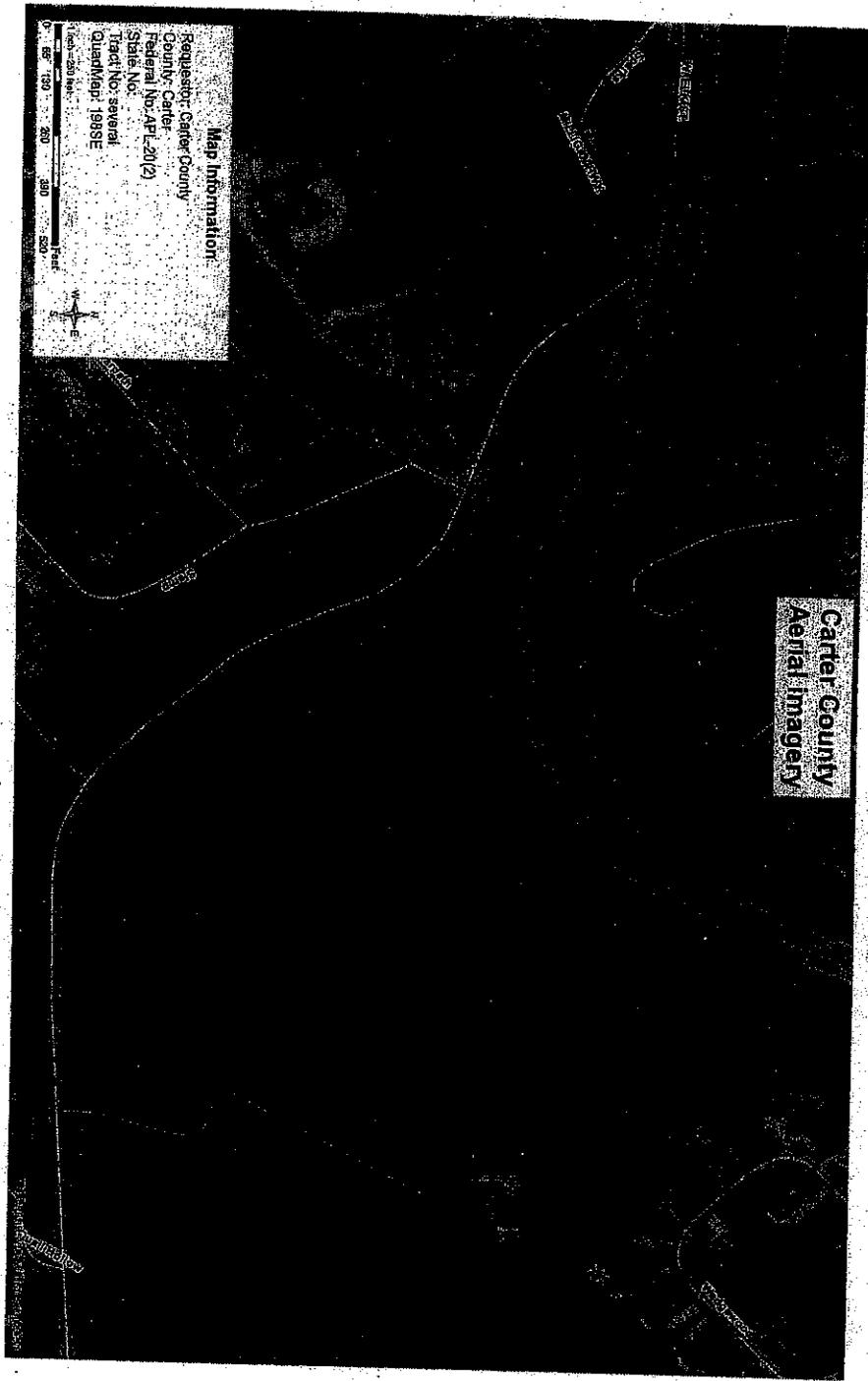
If you have any questions, please contact Tim Webster at 865-594-2465 or [tim.webster@tn.gov](mailto:tim.webster@tn.gov).

Sincerely,

Digitally signed by Brian Dickerson  
DN: cn=Brian Dickerson, o=TDOT,  
ou=ROW Division,  
email=brian.dickerson@tn.gov, c=US  
Date: 2017.11.17 08:00:47 -06'00'

Brian Dickerson, Manager of Excess Land Office  
Right-of-Way Division

cc: Mr. Steve Borden, Mr. Danny Oliver, Mr. John Barrett, Mr. Gaylon Hill, Mr. Tim Webster





## Motor Vehicle Lease Agreement Single Pay Lease



Finance

Lease Date: 11/30/2017

Call us toll free at (866) 341-5832

|   |   |
|---|---|
| <b>Lessee:</b> <u>CARTER COUNTY SHERIFFS OFFICE</u><br><b>Co-Lessee:</b> <u>N/A</u><br><b>Billing Address:</b> <u>900 E. ELK AVE</u><br><small>Address</small><br><u>ELLENBETHTON TN 37642</u><br><small>City State Zip</small>   | <b>Dealer:</b> <u>GRANTZ SCOTT KIA</u><br><b>Address:</b> <u>929 E. STONE DR</u><br><small>Address</small><br><u>ELLENBETHTON TN 37660</u><br><small>City State Zip</small> |
| <input type="checkbox"/> Check box if same as the Billing Address, above.<br><u>N/A</u><br><small>(Send Address - No P.O. Boxes)</small>  |   |
| <u>N/A</u><br><small>City State Zip County</small>  |   |
| <input type="checkbox"/> New <input type="checkbox"/> Used<br><u>2018 KIA SORENTO</u> <span style="float: right;"><u>125</u></span><br><small>Year Make Model</small><br><u>VIN: EX1R0DD36GCA15273</u><br><small>VIN</small><br><input type="checkbox"/> This vehicle's primary intended use is for a Business, Governmental or Agricultural Purpose. |   |

Lessee and Co-Lessee (you, your spouse and together the Lessee) hereby lease the Lessee Vehicle described above, including all equipment, parts and accessories, to you, your spouse and together the Lessee, for the term and conditions of the Motor Vehicle Lease Agreement. You agree to accept the terms and conditions of the Motor Vehicle Lease Agreement. You agree to pay the amount of the monthly lease payments and any other charges as stated in the amount and "due" will refer to FLETC and its agents or to any subsequent assignees.

FEDERAL CONSUMER LEASING ACT DISCLOSURES

|  |  |   |   |
|--|--|---|---|
| <b>2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY</b><br><small>(Itemized below)</small><br><b>\$ 14740.16</b>   | <b>3. SINGLE PAYMENT</b><br>A. Your Single Payment of \$ <u>14090.16</u> is due on <u>11/30/2017</u> .<br>B. The total of your Single Payments is \$ <u>14090.16</u> . | <b>4. OTHER CHARGES</b><br><small>(Not part of your Single Payment)</small><br>A. Turn-in Fee (if you do not purchase the Vehicle) ... \$ <u>400.00</u><br>B. <u>N/A</u> ... \$ <u>N/A</u><br>C. <u>N/A</u> ... \$ <u>400.00</u>                | <b>5. TOTAL OF PAYMENTS</b><br><small>(The amount you will have paid by the end of the Lease)</small><br><b>\$ 15140.16</b> |
| <b>A. Amount Due at Lease Signing or Delivery:</b>   |  | <b>B. How the Amount Due at Lease Signing or Delivery will Be Paid:</b>   |   |
| (1) Capitalized Cost Reduction ..... \$ <u>N/A</u><br>(2) Sales/Use Tax on Capitalized Cost Reduction ..... \$ <u>N/A</u><br>(3) Single Payment ..... \$ <u>14090.16</u><br>(4) Refundable Security Deposit ..... \$ <u>N/A</u><br>(5) Acquisition Fee ..... \$ <u>650.00</u><br>(6) Initial License, Title and Registration Fees ..... \$ <u>N/A</u><br>(7) Sales/Use Tax ..... \$ <u>N/A</u><br>(8) <u>N/A</u> ..... \$ <u>N/A</u><br>(9) <u>N/A</u> ..... \$ <u>N/A</u><br>(10) <u>N/A</u> ..... \$ <u>N/A</u><br>(11) TOTAL ..... \$ <u>14740.16</u> |  | (1) Net Trade-in Allowance ..... \$ <u>N/A</u><br>(2) Rebates and Non-cash Credits ..... \$ <u>6500.00</u><br>(3) Amount to be Paid in Cash ..... \$ <u>8240.16</u><br>(4) <u>N/A</u> ..... \$ <u>N/A</u><br>(5) TOTAL ..... \$ <u>14740.16</u> |   |



|   |             |
|---|-------------|
| A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 29254.96) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance) | \$ 29254.96 |
| B. Capitalized Cost Reduction. The amount of any Net Trade-in Allowance, Rebate, Noncash Credit, or Cash you pay that reduces the Gross Capitalized Cost  | \$ N/A      |
| C. Adjusted Capitalized Cost. The amount used in calculating your Base Single Payment   | \$ 29254.96 |
| D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Single Payment  | \$ 16731.90 |
| E. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term  | \$ 12523.06 |
| F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts  | \$ 1567.10  |
| G. Total of Base Single Payment. The Depreciation and any Amortized Amounts plus the Rent Charge  | \$ 14090.16 |
| H. Lease Payments. The number of payments in your Lease   | 1           |
| I. Base Single Payment  | \$ 14090.16 |
| J. Sales/Use Tax  | \$ N/A      |
| K. Other (specify): N/A   | \$ N/A      |
| L. Total Single Payment   | \$ 14090.16 |

**EARLY TERMINATION.** You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the Lease, the greater the charge is likely to be.

You may be charged for excess wear based on our standards for normal use and for mileage in excess of 15000 miles per year (prorated based on the number of months in the Lease Term) at the rate of 20¢ per mile. No rebate or credit will be paid to you if the mileage is less than the specified amount.

If this box is checked, the mileage above includes N/A miles over the lease term purchased at N/A¢ per mile, which is included in your Single Payment.

You have an option to purchase this vehicle for \$300.00. **HEREBY,** from each month beginning on the date of the first payment on line 2D above ("Purchase Price") plus a Purchase Option Fee of \$300.00. You are also responsible for any official fees, such as those for taxes, tags, license and registration. Please see Section 2a of this Lease for additional terms and conditions.

See the entirety of this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.  
 AK, OR, and SD Notice: If this Lease is for a consumer purpose, then this lease is CONSUMER PAPER.

|  |             |
|--|-------------|
| A. Agreed Upon Value of Vehicle              | \$ 29254.96 |
| B. Sales/Use Tax                             | \$ N/A      |
| C. License, Title and Registration Fees      | \$ N/A      |
| D. Outstanding Prior Credit or Lease Balance | \$ N/A      |
| E. Dealer Documentation/Service Fee          | \$ N/A      |
| F. Optional Excess Wear & Use Waiver         | \$ N/A      |
| G. Optional Vehicle Service Contract         | \$ N/A      |
| H. N/A                                       | \$ N/A      |
| I. N/A                                       | \$ N/A      |
| J. Acquisition Fee                           | \$ N/A      |
| K. Total = Gross Capitalized Cost            | \$ 29254.96 |

The Lease Term is 24 months ("Lease Term").  
 The Scheduled Maturity Date of this Lease is 11/30/2019.

\* NOTICE TO MISSISSIPPI LESSEES: A DOCUMENT SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

[This area intentionally left blank.]

If the price of any products and/or services you bought is not part of the itemization of the Gross Capitalized Cost, you will pay for them upon Lease signing or delivery. We may receive a portion of the price of any optional products and/or services you buy.

|   |          |                   |  |          |                   |
|---|----------|-------------------|--|----------|-------------------|
| <input type="checkbox"/> Optional Mechanical Breakdown Protection or Vehicle Service Contract | N/A      | Premium or Charge | <input type="checkbox"/> Optional Excess Wear & Use Waiver | N/A      | Premium or Charge |
| N/A   | Provider | N/A               | N/A  | Provider | N/A               |
|   | Term     | Lessee Initials   |  | Term     | Lessee Initials   |
| <input type="checkbox"/> Other  | N/A      | Premium or Charge | <input type="checkbox"/> Other                             | N/A      | Premium or Charge |
| N/A   | Provider | N/A               | N/A  | Provider | N/A               |
|   | Term     | Lessee Initials   |  | Term     | Lessee Initials   |
| <input type="checkbox"/> Other  | N/A      | Premium or Charge | <input type="checkbox"/> Other                             | N/A      | Premium or Charge |
| N/A   | Provider | N/A               | N/A  | Provider | N/A               |
|   | Term     | Lessee Initials   |  | Term     | Lessee Initials   |

The total estimated amount you will pay for official and license fees, registration, title and taxes (including personal property taxes) over the Lease Term, whether included with your Single Payment or assessed otherwise, is \$ N/A. The actual total of fees and taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

If the Vehicle is new, the Vehicle is covered by the manufacturer's standard new car warranty. If the Vehicle is not new, there is no express warranty on the Vehicle unless indicated below:

- Used vehicle limited warranty provided by the manufacturer.
- Remainder of standard new vehicle limited warranty provided by the manufacturer.

**LESSOR LEASES THE VEHICLE TO YOU "AS IS," EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.** If this Lease is entered into in Kansas, Maine, Massachusetts, Mississippi, Vermont (if the Vehicle is new) or West Virginia, Lessor does not disclaim any implied warranty of merchantability or fitness for any particular purpose.

You must maintain the insurance coverage described in Section 20A of this Lease. You affirm that the following insurance coverage is in force as of the Lease Date:

Insurance Provider: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_ Agent's Address: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_ Agent's Phone Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Initials of Dealer Employee who verified insurance coverage X \_\_\_\_\_

You must instruct your insurance agent to add as an additional loss payee, and send the Insurance Policy, Endorsement or Certificate to:

Hyundai Lease Trust  
 PO Box 20809  
 Fountain Valley, CA 92728-0809

**NOTICE TO MICHIGAN LESSEES:** The Adjusted Lease Balance upon Early Termination may be different than the actual cash value of the Vehicle as determined by your automobile insurer. Unless we agree to waive your liability upon a total loss of the Vehicle (see Section 25B), then you will be responsible for the difference between the Adjusted Lease Balance and the Vehicle's actual cash value as determined by the insurer.

Lessee's Initials N/A / Co-Lessee's Initials N/A

**NOTICE TO FLORIDA LESSEES:** The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Sections 324.021(7) and 627.736, Florida Statutes.

Any change to this Lease must be in writing and signed by both parties. This Lease is being offered by use by phone and confirmed by electronic signature. Your signature upon written notice to you of the proposed lease terms shall constitute your acceptance of the lease and you will not have 48 hours to object within 48 days after we send you a printed copy of this lease. No other changes and bring.

Lessee Signature X BY: \_\_\_\_\_ Co-Lessee Signature X N/A \_\_\_\_\_

**13. NOTICES AND SIGNATURES**

BY SIGNING BELOW YOU AGREE THAT YOU MAY BE CONTACTED BY THE LESSOR OR ITS AGENTS IN CONNECTION WITH ATTEMPTING TO COLLECT AMOUNTS OWED UNDER THIS LEASE, ENFORCING THIS LEASE OR SELECTING YOU TO RECEIVE MARKETING SOLICITATIONS FOR FUTURE RETAIL FINANCING OR LEASE PROGRAMS.

**NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.**

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE LEASE AND YOU AGREE TO ALL OF THE PROVISIONS OF THIS LEASE. (3) YOU HAVE RECEIVED A COMPLETELY FILLED IN COPY OF THIS LEASE AND TO THIS LEASE AND YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE SET FORTH IN THIS LEASE.

**A. INDIVIDUAL LESSEE SIGNATURE(S)**

Lessee Signature X N/A \_\_\_\_\_ Co-Lessee Signature X N/A \_\_\_\_\_  
Name: N/A \_\_\_\_\_ Name: N/A \_\_\_\_\_

**B. BUSINESS LESSEE SIGNATURE** CARTER COUNTY SHERIFFS OFFICE

Signature X BY: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

**C. LESSOR SIGNATURE AND ASSIGNMENT** The authorized signature of the Lessor below has the effect of (i) accepting the terms and conditions of this Lease; (ii) acknowledging verification of the Lessee's name and coverage required by the Lease; and (iii) assignment to Hyundai Lease Finance, Inc. ("HFL") of all rights, title and interest in and to this Lease, the proceeds of this Lease, and the vehicle described in the Lease, Lease Sale Agreement between Hyundai Capital America and the Lessee.

Authorized Signature X \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

By signing this Lease, you agree that you have read all 8 pages of this entire Lease. See additional pages for additional lease terms.





**A. EARLY TERMINATION.** This Lease will be considered terminated or ended early (also called "Early Termination") if you terminate this Lease before the Scheduled Maturity Date.

**B. LESSEE'S RIGHT TO TERMINATE EARLY.** You may terminate this Lease early by notifying us, returning the Vehicle, and paying the Early Termination Liability set forth in Section 22D.

**C. LESSOR'S RIGHT TO TERMINATE EARLY.** We may terminate this Lease early if you are in Default (see Section 22C). If we terminate this Lease early, you will owe the Early Termination Liability set forth in Section 22D.

**D. EARLY TERMINATION LIABILITY OR CREDIT.** If the Lease terminates early, you agree to pay the sum of items (1) through (4) as follows: (1) a Default Fee equal to the Turn-In Fee and disclosed in Section 1A of this Lease or, if we repossess the Vehicle, the cost of disposition of the Vehicle; (2) the amount of any late charges, penalties, charges, or fees assessed for sale and sale of the Vehicle, including transportation and reconditioning; (3) an early termination charge, plus (4) any other amounts assessed under this Lease, except excess wear and mileage, plus (4) an early termination charge equal to the amount by which the Adjusted Lease Balance exceeds the Vehicle's Realized Value at Termination.

If Early Termination occurs, and the Realized Value exceeds the Adjusted Lease Balance, you agree to pay the sum of items (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the lesser of: (a) the amount by which the Realized Value exceeds the Adjusted Lease Balance, or (b) the amount of the Single Payment divided by the Lease Term times the number of whole months remaining until scheduled termination. Any amount by which the Single Pay Termination Credit exceeds the sum of items (1) through (3) above will be refunded to you. If the sum of items (1) through (3) above exceeds the Single Pay Termination Credit, you will owe the difference.

**E. ADJUSTED LEASE BALANCE.** The Adjusted Lease Balance at a given time is determined by adding to the Lease Balance, Subject to Rent Charges and Rent Charges accrued as of the month of calculation. The Rent Charges accrue at a constant rate which, compounded monthly and added to the initial balance, Subject to Rent Charges, will cause the resulting Adjusted Lease Balance to increase to the Residual Value over the term of the Lease. The Initial Balance Subject to Lease Charges is the Adjusted Lease Balance at the time of the first payment excluding taxes.

**F. REALIZED VALUE.** If you obtain an independent appraisal (see below), the Realized Value is the appraised amount of the Vehicle less Total Loss. The Realized Value is the amount of any insurance proceeds we receive under your insurance plus any amount received from any other party in payment of the loss. If there is no payment, the Realized Value is zero. In all other cases, the Vehicle's Realized Value will be, at our option: (1) the gross wholesale sales price we receive for the Vehicle at disposition; (2) the fair wholesale market value of the Vehicle at the time of disposition; or (3) any amount you and we agree to in writing at the time of termination.

**G. INDEPENDENT APPRAISAL.** You may obtain a fair market value appraisal by an independent third party, agreed to by you and us, of the value that could be realized at sale of the Vehicle at wholesale. The appraisal amount shall be final and binding.

**A. PURCHASE OPTION AT MATURITY.** At the Scheduled Maturity Date, you may purchase the Vehicle under the terms and conditions of the amount set forth in Section 2. If you are not in Default, in Section B, except that the Purchase Price will be the Adjusted Lease Balance at the time of purchase plus the amount of any taxes and fees assessed under the terms and conditions of this Lease.

**B. PURCHASE OPTION BEFORE MATURITY.** You have an option to purchase the Vehicle any time before the Scheduled Maturity Date if you are not in Default, under the terms and conditions of Section B, except that the Purchase Price will be the Adjusted Lease Balance at the time of purchase plus the amount of any taxes and fees assessed under the terms and conditions of this Lease.

**C. ADDITIONAL PURCHASE OPTION CONDITIONS.** You may not exercise this option if you are in Default, or if you are in a state that requires a seller to have a certain number of days to disclose information to a buyer. If you are in such a state, you must provide a written disclosure to the buyer. If you reside in a state that requires a seller to have a certain number of days to disclose information to a buyer, you must provide a written disclosure to the buyer. If you are in such a state, you must provide a written disclosure to the buyer. If you are in such a state, you must provide a written disclosure to the buyer.

**D. VEHICLE RETURN.** Unless you purchase the Vehicle, you must return the Vehicle to us at the time and place we specify at your expense, upon termination of this Lease (whether early or at the Scheduled Maturity Date). At that time you must give us a completed, signed odometer disclosure statement (see Section 23C), and a vehicle condition report (see Section 23D). You must also pay us any amounts you owe under this Lease. If you fail to return the Vehicle to us as required above, you will owe the Single Payment divided by the number of months in the Lease Term, plus any applicable taxes, for each month or fraction thereof until the Vehicle is returned. Your payment does not allow you to keep the Vehicle unless we expressly agree to extend the Lease Term.

**A. SCHEDULED TERMINATION.** At the Scheduled Maturity Date, you must return the Vehicle to us in the same condition as when delivered to you, except for reasonable wear. If you do not purchase the Vehicle, we will charge you for excess wear and tear. Excess wear and tear is defined as any damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease. Excess wear and tear includes, but is not limited to, the following: (1) mechanical or electrical parts, including major services, repairs, and parts; (2) dents, scratches, or other damage to the body or other part of the Vehicle; (3) mismatched, peeling, or faded paint; (4) cracked, scratched, or otherwise damaged glass, including windows, mirrors, or windshield; (5) missing, damaged, or otherwise altered trim, including door handles, moldings, or weatherstripping; (6) missing, damaged, or otherwise altered interior components, including seats, seat belts, headrests, floor mats, or carpeting; (7) any other damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease.

**B. STANDARDS FOR WEAR AND USE.** When returned to us, the Vehicle must be in the same condition as when delivered to you, except for reasonable wear. If you do not purchase the Vehicle, we will charge you for excess wear and tear. Excess wear and tear is defined as any damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease. Excess wear and tear includes, but is not limited to, the following: (1) mechanical or electrical parts, including major services, repairs, and parts; (2) dents, scratches, or other damage to the body or other part of the Vehicle; (3) mismatched, peeling, or faded paint; (4) cracked, scratched, or otherwise damaged glass, including windows, mirrors, or windshield; (5) missing, damaged, or otherwise altered trim, including door handles, moldings, or weatherstripping; (6) missing, damaged, or otherwise altered interior components, including seats, seat belts, headrests, floor mats, or carpeting; (7) any other damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease.

Excess wear and tear includes, but is not limited to, the following: (1) mechanical or electrical parts, including major services, repairs, and parts; (2) dents, scratches, or other damage to the body or other part of the Vehicle; (3) mismatched, peeling, or faded paint; (4) cracked, scratched, or otherwise damaged glass, including windows, mirrors, or windshield; (5) missing, damaged, or otherwise altered trim, including door handles, moldings, or weatherstripping; (6) missing, damaged, or otherwise altered interior components, including seats, seat belts, headrests, floor mats, or carpeting; (7) any other damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease.

(1) mechanical or electrical parts, including major services, repairs, and parts;

(2) dents, scratches, or other damage to the body or other part of the Vehicle;

(3) mismatched, peeling, or faded paint;

(4) cracked, scratched, or otherwise damaged glass, including windows, mirrors, or windshield;

(5) missing, damaged, or otherwise altered trim, including door handles, moldings, or weatherstripping;

(6) missing, damaged, or otherwise altered interior components, including seats, seat belts, headrests, floor mats, or carpeting;

(7) any other damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease.

Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease. Excess wear and tear does not include damage to the Vehicle that is caused by normal use and is covered by the terms of this Lease.

(8) missing, damaged, or otherwise altered interior components, including seats, seat belts, headrests, floor mats, or carpeting;

(9) any other damage to the Vehicle that is not caused by normal use and is not covered by the terms of this Lease;

(10) any other wear beyond normal wear or that renders the Vehicle unsafe or incapable of passing any required inspection.

If the odometer was tampered with or otherwise does not work correctly, and you cannot prove the mileage shown on the odometer, you agree to pay the greater of three percent (3%) of the Residual Value or the amount we estimate the Vehicle's fair market value has been reduced by reason of additional miles not reflected on the odometer. We reserve the right to determine the Vehicle's actual mileage, or both.

- A. TOTAL LOSS OR DESTRUCTION OF VEHICLE.** If the Vehicle is lost, stolen, destroyed, or damaged beyond repair (collectively a "Total Loss"), this Lease will terminate and you will owe the Early Termination Liability in Section 2.11, plus the Depreciation Fee.
- B. GAP WAIVER.** Except as otherwise provided, if the Vehicle is a Total Loss and you maintained the insurance required by this Lease, we will waive the early termination charge (Item 5) of your Early Termination Liability in Section 2.11 when we receive your insurance proceeds for the Vehicle's actual cash value. You must report the Total Loss to us promptly, pay your insurance deductible and comply with all other terms of this Lease. There is no charge to you for this waiver. Exceptions: This waiver does not apply if:
- (1) The Vehicle was stolen and no police report was filed;
  - (2) The Total Loss occurred while the Vehicle was not within the United States of America, its territories or possessions, or Canada, regardless of whether we consented;
  - (3) The Total Loss resulted from your intentional, malicious, willful act or omission, or gross negligence;
  - (4) There is a Default under this Lease which caused or contributed to the Total Loss; or
  - (5) You fail to timely provide us or our designee with any information or documents reasonably requested in connection with the Total Loss, including a police report and insurance information.
- C. DEFAULT.** You will be in default ("Default") if any of the following occurs:
- (1) You do not pay any amount when due (or within any grace period the law allows) or any other amount owed when we ask you to pay it;
  - (2) Any information in your credit application or that of a guarantor of this Lease is false or misleading;
  - (3) You fail to maintain required insurance;
  - (4) The Vehicle is subject to a court-ordered or registered order of attachment, impoundment, seizure, forfeiture or other involuntary transfer by a government entity or legal process;
  - (5) You die, are declared incompetent or legally incapacitated and there is no surviving lessee, you become insolvent, file a bankruptcy petition, have a bankruptcy petition filed against you or you dissolve or cease business activities, or make an assignment for the benefit of creditors;
  - (6) You fail to return the Vehicle to us at the time and place we specify;
  - (7) The Vehicle is used in any race, speed contest or other activities, or any other illegal manner, with or without your knowledge or consent;
  - (8) The Vehicle is used for a commercial purpose, including, but not limited to, as a rental, tax, limousine or shuttle service;
  - (9) The Vehicle is regularly used by anyone who is not a Lessee under this Lease, unless you have obtained our prior written consent;
  - (10) Your driver's license expires or is suspended, revoked, annulled, or otherwise rendered invalid, or you become ineligible to obtain a driver's license;
  - (11) You break any other promise or fail to meet any other obligation under the Lease or in any other agreement, agreement or document;
  - (12) Anything else happens that adversely affects our interest in the Vehicle or your ability to comply with the terms of this Lease; or
  - (13) You do anything the law says is a default.
- D. REMEDIES FOR DEFAULT.** If you are in Default, after waiting any time the law requires, we may take any one or more of the following actions, to the extent not prohibited by state law:
- (1) Terminate this Lease and/or your right to use the Vehicle and require you to pay the amount due at early termination;
  - (2) Take (repossess) the Vehicle without notice unless otherwise required by law. If the Vehicle is equipped with a tracking device, you understand and agree that we may use the device to find the Vehicle and exercise our right to take possession. We may have any personal property items in or on the Vehicle, which we take to. We will hold the personal property for you for ten (10) days, but we will neither be responsible for safeguarding such property nor be required to notify you about it, unless otherwise required by law. If you do not pick up the property within that time, we may dispose of it in any way we determine;
  - (3) Charge and collect from you all out-of-pocket expenses we reasonably incur in connection with our attempts to collect what you owe or enforce our rights under this Lease, including, but not limited to, attorneys' fees for attorneys who are not our employees, court costs, skip-tracing, repossession efforts, transportation and storage of the Vehicle, except as limited by applicable law;
  - (4) Take any reasonable action to correct the Default or to protect our interest in the Vehicle (for example, buying insurance or removing you from this Lease). You agree to reimburse us for any amounts we pay to correct or cover your Default;
  - (5) Require you to return the Vehicle and any related records or make them available to us in a reasonable manner;
  - (6) Make a claim for or cancel any and all insurance and optional products and services included with this Lease that may be available on your Default or on the termination of the Lease and apply any amount received to the amount you owe; and
  - (7) Use any remedy we have at law or in equity.

**NOTICE TO COLORADO LESSEES, IN EVENT OF TOLL VIOLATIONS.** Pursuant to the requirements of Colorado Revised Statutes § 43-4-608(2)(f)(i)(B), you will be liable for payment of all toll evasion violation civil penalties incurred on or after the date you take possession of the motor vehicle. The Lessor will provide your name, address and state driver's license number to the proper authorities when a toll evasion violation civil penalty is incurred during the term of this Lease.

- A. PAYMENTS.** All payments due under this Lease must be made in good faith in the United States, by check, money order, cashier's check, electronic funds transfer, or as otherwise specified by Assignee.
- B. INDEMNIFICATION.** You agree to indemnify and hold us and our assignees, agents and insurers harmless from all claims, demands, losses and expenses (including reasonable attorneys' fees to the extent not prohibited by law) arising from the Vehicle's use, condition or operation, including claims based on strict liability.
- C. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** This lease may contain charges for optional insurance, service contract or other contracts for products you purchased in connection with this Lease. You agree that we can claim benefits under such contracts. Unless prohibited by law, we may upon your default or termination of this Lease, cancel any such contracts to obtain refunds of unearned charges or premiums. You authorize us to subtract any refund we receive on your default for any such contracts that are canceled from the amount you owe under this Lease. If you receive a refund for any cancelled optional product contract, you must pay the entire amount of the refund to us.
- D. ODOMETER STATEMENT.** You agree to maintain the Vehicle's odometer so that it is always accurate. If the odometer at any time malfunctions, you will provide us with reasonable evidence of the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease. Notice: Federal law requires you to give us a statement of the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.
- E. ASSIGNEE LIABILITY.** Except as limited by applicable law, you agree not to assert against any Assignee of this Lease, or its agents, any claims or defenses you may have against the Lessor from whom you originally leased the Vehicle.
- F. OWNERSHIP.** We own the Vehicle solely, including all original and aftermarket accessories installed on the Vehicle. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have not given you any tax advice regarding this Lease.
- G. SECURITY INTEREST.** You grant us a security interest to the extent permitted by state law, in the property listed below to secure performance of your obligations under this Lease: (1) in loss proceeds of any insurances which you maintain with respect to the Vehicle; (2) in the proceeds of any mechanical breakdown protection contract, service contract, access wear and use waiver or other optional insurance or other product purchased with this Lease; and (3) any unearned premiums or refunds of any of the foregoing.
- H. WAIVER.** We do not waive our rights or remedies under this lease by delaying or failing to exercise them at any time of non-compliance or late or partial payments under this Lease will not constitute a waiver of our right to receive timely payment in full or of any other rights.
- I. JOINT LIABILITY.** Lessee and any Co-Lessee are jointly and severally liable under this Lease. Our release, waiver or delay in the enforcement of our rights as to one Lessee shall not affect our rights as to the other Lessee signing this Lease.
- J. ADDRESS CHANGES AND NOTICES.** We will send notices (including any default and repossession notices) and correspondence to you at the Billing Address. If the Billing Address or the Mailing Address changes or is incorrect, you agree to notify us of the correct or new address within 15 days after the change. If you move and fail to notify us of your new address and we receive a forwarding address for you from the United States Postal Service, we will update your Billing Address to that forwarding address. If we are required to send you any notices, you agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period.

**SERVICING AND COLLECTION CALLS.** You agree that we, our agents and/or others we retain may use an automatic telephone dialing system or artificial or prerecorded voice to call you on your cellular telephone or landline service for which you are charged for the call (including sending voicemail messages, text messages and e-mails unless prohibited by law). This agreement does not restrict you from contacting us using any other means allowed by law.

**LIMITED POWER OF ATTORNEY.** You appoint us or our agent as your attorney-in-fact to do the following: (1) settle any insurance claim related to the Vehicle; (2) endorse your name on any check or draft we receive for damage or loss of the Vehicle; and (3) to sign your name to any bill, statement or other document related to the Vehicle, for example, state motor vehicle department applications and documents. This power of attorney is coupled with an interest in the Vehicle and is not revocable.

**ADDITIONAL INFORMATION AND DOCUMENTS.** During the term of this Lease, you agree to provide us with additional documents and information we may reasonably request to verify any information provided in connection with your credit lease application or your compliance with this Lease. You also agree to sign additional documents we reasonably request to carry out the terms of this Lease, including, but not limited to, motor vehicles department forms and applications.

**OUR ASSIGNMENT OF THIS LEASE.** We may assign some or all of our rights and obligations under this Lease at any time to anyone, including the HLT, without your consent. Our assignment of this Lease will not affect your rights or obligation under this Lease. Dealer and its employees are not agents or Assignees of Kia Motors Finance and have no authority to obligate either of them. Kia Motors Finance, as the agent for the HLT, has the power to act on the HLT's behalf to administer, enforce and defend this Lease. You agree to pay all amounts owed under this Lease to Kia Motors Finance, or as otherwise directed by us. As part of a like-kind exchange program, the Assignee has engaged HCA Exchange, Inc., as a qualified intermediary. Dealer is hereby notified that Assignee has assigned to HCA Exchange, Inc., its rights (but not its obligations) in the agreement for the purchase of the Vehicle. If Lessee purchases the Vehicle, Lessee is hereby notified that the Assignee has engaged HCA Exchange, Inc., as a qualified intermediary and has assigned to HCA Exchange, Inc., its rights (but not its obligations) in the agreement for the sale of the Vehicle.

**ENFORCEABILITY.** If any provision of this Lease is found unenforceable, void, illegal or otherwise against applicable law, the remaining provisions of this Lease will remain in full force and effect.

**ENTIRE AGREEMENT. Important. Read before signing.** The terms of this Lease should be read carefully because only those terms in writing are enforceable. No terms or oral promises not contained in this Lease may be legally enforced. This Lease is a final expression of the lease agreement between you and us. This Lease may not be contradicted by evidence of any prior oral lease agreement or a contemporaneous oral lease agreement between you and us.

**GOVERNING LAW.** This Lease will be governed and enforced by federal law and the internal laws of the state in which the Dealer is located.

**NOTICE TO UTAH LESSEES:** As required by Utah law, you are hereby notified that a negative credit report relating to your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**CLASS ACTION WAIVER: YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS LEASE.**





**Motor Vehicle Lease Agreement  
Single Pay Lease**



**Finance**

Lease Date: 11/30/2017

Call us toll free at (866) 344-6632

**PART I: PARTIES AND VEHICLE DESCRIPTIONS**

|   |  |
|---|--|
| Lessee: <u>CARTER COUNTY SHERIFF OFFICE</u><br>Co-Lessee: <u>N/A</u><br>Billing Address: <u>900 E. ELK AVE</u><br>Address: <u>ELIZABETHTON TN 37643</u><br>City: <u>ELIZABETHTON</u> State: <u>TN</u> Zip: <u>37643</u> | Dealer: <u>CHANTZ SCOTT KIA</u><br>Address: <u>929 E STONE DR</u><br>Address: <u>KINGSFORD TN 37660</u><br>City: <u>KINGSFORD</u> State: <u>TN</u> Zip: <u>37660</u>   |
| <input type="checkbox"/> Check box if same as the Billing Address, above.<br>N/A<br>(Street Address - No P.O. Boxes)<br>N/A<br>City: _____ State: _____ Zip: _____ County: _____  | <input checked="" type="checkbox"/> New <input type="checkbox"/> Used<br>2018 KIA SORENTO<br>Year: _____ Mileage: _____ Odometer: <u>125</u><br>VIN: <u>5XNDGDA33JG410300</u><br><input checked="" type="checkbox"/> If checked, the vehicle's primary intended use is for a Business, Commercial or Agricultural purpose. |

Lessee and Co-Lessee ("you" "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we" "us" and "our" according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable for all lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Filing Trust ("HLFT") and the terms "Assigned," "we," "us" and "our" will refer to HLFT and its agents or to any subsequent assignees.

Year: N/A Make: N/A Model: N/A

**FEDERAL CONSUMER LEASING ACT DISCLOSURES**

|   |   |  |  |
|---|---|--|--|
| <b>2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY</b><br>(Itemized below)<br>\$ <u>14740.16</u> | <b>3. SINGLE PAYMENT</b><br>A. Your Single Payment of \$ <u>14090.16</u> is due on <u>11/30/2017</u><br>B. The Total of your Single Payment is \$ <u>14090.16</u> | <b>4. OTHER CHARGES</b><br>(Not part of your Single Payment)<br>A. Turn-in Fee (if you do not purchase the Vehicle) ... \$ <u>400.00</u><br>B. <u>N/A</u> \$ <u>N/A</u><br>C. Total ... \$ <u>400.00</u> | <b>5. TOTAL OF PAYMENTS</b><br>(The amount you will have paid by the end of the Lease)<br>\$ <u>15140.16</u> |
|---|---|--|--|

|  |  |
|--|--|
| <b>A. Amount Due at Lease Signing or Delivery:</b><br>(1) Capitalized Cost Reduction ..... \$ <u>N/A</u><br>(2) Sales/Use Tax on Capitalized Cost Reduction ..... \$ <u>N/A</u><br>(3) Single Payment ..... \$ <u>14090.16</u><br>(4) Refundable Security Deposit ..... \$ <u>N/A</u><br>(5) Acquisition Fee ..... \$ <u>650.00</u><br>(6) Initial License, Title and Registration Fees ..... \$ <u>N/A</u><br>(7) Sales/Use Tax ..... \$ <u>N/A</u><br>(8) <u>N/A</u> ..... \$ <u>N/A</u><br>(9) <u>N/A</u> ..... \$ <u>N/A</u><br>(10) <u>N/A</u> ..... \$ <u>N/A</u><br>(11) TOTAL ..... \$ <u>14740.16</u> | <b>B. How the Amount Due at Lease Signing or Delivery will Be Paid:</b><br>(1) Net Trade-in Allowance ..... \$ <u>N/A</u><br>(2) Rebates and Noncash Credits ..... \$ <u>650.00</u><br>(3) Amount to Be Paid in Cash ..... \$ <u>8240.16</u><br>(4) <u>N/A</u> ..... \$ <u>N/A</u><br>(5) TOTAL ..... \$ <u>14740.16</u> |
|--|--|



DECEMBER TERM 2017

|  |             |
|--|-------------|
| A. Gross Capitalized Cost: The agreed upon value of the Vehicle (\$ <u>29254.96</u> ) and any terms you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balances) | \$ 29254.96 |
| B. Capitalized Cost Reduction: The amount of any Net Trade-in Allowance, Rebate, Noncash Credit, or Cash you pay that reduces the Gross Capitalized Cost   | \$ N/A      |
| C. Adjusted Capitalized Cost: The amount used in calculating your Base Single Payment  | \$ 29254.96 |
| D. Residual Value: The value of the Vehicle at the end of the Lease used in calculating your Base Single Payment   | \$ 16731.96 |
| E. Depreciation and any Amortized Amounts: The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term   | \$ 12523.00 |
| F. Rent Charge: The amount charged in addition to the Depreciation and any Amortized Amounts   | \$ 1657.19  |
| G. Total of Base Single Payment: The Depreciation and any Amortized Amounts plus the Rent Charge   | \$ 14090.19 |
| H. Lease Payments: The number of payments in your Lease  | 1           |
| I. Base Single Payment   | \$ 14090.19 |
| J. Sales/Use Tax   | \$ N/A      |
| K. Other (specify): <u>N/A</u>   | \$ N/A      |
| L. Total Single Payment  | \$ 14090.19 |

**EARLY TERMINATION.** You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated, the earlier you end the Lease, the greater the charge is likely to be.

You may be charged for excess wear based on our standards for normal use and for mileage in excess of 15000 miles per year (prorated based on the number of months in the Lease Term) at the rate of 20¢ per mile. No rebate or credit will be paid to you if the mileage is less than the specified amount.

If this box is checked, the mileage above includes N/A miles over the Lease Term purchased at N/A¢ per mile, which is included in your Single Payment.

You have an option to purchase the vehicle at the end of the Lease Term AS IS, WHERE IS, from a party we determine to be a Best Offer, plus on-line 7D above ("Purchase Price") plus a Purchase Option Fee of 300.00. You are also responsible for any obligations, such as those for taxes, tags, license and registration. Please see Section 23 of this Lease for additional terms and conditions.

See the entirety of this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.  
 AK, OR and SD Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PARER.

|  |             |
|--|-------------|
| A. Agreed Upon Value of Vehicle              | \$ 29254.96 |
| B. Sales/Use Tax                             | \$ N/A      |
| C. License, Title and Registration Fees      | \$ N/A      |
| D. Outstanding Prior Credit or Lease Balance | \$ N/A      |
| E. Dealer Documentation/Service Fee*         | \$ N/A      |
| F. Optional Excess Wear & Use Waiver         | \$ N/A      |
| G. Optional Vehicle Service Contract         | \$ N/A      |
| H. <u>N/A</u>                                | \$ N/A      |
| I. <u>N/A</u>                                | \$ N/A      |
| J. Acquisition Fee                           | \$ N/A      |
| K. Total = Gross Capitalized Cost            | \$ 29254.96 |

The Lease Term is 24 months (Lease Term)  
 The Scheduled Maturity Date of this Lease is: 11/30/2019

[This area intentionally left blank]

\* NOTICE TO MISSISSIPPI LESSEES: A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

DECEMBER TERM 2017

If the price of any optional product is not included in the price of the vehicle, you will pay for that product separately when you buy it.

**Optional Mechanical Breakdown Protection or Vehicle Service Contract** N/A  **Optional Excess Wear & Use Waiver** N/A

N/A Provider N/A Term N/A Lease Inmate N/A

**Other** N/A  **Other** N/A

N/A Provider N/A Term N/A Lease Inmate N/A

**Other** N/A  **Other** N/A

N/A Provider N/A Term N/A Lease Inmate N/A

The total estimated amount you will pay for optional equipment, registration, title and taxes (including personal property taxes) over the Lease term, whether included with your Single Payment or assessed otherwise, is \$ N/A. The actual total of fees and taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the vehicle at the time a fee or tax is assessed.

If the Vehicle is new, the vehicle is covered by the manufacturer's standard new car warranty. If the Vehicle is not new, there is no express warranty on the Vehicle unless indicated below.

Used vehicle limited warranty provided by the manufacturer.

Remainder of standard new vehicle limited warranty provided by the manufacturer.

**LESSOR LEASES THE VEHICLE TO YOU "AS IS" EXCEPT AS PROVIDED IN THIS LEASE AND UNLESS PROHIBITED BY LAW, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE, FOR ANY OR BE PARTS OR ACCESSORIES, CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.** This Lease is entered into in the States of Maine, Massachusetts, Mississippi, Vermont if the Vehicle is new, or West Virginia, Lessee does not disclaim any implied warranty of merchantability or fitness for any particular purpose.

You must maintain the insurance coverage described in Section 2DA of this Lease. You affirm that the following insurance coverage is in force as of the Lease Date:

Insurance Provider: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Agent's Address: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Agent's Phone Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Initial of Dealer Employee who verified insurance coverage: X

You must instruct your insurance agent to add as an additional loss payee, and send the insurance policy, endorsement or Certificate to:

Hyundai Lease Billing Trust  
 PO Box 20809  
 Fountain Valley, CA 92728-0809

**NOTICE TO MICHIGAN LESSEES:** The Adjusted Lease Balance upon Early Termination may be different than the actual cash value of the Vehicle as determined by your insurance carrier. If your liability upon a total loss of the Vehicle (see Section 2AB), then you will be responsible for the difference between the Adjusted Lease Balance and the Vehicle's actual cash value as determined by the insurer.

Lessee's Initials N/A / CO-Lessee's Initials N/A

**NOTICE TO FLORIDA LESSEES:** The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Sections 624.021(7) and 627.746, Florida Statutes.

DECEMBER TERM 2017

Any change to this lease must be in writing signed by us by phone and confirmed by us in writing unless your signature upon written notice is given to us without objection within 10 days after we send you a final copy of the lease. Changes are binding on you only if they are made in writing and signed by us. Changes are binding on you only if they are made in writing and signed by us. Changes are binding on you only if they are made in writing and signed by us.

Lessee Signature X BY: CARTER COUNTY SHERIFF OFFICE Co-Lessee Signature X N/A

16. NOTICES AND SIGNATURES

BY SIGNING BELOW YOU AGREE THAT YOU WILL NOT ATTEMPT TO COLLECT AMOUNTS OWED UNDER THIS LEASE OR CONTACT ANY OTHER CONSUMER REPORT AGENCY IN CONNECTION WITH ATTEMPTING TO COLLECT AMOUNTS OWED UNDER THIS LEASE OR SELECTING YOU TO RECEIVE MARKETING SOLICITATIONS FOR FUTURE RETAIL FINANCING OR LEASE PROGRAMS.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT (1) YOU HAVE READ THE ENTIRE LEASE, (2) YOU AGREE TO ALL OF THE PROVISIONS OF THIS LEASE, (3) YOU HAVE RECEIVED A COMPLETELY FILLED IN COPY OF THIS LEASE AND YOU AGREE TO A LEASE AND YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE SET FORTH IN THIS LEASE.

A. INDIVIDUAL LESSEE SIGNATURE(S)

Lessee Signature: X N/A Co-Lessee Signature: X N/A  
Name: N/A Name: N/A

B. BUSINESS LESSEE SIGNATURE CARTER COUNTY SHERIFF OFFICE

Signature: X BY: Name: Title:

C. LESSOR SIGNATURE AND ASSIGNMENT. The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease, (2) acknowledging verification of the Lessee's insurance coverage required by this Lease and (3) assigning to Hyundai Lease Finance Trust, P.O. Box 20822, Fountain Valley, CA 92728-0822 or its successors and assigns all of the right, title and interest in this Lease, the proceeds of this lease and the vehicle, according to the terms and conditions of the Dealer Lease Sales Agreement between Hyundai Capital America and the Lessor.

Authorized Signature: X Name: Title:

By signing this Lease, you agree that you have read all 8 pages of this entire Lease. See additional pages for additional lease terms.





**A. EARLY TERMINATION.** This Lease will be considered terminated or ended early (also called "early termination") if it is terminated by you from one point before the Scheduled Maturity Date.

**B. LESSEE'S RIGHT TO TERMINATE EARLY.** You may terminate the Lease early by notifying us, returning the Vehicle, and paying the Early Termination Liability set forth in Section 221.

**C. LESSOR'S RIGHT TO TERMINATE EARLY.** We may terminate this Lease early if you are in default under Section 220. If we terminate this Lease early, you will owe the Early Termination Liability set forth in Section 221.

**D. EARLY TERMINATION LIABILITY OR CREDIT.** If this Lease terminates early, you agree to pay the sum of items (1) through (3) as follows: (1) a Disposition Fee equal to the Turn-In Fee and disclosed in Section 24 of this Lease or, if we repossess the Vehicle, the actual expenses we incur in repossessing the Vehicle, including towing, storage, and disposal charges, preparing for sale and selling the Vehicle, including transportation and conditioning; plus (2) actual fees and taxes in connection with the termination; plus (3) all other amounts due and payable under this Lease, except excess wear and mileage, plus (4) an early termination charge equal to the amount by which the Adjusted Lease Balance exceeds the Vehicle's Residual Value at Termination.

If Early Termination occurs, and the Residual Value exceeds the Adjusted Lease Balance, you agree to pay the sum of items (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the lesser of (a) the amount by which the Residual Value exceeds the Adjusted Lease Balance, and (b) the amount of the Single Payment due at the Lease Term times the number of whole months remaining until scheduled termination. Any amount by which the Single Pay Termination Credit exceeds the sum of items (1) through (3) above will be refunded to you. If the sum of items (1) through (3) above exceeds the Single Pay Termination Credit, you will owe the difference.

**E. ADJUSTED LEASE BALANCE.** The Adjusted Lease Balance at a given time is determined by adding to the Initial Balance Subject to Rent Charges all Rent Charges accrued as of the month of calculation. The Rent Charges accrue at a constant rate which, compounded monthly and added to the Initial Balance Subject to Rent Charges, will cause the Adjusted Lease Balance to increase to the Residual Value over the term of the Lease. The Initial Balance Subject to Lease Charges is the Adjusted Capitalized Cost less the Single Payment, excluding Taxes.

**F. REALIZED VALUE.** If you obtain an independent appraisal (see below), the realized value is the appraised amount. If the Vehicle is a total loss, the realized value is the amount of any insurance proceeds we receive under your insurance plus any amount received from any other party in payment of the loss in excess of payment. If the realized value is zero, in all other cases, the Vehicle's Realized Value will be, at our option: (1) the gross wholesale sales price we receive for the Vehicle at disposition; (2) the fair market value of the Vehicle at the time of disposition; or (3) any amount you and we agree to in writing at the time of disposition.

**G. INDEPENDENT APPRAISAL.** You may obtain, at your expense, a written appraisal by an independent third party, agreed to by you and us, of the value that could be realized at sale of the Vehicle at wholesale. The appraisal amount shall be the appraised amount.

**A. PURCHASE OPTION AT MATURITY.** At the Scheduled Maturity Date, you may purchase the Vehicle under the conditions set forth in the amount set forth in Section 224. If you are not in Default.

**B. PURCHASE OPTION BEFORE MATURITY.** You have an option to purchase the Vehicle at any time before the Scheduled Maturity Date if you are not in Default. If you are not in Default, the Purchase Price will be the Adjusted Lease Balance plus the amount set forth in Section 224. If you are in Default, the Purchase Price will be the amount set forth in Section 224.

**C. ADDITIONAL PURCHASE OPTION CONDITIONS.** You may not transfer or assign your purchase option to any other party without our written permission. If you reside in a state that requires a seller to have a title or vehicle dealer license to sell used vehicles, you may purchase the Vehicle only if you are a licensed title or vehicle dealer or if you are a licensed dealer necessary.

**D. VEHICLE RETURN.** Unless you purchase the Vehicle, you must return it to the same time and place we specify in the expense upon termination of this Lease (whether early or at the Scheduled Maturity Date). At that time, we will give you a written appraisal of the Vehicle's condition and a statement of the amount due to us. You must also pay us any amounts you owe under this Lease. In a state that requires a seller to have a title or vehicle dealer license to sell used vehicles, you must return the Vehicle to a licensed title or vehicle dealer or a licensed dealer necessary. If you fail to return the Vehicle to us as required above, you will pay us the Single Payment multiplied by the number of months in the Lease term, plus any penalties, for each month or fraction thereof until the Vehicle is returned. Your payment does not affect your liability for the Vehicle's loss or damage, which will be your responsibility to extend the Lease term.

**A. SCHEDULED LEASE TERMINATION.** If this Lease is not terminated early, and you do not purchase the Vehicle at the end of the Lease, this Lease will terminate or end on the Scheduled Maturity Date and you must return the Vehicle (see Section 224) to us at that time. You will owe us:

- (1) The Turn-In Fee, disclosed in Section 24, plus
- (2) Any amounts owed for taxes, license, plus
- (3) Any amount due for excess mileage, plus
- (4) All other amounts that are due or past due under this Lease, plus
- (5) Any official fees and taxes due in connection with Lease termination.

**B. STANDARDS FOR WEAR AND USE.** When returning to us, the Vehicle must be in the same condition as it was when delivered to you, except for reasonable wear and tear. If you do not purchase the Vehicle, we will charge you for excess mileage and the estimated cost for each of the following items: (1) dents, scratches, and other damage to the exterior of the Vehicle; (2) damage to the interior of the Vehicle, including the seats, floor mats, and carpeting; (3) damage to the wheels, tires, and suspension; (4) damage to the engine, transmission, and drivetrain; (5) damage to the electrical system; (6) damage to the body panels, including the hood, fenders, and trunk; (7) damage to the paint, including scratches, scuffs, and chips; (8) damage to the windows, including scratches, cracks, and chips; (9) damage to the interior trim, including the dashboard, door panels, and center console; (10) damage to the exterior trim, including the bumper, moldings, and wheel covers. Excess wear and use includes, but is not limited to, the estimated cost to repair or replace:

- (1) mechanical/electrical parts, including wear and tear on engine and lighting, and do not work properly;
- (2) dents, scratches, chips, cuts, or rips in the exterior of the Vehicle, including damage to the body panels, including the hood, fenders, and trunk;
- (3) millimeter peeling or faded paint, including damage to the body panels, including the hood, fenders, and trunk;
- (4) cracks, scratches, chips, or rips in the windows, including damage to the body panels, including the hood, fenders, and trunk;
- (5) single dents or a series of small dents, including damage to the body panels, including the hood, fenders, and trunk;
- (6) seats, seat belts, head lining, floor panels, carpeting, or other interior parts, including damage to the body panels, including the hood, fenders, and trunk;
- (7) any interior part of a motor vehicle, including the engine, transmission, and drivetrain, including damage to the body panels, including the hood, fenders, and trunk; or that has less than 1/8 inch of tread remaining on a tire, including damage to the body panels, including the hood, fenders, and trunk.
- (8) missing keys, accessories, and components, including keys and remote controls, including damage to the body panels, including the hood, fenders, and trunk;
- (9) any addition or modification to the Vehicle without our prior written consent, including damage to the body panels, including the hood, fenders, and trunk;
- (10) any other wear beyond normal wear of the tires, including damage to the body panels, including the hood, fenders, and trunk.

If the odometer was tampered with or otherwise does not work correctly and you cannot prove the mileage shown on the odometer, you agree to pay the greater of fifteen percent (15%) of the Residual Value or the amount we estimate the Vehicle's fair market value has been reduced by reason of additional miles not reflected on the odometer. The liability will determine the Vehicle's actual mileage; or both.

- A. TOTAL LOSS OR DESTRUCTION OF VEHICLE.** If the Vehicle is lost, stolen, destroyed or damaged beyond repair (collectively a "Total Loss"), this Lease will terminate and you will owe the Early Termination Liability in Section 2.20, minus the Depreciation Fee.
- B. GAP WAIVER.** Except as otherwise provided, if the Vehicle is a Total Loss and you maintained the insurance required by this Lease, we will waive the early termination charge (Item (5) of your Early Termination Liability, in Section 2.20) when we receive your insurance proceeds for the Vehicle's actual cash value. You must report the Total Loss to us promptly, pay your insurance deductible and comply with all other terms of this Lease. There is no charge to you for this waiver. Exceptions: This waiver does not apply if:
- (1) The Vehicle was stolen and no police report was filed;
  - (2) The Total Loss occurred while the Vehicle was not within the United States of America, its territories or possessions, or Canada, regardless of whether we consented;
  - (3) The Total Loss resulted from your intentional misrepresentation, wrongful act or omission, or gross negligence;
  - (4) There is a Default under this Lease which caused or contributed to the Total Loss; or
  - (5) You fail to timely provide us or our designee with any information or documents reasonably requested in connection with the Total Loss, including a police report and insurance information.
- C. DEFAULT.** You will be in default ("Default") if any of the following occurs:
- (1) You do not pay any amount when due (or within any grace period the law allows) or any other amount owed when we ask you to pay it;
  - (2) Any information in your credit application or that of a guarantor of this Lease is false or misleading;
  - (3) You fail to maintain required insurance;
  - (4) The Vehicle is subject to actual or threatened confiscation, impoundment, seizure, forfeiture or other involuntary transfer by a government entity or legal process;
  - (5) You die, are declared incompetent or are incapacitated and there is no surviving lessee, you become insolvent, file a bankruptcy petition, have a bankruptcy petition filed against you or you dissolve or cease business activity, or make an assignment for the benefit of creditors;
  - (6) You fail to return the Vehicle to us at the time and place we specify;
  - (7) The Vehicle is used in any race, speed contest or other contest, or any other illegal manner, with or without your knowledge or consent;
  - (8) The Vehicle is used for a commercial purpose, including, but not limited to, as a rental, taxi, limousine or shuttle service;
  - (9) The Vehicle is regularly used by anyone who is not a Lessee under this Lease, unless you have obtained our prior written consent;
  - (10) Your driver's license expires or is suspended, revoked, canceled or is otherwise restricted, or you become ineligible to obtain a driver's license;
  - (11) You break any other promise or fail to meet any other obligation under this Lease or to any other agreement with us;
  - (12) Anything else happens that adversely affects our interest in the Vehicle or your ability to comply with obligations under the Lease; or
  - (13) You do anything the law says is a default.
- D. REMEDIES FOR DEFAULT.** If you are in Default, after waiting any time the law requires, we may take any one or more of the following actions, to the extent not prohibited by state law:
- (1) Terminate this Lease and/or your right to use the Vehicle and require you to pay the amount due at early termination;
  - (2) Take (repossess) the Vehicle without prior demand, unless otherwise required by law. If the Vehicle is equipped with an anti-theft tracking device, you understand and agree that we may use the device to find the Vehicle and exercise our right to take possession. We may take any personal property that is in or on the Vehicle when we take it. We will hold the personal property for you for ten (10) days, but we will neither be responsible for safeguarding such property nor be required to notify you about it, unless otherwise required by law. If you do not pick up the property within that time, we may dispose of it in any way we determine;
  - (3) Charge and collect from you all out-of-pocket expenses we reasonably incur in connection with our attempts to collect what you owe or enforce our rights under this Lease, including, but not limited to, attorneys' fees for attorneys who are not our employees, court costs, skip-tracing, repossession efforts, transportation and storage of the Vehicle, except as limited by applicable law;
  - (4) Take any reasonable action to correct the Default or to protect our interest in the Vehicle (for example, buying insurance or removing you from this Lease). You agree to reimburse us for any amounts we pay to correct or cover your Default;
  - (5) Require you to return the Vehicle and any related records or make them available to us in a reasonable manner;
  - (6) Make a claim for or cancel any and all insurance and optional products and services included with this Lease that may be available on your Default or on the termination of the Lease;
  - (7) Use any remedy we have at law or in equity.

**NOTICE TO COLORADO LESSEES IN EVENT OF TOLL VIOLATIONS.** Pursuant to the requirements of Colorado Revised Statutes § 43-4-606(2)(f)(ii)(B), you will be liable for payment of all toll evasion violation civil penalties incurred on or after the date you take possession of the motor vehicle. The Lessor will provide your name, address and state driver's license number to the proper authorities when a toll evasion violation civil penalty is incurred during the term of this Lease.

- A. PAYMENTS.** All payments due under this Lease must be made in good funds of the United States, by check, money order, cashier's check, electronic funds transfer, or as otherwise specified by Assignee.
- B. INDEMNIFICATION.** You agree to indemnify and hold us and our assignees, agents and insurers harmless from all claims, demands, losses and expenses (including reasonable attorneys' fees to the extent not prohibited by law) arising from the Vehicle's use, condition or operation, including claims based on strict liability.
- C. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** This lease may contain charges for optional insurance, service contracts or other contracts for products you purchased in connection with this Lease. You agree that we can claim benefits under such contracts. Unless prohibited by law, we may upon your default or termination of this Lease, cancel any such contracts to obtain refunds of unearned charges or premiums. You authorize us to subtract any refund we receive on your behalf for any such contracts that are canceled from the amount you owe under this Lease. If you receive a refund for any canceled optional product contract, you must pay the entire amount of the refund to us.
- D. ODOMETER STATEMENT.** You agree to maintain the Vehicle's odometer so that it is always accurate. If the odometer at any time malfunctions, you will provide us with reasonable evidence of the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease. Notice: Federal law requires you to give us a statement of the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.
- E. ASSIGNEE LIABILITY.** Except as limited by applicable law, you agree not to assert against any Assignee of this Lease, or its agents, any claims or defenses you may have against the Lessor from whom you originally leased the Vehicle.
- F. OWNERSHIP.** We own the Vehicle solely, including all original and after-market accessories installed on the Vehicle. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have not given you any tax advice regarding this Lease.
- G. SECURITY INTEREST.** You grant us a security interest, to the extent permitted by state law, in the property listed below to secure performance of your obligations under this Lease: (1) In loss proceeds of any insurance which you maintain with respect to the Vehicle; (2) In the proceeds of any mechanical breakdown protection contract, service contract, excess wear and tear waiver or other optional insurance or other product purchased with this Lease; and (3) any unearned premiums or refunds of any of the foregoing.
- H. WAIVER.** We do not waive our rights or remedies under this Lease by delaying or failing to exercise them in any way. Our acceptance of late or partial payments under this Lease will not constitute a waiver of our right to receive timely payment in full or of any other rights.
- I. JOINT LIABILITY.** Lessee and any Co-Lessee are jointly and severally liable under this Lease. Our release, waiver or delay in the enforcement of our rights as to one Lessee shall not affect our rights as to the other Lessee signing this Lease.
- J. ADDRESS CHANGES AND NOTICES.** We will send notices (including any default and repossession notices) and correspondence to you at the Billing Address. If the Billing Address or the Mailing Address changes or is incorrect, you agree to notify us of the correct or new address within 15 days after the change. If you move and fail to notify us of your new address and we receive a forwarding address for you from the United States Postal Service, we will update your Billing Address to that forwarding address. If we are required to send you any notices, you agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period.

- K. SERVING AND COLLECTION CALLS.** You agree that we, our agents and/or others we retain may monitor and record telephone calls with you in connection with this Lease. You also agree that we, our agents and/or others we retain may use an automatic telephone dialing system or artificial or prerecorded voice to reach you on your cellular telephone in any service for which you are charged for the call (including sending you text messages, text messages and e-mails) unless prohibited by law. This agreement does not limit us from contacting you using any other means allowed by law.
- L. LIMITED POWER OF ATTORNEY.** You appoint us or our agent as your attorney-in-fact to do the following: (1) settle any insurance claim related to the Vehicle; (2) address your claims on any check or draft we receive for damage or loss of the Vehicle; and (3) to sign your name to any title, registration or other documents related to the Vehicle, for example, state motor vehicles department applications and documents. This power of attorney is coupled with an interest in the Vehicle and is not revocable.
- M. ADDITIONAL INFORMATION AND DOCUMENTS.** During the term of this Lease, you agree to provide us with additional documents and information we may reasonably request to verify any information provided in connection with your credit lease application or your compliance with this Lease. You also agree to sign additional documents we reasonably request to carry out the terms of this Lease, including, but not limited to, motor vehicles department forms and applications.
- N. OUR ASSIGNMENT OF THIS LEASE.** We may assign some or all of our rights and obligations under this Lease at any time to anyone, including the HLT, without your consent. Our assignment of this Lease will not affect your rights or obligations under this Lease. Lessee and its employees are not agents of Assignee or Kia Motors Finance and have no authority to obligate either of them. Kia Motors Finance, as the agent for the HLT, has the power to act on the HLT's behalf to administer, enforce and demand this Lease. You agree to pay all amounts owed under this Lease to Kia Motors Finance, as the agent for the HLT, or as otherwise directed by us. As part of a like-kind exchange program, the Assignee has assigned this Lease. You agree to pay all intermediary. Dealer is hereby notified that Assignee has assigned to HCA Exchange, Inc. its rights (but not its obligations) in the assignment for the purchase of the Vehicle. If Lessee purchases the Vehicle, Lessee is hereby notified that the Assignee has assigned HCA Exchange, Inc., its qualified intermediary and has assigned to HCA Exchange, Inc. its rights (but not its obligations) in the agreement for the sale of the Vehicle.
- O. ENFORCEABILITY.** If any provision of this Lease is found unenforceable, void, illegal or otherwise against applicable law, the remaining provisions of this Lease will remain in full force and effect.
- P. ENTIRE AGREEMENT. Important. Read before signing.** The terms of this Lease should be read carefully because only those terms in writing are enforceable. No terms or oral promises not contained in this Lease may be legally enforced. This Lease is the entire expression of the lease agreement between you and us. This Lease may not be varied by evidence of any prior oral lease agreement or any contemporaneous oral lease agreement between you and us.
- Q. GOVERNING LAW.** This Lease will be governed and construed by federal law and the internal law of the state in which the Dealer is located.
- R. NOTICE TO UTAH LESSEES.** As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfil the terms of your credit obligations.
- S. CLASS ACTION WAIVER: YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS LEASE.**



**AGREEMENT TO FURNISH INSURANCE POLICY**

To Seller/Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned Buyer/Lessee(s) agree(s) to furnish his/her own Insurance Policy, covering a vehicle which is the subject of a credit sale contract/lease dated this \_\_\_\_\_ day of \_\_\_\_\_, YR \_\_\_\_\_.

The vehicle referred to herein is described as follows:  
Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Body Type \_\_\_\_\_ Vehicle Identification No. \_\_\_\_\_

Such Insurance Policy must be delivered to the Seller/Lessor within \_\_\_\_\_ days from the date of this Agreement. The following is not an acceptable policy: Maintenance or repair contracts; One Month Policies or Insurance Certificates that make reference to a "Future Insurance Agreement". If Seller/Lessor does not receive such Policy by the time stated, Seller/Lessor may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the credit sale contract/lease. Seller/Lessor may cover only Seller/Lessor's interest in the vehicle.

Ins. Co. \_\_\_\_\_ Agent \_\_\_\_\_  
ADDRESS OF AGENT - STREET \_\_\_\_\_ STATE \_\_\_\_\_ CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Fire & Theft -  Additional Coverage -  \$ \_\_\_\_\_ Deductible Comprehensive -  \$ \_\_\_\_\_ Deductible Collision

In the event Buyer/Lessee(s) fail(s) to furnish a valid insurance policy, or written evidence of insurance, of the type required under the credit sale contract/lease, Buyer/Lessee(s) hereby agree(s) to pay to Seller/Lessor or assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures set forth in the credit sale contract/lease.

Buyer/Lessee(s) further agree(s) to assume any and all responsibility for damage to the vehicle or resulting from the use, maintenance or operation of the vehicle, and agree to hold Seller/Lessor free of any loss, claim, or liability resulting from any damage to the vehicle or from the vehicle's use, maintenance or operation.

Loss Payer: \_\_\_\_\_

Loss Payer's Address: \_\_\_\_\_

**NOTICE TO BUYER/LESSEE:** This Agreement does not authorize the Seller/Lessor to order Public Liability or Property Damage Insurance. Any insurance ordered by the Seller/Lessor or Seller/Lessor's Assignees will cover loss of or damage to the vehicle and will not include Public Liability or Property Damage Insurance.

BUYER/LESSEE: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

**LAW** FORM NO. 228RC-U 4 12/17  
LAWSON PUBLICATIONS, INC. 3501 Market Street, Berkeley, CA 94710  
THERE IS NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.



L.IENHOLDER



Miles Car Sold 125 Miles Car Traded

|            |
|------------|
| SALESMAN   |
| COM. TOTAL |

BUYERS NAME CARTER COUNTY SHERIFF OFFICE E-MAIL NONE DATE 11/30/2017 STOCK NO. G410300  
 BUYERS ADDRESS 900 E. BLK AVE CITY ELIZABETHTON STATE TN ZIP 37643  
 RES. PHONE (423) 542-1845 BUS. PHONE \_\_\_\_\_ TO BE DELIVERED (DATE AND HOUR) 11/30/2017

Please enter my order for a  Demo  New  Used 2018 KIA SORENTO  
 Mfg ID No. 5XYPGDA33JG410300 Model No. 73422 Color PLATINUM GRAPE

CUSTOMER'S SIGNATURE X  
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.

| TRADE-IN        |                        |         |
|-----------------|------------------------|---------|
| YR.             | MAKE                   | TYPE    |
| SERIAL NO.      |                        | MILEAGE |
| BALANCE OWED TO |                        |         |
| ADDRESS         |                        |         |
| QUOTED BY       | DATE <u>11/30/2017</u> | TIME    |
| YR.             | MAKE                   | TYPE    |
| SERIAL NO.      |                        | MILEAGE |
| BALANCE OWED TO |                        |         |
| ADDRESS         |                        |         |
| QUOTED BY       | DATE <u>11/30/2017</u> | TIME    |

| SPECIAL INSTRUCTIONS            |          |
|---------------------------------|----------|
| NETAL PRICE                     | 29254.96 |
| TRADE-IN                        | N/A      |
| DIFFERENCE                      | 29254.96 |
|                                 | N/A      |
|                                 | N/A      |
|                                 | N/A      |
| SUB-TOTAL                       | 29254.96 |
| STATE/COUNTY TAX & BUSINESS FEE | N/A      |
| REGATE                          | 6500.00  |
| PROCESSING FEE                  | 500.00X  |
| BALANCE OWED ON TRADE           | N/A      |
| CASH-DOWN                       | N/A      |
| TOTAL AMOUNT DUE                | 22754.96 |

**PLEASE READ FULLY BEFORE SIGNING**  
 In the event that it becomes necessary for the dealer to enforce any provisions of the purchase contract or to enforce any right or remedy thereunder or in the event that it becomes necessary for the dealer to defend any action arising out of the purchase contract regardless of whether such action is instituted by the Buyer or a third party, the Buyer agrees to pay all reasonable attorney's fees, costs or expenses incurred by the dealer or any judgment against the dealer resulting from any of the aforementioned events.

I UNDERSTAND THE VEHICLE IS NOT A FACTORY MANUFACTURED PART AND THEREFORE ANY WARRANTY COVERAGE WILL BE THE RESPONSIBILITY OF THAT RESPECTIVE MANUFACTURER.

**WARRANTY NOTICE:**  
 ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

Buyer represents and warrants that purchaser has good title in purchaser's name and right to sell the above described trade-in free of all liens, claims, all taxes and equities except as stated above. Buyer agrees to pay any increase in price by manufacturer between date of this order and delivery date in the event the vehicle must be special ordered and further agrees that neither the Seller or the manufacturer will be held liable for failure to effect delivery. Buyer acknowledges notice of Dealers above stated warranty disclaimer. This written order constitutes the entire agreement between the parties. There are no representations, terms or provisions except those set out in this order.

I Understand That I Have Purchased a Demonstrator. The Mileage On This Demonstrator Is \_\_\_\_\_

Buyer's Signature \_\_\_\_\_  
 I warrant that my trade-in has NOT been reconstructed, rebuilt, or suffered major frame damage that would cause the reconstruction of this vehicle. I warrant that my trade-in has none of the following conditions: Salvaged, Junk, Heavily Damaged, Flood Damage, Damage Due to Fire, Manufacturer Buyback or Lemon, stated mileage exceeds mechanical limits, or title does not reflect actual mileage.

I warrant that the balance owed on my trade-in is correct as stated above and that if the actual amount due is greater I will reimburse Chantz Scott Kia. I understand that if the amount is less, Chantz Scott Kia will refund the difference to me.

Signature \_\_\_\_\_

This order is not valid unless signed and accepted by Dealer. Dealer is not responsible for any damage to any vehicle or other property of any party arising out of the use of this order. Dealer's liability is limited to the amount of the purchase price and any other amounts paid by the Buyer. This order is not valid unless signed and accepted by Dealer. Dealer is not responsible for any damage to any vehicle or other property of any party arising out of the use of this order. Dealer's liability is limited to the amount of the purchase price and any other amounts paid by the Buyer.

I certify that I am 18 years of age or older and warrant that I am the true and lawful owner of the car traded and that it is free of all encumbrances whatsoever except as noted above.

I make the following statement that at the time of delivery of my New 2018 KIA SORENTO

Serial No. 5XYPGDA33JG410300  
 there was a manufacturer's suggested retail label affixed, pursuant to Federal law, to the door sill at the time of delivery. I understand the Extended Service Plan I have purchased may or may not be a plan recommended by the manufacturer.

Buyer's Signature X

I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER. I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.

**USED CARS ONLY**

ALL USED CARS ARE SOLD AS REGISTERED. WHILE THE YEAR AND MODEL ARE ASSUMED TO BE CORRECT, IT IS NOT GUARANTEED. USED CAR BUYERS GUIDE AFFIXED TO WINDOW.

CHANTZ SCOTT KIA USED CAR SERVICE

THIS CAR SOLD ON 90-DAY SERVICE, WITH 40% OFF LABOR AND 75% OFF PARTS. ALL WORK DONE IN OUR SHOP. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE EXTENDING BEYOND TO DESCRIPTION OF THE VEHICLE AND ACCESSORIES. IT IS FURTHER UNDERSTOOD THAT SELLER HAS NOT INSPECTED THE VEHICLE FOR THE BENEFIT OF THE BUYER.

CUSTOMER SIGNATURE \_\_\_\_\_

THIS ORDER NOT BINDING UNLESS ACCEPTED BY AN OFFICER OF CHANTZ SCOTT KIA

SALESMAN \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_

|             |       |       |
|-------------|-------|-------|
| TRADE VALUE | COMM. | CHART |
|-------------|-------|-------|

I hereby authorize Chantz Scott Kia to act on my behalf and arrange financing through any recognized financial institution.

BUYER \_\_\_\_\_

L I ENHOLDER





Motor Vehicle Lease Agreement  
Single Pay Lease



Finance

Lease Date: 11/30/2017

|   |  |   |  |
|---|--|---|--|
| Lessee: <b>CANTER COUNTY SHERIFFS ASSOCIATION</b><br>Co-Lessee: <b>N/A</b><br>Billing Address: <b>900 E. BUCK AVE</b><br><b>ELIZABETH, NJ 07208</b>   |  | Dealer: <b>CHRYSLER FINANCE</b><br>Address: <b>525 E. STATE DR</b><br><b>ELIZABETH, NJ 07208</b>  |  |
| <input type="checkbox"/> Check box if same as the Billing Address, above.<br><b>N/A</b><br>(Other Address - PCRD, PWA)<br><b>N/A</b><br>City: _____   |  | OR New or Used<br><b>2016 KIA SORENTO</b> 125   |  |
| Lease and Co-Lessee<br>(Print Name)<br>_____<br>(Print Title)<br>_____<br>(Print Address)<br>_____<br>(Print City and State)<br>_____   |  | Year: _____   |  |
| <b>2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below):</b><br><b>\$ 14740.16</b>   | <b>3. SINGLE PAYMENT:</b><br><b>A. Your Single Payment of</b><br><b>\$ 14090.16</b> (due on <b>11/30/2017</b> )<br><b>B. The Total of your Single Payments</b><br><b>\$ 14090.16</b> | <b>4. PURCHASE PRICE (If you do not purchase the Vehicle):</b><br><b>A. \$ 400.00</b><br><b>B. N/A</b><br><b>C. Total</b> <b>\$ 400.00</b>  | <b>5. TOTAL OF PAYMENTS</b><br><b>(The amount you will have paid by the end of this Lease)</b><br><b>\$ 15490.16</b> |
| <b>A. Amount Due at Lease Signing or Delivery:</b><br>(1) Capitalized Cost Reduction ..... \$ <b>N/A</b><br>(2) Sales/Use Tax on Capitalized Cost Reduction ..... \$ <b>N/A</b><br>(3) Single Payment ..... \$ <b>14090.16</b><br>(4) Refundable Security Deposit ..... \$ <b>N/A</b><br>(5) Acquisition Fee ..... \$ <b>650.00</b><br>(6) Initial License, Title and Registration Fees ..... \$ <b>N/A</b><br>(7) Sales/Use Tax ..... \$ <b>N/A</b><br>(8) <b>N/A</b> ..... \$ <b>N/A</b><br>(9) <b>N/A</b> ..... \$ <b>N/A</b><br>(10) <b>N/A</b> ..... \$ <b>N/A</b><br><b>(11) TOTAL</b> ..... \$ <b>14740.16</b> |  | <b>B. How the Amount Due at Lease Signing or Delivery will be Paid:</b><br>(1) Net Trade-In Allowance ..... \$ <b>N/A</b><br>(2) Rebates and Non-cash Credits ..... \$ <b>650.00</b><br>(3) Amount to be Paid in Cash ..... \$ <b>14090.16</b><br>(4) <b>N/A</b> ..... \$ <b>N/A</b><br><b>(5) TOTAL</b> ..... \$ <b>14740.16</b> |  |

DECEMBER TERM 2017



If the price of any protection or delivery may result in a charge to the lessee, the lessee shall sign the following:

|  |  |
|--|--|
| <input type="checkbox"/> <b>Optional Mechanical Breakdown Protection or Vehicle Service Contract</b> | <input type="checkbox"/> <b>Optional Exhaust System Use Wear</b> |
| N/A  | N/A  |
| Provider: _____  | Provider: _____  |
| Term: N/A  | Term: N/A  |
| Lesser Initials: _____   | Lesser Initials: _____   |
| <input type="checkbox"/> <b>Other</b>  | <input type="checkbox"/> <b>Other</b>                            |
| N/A  | N/A  |
| Provider: _____  | Provider: _____  |
| Term: N/A  | Term: N/A  |
| Lesser Initials: _____   | Lesser Initials: _____   |
| <input type="checkbox"/> <b>Other</b>  | <input type="checkbox"/> <b>Other</b>                            |
| N/A  | N/A  |
| Provider: _____  | Provider: _____  |
| Term: N/A  | Term: N/A  |
| Lesser Initials: _____   | Lesser Initials: _____   |

The total estimated amount you will pay for official and license fees, registration, title and taxes including vehicle property taxes over the lease term, whether included with your Single Payment or assessed separately, is \$ N/A. The actual total of these amounts may be higher or lower than this estimate depending on the tax rates in effect at the time of the vehicle's registration and the actual assessed amount.

If the vehicle is new, the vehicle is covered by the manufacturer's standard new car warranty. If the vehicle is not new, there is no express warranty on the vehicle unless indicated below:

Used vehicle limited warranty provided by the manufacturer.

Remainder of standard new vehicle limited warranty provided by the manufacturer.

LESSEE DEARES THE VEHICLE TO BE USED AS A GENERAL PURPOSE VEHICLE AND UNLESS OTHERWISE SPECIFIED, THE VEHICLE IS NOT TO BE USED FOR RACE TRACK, OFF-ROAD, OR OTHER EXTREME USES. LESSEE AGREES TO WAIVE ALL WARRANTIES, WHATEVER THE LESSOR'S NAME, INCLUDING MASSACHUSETTS, MISSISSIPPI, VERMONT, IF THE VEHICLE IS NEW, OR WEST VIRGINIA. LESSOR DOES NOT DISCLAIM ANY IMPLIED WARRANTY OR MERCHANTABILITY OF THE VEHICLE FOR ANY PARTICULAR PURPOSE.

You must maintain the insurance coverage described in Section 2.12 of this lease; you affirm that the following insurance coverage is in force as of the Lease Date:

Insurance Provider: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Agents Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's Phone Number: \_\_\_\_\_

Initials of Dealer Employee who verified insurance coverage: \_\_\_\_\_

You must instruct your insurance agent to add as an additional loss payee, and send the Insurance Policy, Endorsement or Certificate to:

Hyundai Lease Trust  
 PO Box 28805  
 Fountain Valley, CA 92728-0404

**NOTICE TO NON-FLORIDA LESSEES:** The Admitted Lease Finance Company is not licensed in your state. The lessor is not responsible for the collection of sales tax or other taxes on the vehicle as determined by your state. You will be responsible for the collection of sales tax and other taxes on the vehicle as determined by your state.

Lessee's Initials: N/A / Co-Lessee's Initials: N/A

**NOTICE TO FLORIDA LESSEES:** The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing company is primary for the limits of liability and personal injury protection coverage required by Sections 624.021(7) and 627.736, Florida Statutes.

DECEMBER TERM 2017





**A. EARLY TERMINATION.** You may terminate this Lease at any time by paying the sum of (1) the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above.

**B. LESSOR'S RIGHT TO TERMINATE EARLY.** You may terminate this Lease at any time by paying the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above.

**C. LESSOR'S RIGHT TO TERMINATE EARLY.** You may terminate this Lease at any time by paying the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above.

**D. EARLY TERMINATION CREDIT.** If you terminate this Lease at any time by paying the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above and you will be entitled to a credit ("Single Pay Termination Credit") equal to the sum of (1) through (3) above.

**E. ADJUSTED LEASE PAYMENT.** The adjusted lease payment is the amount of the lease payment that you are required to pay over the term of the Lease. The adjusted lease payment is the amount of the lease payment that you are required to pay over the term of the Lease.

**F. REALIZED VALUE.** If you claim an independent appraisal, the realized value of the Vehicle is the amount of the insurance proceeds we receive under your insurance plus any amount received from any other party in connection with the termination of the Lease. In all other cases, the Vehicle's realized value will be, at our option: (1) the price we receive when we sell the Vehicle; (2) the price we receive when we sell the Vehicle at a public auction; or (3) any amount you and we agree to in writing after termination of the Lease.

**G. INDEPENDENT APPRAISAL.** You may request an independent appraisal of the Vehicle's realized value. The appraisal amount shall be the amount of the realized value that could be realized at the time of the appraisal.

**A. PURCHASE OPTION PRICE.** The purchase option price is the amount of the purchase option price that you are required to pay over the term of the Lease.

**B. PURCHASE OPTION PRICE.** The purchase option price is the amount of the purchase option price that you are required to pay over the term of the Lease.

**C. ADDITIONAL CHARGES.** In a separate document, we will describe the additional charges that you are required to pay over the term of the Lease.

**D. VEHICLE RETURN.** When you terminate this Lease, you must return the Vehicle to us in the condition in which we delivered it to you, except for normal wear and tear. If you do not return the Vehicle to us in the condition in which we delivered it to you, we may charge you for the cost of repairs to the Vehicle.

**A. SCHEDULE.** The schedule of payments is the amount of the payments that you are required to pay over the term of the Lease.

**B. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**C. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**D. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**E. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**F. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**G. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**H. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**I. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**J. STANDARD OF CARE.** The standard of care is the amount of the standard of care that you are required to pay over the term of the Lease.

**A. PAYMENTS:** All payments due under this Lease must be made in full in the United States, by cash, money order, cashier's check, automatic funds transfer, or as otherwise specified by Addendum.

**B. EARLY TERMINATION:** You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your early termination of this Lease. You must report the total loss to us promptly, pay your insurance deductible, and provide us with a copy of the insurance claim. You must report the total loss to us promptly, pay your insurance deductible, and provide us with a copy of the insurance claim.

(1) The total loss amount is the amount of the insurance claim, less the deductible, less any amount you have received from your insurer.

(2) The total loss amount is the amount of the insurance claim, less the deductible, less any amount you have received from your insurer.

(3) The total loss amount is the amount of the insurance claim, less the deductible, less any amount you have received from your insurer.

(4) The total loss amount is the amount of the insurance claim, less the deductible, less any amount you have received from your insurer.

(5) The total loss amount is the amount of the insurance claim, less the deductible, less any amount you have received from your insurer.

**C. DEFAULT:** You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease. You must report the total loss to us promptly, pay your insurance deductible, and provide us with a copy of the insurance claim.

(1) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

(2) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

(3) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

(4) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

(5) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

(6) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

(7) You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your default under this Lease.

**D. REMEDIES:** We may take any one or more of the following actions, to the extent not prohibited by state law:

(1) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

(2) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

(3) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

(4) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

(5) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

(6) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

(7) Take any action necessary to protect our interest in the Vehicle, including, but not limited to, buying insurance or removing you from this Lease.

**NOTICE TO CO-LEASEES IN EVENT OF TOTAL LOSS:** In event of the total loss of Colorado Revised Statute § 43-4-302(1)(b), you will be liable for payment of all of your share of the total loss of the Vehicle, less the deductible, less any amount you have received from your insurer. This Lease will remain in effect until you have paid your share of the total loss to the proper authority, which is the reason stated on the primary insurance policy during the term of this Lease.

**A. PAYMENTS:** All payments due under this Lease must be made in full in the United States, by cash, money order, cashier's check, automatic funds transfer, or as otherwise specified by Addendum.

**B. INDEMNIFICATION:** You agree to indemnify and hold us harmless from all claims, demands, losses, and expenses (including reasonable attorney's fees) that may be incurred by us as a result of your early termination of this Lease. You must report the total loss to us promptly, pay your insurance deductible, and provide us with a copy of the insurance claim.

**C. RETURN OF INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES:** This Lease may contain charges for optional insurance, service contracts or other contracts for products you purchased in connection with this Lease. You agree that we will not be bound by any such contract, unless prohibited by law, we may upon your default or termination of this Lease, cancel any such contract to obtain a refund of unearned amounts or premiums. You authorize us to submit any refund we receive on your behalf for any such contracts that are cancelled from the amount you owe under this Lease. If you receive a refund for any cancelled optional product contract, you must pay the entire amount of the refund to us.

**D. DISCLOSURE STATEMENT:** You agree to maintain the Vehicle's compliance with the applicable law. If you receive any information, you will provide us with reasonable evidence of the Vehicle's compliance. You will provide us with an electronic statement of the Vehicle's compliance to us, and we may request more than one certification during the term of this Lease. Notice: Federal law requires you to provide a statement of the Vehicle's compliance in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not comply with the law.

**E. ASSIGNMENT:** Except as provided in applicable law, you agree not to assert against any Assignee of this Lease, or its agents, any claims or defenses you may have against the Lessor from whom you originally leased the Vehicle.

**F. OWNERSHIP:** You own and possess the Vehicle, including all original and after-market accessories installed on the Vehicle. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have no right to any tax credits regarding this Lease.

**G. SECURITY INTEREST:** You grant us a security interest in the Vehicle, as defined by this law, in the property listed below to secure performance of your obligations under this Lease: (1) in loss proceeds of any insurance which you maintain in connection with the Vehicle; (2) in the proceeds of any mechanical breakdown protection contract, service contract, excess wear and tear waiver or other optional insurance or other product purchased for the Vehicle; and (3) any unearned premiums or refunds of any of the foregoing.

**H. WAIVER:** We do not waive our rights or remedies under this Lease by delaying or failing to exercise them, or by continuing to provide you with the Vehicle under this Lease will not constitute a waiver of our right to receive timely payment in full or of any other rights.

**I. JOINT LIABILITY:** You and any Co-Lessee are jointly and severally liable under this Lease. Our release, waiver or delay in the enforcement of our rights as to one Lessee shall not affect our rights as to the other Lessee(s) under this Lease.

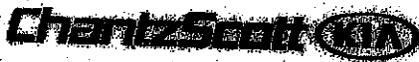
**J. ADDRESS CHANGES AND NOTICES:** We will send notices (including any default and repossession notices) and correspondence to you at the Billing Address. If the Billing Address or the General Delivery Address changes, you must notify us within 10 days after the change. If you move and fail to notify us of your new address and we receive a forwarding address from the United States Postal Service, we will update your Billing Address to that forwarding address. If we are required to send you any notices, you agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period.

**DECEMBER TERM 2017**

- K. SERVING AND COLLECTION CALLS.** You agree that we, our agents and/or our assignees may contact you by telephone, mail, or in person to discuss your account, to collect any amounts due, or to discuss any other matters related to this Lease. You agree that we, our agents and/or our assignees may contact you by telephone, mail, or in person to discuss your account, to collect any amounts due, or to discuss any other matters related to this Lease.
- L. LIMITED POWER OF ATTORNEY.** You appoint us to our agent or assignee to execute any and all documents, including but not limited to, any check or draft we receive for payment or any of the documents we receive for payment, and to execute any documents we receive for payment, and to execute any documents we receive for payment, and to execute any documents we receive for payment.
- M. ADDITIONAL INFORMATION AND DOCUMENTS.** During the term of this Lease, we may request you to provide us with any additional information or documents we may request to verify any information provided to us, including but not limited to, any documents we may request to verify any information provided to us, including but not limited to, any documents we may request to verify any information provided to us.
- N. OUR ASSIGNMENT OF THIS LEASE.** We may assign, lease or otherwise dispose of this Lease to any third party without your consent. Our assignment of this Lease will not affect your obligations under this Lease, and you will remain obligated to pay all amounts owed under this Lease to the party to whom we assign this Lease. You agree to pay all amounts owed under this Lease to the party to whom we assign this Lease.
- O. ENFORCEABILITY.** If any provision of this Lease is found unenforceable, void, illegal or otherwise inapplicable, the remaining provisions of this Lease will remain in full force and effect.
- P. ENTIRE AGREEMENT.** Important. Read before signing. This Lease and the terms and conditions of this Lease constitute the entire agreement between you and us. There are no oral or written agreements, understandings or other arrangements between you and us. This Lease supersedes all other agreements, understandings or other arrangements between you and us.
- Q. GOVERNING LAW.** This Lease is governed by the laws of the State of Michigan.
- R. NOTICE TO LEASEE.** You agree to provide us with a current and accurate address and telephone number, and to notify us immediately of any change in your address or telephone number.
- S. CLASS ACTION WAIVER.** YOU HEREBY WAIVE AND AGREE YOU MAY HAVE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS LEASE.

[REDACTED]

DECEMBER TERM 2017



Miles Car Sold 125 Miles Car Traded

|          |       |
|----------|-------|
| SALESMAN |       |
| COM.     | TOTAL |

BUYERS NAME CANTER COUNTY SHERIFFS OFFICE E-MAIL NONE DATE 11/30/2017 STOCK NO. G435627  
 BUYERS ADDRESS 300 E. BILK AVE CITY EVANSTON STATE IN ZIP 47643  
 REG. PHONE (425) 842-1545 BUS. PHONE \_\_\_\_\_ TO BE DELIVERED (DATE AND HOUR) 11/30/2017

Please enter my order for a  Demo  New  Used 2016 KIA SORENTO  
 Mfg ID No. 5KXP6DA36JG435627 Model No. 23422 Color BLACK Trim \_\_\_\_\_

CUSTOMER'S SIGNATURE: X  
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.

| TRADE-IN        |                        |         |
|-----------------|------------------------|---------|
| YR.             | MAKE                   | TYPE    |
| SERIAL NO.      |                        | MILEAGE |
| BALANCE OWED TO |                        |         |
| ADDRESS         |                        |         |
| QUOTED BY       | DATE <u>11/30/2017</u> | TIME    |
| YR.             | MAKE                   | TYPE    |
| SERIAL NO.      |                        | MILEAGE |
| BALANCE OWED TO |                        |         |
| ADDRESS         |                        |         |
| QUOTED BY       | DATE <u>11/30/2017</u> | TIME    |

| SPECIAL INSTRUCTIONS            |          |
|---------------------------------|----------|
| METAL PRICE                     | 29254.96 |
| TRADE-IN                        | N/A      |
| DIFFERENCE                      | 29254.96 |
|                                 | N/A      |
|                                 | N/A      |
|                                 | N/A      |
| NET TOTAL                       | 29254.96 |
| STATE COUNTY TAX & BUSINESS FEE | N/A      |
| REGISTRATION                    | 6560.00  |
| SALES TAX                       | 3000.00  |
| BALANCE OWED ON TRADE           | N/A      |
| CASHDOWN                        | N/A      |
| TOTAL AMOUNT DUE                | 22734.96 |

**PLEASE READ FULLY BEFORE SIGNING**  
 In the event that it becomes necessary for the seller to enforce any provisions of the purchase agreement or to enforce any part of the purchase agreement or in the event that it becomes necessary for the buyer to enforce any provision of the purchase agreement, the seller and the buyer agree that the seller shall be held harmless from any and all reasonable attorney fees, costs or expenses incurred by the seller or any judgment against the seller resulting from any of the above described actions.

I UNDERSTAND THE VEHICLE IS NOT A FACTORY MANUFACTURED UNIT AND THEREFORE ANY WARRANTY COVERAGE WILL BE THE RESPONSIBILITY OF THAT RESPECTIVE MANUFACTURER.

**WARRANTY NOTICE:**  
 ANY WARRANTY OR SERVICE CONTRACTS ARE MADE BY THE MANUFACTURER. THE SELLER DOES NOT WARRANT THE CONDITION, MERCHANTABILITY, FITNESS FOR PURPOSE, AND WHETHER ANY OTHER PERSONS TO ASSUME ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

Buyer represents and warrants that purchaser has good title in purchaser's name and right to sell the above described trade-in free of all liens, claims, and debts except as stated above. Buyer agrees to pay any increase in price by manufacturer between date of purchase and delivery date in the event the vehicle must be special ordered and further agrees that neither the seller or the manufacturer will be held liable for failure to meet delivery. Buyer acknowledges notice of Dealer's above stated warranty disclaimer. This written order constitutes the entire agreement between the parties. There are no representations, terms or provisions except those set out in this order.

I Understand That I Have Purchased a Demonstrator. The Mileage On This Demonstrator Is \_\_\_\_\_

Buyer Signature \_\_\_\_\_  
 I warrant that the vehicle is not a demonstrator and that I have received a copy of my purchase option contract on delivery.

I warrant that the vehicle sold on my order is correct as stated above and that I have received a copy of my purchase option contract on delivery. I understand that if the amount of tax, Chantz Scott KIA will refund the difference to me.

Signature \_\_\_\_\_

**USED CARS ONLY**  
 ALL USED CARS ARE SOLD AS REGISTERED. WHILE THE YEAR AND MODEL ARE ASSUMED TO BE CORRECT, IT IS NOT GUARANTEED. USED CAR BUYERS GUIDE AFFIXED TO WINDOW.  
 CHANTZ SCOTT KIA USED CAR SERVICE  
 THIS CAR SOLD ON 36 MONTH SERVICE WITH 40% OFF LABOR AND 10% OFF PARTS. ALL WORK DONE IN OUR SHOP. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, EXTENDING BEYOND TO DESCRIPTION OF THE VEHICLE AND ACCESSORIES. IT IS FURTHER UNDERSTOOD THAT SELLER HAS NOT INSPECTED THE VEHICLE FOR THE BENEFIT OF THE BUYER.  
 Customer Signature \_\_\_\_\_

I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER. I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.

**USED CARS ONLY**  
 ALL USED CARS ARE SOLD AS REGISTERED. WHILE THE YEAR AND MODEL ARE ASSUMED TO BE CORRECT, IT IS NOT GUARANTEED. USED CAR BUYERS GUIDE AFFIXED TO WINDOW.  
 CHANTZ SCOTT KIA USED CAR SERVICE  
 THIS CAR SOLD ON 36 MONTH SERVICE WITH 40% OFF LABOR AND 10% OFF PARTS. ALL WORK DONE IN OUR SHOP. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, EXTENDING BEYOND TO DESCRIPTION OF THE VEHICLE AND ACCESSORIES. IT IS FURTHER UNDERSTOOD THAT SELLER HAS NOT INSPECTED THE VEHICLE FOR THE BENEFIT OF THE BUYER.  
 Customer Signature \_\_\_\_\_

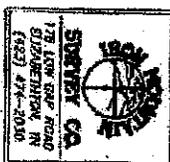
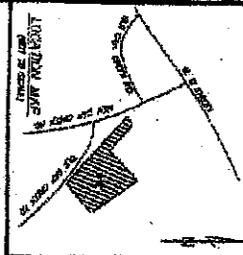
SALESMAN \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_

|             |       |      |
|-------------|-------|------|
| TRADE VALUE | COMM. | CASH |
|-------------|-------|------|

I hereby authorize Chantz Scott KIA to act on my behalf and arrange financing through any recognized financial institution.  
 BUYER \_\_\_\_\_

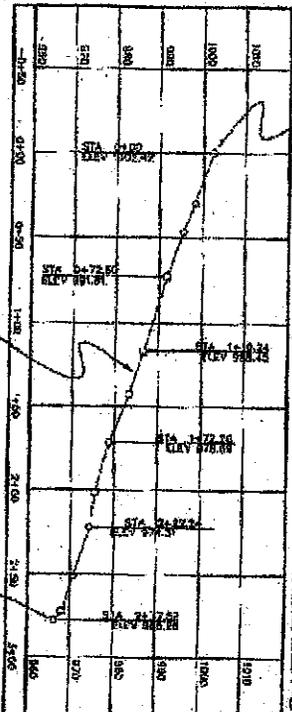
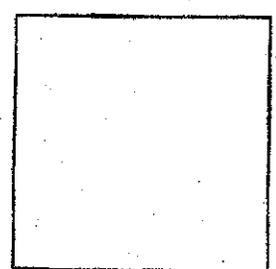
T. TRINH/D. DARR

# Survey

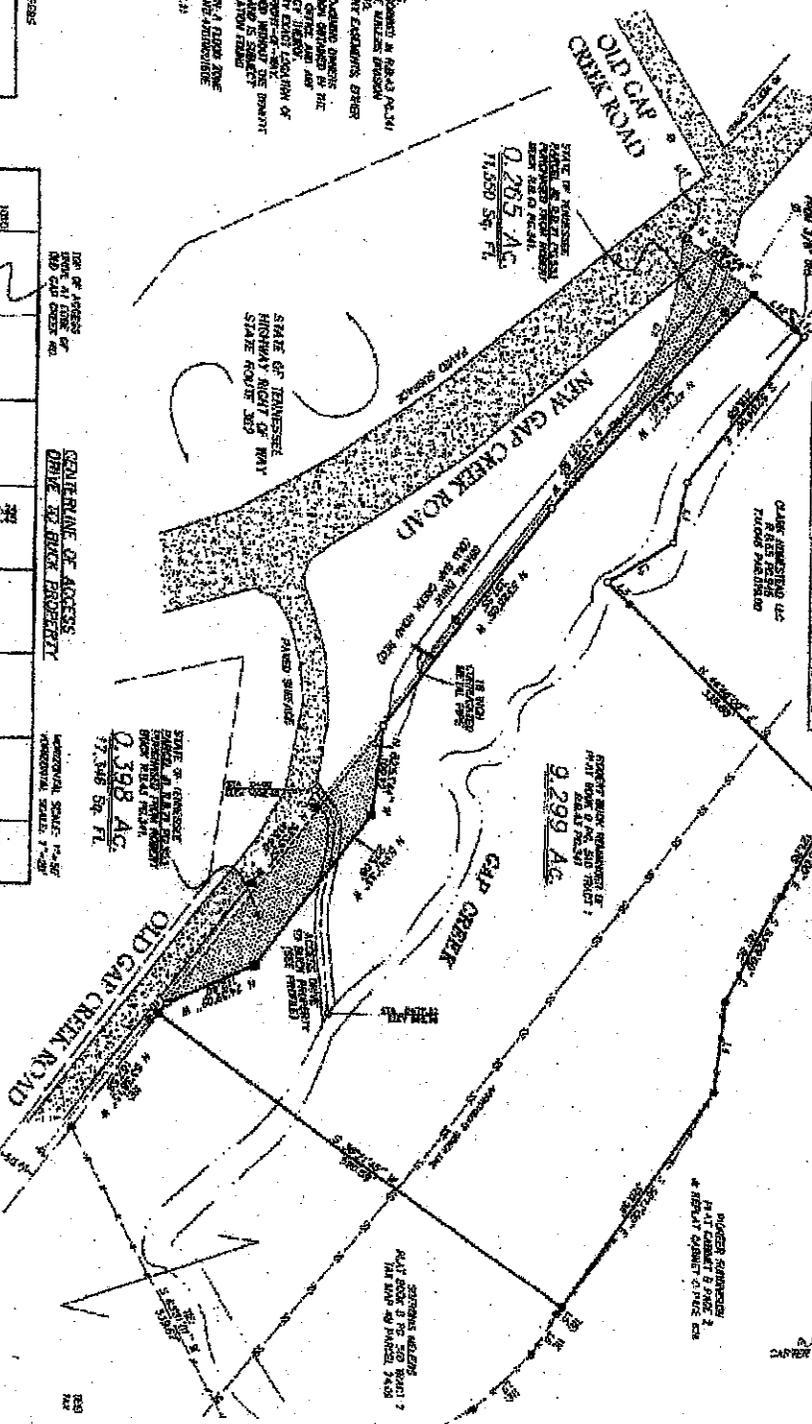


| NO. | ACRES | OWNER              | DATE     | REMARKS            |
|-----|-------|--------------------|----------|--------------------|
| 1   | 0.285 | STATE OF TENNESSEE | 11/25/50 | STATE OF TENNESSEE |
| 2   | 0.398 | STATE OF TENNESSEE | 11/25/50 | STATE OF TENNESSEE |
| 3   | 9.299 | STATE OF TENNESSEE | 11/25/50 | STATE OF TENNESSEE |
| 4   |       |                    |          |                    |
| 5   |       |                    |          |                    |
| 6   |       |                    |          |                    |
| 7   |       |                    |          |                    |
| 8   |       |                    |          |                    |
| 9   |       |                    |          |                    |
| 10  |       |                    |          |                    |
| 11  |       |                    |          |                    |
| 12  |       |                    |          |                    |
| 13  |       |                    |          |                    |
| 14  |       |                    |          |                    |
| 15  |       |                    |          |                    |
| 16  |       |                    |          |                    |
| 17  |       |                    |          |                    |
| 18  |       |                    |          |                    |
| 19  |       |                    |          |                    |
| 20  |       |                    |          |                    |

1. THIS IS PROPERTY SURVEYED IN 1950 BY R. K. BUCK & C. J. BUCK, SURVEYORS, AND IS BEING RE-SURVEYED BY THE ABOVE NAMED SURVEYORS.
2. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
3. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
4. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
5. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
6. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
7. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
8. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
9. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
10. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
11. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
12. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
13. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
14. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
15. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
16. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
17. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
18. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
19. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.
20. THIS PROPERTY WAS ACQUIRED BY THE STATE OF TENNESSEE BY PURCHASE FROM THE ABOVE NAMED SURVEYORS.



1. HIGHEST CORNER IS CORNER OF THE STATE OF TENNESSEE AND IS BEING RE-SURVEYED BY THE ABOVE NAMED SURVEYORS.



**SURVEY OF THE**  
**PROPERTY**  
**OF**  
**ROBERT K. & CAROLYN J. BUCK**  
**TO SHOW PROPERTY PURCHASED**  
**BY THE STATE OF TENNESSEE**  
**6TH CIVIL DISTRICT**  
**CARTER COUNTY, TENNESSEE**  
**SURVEYED SEPTEMBER 29, 2015**

PLAT NUMBER 2 PAGE 2 OF 2  
 CARTER COUNTY REGISTER 2015

# LAND APPRAISAL SUMMARY REPORT

INDV6317

File No.: INDV6317

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

|   |                         |   |
|---|-------------------------|---|
| Data Source(s): <b>MLS &amp; Public Records</b> |                         | Analysis of sale/transfer history and/or any current agreement of sale/listing: <b>Subject has not sold or transferred within the past 36 months.</b> |
| 1st Prior Subject Sale/Transfer                 | Date: <b>10/04/2010</b> |   |
| Price: <b>0</b>                                 |                         | None of the sales have sold or transferred within the prior twelve months.  |
| Source(s): <b>Public Records</b>                |                         |   |
| 2nd Prior Subject Sale/Transfer                 | Date: <b>05/03/2010</b> |   |
| Price: <b>0</b>                                 |                         |   |
| Source(s): <b>Public Records</b>                |                         |   |

| FEATURE                              | SUBJECT PROPERTY                             | COMPARABLE NO. 1  |                | COMPARABLE NO. 2  |                | COMPARABLE NO. 3  |                |
|--------------------------------------|--|---|----------------|---|----------------|---|----------------|
| Address                              | TBD Gap Creek Road<br>Elizabethton, TN 37643 | Mary Patton Hwy & Gap Creek Rd<br>Elizabethton, TN 37643            |                | TBD Mary Patton Hwy<br>Elizabethton, TN 37643                       |                | 362 Jim Elliott Rd<br>Elizabethton, TN 37643                        |                |
| Proximity to Subject                 |  | 0.73 miles SE   |                | 0.71 miles SE   |                | 2.08 miles S  |                |
| Sale Price                           | \$   | \$ 140,000  |                | \$ 97,000   |                | \$ 120,000  |                |
| Price/ Acre                          | \$   | \$ 25,134.65  |                | \$ 10,000.00  |                | \$ 7,931.26   |                |
| Data Source(s)                       | N/A  | "Drive By" Inspection   |                | "Drive By" Inspection   |                | "Drive By" Inspection   |                |
| Verification Source(s)               | N/A  | Tax Records   |                | Tax Records   |                | Tax Records   |                |
| VALUE ADJUSTMENT                     | DESCRIPTION                                  | DESCRIPTION   | +(-) \$ Adjust | DESCRIPTION   | +(-) \$ Adjust | DESCRIPTION   | +(-) \$ Adjust |
| Sales or Financing                   | N/A  | Cash  |                | Cash  |                | Conventional  |                |
| Concessions                          | N/A  | 0   |                | 0   |                | 0   |                |
| Date of Sale/Time                    |  | 07/2017   |                | 01/2015   | +5,335         | 06/2016   |                |
| Rights Appraised                     | Fee Simple                                   | Fee Simple  |                | Fee Simple  |                | Fee Simple  |                |
| Location                             | Suburban                                     | Suburban  |                | Suburban  |                | Suburban  | +12,000        |
| Site Area (In Acres)                 | 9.299  | 5.57  | +18,645        | 9.7   | -2,005         | 15.13   | -29,100        |
| Utilities                            | All Public Available                         | Public  |                | Similar   |                | Water, Elect, Public  | +3,000         |
| Topography                           | Level to Sloping to Steep                    | Superior  | -14,000        | Sloping to Rolling  |                | Sloping to Rolling  |                |
| Road Frontage                        | 672'   | 634' 2 Roads  | -29,800        | 466'  | +10,300        | 111'  | +28,000        |
| Features                             | Pasture, Creek                               | Pasture   | +1,000         | Pasture   | +1,000         | Pasture   | +1,000         |
| Features                             | Sewer Easement                               | None  | -7,500         | None  | -7,500         | None  | -7,500         |
| Net Adjustment (Total, In \$)        |  | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ | -31,655        | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ | 7,130          | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ | 7,390          |
| Adjusted Sale Price (In \$)          |  |   | \$ 108,345     |   | \$ 104,130     |   | \$ 127,390     |
| Summary of Sales Comparison Approach | See addendum.                                |   |                |   |                |   |                |

**PROJECT INFORMATION FOR PUDs (if applicable)**  The Subject is part of a Planned Unit Development.  
 Legal Name of Project: \_\_\_\_\_  
 Describe common elements and recreational facilities: \_\_\_\_\_

Indicated Value by: Sales Comparison Approach \$ **112,000** or \$ **12,044.31** per Acre  
 Final Reconciliation: All comparables will be given consideration.

This appraisal is made  "as is", or  subject to the following conditions: \_\_\_\_\_

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.  
 based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications,  
 (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this appraisal:  
**112,000**, as of: **11/16/2017**, which is the effective date of this appraisal.  
 indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains **20** pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:  
 Limiting cond./Certifications  Narrative Addendum  Location Map(s)  Flood Addendum  Scope of Work  Additional Sales

**DECEMBER TERM 2017**



**Carter County  
General Fund 101  
Budget Amendment #6  
11-Dec-17**

Item #1      39000 Unassigned Fund Balance      \$44,000.00      Decrease  
                  56700-590 Transfers to Other Funds      \$44,000.00      Increase

**Transfer from General Fund Balance to Parks & Rec for purchase of land.**

Item #2      34154 Lit. Tax-Jail, Workhouse, Courthouse      \$ 8,000.00      Decrease  
                  51800-304 Architects      \$ 8,000.00      Increase

**Allocate for courthouse single point of entry architect fees.**

Item #3      39000 Unassigned Fund Balance      \$ 6,714.00      Decrease  
                  56700-590 Transfers to Other Funds      \$ 6,714.00      Increase

**Transfer from General Fund Balance to Parks & Rec flood damage not covered by insurance.**

Item #4      34551 Reserved for Animal Shelter "Snoop Fund"      \$14,860.00      Decrease  
                  55120-304 Architects      \$14,860.00      Increase

**Allocate for dog run architect fees.**

Total      \$ 73,574.00      \$ 73,574.00  
 Amount from Fund Balance      \$ 50,714.00

**Carter County  
Drug Fund 122  
Budget Amendment #5  
11-Dec-17**

Item #1      46810 Donations      \$ 367.60      Increase  
                  54110-401 Animal Food & Supplies      \$ 367.60      Increase

**Recognize donation for K-9 expenses.**

Total      \$ 367.60      \$ 367.60

**Carter County  
Drug Fund 122  
Budget Amendment #6  
11-Dec-17**

|         |                               |  |              |                       |
|---------|-------------------------------|--|--------------|-----------------------|
| Item #1 | 39000 Unassigned Fund Balance |  | \$ 24,720.00 |                       |
|         | 54110-718 Motor Vehicles      |  |              | \$ 24,720.00 Decrease |

Allocate for the lease of three SUVs.

---

|  |       |              |              |  |
|--|-------|--------------|--------------|--|
|  | Total | \$ 24,720.00 | \$ 24,720.00 |  |
|--|-------|--------------|--------------|--|

**Carter County  
General Purpose School Fund 141  
Amendment #6  
19-Dec-17**

|         |   |              |             |                      |
|---------|---|--------------|-------------|----------------------|
| Item #1 | 72250-355 Travel                        |              | \$ 7,500.00 | Decrease             |
|         | 72250-399 Other Contracted Services     |              |             | Increase             |
|         | 72250-524 In-Service/ Staff Development | \$ 10,000.00 |             | \$ 2,500.00 Decrease |

Reallocate within the Technology budget.

---

|  |       |              |              |  |
|--|-------|--------------|--------------|--|
|  | Total | \$ 10,000.00 | \$ 10,000.00 |  |
|--|-------|--------------|--------------|--|

From Fund Balance \$

**Carter County  
Sports & Recreation Fund 123  
Budget Amendment #1  
11-Dec-17**

|         |                               |              |              |                      |
|---------|-------------------------------|--------------|--------------|----------------------|
| Item #1 | 49800 Transfers In            |              | \$ 44,000.00 | Increase             |
|         | 39000 Unassigned Fund Balance |              |              | \$ 6,000.00 Decrease |
|         | 56700-715 Land                |              |              | Increase             |
|         |                               | \$ 50,000.00 |              |                      |

Allocate funds for purchase of land.

---

|         |                         |             |             |          |
|---------|-------------------------|-------------|-------------|----------|
| Item #2 | 49800 Transfer In       |             | \$ 6,714.00 | Increase |
|         | 56700-599 Other Charges |             |             | Increase |
|         |                         | \$ 6,714.00 |             |          |

Transfer from General Fund Balance to Parks & Rec flood damage not covered by insurance.

---

|  |                          |              |              |  |
|--|--------------------------|--------------|--------------|--|
|  | Total                    | \$ 56,714.00 | \$ 56,714.00 |  |
|  | Amount from Fund Balance |              | \$ 6,000.00  |  |

COUNTY ATTORNEY REPORT  
December 2017

General Litigation update:

1. Cecil H. Perry, III and wife, Bobbie Perry v. Carter County, Tennessee and Barney Brown, Constable

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Highway Department- Finalize and record easement from U.S. Forest Service on Dennis Cove Road
3. Sheriff's Office- Research regarding county vehicle issue; Research regarding sentencing and time calculation issue.
4. County Trustee- Assistance regarding employment law issue.
5. Planning office- Assistance with completion of process to adopt residential building/plumbing/electrical codes.
6. Highway Committee- Completion of ROW Deed for Rhododendron Lane to present to Commission for final adoption.
7. Animal Shelter Board – Research various issues; Attend Board meeting; review of investigative report.
8. Financial Management Committee – Attended committee meeting.
9. Industrial Development Board- Research various issues for committee members.
10. Finance Department- Research and correspondence re: FMLA issue and ADA issue.
11. County Commission- Research permissible compensation for service on committees.
12. Research and draft of Attendance and compensation Resolution for Rules & Bylaws committee.
13. Research and contact Chamber Attorney re: potential Carter County Proud MOU.
14. Finalize Cooperation Agreement for 911 services.

DECEMBER TERM 2017

This Page Is

Left Blank

Intentionally