



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

WEDNESDAY, NOVEMBER 27, 2013 - BARTLETT CITY HALL - 6:00 PM

NEW BUSINESS

- 1 Agreement of Compromise and Settlement. (Ed McKenney, City Attorney)**
- 2 Quit Claim Deed for I I School Buildings. (Ed McKenney, City Attorney)**
- 3 Exhibit B: Representations and Covenants related to agreement of Compromise and Settlement (Ed McKenney, City Attorney)**

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/27/13 06:00 PM

Department: Legal

Category: Agreement

Prepared By: Stefanie McGee

Department Head: Ed McKenney

Agreement of Compromise and Settlement.

AGREEMENT OF COMPROMISE AND SETTLEMENT

This Agreement is entered into by the Board of Commissioners of Shelby County (the "County Commission"), Shelby County, Tennessee ("the County"), the Shelby County Board of Education (the "County Board of Education"), the **City of Bartlett**, Tennessee (the "City"), and the Bartlett Board of Education (the "Bartlett Board") (hereinafter referred collectively as "the Parties").

WHEREAS, the County Commission has sued the City and others in the United States District Court for the Western District of Tennessee (Docket No. 11-2101) alleging that the City's efforts to create its own municipal school district is illegal because they are motivated by racially-discriminatory intent and violative of various constitutional provisions (the "Pending Litigation"); and

WHEREAS, the City has denied the allegations of the Pending Litigation and vigorously defended against all claims that its actions are illegal; and

WHEREAS, this Agreement of Settlement and Compromise is intended to resolve all claims and contentions between the Parties concerning the creation of a municipal school district in the City which are or could be alleged in the Pending Litigation; and

THEREFORE, in view of the good and valuable consideration stated above, the sufficiency of which is hereby acknowledged by the Parties, it is AGREED that:

1. Pursuant to Tennessee Code Annotated § 49-2-127 and Chapter 256 of the Public Acts of 2013, the City shall create a new municipal school district, which system shall commence instruction no earlier than August 1, 2014.
2. The Bartlett Board of Education shall provide for the supervision, management, and operation of Altruria Elementary School, Appling Middle School, Bartlett Elementary School, Bartlett High School, Bon Lin Elementary School, Bon Lin Middle School, Ellendale Elementary School, Elmore Park Middle School, Oak Elementary School, Rivercrest Elementary School and Shadowlawn Middle School (the "City Schools").
3. The Bartlett Board of Education shall receive and control all local, state, and federal funding that it is due to operate the Bartlett Board of Education pursuant to applicable law.
4. The boundaries of the Bartlett Municipal School District shall be coextensive with the boundaries of the City of Bartlett as the City's boundaries may change from time to time.

5. The Shelby County Board of Education shall deed Altruria Elementary School, Appling Middle School, Bartlett Elementary School, Bartlett High School, Bon Lin Elementary School, Bon Lin Middle School, Ellendale Elementary School, Elmore Park Middle School, Oak Elementary School, Rivercrest Elementary School and Shadowlawn Middle School to the Bartlett Board of Education pursuant to the terms and conditions of the Deed, attached hereto as Exhibit "A" upon written certification by the Bartlett Board of Education that it will commence educating students in the Fall term of the 2014-2015 school year; provided that in no event shall said buildings be deeded prior to May 31, 2014.
6. The Shelby County Board of Education shall convey, by bill of sale, all unencumbered furniture, fixtures, books, supplies and equipment contained within or on the grounds of Altruria Elementary School, Appling Middle School, Bartlett Elementary School, Bartlett High School, Bon Lin Elementary School, Bon Lin Middle School, Ellendale Elementary School, Elmore Park Middle School, Oak Elementary School, Rivercrest Elementary School and Shadowlawn Middle School as of the effective date of this Agreement (such items to include but not be limited to all "FF&E" as that accounting term is utilized in connection with the books and records of the Shelby County Board of Education); provided that in no event shall said furniture, fixtures and/or equipment be conveyed prior to May 31, 2014. The Bartlett Board of Education shall retain all right, title and interest in any and all student activity general funds held at each respective school described above as provided for by Tennessee law including but not limited to T.C.A. § 49-2-110 and any and all rules and regulations of the Tennessee State Comptroller.
7. The Bartlett Board of Education agrees to pay the Shelby County Board of Education Six Hundred Eight Thousand, One Hundred Ninety-Three Dollars (\$608,193) per calendar year for twelve (12) years with the first payment paid by November 1, 2014 and the remaining payments by November 1 of each year following. The parties agree that if any of the twelve (12) Six Hundred Eight Thousand, One Hundred Ninety-Three Dollars (\$608,193) payments are not received by the Shelby County Board of Education by November 1 of each year commencing on November 1, 2014, the buildings and property described in numbered Paragraph 5 of this Agreement shall revert to the Shelby County Board of Education in accordance with the provisions set forth in the Deed. The commencement of said payments are contingent upon the Bartlett Board of Education commencing the education of students in the Fall term of the 2014-2015 school year; otherwise the payments shall begin in November of the school year in which the Bartlett Board of Education commences educating students. The payments required by this paragraph shall not be made as consideration for the transfer of title contemplated in Paragraph 5, but are instead made in return for the other promises and covenants contained herein.
8. The County Commission agrees that it will not reduce or supplant the County Commission's maintenance of effort responsibility to the County Board of Education as a result of the payments made by the Bartlett Board of Education to the Shelby County

Board of Education as set forth in numbered Paragraph 7 of the Agreement. However, the County Board of Education agrees that the payments made by the Bartlett Board of Education to the Shelby County Board of Education as set forth in numbered Paragraph 7 of the Agreement shall be used by the County Board of Education to reduce its retiree health and life insurance liabilities incurred as of May 31, 2014.

9. Except as to the obligations imposed herein, the Parties hereby release, remit and discharge any and all claims, demands, and causes of action that have been asserted in the Pending Litigation, or that could have been asserted in the Pending Litigation, whether known or unknown, that they may have now, or may have in the future, against each other arising in any way out of the creation of a municipal school district in the City of Bartlett.
10. This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their successors and assigns. This Agreement is not intended to create rights or any form or causes of action for any other party (not a signatory to this Agreement). It may only be amended by signed consent of each of the Parties upon approval of the Court.
11. The County Commission agrees to dismiss with prejudice all claims as to the City of Bartlett in the Pending Litigation, with each Party to bear its own costs and fees.
12. The Parties agree that the exclusive venue for any dispute or controversy regarding this Agreement shall be the United States District Court for the Western District of Tennessee Western Division.
13. The signatories to this Agreement warrant and represent that they have the full and proper authorization to affix their signature to this document on behalf of the entity that they represent.
14. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

**THE BOARD OF COUNTY COMMISSIONERS
OF SHELBY COUNTY, TENNESSEE**

By: _____
Chairman

Date: _____

THE SHELBY COUNTY BOARD OF EDUCATION

By: _____
Kevin Woods, Chairman

Date: _____

By: _____
Chris Caldwell, Vice Chairman

Date: _____

By: _____
Shante Avant, Member

Date: _____

By: _____
Billy Orgel, Member

Date: _____

By: _____
Teresa Jones, Member

Date: _____

THE CITY OF BARTLETT

By: _____
Mayor

Date: _____

BARTLETT BOARD OF EDUCATION

By: _____
Jeff Norris, Member

Date: _____

By: _____
Erin Berry, Member

Date: _____

By: _____
Shirley Jackson, Member

Date: _____

By: _____
Bryan Woodruff, Member

Date: _____

By: _____
David Cook, Member

Date: _____

By: _____
David A. Pickler, Member

Date: _____

Shelby County, Tennessee

By: _____
Mayor

Date: _____

By: _____
David Reaves, Member

Date: _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/27/13 06:00 PM

Department: Legal

Category: Agreement

Prepared By: Stefanie McGee

Department Head: Ed McKenney

Quit Claim Deed for 11 School Buildings.

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made and entered into on this 2nd day of June, 2014, by and between **SHELBY COUNTY BOARD OF EDUCATION**, party of the first part, and **BARTLETT BOARD OF EDUCATION**, the party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said party of the first part does hereby bargain, sell, remise, convey, and quit claim, unto the party of the second part all of the party of the first part's right, title and interest in and to the following described real estate (the "Property"), situated and being in the City of Bartlett, Shelby County, State of Tennessee, to wit:

See **EXHIBIT "A"**, which includes Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9 and A-10, attached hereto and made a part hereof for a more particular description of said Property.

This conveyance is made subject to: (i) any and all liens, encumbrances, easements, rights of way, parts of property underlying rights of way, and any other matters of record in the Register's Office of Shelby County, Tennessee, and (ii) any and all unrecorded liens, encumbrances, easements, rights of way, and other such documents affecting title pertaining to the Property.

Attached hereto as **EXHIBIT "B"**, and incorporated herewith, is a Right of Reverter which is an integral part of this Quitclaim Deed.

The party of the first part and the party of the second part shall also include each of their respective successors, successors in interest, successors by merger, assigns, and, in the case of the party of the second part, any person, firm, joint venturer, partner, corporation, limited liability company, limited liability entity, trust, or other entity of any type which may be operating all or part of any one or more of the schools listed on **EXHIBIT "A"**.

IN WITNESS WHEREOF, the party of the first part has executed this Quitclaim Deed on the day and year first above written.

SHELBY COUNTY BOARD OF EDUCATION

By: _____
Kevin Woods, Chairman

By: _____
Shante Avant, Board Member

By: _____
Chris Caldwell, Board Member

By: _____
Teresa Jones, Board Member

By: _____
Billy Orgel, Board Member

By: _____
David A. Pickler, Board Member

By: _____
David Reaves, Board Member

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Kevin Woods, Chairman of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chairman of the Shelby County Board of Education, the within named bargainor, and that such he as such Chairman, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Shante Avant, Board Member of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Board Member of the Shelby County Board of Education, the within named bargainor, and that such she as such Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Chris Caldwell, Board Member of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Board Member of the Shelby County Board of Education, the within named bargainor, and that such he as such Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Teresa Jones, Board Member of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Board Member of the Shelby County Board of Education, the within named bargainor, and that such she as such Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Billy Orgel, Board Member of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Board Member of the Shelby County Board of Education, the within named bargainor, and that such he as such Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared David A. Pickler, Board Member of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Board Member of the Shelby County Board of Education, the within named bargainor, and that such he as such Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared David Reaves, Board Member of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Board Member of the Shelby County Board of Education, the within named bargainor, and that such he as such Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

BARTLETT BOARD OF EDUCATION

The undersigned, being all of the properly elected members of the Bartlett Board of Education, being duly authorized, do accept the conveyance as set forth in this Quit Claim Deed, and further expressly acknowledge, accept, and agree to the Right of Reverter to, in favor of, and for the benefit of the party of the first part, said Right of Reverter being attached hereto as **EXHIBIT "B"**.

BARTLETT BOARD OF EDUCATION

By: _____
Erin Elliott Berry, Position 2 Board Member

By: _____
David Cook, Position 5 Board Member

By: _____
Shirley K. Jackson, Position 3 Board Member

By: _____
Jeff Norris, Position 1 Board Member

By: _____
Bryan Woodruff, Position 4 Board Member

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Erin Elliott Berry, Position 2 Board Member of the Bartlett Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Position 2 Board Member of the Bartlett Board of Education, the within named bargainor, and that such she as such Position 2 Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Bartlett Board of Education as its Position 2 Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared David Cook, Position 5 Board Member of the Bartlett Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Position 5 Board Member of the Bartlett Board of Education, the within named bargainor, and that such he as such Position 5 Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Bartlett Board of Education as its Position 5 Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Shirley K. Jackson, Position 3 Board Member of the Bartlett Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Position 3 Board Member of the Bartlett Board of Education, the within named bargainor, and that such she as such Position 3 Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Bartlett Board of Education as its Position 3 Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Jeff Norris, Position 1 Board Member of the Bartlett Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Position 1 Board Member of the Bartlett Board of Education, the within named bargainor, and that such he as such Position 1 Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Bartlett Board of Education as its Position 1 Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Bryan Woodruff, Position 4 Board Member of the Bartlett Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Position 4 Board Member of the Bartlett Board of Education, the within named bargainor, and that such he as such Position 4 Board Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Bartlett Board of Education as its Position 4 Board Member.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd day of June, 2014.

Notary Public
My Commission Expires: _____

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

THIS INSTRUMENT HAS BEEN PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR ABSTRACT

(FOR RECORDING DATA ONLY)

Property Address: See Exhibit "A" Property Owner and Send Tax Bills To: _____ _____ _____ Parcel ID No.: See Exhibit "A" Prepared by and Return to: Robert L. Dinkelspiel/M. Wayne Mink, Jr., Dinkelspiel, Rasmussen & Mink, PLLC 1669 Kirby Parkway, Suite 106 Memphis, Tennessee 38120	I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is \$-0-. _____ Affiant Subscribed and sworn to before me this 2nd day of June, 2014. _____ Notary Public My Commission Expires: _____ This deed is exempt from the payment of recordation taxes pursuant to Tenn. Code Ann. § 67-4-409(f)(1).
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Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The attached Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9 and A-10 are legal descriptions for the following school properties:

1. Exhibit A-1 – Bartlett High School

Mailing address: 5688 Woodlawn Street
Bartlett, TN 38134

Address per Shelby
County Assessor Office: 5688 Woodlawn Street
Bartlett, TN 38134

2. Exhibit A-2 – Appling Middle School

Mailing address: 3700 Appling Road
Bartlett, TN 38133

Address per Shelby
County Assessor Office: 0 Appling Road
Bartlett, TN

3. Exhibit A-3 – Bon Lin Middle School & Bon Lin Elementary School

Mailing address: 3862 North Germantown Road (Bon Lin Middle)
Bartlett, TN 38133

3940 North Germantown Road (Bon Lin Elementary)
Bartlett, TN 38133

Address per Shelby
County Assessor Office: 0 Germantown Road
Bartlett, TN

4. Exhibit A-4 – Elmore Park Middle School

Mailing address: 6330 Althorne Road
Bartlett, TN 38134

Address per Shelby
County Assessor Office: 0 Mars Ave
Bartlett, TN

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

5. Exhibit A-5 – Shadowlawn Middle School

Mailing address: 4734 Shadowlawn Road
Arlington, TN 38002

Address per Shelby
County Assessor Office: 0 Guy Road
Bartlett, TN

6. Exhibit A-6 – Altruria Elementary School

Mailing address: 6641 Deermont Drive
Bartlett, TN 38135

Address per Shelby
County Assessor Office: 6641 Deermont Drive
Bartlett, TN 38135

7. Exhibit A-7 – Bartlett Elementary School

Mailing address: 3932 Billy Maher Road
Bartlett, TN 38135

Address per Shelby
County Assessor Office: 0 St. Elmo Road
Bartlett, TN

8. Exhibit A-8 – Ellendale Elementary School

Mailing address: 6950 Dawnhill Road
Bartlett, TN 38135

Address per Shelby
County Assessor Office: 6950 Dawnhill Road
Bartlett, TN 38135

9. Exhibit A-9 – Oak Elementary School

Mailing address: 3573 Oak Road
Bartlett, TN 38135

Address per Shelby
County Assessor Office: 0 Oak Road
Bartlett, TN 38135

10. Exhibit A-10 – Rivercrest Elementary School

Mailing address: 4825 Rivercrest Lane
Bartlett, TN 38135

Address per Shelby
County Assessor Office: Old Brownsville Road
Bartlett, TN

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-1
BARTLETT HIGH SCHOOL

Parcel 1

Lots 58, 59 and 60, and the south 114.74 feet of Lots 54, 55, 56 and 57, on the Plan of Town of Bartlett, in Shelby County, Tennessee, as shown on plat of record in Plat Book 1, Page 55, in the Register's Office of Shelby County, Tennessee, more particularly described as follows: BEGINNING at a railroad spike in the intersection of the west line of Court Street with the north line of Woodlawn Street; thence northwardly along the west line of Court Street 114.74 feet to a chisel mark; thence westwardly parallel to Woodlawn Street 132 feet to an iron stake; thence northwardly parallel to Court Street 10 feet to an iron stake; thence westwardly parallel to Woodlawn Street 132 feet to an iron stake; thence southwardly parallel to Court Street 124.74 feet to an iron stake in the north line of Woodlawn Street; thence eastwardly along the north line of Woodlawn Street 264 feet to the point of beginning.

Being the same property conveyed in Warranty Deed, dated August 17, 1977, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. M4 8047.

Parcel No. B0156 00241

Parcel 2

That part of Shelby Street, in the Town of Bartlett, lying immediately north of Woodlawn Avenue, and running north one hundred and fifty (150) feet, to be used by the said Shelby County Board of Education as a part of the lot on which is to be constructed a new school building in the said town of Bartlett.

Being the same property conveyed in Warranty Deed, dated January 1, 1917, and of record in the Register's Office of Shelby County, Tennessee, in Book 0673, Page 188.

Part of Parcel No. B0156 00242

That part of Shelby Street, in the Town of Bartlett, lying immediately north of Woodlawn Avenue, and running north one hundred and fifty (150) feet, to be used by the said Shelby County Board of Education as a part of the lot on which is to be constructed a new school building in the said town of Bartlett.

Being the same property conveyed in Warranty Deed, dated July 11, 1917, and of record in the Register's Office of Shelby County, Tennessee, in Book 0681, Page 311.

Part of Parcel No. B0156 00242

Lots 46, 47, 48 and 49 as shown on the Plat of the Town of Bartlett in Plat Book No. 1, Page 55, Register's Office of Shelby County, Tennessee.

Being the same property conveyed in Warranty Deed, dated April 28, 1927, and of record in the Register's Office of Shelby County, Tennessee, in Book 1139, Page 89.

Part of Parcel No. B0156 00242

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Beginning at a stake in the west line of Shelby Street, 160 feet north of the north line of Woodlawn Street; thence north and with the west line of Shelby Street 106.84 feet; thence east 50 feet to a stake in the east line of Shelby Street; thence south and with the east line of Shelby Street 106.84 feet to a point 150 feet north of the north line of Woodlawn Street; thence west 50 feet to the point of beginning, and containing 0.12 acres.

Being the same property conveyed in Warranty Deed, dated January 31, 1934, and of record in the Register's Office of Shelby County, Tennessee, in Book 1422, Page 573.

Part of Parcel No. B0156 00242

has bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part, the following described real estate in the City of Memphis, Shelby County, Tennessee, to-wit: *Plots 34, 37, 38, 39, 44 and 46, in the Plan of the Town of Bartlett in said Shelby County, as shown and designated on plat of said town of record in Plat Book 1, page 55 in the Register's Office of Shelby County, Tennessee; the property herein conveyed being particularly described as follows: Beginning at the intersection of the east line of Shelby Street and the south line of Blackwell Street, as shown on said plat along the northeast corner of said Plot 39; thence easterly along the north line of Blackwell Street 127.68 feet to the west line of an alley or street sometimes called Brooks Street; being the east line of Plot 31; thence southerly along the west line of said Brooks Street being the east line of Plots 31, 36, 39 and 44, 272.78 feet to the northeast corner of Plot 48 and shown on said plat; thence westerly with the north line of Plot 48, 49, 47 and 46 as shown on said plat 426.36 feet with east line of Shelby St. to the northeast corner of Plot 46 on said plat; thence northerly along the east line of Shelby Street 77.98 feet to the beginning, containing 9.58 acres. Plots 34, 37, 38, 39, 44 and 46, are heretofore conveyed by warranty deed from Thomas J. Bartlett and wife to Dr. M. Blackwell, of record in Book 397, page 125 in said Register's Office and inherited by their son, herein from the said Dr. M. Blackwell hereafter, who being his sole and only heir at law. Plots 30 and 31, were conveyed to the grantor herein by warranty deed from Nicholas B. Miller, et al of Book 812, page 56, and to hold the premises hereunto, together with all appurtenances and hereditaments thereto belonging, or in any wise appertaining.*

Being the same property conveyed in Warranty Deed, dated November 3, 1937, and of record in the Register's Office of Shelby County, Tennessee, in Book 1570, Page 395.

Part of Parcel No. B0156 00242

That part of the Town Square of Bartlett, Tennessee that lies north of Woodlawn Street in said town, as said street projects through said Square in accordance with a survey made by St. George Richardson dated February 9, 1944, and containing 1.23 acres, more or less, being more particularly described as follows:

BEGINNING at a point, the intersection of the north line of Woodlawn Street with the east line of the original Town Square of Bartlett, Tennessee; thence west 10.7 feet to a point; thence south 45 degrees west 97.1 feet to a point; thence along a curve to the right with a radius of 95.0 feet a distance of 143.5 feet to a point; thence north along the tangent of said curve 110.1 feet to a point; thence west 3.5 feet to a point; thence north along the east line of Lots 51, 52 and 53 of the original plan of the Town of Bartlett 124.74 feet; thence eastwardly along the south line of Lots 47, 48, 49, 50, 51 and 52 of the original plan of the Town of Bartlett 296.6 feet to a point; thence south along the west line of Lots 58, 59 and 60 of the original plan of the Town of Bartlett 124.74 feet to the point of beginning, containing 1.23 acres, more or less.

Being the same property conveyed in Warranty Deed, dated November 9, 1950, and of record in the Register's Office of Shelby County, Tennessee, in Book 2649, Page 253.

Part of Parcel No. B0156 00242

Lots 50, 51 and 52 of the plan of the Town of Bartlett as same appears of record in Plat Book 1, page 55, of the Register's Office, Shelby County, Tennessee, said lots fronting 125.15 feet on the north side of the Courthouse Square and running back between parallel lines 130 feet and being the same property conveyed by warranty deed in Book 23-2, page 22 of the Register's Office, of Shelby County, Tennessee.

Being the same property conveyed in Warranty Deed, dated December 15, 1950, and of record in the Register's Office of Shelby County, Tennessee, in Book 2652, Page 23.

Part of Parcel No. B0156 00242

Lots 94, 95 and 96 and East 29.5 feet of Lots 97, 98 and 99, as shown on Plan of Bartlett, Tennessee, more particularly described as follows:

beginning at an iron pin, the intersection of south line of Blackwell Street (not open) and the west line of Shelby Street (not open); thence with the west line of Shelby Street southwardly 617.75 feet to an iron pin, the east corner of Lot 21 and 24; thence with the south line of Lot 24 and 44 westwardly 114.5 feet to an iron pin; thence parallel to the west line of Shelby Street northwardly 117.75 feet to an iron pin in the south line of Blackwell Street (not open); thence with the south line of said street eastwardly 224.5 feet to the beginning, containing 7.33 acres of land.

Being the same property conveyed in Warranty Deed, dated January 10, 1962, and of record in the Register's Office of Shelby County, Tennessee, in Book 4632, Page 568.

Part of Parcel No. B0156 00242

Exhibit A-2
APPLING MIDDLE SCHOOL

A portion of a tract of land described in Warranty Deed of record as Instrument Number CB 9197, in the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

COMMENCING at the intersection of the center line of Appling Road (84 feet wide) and Southern Way (40 feet wide); thence along the center line of New Appling Road the following two courses, to-wit: thence North 00 degrees 38 minutes 00 seconds West, a distance of 612.31 feet to the beginning of a curve having a radius of 1400.00 feet and a central angle of 08 degrees 23 minutes 26 seconds; thence Northerly along the arc of said curve to the left, a distance of 205.02 feet, said arc subtended by a chord which bears North 04 degrees 49 minutes 43 seconds West, a distance of 204.84 feet to the point of intersection with a non-tangent line; thence North 80 degrees 58 minutes 34 seconds East, a distance of 42.00 feet, to the point of beginning, said point being an iron pin set on the East Right-Of-Way line of New Appling Road (84 feet wide); thence Northerly on an arc of said curve to the left along said Right-Of-Way line, a distance of 483.63 feet, said arc subtended by a chord which bears North 18 degrees 37 minutes 56 seconds West, a distance of 481.36 feet to an iron pin set at point of reverse curvature, having a radius of 25.00 feet and a central angle of 88 degrees 02 minutes 49 seconds; thence Northwesterly along the arc of said curve to the right, a distance of 38.42 feet, said arc subtended by a chord which bears North 15 degrees 47 minutes 00 seconds East, a distance of 34.75 feet to the curve's end; thence North 59 degrees 48 minutes 24 seconds East, a distance of 179.33 feet to the beginning of a curve, having a radius of 835.00 feet and a central angle of 30 degrees 13 minutes 36 seconds; thence Northwesterly along the arc of said curve to the right, a distance of 440.51 feet, said arc subtended by a chord which bears North 74 degrees 55 minutes 12 seconds East, a distance of 435.42 feet to the curve's end; thence South 89 degrees 58 minutes 00 seconds East, a distance of 658.90 feet; thence South 00 degrees 04 minutes 48 seconds East, a distance of 699.38 feet; thence South 89 degrees 55 minutes 12 seconds West, a distance of 844.07 feet; thence North 88 degrees 10 minutes 04 seconds West, a distance of 247.01 feet to the point of beginning, containing 18.0418 acres of land, more or less.

Being the same property conveyed in Warranty Deed, dated May 17, 1994, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. EK 0848.

Parcel No. B0158X B00028

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-3
BON LIN MIDDLE SCHOOL & BON LIN ELEMENTARY SCHOOL

Commencing at the physical centerline intersection of Memphis-Arlington Road and Germantown Road (as improved); thence along the physical centerline of said Germantown Road in a non-tangent southeasterly direction along the arc of a curve to the left having a radius of 8202.00' (Long Chord = South 06 degrees 03 minutes 39 seconds East, 58.58') an arc distance of 58.58' to a point; thence radially departing from said physical centerline, North 83 degrees 44 minutes 05 seconds East a distance of 55.45' to a point on the improved east right of way line of said Germantown Road per TDOT project number 79052-2217-04, said point being the intersection of said east right of way line with the south line of the Laurance E. Batte and wife, Zeni Z. Batte property as recorded in Deed Book 1904, Page 538 at the Shelby County Register's Office, City of Memphis, State of Tennessee, said south line being the south line of the original W.B. Beaty 151.5 acres and the north line of the A.E. Beaty property as recorded in Deed Book 1982, Page 298 at said Register's Office; thence along said east right of way line in a southeasterly direction along a non-tangent curve to the left having a radius of 8146.55' (Long Chord = South 08 degrees 24 minutes 16 seconds East, 607.69') an arc length of 607.83' to a point being the intersection of said east right of way line with the north property line of the SCI Funeral Services of Tennessee, Inc. property as recorded in Instrument Number DA-6134 at said Register's Office, said point being the **TRUE POINT OF BEGINNING**; thence departing from said east right of way along said north line, South 89 degrees 25 minutes 36 seconds East a distance of 1342.14' to a found 2" iron pipe (found 1" iron pipe 0.43' South, 0.10' East) at the northeast corner of the SCI Funeral Services of Tennessee, Inc. property, said corner being common with the southeast corner of a portion of the A.E. Beaty property per Instrument Number 1982, page 298 at said Register's Office, said corner also being on the west line of the A.E. Beaty and Bettye Beaty Vaden property per Instrument Numbers CX-1287 and Y2-2955 in said Register's Office; thence along the most northerly east line of said SCI Funeral Services of Tennessee, Inc. property, South 00 degrees 35 minutes 06 seconds West a distance of 401.81' to a point in the center of an existing ditch (set iron pin w/ cap on line, 25' north), said point being an interior corner to said SCI Funeral Services of Tennessee, Inc. property, said point also being the northwest corner of the property as described in Deed Book 4794, Page 33 at said Register's Office; thence along the center of said existing ditch the following three (3) calls, South 68 degrees 37 minutes 55 seconds West a distance of 135.00' to a point, South 72 degrees 25 minutes 47 seconds West a distance of 919.79' to a point, South 55 degrees 25 minutes 50 seconds West a distance of 165.00' to a point on the original east right of way line of Germantown Road prior to improvements; thence along said original east right of way line, North 13 degrees 52 minutes 06 seconds West a distance of 727.09'

to a point where said original east right of way line intersects with the east right of way line of the improved Germantown Road per TDOT project number 79052-2217-04, said point being 55.45' east of the existing physical centerline, said point being a point of non-tangent curvature; thence in a northwesterly direction along the arc of a non-tangent curve to the right having a radius of 8146.55' (Long Chord = North 11 degrees 00 minutes 25 seconds West, 132.23') an arc distance of 132.23' to said **TRUE POINT OF BEGINNING**.

Being the same property conveyed in Special Warranty Deed, dated July 1, 2004, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. 04116924.

Parcel No. B0158 00922

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-4
ELMORE PARK MIDDLE SCHOOL

Parcel 1

The south 16.582 acres of East 60 acres of Lot One (1) of the partition of J. P. Ward Estate, in Shelby County, Tennessee, more particularly described as follows: BEGINNING at an old iron pin the southwest corner of said east 60 acres of J. P. Ward Estate; thence north 85 degrees 12 minutes east 826.9 feet to an old iron pin, the southeast corner of said east 60 acres; thence with the east line of 60 acres north 4 degrees 10 minutes west 869 feet to an iron pin; thence south 85 degrees 50 minutes west 826.8 feet to an iron pin in the west line of said 60 acre tract; thence with the west line of said 60 acre tract south 4 degrees 10 minutes east 878.2 feet to the beginning, containing 16.582 acres of land, and being a part of the property conveyed to the grantors herein by Warranty Deed of record in Book 1941, Page 112, in the Register's Office of Shelby County, Tennessee; less and excepting from the above described land .026 acres of land described as follows: BEGINNING at an old iron pin, the southeast corner of said 60 acre tract; thence south 85 degrees 12 minutes west 2.6 feet to a point in the west line of Kearney Subdivision; thence with the west line of Kearney Subdivision northwardly 869 feet to an iron pin in the east line of said 60 acre tract; thence with the east line of said tract south 4 degrees 10 minutes east 869 feet to the beginning, containing .026 acres of land.

Being the same property conveyed in Warranty Deed, dated May 7, 1957, and of record in the Register's Office of Shelby County, Tennessee, in Book 3804, Page 300.

Parcel No. B0157 00935

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Parcel 2PARCEL 1:

A strip of land between the south line of the east 60 acres of Lot One (1) of the partition of the J. P. Ward Estate, and the north line of Elmore Park Subdivision, more particularly described as follows:

Beginning at an old iron pin, the southwest corner of said 60 acre tract; thence north 85 degrees 12 minutes east with the south line of said 60 acres 824.3 feet to the west line of Kearney Subdivision; thence south with the west line of Kearney Subdivision 7.9 feet to the northeast corner of Elmore Park Subdivision; thence with the north line of Elmore Park Subdivision westwardly 824.3 feet to an iron pin; thence north 4 degrees 10 minutes east 7.4 feet to the beginning, containing 0.145 acres of land.

PARCEL 2:

Part of the east 60 acres of Lot One (1) of the partition of the J. P. Ward Estate, more particularly described as follows:

Beginning at an old iron pin, the southeast corner of said 60 acre tract; thence south 85 degrees 12 minutes west 2.6 feet to a point in the west line of Kearney Subdivision; thence with the west line of Kearney Subdivision northwardly 869 feet to an iron pin in the east line of said 60 acre tract; thence with the east line of said tract south 4 degrees 10 minutes east 869 feet to the beginning, containing .026 acres of land.

Being the same property conveyed in Quit Claim Deed, dated May 7, 1957, and of record in the Register's Office of Shelby County, Tennessee, in Book 3804, Page 298.

Part of Parcel No. B0157 00936

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

PARCEL 3

A strip of land between the south line of the east 60 acres of Lot One (1) of the partition of the J. P. Ward Estate, and the north line of Elmore Park Subdivision, more particularly described as follows:

Beginning at an old iron pin, the southwest corner of said 60 acre tract; thence north 85 degrees 12 minutes east with the south line of said 60 acres 824.3 feet to the west line of Kearney Subdivision; thence south with the west line of Kearney Subdivision 7.9 feet to the northeast corner of Elmore Park Subdivision; thence with the north line of Elmore Park Subdivision westwardly 824.3 feet to an iron pin; thence north 4 degrees 10 minutes east 7.4 feet to the beginning, containing 0.145 acres of land.,

Being the same property conveyed in Quit Claim Deed, dated May 2, 1957, and of record in the Register's Office of Shelby County, Tennessee, in Book 3842, Page 74.

Part of Parcel No. B0157 00936

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-5
SHADOWLAWN MIDDLE SCHOOL

Lot 1 (16.06 acres) of the Probate Court Division of Becton Lands, being more particularly described as follows:

Beginning at the intersection of Shadowlawn Road and Guy Road; thence easterly along the south line of Guy Road 1186 feet to a point; thence southwardly parallel to Shadowlawn Road 695.6 feet to a point; thence westwardly 535.5 feet to a point; thence northwardly parallel to Shadowlawn Road 200 feet to a point; thence westwardly 535.5 feet to a point in the east line of Shadowlawn Road; thence northwardly along said east line of Shadowlawn Road 493 feet to the intersection of Guy Road, the point of beginning.

Being the same property conveyed in Quit Claim Deed, dated June 6, 1957, and of record in the Register's Office of Shelby County, Tennessee, in Book 3849, Page 198.

Parcel No. B0149 00213

LESS AND EXCEPT:

Part of Lot 1 (16.06 acres) of the Probate Court Division of the Becton lands, being more particularly described as follows:

Beginning at the northwest corner of the Shelby County Board of Education property, as described in Warranty Deed Book 3849, Page 198 at the Shelby County Register's Office; said point being the intersection of the east line of Shadowlawn Road and the south line of Guy Road; thence east along the north line of said property, 1186 feet to the northeast corner; thence south along the east line of said property, 10 feet to a point; thence west along a line parallel and 10 feet south of the existing north line of afore-said property; thence north along the said west line, a distance of 50 feet to the point of beginning, containing 12,604 square feet.

Being the same property conveyed in Quit Claim Deed, dated February 26, 1971, and of record in the Register's Office of Shelby County, Tennessee, at Instrument No. F9 4843.

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-6
ALTRURIA ELEMENTARY SCHOOL

Part of the property conveyed to Carl J. Grant by Warranty Deed recorded under Registry #KS 7377, in the Shelby County Register's Office, and being more particularly described as follows:

BEGINNING at a point in the south boundary line of the Carl J. Grant property as described in Warranty Deed recorded under Registry #KS 7377 a distance of 1248.72 feet eastwardly as measured along said south boundary line from its intersection with the east line of Altruria Road (40 feet wide); thence north 0 degrees, 43 minutes west, along a line which is parallel with the east boundary line of the Carl J. Grant property 600.00 feet to a point; thence due East 726.06 feet to a point; thence south 0 degrees, 43 minutes east, and parallel with the east boundary line of the Carl J. Grant property 600.00 feet to a point in the south boundary line of said (continued re-verse side)*

property; thence due West along the south boundary line of the Carl J. Grant property 726.06 feet to the point of beginning. Containing an area of 10.00 acres.

Being the same property conveyed in Warranty Deed, dated April 9, 1976, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. L1 8762.

Parcel No. B0157 00372

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-7
BARTLETT ELEMENTARY SCHOOL

18.0 ACRES OF THE UNSOLD PART OF THE THOMAS F. MAHER ESTATE 69.47 ACRES, BEING THE WEST 19.5161 ACRES LESS 1.5161 ACRES TO BE DEDICATED FOR WIDENING OF BILLY MAHER ROAD AND ST. ELMO ROAD IN BARTLETT, SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ORIGINAL NORTHWEST CORNER OF THE MAHER TRACT IN BILLY MAHER ROAD, THE SOUTHWEST CORNER OF THE INVESTORS SERVICES, INC., 58.373 ACRES (H4 7032), SAID CORNER BEING 2.68 FEET WEST OF THE CENTERLINE OF BILLY MAHER ROAD AS DEDICATED PER SATORE SUBDIVISION (PLAT BOOK 23, PAGE 47); THENCE SOUTH 89 DEGREES 31 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE MAHER TRACT, THE SOUTH LINE OF THE INVESTORS SERVICES TRACT, A DISTANCE OF 55.68 FEET TO AN IRON PIN, THE POINT OF BEGINNING OF THIS 18.0 ACRE SURVEY, BEING 53.0 FEET EAST OF THE SAID CENTERLINE OF BILLY MAHER ROAD AS DEDICATED; THENCE SOUTHWARDLY PARALLEL WITH AND 53.0 FEET EAST OF THE CENTERLINE OF BILLY MAHER ROAD AS DEDICATED PER SATORE SUBDIVISION AND OLDE PECAN GROVE SUBDIVISION (PLAT BOOK 122, PAGE 70) AS FOLLOWS - SOUTH 0 DEGREES 42 MINUTES 04 SECONDS WEST 349.22 FEET TO AN IRON PIN, SOUTH 0 DEGREES 21 MINUTES 54 SECONDS EAST 465.20 FEET TO AN IRON PIN, SOUTHWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 4418.68 FEET A DISTANCE OF 141.69 FEET TO AN IRON PIN, SOUTH 1 DEGREE 28 MINUTES 20 SECONDS WEST 113.69 FEET TO AN IRON PIN, A POINT OF CURVE; THENCE SOUTHWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 170.0 FEET A DISTANCE OF 45.30 FEET TO AN IRON PIN, A POINT OF COMPOUND CURVE; THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.0 FEET A DISTANCE OF 57.29 FEET TO AN IRON PIN, A POINT OF COMPOUND CURVE; THENCE EASTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 170.0 FEET A DISTANCE OF 45.30 FEET TO AN IRON PIN, A POINT OF TANGENCY BEING 57.0 FEET NORTH OF THE CENTERLINE OF ST. ELMO ROAD AS DEDICATED, 4.0 FEET NORTH OF THE NORTH LINE OF ST. ELMO ROAD AS DEDICATED (106.0 FEET WIDE); THENCE SOUTH 89 DEGREES 22 MINUTES 21 SECONDS EAST PARALLEL WITH AND 57.0 FEET NORTH OF THE CENTERLINE OF ST. ELMO ROAD A DISTANCE OF 584.91 FEET TO AN IRON PIN; THENCE NORTH 0 DEGREES 37 MINUTES 39 SECONDS EAST A DISTANCE OF 1161.77 FEET TO AN IRON PIN IN THE NORTH LINE OF THE MAHER TRACT, THE SOUTH LINE OF THE INVESTORS SERVICES TRACT, SAID PIN BEING 1645.47 FEET WEST OF THE NORTHEAST CORNER OF THE MAHER TRACT; THENCE NORTH 89 DEGREES 31 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF THE MAHER TRACT, THE SOUTH LINE OF THE INVESTORS SERVICES TRACT, A DISTANCE OF 679.92 FEET TO THE POINT OF BEGINNING, CONTAINING 18.0 ACRES OF LAND.

Less and except

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

1.5161 ACRES, TO BE DEDICATED, OF THE UNSOLD PART OF THE THOMAS F. MAHER ESTATE 69.47 ACRES, BEING 53.0 FEET EAST OF THE CENTERLINE OF BILLY MAHER ROAD AS DEDICATED PER SATORE SUBDIVISION (PLAT BOOK 23, PAGE 47) AND PER OLDE PECAN GROVE SUBDIVISION (PLAT BOOK 122, PAGE 70), TO THE WEST LINE OF THE MAHER TRACT, AND THE SOUTH 4.0 FEET OF THE MAHER TRACT NORTH OF THE NORTH LINE OF ST. ELMO ROAD AS DEDICATED (106.0 FEET WIDE) FROM THE SOUTHWEST CORNER OF THE MAHER TRACT EASTWARDLY 729.19 FEET AS MEASURED ALONG THE SOUTH LINE OF THE MAHER TRACT, IN BARTLETT, SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ORIGINAL NORTHWEST CORNER OF THE MAHER TRACT IN BILLY MAHER ROAD, THE SOUTHWEST CORNER OF THE INVESTORS SERVICES, INC., 58.373 ACRES (H4 7032), SAID CORNER BEING 2.68 FEET WEST OF THE CENTERLINE OF BILLY MAHER ROAD AS DEDICATED PER SATORE SUBDIVISION (PLAT BOOK 23, PAGE 47); THENCE SOUTH 89 DEGREES 31 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE MAHER TRACT, THE SOUTH LINE OF THE INVESTORS SERVICES TRACT, A DISTANCE OF 55.68 FEET TO AN IRON PIN, THE NORTHWEST CORNER OF 18.0 ACRES, BEING 53.0 FEET EAST OF THE SAID CENTERLINE OF BILLY MAHER ROAD AS DEDICATED, THENCE SOUTHWARDLY PARALLEL WITH AND 53.0 FEET EAST OF THE CENTERLINE OF BILLY MAHER ROAD AS DEDICATED PER SATORE SUBDIVISION AND OLDE PECAN GROVE SUBDIVISION (PLAT BOOK 122, PAGE 70) AS FOLLOWS - SOUTH 0 DEGREES 42 MINUTES 04 SECONDS WEST 349.22 FEET TO AN IRON PIN, SOUTH 0 DEGREES 21 MINUTES 54 SECONDS EAST 465.20 FEET TO AN IRON PIN, SOUTHWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 4418.68 FEET A DISTANCE OF 141.69 FEET TO AN IRON PIN, SOUTH 1 DEGREE 28 MINUTES 20 SECONDS WEST 113.69 FEET TO AN IRON PIN, A POINT OF CURVE; THENCE SOUTHWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 170.0 FEET A DISTANCE OF 45.30 FEET TO AN IRON PIN, A POINT OF COMPOUND CURVE; THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.0 FEET A DISTANCE OF 57.89 FEET TO AN IRON PIN, A POINT OF COMPOUND CURVE; THENCE EASTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 170.0 FEET A DISTANCE OF 45.30 FEET TO AN IRON PIN, A POINT OF TANGENCY BEING 57.0 FEET NORTH OF THE CENTERLINE OF ST. ELMO ROAD AS DEDICATED, 4.0 FEET NORTH OF THE NORTH LINE OF ST. ELMO ROAD AS DEDICATED (106.0 FEET WIDE); THENCE SOUTH 89 DEGREES 22 MINUTES 21 SECONDS EAST PARALLEL WITH AND 57.0 FEET NORTH OF THE CENTERLINE OF ST. ELMO ROAD A DISTANCE OF 584.91 FEET TO AN IRON PIN, THE SOUTHEAST CORNER OF SAID 18.0 ACRES; THENCE SOUTH 0 DEGREES 37 MINUTES 39 SECONDS WEST A DISTANCE OF 4.0 FEET TO A POINT IN THE NORTH LINE OF ST. ELMO ROAD AS DEDICATED (106.0 FEET WIDE), SAID POINT BEING 1077.79 FEET WEST OF THE POINT OF CURVE IN THE SOUTH LINE OF THE MAHER TRACT AS MEASURED ALONG THE NORTH LINE OF ST. ELMO ROAD (106.0 FEET WIDE); THENCE NORTH 89 DEGREES 22 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF THE MAHER TRACT, THE NORTH LINE OF ST. ELMO ROAD (106.0 FEET WIDE), A DISTANCE OF 729.19 FEET TO THE A POINT IN THE ORIGINAL WEST LINE OF THE MAHER TRACT, THE SOUTHWEST CORNER OF THE UNSOLD PART OF THE MAHER TRACT BEING IN BILLY MAHER ROAD; THENCE ALONG THE WEST LINE OF THE MAHER TRACT IN BILLY MAHER ROAD AS FOLLOWS - NORTH 1 DEGREE 52 MINUTES 40 SECONDS EAST 208.48 FEET, NORTH 0 DEGREES 04 MINUTES 58 SECONDS WEST 814.23 FEET, NORTH 0 DEGREES 16 MINUTES 36 SECONDS EAST 141.16 FEET TO THE POINT OF BEGINNING, CONTAINING 1.5161 ACRES OF LAND.

Being the same property conveyed in Warranty Deed, dated August 29, 1989, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. BF 2878.

Parcel No. B0148 00725

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-8
ELLEDALE ELEMENTARY SCHOOL

Part of Lot 214-A of Section A, Easthill Subdivision and a 15 foot walkway lying between Lots 360 and 361 of Section B, Easthill Subdivision in Shelby County, Tennessee, more particularly described as follows:

Beginning at a chisel mark on the rear of the sidewalk on the west line of Luther Road and in the east line of Lot 214-A, Section A, Easthill Subdivision, said point being 211.08 feet south of the southmost northeast corner of Lot 214-A, as measured along the west line of Luther Road; thence southwardly along the west line of Luther Road a distance of 488.92 feet to a point of curve; thence westwardly along a curve to the right with a radius of 30 feet a distance of 47.12 feet to a point in the north line of Dawnhill Road; thence westwardly along the north line of Dawnhill Road a distance of 326.94 feet to a point of curve; thence continuing westwardly along the north line of Dawnhill Road along a curve to the left with a radius of 730 feet a distance of 344.00 feet to a point; thence westwardly with the north line of said Road a distance of 82.22 feet to an old chisel mark on the rear of the sidewalk on the north line of Dawnhill Road, the south corner of Lot 214-A, Section A and Lot 357, Section B; thence northwardly along the west line of Lot 214-A making an interior angle of 90 degrees a distance of 84.37 feet to an old iron pin in the east line of Lot 358, Section B and in the west line of Lot 214-A, Section A; thence northwardly making an interior angle of 153 degrees 00 minutes 00 seconds along the line dividing Lot 214-A, Section A and Lots 358, 359 and 360, Section B a distance of 206.80 feet to an old iron pin, the northeast corner of Lot 360, Section B; thence westwardly making an exterior angle of 90 degrees along the north line of said Lot 360 a distance of 125 feet to an old chisel mark on the rear of the sidewalk on the east line of Beechill Drive, the northwest corner of Lot 360, Section B; thence northwardly making an interior angle of 90 degrees along the east line of Beechill Drive a distance of 15 feet to an old chisel mark on the rear of the sidewalk on the east line of said Drive, the southwest corner of Lot 361, Section B; thence eastwardly making an interior angle of 90 degrees along the south line of said Lot a distance of 125 feet to an old iron pin, the southeast corner of Lot 361, Section B; thence northwardly making an exterior angle of 90 degrees along the line dividing Lots 214-A and Lots 361, 362, 363, 364 and 365 of Section B a distance of 338.71 feet to an iron pin in the east line of Lot 365, Section B; thence eastwardly making an interior angle of 90 degrees a distance of 800 feet to the beginning, containing 10 acres of land.

Being the same property conveyed in Warranty Deed, dated December 2, 1974, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. K1 1503.

Parcel No. B0148N 00216

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-9
OAK ELEMENTARY SCHOOL

Part of the William N. Griffin and William B. McSwain 180 acre tract and being part of the Wilodeen Vorder Bruegge 180.80 acre tract of part of the Unit Realty Investment Company Subdivision of Ellendale, Shelby County, Tennessee, and more particularly described by metes and bounds as follows:

Beginning at the point of intersection of the center line of Seventh Road and the center line of Oak Road; thence north 2 degrees 33 minutes 03 seconds east along the center line of Oak Road 1470.01 feet to a point; thence north 87 degrees 26 minutes 57 seconds west a distance of 40 feet to a point in the west line of Oak Road, said point being the point of beginning for the following described real estate: thence north 2 degrees 33 minutes 03 seconds east along the west line of Oak Road a distance of 130.50 feet to a point; thence north 1 degree 42 minutes east along the west line of Oak Road 556.93 feet to a point; thence south 88 degrees 44 minutes 09 seconds west a distance of 933.60 feet to a point; thence south 1 degree 15 minutes 51 seconds east 714.40 feet to a point in the north line of Andrews Road; thence north 88 degrees 44 minutes 09 seconds east along the north line of Andrews Road 866.18 feet to a point of curvature; thence eastwardly along a curve to the left, having a radius of 30 feet, a distance of 45.13 feet to the point of beginning, and containing 15.00 acres of land.

Being the same property conveyed in Warranty Deed, dated May 21, 1986, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. X8 9109.

Parcel No. B0157 00562

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

Exhibit A-10
RIVERCREST ELEMENTARY SCHOOL

BEGINNING AT A FOUND PK NAIL ON THE CENTERLINE OF OLD BROWNSVILLE ROAD AND AT THE SOUTHEAST CORNER OF THE MOLLY ELDER STANTON PROPERTY OF RECORD IN INSTRUMENT NUMBER S7 0042 AT THE SHELBY COUNTY REGISTERS OFFICE SAID POINT BEING 1,595.00 FEET EAST OF THE CENTERLINE OF BILLY MAHER ROAD;

THENCE N 8°41'58" E ALONG THE EAST LINE OF SAID STANTON PROPERTY 197.00 FEET TO A FOUND PK NAIL IN AN ASPHALT ROAD (ACCESS ROAD TO BARTLETT'S SEWER TREATMENT FACILITY), SAID POINT BEING THE SOUTHWEST CORNER OF A 1.01 ACRE OUT PARCEL (PROPOSED WATER TANK SITE);

THENCE S 81°18'02" E ALONG THE SOUTH LINE OF SAID OUT PARCEL 210.00 FEET TO A FOUND IRON PIN;

THENCE N 8°41'58" E ALONG THE EAST LINE OF SAID PROPERTY 210.00 FEET TO A FOUND IRON PIN;

THENCE N 81°18'02" W ALONG THE NORTH LINE OF SAID PROPERTY 210.00 FEET TO A FOUND PK NAIL IN SAID ASPHALT ROAD AND ON SAID EAST LINE OF THE STANTON PROPERTY;

THENCE N 8°41'58" E ALONG SAID EAST LINE AND ALONG THE EAST LINE OF THE SEWARD GUFFIN PROPERTY (BOOK 1952 PAGE 421 AND BOOK 4230 PAGE 187) A DISTANCE OF 782.62 FEET TO A SET IRON PIN ON THE PROPOSED SOUTH LINE OF BUFFALO SPRINGS LANE (A PROPOSED 50' R.O.W.);

THENCE S 81°57'11" E ALONG SAID PROPOSED ROAD 40.00 FEET TO A SET IRON PIN;

THENCE S 8°41'58" W ALONG THE WEST LINE OF PROPOSED LOT 8 A DISTANCE OF 135.01 FEET TO A SET IRON PIN;

THENCE S 81°57'11" E ALONG THE SOUTH LINE OF PROPOSED LOTS 8 THROUGH 1 A DISTANCE OF 785.51 FEET TO A SET IRON PIN ON THE WEST LINE OF A PROPOSED 68' WIDE RIGHT OF WAY KNOWN AS RIVERCREST LANE;

THENCE S 8°02'49" W ALONG SAID WEST LINE 1057.00 FEET TO A SET RAILROAD SPIKE ON THE CENTERLINE OF SAID OLD BROWNSVILLE ROAD;

THENCE N 81°57'11" W ALONG SAID CENTERLINE 477.27 FEET TO A FOUND PK NAIL AT AN ANGLE POINT;

THENCE N 81°33'45" W ALONG SAID CENTERLINE 360.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.2788 ACRES OF WHICH 1.1015 ACRES LIES WITHIN THE PROPOSED RIGHT OF WAY OF OLD BROWNSVILLE ROAD.

Being the same property conveyed in Warranty Deed, dated October 4, 1996, and of record in the Register's Office of Shelby County, Tennessee, as Instrument No. GD 3120.

Parcel No. B0148X A00078

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "B"
RIGHT OF REVERTER

This conveyance is subject to the following Right of Reverter of all or part of said Property to, in favor of, and for the benefit of, the party of the first part (the "Right of Reverter") if either of (i) or (ii) below shall occur:

- (i) any and all sums due to the party of the first part under that certain unrecorded Agreement of Compromise and Settlement dated _____, 2013, by and among Shelby County, Tennessee; the Board of Commissioners of Shelby County, Tennessee; the City of Bartlett, Tennessee; Bartlett Board of Education; and the Shelby County Board of Education (the "Agreement of Compromise and Settlement") are not timely paid as more particularly provided in the Agreement of Compromise and Settlement and, in the event such sums are not timely paid as provided in this Quitclaim Deed, such delinquency shall cause a reversion in title to the entire Property described on **EXHIBIT "A"**, including **EXHIBIT A-1**, as same may be enlarged or reduced from time to time, to the party of the first part. In the event of any default in payment due under the Agreement of Compromise and Settlement, the party of the first part shall provide the Bartlett Board of Education the party of the second part, thirty (30) days written notice of the delinquency. In addition, the party of the first part shall record a notice of the delinquency (the "Notice of Delinquency") in the Register's Office of Shelby County, Tennessee (the "Register's Office"). If thirty (30) days after the recordation of the Notice of Delinquency any and all payments due under the Agreement of Compromise and Settlement remain unpaid and delinquent, then the party of the first part shall record a notice of reverter upon delinquency (the "Delinquency Reverter") in the Register's Office. Such Delinquency Reverter shall reference this Quitclaim Deed and the Agreement of Compromise and Settlement and note the delinquency and reversion of title in the Property to the party of the first part. Upon recordation of the Delinquency Reverter, all right, title and interest in and to the Property described on **EXHIBIT "A"**, including **EXHIBIT A-1**, as same may be enlarged or reduced from time to time, shall immediately revert to the party of the first part so that the party of the first part shall have full fee simple title in and to the Property, and the party of the second part shall have no further rights of any type, kind or nature in or to the Property. The party of the second part joins in this Quitclaim Deed to acknowledge its understanding of this Right of Reverter and expressly acknowledge that a default under the Agreement of Compromise and Settlement as provided above shall cause a reversion in the title of the Property to the party of the first part as provided herein. Attached hereto as **EXHIBIT "C"** is the Notice of Delinquency and attached hereto as **EXHIBIT "D"** is the Delinquency Reverter the form of which is approved and agreed to by the party of the first part and the party of the second part. The Right of Reverter under this subparagraph (i) shall terminate on June 1, 2027, (the "**(i) Termination Date**") if a Notice of Delinquency and Delinquency Reverter have not been filed by the (i) Termination Date.

or

- (ii) In the event the Bartlett Board of Education, any successor or successor by merger, shall cease to operate a local education agency under the provisions of Tenn. Code § 49-1-103, as the same may be amended or modified from time to time, and including any replacements thereto, for the public education of children from grades kindergarten through grade twelve (K-12) ("LEA") or shall surrender its charter or cease to exist under any applicable law or judicial decision then any and all right, title, and interest in and to the property described in **EXHIBIT "A"**, including **EXHIBIT A-1**, as same may be enlarged or reduced from time to time (the "Property"), shall automatically revert to the party of the first part. In the event that any or all of the Property is not used for the public education of children from kindergarten through twelfth (12th) grade or as such may be defined from time to time by any relevant portion of the Tennessee Code, then neither the Property, nor any portion of the Property shall revert to the party of the first part so long as the party of the second part is still operating an LEA, as more particularly provided herein. Notwithstanding the foregoing,

if the party of the second part is no longer operating an LEA such that the reversion herein to the party of the first part is triggered, the party of the first part has the option to accept all, or any part of the Property described on EXHIBIT "A", including EXHIBIT A-1, as same may be enlarged or reduced from time to time. In the event the party of the second part is no longer operating as an LEA, as further described above, then the party of the first part shall send to the party of the second part a written notice that the party of the second part is no longer operating as an LEA and record such notice (the "Education Notice") in the Register's Office. If thirty (30) days after the recordation of the Education Notice the party of the second part shall remain no longer operating as an LEA, then the party of the first part may record a notice of reverter upon failure to educate (the "Failure to Educate Reverter") in the Register's Office. Such Failure to Educate Reverter shall (i) reference this Quitclaim Deed, (ii) note that the party of the second part is no longer operating as an LEA, and (iii) declare reversion of title in the Property to the party of the first part. The reversion of title in the Property to the party of the first part may include, in the sole and absolute discretion of the party of the first part, all or any portion of the Property such that there may be a reversion to the party of the first part of all, any, or any part of any individual property listed on EXHIBIT A-1, as same may be enlarged or reduced from time to time. The failure of the party of the first part to exercise its rights at any time under this subparagraph (ii) shall not constitute a waiver, estoppel, relinquishment or extinguishment of any of its reversionary rights hereunder, nor its right to exercise its right of reverter hereunder in and to any or all of the Property at a later time by filing an Education Notice and/or Failure to Educate Reverter in the manner set forth herein. Attached hereto as EXHIBIT "E" is the Education Notice and attached hereto as EXHIBIT "F" is the Failure to Educate Reverter the form of which is approved and agreed to by the party of the first part and the party of the second part. The Right of Reverter under this subparagraph (ii) shall terminate on June 1, 2039 (the "**(ii) Termination Date**").

EXHIBIT "C"
NOTICE OF DELINQUENCY

THIS NOTICE OF DELINQUENCY (this "Notice") is made as of this ____ day of _____, 2____, by the **SHELBY COUNTY BOARD OF EDUCATION** or its successor, successor in interest, successor by merger, or assigns (the "Shelby County Board").

WITNESSETH:

WHEREAS, pursuant to that certain quitclaim deed (the "Quitclaim Deed"), dated June 1, 2014, by and between the Shelby County Board and the Bartlett Board of Education (the "Bartlett Board of Education"), recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. _____, the Shelby County Board conveyed that certain real property (the "Property") more particularly described in the Quitclaim Deed to the Bartlett Board of Education; and

WHEREAS, the conveyance of the Property in the Quitclaim Deed was subject to two (2) rights of reverter (the "Right of Reverter") more particularly denominated on **EXHIBIT "B"** to the Quitclaim Deed to, in favor of, and for the benefit of the Shelby County Board; and

WHEREAS, one of the provisions in the Right of Reverter pertained to the payment of certain sums due the Shelby County Board under that certain unrecorded Agreement of Compromise and Settlement By and Among Shelby County, Tennessee; the Board of Commissioners of Shelby County, Tennessee; the City of Bartlett, Tennessee; Bartlett Board of Education and the Shelby County Board of Education, dated _____, 2013 (the "Agreement of Compromise and Settlement"); and

WHEREAS, pursuant to the explicit terms of (i) of **EXHIBIT "B"** of the Quitclaim Deed, denominating the Right of Reverter, the Shelby County Board has provided the Bartlett Board of Education with written notice of its default under the Agreement of Compromise and Settlement.

NOW, THEREFORE, pursuant to the terms and provisions of the Right of Reverter, the Shelby County Board has directed its Chairman to execute this Notice and record it in the Register's Office to evidence the default of the Bartlett Board of Education under the Agreement of Compromise and Settlement. In the event such default is not cured within thirty (30) days of the date of recordation of this Notice, the Shelby County Board shall direct its Chairman to execute and record the Delinquency Reverter, as defined in the Quitclaim Deed.

SHELBY COUNTY BOARD OF EDUCATION

By: _____
Name: _____
Title: Chairman

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared _____, Chairman of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chairman of the Shelby County Board of Education, the within named bargainor, and that he/she as such Chairman, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office, this ____ day of _____, 2____.

NOTARY PUBLIC

My Commission Expires: _____

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "D"
DELINQUENCY REVERTER

THIS DELINQUENCY REVERTER (this "Reverter") is made as of this ____ day of _____, 2____, by the **SHELBY COUNTY BOARD OF EDUCATION** or its successor, successor in interest, successor by merger, or assigns (the "Shelby County Board").

WITNESSETH:

WHEREAS, pursuant to that certain quitclaim deed (the "Quitclaim Deed"), dated June 1., 2014, by and between the Shelby County Board and Bartlett Board of Education (the "Bartlett Board of Education"), recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. _____, the Shelby County Board conveyed that certain real property (the "Property") more particularly described in the Quitclaim Deed to the Bartlett Board of Education; and

WHEREAS, the conveyance of the Property in the Quitclaim Deed was subject to two (2) rights of reverter (the "Right of Reverter") more particularly denominated on **EXHIBIT "B"** to the Quitclaim Deed to, in favor of, and for the benefit of the Shelby County Board; and

WHEREAS, one of the provisions in the Right of Reverter pertained to the payment of certain sums due the Shelby County Board under that certain unrecorded Agreement of Compromise and Settlement By and Among Shelby County, Tennessee; the Board of Commissioners of Shelby County, Tennessee; the City of Bartlett, Tennessee; Bartlett Board of Education and the Shelby County Board of Education, dated _____, 2013 (the "Agreement of Compromise and Settlement"); and

WHEREAS, pursuant to the express terms of (i) of **EXHIBIT "B"** of the Quitclaim Deed, denominating the Right of Reverter, the Shelby County Board has: (a) provided the Bartlett Board of Education with written notice of its default under the Agreement of Compromise and Settlement and (b) recorded the Notice of Delinquency, recorded _____, 2____, in the Register's Office as Instrument No. _____ (the "Notice of Delinquency"); and

WHEREAS, thirty (30) days have lapsed since the recordation of the Notice of Delinquency and the Bartlett Board of Education remains in default under the Agreement of Compromise and Settlement.

NOW, THEREFORE, pursuant to the terms and provisions of the Right of Reverter, the Shelby County Board has directed its Chairman to execute this Reverter and record it in the Register's Office to evidence the continued default of the Bartlett Board of Education under the Agreement of Compromise and Settlement. Pursuant to the clear and explicit terms of the Quitclaim Deed, with the recordation of this Reverter all right, title, and interest in and to the Property described on **EXHIBIT "A"** of the Quitclaim Deed, including **EXHIBIT A-1**, as same may have been enlarged or reduced from time to time, shall immediately revert to the Shelby County Board.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

SHELBY COUNTY BOARD OF EDUCATION

By: _____
 Name: _____
 Title: Chairman

STATE OF TENNESSEE
 COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared _____, Chairman of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chairman of the Shelby County Board of Education, the within named bargainor, and that he/she as such Chairman, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office, this ____ day of _____, 2____.

 NOTARY PUBLIC
 My Commission Expires: _____

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "E"
EDUCATION NOTICE

THIS EDUCATION NOTICE (this "Notice") is made as of this ____ day of _____, 2____, by the **SHELBY COUNTY BOARD OF EDUCATION** or its successor, successor in interest, successor by merger, or assigns (the "Shelby County Board").

WITNESSETH:

WHEREAS, pursuant to that certain quitclaim deed (the "Quitclaim Deed"), dated June 1, 2014, by and between the Shelby County Board and the Bartlett Board of Education (the "Bartlett Board of Education"), recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. _____, the Shelby County Board conveyed that certain real property (the "Property") more particularly described in the Quitclaim Deed to the Bartlett Board of Education; and

WHEREAS, the conveyance of the Property in the Quitclaim Deed was subject to two (2) rights of reverter (the "Right of Reverter") more particularly denominated on **EXHIBIT "B"** to the Quitclaim Deed to, in favor of, and for the benefit of the Shelby County Board; and

WHEREAS, one of the provisions in the Right of Reverter pertained to the reversion to the Shelby County Board if the Bartlett Board of Education was no longer operating an LEA; and

WHEREAS, pursuant to the explicit terms of (ii) of **EXHIBIT "B"** of the Quitclaim Deed, denominating the Right of Reverter, the Shelby County Board has provided Bartlett Board of Education with written notice that it is no longer operating an LEA; and

WHEREAS, the Property, or a portion of the Property, that is no longer subject to the LEA is shown on **EXHIBIT "E-1"** attached hereto and made a part hereof.

NOW, THEREFORE, pursuant to the terms and provisions of the Right of Reverter, the Shelby County Board has directed its Chairman to execute this Notice and record it in the Register's Office to evidence the fact that the Bartlett Board of Education is no longer operating an LEA. In the event such default is not cured within thirty (30) days of the date of recordation of this Notice, the Shelby County Board shall direct its Chairman to execute and record the Failure to Educate Reverter, as defined in the Quitclaim Deed.

SHELBY COUNTY BOARD OF EDUCATION

By: _____
Name: _____
Title: Chairman

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared _____, Chairman of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chairman of the Shelby County Board of Education, the within named bargainor, and that he/she as such Chairman, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office, this ____ day of _____, 2____.

NOTARY PUBLIC

My Commission Expires: _____

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "E-1"
LEGAL DESCRIPTION OF THE REVERTER PROPERTY

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "F"
FAILURE TO EDUCATE REVERTER

THIS FAILURE TO EDUCATE REVERTER (this "Reverter") is made as of this ____ day of _____, 2____, by the **SHELBY COUNTY BOARD OF EDUCATION** or its successor, successor in interest, successor by merger, or assigns (the "Shelby County Board").

WITNESSETH:

WHEREAS, pursuant to that certain quitclaim deed (the "Quitclaim Deed"), dated June 1, 2014, by and between the Shelby County Board and the Bartlett Board of Education (the "Bartlett Board of Education"), recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. _____, the Shelby County Board conveyed that certain real property (the "Property") more particularly described in the Quitclaim Deed to the Bartlett Board of Education; and

WHEREAS, the conveyance of the Property in the Quitclaim Deed was subject to two (2) rights of reverter (the "Right of Reverter") more particularly denominated on **EXHIBIT "B"** to the Quitclaim Deed to, in favor of, and for the benefit of the Shelby County Board; and

WHEREAS, one of the provisions in the Right of Reverter pertained to the reversion of the Property if the Bartlett Board of Education was no longer operating an LEA; and

WHEREAS, pursuant to the express terms of (ii) of **EXHIBIT "B"** of the Quitclaim Deed, denominating the Right of Reverter, the Shelby County Board has: (a) provided the Bartlett Board of Education with written notice that it is no longer operating an LEA and (b) recorded the Education Notice, recorded _____, 2____, in the Register's Office as Instrument No. _____ (the "Notice of Delinquency"); and

WHEREAS, thirty (30) days have elapsed since the recordation of the Education Notice and the Bartlett Board of Education has failed to take substantive steps to ensure that it is operating an LEA.

NOW, THEREFORE, pursuant to the terms and provisions of the Right of Reverter, the Shelby County Board has directed its Chairman to execute this Reverter and record it in the Register's Office to evidence that the Reverter Property, pursuant to the terms and provisions of the Right of Reverter, shall revert to the Shelby County Board. Pursuant to the clear and explicit terms of the Quitclaim Deed, with the recordation of this Reverter all right, title, and interest in and to the Reverter Property described on **EXHIBIT "E-1"** attached hereto and made a part hereof, as same may have been enlarged or reduced from time to time, shall hereby, and does, immediately revert to the Shelby County Board.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

SHELBY COUNTY BOARD OF EDUCATION

By: _____
 Name: _____
 Title: Chairman

STATE OF TENNESSEE
 COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared _____, Chairman of the Shelby County Board of Education, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chairman of the Shelby County Board of Education, the within named bargainor, and that he/she as such Chairman, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Shelby County Board of Education as its Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office, this ____ day of _____, 2____.

 NOTARY PUBLIC
 My Commission Expires: _____

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)

EXHIBIT "E-1"
LEGAL DESCRIPTION OF THE REVERTER PROPERTY

Attachment: BARTLETT QUIT CLAIM DEED.pdf (1138 : Schools quit claim deed)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 11/27/13 06:00 PM

Department: Legal

Category: Agreement

Prepared By: Stefanie McGee

Department Head: Ed McKenney

Exhibit B: Representations and Covenants related to agreement of Compromise and Settlement

EXHIBIT B

November 26, 2013

Shelby County, Tennessee
160 N. Main Street, Suite 660
Memphis, TN 38103

Board of Commissioners of Shelby County
160 N. Main Street, Suite 660
Memphis, TN 38103

Shelby County Board of Education
Memphis, TN 38103

Re: Representations and Covenants Related to Agreement of
Compromise and Settlement

Ladies and Gentlemen:

This letter is provided in connection with the Agreement of Compromise and Settlement dated _____ (the "Agreement") by and among the Board of County Commissioners of Shelby County, the Shelby County Board of Education (the "County Board of Education"), Shelby County, Tennessee (the "Shelby County"), City of Bartlett, Tennessee (the "City of Bartlett") and the Bartlett Board of Education (the "Bartlett Board") and the transfer of County Board of Education properties within the City of Bartlett ("Bartlett Schools") from the County Board of Education to the Bartlett Board as a result of the creation by the City of Bartlett of a new municipal school district. Since such Bartlett Schools were funded by Shelby County with tax-exempt Special General Obligation and General Obligation Bonds as shown in Schedule A (the "School Bonds"), it is important that the covenants and agreements related to preservation of the tax-exempt status of the School Bonds be agreed to by the City and the Bartlett Board. Accordingly, the City of Bartlett and the Bartlett Board covenant and agree as follows:

I. The City of Bartlett and the Bartlett Board covenant that they will comply or cause to be complied with each requirement of the Internal Revenue Code of 1986, as amended (the "Code") as necessary to maintain exclusion of interest on the School Bonds from

gross income for federal income tax purposes for so long as the obligations represented by the related School Bonds remain outstanding. For purposes of determining, when School Bonds for a particular school are no longer deemed outstanding, please refer to the final maturities shown in Schedule A. In furtherance of this covenant, the City of Bartlett and the Bartlett Board covenant and agree that, while the School Bonds for a particular school remain outstanding, the properties acquired by the Bartlett Board under the Agreement associated with said school shall be used for school purposes and shall not be used in any trade or business or any activity carried on by anyone other than a natural person or a state or local governmental unit. The Bartlett Board agrees to notify and confirm with Bond Counsel to the County and the County Attorney of any proposed substantive use which could result in the violation of the above described restriction prior to allowing such use.

2. The City of Bartlett and the Bartlett Board covenant that neither shall bond or otherwise issue indebtedness to make the payments to the County Board of Education provided for in section 7 of the Agreement.

City of Bartlett

By: _____
Mayor

Bartlett Board of Education

By: _____
Chairman