

AGREEMENT

This Agreement, made and entered into this 20th day of March, 1984, by and between Harriman Utility Board of Harriman, Tennessee, hereinafter called "First Party" and the Morgan County Board of Education of Morgan County, Tennessee, hereinafter called "Second Party."

W I T N E S S E T H:

WHEREAS, Second Party is desirous of purchasing from First Party eight (8) fifty-five foot (55') utility poles, one (1) forty foot (40') utility pole, one (1) eight foot (8') side arm assembly, and seventeen (17) eight foot (8') double arm assemblies to be used in the construction of a lighting system at Oakdale High School in Oakdale, Tennessee; and

WHEREAS, First Party is desirous of selling said poles and assemblies to the Board of Education for such purpose under the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. Second Party hereby agrees to purchase from First Party eight (8) fifty-five foot (55') utility poles, one (1) forty foot (40') utility pole, one (1) eight foot (8') side arm assembly, and seventeen (17) eight foot (8') double arm assemblies to be used in the construction of a lighting system at Oakdale High School in Oakdale, Tennessee. The poles and assemblies are being purchased "as is, where is" and the cost of said poles and assemblies shall be as follows:

<u>Item</u>	<u>No.</u>	<u>Unit Cost</u>	<u>(Total Item Cost)</u>
Pole 55'	8	\$265.53	\$2,124.24
Pole 40'	1	114.92	114.92
8' SA Assembly	1	30.00	30.00
8' DA Assembly	17	74.00	<u>1,258.00</u>
			\$3,527.16

The above to be paid at the rate of \$41.99 per month until First Party's initial investment of Three Thousand Five Hundred Twenty-Seven Dollars, Sixteen Cents (\$3,527.16) has been recouped.

It is further agreed that said payment shall be added to Second Party's electricity bill each month and paid therewith.

2. It is agreed that First Party's only responsibility hereunder shall be to sell Second Party the aforesaid poles and assemblies and install same with lights as furnished by Second Party.

3. Second Party hereby grants to First Party a security interest in and to the aforesaid poles and assemblies until First Party's initial investment of Three Thousand Five Hundred Twenty-Seven Dollars, Sixteen Cents (\$3,527.16) has been repaid.

4. It is understood by the parties that the utility poles and assemblies referred to herein shall for all purposes be deemed "personal property" (as opposed to fixtures) and in the event of a default by Second Party in the making of its payments hereunder, First Party shall be entitled to pursue all the remedies available under the Uniform Commercial Code or other applicable law.

WITNESS OUR HANDS on the day and date above written.

MORGAN COUNTY BOARD OF EDUCATION

HARRIMAN UTILITY BOARD

By: Leon Brasel 3-20-84
LEON BRASEL, Chairman

By: _____
JACK HOWARD, Manager

By: Roy Jones 3/20/84
ROY JONES, Superintendent

By: _____
CARLISLE EVANS, Chairman

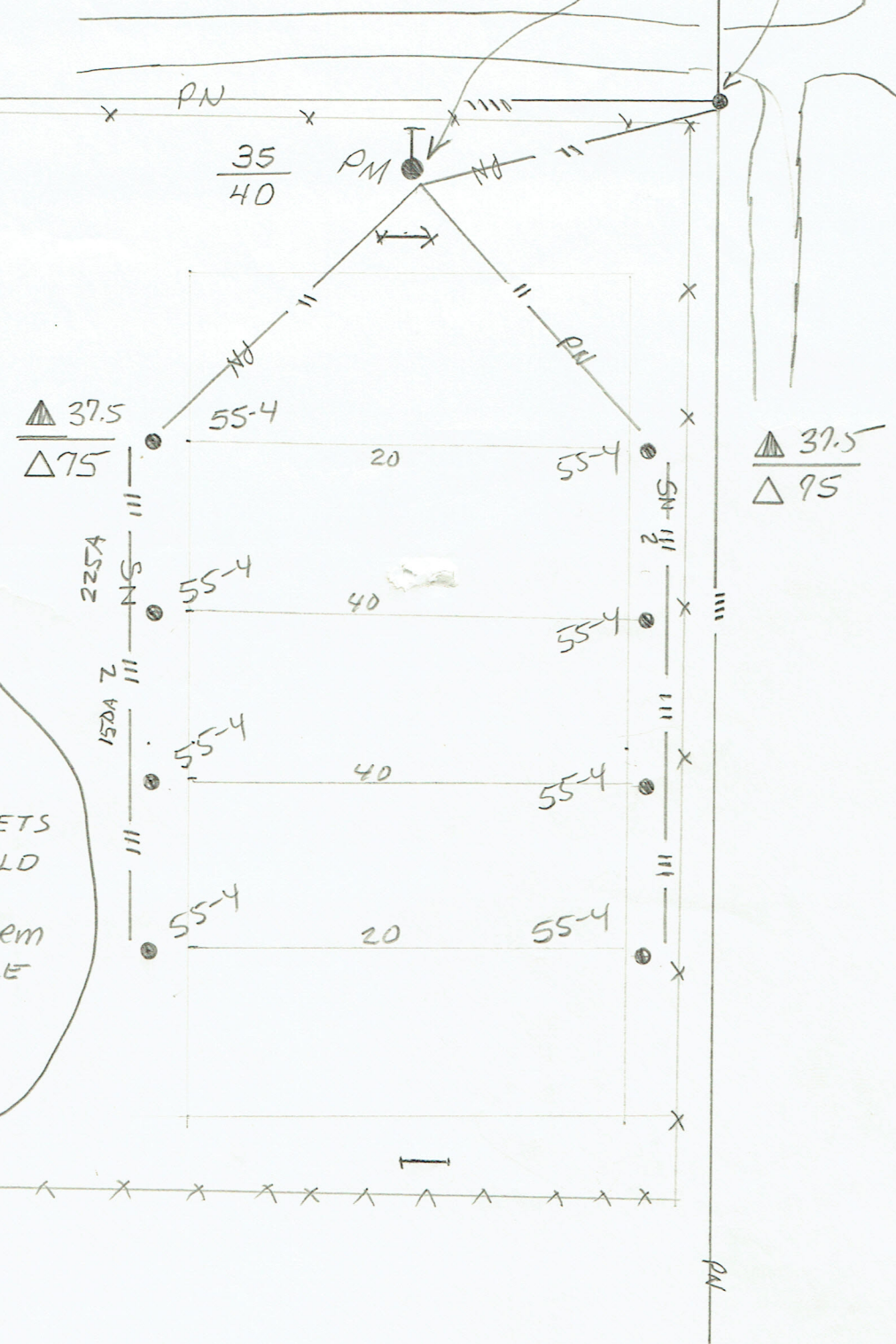
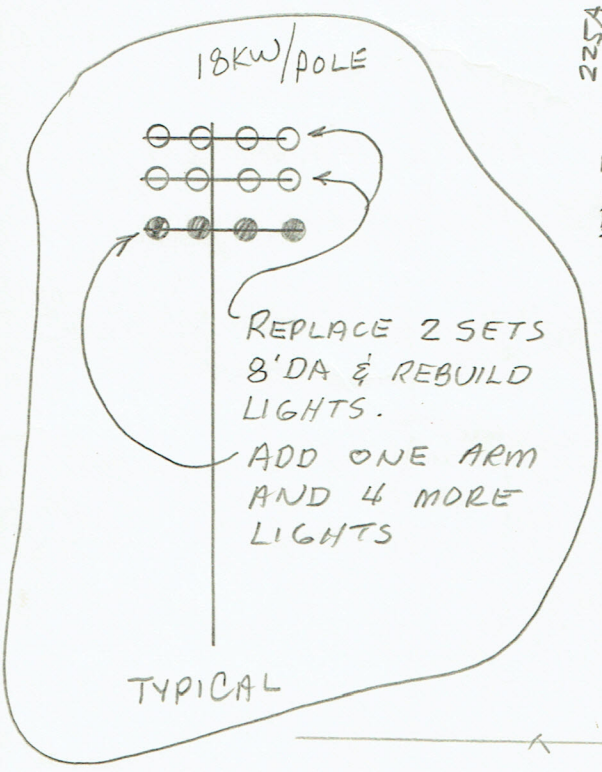
OAKDALE HIGH SCHOOL FOOTBALL LIGHTS

ALL 55-4 POLES BAD
ALL IN SOLID ROCK
REMOVE FIXTURES AND POLES
SET NEW POLES IN OLD HOLES.
REWORK ALL LIGHT & INSTALL

INSTALL ADDITIONAL ARM
ON TOP CIRCUIT

REPLACE P.M. POLE
WITH 40-4 AND
REWORK P.M. FUSE
TO THE ST. SIDE
OF POLE.

Lights
GE
TYPE L69 CODE NE
1500W 125-250V
CAT A54G7



OAKDALE HIGH SCHOOL LIGHTS

	Initials	Date
Prepared By		
Approved By		

	1	2	3	4	5	6
ITEM	NUMBER	MAT'L UNIT COST	TOTAL ITEM COST			
POLE 55-4	8	265 ⁵³	2124 ²⁴			1
POLE 40-4	1	116 ⁵⁰	116 ⁵⁰			2
8'SAE ASS'Y	1	30 ⁰⁰	30 ⁰⁰			3
8'DAE ASS'Y	17	74 ⁰⁰	1258 ⁻			4
						5
			3528 ⁷⁴			6
						7
LABOR	14 days	1693 ³⁶	23707 ⁶⁴			8
						9
						10
			27235 ³²			11
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