Anderson County Board of Commissioners OPERATIONS COMMITTEE AGENDA

December 12, 2022 6:00 p.m. Room 312

1. Call to Order

- 2. Prayer / Pledge of Allegiance
- 3. Approval of Agenda
- 4. Appearance of Citizens
- 5. Procurement Procedures Discussion requested by Chairman Isbel

6. Mayor's Report

- Motion authorizing Anderson County to retain a delinquent tax property at 303 Hill Street, Rocky Top, for use as a public purpose.
- Motion to approve lease with Highland Communications for use of 303 Hill Street as part of the Broadband Infrastructure project.
- Status Report to Commission with approval of long term lease, and demolition of structure on 303 Hill Street, Rocky Top, Anderson County will have met our \$250,000 match.
- Fire Truck Funding Renewal of Resolution
- Status Report: Comptroller's Investigative Report on Anderson County Animal Care and Control.

7. Law Director

- 1. Resolution 22-12-973 Authorizing the Mayor to Retain Ownership in Real Property Received By the County Through a Delinquent Tax Sale.
- 2. Lease Agreement with Highland Communications
- 3. Real Estate Sales Contract for New Tourism Council Office

New Business

Old Business

Adjournment



ANDERSON COUNTY GOVERNMENT

Terry Frank County Mayor

December 7, 2022

Commissioner Tim Isbel Chairman, Operations Committee

Dear Chairman Isbel and Honorable Members of Operations Committee,

I wish to add the following items to the Agenda:

- Action Item. Meeting in regular session on Nov. 21, 2022, County Commission voted to approve a commitment of a delinquent tax property being held by Anderson County (303 Hill Street, Rocky Top for use in the Tennessee Emergency Broadband Fund-American Rescue Plan (TEBF-ARP) Broadband Infrastructure Grant by Highland Communications and Anderson County. Details were to be worked out that required a legal opinion from the Law Director. (Nov. Minutes attached) Based on the legal memo, the action items requested as part of next steps:
 - a. Action Item: Motion authorizing Anderson County to retain a delinquent tax property being held by Anderson County at the street address of 303 Hill Street, Rocky Top, for use as a public purpose.
 - b. Action Item: Motion to approve lease with Highland Communications for use of 303 Hill Street as part of the Broadband Infrastructure project. (Proposed lease attached in DRAFT form) (Note: I have spoken with Director Holbrook regarding this lease so that he and Purchasing are aware.)
 - c. On Nov. 21, 2022, County Commission voted to authorize the county mayor to enter into negotiations with Highland Communications regarding reduction in Anderson County ARP \$250,000 matching funds in lieu of property commitment for the above Broadband package. Status report to Commission: With approval of long term lease, and demolition of structure on 303 Hill Street, Rocky Top, Anderson County will have met our \$250,000 match.
- 2. Fire Funding

Following a discussion of the now expired Fire Truck Resolution, Budget Committee engaged in a discussion regarding a renewal of the resolution, at a higher budgeted annual amount. As part of the discussion, I discussed the expired resolution being an opportunity to engage in a multi-stage process to examine the varying needs of each department, challenges of each fire district, funding capacity, and the goals for fire service for the community by the Anderson County Board of Commissioners, and that Operations Committee would be the place to start. I would like to discuss a working group of commissioners that could work on outlining a plan of how to best tackle creation of goals and priorities of Anderson County, needs of each fire department, and a conferencing plan to bring forth various recommendations/options for commission.

3. Status Report: Comptroller's Investigative Report on Anderson County Animal Care and Control was released December 6, 2022. Full report attached.

| Increase Expenditure Code: 131-68000-714 | Highway Equipment | \$149,402.00 |
|---|------------------------|--------------|
| Decrease Reserve Code: 131-34550 | Restricted for Highway | \$149,402.00 |

19. Commissioner Vowell made a motion to approve the following appropriation. Seconded by Commissioner Smallridge. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Foster, White and Allen. Voting No: None. Abstain: Palmer. Absent: Denenberg and McKamey. Motion passed.

| Increase Revenue Code: 101-48130 | Contributions | \$11,200.00 |
|---|----------------------------|-------------|
| Increase Expenditure Code: 101-54490-148 | Other Emergency Management | \$11,200.00 |
| Director of Schools | | |

Director of Schools No Action Taken

Mayor

20. Commissioner Mayes made a motion to approve commitment of a delinquent tax property being held by Anderson County (303 Hill Street, Rocky Top) for use in the Tennessee Emergency Broadband Fund-American Rescue Plan (TEBF-ARP) Broadband Infrastructure Grant by Highland Communications and Anderson County. Pending legal opinion/determination, commitment will either occur as a transfer, or long-term lease. (Grant award was \$15,481,719.33 for a broadband project to address broadband adoption, and digital literacy efforts in parts of Campbell, Anderson, Claiborne and Union Counties.) Seconded by Commissioner Yager. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Denenberg, White and McKamey. Motion passed.

21. Commissioner Isbel made a motion to authorize the county mayor to enter into negotiations with Highland Communications regarding reduction in Anderson County ARP matching funds in lieu of property commitment for above Broadband package. Seconded by Commissioner Smallridge. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Denenberg, White and McKamey. Motion passed.

22. Commissioner Wandell made a motion to approve the appointment of Anthony Allen to the Regional Solid Waste Board term ending 9/2026. Seconded by Commissioner Smallridge. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Denenberg, White and McKamey. Motion passed.

23. Commissioner Wandell made a motion to authorize the county mayor to submit application for Energy Communities Alliance (ECA) Government Education and Outreach Grant on behalf of Anderson County, for benefit of outreach for Anderson County, and Oak Ridge Reservation Communities Alliance (ORRCA) and its membership. Seconded by Commissioner Isbel. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Denenberg, White and McKamey. Motion passed unanimously.

Regular Session

November 21, 2022

<u>LEASE AGREEMENT</u> HIGHLAND COMMUNICATIONS Tennessee Broadband Accessibility Grant

1

This LEASE AGREEMENT is made by and between the parties of ANDERSON COUNTY GOVERNMENT, a governmental entity and political subdivision of the State of Tennessee, (hereinafter "Lessor"), and HIGHLAND COMMUNICATIONS, LLC, a Tennessee Limited Liability Company, organized under the laws of Tennessee (hereinafter "Lessee").

WHEREAS, this Lease Agreement is contingent upon the Lessee's continued use of the property for a *public purpose*, and specifically to facilitate infrastructure for broadband internet services to the public at-large and compliance with the Tennessee Broadband Accessibility Grant; and

WHEREAS, the subject property was obtained by Lessor through the delinquent tax sale process on May 12, 2018, with the period of redemption expiring on May 12, 2019, and has specifically been authorized by the Anderson County Legislative Body for ownership to be retained for a public purpose pursuant to Tenn. Code Ann.§ 67-5-2708(b)(10) as recited below:

The county may, upon a majority vote of its legislative body determining it in the best interests of the county to use the property for a public purpose, decide to retain ownership and possession of such property.

WHEREAS, authorization for continued ownership and retention for a *public purpose* was approved by the County Legislative Body on December 19, 2022 by the passage of Resolution 22-12-973.

NOW THEREFORE, the respective parties have agreed to the terms and contingencies as described below.

WITNESSETH:

Section 1. DEMISED PREMISES:

Lessor hereby leases to Lessee, and Lessee accepts this Lease Agreement to the following demised premises:

SITUATED within the 12th Civil District of Anderson County, Tennessee, inside the City of Rocky Top and more particularly described as follows:

BEING identified as a Situated in District No. One[Sic], of Anderson County, Tennessee, and within the corporate limits of the City of Rocky Top, and being in R. L. Leach's Addition to the Town of Coal Creek, and described as follows: Beginning on the Northwestern corner of William Disney's lot, (now Fred Smiddy), a stake in the South Line of Hill Street, and running Westwardly with said line, 72 feet, more or less, to a stake in the Eastern line of an alley (now abandoned); thence with said line a Southward course about 96 feet to a stake, (Pearl Humphrey) now the Curnett corner; thence with the (Pearl Humphrey) Curnett line, an Eastward course to (William Disney) Fred Smiddy's Southwest corner; thence a Northward course with said Smiddy line back to the beginning; being parts of Lots No. 9 and No. 10, of Block No. 2 of said Leach's Addition.

Being the same property conveyed to Anderson County on May 20th, 2019 by Harold P. cousins Jr., Clerk & Master for Anderson County Chancery Court recorded in Book 1703, Page 312, in the Register's Office for Anderson County, Tennessee. (See, Exhibit 1)

Being the same property conveyed to Danny Marin, Trust in June, 1994, by Katie Hawkins and Margaret Hawkins Wilson recorded in Book Y-18, Page 633, in the Register's Office for Anderson County, Tennessee, (See, Exhibit 2)

See also: Tennessee Real Estate Assessment Data (Exhibit 3) Tennessee GIS Map (Exhibit 4)

Section 2. CONDITIONS AND CONTINGENCIES:

The following conditions and contingencies shall apply to this Lease Agreement at all times: (1) Lessee shall use the Demised Premises for a public purpose at all times and specifically for the public purpose of maintaining, construction and operation of infrastructure for the Tennessee Broadband Accessibility Grant; (2) If Lessee fails to use the property for a public purpose at any time during the duration of this Lease Agreement, this Lease shall automatically, and without further judicial process, shall be deemed breached and Lessee in default of its terms. Lessor shall have available to it all legal and equitable remedies afforded by Tennessee law; (3) Lessor requires and Lessee accepts that Lessee operate and abide by all conditions set forth by Lessee herein and in the future, and all requirements of Tennessee law and/or local Resolution or Ordinances.

Section 3. CONSIDERATION:

This agreement is made upon consideration of a yearly lease payment in the amount of One dollar (\$1.00) per year for Forty (40) years, for a total consideration of Forty (40) dollars (\$40.00) and other benefits and mutual covenants herein set out, the sufficiency and adequacy are hereby agreed to and accepted as recited.

Section 4. TERM OF LEASE:

This Lease Agreement shall be effective from the 1st day of January, 2023, through and including the 31st day of December, 2063. Upon consent of both parties, this Lease Agreement may be renewed for an additional term agreed to by the parties.

Section 5. INDEMNITY:

The Lessee agrees to defend and hold harmless the Lessor from and against any and all claims of, or damage to property, or injury to, or death of person or persons resulting from or arising out of

use of the leased property by the Lessee or the public being served by the Lessee, where such injury, damage, or death occurs as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage and list Lessor as an additional covered party sufficient to cover all claims per aggregate, or other required and additional sums sufficient to cover any and all claims arising from property damages, injuries, illness or death on premise. Insurance certifications shall be provided to Lessor annually by Lessee.

Section 6. DEFAULT:

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Lease Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including reasonable attorney's fees and the costs associated with the default. If Lessee fails to comply with any provision embodied herein, or additional rules for operation and maintenance established by Lessor, this lease shall be cancelled, declared null and void, and premises automatically restored to the ownership of Lessor without demand for re-entry by Lessor.

Section 7. NO ORAL MODIFICATION:

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Section 8. CANCELLATION:

In the event any party materially breaches, defaults or fails to perform hereunder, this Lease Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time.

Section 9. WAIVER:

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any and all rights hereunder.

<u>En ange</u>

Section 10. ENTIRE AGREEMENT:

This Lease Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Section 11. SEVERABILITY:

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 12. EXHIBITS:

Any Exhibits attached hereto or incorporated herein are made a part of this Lease Agreement for all purposes. The expression "this Lease Agreement" means the body of this Agreement and the attached Exhibits.

Section 13. MULTIPLE COUNTERPARTS; EFFECTIVENESS:

This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Lease Agreement shall become effective when executed and delivered by all the parties.

Section 14. JURISDICTION:

Each party hereby irrevocably consents to the jurisdiction of all courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 15. BINDING EFFECT:

This Lease Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Section 16. CHOICE OF LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 17. NOTICE:

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys.

For Lessor:

Office of the County Mayor Anderson County Courthouse 100 N. Main Street, Room 208 Clinton, TN 37716

Office of the Anderson County Law director 101 S. Main St. STE. 210 Clinton, TN 37716

For Lessee: Highland Communications, LLC

119 Hillcrest St. Wartburg, TN 37887-4208

Registered Agent: Stephen Marcum 3 Courthouse Square Road Huntsville, TN 37756

Section 18. TITLES AND SUBTITLES:

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 19. ASSIGNMENT:

This Lease Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment

or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 20. FURTHER DOCUMENTATION:

The parties agree for themselves and their successors and assigns to hold this Lease Agreement as valid and to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Lease Agreement.

Section 21. RELEASE AND HOLD HARMLESS:

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise in the future subject to Section 5 of this Lease Agreement. The only claim that shall survive this Lease Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper legal authority and counsel have accepted the terms and executed this Lease Agreement.

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| This | day of | | _, 202_ |
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| | | | |
| CEPTANCE BY | Y ANDERSON COU | NIY (Lessor): | |
| | | | |
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| | | | |
| | | | |
| rry Frank, County Ma | vor | | |

Joshua N. Anderson, Chair, AC Bd. of Commissioners

ATTEST:

Robby Holbrook, Director of Finance

Jeff Cole, Anderson County Clerk

Approval as to Legal Form:

N. Jay Yeager Anderson Co. Law Director

Approved by the Anderson County Board of Commissioners on December 19th, 2022.

ACCEPTANCE BY HIGHLAND COMMUNCATIONS, LLC (Lessee):

| | l l |
|----------------------|------|
| Authorized Signature | — /~ |
| | |
| Printed Name | |
| Title | |
| Date | |

2.0 · 10 **Responsible Taxpayer/Owner:** ANDERSON COUNTY TAX EXEMPT Map/Parcel: 12 8M F 8M 014.00

BK/PG: 1703/312-313

This instrument prepared by: N. JAY YEAGER COUNTY LAW DIRECTOR ANDERSON COUNTY, TENNESSEE 101 S. Main Street, Suite 310 Clinton, TN 37716

| 19005179 | |
|--|-------|
| 2 PGS:AL-DEED | |
| KIM BATCH: 156386 | |
| 06/19/2019 - 10:45:00 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 0.60 |
| DP FEE | 0.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 0.00 |
| STATE OF TENNESSEE, ANDERSON (TIM SHELTON REGISTER OF DEEDS | CUNTY |

TAX DEED PURSUANT TO TAX SALE

This indenture, made this <u>20</u> day of May, 2019, between Harold P. Cousins Jr., Clerk & Master for Anderson County Chancery Court, State of Tennessee, as party of the first part, and Anderson County, as the party of the second part.

WHEREAS, according to the provisions of the Tennessee Code Annotated of the State of Tennessee, the Clerk & Master of the County of Anderson, is authorized and required to advertise and sell real property upon which the taxes have not been paid, and,

WHEREAS, default was so made in the payment of such taxes, on various and sundry parcels of land situated within the County of Anderson, and the said Clerk & Master of said County did cause a list of said lands charged with such taxes, together with the notice required by Tennessee Code Annotated to be published as required by said sections, and

WHEREAS, pursuant to said notice and said statutes, the Clerk & Master of the County of Anderson did, on the 12th day of May, 2018, sell at public auction so much of said parcels of land as was sufficient to pay the unpaid taxes, interest and charges thereon, and

WHEREAS, the said party of the second part became entitled, by purchase at said tax sale, to the title of the parcel of land hereinafter particularly described, and

WHEREAS, the said parcel of land has not been redeemed within the period of time prescribed by law;

NOW THEREFORE, WITNESSETH:

That in consideration of the premises, and the sum of Four Thousand Six Hundred Eighty Dollars and 95/100 (\$4,680.95), lawful money of the United States, paid into the Treasury of the said County of Anderson by the said party of the second part, receipt of which is hereby acknowledged, and other good and valuable considerations, the said party of the first part does hereby grant, release and convey unto the said party of the second part, Anderson County, Tennessee, distributees, successors and assigns forever:

In District Twelve (12) of Anderson County, Tennessee, Map/Parcel: 12 8M F 8M 014.00

EXHIBIT 1

Being the same property conveyed to Danny Martin Trust by instrument recorded in Book of Deeds Y-18, Page 633, in the Register's Office for Anderson County, Tennessee.

Together with and including all of the right, title and interest of Anderson County, Tennessee in said premises, being the owner thereof as far as appears on the record, together with the hereditaments and appurtenances belonging thereto.

To have and to hold unto the said party of the second part, Anderson County, Tennessee, its distributees, successors and assigns forever. Subject, however, to all claims which the said County or State may have thereon for taxes or liens or encumbrances, and also subject to all easements or rights of way affecting such land which were in existence at the time of the levy of the tax on account of the non-payment of which such land was so sold.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Anderson County, Tennessee, the day and year first above written.

ausins HAROLD P. COUSINS JR. **CLERK & MASTER**

STATE OF TENNESSEE,

5.1

COUNTY OF ANDERSON.

a Notary Public of the State and Before me, <u>MMU</u> (IU) County aforesaid, personally appears Harold P. Cousins Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Clerk & Master of Anderson County, Tennessee, the within named bargainer, and that he as such Clerk & Master, executed the foregoing instrument for the purposes therein contained by signing the name of himself as Clerk & Master.

Witness my hand and seal at office this day of May, 2019.

1-210-21 lotary Public Commission Expires: ANDERS 2

EXHIBIT 1

TRANSFERRED

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JUL 0 8 1593

This Instrument Prepared by: Leslie Richard Hunt, Attorney 109 Leinart Street, Suite 101 Clinton, Tennessee 37716

¢

BY OWEN X. BUULZESUA

QUIT CLAIM DEED

State of Tennessee, County of ANDERSON Received for record the 08 day of JULY 1994 at 2:13 PM. (RECH 57332) Recorded in Book Y18 pages 633-634 State Tax \$.00 Clerks Fee \$.00, Recording \$ 8.00, Total \$ 8.00, Resister of Deeds RICKY MEREDITH Deputy Resister SHARDN GRAY 1

THIS INDENTURE, made this _____ day of June, 1994, between Katie Hawkins and Margaret Hawkins Wilson, First Parties, and Danny Martin, Trust, Second Party.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar

(\$1.00) and other good and valuable considerations, to him in hand paid by the party of

the second part, the receipt of which is hereby acknowledged, first party has granted,

bargained, sold, conveyed, remised, released and quitclaimed, and does hereby grant,

bargain, sell, convey, remise, release, and quitclaim unto the said party of the second part,

the following described premises, to-wit:

Situated in District No. One, of Anderson County, Tennessee, and within the corporate limits of the Town of Lake City, and being in R.L. Leach's Addition to the Town of Coal Creek, and described as follows:

Beginning on the Northwestern corner of William Disney's lot, (now Fred Smiddy), a stake in the South Line of Hill Street, and running Westwardly with said line, 72 feet, more or less, to a stake in the Eastern line of an alley (now abandoned); thence with said line a Southward course about 96 feet to a stake, (Pearl Humphrey) now the Curnett corner; thence with the (Pearl Humphrey) Curnett line, an Eastward course to (William Disney) Fred Smiddy's Southwest corner; thence a Northward course with said Smiddy line back to the beginning; being parts of Lots No. 9 and No. 10, of Block No. 2 of said Leach's Addition.

Being the same property conveyed to Katie Hawkins and Margaret Hawkins Wilson on December 18, 1973, by August Byrge and wife Nellie Byrge, recorded in Warranty Deed Book "K", Vol. 12, page 198 in the Anderson County Register's Office.

The preparer of this deed makes no representation as to the status of title to the property described hereto. This deed has been prepared solely from information formation who makes no representation whatsoever other than it EXHIBIT 2

BK Y18 PG 634

Margaret Haukin for Wilson Executif for Walie

Margaret Hawkins Wilson, Executrix for Katie Hawkins

and Hauseins Wilson

Margaret Hawkins Wilson

State of Tennessee County of Anderson

Personally appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, Margaret Hawkins Wilson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at office, this 7 day of lune, 1994.

Commission Expiration Date: $\frac{2}{1/9}$

Notary Publi

Person Responsible for Property Taxes: Danny Martin 309 Chestmat 3 0 3 Hill At. Lake City, Tennessee

I hereby swear or affirm that the actual value of the property transferred, is A GIFT, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sworn and subscribed before me, this $\underline{\mathscr{S}}$ day of ____ 1994. Commission Expiration Date:

STATE OF TENNESSEE REAL ESTATE ASSESSMENT DATA Skip Navigation Links

HomeAboutNew SearehReturn to List

| County Number: 001 | County Nar | me: ANDERSON | Tax Year: 2023 |
|--|-----------------------|-----------------------------|----------------|
| Property Owner and | Mailing Address | | |
| Jan 1 Owner: ANDERSON COUNTY 100 N MAIN ST CLINTON, TN 37716 | | | |
| Property Location | | | |
| Address: HILL ST 303 | | | |
| Мар: 008М Gr | p: F Ctrl Map: 00 | 08M Parcel: 014.00 P | I: S/I: 000 |
| Value Information | | | |
| Reappraisal Year: 2 | 020 | | |
| Land Mkt Value: | \$13,500 | | |
| improvement Value | : \$0 | | |
| Total Market Appra | isal: \$13,500 | | |
| Assessment %: | 0 | | |
| Assessment: | \$0 | | |
| General Information | I | | |
| Class: | 01 - COUNTY | | |
| City #: | 398 | City: | ROCKY TOP |
| SSD1: | 000 | SSD2: | 000 |
| District: | 12 | Mkt Area: | R01 |
| # Bldgs: | 1 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |

| Utilities - | | |
|-------------|---------------------------|---------|
| Gas / Gas | 01 - PUBLIC - NATURAL GAS | Zoning: |
| Туре: | | |

Subdivision Data

| Subdivis | ion: | R. L. LEACH | SUB | | | | | |
|----------|------|-------------|-----|--------|------|------|------|--|
| Plat Bk: | 2 | Plat Pg: | 125 | Block: | 0002 | Lot: | PT.9 | |

Additional Description

12 008M F 008M 01400 000

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-------|------|------|---------|--------------------|---------------|
| 05/20/2019 | | 1703 | 312 | | CM | |
| 07/08/1994 | \$0 | Y-18 | 633 | | | |
| 12/18/1973 | \$0 | K-12 | 198 | | | |

Land Information

| Deed Acres: 0.00 | Calc Acres: 0.00 | Total Land Units: 0.23 |
|------------------------|------------------|------------------------|
| Land Type: 70 - EXEMPT | Soil Class: | Units: 0.23 |

View GIS Map for this Parcel

Glossary of Terms

How to Search

Division of Property Assessments Home Page Comptroller of the Treasury Home Page Fact Sheet

State of Tennessee Home Page

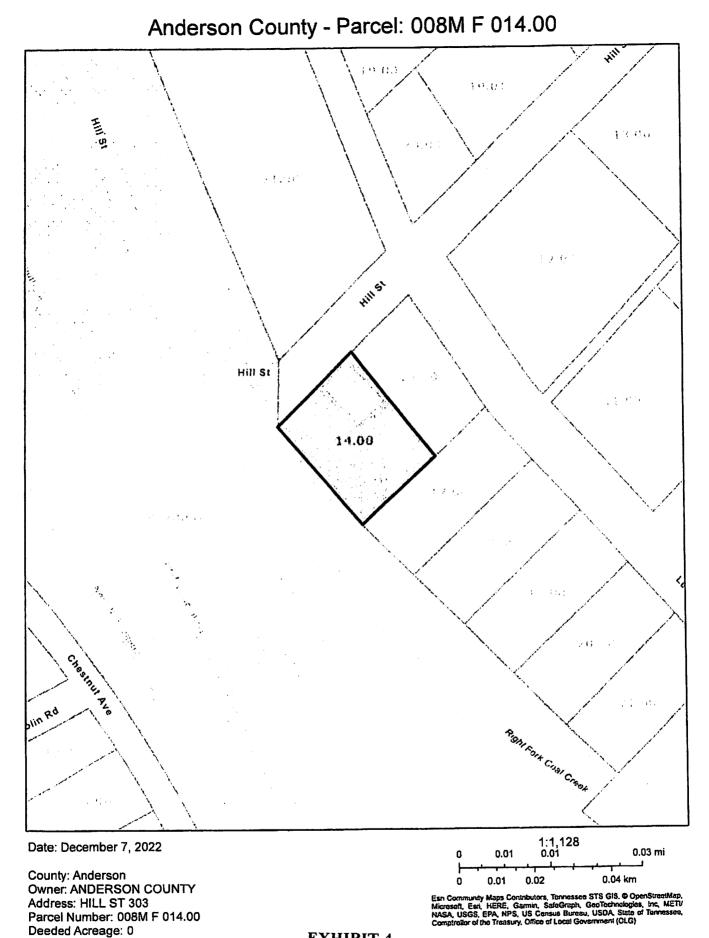


EXHIBIT 4

Calculated Acreage: 0

m information maint ــه ادمانت

Responsible Taxpayer/Owner: ANDERSON COUNTY TAX EXEMPT Map/Parcel: 12 8M F 8M 014.00

This instrument prepared by: N. JAY YEAGER COUNTY LAW DIRECTOR ANDERSON COUNTY, TENNESSEE 101 S. Main Street, Suite 310 Clinton, TN 37716

| BK/PG: 1703/312-313 | |
|----------------------------------|------|
| 19005179 | |
| 2 PGS:AL-DEED | |
| KIM BATCH: 156386 | |
| 06/19/2019 - 10:45:00 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 0.00 |
| DP FEE | 0.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 0.00 |
| STATE OF TENNESSEE, ANDERSON CON | INTY |

TIM SHELTON REGISTER OF DEEDS

TAX DEED PURSUANT TO TAX SALE

This indenture, made this <u>20</u> day of May, 2019, between Harold P. Cousins Jr., Clerk & Master for Anderson County Chancery Court, State of Tennessee, as party of the first part, and Anderson County, as the party of the second part.

WHEREAS, according to the provisions of the Tennessee Code Annotated of the State of Tennessee, the Clerk & Master of the County of Anderson, is authorized and required to advertise and sell real property upon which the taxes have not been paid, and,

WHEREAS, default was so made in the payment of such taxes, on various and sundry parcels of land situated within the County of Anderson, and the said Clerk & Master of said County did cause a list of said lands charged with such taxes, together with the notice required by Tennessee Code Annotated to be published as required by said sections, and

WHEREAS, pursuant to said notice and said statutes, the Clerk & Master of the County of Anderson did, on the 12th day of May, 2018, sell at public auction so much of said parcels of land as was sufficient to pay the unpaid taxes, interest and charges thereon, and

WHEREAS, the said party of the second part became entitled, by purchase at said tax sale, to the title of the parcel of land hereinafter particularly described, and

WHEREAS, the said parcel of land has not been redeemed within the period of time prescribed by law;

NOW THEREFORE, WITNESSETH:

That in consideration of the premises, and the sum of Four Thousand Six Hundred Eighty Dollars and 95/100 (\$4,680.95), lawful money of the United States, paid into the Treasury of the said County of Anderson by the said party of the second part, receipt of which is hereby acknowledged, and other good and valuable considerations, the said party of the first part does hereby grant, release and convey unto the said party of the second part, Anderson County, Tennessee, distributees, successors and assigns forever:

In District Twelve (12) of Anderson County, Tennessee, Map/Parcel: 12 8M F 8M 014.00

EXHIBIT 1

Being the same property conveyed to Danny Martin Trust by instrument recorded in Book of Deeds Y-18, Page 633, in the Register's Office for Anderson County, Tennessee.

Together with and including all of the right, title and interest of Anderson County, Tennessee in said premises, being the owner thereof as far as appears on the record, together with the hereditaments and appurtenances belonging thereto.

To have and to hold unto the said party of the second part, Anderson County, Tennessee, its distributees, successors and assigns forever. Subject, however, to all claims which the said County or State may have thereon for taxes or liens or encumbrances, and also subject to all easements or rights of way affecting such land which were in existence at the time of the levy of the tax on account of the non-payment of which such land was so sold.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Anderson County, Tennessee, the day and year first above written.

ansins HAROLD P. COUSINS JR. **CLERK & MASTER**

STATE OF TENNESSEE,

34

51

COUNTY OF ANDERSON.

, a Notary Public of the State and Before me, <u>MM</u> County aforesaid, personally appears Harold P. Cousins Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Clerk & Master of Anderson County, Tennessee, the within named bargainer, and that he as such Clerk & Master, executed the foregoing instrument for the purposes therein contained by signing the name of himself as Clerk & Master.

Witness my hand and seal at office this day of May, 2019.

<u>Sheracol</u> 1-26-21 stary Public 运 Ommission Expires:__ 2

EXHIBIT 1

TRANSFERRED

This Instrument Prepared by: Leslie Richard Hunt, Attorney 109 Leinart Street, Suite 101 Clinton, Tennessee 37716

"

JUL 0 8 1593 By owen X. Richtpocha

PROPERTY A3. SSOR

QUIT CLAIM DEED

State of Tennessee, County of ANBERSON Received for record the 09 day of JULY 1994 at 2:13 PM. (RECH 57332) Recorded in Book Y18 pages 633-634 State Tax \$.00 Clerks Fee \$.00, Recordins \$ 8.00, Total \$ 8.00; Resister of Beeds RICKY MEREDITH Beputy Resister SHARDN GRAY

THIS INDENTURE, made this _____ day of June, 1994, between Katie Hawkins and Margaret Hawkins Wilson, First Parties, and Danny Martin, Trust, Second Party.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, first party has granted, bargained, sold, conveyed, remised, released and quitclaimed, and does hereby grant, bargain, sell, convey, remise, release, and quitclaim unto the said party of the second part, the following described premises, to-wit:

Situated in District No. One, of Anderson County, Tennessee, and within the corporate limits of the Town of Lake City, and being in R.L. Leach's Addition to the Town of Coal Creek, and described as follows:

Beginning on the Northwestern corner of William Disney's lot, (now Fred Smiddy), a stake in the South Line of Hill Street, and running Westwardly with said line, 72 feet, more or less, to a stake in the Eastern line of an alley (now abandoned); thence with said line a Southward course about 96 feet to a stake, (Pearl Humphrey) now the Curnett corner; thence with the (Pearl Humphrey) Curnett line, an Eastward course to (William Disney) Fred Smiddy's Southwest corner; thence a Northward course with said Smiddy line back to the beginning; being parts of Lots No. 9 and No. 10, of Block No. 2 of said Leach's Addition.

Being the same property conveyed to Katie Hawkins and Margaret Hawkins Wilson on December 18, 1973, by August Byrge and wife Nellie Byrge, recorded in Warranty Deed Book "K", Vol. 12, page 198 in the Anderson County Register's Office.

The preparer of this deed makes no representation as to the status of title to the property described hereto. This deed has been prepared solely from information EXHIBIT 2

BK Y18 PG

PG 634

Margaret Haukin Wilson Elecutrit for Walie

Margaret Hawkins Wilson, Executrix for Katie Hawkins

arganet Hauseins Wilson

Margaret Hawkins Wilson

State of Tennessee County of Anderson

Personally appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, Margaret Hawkins Wilson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at office, this $\underline{7}$ day of June, 1994.

Commission Expiration Date: $\frac{2}{1/9}$

Person Responsible for Property Taxes: Danny Martin 309 Chestnut 3 0 3 Hill At. Lake City, Tennessee

Lake City, Tennessee I hereby swear or affirm that the actual value of the property transferred, is A GIFT, which amount is equal to or greater than the amount which the property

Notary Public

transferred would command at a fair and voluntary sale Sworn and subscribed before me, this \cancel{P} day of _____ 1994. Commission Expiration Date:

STATE OF TENNESSEE REAL ESTATE ASSESSMENT DATA Skip Navigation Links

HomeAboutNew SearchReturn to List

| County Number: 001 | County Na | County Name: ANDERSON | | | |
|---|---------------------------|-----------------------------|--------------|--|--|
| Property Owner and | Mailing Address | | | | |
| Jan 1 Owner: ANDERSON COUNTY 100 N MAIN ST CLINTON, TN 37716 | | | | | |
| Property Location | | | | | |
| Address: HILL ST 303 | | | | | |
| Map: 008M GI | r p: F Ctrl Map: 0 | 08M Parcel: 014.00 | PI: S/I: 000 | | |
| Value Information | | | | | |
| Reappraisal Year: 2 | 2020 | | | | |
| Land Mkt Value: | \$13,500 | | | | |
| Improvement Value | ə: \$0 | | | | |
| Total Market Appra | l isal: \$13,500 | | | | |
| Assessment %: | 0 | | | | |
| Assessment: | \$ 0 | | | | |
| General Information | 1 | | | | |
| Class: | 01 - COUNTY | | | | |
| City #: | 398 | City: | ROCKY TOP | | |
| SSD1: | 000 | SSD2: | 000 | | |
| District: | 12 | Mkt Area: | R01 | | |
| # Bldgs: | 1 | # Mobile Homes: | 0 | | |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC | | |

Utilities -Zoning: Gas / Gas 01 - PUBLIC - NATURAL GAS Type:

Subdivision Data

| Subdivision: | | R. L. LEACH | SUB | | | | | |
|--------------|---|-------------|-----|--------|------|------|------|--|
| Plat Bk: | 2 | Plat Pg: | 125 | Block: | 0002 | Lot: | PT.9 | |

Additional Description

12 008M F 008M 01400 000

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-------|------|------|---------|--------------------|---------------|
| 05/20/2019 | | 1703 | 312 | | CM | |
| 07/08/1994 | \$0 | Y-18 | 633 | | | |
| 12/18/1973 | \$0 | K-12 | 198 | | | |

Land Information

| Deed Acres: 0.00 | Calc Acres: 0.00 | Total Land Units: 0.23 |
|------------------------|------------------|------------------------|
| Land Type: 70 - EXEMPT | Soil Class: | Units: 0.23 |

View GIS Map for this Parcel

Glossary of Terms Division of Property Assessments

Home Page

How to Search

Comptroller of the Treasury Home Page

Fact Sheet

State of Tennessee Home Page



EXHIBIT 4

Parcel Number: 008M F 014.00

Deeded Acreage: 0

Calculated Acreage: 0

Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)

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COMPTROLLER'S INVESTIGATIVE REPORT

Anderson County Animal Care and Control

December 6, 2022

Jason E. Mumpower Comptroller of the Treasury

Hem #3



DIVISION OF INVESTIGATIONS



JASON E. MUMPOWER Comptroller

December 6, 2022

Mayor Terry Frank and Members of the County Commission 100 N Main Street Clinton, TN 37716

Anderson County Officials:

The Office of the Comptroller of the Treasury conducted an investigation of selected records of the Anderson County Animal Care and Control Department, and the results are presented herein.

Copies of this report are being forwarded to Governor Bill Lee, the State Attorney General, the District Attorney General of the 7th Judicial District, certain state legislators, and various other interested parties. A copy of the report is available for public inspection in our Office and may be viewed at <u>http://www.comptroller.tn.gov/ia/</u>.

Sincerely,

Jasøn E. Mumpower Comptroller of the Treasury

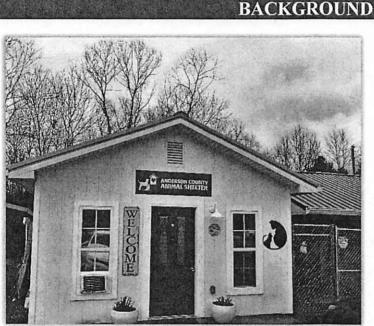
JEM/MLC



INVESTIGATIVE REPORT

Anderson County Animal Care and Control Department

The Office of the Comptroller of the Treasury, in conjunction with the Anderson County Sheriff's Department, investigated allegations of malfeasance related to the Anderson County Animal Care and Control Department (department). The investigation was initiated after Anderson County officials reported several concerns. The investigation was limited to selected records for the period February 28, 2021, through March 31, 2022. The results of the investigation were communicated with the Office of the District Attorney General of the 7th Judicial District.



Located at 1480 Blockhouse Valley Road in Clinton, Tennessee, the department exists to serve the residents of Anderson County. The department is charged with investigating animal bites, animal cruelty and abuse, and complaints of animal noise annoyance, unsanitary conditions, or abandoned animals. In addition, the department rescues injured or sick animals, controls stray and potentially dangerous animals roaming at large, and transports lost pets to the animal shelter where their owners can reclaim them.

The department employs a director that oversees department finances and activities. The director was also a Certified Animal Euthanasia Technician (CAET) licensed through the Tennessee Board of Veterinary Medical Examiners (board). The board first issued a CAET license to the department director on August 20, 2003. The board is charged with safeguarding the health, safety, and welfare of Tennesseans by assuring all who practice as an animal euthanasia technician within this state are qualified through board approved courses. Each CAET license is valid for a biennial period. The board's administrative office mails renewal notices 45 days prior to the CAET license expiration date to the licensee's address on record. The director renewed his license on a biennial basis until he received the 2021 renewal application. The director did not submit the 2021 renewal application to the board, resulting in his CAET license expiring on February 28, 2021.



RESULTS OF INVESTIGATION

• THE DIRECTOR FAILED TO MAINTAIN AN ACTIVE CERTIFIED ANIMAL EUTHANASIA TECHNICIAN LICENSE WHILE EUTHANIZING ANIMALS

Investigators determined the director's CAET license expired on February 28, 2021, however he continued to euthanize animals until December 7, 2021 without having an active CAET license. Investigators determined the director euthanized 140 animals after his license expired.

Chapter 1730-05-.14 of the rules of the board require all animal euthanasia personnel to follow federal regulations for the use of controlled substances including storage and recordkeeping. In addition, all personnel must maintain a record of all euthanasia and pre-euthanasia solutions administered. Pursuant to this rule, the director maintained a Controlled Substance Usage Log that included euthanasia drug information as well as information such as date administered, method dispensed, animal identifying information, and death verification method. For each usage of the euthanasia drug, the Controlled Substance Usage Log required a signature of the individual administering the drug. The logs indicated that the director did not change the methods he used to administer or record the usage of euthanasia drugs after his license expired. Anderson County officials obtained statements from current employees, former employees, and volunteers that worked within the department regarding these euthanized animals. Through review of selected statements, investigators determined several individuals witnessed the director euthanizing animals within the department facilities after his license expired.

Section 63.12.141 (b), *Tennessee Code Annotated*, states the board, upon submission of a complete application and payment of a fee established by the board, shall issue to any person who it determines to be qualified, a certificate for such person to function as a certified animal euthanasia technician. It is a Class B misdemeanor for any person or entity to use or imply that such person or entity has been granted a certificate as a certified animal euthanasia technician unless a certificate has been granted under this title. Ensuring only certified individuals euthanize animals reduces the risk an animal is euthanized improperly.

The director admitted to investigators that he inadvertently failed to renew his CAET license and took full responsibility for this oversight. In addition, the director stated he had started the process to get recertified. Investigators determined the director paid a civil penalty of \$225 to the Department of Health, in accordance with the *Rules of Tennessee Board of Veterinary Medical Examiners*, applied for reinstatement of his license, and took a CAET certification class. However, the director notified the board on July 7, 2022, that he would like to withdraw his application due to his pending retirement. The director retired from Anderson County on July 20, 2022.



COMPLIANCE DEFICIENCY

The Comptroller's investigation revealed a deficiency in compliance.

Deficiency: A department employee improperly solicited donations

A department employee used Facebook to solicit donations for animal medical bills for the department. In the Facebook post dated November 23, 2021, the employee presented herself on behalf of the department, and she received \$510 in donations. On November 30, 2021, Anderson County officials met with the employee and informed her that Anderson County employees are not permitted to solicit private funds in the name of the department. Furthermore, Anderson County officials requested the employee submit all solicited funds to the county and remove the solicitation immediately. On December 14, 2021, the county received funds from the employee totaling the amount solicited (minus fees Facebook charges for collection). The county receipted these funds as a donation. Anderson County officials did promptly identify and rectify the issue. The employee resigned from Anderson County on August 9, 2022.

Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 22-12-973

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO RETAIN OWNERSHIP IN REAL PROPERTY RECEIVED BY THE COUNTY THROUGH THE DELINQUENT TAX SALE PROCESS TO WIT: MAP: 008M; GROUP: F; CONTROL MAP: 008M; PARCEL: 014.00 AND USE THIS PROPERTY FOR A PUBLIC PURPOSE AND SPECIFICALLY ENTER INTO A LEASE AGREEMENT WITH HIGHLAND COMMUNICATIONS, LLC TO FACILITATE GRANT COMPLIANCE UNDER THE TENNESSEE BROADBAND ACCESSIBILITY GRANT IN AN EFFORT TO PROVIDE HIGH-SPEED INTERNET SERVICE TO UNDERSERVED AREAS OF ANDERSON COUNTY FOR THE USE AND BENEFIT OF THE PUBLIC AT-LARGE.

WHEREAS, Anderson County Government was awarded ownership of a parcel of property identified as Map: 008M; Group: F; Control Map: 008M; Parcel: 014.00, by the Seventh Judicial District Chancery Court on May 12, 2018; and

WHEREAS, the period of redemption expired on May 11, 2019 and a Clerk and Master's Deed was issued to Anderson County and recorded in the Register of Deeds Office at Book: 1703; Page: 312, on May 20, 2019; and

WHEREAS, since that time the property has been declared tax exempt, and no person or entity has submitted bids to the County Mayor in an effort to purchase said property; and

WHEREAS, Anderson County has been awarded a Tennessee Broadband Accessibility Grant to provide high-speed internet services to areas in Anderson County that have traditionally been underserved by internet; and

WHEREAS, Highland Communications, LLC is authorized to construct and operate broadband internet services in Anderson County, and will accept the above-described property as Anderson County's match to the Broadband Accessibility Grant; and

WHEREAS, the Anderson County Legislative Body desires to retain ownership to the above-described property for a public purpose under Tenn. Code Ann. § 67-5-2708(b)(10), and enter into a long-term lease to Highland Communications, LLC to use said property to facilitate broadband internet service to underserved areas of Anderson County; and

WHEREAS, the describe lease shall be at all times contingent upon Highland Communications using said property for a public purpose, specifically to construct, install and operate infrastructure for the Broadband Accessibility Grant.

NOW, THEREFORE, BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 19th day of December 2022 that we hereby authorize the County Mayor to retain ownership of the above-described real property, identified as: Map: 008M; Group: F; Control Map: 008M; Parcel: 014.00, and otherwise known as, 303 Hill Street, Rocky Top, TN.

BE IT FURTHER RESOLVED that we authorize the County Mayor to enter into a long-term lease agreement with Highland Communications, LLC to use the property for a public purpose only, and specifically to construct, install and operate infrastructure for the Broadband Accessibility Grant.

RESOLVED DULY PASSED AND EFFECTIVE this 19th day of December 2022.

Joshua N. Anderson, Chair

Terry Frank, Mayor

<u>LEASE AGREEMENT</u> HIGHLAND COMMUNICATIONS Tennessee Broadband Accessibility Grant

1

This LEASE AGREEMENT is made by and between the parties of ANDERSON COUNTY GOVERNMENT, a governmental entity and political subdivision of the State of Tennessee, (hereinafter "Lessor"), and HIGHLAND COMMUNICATIONS, LLC, a Tennessee Limited Liability Company, organized under the laws of Tennessee (hereinafter "Lessee").

WHEREAS, this Lease Agreement is contingent upon the Lessee's continued use of the property for a *public purpose*, and specifically to facilitate infrastructure for broadband internet services to the public at-large and compliance with the Tennessee Broadband Accessibility Grant; and

WHEREAS, the subject property was obtained by Lessor through the delinquent tax sale process on May 12, 2018, with the period of redemption expiring on May 12, 2019, and has specifically been authorized by the Anderson County Legislative Body for ownership to be retained for a public purpose pursuant to Tenn. Code Asn.§ 67-5-2708(b)(10) as recited below:

The county may, upon a majority vote of its legislative body determining it in the best interests of the county to use the property for a public purpose, decide to retain ownership and possession of such property.

WHEREAS, authorization for continued ownership and retention for a *public purpose* was approved by the County Legislative Body on December 19, 2022 by the passage of Resolution 22-12-973.

NOW THEREFORE, the respective parties have agreed to the terms and contingencies as described below.

WITNESSETH:

Section 1. DEMISED PREMISES:

Lessor hereby leases to Lessee, and Lessee accepts this Lease Agreement to the following demised premises:

SITUATED within the 12th Civil District of Anderson County, Tennessee, inside the City of Rocky Top and more particularly described as follows:

BEING identified as a Situated in District No. One[Sic], of Anderson County, Tennessee, and within the corporate limits of the City of Rocky Top, and being in R. L. Leach's Addition to the Town of Coal Creek, and described as follows: Beginning on the Northwestern corner of William Disney's lot, (now Fred Smiddy), a stake in the South Line of Hill Street, and running Westwardly with said line, 72 feet, more or less, to a stake in the Eastern line of an alley (now abandoned); thence with said line a Southward course about 96 feet to a stake, (Pearl Humphrey) now the Curnett corner; thence with the (Pearl Humphrey) Curnett line, an Eastward course to (William Disney) Fred Smiddy's Southwest corner; thence a Northward course with said Smiddy line back to the beginning; being parts of Lots No. 9 and No. 10, of Block No. 2 of said Leach's Addition.

Being the same property conveyed to Anderson County on May 20th, 2019 by Harold P. cousins Jr., Clerk & Master for Anderson County Chancery Court recorded in Book 1703, Page 312, in the Register's Office for Anderson County, Tennessee. (See, Exhibit 1)

Being the same property conveyed to Danny Marin, Trust in June, 1994, by Katie Hawkins and Margaret Hawkins Wilson recorded in Book Y-18, Page 633, in the Register's Office for Anderson County, Tennessee (See, Exhibit 2)

See also: Tennessee Real Estate Assessment Data (Exhibit 3) Tennessee GIS Map (Exhibit 4)

Section 2. CONDITIONS AND CONTINGENCIES:

The following conditions and contingencies shall apply to this Lease Agreement at all times: (1) Lessee shall use the Demised Premises for a public purpose at all times and specifically for the public purpose of maintaining, construction and operation of infrastructure for the Tennessee Broadband Accessibility Grant; (2) If Lessee fails to use the property for a public purpose at any time during the duration of this Lease Agreement, this Lease shall automatically, and without further judicial process, shall be deemed breached and Lessee in default of its terms. Lessor shall have available to it all legal and equitable remedies afforded by Tennessee law; (3) Lessor requires and Lessee accepts that Lessee operate and abide by all conditions set forth by Lessee herein and in the future, and all requirements of Tennessee law and/or local Resolution or Ordinances.

Section 3. CONSIDERATION:

This agreement is made upon consideration of a yearly lease payment in the amount of One dollar (\$1.00) per year for Forty (40) years, for a total consideration of Forty (40) dollars (\$40.00) and other benefits and mutual covenants herein set out, the sufficiency and adequacy are hereby agreed to and accepted as recited.

Section 4. TERM OF LEASE:

This Lease Agreement shall be effective from the 1st day of January, 2023, through and including the 31st day of December, 2063. Upon consent of both parties, this Lease Agreement may be renewed for an additional term agreed to by the parties.

Section 5. INDEMNITY:

The Lessee agrees to defend and hold harmless the Lessor from and against any and all claims of, or damage to property, or injury to, or death of person or persons resulting from or arising out of

use of the leased property by the Lessee or the public being served by the Lessee, where such injury, damage, or death occurs as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage and list Lessor as an additional covered party sufficient to cover all claims per aggregate, or other required and additional sums sufficient to cover any and all claims arising from property damages, injuries, illness or death on premise. Insurance certifications shall be provided to Lessor annually by Lessee.

DEFAULT: Section 6.

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Lease Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including reasonable attorney's fees and the costs associated with the default. If Lessee fails to comply with any provision embodied herein, or additional rules for operation and maintenance established by Lessor, this lease shall be cancelled, declared null and void, and premises automatically restored to the ownership of Lessor without demand for re-entry by Lessor.

NO ORAL MODIFICATION: Section 7.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

CANCELLATION: Section 8.

In the event any party materially breaches, defaults or fails to perform hereunder, this Lease Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time.

Section 9. WAIVER:

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver às, of any and all rights hereunder.

ENTIRE AGREEMENT: Section 10.

This Lease Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Section 11. **SEVERABILITY:**

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 12. **EXHIBITS:**

Any Exhibits attached hereto or incorporated herein are made a part of this Lease Agreement for all purposes. The expression "this Lease Agreement" means the body of this Agreement and the attached Exhibits.

MULTIPLE COUNTERPARTS; EFFECTIVENESS: Section 13.

This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Lease Agreement shall become effective when executed and delivered by all the parties.

JURISDICTION: Section 14.

Each party hereby irrevocably consents to the jurisdiction of all courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

BINDING EFFECT: Section 15.

This Lease Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Section 16. **CHOICE OF LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 17. **NOTICE:**

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys.

For Lessor:

Office of the County Mayor Anderson County Courthouse 100 N. Main Street, Room 208 and the second s Clinton, TN 37716

Office of the Anderson County Law director 101 S. Main St. STE. 310 i. Clinton, TN 37716

For Lessee: Highland Communications, LLC 119 Hillcrest St. Wartburg, TN 37887-4208

Registered Agent: Stephen Marcum 3 Courthouse Square Road Huntsville, TN 37756

TITLES AND SUBTITLES: Section 18.

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 19. **ASSIGNMENT:**

This Lease Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 20. FURTHER DOCUMENTATION:

The parties agree for themselves and their successors and assigns to hold this Lease Agreement as valid and to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Lease Agreement.

Section 21. RELEASE AND HOLD HARMLESS:

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise in the future subject to Section 5 of this Lease Agreement. The only claim that shall survive this Lease Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper legal authority and counsel have accepted the terms and executed this Lease Agreement.

| | 2 | |
|-----------------------|--|---------------------------------------|
| | | · · · · · · · · · · · · · · · · · · · |
| | | |
| This | day of | , 202 |
| | | |
| | ANDERSON COMPANY |) - |
| CCEPTANCE BY | ANDERSON COUNTY (Less | or <i>)</i> : |
| | | |
| | | |
| | | |
| | se de la companya de | |
| rry Frank, County May | /or | |
| | ζ. | |

Joshua N. Anderson, Chair, AC Bd. of Commissioners

ATTEST:

Robby Holbrook, Director of Finance

Jeff Cole, Anderson County Clerk

Approval as to Legal Form:

N. Jay Yeager Anderson Co. Law Director

Approved by the Anderson County Board of Commissioners on December 19th, 2022.

ACCEPTANCE BY HIGHLAND COMMUNCATIONS, LLC (Lessee):

| | l. |
|----------------------|------|
| Authorized Signature | — /~ |
| | |
| Printed Name | |
| Title | |
| Date | |

Responsible Taxpayer/Owner: ANDERSON COUNTY TAX EXEMPT Map/Parcel: 12 8M F 8M 014.00

BK/PG: 1703/312-313 19005179

This instrument prepared by: N. JAY YEAGER COUNTY LAW DIRECTOR ANDERSON COUNTY, TENNESSEE 101 S. Main Street, Suite 310 Clinton, TN 37716

| | 19005179 | |
|---|------------------------------|--------|
| Ξ | 2 PGS:AL-DEED | |
| | KIM BATCH: 156386 | |
| | 06/19/2019 - 10:45:00 AM | |
| | VALUE | 0.00 |
| = | MORTGAGE TAX | 0.00 |
| | TRANSFER TAX | 0.00 |
| | RECORDING FEE | 0.00 |
| | DP FEE | 0.00 |
| | REGISTER'S FEE | 0.00 |
| | TOTAL AMOUNT | 0.00 |
| | STATE OF TENNESSEE, ANDERSON | COUNTY |

TIM SHELTON

TAX DEED PURSUANT TO TAX SALE

This indenture, made this <u>20</u>⁴ day of May, 2019, between Harold P. Cousins Jr., Clerk & Master for Anderson County Chancery Court, State of Tennessee, as party of the first part, and Anderson County, as the party of the second part.

WHEREAS, according to the provisions of the Tennessee Code Annotated of the State of Tennessee, the Clerk & Master of the County of Anderson, is authorized and required to advertise and sell real property upon which the taxes have not been paid, and,

WHEREAS, default was so made in the payment of such taxes, on various and sundry parcels of land situated within the County of Anderson, and the said Clerk & Master of said County did cause a list of said lands charged with such taxes, together with the notice required by Tennessee Code Annotated to be published as required by said sections, and

WHEREAS, pursuant to said notice and said statutes, the Clerk & Master of the County of Anderson did, on the 12th day of May, 2018, sell at public auction so much of said parcels of land as was sufficient to pay the unpaid taxes, interest and charges thereon, and

WHEREAS, the said party of the second part became entitled, by purchase at said tax sale, to the title of the parcel of land hereinafter particularly described, and

WHEREAS, the said parcel of land has not been redeemed within the period of time prescribed by law;

NOW THEREFORE, WITNESSETH:

That in consideration of the premises, and the sum of Four Thousand Six Hundred Eighty Dollars and 95/100 (\$4,680.95), lawful money of the United States, paid into the Treasury of the said County of Anderson by the said party of the second part, receipt of which is hereby acknowledged, and other good and valuable considerations, the said party of the first part does hereby grant, release and convey unto the said party of the second part, Anderson County, Tennessee, distributees, successors and assigns forever:

In District Twelve (12) of Anderson County, Tennessee, Map/Parcel: 12 8M F 8M 014.00

Being the same property conveyed to Danny Martin Trust by instrument recorded in Book of Deeds Y-18, Page 633, in the Register's Office for Anderson County, Tennessee.

Together with and including all of the right, title and interest of Anderson County, Tennessee in said premises, being the owner thereof as far as appears on the record, together with the hereditaments and appurtenances belonging thereto.

To have and to hold unto the said party of the second part, Anderson County, Tennessee, its distributees, successors and assigns forever. Subject, however, to all claims which the said County or State may have thereon for taxes or liens or encumbrances, and also subject to all easements or rights of way affecting such land which were in existence at the time of the levy of the tax on account of the non-payment of which such land was so sold.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Anderson County, Tennessee, the day and year first above written.

ansins/ HAROLD P. COUSINS JR.

CLERK & MASTER

STATE OF TENNESSEE,

3.

-

COUNTY OF ANDERSON.

Before me, <u>Janolin Mercurre</u>, a Notary Public of the State and County aforesaid, personally appears Harold P. Cousins Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Clerk & Master of Anderson County, Tennessee, the within named bargainer, and that he as such Clerk & Master, executed the foregoing instrument for the purposes therein contained by signing the name of himself as Clerk & Master.

Witness my hand and seal at office thi day of May, 2019.

des Marand ANDE: IN otary Public Ammission Expires:

TRANSFERRED

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JUL 0 8 1993

This Instrument Prepared by: Leslie Richard Hunt, Attorney 109 Leinart Street, Suite 101 Clinton, Tennessee 37716

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BY OWEN X. NUMERCE PROPERTY A3. SSOR

QUIT CLAIM DEED

State of Tennessee, County of ANDERSON Received for record the OB day of JULY 1994 at 2:13 FM. (REC# 57332) Recorded in Book YIB Pages 633- 634 ,00, .00 Clerks Fee \$ State Tax \$ Recordins \$ 8.00, Total \$ 8.00. Register of Deeds RICKY NEREDITH Deputy Resister SHARON GRAYA

T ł

day of June, 1994, between Katie THIS INDENTURE, made this Hawkins and Margaret Hawkins Wilson, First Parties, and Danny Martin, Trust, Second Party.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, first party has granted, bargained, sold, conveyed, remised, released and quitclaimed, and does hereby grant, bargain, sell, convey, remise, release, and quitclaim unto the said party of the second part, the following described premises, to-wit:

Situated in District No. One, of Anderson County, Tennessee, and within the corporate limits of the Town of Lake City, and being in R.L. Leach's Addition to the Town of Coal Creek, and described as follows:

Beginning on the Northwestern corner of William Disney's lot, (now Fred Smiddy), a stake in the South Line of Hill Street, and running Westwardly with said line, 72 feet, more or less, to a stake in the Eastern line of an alley (now abandoned); thence with said line a Southward course about 96 feet to a stake, (Pearl Humphrey) now the Curnett corner; thence with the (Pearl Humphrey) Curnett line, an Eastward course to (William Disney) Fred Smiddy's Southwest corner; thence a Northward course with said Smiddy line back to the beginning; being parts of Lots No. 9 and No. 10, of Block No. 2 of said Leach's Addition.

Being the same property conveyed to Katie Hawkins and Margaret Hawkins Wilson on December 18, 1973, by August Byrge and wife Nellie Byrge, recorded in Warranty Deed Book "K", Vol. 12, page 198 in the Anderson County Register's Office.

The preparer of this deed makes no representation as to the status of title to the property described hereto. This deed has been prepared solely from information Sumished to the preparer, who makes no representation whatsoever other than it EXHIBIT 2

BK Y18 PG 634

Bargoret Hauking Wilson Malie

Margaret Hawkins Wilson, Executrix for Katie Hawkins

Monet Haukins Wilson

Margaret Hawkins Wilson

Notary Publi

State of Tennessee County of Anderson

Personally appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, Margaret Hawkins Wilson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at office, this $\underline{7}^{\mu}$ day of June, 1994.

Commission Expiration Date: 2/1/9

Person Responsible for Property Taxes: Danny Martin 309 Chestnut 3 0 3 Hill St. Lake City, Tennessee

I hereby swear or affirm that the actual value of the property transferred, is A GIFT, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sworn and subscribed before me, this \underline{P} day of \underline{P} 1994. Commission Expiration Date:

STATE OF TENNESSEE REAL ESTATE ASSESSMENT DATA

Skip Navigation Links

HomeAboutNew SearchReturn to List

| County Number: 001 | County Na | Tax Year: 2023 | |
|---|---------------------|-----------------------------|--------------------|
| Property Owner and I | Mailing Address | | |
| Jan 1 Owner: ANDERSON COUNTY 100 N MAIN ST CLINTON, TN 37716 | | | |
| Property Location | | | |
| Address: HILL ST 303 | | | |
| Мар: 008М Grp | F Ctrl Map: 0 | 08M Parcel: 014.00 Pl | : S/I : 000 |
| Value Information | | | |
| Reappraisal Year: 202 | 20 | | |
| Land Mkt Value: | \$13,500 | | |
| Improvement Value: | \$0 | | |
| Total Market Apprais | al: \$13,500 | | |
| Assessment %: | 0 | | |
| Assessment: | \$0 | | |
| General Information | | | |
| Class: | 01 - COUNTY | | |
| City #: | 398 | City: | ROCKY TOP |
| SSD1: | 000 | SSD2: | 000 |
| District: | 12 | Mkt Area: | R01 |
| # Bldgs: | 1 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 1 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |

| Utilities - Gas / Gas | 01 - PUBLIC - NATURAL GAS | Zoning: |
|--------------------------|---------------------------|---------|
| Туре: | | |

Subdivision Data

| Subdivision: | R. L. LEACH SUB | | |
|--------------|-----------------|-------------|-----------|
| Plat Bk: 2 | Plat Pg: 125 | Block: 0002 | Lot: PT.9 |

Additional Description

12 008M F 008M 01400 000

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-------------|------|-------------|---------|--------------------|---------------|
| 05/20/2019 | | 1703 | 312 | | CM | |
| 07/08/1994 | \$0 | Y-18 | 633 | | | |
| 12/18/1973 | \$ 0 | K-12 | 1 98 | | | |

Land Information

| Deed Acres: 0.00 | Calc Acres: 0.00 | Total Land Units: 0.23 |
|------------------------|------------------|------------------------|
| Land Type: 70 - EXEMPT | Soil Class: | Units: 0.23 |

View GIS Map for this Parcel

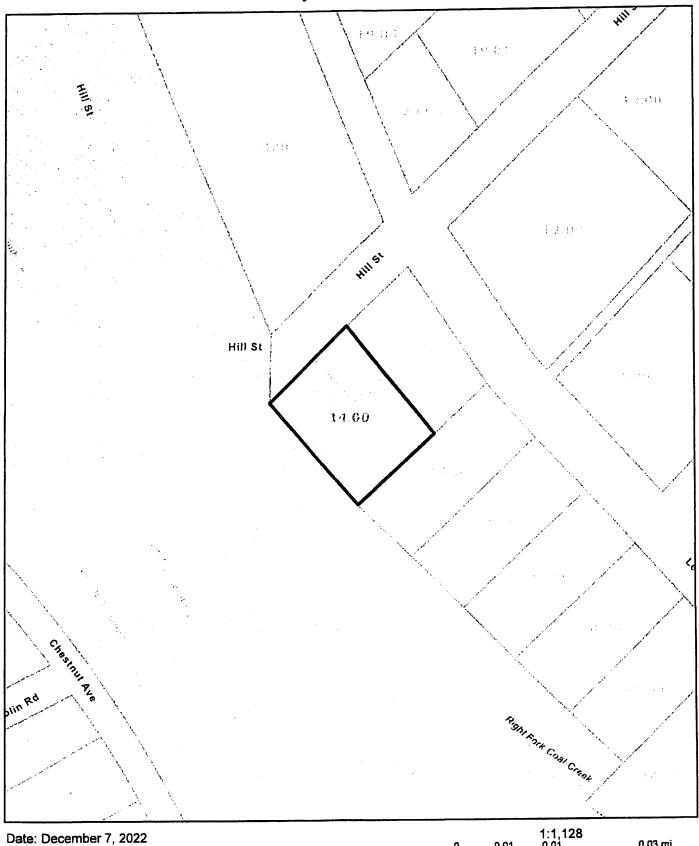
Glossary of Terms

How to Search

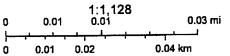
Division of Property Assessments Home Page Comptroller of the Treasury Home Page Fact Sheet

State of Tennessee Home Page

Anderson County - Parcel: 008M F 014.00



County: Anderson Owner: ANDERSON COUNTY Address: HILL ST 303 Parcel Number: 008M F 014.00 Deeded Acreage: 0 Calculated Acreage: 0



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Responsible Taxpayer/Owner: ANDERSON COUNTY TAX EXEMPT Map/Parcel: 12 8M F 8M 014.00

This instrument prepared by: N. JAY YEAGER COUNTY LAW DIRECTOR ANDERSON COUNTY, TENNESSEE 101 S. Main Street, Suite 310 Clinton, TN 37716

| BK/PG: 1703/312-313 |
|---------------------|
| 19005179 |
| SAL DECD |

| 13003178 | |
|---|--------|
| = 2 PGS:AL DEED | |
| KIM BATCH: 156386 06/19/2019 - 10:45:00 AM VALUE MORTGAGE TAX TRANSFER TAX RECORDING FEE DP FEE REGISTER'S FEE TOTAL AMOUNT | |
| 06/19/2019 - 10:45:00 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 0.00 |
| DP FEE | 0.00 |
| REGISTER'S FEE | 0.00 |
| TOTALAMOUNT | 0.00 |
| STATE OF TENNESSEE, ANDERSON | COUNTY |

TIM SHELTON REGISTER OF DEEDS

TAX DEED PURSUANT TO TAX SALE

This indenture, made this <u>20</u> day of May, 2019, between Harold P. Cousins Jr., Clerk & Master for Anderson County Chancery Court, State of Tennessee, as party of the first part, and Anderson County, as the party of the second part.

WHEREAS, according to the provisions of the Tennessee Code Annotated of the State of Tennessee, the Clerk & Master of the County of Anderson, is authorized and required to advertise and sell real property upon which the taxes have not been paid, and,

WHEREAS, default was so made in the payment of such taxes, on various and sundry parcels of land situated within the County of Anderson, and the said Clerk & Master of said County did cause a list of said lands charged with such taxes, together with the notice required by Tennessee Code Annotated to be published as required by said sections, and

WHEREAS, pursuant to said notice and said statutes, the Clerk & Master of the County of Anderson did, on the 12th day of May, 2018, sell at public auction so much of said parcels of land as was sufficient to pay the unpaid taxes, interest and charges thereon, and

WHEREAS, the said party of the second part became entitled, by purchase at said tax sale, to the title of the parcel of land hereinafter particularly described, and

WHEREAS, the said parcel of land has not been redeemed within the period of time prescribed by law;

NOW THEREFORE, WITNESSETH:

That in consideration of the premises, and the sum of Four Thousand Six Hundred Eighty Dollars and 95/100 (\$4,680.95), lawful money of the United States, paid into the Treasury of the said County of Anderson by the said party of the second part, receipt of which is hereby acknowledged, and other good and valuable considerations, the said party of the first part does hereby grant, release and convey unto the said party of the second part, Anderson County, Tennessee, distributees, successors and assigns forever:

In District Twelve (12) of Anderson County, Tennessee, Map/Parcel: 12 8M F 8M 014.00

Being the same property conveyed to Danny Martin Trust by instrument recorded in Book of Deeds Y-18, Page 633, in the Register's Office for Anderson County, Tennessee.

Together with and including all of the right, title and interest of Anderson County, Tennessee in said premises, being the owner thereof as far as appears on the record, together with the hereditaments and appurtenances belonging thereto.

To have and to hold unto the said party of the second part, Anderson County, Tennessee, its distributees, successors and assigns forever. Subject, however, to all claims which the said County or State may have thereon for taxes or liens or encumbrances, and also subject to all easements or rights of way affecting such land which were in existence at the time of the levy of the tax on account of the non-payment of which such land was so sold.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Anderson County, Tennessee, the day and year first above written.

ansind HAROLD P. COUSINS JR.

CLERK & MASTER

STATE OF TENNESSEE,

23

COUNTY OF ANDERSON.

Before me, <u><u>AMOUCHARMENTER</u></u>, a Notary Public of the State and County aforesaid, personally appears Harold P. Cousins Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Clerk & Master of Anderson County, Tennessee, the within named bargainer, and that he as such Clerk & Master, executed the foregoing instrument for the purposes therein contained by signing the name of himself as Clerk & Master.

Witness my hand and seal at office this day of May, 2019.

ic Emirac 1-26-21 otary Public ANDENTIN Commission Expires: /-ANDERS

TRANSFERRED

JUL 0 3 1591

This Instrument Prepared by: Leslie Richard Hunt, Attorney 109 Leinart Street, Suite 101 Clinton, Tennessee 37716

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PROPERTY AS SSOR

QUIT CLAIM DEED

State of Tennessee, County of ANDERSON Received for record the OB day of JULY 1994 at 2:13 PM. (REC# 57332) Recorded in Book Y18 pages 633-634 State Tax \$.00 Clerks Fee \$.00, Recording \$ 8.00, Total \$ 8.00, Resister of Deeds RICKY MEREDITH Deputy Resister SHARON GRAY ł

THIS INDENTURE, made this _____ day of June, 1994, between Katie Hawkins and Margaret Hawkins Wilson, First Parties, and Danny Martin, Trust, Second Party.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar

(\$1.00) and other good and valuable considerations, to him in hand paid by the party of

the second part, the receipt of which is hereby acknowledged, first party has granted,

bargained, sold, conveyed, remised, released and quitclaimed, and does hereby grant,

bargain, sell, convey, remise, release, and quitclaim unto the said party of the second part,

the following described premises, to-wit:

Situated in District No. One, of Anderson County, Tennessee, and within the corporate limits of the Town of Lake City, and being in R.L. Leach's Addition to the Town of Coal Creek, and described as follows:

Beginning on the Northwestern corner of William Disney's lot, (now Fred Smiddy), a stake in the South Line of Hill Street, and running Westwardly with said line, 72 feet, more or less, to a stake in the Eastern line of an alley (now abandoned); thence with said line a Southward course about 96 feet to a stake, (Pearl Humphrey) now the Curnett corner; thence with the (Pearl Humphrey) Curnett line, an Eastward course to (William Disney) Fred Smiddy's Southwest corner; thence a Northward course with said Smiddy line back to the beginning; being parts of Lots No. 9 and No. 10, of Block No. 2 of said Leach's Addition.

Being the same property conveyed to Katie Hawkins and Margaret Hawkins Wilson on December 18, 1973, by August Byrge and wife Nellie Byrge, recorded in Warranty Deed Book "K", Vol. 12, page 198 in the Anderson County Register's Office.

The preparer of this deed makes no representation as to the status of title to the property described hereto. This deed has been prepared solely from information EXHIBIT 2

BK Y18 PG 634

nargoret Haukin Wilson Elecutris for Malie

Margaret Hawkins Wilson, Executrix for Katie Hawkins

augment Hauseins Wilson

onekith,

Margaret Hawkins Wilson

State of Tennessee County of Anderson

Personally appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, Margaret Hawkins Wilson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at office, this $\underline{7}^{-2}$ day of June, 1994.

Commission Expiration Date: 2 Notary Public Person Responsible for Property Taxes: **Danny Martin** 309 Chestmant 303 Hill At. Lake City, Tennessee I hereby swear or affirm that the actual value of the property transferred, is A GIFT, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale July Sworn and subscribed before me, this $\underline{\mathcal{S}}$ day of ____ 1994.

Commission Expiration Date:

STATE OF TENNESSEE REAL ESTATE ASSESSMENT DATA Skip Navigation Links

HomeAboutNew SearchReturn to List

| County Number: 00 [.] | unty Number: 001 County Name: ANDERSON | | | | | | | |
|--|--|-----------------------------|--------------|--|--|--|--|--|
| Property Owner an | d Mailing Address | | | | | | | |
| Jan 1 Owner: ANDERSON COUNTY 100 N MAIN ST CLINTON, TN 37716 | ANDERSON COUNTY 100 N MAIN ST | | | | | | | |
| Property Location | | | | | | | | |
| Address: HILL ST 30 | 3 | | | | | | | |
| Мар: 008М С | Grp: F Ctrl Map: 0 | 008M Parcel: 014.00 | PI: S/I: 000 | | | | | |
| Value Information | | | | | | | | |
| Reappraisal Year: | 2020 | | | | | | | |
| Land Mkt Value: | \$13,500 | | | | | | | |
| Improvement Valu | Improvement Value: \$0 | | | | | | | |
| Total Market App | raisal: \$13,500 | | | | | | | |
| Assessment %: | 0 | | | | | | | |
| Assessment: | \$0 | | | | | | | |
| General Informatio | n | | | | | | | |
| Class: | 01 - COUNTY | | | | | | | |
| City #: | 398 | City: | ROCKY TOP | | | | | |
| SSD1: | 000 | SSD2: | 000 | | | | | |
| District: | 12 | Mkt Area: | R01 | | | | | |
| # Bldgs: | 1 | # Mobile Homes: | 0 | | | | | |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC | | | | | |

| Utilities - Gas / Gas | 01 - PUBLIC - NATURAL GAS | Zonina: |
|--------------------------|---------------------------|---------|
| Type: | | g |

Subdivision Data

| Subdivision: | R. L. LEACH SUB |
|--------------|-----------------|
|--------------|-----------------|

Plat Pg: 125 Block: 0002 Lot: PT.9 Plat Bk: 2

Additional Description

12 008M F 008M 01400 000

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-------|------|-------------|---------|--------------------|---------------|
| 05/20/2019 | | 1703 | 312 | | CM | |
| 07/08/1994 | \$0 | Y-18 | 633 | | | |
| 12/18/1973 | \$0 | K-12 | 1 98 | | | |

Land Information

| Deed Acres: 0.00 | Calc Acres: 0.00 | Total Land Units: 0.23 |
|------------------------|------------------|------------------------|
| Land Type: 70 - EXEMPT | Soil Class: | Units: 0.23 |

View GIS Map for this Parcel How to Search

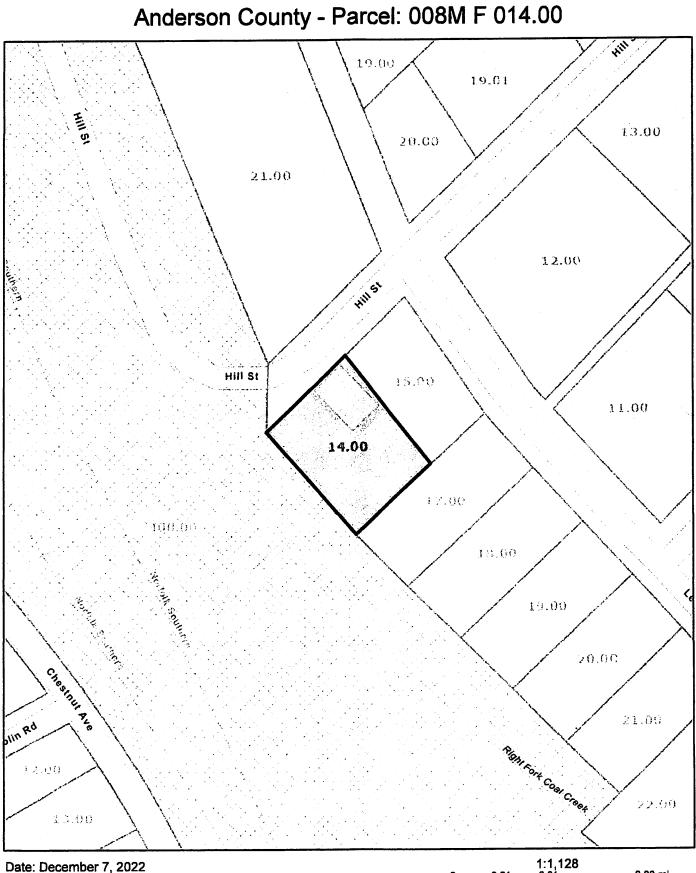
Division of Property Assessments Home Page

Glossary of Terms

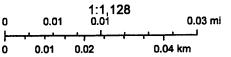
Comptroller of the Treasury Home Page

Fact Sheet

State of Tennessee Home Page



County: Anderson Owner: ANDERSON COUNTY Address: HILL ST 303 Parcel Number: 008M F 014.00 Deeded Acreage: 0 Calculated Acreage: 0



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d has any or land

A Portion of, and Not the Entirety (Future subdivide) Parcel - CLT No: 11 074G E 074G 01200 000 Map: 074G; Grp. E; Ctrl Map: 074G; Parcel: 012.00

Responsible Party for Taxation: Owner TAX EXEMPT

This Instrument Prepared By: Office of the Anderson County Law Director 101 S. Main Street, Ste. 310 Clinton, TN 37716 Phone: 865-457-6290 Email: jyeager@aclawdirector.com

COMMERCIAL REAL ESTATE SALES CONTRACT New Anderson County Tourism Office

CONSIDERATION 1.

For and in consideration of the mutual covenants of the parties herein contained and monetary consideration, the receipt and sufficiency adequate and accepted, Anderson County Government, a governmental entity and political subdivision of the States of Tennessee (hereinafter. "Buver") hereby agrees to buy and the Anderson County Chamber of Commerce and/or the Chamber Foundation, a not-for-profit entity organized under the laws of the State of Tennessee (hereinafter, "Seller(s)") agrees to sell and convey by good and valid warranty deed, the following real property on the terms stated in this Purchase Contract:

SUBJECT TO FUTURE SUBDIVIDE A portion of the Property situated in the Eleventh (11th) civil district of Anderson County in the Community of Clinton and more specifically described as follows: A minimum of .25 acres of fee simple land and all improvements thereon described as follows: a Portion of Map 074G. Group: E, Parcel: 012.00, County: Anderson; City: Clinton; State: Tennessee, and further described as follows:

This being the same property conveyed to the Anderson County Chamber of Commerce, by deed from Brenda Lou Hemphill, dated, June 22, 2022, and recorded in Book of Deeds 1796, Page: 531. (See, Exhibit A)

This property is subject to all applicable easements and restrictions of record in the Anderson County Register's Office.

2. FREE FROM ENCUMBRANCES

Seller(s) acknowledges to Buyer that Seller(s) will clear property of all encumbrances, including but not limited to all liens, mortgages, judgments, or taxes owed on the above-described property within thirty (30) calendar days after closing. If all liens, mortgages, judgments and taxes owed are not paid in full within thirty (30) days after closing, Buyer will be entitled to a complete refund of purchase money.

CLOSING DATE 3.

This sale is to be closed on or before the 28th day of June, 2024, provided Seller(s) construct(s) a commercial building with office space suitable to Buyer for use as the Anderson County Tourism Office, and further obtains a Certificate of Occupancy from the City of Clinton stating full compliance with building and zoning laws has been obtained. Buyer may occupy property on

Buyer's Initials Seller(s)'s Initials

1

prior to closing, but no sooner than issuance of the Certificate of Occupancy, if Seller(s) consents in writing. Closing is scheduled at 1.00 p.m. on Friday, the 28th day of June, 2024, at the office of Anderson County Law Director, 101 South Main St., Ste. 310, Clinton, Tennessee 37716. The closing date may be extended if agreed upon in writing by both Buyer and Seller(s).

4. PRICE AND TERMS

Buyer agrees to pay a total purchase price of \$807,300.00 (Eight Hundred and Seven Thousand, Three Hundred dollars and no one hundredths, plus a ten percent (10%) construction contingency, if needed, due Seller(s)(s) at closing for the construction of an office building with no less than Twelve Thousand, Five Hundred, (12,500) square feet of combined office space, and no less than Two Thousand Nine Hundred and Ninety (2,990) square feet of finished office space dedicated to the Anderson County Tourism office, design and built to the satisfaction of Buyer, and no less than one quarter (.25) of an acre, or twenty-five percent (25%) of the entire real estate property, currently calculated at One Point One Seven (1.17) acres (whichever is more) and all heridiments, appurtances and improvements located thereon at current Map: 074; Group: E; Parcel: 012.00.

* Purchase Price to be paid in U.S. dollars, which will be paid as follows: Includes Real Estate and Constructed Office Space.

(X) Cash <u>\$807,300.00</u>, plus a ten percent (10%) construction contingency if needed.

(____) Cash Earnest Deposit \$_____ due upon signing sales contract.

(____) Cash S_____ due at Closing

5. PRORATIONS

At closing, adjustments between the parties shall be made as of the Closing Date. Real and personal property taxes upon the property assessed for the year in which closing occurs (regardless of when due and payable) shall be the responsibility of Seller(s). Property and Building shall be free of any liens or encumbrances. If the amount of such taxes for the year in which the closing occurs cannot be reasonably ascertained, the apportionment shall be based at closing upon the amount of such taxes for the next preceding tax year but shall be readjusted when the amount of such taxes is finally determined. Any back taxes assessed for any year prior to the year in which closing occurs shall be paid in full by Seller(s) at closing, including all delinquent and/or interest charges. Special assessments levied or pending shall be the responsibility of Seller(s), which responsibility shall survive closing and shall not be merged with the deed.

6. CLOSING COSTS

All closing costs shall be paid as follows:

Buyer shall be responsible for all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer satisfying the terms and conditions hereof; including, but not limited to, Buyer's attorney fees, recording fees and state transfer taxes.

Neither Buyer nor Seller(s) have used the services of an agent or broker and no commissions or finder's fees are owed or will be owed at closing by either party. Anderson County Law Director's Office will prepare sales contract and deed and will conduct closing free of charge to Buyer and Seller(s) upon consent of the parties.

7. SURVEY AND TITLE APPROVAL

A survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder will be prepared by a licensed surveyor acceptable to the Buyer(s) if requested. Such survey shall incorporate an exact description of the Real Property to be conveyed, shall be

Buyer's Initials_____ Seller(s)'s Initials_____

dated not more than ninety (90) days prior to the Closing Date, shall show the total area of the Real Property in square feet, easements, if any, dimensions and locations of improvements, parking spaces and rights of way, building setback lines, and such other details as may be required by Buver(s). Once prepared, the survey description shall become a part of this Contract and such survey description shall be insurable by the title company. Survey will be the responsibility of Buyer.

8. TITLE INSURANCE

Immediately upon the completion of Buyer's inspection and approval of the Property pursuant to Paragraph 13 hereof, Buyer may apply to a title insurance company acceptable to Buyer, for a title insurance binder in the amount of the Purchase Price which shall constitute the commitment of such company to insure the title to the Real Property in the name of the Buyer with an ALTA (Form B) owner's title insurance policy. Buyer shall have twenty (20) business days from receipt of the title insurance binder, copies of all documents referenced in the title exceptions disclosed therein. and the survey to review same. If any title defects or other matters objectionable to Buyer are disclosed by any of the items listed in the previous sentence, Buyer shall give Seller(s) written notice of same prior to the expiration of such seven (7) business day period. Seller(s) shall be allowed thirty (30) days, within which to cure such defects, provided however, that in no event shall Seller's(s') cure period extend beyond the Closing Date without the express written consent of the Buyer. If merchantable title cannot be obtained which is acceptable to Buyer and/ or Buyer's Lender or for which title insurance cannot be secured, Buyer may call this contract null and void with all deposits returned to the Buyer.

TIME IS OF THE ESSENCE/LEGAL ACTION 9.

Time is of the essence in this contract. There can be no extensions of the terms except those agreed upon in writing by the Buyer and Seller(*) prior to the scheduled closing date.

James

10. SELLER'S(S') DEFAULT If Seller(s) fail(s) to comply with this Contract within the time specified or if Seller(s) breache(s) any covenant contained herein or if any of Seller's(s') representations and warranties are untrue, Buyer shall be entitled to the unmediate return of the earnest money, purchase money and may pursue any remedies available to Buyer at law or in equity, including without limitation, (i) termination of this Contract and suit for money damages, or (ii) suit for specific performance hereof and money damages. An election by Buyer to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

BUYER'S DEFAULT 11.

If all contingencies are satisfied and Seller(s) fully complies with this Contract and Buyer fails to comply with this Contract within the time specified and Seller(s) does not waive such default, Seller(s) may pursue any remedies available to Seller(s) at law or in equity, including without limitation, (i) termination of this Contract and suit for money damages, or (ii) suit for specific performance hereof and money damages. An election by Seller(s) to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available. An election by Buyer to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

12. MUTUAL RESCISSION

Buyer's Initials Seller(s)'s Initials

The mutual rescission of this agreement by Seller(s) and Buyer shall relieve said parties of their obligations regarding this contract. In any suit, action, proceeding or arbitration arising out of this contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

13. PROPERTY INSPECTIONS AFTER ACCEPTANCE; COMPLETION OF BUILDING

Buyer shall have the right to inspect and approve all aspects of the Property, including without limitation the new building, real estate, physical condition, title for a period of thirty (30) days (the "Inspection Period") commencing with the acceptance of this Contract and Completion of the proposed building. Inspection period shall not start until a Certificate of Occupancy has been issued. If for any reason whatsoever Buyer is not completely satisfied with all aspects of the Property (physical, construction, financial, market, or otherwise), Buyer shall have the right to terminate this Contract, at Buyer's sole and absolute discretion, by notice to Seller(s) prior to the expiration of the Inspection Period. In such an event, the exclusive remedy to Seller(s) is retention of earnest money and no other proceeding in law or equity are available. However, once closing is final, Buyer waive all inspection and approval rights.

Buyer shall have the right to pre-inspect property upon acceptance of this contract, and to re-inspect the Property immediately prior to closing. If an adverse change in the condition of the Property has occurred, Buyer may terminate this Contract, and in such an event, each of the parties shall be released from further liability to the other.

14. CONDEMNATION

If all or any part of the real property is subject to pending or threatened condemnation or government proceeding or is otherwise taken through any power of eminent domain prior to closing, Buyer may terminate this Contract, in which case each of the parties shall be released from further liability. Seller(s) warrant(s) that property is not subject to a condemnation proceeding at the present time and Seller(s) has/have not received information concerning condemnation of the property or potential violations of building codes, setbacks and zoning regulations at this time, and further warrants that upon notice of such action, will immediately notify Buyer in writing.

15. SELLER'S(S') REPRESENTATIONS AND WARRANTIES; TITLE

Seller(s) is/are the true and lawful owner of the Property and has full power and authority to enter into this Contract and to convey the Property. Seller's(s') execution of this Contract and performance hereunder is not in conflict with or a breach or default under any other agreement to which Seller(s) is/are bound.

16. CONDITION OF THE PROPERTY

Each part and element of the Property is in good and useable condition in all material respects and is suited for the purposes contemplated in this contract. The Real Property is adequately serviced by public utilities, including without limitation, electricity, gas, internet, television, and telephone, with reasonable access to and/or adequately serviced by public sewer and water lines, and, to the best of Seller's(s') knowledge, has no material defects.

17. GOVERNMENT AUTHORITY AND COMPLIANCE

Seller(s) has/have not received any notice that the Property is not in compliance with any federal, state or local statute, or City ordinance, rule, regulation, requirement or code, including without limitation building, fire, health, environmental and safety codes, relating and/or applicable to the ownership, use and operation of the Property.

18. NO DISPUTE

Buyer's Initials______ Seller(s)'s Initials_____

With respect to the operation, use, and ownership of the Property, there is no existing, or, to the best of Seller's(s') knowledge, threatened default or dispute under the terms of any agreement or contract which materially and adversely affects the Property or its value. Such agreements and contracts include, but are not limited to, any tenant lease or rental arrangement, any service, utility, employment or maintenance agreement, and any covenants, restrictions or easements affecting the Property or benefiting other property. Seller(s) specifically warrant(s) that there are no existing leases or liens on the property.

19. **NO LIENS: NO ENCUMBRANCES**

Seller(s) warrant(s) that there are no encumbrances, liens, or charges of any kind upon the Property.

RIGHT OF FIRST REFUSAL; OPTION TO PURCHASE 20.

In the event that either the Buyer or Seller(s) should vacate the Premises at any time, the other party will have the Right of First Refusal and Option to Purchase said property at Fair Market Value, within Ninety (90) days notice to the other party.

21. LITIGATION

Seller(s) represent(s) and warrant(s) to the best of Seller(s') knowledge that there is/are no pending or threatened litigation. Seller(s) shall indemnify Buyer from any and all costs, expenses, and attorneys' fees which Buyer may incur arising from, relating to, or in defending any action, claim or charge due to, arising out of, or relating to the ownership, construction, operation, use, condition, and/or upkeep of the Property up to the closing date, or the actions, conduct and/or omissions of the employees or agents of Seller(s).

22. HAZARDOUS SUBSTANCES Other than materials and substances known to Buyer, Seller(s) warrants that there has been no storage, disposal, treatment or release of inzardous substances during the period of Seller's (s') ownership, and to the best of Seller's (s') knowledge there has been no storage, disposal, treatment or release of hazardous substances during the period prior to Seller's (s') ownership. To the best of Seller's(s') knowledge, no part of the Property is being used, or has ever been used, for any manufacturing, handling or other process involving hazardous substances. To the best of Seller's(s') knowledge, the Groperty is in compliance with all local, state and federal laws. ordinances and regulations regarding hazardous substances. The terms used herein, including but not limited to "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation, that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.

23. **KNOWLEDGE**

For the purposes hereof, Seller's (s') knowledge shall not be limited to actual knowledge, but shall be deemed to include matters of which Seller(s) has/have constructive knowledge or any knowledge of Seller's(s') management agent.

24. SURVIVAL

All of the covenants, representations, warranties of the Seller(s) made herein are and shall be continuous and continuing and all of the same shall remain true and correct in all respects through closing and all of the same shall survive the closing and transfer of title to the Property to Buyer(s) as contemplated hereunder.

MISCELLANEOUS 25. **NO ORAL MODIFICATION**

Buyer's Initials Seller(s)'s Initials

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

ENTIRE AGREEMENT 26.

This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

27. SEVERABILITY

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

28. **EXHIBITS**

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Exhibit List:

Exhibit A - Deed to Chamber of Commerce

Exhibit B – Site Plan

Exhibit C – Tennessee GIS Map

Exhibit D – Tennessee GIS Map

Exhibit E - Tennessee Real Estate Assessment Data

Exhibit F - Minutes of the Tourism Council for December 6, 2022

Exhibit G – Concept Drawing Depicting Building Division

Exhibit H- Concept Drawing Depicting Property Division

Exhibit I - Necessary Steps to Relocate Tourism Council

Exhibit J - Commission Minutes June 30, 2022 - Authorizing Sale of

Current Building

MULTIBLE COUNTERPARTS AND EFFECTIVENESS 29.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

JURISDICTION 30.

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

31. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective subsidiary, successors, heirs or assigns.

32. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

33. NOTICE

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Buyer's Initials Seller(s)'s Initials

ı

Buyer: Anderson County Office of the Anderson County Mayor 100 North Main Street, Suite 208 Clinton, TN 37716 Phone: (865)457-5400

Seller(s): Anderson County Chamber of Commerce and/or Foundation (owner) 245 N. Main St. STE.200, Clinton, TN 37716 Phone: (865) 457-2559

34. TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

35. ASSIGNMENT

This Agreement shall be assignable only upon consent of the parties hereto. Any other assignment must have the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and then successors, assigns, heirs, executors and/or administrators.

36. FURTHER DOCUMENTATION

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

37. SPECIAL TERMS

Buyer shall only use purchase money deriving from hotel/motel occupancy tax revenues, grants and the like, and no real estate property ax funds shall be used to purchase this property and future building.

38. ADDENDUMS

See attached addendum made part of this contract: Exhibit A, B and C, property descriptions

39. OFFER AND ACCEPTANCE

This CONTRACT constitutes the entire agreement between Buyer and Seller(s)(s) and supersedes and cancels any and all prior negotiations, representations, warranties, understandings and agreements (both written and oral) of Buyer and Seller(s)(s) with the exception of representations made regarding the condition and construction of subject property. No variations or amendments of this CONTRACT shall be valid or enforceable without written approval of Buyer and Seller(s)(s). All agreements and representations about the Property must be set forth in writing.

40. ACCESS TO COMMON AREA SPACE

Access will be granted to Buyer from Seller(s) to all Common Area Space.

Buyer's Initials_____ Seller(s)'s Initials_____

41. RIGHT-OF-WAY FOR PARKING ACCESS

•

A right-of-way through Seller(s) property will be granted to Buyer and all Buyer's guest and access to all available parking spaces.

THIS AGREEMENT is hereby accepted by the parties named herein on _____, ____,

Seller(s): Anderson County Chamber of Commerce and/or Foundation

| By: |
|---|
| lts: |
| Date: |
| Address: |
| ***** |
| Buyer: Anderson County Government |
| By: |
| Its: <u>Mayor</u> |
| Date: |
| Address: 100 South Main Street, Suite 210, Clinton, Tennessee 37716 |
| By: Joshua N. Anderson |
| Its: Chair, Anderson County Board of Commissioners |
| Date: |
| Address: 100 South Main Street, Suite 118, Clinton, Tennessee 37716 |

Buyer's Initials_____ Seller(s)'s Initials_____

| Ву: | | | |
|------------|---------------------------------------|----------------------------|--|
| Robt | oy Holbrook | | |
| Its: | | | |
| Fina | nce Director | | |
| Date: | | | |
| | | | |
| Address: 1 | 00 North Main Stre | et, Suite 210, Clinton, Te | nnessee 37716 |
| | | | |
| APPROV | ED AS TO FORM | 1: | |
| | | | |
| - | | | 1 |
| N. Jay Yea | ager, Anderson Co | ounty Law Director | |
| | | | * |
| | | . | / |
| D | | | |
| For Seller | '(s): Anderson Co | bunty Chamber of Con | nmerce and/or Foundation |
| | OF TENNESSEE | | |
| COUNTY | OF ANDERSO | N () | |
| | | | |
| Be | fore me, | | _, a Notary Public of the State and |
| County afe | presaid, personally | appeared | , the within name Seller(s), with on the basis of satisfactory evidence), |
| | | | d the within instrument for purposes |
| | | | ly bind the Seller(s) (s) to this contract. |
| W | itness my hand an | d official seal this the | day of, |
| 20 | incos my nana an | | day of, |
| | | | |
| | | | |
| | | Notary | Public |
| My Comm | nission Expires: | | |
| 5 | | | |
| | | | |
| ****** | ***** | ***** | ****** |
| | | | |
| Buver | 's Initials | _Seller(s)'s Initials | 9 |
| 20,01 | • • • • • • • • • • • • • • • • • • • | | |

For Buyer: Anderson County Government

| STATE OF TENNESSEE |) |
|--------------------|---|
| COUNTY OF ANDERSON |) |

Before me, a Notary Public of the State and County aforesaid, personally appeared **Terry Frank, County Mayor**, the agent of the within named Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes herein with full and property legal authority to lawfully bind Anderson County Government to this contract.

| Witness my hand and official seal, this the day of, |
|---|
| 20 |
| · · · · |
| |
| |
| |
| Notary Public |
| |
| My Commission Expires: |
| |
| |
| ****************** |
| |
| |
| For Buyer: Anderson County Government |
| |
| STATE OF TENNESSEE |
| COUNTY OF ANDERSON () |

Before me, a Notary Public of the State and County aforesaid, personally appeared **Robby Holbrook, Director of Finance**, the agent of the within named Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes herein with full and property legal authority to lawfully bind Anderson County Government to this contract.

| | Witness my hand and official seal, this the | day of, | |
|----|---|---------|--|
| 20 | | | |

Buyer's Initials ______ Seller(s)'s Initials ______

Notary Public

My Commission Expires:

For Buyer: Anderson County Government

STATE OF TENNESSEE)COUNTY OF ANDERSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared **Joshua N. Anderson, Chair, Anderson County Commission**, the agent of the within named Buyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes herein with full and property legal authority to lawfully bind Anderson County Government to this contract.

| · · · | |
|--------------------------------------|--|
| Witness my hand and official seal, d | nis the day of, |
| 20 | N. Contraction of the second s |
| | XXXXX |
| | |
| | Notary Public |
| My Commission Expires: | |

| | BK/PG: 1796/531 | -532 |
|------|--|-----------------|
| | 22007112 | |
| | 2 POSAL-WARRANTY DEED | |
| | KIM BATCH: 203953 | |
| | 05/24/2022 - 03:39 PM | |
| | VALUE | 199900 00 |
| | MORTGAGE IAX | 0 00 |
| | TRANSFER TAX | 739.63 |
| | RECORDING FEE | 10.00 |
| | OP FEE | 2.00 |
| | REGISTER'S FEE | 1.00 |
| | TOTALAMOUNT | 752.63 |
| DFFD | STATE OF TENNESSEE, ANDERS TIM SHELTO | ion county N |
| | | |

TENNESSEE WARRANTY DEED

THIS INDENTURE, made this 22nd day of June, 2022, between BRENDA LOU HEMPHILL, unmarried, Grantor, and ANDERSON COUNTY CHAMBER OF COMMERCE, a Tennessee non-profit corporation, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of One (\$1.00) Dollar, and for other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto said Grantee, the following described premises:

SITUATE in District No. One (1) of Anderson County, Tennessee, within the corporate limits of the City of Clinton, Tennessee, and being more particularly described as follows:

BEGINNING at a new iron pin in the northwesterly right-of-way line of the North Hicks Street, a corner to Paul Powers and the property herein conveyed; thence North 62 deg. 15 min. 00 sec. West 132.81 feet to an iron pin; thence with the Southern Railroad right-of-way line North 49 deg. 21 min. 00 sec. East 67.59 feet to an iron rod (new); thence with a curve turning to the right with an arc length of 186.56 feet, a radius of 787.52 feet, a chord bearing of North 56 deg. 08 min. 15 sec. East and a chord length of 186.15 feet to an iron rod (old); thence with a curve turning to the right with an arc length of 30.03 feet, a radius of 787.52 feet, a chord bearing of North 64 deg. 01 min. 02 sec. East and a chord length of 30.03 feet to an iron rod (new); thence with the property of Janie Metcalf and the property herein conveyed; thence South 59 deg. 37 min. 00 sec. East 150.73 feet to an iron rod (new); thence with the southeasterly right-of-way line of Main Street, South 19 deg. 39 min. 53 sec. West 136.73 feet an iron rod (new); thence with a curve turning to the right with an arc length of 22.76 feet, a radius of 15.00 feet, a chord bearing of South 63 deg. 07 min. 43 sec. West and a chord length of 20.64 feet to an iron rod (new); thence with a curve turning to the left with an arc length of 150.94 feet, a radius of 155.00 feet, a chord bearing of South 78 deg. 41 min. 41 sec. West and a chord length of 145.05 feet to the point of BEGINNING, containing 1.17 acres, more or less, as shown by a survey prepared by Roth Land Surveying dated February 7, 2007 bearing Project No. 07-023.

BEING the same property conveyed from Wesley Hemphill to Brenda Lou Hemphill by Quit Claim Deed dated August 22, 1991 and recorded on August 27, 1991 in Deed Book E-18, Page 288 in the Register of Deeds Office, Anderson County, Tennessee.

TAX PARCEL ID No. 074G-E-074G-012.00

This Instrument Prepared by:

Philip R. Crye, Jr. Attorney at Law 125 N. Main Street Clinton, Tennessee 37716

TOGETHER with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. To have and to hold the premises to the Grantees, Grantees' heirs and assigns forever.

And the Grantor, and for Grantors' heirs, representatives, successors, executors, administrators and assigns, does hereby covenant with said Grantees, Grantees' heirs, executors, administrators, representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed and has full power, authority and right to convey the same, that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever, and that said premises are free from all encumbrances except the following: Property taxes for the current year, which were prorated between the parties as of the date of this deed, and shall be assumed and paid by the Grantee.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties; and the use of any pronoun herein shall include the masculine, the feminine and neuter.

This description was provided to the preparer of this deed, and preparer makes no warranty or representation as to the accuracy of said description.

IN WITNESS WHEREOF, Grantor has hereunder set Grantors' hands and seal as of the date first recited above.

STATE OF TENNESSEE COUNTY OF ANDERSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named bargainor, BRENDA LOU HEMPHILL, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand official seal at office this 22nd day of , 2022. WITNESS my hand/and official seal at office this <u>Lexind</u> day of <u>Sectify</u>, 2022. I. or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$199,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. .ni Sent Sent

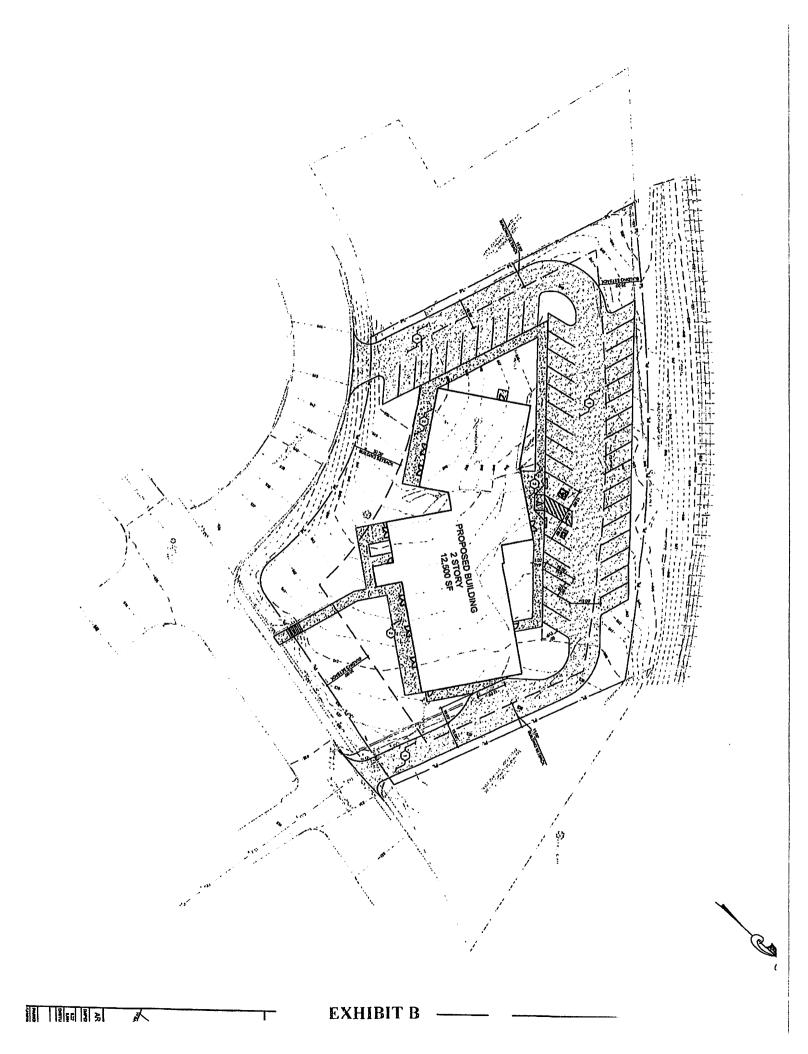
the property transferred would command at a fair and voluntary sale.

11010 W. HO Affiat STATE 2022. Sworn to and subscribed Before me this the Vday of I LENIIE P TENDESSILE SE Notary Public My Commission Expires:

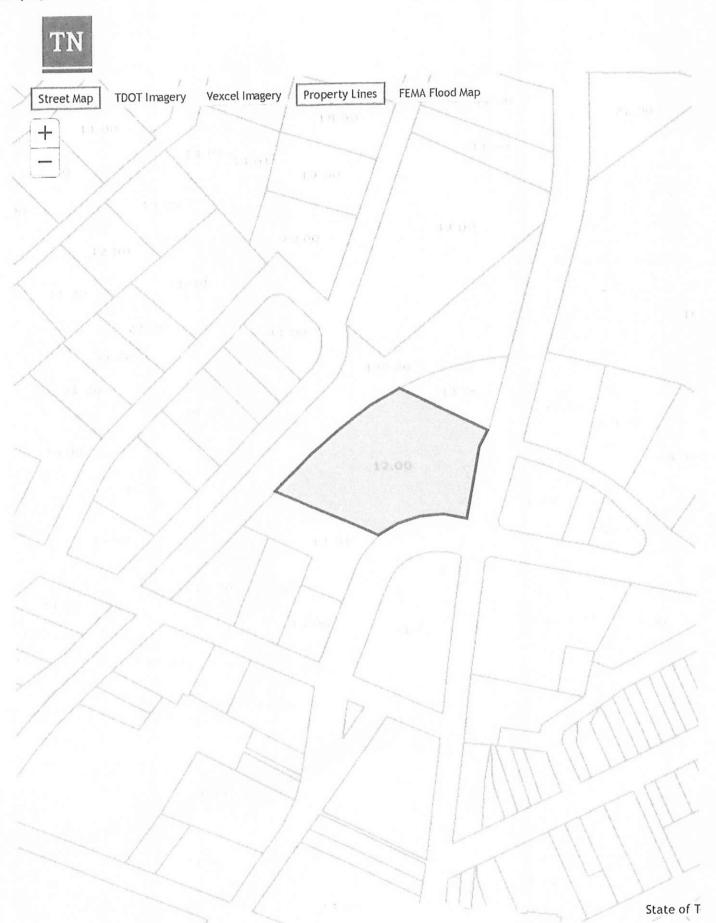
RESPONSIBLE TAXPAYER AND OWNER: Anderson County Chamber of Commerce 245 N. Main Street, Suite 200 Clinton, TN 37716

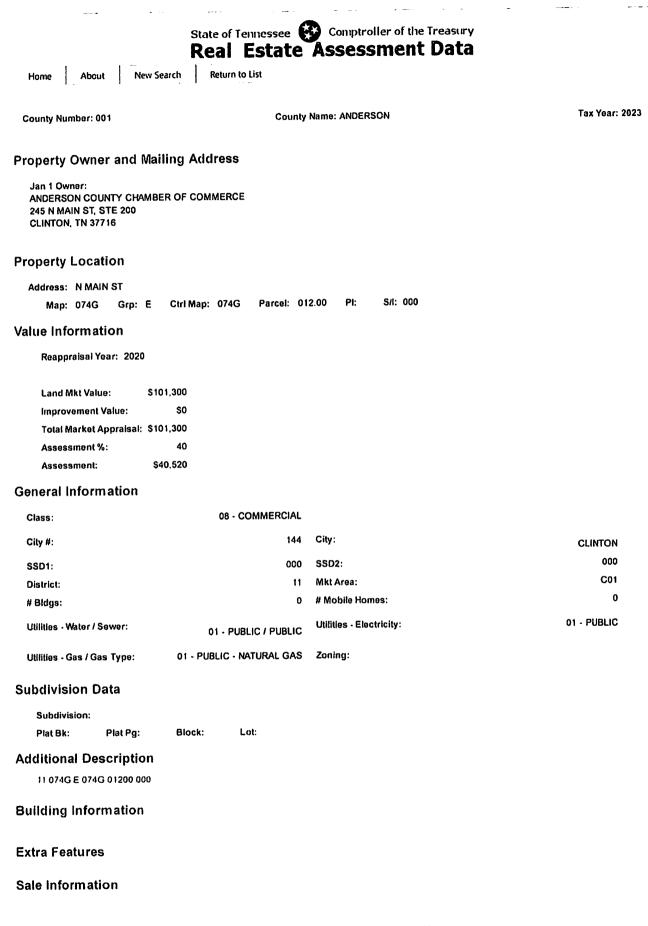
MORTGAGE HOLDER:

File No. 22-1063/cc









Parcel Detail

https://assessment.cot.tn.gov/RE_Assessment/ParcelDetailIMPACT.aspx

| | | | | | | Qualification |
|--------------------|-----------|-------------|----------------|--|----------------------|---------------|
| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
| 06/22/2022 | \$199,900 | 1796 | 531 | VACANT | WD | A |
| 08/27/1991 | \$0 | E-18 | 288 | | | |
| 01/01/1987 | \$110,000 | Y-16 | 226 | IMPROVED | WD | A |
| 04/09/1984 | \$0 | Z-15 | 177 | | | |
| 06/16/1983 | \$0 | U-15 | 60 | | | |
| 04/09/1976 | \$0 | J-13 | 286 | | | |
| and Information | n | | | | | |
| Deed Acres: 0.00 | Calc Ac | res: 0.00 | Total Land | Units: 1.17 | | |
| Land Type: 10 - CC | MMERCIAL | Soil Class: | Uni | s: 1.17 | | |
| | | | | | | |
| | | | | <u>v</u> | iew GIS Map for this | Parcel |
| | | of Tourse | How | to Search | E | act Sheet |
| | Glossary | or terms | Terr collector | and a second | | |
| | Glossary | | Series Sede | lor of the Treasury | State | of Tennessee |



Board of Directors Meeting-December 6, 2022 Special Called Meeting

Location: Holiday Inn Express, Clinton

Call to Order: Meeting was called to order by Maria Hooks, Chairperson

Members Present: Maria Hooks, Brent Galloway, Rick Meredith, Michael Foster, Jason Brown, Cathy Taylor, Amanda Bridges, John Meyer, Katy Watt, Christine Michaels, Chris Folck, Lisa Shirey, Beth Hickman, Veronica Greer, Tim Isbel, Robert McKamey and Stephanie Wells

Members Absent: Art Miller, Chris Mitchell, Terry Frank and Omer Cox

Guest Present: Denise Palmer

A motion was made by Michael Foster and seconded by Brent Galloway to approve the Commercial Real Estate Sales Contract concerning the New Anderson County Tourism Office with the understanding that the County Attorney will be correcting grammatical errors. Motion passed with a roll call vote of 14 to 1. Contract attached.

The contract will be forwarded to the County Commission Operations Committee for approval.

Adjourn: A motion was made by Michael Foster to adjourn the meeting. Respectfully Submitted By: Stephanie Wells, Secretary/Executive Director

EXHIBIT F

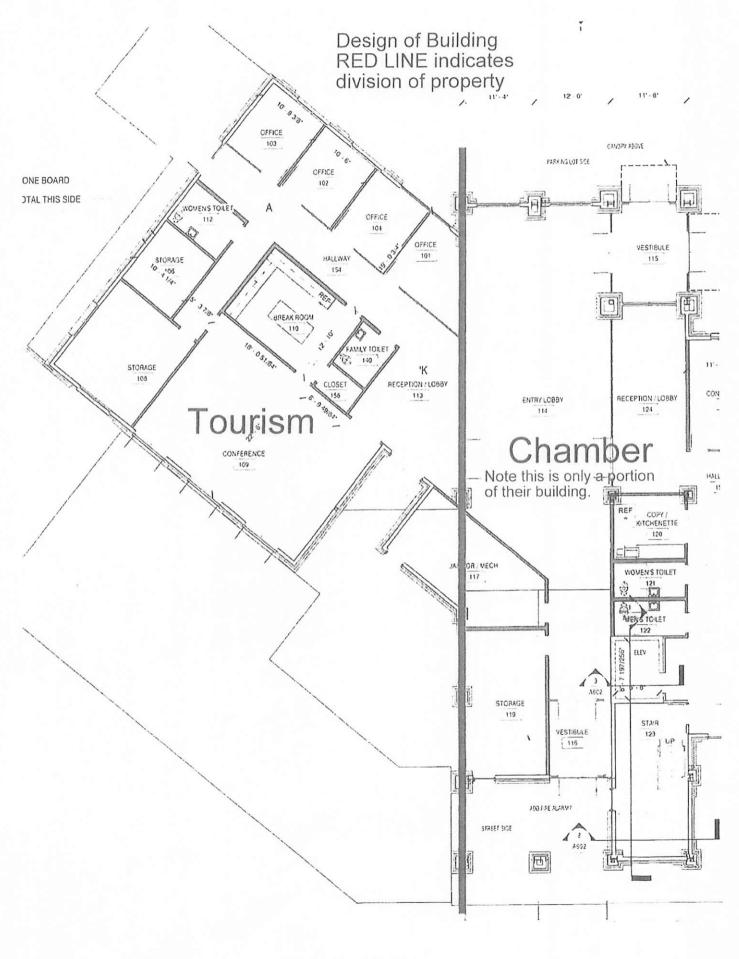
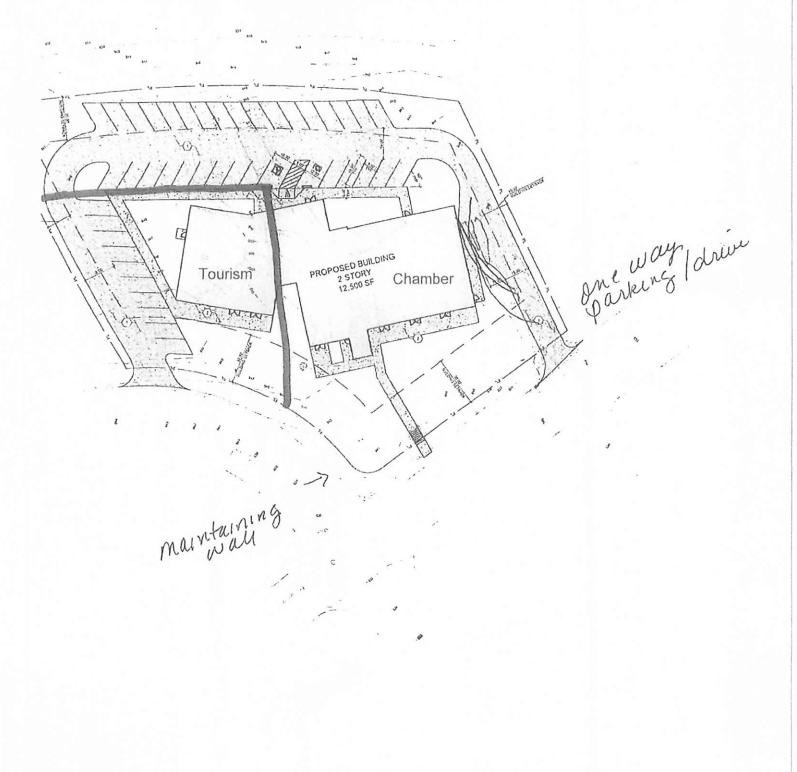


EXHIBIT G

Site plan showing proposed property division Please note that this the proposed division. Actuate property lines will determined after final building placement is determined and a survey is conducted



J.

(1)

The Necessary Steps to Relocate Anderson County Tourism Council to New Facility

| Step One-Tourism | Sale Anderson County Welcome Center-Purchasing Committee > Anderson County Commission approves surplusing the Anderson County Welcome Center. > Anderson County Commission establishes a minimum bid of \$600,000 for the Anderson County Welcome Center. The original cost of land and building was approximately \$300,000. > Anderson County Commission authorizes the purchasing department to proceed to auction for the Anderson County Welcome Center and reserves proceeds of the sale to purchase the new facilities. |
|--------------------|---|
| Step Two-Chamber | Construction of New Facility Anderson County Chamber of Commerce (Chamber) closes on property located at 398 Main Street, Clinton on May 31, 2022. The Chamber contracts with MBI to produce building plans for a facility that will provide a minimum of 3,000 square feet for the Anderson County Tourism Council (Tourism). The space will consist of a lobby with public ADA compliant restrooms (600sqft), offices (totaling 800sqft), private bathrooms (200sqft), a kitchen area (200sqft), two separate meeting spaces (totaling 900sqft), storage and electrical room (300sqft). Please note that the individual square footage numbers are approximate numbers. The final plans may reflect different but comparable numbers. This process could take 90 to 120 days. The Chamber and Tourism presents final plans to respective boards and County Commission. The Chamber present plans to the City of Clinton Planning Commission. Please note that the zoning does allow for zero lot line/condominium facilities. The Chamber constructs the facility. |
| Step Three-Tourism | Relocation to New Facility ➤ Tourism purchases the agreed to square footage from the Chamber resulting in a deed with a zero lot line that includes Tourism's portion of the building and adjacent parking. ➤ The Chamber and Tourism enters into a MOU concerning the indoor and outdoor common space which will include entry, ingress and egress and exterior maintenance for the parking area and landscaping. Please note that Tourism will be responsible for expenses associated with their portion of the facility which would include utilities, data, cleaning, maintenance, insurance, etc. The two sections of the building will have separate utility meters. The contract will be created with and reviewed by the Anderson County Law Director and Purchasing Department. |

EXHIBIT I

| DESCRIPTION | DEPARTMENT | Condition | Starting Bid |
|--------------------------|------------|---|-----------------|
| 2002 E-150 Passenger Van | | Drivable but in need of major repairs/rebuild | \$500 |
| | BOE | | 3000 |

8. Commissioner Meredith made a motion to approve to surplus the Anderson County Welcome Center via auction by Professional Auctioneer with a minimum bid of \$600,000.. Seconded by Commissioner Yager. Voting AYE: Fritts. Jameson, Meredith, Anderson, Isbel, McKamey, Mead, Creasey, Smailridge and Yager. Voting NO: Wandell, Vowell, White and Scott. ABSENT: Waddell and Denenberg. Motion passed.

9. Commissioner Yager made a motion to approve the following contracts. Seconded by Commissioner Meredith. Voting AYE: Fritts. Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Smallridge, Scott and Yager. Voting NO: None. ABSENT: Waddell and Denenberg. Motion passed.

- State of Tennessee, Department of Mental Health and Substance Abuse Services, Invenile Court. Contract #22-0091
- > Austin Fidridge, Law Director, Contract #22-0092

10. Commissioner Meredith made a motion to approve Teacher's Discovery five (5) year license agreement for online Spanish curriculum. Seconded by Commissioner Yager. Voting AYE: Fritts. Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Smallridge, Scott and Yager. Voting NO: None. ABSENT: Waddell and Denenberg. Motion passed.

Budget

11. Commissioner Vowell made a motion to approve the following school appropriation. Commissioner McKamey seconded the motion. Voting AYE: Fritts. Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Scott, Smallridge and Yager. Voting NO: None. ABSENT: Waddell and Denenberg. Motion passed.

| Increase Expenditure Co | ides: | |
|-------------------------|----------------------------------|-------------|
| 141-71150-312 | Contracts with Private Agencies- | \$98,230.67 |
| | Transportation | |
| 141-71150-425 | Gasoline | 1.000.00 |
| | | \$99,230.67 |
| | | |
| Increase Revenue Code: | | |
| 141-46590 | Learning Program- Transportation | \$99,230.67 |
| | | |

12. Commissioner Fritts made a motion to approve the following school transfers. Seconded by Commissioner Jameson. Voting AYE: Fritts, Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Smallridge, Scott and Yager, Voting NO: None. Absent: Waddell and Denenberg. Motion passed.

Anderson County Commission Regular Session

EXHIBIT J