

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JANUARY 3, 2017 – 5:00 P.M.**

1. **CALL TO ORDER**  
Mayor Gary Chesney
2. **INVOCATION**  
Mike Cutshaw, Chaplain, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**  
December 20, 2016
6. **PROCLAMATIONS/PRESENTATIONS**
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**  
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
  1. Ordinance No. 3573  
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Section 14-203 Definitions and Chapter 10 (IB) Intermediate Business District of the Morristown Municipal Code.
  2. Ordinance No. 3555.03  
An Ordinance to Amend Ordinance Number 3555, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2016-2017 and to Appropriate an Additional Sum of \$25,000 Specifically for Park & Recreation Projects Related to Grant Administration and for the Reclassification of Public Work Funds for the Purchase of Equipment. This additional appropriation is funded by unbudgeted revenues that were received from contributions.

**9. NEW BUSINESS**

**9-a. Resolutions**

1. Resolution No. \_\_\_\_\_  
A Resolution calling for a Municipal Election on May 2, 2017 for the election of one Councilmember to represent Ward 1; one Councilmember to represent Ward 3; and one at-large Councilmember.
2. Resolution No. \_\_\_\_\_  
Initial Resolution Authorizing the Issuance of Not to Exceed Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) General Obligations Bonds of the City of Morristown, Tennessee.

**9-b. Introduction and First Reading of Ordinances**

**9-c. Awarding of Bids/Contracts**

1. Approval to Purchase of Property for potential Public Works Facility and Community Center in the amount of \$1,391,250.

**9-d. Board/Commission Appointments**

1. Mayor's appointment of the 2017 Finance Committee.

**9-e. New Issues**

1. Approval of retirement for Police Dog Shadow and authorize the transfer of ownership to handler Officer Lucas Watson.

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

**This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:****Regular City Council Meeting with Work Session**

January 13, 2017	9 a.m. – 5 p.m.	Mid-Year Council Planning Retreat, Airport Conf. Room
January 16, 2017	(Monday)	City Employee's Holiday, Martin Luther King Day
January 17, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
January 17, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 19, 2017	(Thur) 7:00 p.m.	City Council Listening Roundtable, Meadowview Middle School
February 7, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 21, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
February 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 7, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 21, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
March 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 14, 2017	(Friday)	City Employee's Holiday, Good Friday
April 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
April 18, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA**  
**January 3, 2017 5:00 p.m.**

**1. Fire Department Station 4 Design**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
DECEMBER 20, 2016**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, December 20, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Mark Burford, Senior Chaplain, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the December 6, 2016, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve Resolution No. 29-16. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 29-16  
A RESOLUTION OF THE CITY OF MORRISTOWN,  
DIRECTING PAYMENT OF ELECTRIC TAX EQUIVALENT.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

WHEREAS, these bodies will consult regarding the amount of tax equivalents to be paid to taxing jurisdictions in the service areas of the electric system; and

WHEREAS, necessary data have been supplied by the Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amount of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

Jurisdiction	Amount	
City of Morristown	\$1,287,000.00	(77.5%)
Hamblen County	<u>\$ 373,645.01</u>	(22.5%)
Total In-Lieu Tax Payable	\$1,660,645.00	

Adopted this the 20<sup>th</sup> day of December, 2016.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR/RECORDER

Councilmember Garrett made a motion to approve Resolution No. 30-16. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**RESOLUTION NO. 30-16**  
**A RESOLUTION OF THE CITY OF MORRISTOWN,**  
**DIRECTING PAYMENT OF WASTEWATER TAX EQUIVALENT.**

BE IT RESOLVED by the Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Total In-Lieu Tax Payable	\$582,356
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Adopted this the 20<sup>th</sup> day of December, 2016.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR/RECORDER

Councilmember Smith made a motion to approve Ordinance No. 3573 on first reading and schedule a public hearing relative to final passage of said ordinance for January 3, 2017. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3573**

**An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Section 14-203 Definitions and Chapter 10 (IB) Intermediate Business District of the Morristown Municipal Code.**

Councilmember Senter made a motion to approve Ordinance No. 3555.03 on first reading and schedule a public hearing relative to final passage of said ordinance for January 3, 2017. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3555.03**

**To Amend Ordinance Number 3555, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2016-2017 and Appropriate an Additional Sum of \$25,000 Specifically for Park & Recreation Projects Related to Grant Administration and for the Reclassification of Public Work Funds for the Purchase of Equipment. This Additional Appropriation is funded by Unbudgeted Revenues that were Received from Contributions.**

Councilmember Alvis made a motion to approve the bid for an Articulating Rubber Wheel Loader from Stowers Machinery in the amount of \$154,722 for the Public Works Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Federal Transit Administration (FTA) Section 5303 Grant Contract for Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) in the total amount of \$29,837. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Agreement with Lose and Associates for LPRF Grant Program Administration in the amount of \$77,826, plus standard reimbursable costs, and allow City Administrator Tony Cox to execute the contract. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to re-appoint Tony Cox to the Morristown/Hamblen County Solid Waste Disposal System Authority, term to expire October 17, 2018 in order to get the appointments back to an October cycle. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Police Department promotion of Todd Davidson to Detective. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Police Department promotion of Brad Jacobs to Corporal/Patrol. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Vice Mayor Senter, Chair of Finance Committee reported that the recommendation of the Finance Committee was for Council to approve a fixed rate bond from Cumberland Securities.

Councilmember Pedigo made a motion to approve the selection of Cumberland Securities for a Fixed Rate Bond Issue. Councilmember Bivens seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Alvis, Smith, Pedigo and Mayor Chesney voted “aye”, Councilmember Senter “abstained”.

Mayor Chesney recessed the meeting for an Executive Session.

Mayor Chesney called the meeting back to order.

Mayor Chesney adjourned the December 20, 2016, City Council meeting at 6:00 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR



**ORDINANCE NO. 3573**

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2, SECTION 14-203 DEFINITIONS AND CHAPTER 10 (IB) INTERMEDIATE BUSINESS DISTRICT OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Section 14-203, Definitions and Chapter 10 (IB) Intermediate Business District be amended to include the following:

**14-203 DEFINITIONS**

BUILDING MATERIAL YARD means businesses primarily engaged in retail or wholesale sales of building supplies and materials where greater than 25 percent of the material inventory is stored, displayed, or sold outdoors.

**14-1003 USES PERMITTED ON REVIEW**

Building Material Yards:

- a. The storage yard shall be screened from all residential uses and districts with a fence a minimum six (6) foot tall. The fencing may be wood, brick, or other material that is at least 75 percent opaque.
- b. The property shall have access from a collector or arterial street.

BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading this the 20<sup>th</sup> day of December, 2016.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Passed on second and final reading this the 3<sup>rd</sup> day of January, 2017.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

# APPROPRIATION ORDINANCE

Ordinance Number: 3555.03

TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND TO APPROPRIATE AN ADDITIONAL SUM OF \$25,000.00 SPECIFICALLY FOR PARK & RECREATION PROJECTS RELATED TO GRANT ADMINISTRATION AND FOR THE RECLASSIFICATION OF PUBLIC WORK FUNDS FOR THE PURCHASE OF EQUIPMENT. THIS ADDITIONAL APPROPRIATION IS FUNDED BY UNBUDGETED REVENUES THAT WAS RECEIVED FROM CONTRIBUTIONS.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenues	34710	Donations to Parks & Recreation	\$25,000			
General (#110)	PW - Buildings and Grounds	110-43120-971	Motor Equipment				\$ 40,000
General (#110)	PW - Street Repairs & Maintenance	110-43140-971	Motor Equipment			\$ 40,000	
General (#110)	P&R - Playgrounds & Programs	110-44420-975	Machinery & Equipment			\$ 10,000	
General (#110)	P&R - Parks & Maintenance	110-44430-971	Motor Equipment				\$ 35,000
General (#110)	Transfers to Other Funds	110-92000-639	Capital Projects Fund			\$ 50,000	
			Totals	\$ 25,000	\$ -	\$ 100,000	\$ 75,000

PASSED ON FIRST READING THIS \_20th\_ Day of December 2016

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Mayor  
 City Administrator

PASSED ON SECOND READING THIS \_3rd\_ Day of January 2017

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Mayor  
 City Administrator

**Resolution No. \_\_\_\_\_  
A Resolution calling for a Municipal Election on May  
2, 2017 for the election of one Councilmember to  
represent Ward 1; one Councilmember to represent  
Ward 3; and one at-large Councilmember.**

WHEREAS, the City of Morristown conducts Biennial Elections; and

WHEREAS, the 2017 Election will be held on May 2, 2017; and

WHEREAS, the 2017 Election will be for the election of one  
Councilmember to represent Ward 1; one Councilmember to represent Ward 3;  
and one at-large Councilmember.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Morristown  
hereby calls for a Municipal Election on May 2, 2017 for the election of one  
Councilmember to represent Ward 1; one Councilmember to represent Ward 3;  
and one at-large Councilmember.

Adopted this the 3<sup>rd</sup> day of January, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**RESOLUTION NUMBER \_\_\_\_\_**

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THIRTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$13,500,000) GENERAL OBLIGATIONS BONDS OF THE CITY OF MORRISTOWN, TENNESSEE**

BE IT RESOLVED by the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, the (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects, (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$13,500,000 which shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council of the City of Morristown, Tennessee that the City Administrator of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$13,500,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

**NOTICE**

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Anthony W. Cox, City Administrator

Adopted and approved this 3<sup>rd</sup> day of January, 2017.

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Gary Chesney, Mayor

ATTEST:

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Anthony W. Cox, City Administrator

STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

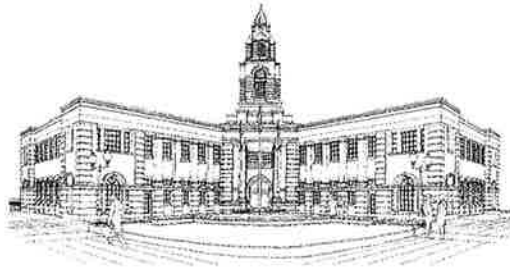
I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on January 3, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$13,500,000 General Obligation Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Administrator

(SEAL)

21080889.1



## **Morristown City Council Agenda Item Summary**

**Date:** December 27, 2016

**Agenda Item:** Approval to Purchase Property

**Prepared by:** Joey Barnard

**Subject:** Potential Property for Public Works Facility and Community Center

The City of Morristown has been in the planning phase for the relocation of its Public Works facility for some time. There are various issues associated with the current Public Works location that have made it a necessity to update. Recent events have potentially elevated the importance of moving forward. Based on evaluations of numerous sites by the City of Morristown's various consultants and staff, the consensus is to recommend the property before you as a potential Public Works site. Due diligence was performed to determine the suitability of the property. Based on the results of that due diligence, it appears that this is a site that is suitable for development.

In addition to a Public Works facility, it appears that this site would be suitable based on several factors as a potential Community Center site. The following factors were considered by the consultants as it relates to this site: serviced by major roads; located to industrial base (MAID); and is visible. The size of the property allows for flexibility and has the capacity for future growth to meet the needs of the City of Morristown and its citizenry for the years to come.

In the 2016-17 budget, funds have been appropriated for the purchase of the property and the associated costs of acquiring the property with some of the purchase price being funded with bond proceeds. It is the recommendation of consultants and staff to move forward with the purchase of the property before you. Please note that the sale agreement is not binding unless approved by you. Additionally, please note that the final acreage and purchase price is to be determined by survey as noted under item 17. of the agreement. However, in no event will the purchase price of the property exceed \$25,000 per acre based on the current estimated acreage for a total of \$1,391,250. Real estate brokerage commissions are to be paid by the seller.



**LeBel**  
COMMERCIAL  
REALTY

**COMMERCIAL PURCHASE AND SALE AGREEMENT**

- 1 **I. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,  
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
3 City of Morristown ("Buyer") agrees to buy and the undersigned  
4 seller Kenneth Seal and Wanda Peoples ("Seller") agrees to sell all that tract or  
5 parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:  
6 619 Howell Rd.  
7 (Address) Morristown (City), Tennessee, 37913 (Zip), as recorded in  
8 Hamblen County Register of Deeds Office, 374 deed book(s), 169  
9 page(s), and/or \_\_\_\_\_ instrument no. and as further described as:  
10 Map 048, Parcel 058.00  
11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
12 the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the  
13 Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and  
14 Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.
- 15 **2. Purchase Price.** The total purchase price for the Property shall be  
16 One Million Three Hundred Ninety-One Thousand Two Hundred Fifty U.S. Dollars, (\$ 1,391,250.00 )  
17 ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a  
18 Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
- 19 **3. Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement  
20 Date, the sum of \$ 100.00 with LeBel Commercial Realty  
21 ("Holder") located at 1501 E. Morris Blvd.  
22 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

23  
24  
25  
26  
27 This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

28 **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received  
29 by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial  
30 institution from which it is drawn. Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business  
31 days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this  
32 Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest  
33 Money/Trust Money only as follows:

- 34 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;  
35 (b) upon a subsequent written agreement signed by Buyer and Seller; or  
36 (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

37 No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to  
38 defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

39 **Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding  
40 disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest  
41 Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from, any  
42 funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader  
43 action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of



TENNESSEE  
ASSOCIATION  
OF REALTORS

InstantFORMS

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- 44 such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds  
45 delivered.
- 46 4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's  
47 expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part  
48 of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee  
49 Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold  
50 Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property  
51 arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 30 days after the Binding  
52 Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and  
53 cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right  
54 to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation  
55 of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest  
56 Money/Trust Money. Within 5 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the  
57 materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials  
58 shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller  
59 that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this  
60 paragraph.
- 61 5. **Title.**
- 62 A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to  
63 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):
- 64 (1) Liens for ad valorem taxes not yet due and payable.
- 65 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and  
66 Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such  
67 title:
- 68 (a) as is classified as "marketable" under the laws of Tennessee; and  
69 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at  
70 standard rates on an American Land Title Association Owner's Policy ("Title Policy").
- 71 B. **Title Issues and Objections.** Buyer shall have 90 days after the Binding Agreement Date to furnish Seller  
72 with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and  
73 other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have  
74 30 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller  
75 shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be  
76 satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding  
77 sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to  
78 provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days  
79 after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction  
80 contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2)  
81 waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title  
82 objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to  
83 fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner  
84 under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine  
85 title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of  
86 Buyer's initial title examination and before Closing.
- 87 6. **Closing.**
- 88 A. **Closing Date.** This transaction shall be consummated at the office of  
89 see special stipulations on \_\_\_\_\_  
90 (the "Closing Date") or at such other time and place(s) the parties may agree upon in writing.
- 91 B. **Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the  
92 rights of tenants in possession and the Permitted Exceptions.
- 93 7. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:
- 94 (a) a Closing Statement;



- 95 (b) deed (mark the appropriate deed below)
- 96 ☒ General Warranty Deed ☐ Special Warranty Deed
- 97 ☐ Quit Claim Deed ☐ Other: \_\_\_\_\_
- 98 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to
- 99 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company
- 100 in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to
- 101 issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and
- 102 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all
- 103 documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are
- 104 collectively "Seller's Closing Documents").

105 **8. Conditions to Closing.**

116 **9. Costs.**

- 117 **A. Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title
- 118 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and
- 119 financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien
- 120 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,
- 121 mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if
- 122 checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

123 In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax

124 Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from

125 Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall

126 be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It*

127 *is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax*

128 *matters.*

- 129 **B. Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's
- 130 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property
- 131 (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

- 132 **C. Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as
- 133 indicated below:

134 <u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
135 Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
136 Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
137 Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
138 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
139 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
140 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

- 141 **10. Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be
- 142 prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all
- 143 taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and
- 144 shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on
- 145 the Closing Date [Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:

- 146 ☐ Utilities ☐ Service Contracts ☐ Tenant Improvement Costs  
 147 ☐ Rents ☐ Leasing Commissions ☐ Other: \_\_\_\_\_  
 148 ☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

149 **11. Representations and Warranties.**

150 **A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller  
 151 represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to  
 152 convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this  
 153 Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this  
 154 Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also  
 155 makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

156 **B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer  
 157 represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to  
 158 consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing  
 159 this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this  
 160 Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon  
 161 Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

162 **12. Agency and Brokerage.**

163 **A. Agency.**

- 164 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,  
 165 where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any  
 166 duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate  
 167 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.  
 168 (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for  
 169 the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.  
 170 (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for  
 171 the Seller or Buyer and owes primary loyalty to that Seller or Buyer.  
 172 (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's  
 173 prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be  
 174 considered a representative or advocate for either party. "Transaction Broker" may be used synonymously  
 175 with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or  
 176 company who has not entered into a written agency agreement with either party in the transaction is considered  
 177 a Facilitator or Transaction Broker until such time as an agency agreement is established.]  
 178 (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein  
 179 the entire real estate firm represents the client) represents both the Buyer and Seller.  
 180 (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and  
 181 that Broker's role is limited to performing ministerial acts for the unrepresented party.

182 **B. Agency Disclosure.**

- 183 (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and  
 184 said Broker is (Select One. The items not selected are not part of this Agreement):  
 185 ☐ the Designated Agent for the Seller,  
 186 ☐ the agent for the Seller,  
 187 ☒ a Facilitator for the Seller, OR  
 188 ☐ a dual agent.  
 189 (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and  
 190 said Broker is (Select One. The items not selected are not part of this Agreement):  
 191 ☐ the Designated Agent for the Buyer,  
 192 ☐ the agent for the Buyer,  
 193 ☒ a Facilitator for the Buyer, OR  
 194 ☐ a dual agent.



195 (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are  
196 aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have  
197 been advised that:

- 198 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could  
199 be, different or even adverse.
- 200 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to  
201 the dual agent, to all parties in the transaction except for information made confidential by request or  
202 instructions from another client which is not otherwise required to be disclosed by law.
- 203 3. The Buyer and Seller do not have to consent to dual agency, and
- 204 4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have  
205 read and understand their brokerage engagement agreements.
- 206 5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct  
207 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information  
208 which could materially and adversely affect their negotiating position unless otherwise prohibited by  
209 law.

210 (4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have  
211 no material relationship with either client except as follows: \_\_\_\_\_ A  
212 material relationship means one of a personal, familial or business nature between the Broker and affiliate  
213 licensees and a client which would impair their ability to exercise fair judgment relative to another client.

214 Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

215 C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The  
216 Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an  
217 amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and  
218 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All  
219 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be  
220 deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have  
221 the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's  
222 fees and court costs.

223 13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting  
224 Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have  
225 or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall  
226 not be responsible for any of the following, including but not limited to, those matters which could have been revealed  
227 through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property;  
228 for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the  
229 Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this  
230 Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to  
231 the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability,  
232 capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions  
233 involving the Property; for applicable boundaries of school districts or other school information; for the appraised or  
234 future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms,  
235 conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed.  
236 Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied  
237 upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and  
238 shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and  
239 Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property  
240 are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or  
241 Seller's choice for the independent expert advice and counsel relative thereto.

242 14. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing,  
243 Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to  
244 restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the  
245 damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7)  
246 days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have



accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 60 days after the date of Closing.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. In the event a performance deadline, other than the Closing Date (as defined in paragraph six (6) herein), Day of Possession (as defined in paragraph six (6) herein), and Offer Expiration date (as defined in paragraph nineteen (19) herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement,



- 302 including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither  
303 party will assert the lack of mutuality of remedies as a defense in the event of a dispute.
- 304 I. **Equal Opportunity.** This Property is being sold without regard to race, color, sex, religion, handicap, familial  
305 status, or national origin.
- 306 J. **Termination by Buyer.** In the event that Buyer legally and properly invokes his right to terminate this Agreement  
307 under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as  
308 consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged.  
309 Earnest Money/Trust Money shall be disbursed according to the terms stated herein.
- 310 K. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
311 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
312 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 313 L. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but  
314 shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 315 16. **Exhibited and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a  
316 part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or  
317 addendum shall control:
- 318 ☒ Exhibit "A" Legal Description  
319 ☐ Exhibit "B" Due Diligence Documents  
320 ☐ Exhibit "C" Addition to Seller's Closing Documents  
321 ☐ Exhibit "D" Seller's Warranties and Representations
- 322  
323  
324  
325  
326  
327  
328
- 329 17. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:  
330 Sale shall close 90 days from execution. Actual purchase price  
331 shall be \$25,000 per acre determined by a survey. Seller shall have  
332 6-months after closing to remove their possessions. If Buyer  
333 deposits \$100,000.00 non-refundable, with Evan Anderson, the 6-  
334 month period to remove Seller's possessions shall start. Any money  
335 deposited by Buyer shall apply to purchase price. Upon execution,  
336 this contract shall replace any existing contracts.  
337  
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349  
350 ☐ (Mark box if additional pages are attached.)
- 351 18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy  
352 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and  
353 may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and



initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 o'clock ☐ a.m./ ☒ p.m. local time on the 30th day of December, 2016.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.	
<u>A.W. Cox</u> BUYER City of Morristown	BUYER
By: <u>A.W. Cox</u>	By: _____
Title: <u>City Administrator</u>	Title: _____
Entity: <u>City of Morristown</u>	Entity: _____
<u>12/22/16</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Offer Date	Offer Date

Seller hereby:	
<input checked="" type="checkbox"/> ACCEPTS - accepts this offer.	
<input type="checkbox"/> COUNTERS - accepts this offer subject to the attached Counter Offer(s).	
<input type="checkbox"/> REJECTS this offer and makes no counter offer.	
<u>Wanda L. Peoples</u> SELLER	<u>Wanda L. Peoples</u> SELLER
By: <u>Kenneth Seal</u>	By: <u>Wanda Peoples</u>
Title: _____	Title: _____
Entity: _____	Entity: _____
<u>12/22/16</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<u>12/22/16</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was received on the 29 day of December, 2016 at 10:00 o'clock by Paul LeBel (Name).

For Information Purposes Only:

LeBel Commercial Realty  
Listing Company  
Paul LeBel  
Independent Licensee  
paullebel@yahoo.com  
Licensee Email

LeBel Commercial Realty  
Selling Company  
Paul LeBel  
Independent Licensee  
paullebel@yahoo.com  
Licensee Email

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CF 401 - Commercial Purchase and Sale Agreement, Page 8 of 8



TENNESSEE  
ASSOCIATION  
OF REALTORS

InstantFORMS

Return to Agenda





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**From the Desk of**

**Debbie Stamey**

**Deputy Clerk/Executive Assistant**  
**(423) 585-4603**  
**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** Councilmembers

**RE:** APPOINTMENT OF BOARD/COMMISSION MEMBER(S)

**DATE:** December 30, 2016

Mayor Chesney will make the following appointments at the January 3, 2017, City Council meeting.

**Appointment of the 2017 Finance Committee and selection of Chair.**



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**From the Desk of**

**Debbie Stamey**

**Deputy Clerk/Executive Assistant**

**(423) 585-4603**

**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** Mayor and Councilmembers

**RE:** Request Surplus (Retirement) of K-9 Shadow

**DATE:** December 30, 2016

The Morristown Police Department is requesting to surplus "Retire" K-9 Shadow. K-9 Shadow was given to the City of Morristown by the military at no charge. Shadow came to us after serving a tour of duty with a Special Forces military unit in Iraq. The Police Department has since replaced him with a new EOD dog and they are asking that Shadow be retired to his handler Officer Lucas Watson at the next City Council Meeting, January 3, 2017.