

City of Chattanooga
c/o Director of General Services

RESOLUTION NO. _____

A RESOLUTION DECLARING SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO CONVEY THE INTEREST OF THE CITY OF CHATTANOOGA IN BACK TAX PARCEL NOS. 137I-A-039 AND 137H-G-002, AS JOINTLY OWNED BY THE CITY OF CHATTANOOGA AND HAMILTON COUNTY, TO THE TENNESSEE VALLEY RAILROAD MUSEUM, INC. FOR THE AMOUNT OF FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$53,600.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby declaring surplus and authorizing the Mayor to execute a quitclaim deed to convey the interest of the City of Chattanooga in back Tax Parcel Nos. 137I-A-039 and 137H-G-002, as jointly owned by the City of Chattanooga and Hamilton County, to the Tennessee Valley Railroad Museum, Inc. for the amount of \$53,600.00.

ADOPTED: _____, 2014

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: JULY 25, 2014

Preparer: Cary Bohannon

Department: GENERAL SERVICES

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # 9

A RESOLUTION DECLARING SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO CONVEY THE INTEREST OF THE CITY OF CHATTANOOGA IN BACK TAX PARCELS 137I-A-039 AND 137H-G-002, AS JOINTLY OWNED BY THE CITY OF CHATTANOOGA AND HAMILTON COUNTY, TO THE TENNESSEE VALLEY RAILROAD MUSEUM, INC., A TENNESSEE NOT FOR PROFIT CORPORATION, FOR THE AMOUNT OF FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$53,600), IF REQUIRED, THIS IS SUBJECT TO APPROVAL BY THE REGIONAL PLANNING AGENCY.

Name of Vendor/Contractor/Grant, etc.	<u>TN Valley RR Museum</u>	New Contract/Project? (Yes or No)	<u>N/A</u>
Total project cost \$	<u>N/A</u>	Funds Budgeted? (YES OR NO)	<u>N/A</u>
Total City of Chattanooga Portion \$	<u>N/A</u>	Provide Fund	<u>N/A</u>
City Amount Funded \$	<u>N/A</u>	Provide Cost Center	<u>N/A</u>
New City Funding Required \$	<u>N/A</u>	Proposed Funding Source if not budgeted	<u>N/A</u>
City's Match Percentage %	<u>N/A</u>	Grant Period (if applicable)	<u>N/A</u>

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)
Hamilton County advertised the RFP and entered into the Purchase and Sale Agreement with the Tennessee Valley Railroad Museum. The proceeds of the sale will be divided equally between Hamilton County and City of Chattanooga.

Approved by: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

Hamilton County, Tennessee

Unofficial Property Card

Location EMMA ST	Property Account Number 64992	Parcel ID 1371 A 039
Property Type 35	Land Use 910	District CITY

Current Property Mailing Address

Owner CHATT CITY OF & HAMILTON CO	City CHATTANOOGA
Address COURTHOUSE	State TN
	Zip 37402

Current Property Sales Information

Sale Date 6/14/2006	Legal Reference 7978-0856
Sale Price \$0	Grantor(Seller) CHATT CITY OF & HAMILTON CO

Current Property Assessment

Building Value	\$0
Xtra Features Value	\$0
Land Value	\$800
Total Value	\$800
Assessed Value	\$0

Narrative Description

This property is classified as **N/A** with a(n) **N/A** style structure on this card, built about with **0** square feet.

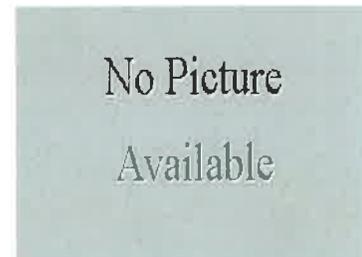
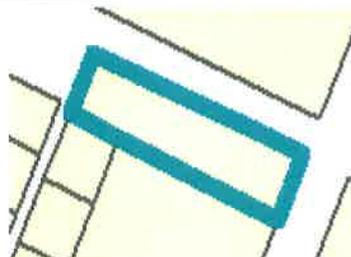
Land Description

The total land area of this property is (50X40).

Legal Description

LOT PT 26 BLK 4 MISSION RIDGE PARK PB 3 PG 20

Property Images



Hamilton County, Tennessee

Unofficial Property Card

Location C AVE	Property Account Number 64807	Parcel ID 137H G 002
Property Type 35	Land Use 910	District CITY

Current Property Mailing Address

Owner HAMILTON CO & CHATT CITY OF	City CHATTANOOGA
Address COURTHOUSE	State TN Zip 37402

Current Property Sales Information

Sale Date 6/25/2003	Legal Reference ITEM-0523
Sale Price \$11,187	Grantor(Seller) CHANDLER ALBERT R TR

Current Property Assessment

Building Value	\$0
Xtra Features Value	\$0
Land Value	\$8,800
Total Value	\$8,800
Assessed Value	\$0

Narrative Description

This property is classified as **N/A** with a(n) **N/A** style structure on this card, built about with **0** square feet.

Land Description

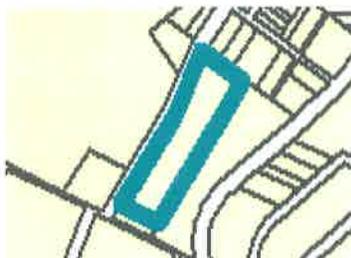
The total land area of this property is (522.5X160IRR).

Legal Description

LTS 11-20 VALLEY VIEW ADDN PB 6 PG 58

Property Images

No Sketch
Available



No Picture
Available

JIM M. COPPINGER
COUNTY MAYOR



PAUL PARKER
MANAGER
REAL PROPERTY OFFICE

HAMILTON COUNTY, TENNESSEE

MEMORANDUM

TO: Gail Hart, Real Property Coordinator, City of Chattanooga
FROM: ^{P.P.} Paul Parker, Real Property Manager, Hamilton County
DATE: July 24, 2014
SUBJECT: Back Tax Property Deed-Tennessee Valley Railroad Museum

As we have discussed, please see the attached Quitclaim Deed conveying Hamilton County's (County) and the City of Chattanooga's (City) interests in two parcels of property to the Tennessee Valley Railroad Museum (TVRM). The property was acquired by the County and City through a previous delinquent tax sale.

The County has entered into a purchase and sale agreement with TVRM to sell both parcels to them for historic preservation purposes for the appraised value of \$53,600. Due to the joint ownership of the property by the City and County, the proceeds of the sale will be split equally among the entities. As in the past with the transfer or sale of back tax property, the City should not be required to perform a Mandatory Referral or seek City Council approval in order to sign the deed to transfer the property.

I will be sending the original deed signed by Mayor Coppinger to you by interoffice mail. County Trustee Hullander will sign the document upon returning from vacation.

Please ask Mayor Berke and Cary Bohannon, Director of General Services, to sign the original deed once received. The deed will require the City Seal and acknowledgment. Someone from my office will be glad to pick up the deed when ready.

TVRM is now looking at an aggressive schedule for acquiring the property and would appreciate receiving the fully executed deed by Monday, July 28, 2014.

The County looks forward to our continued relationship with the City in disposing of jointly-owned back tax property and returning it to a productive use and benefit to the community.

Please contact me if you have any questions.

Thank you.

PP/jm

Attachments

Cc: Allen McCallie, Attorney, Miller & Martin
Tim Andrews, President, Tennessee Valley Railroad Museum
Todd Leamon, Administrator/County Engineer, Hamilton County

OWNER'S NAME:	MAIL TAX NOTICE TO:	STATE TAX MAP NOS.:
Tennessee Valley Railroad Museum 4119 Cromwell Road Chattanooga, TN 37421	SAME	137H G 002 137I A 039
MORTGAGEE: N/A		

QUITCLAIM DEED

FOR AND IN THE CONSIDERATION OF the sum of Fifty Thousand Dollars (\$50,000), the receipt of which is hereby acknowledged, **HAMILTON COUNTY**, a political subdivision of the State of Tennessee, acting through Jim M. Coppinger, County Mayor, and Bill Hullander, County Trustee, under the authority conferred by the Hamilton County Board of Commissioners and T.C.A. § 67-5-2507, and the **CITY OF CHATTANOOGA**, a municipal corporation of the State of Tennessee, acting through Andy Berke, Mayor for the City of Chattanooga (collectively "Grantors"), do hereby quitclaim, convey, and transfer unto:

TENNESSEE VALLEY RAILROAD MUSEUM, INC., a Tennessee not-for-profit corporation, such interest as the Grantors may possess in the two following-described parcels of real property located in Hamilton County, Tennessee:

PARCEL 1:

State Tax Map Number: 137H G 002

BEING Lots Eleven (11) through Twenty (20), Valley View Addition, as shown in Plat Book 6, Page 58 in the Register's Office of Hamilton County, Tennessee ("R.O.H.C."), together with the Eastern one-half of abandoned avenue "C" adjoining the Western line of said lots; plus the Western one-half of an abandoned alley adjoining the Eastern line of said lots; plus the Southern one-half of an abandoned alley adjoining the Northern line of Lot Eleven (11).

PARCEL 2:

State Tax Map Number: 137I A 039

BEING the East Forty (40) feet of Lot Twenty-Six (26), Block Four (4), Mission Ridge Park, Sherman Heights (as recorded in Plat Book 3, Page 20, in said Register's Office).

NO SURVEY: Description prepared by the Real Property Office, Hamilton County Government.

No assurance of title nor warranty of any type, kind, or nature is given by this Quitclaim Deed. Restrictions on said properties, if any, whether contained in prior title or otherwise, are not lifted or removed by this Quitclaim Deed.

FOR PRIOR TITLE:

PARCEL 1:

Decree Confirming Tax Sale: Book 6744, Page 687, R.O.H.C.
Prior Deed: Book 3732, Page 164, R.O.H.C.

Chancery Court Docket: 11187 Item: 00523

PARCEL 2:

Decree Confirming Tax Sale: Book 7978, Page 856, R.O.H.C.
Prior Deed: Book 1797, Page 267, R.O.H.C.

Chancery Court Docket: 11194 Item: 004707

IN WITNESS WHEREOF, the Grantors have caused their respective county and corporate names to be hereunto subscribed and seals affixed by their duly authorized officers on this ___ day of _____, 2014.

ATTEST:

HAMILTON COUNTY, TENNESSEE

By: _____
Bill Hullander, County Trustee

By: Jim M. Coppinger
Jim M. Coppinger, County Mayor

ATTEST:

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Cary Bohannon, Director of
General Services

By: _____
Andy Berke, Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer of value of the property transferred, whichever is greater, is \$53,600, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT/AGENT:

**TENNESSEE VALLEY RAILROAD
MUSEUM**

By: _____
Tim Andrews, President

SWORN to and subscribed before me this ___ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by:
Allen L. McCallie, Esq.
Miller & Martin PLLC
Suite 1000, Volunteer Bldg.
832 Georgia Avenue
Chattanooga, TN 37402-2289

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Notary Public of the State and County aforesaid, personally appeared **JIM M. COPPINGER**, County Mayor for **HAMILTON COUNTY**, and **BILL HULLANDER**, Trustee, for **HAMILTON COUNTY**, a political subdivision of the State of Tennessee, acting in their capacities as County Mayor and Trustee, to me known to be the persons described in, or proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument for the purposes therein contained, and acknowledged that they, in the capacities as aforesaid, executed the same as their free act and deed.

WITNESS my hand and seal at office in Hamilton County, Tennessee, this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Notary Public of the State and County aforesaid, personally appeared **ANDY BERKE**, Mayor of the **CITY OF CHATTANOOGA, TENNESSEE**, and **CARY BOHANNON**, Director of General Services, for the **CITY OF CHATTANOOGA, TENNESSEE**, the within named bargainor, a Municipal Corporation, acting in their capacities as Mayor and Director of General Services, to me known to be the persons described in, or proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument for the purposes therein contained, and acknowledged that they, in the capacities as aforesaid, executed the same as their free act and deed.

WITNESS my hand and seal at office in Hamilton County, Tennessee, this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____



Hamilton County Board of Commissioners

RESOLUTION

No. 1013 - 8

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A PURCHASE AND SALE AGREEMENT AND TO SIGN ANY CLOSING DOCUMENTS NECESSARY TO CONVEY CERTAIN PROPERTY (APPROXIMATELY 1.82 ACRES) OWNED JOINTLY BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA TO THE TENNESSEE VALLEY RAILROAD MUSEUM, A TENNESSEE NOT FOR PROFIT CORPORATION.

WHEREAS, in 2005 Hamilton County and the City of Chattanooga jointly acquired through a delinquent tax sale certain parcels of property identified by State Tax Map Nos. 137-A-039 and 137H-G-002, consisting of approximately 1.82 acres; and,

WHEREAS, the Tennessee Valley Railroad Museum (TVRM), a Tennessee not for profit corporation desires to acquire Hamilton County (County) and the City of Chattanooga's (City) interest in said property for use as an assemblage of numerous surrounding tracts in order to consolidate and re-plat this historically important property to serve as an undeveloped buffer adjoining TVRM's terminal, roundhouse and repair shop facilities location and also protect from development the historic flanks of Missionary Ridge which were the site of Civil War conflicts during the battle for Missionary Ridge and the rail lines owned by TVRM in the immediate area; and,

WHEREAS, TVRM has offered to pay the County and City the appraised value of \$53,600 for certain property consisting of approximately 1.82 acres (\$29,450 per acre), plus cost of closing, in accordance to the terms and conditions of the attached or similar purchase and sale agreement; and,

WHEREAS, Tennessee Code Annotated 12-2-501 provides that Hamilton County may dispose of real or personal property by private negotiation and sale to a nonprofit or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural and scenic significance; and,

WHEREAS, it is in the best interest of the citizens of Hamilton County to convey said property to the Tennessee Valley Railroad Museum for the purposes of preserving the historical, natural and scenic significance of the museum and Missionary Ridge.

Hamilton County, Chattanooga, TN
A CERTIFIED TRUE COPY

This 2 day of OCT, 2013

W. F. (BILL) KNOWLES, County Clerk

By MICHAEL CLARK, Deputy Clerk



NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is hereby authorized to execute a Sale and Purchase Agreement and to sign any closing documents necessary to convey property jointly owned by Hamilton County and the City of Chattanooga, consisting of approximately 1.82 acres, to the Tennessee Valley Railroad Museum, a Tennessee not for profit corporation, for the purchase price of \$53,600, plus cost of closing, in accordance to the terms and conditions of the attached or similar sale and purchase agreement.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

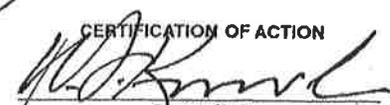
Approved:

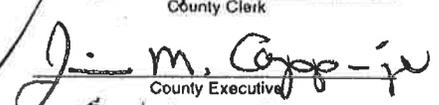
Rejected:

Approved:

Vetoed:

CERTIFICATION OF ACTION


County Clerk


County Executive

October 2, 2013
Date

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), made and entered this ____ day of _____, 2013, by and between **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("Seller") and the **TENNESSEE VALLEY RAILROAD MUSEUM**, a Tennessee not-for-profit corporation ("Buyer").

1. **Agreement of Sale and Purchase.** Subject to the other provisions of this Agreement, Seller agrees to sell and convey to Buyer by Quitclaim Deed, and Buyer agrees to purchase from Seller in the manner provided herein, the two parcels of real property described as Tax Map Nos. 137I-A-039 and 137H-G-002, together containing approximately 1.82 acres, as illustrated on the map attached as Exhibit A and made a part hereof.

2. **Purchase Price; Terms of Sale.**

a. Buyer agrees to pay to Seller as consideration for the promises and covenants made herein and the conveyance to it of the Property, the sum of Fifty-Three Thousand Six Hundred Dollars (\$53,600) ("Purchase Price") being the total price for the entire Property.

b. Seller acknowledges that Buyer is acquiring this property as part of an assemblage of numerous surrounding tracts in order to consolidate and re-plat this historically-important property to serve as an undeveloped buffer area adjoining Buyer's terminal, roundhouse, and repair shop facilities location, and also to protect from development the historic flanks of Missionary Ridge which were the site of Civil War conflicts during the battle for Missionary Ridge and the rail lines now owned by Buyer in the immediate area. Seller further acknowledges that Buyer may need a lengthy period of time during which to undertake and complete the consolidation and re-platting work and whatever title research and other analysis of the condition of the properties as Buyer may deem reasonably necessary before completion of closing. Accordingly, Buyer shall have until December 31, 2014, to complete the closing, but if for any reason Buyer cannot complete the assemblage and protection of the adjoining lots, including the re-platting, road and right-of-way closures, and other actions on or before December 31, 2014, then this Agreement will terminate and expire and be of no further force and effect, unless extended by agreement signed by both parties.

c. **Other Terms of Purchase.** The Buyer and Seller will otherwise negotiate any remaining terms of the purchase and sale of the Property through authority delegated to the office of the Hamilton County Mayor, under the provisions of T.C.A. § 12-2-501.

3. **Conveyance of Title.** Seller agrees to execute and deliver, at Closing, a quitclaim deed to Buyer, in form satisfactory to the parties, conveying whatever title that Seller may hold in the Property, subject to those matters set forth in the title insurance report to be obtained by Buyer, requirements of local zoning ordinances applicable thereto, all other easements, covenants, conditions, restrictions, and other matters of record which are approved by Buyer (collectively, the "Permitted Exceptions"). Except as set forth in the preceding sentence, title to the Property as approved by Buyer shall be in fee simple, good and marketable, and insurable at regular rates by a title company insurer.

4. **Seller's Conditions to Close.** The obligations of the Seller contained in this Agreement are subject to the satisfaction as determined by Seller of the following conditions:

a. The Seller obtaining any necessary approvals or consents from the Hamilton County Commission and the Hamilton County Mayor for the consummation of the transaction contemplated by this Agreement.

b. Payment by the Buyer of the Purchase Price at the Closing.

c. The Buyer satisfying the obligations and covenants applicable to Buyer as expressly set forth in this Agreement.

d. All representations and warranties made by Buyer pursuant to this Agreement shall be true and correct in all material respects.

5. **Buyer's Conditions to Close.** The obligations of the Buyer contained in this Agreement are subject to the satisfaction as determined by Buyer of the following conditions:

a. The Buyer obtaining any necessary approvals or consents including but not limited to any re-platting of subdivisions, road and right-of-way closures and abandonments, and other approvals for the consummation of the transaction contemplated by this Agreement.

b. Seller being able to transfer title to the Property in accordance with the terms and conditions of this Agreement.

c. Buyer being satisfied with the physical condition to the Property and the condition of the title to the Property pursuant to Sections 9 and 14 of this Agreement.

d. All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects.

e. The City of Chattanooga agrees to join in and execute the deed of conveyance in order to convey whatever title it may jointly hold with the Seller of the Property.

6. **Inspection Period and Closing.** Buyer shall have until December 31, 2014 (herein the "Inspection Period") within which to complete all of its work on re-platting of adjoining properties, title inspection, and whatever physical inspection Buyer deems reasonably necessary prior to closing. Closing shall occur at a time and place to be determined between the parties but in no event later than December 31, 2014 unless extended by written agreement of the parties. Possession of Property shall pass at Closing,

7. **Closing Costs and Taxes.** Buyer agrees that it shall be responsible for and pay to the title company all of its expenses, fees and premiums arising as a result of this transaction, including but not limited to the title search and the issuance of the owner's title policy covering the Property. Each of the parties shall be responsible to pay their own costs and fees, including but not limited to their own attorneys fees, associated with the closing of this transaction. Buyer shall pay any realty transfer tax and all recording fees and expenses.

8. **Possession; Risk of Loss.** Buyer shall be entitled to possession of the Property as of the Closing. The parties agree that risk of loss with respect to the Property shall remain with Seller until, and pass to Buyer on, the closing date upon delivery of an executed deed.

9. **Title.** At any time during the Inspection Period, Buyer may obtain a title commitment or title report on the Property at Buyer's expense. In the event Buyer is not satisfied with the condition of the title on or before the end of the Inspection Period, Buyer may, at Buyer's option, take such title and condition of the Property as Seller can give, subject to abatement of price as mutually agreed to by the parties or, in the alternative, terminate this Agreement with written notice to Seller given not later than the end of the Inspection Period.

10. **Documents at Closing.**

- a. At closing, Seller shall execute and/or deliver to Buyer the following:
- (1) A Quitclaim Deed in accordance with the terms and conditions of this Agreement.
 - (2) A closing statement.
 - (3) An affidavit that Seller has imposed no liens on the property.
 - (4) A Foreign Investment in Real Property Tax Act ("FIRPTA") Certificate.
 - (5) Evidence reasonably satisfactory to Buyer that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so.
 - (6) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.
- b. At closing, Buyer shall execute and/or deliver to Seller the following:
- (1) The Purchase Price in such form as is acceptable to Seller as determined through negotiation with the County Mayor's office.
 - (2) A closing statement.
 - (3) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11. **Representations and Warranties of Seller.** Seller hereby represents and warrants to the Buyer that:

a. To the best of Seller's knowledge, Seller, together with the City of Chattanooga, are the sole holders of fee simple title to the Property and shall convey to Buyer fee simple title to all such Property subject to the terms and conditions of this Agreement, and Seller has the authority to negotiate this Agreement without participation by the City of Chattanooga, but Seller will obtain execution by the City of Chattanooga on the deed of conveyance.

b. Seller is not aware of any facts that prohibit Seller from closing this Agreement in accordance with the terms hereof.

c. Seller has full right, power and authority to enter into and perform this Agreement, that it has taken all requisite action to authorize the execution, delivery and performance of this Agreement, and that the person signing this Agreement on its behalf has the full power to do so, with the effect of binding such party.

d. the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the term or conditions of, or constitute a default under, any instrument or obligation to which Seller is or may become a party or by which Seller may be bound or affected or violate any order, writ, injunction, or decree of any court in any litigation to which Seller is a party, or violate any law.

12. **Representations and Warranties of Buyer.** The Buyer represents and warrants to the Seller, as of the date the Buyer executes this Agreement and as of the Closing Date to the best of Buyer's knowledge, as follows:

a. Buyer is not aware of any facts that prohibit Buyer from closing this Agreement in accordance with the terms hereof and this Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

b. Buyer has full right, power and authority to enter into and perform this Agreement, and to the extent that the Buyer requires the authorization, approval or consent of any other third party for the Buyer to have made the commitments contained herein, that such authorizations approvals and consents have been duly obtained in accordance with applicable laws, regulations and procedures.

c. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the terms or conditions of, or constitute a default under, any instrument or obligation to or by which Buyer may be bound or affected, or violate any order, writ, injunction, or decree of any court in any litigation to which Buyer is a party, or violate any law.

13. **Condition of the Property.** Buyer expressly agrees that it intends to purchase the Property "AS IS, WITH ALL FAULTS" if Buyer elects to close the purchase after the completion of whatever analysis of the status of title and the physical condition of the Property which Buyer chooses to undertake during the Inspection Period. Buyer has and will rely solely upon Buyer's judgment regarding the Property without reliance upon any representations or warranties of Seller, except as expressly set forth in Section 11. The terms and conditions of this Section will expressly survive the Closing and will not merge with the provisions of any closing documents.

14. **Inspection of the Property.** During the Inspection Period, Buyer may conduct such inspections, investigations, tests, evaluations, assessments and other independent examinations of the Property and related matters as Buyer deemed necessary, including but not limited to the physical and environmental conditions thereof, all being performed at Buyer's expense. In the event Buyer is not satisfied with the physical condition of the Property on or before the end of the Inspection Period, Buyer may, at Buyer's option, take title to the Property subject to the terms of this Agreement, subject to abatement of price as mutually agreed to by the parties or, in the alternative, terminate this Agreement with written notice to Seller given not later than the end of the Inspection Period. If Buyer should terminate this Agreement pursuant to this Section, Buyer shall promptly return the Property to the same physical condition existing at the time this

Agreement was entered into. The provisions of this Section 14 shall survive Closing or the earlier termination of this Agreement.

15. **Default.**

a. If, under the provisions hereunder, the Seller is obligated to complete the sale and other transactions set forth herein, but fails to do so within the applicable period provided for closing, then upon the expiration of such period, Buyer shall be entitled to either terminate this Agreement or sue the Seller for specific performance as Buyer's sole and exclusive remedies and Buyer hereby waives any and all other rights at law and equity.

b. If, under the provisions hereunder, the Buyer is obligated to complete the purchase and other transactions set forth herein, but fails to do so within the applicable period provided for closing, then upon the expiration of such period, Seller shall be entitled to either terminate this Agreement or sue the Buyer for damages, as provided at law or in equity under the laws of the State of Tennessee.

16. **No Consequential and Punitive Damages.** Each of Seller and Buyer waive any right to sue the other for any consequential, special or punitive damages for matters arising under this Agreement. This Section shall survive Closing or termination of this Agreement.

17. **Condemnation.** If, prior to the closing date, there arises a threat of or actual condemnation as to any material portion of the Property, Buyer shall have the right to elect (a) to decline to purchase the Property, or (b) to purchase the Property by paying the full Purchase Price and being assigned the right to receive the condemnation award.

18. **Notices.** Any notice herein provided or permitted to be given, made or accepted by either party to the other party, must be made in writing and may, unless otherwise in this instrument expressly provided, be given or be served by depositing the same in the United States mail, postage prepaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to the party to be notified, or an officer or agent of such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinbefore described shall be effective from and after the expiration of three (3) days after it is so deposited. Notice of acceptance, and notice given in any other manner, shall be effective only if and when received by the party to be notified. Any notice from Seller to Buyer or from Buyer to Seller shall be deemed duly served if mailed by certified mail addressed:

If to Seller:

Hamilton County, Tennessee
Attn: Paul Parker, Manager
Hamilton County Real Property Office
123 E. 7th Street
Chattanooga, TN 37402
Phone: 423-209-6453
Mobile: 423-315-3565
EMAIL: Paul.Parker@mail.hamiltontn.gov

With a copy to:

Rheubin McGhee Taylor, Esq.
Hamilton County Attorney
204 Courthouse
Chattanooga, TN 37402

If to Buyer:

Tim Andrews
Tennessee Valley Railroad Museum
4119 Cromwell Road
Chattanooga, TN 37421
Mobile Phone: 423-413-4331
EMAIL: tandrews@prodigy.com

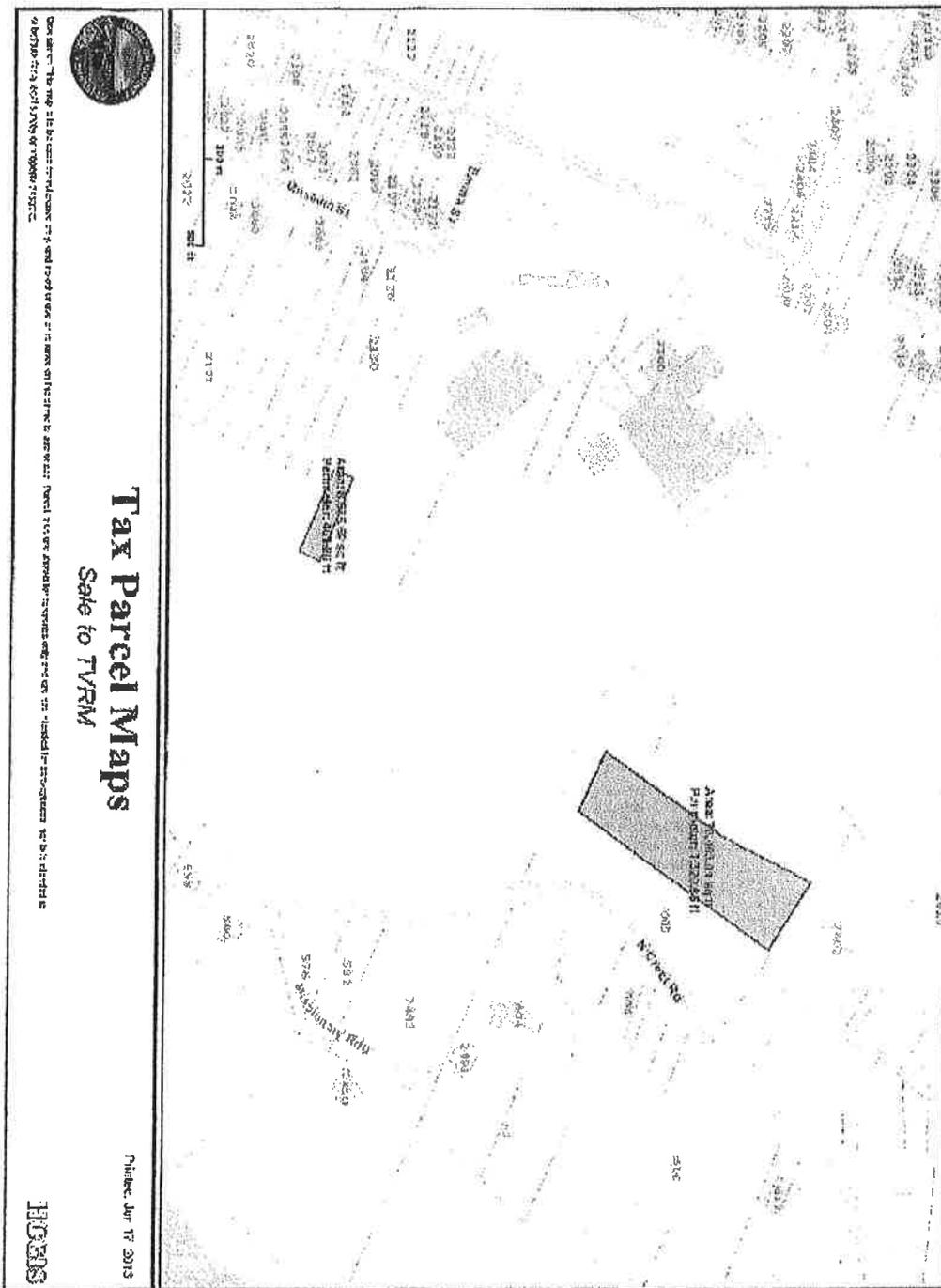
With a copy to:

Allen L. McCallie, Esq.
Miller & Martin PLLC
Suite 1000, Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402-2289
Phone: 423-785-8240
EMAIL: amccallie@millermartin.com

However, the parties shall have the right, from time to time, to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party, prior to any such change of address.

19. **Time of Essence.** Time is of the essence in this Agreement.
20. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.
21. **Binding Agreement, Assignment.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, their respective representatives, assigns and successors; provided, however, that neither party may assign any right or obligation hereunder in whole or in part without the prior written consent of the other party.
22. **Severability.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the parties as closely as possible in

**EXHIBIT A
PROPERTY DESCRIPTION**



Tax Parcel Maps
Sale to TVRM



Disclaimer: This map is for general information only and is not intended to be used as a legal document. Parcel 1017 on Sycamore St is highlighted in grey. Parcel 1017 is located in the area shown on the map. Parcel 1017 is located in the area shown on the map. Parcel 1017 is located in the area shown on the map.

Printed: Apr 17 2013

HOORS