RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ENTER INTO AND EXECUTE A DONATION AGREEMENT BETWEEN THE CITY OF CHATTANOOGA AND THE TRUST FOR PUBLIC LAND, TO ACCEPT PROPERTIES AT NO COST, BY WAY OF A LIMITED WARRANTY DEED, FOR THE PURPOSE OF A BIKE PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Administrator of the Department of Economic and Community Development to enter into and execute a Donation Agreement between the City of Chattanooga and the Trust for Public Land, to accept properties at no cost, by way of a Limited Warranty Deed, for the purpose of a bike park.

The Trust for Public Land will pay all costs related to the transfer and recording of documents relating to Tax Map Nos. 126L-A-007 and 126L-B-001.

ADOPTED: _____, 2014

/mem

City of Chattanooga

Resolution/Ordinance Request Form

16-Sep-14

Donna Williams **Department:** ECD

Brief Description of Purpose for Resolution/Ordinance: **Res./Ord. #** _____ **Council Di:** 1

A resolution authorizing the the Administrator of the Department of Economic and Community Development (ECD), to enter into and sign a Donation Agreement between the City of Chattanooga and the Trust for Public Land, to accept properties at no cost, by way of a Limited Warranty Deed. The vacant lots are located in North Chattanooga, and are for the purpose of a bike park. Tax Map Nos. are 126L A 007 and 126L B 001. The Trust for Public Land will pay all costs related to the transfer and recording of documents.

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

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)

Approved by: _____

Reviewed by: FINANCE OFFICE DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: October, 2011

Questions? Contact Finance Department . 423.757.5232

DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter referred to as the "Agreement") is made this ___ day of _____, 2014 between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation** (hereinafter referred to as "TPL"), whose mailing address is 306 N. Monroe Street, Tallahassee, Florida 32301, and the **CITY OF CHATTANOOGA,** a municipality of the State of Tennessee (hereinafter referred to as "City"), whose mailing address is 101 East 11th Street, Suite 200, Chattanooga, TN 37402.

WITNESSETH:

WHEREAS, City has requested that TPL convey to the City the real property described in Exhibit "A" (hereinafter referred to as the "Property"), which is attached hereto and made a part of this Agreement; and

WHEREAS, TPL desires to convey the Property to City, on the terms and conditions set forth herein; and

WHEREAS, TPL recognizes the benefit to TPL and desires to convey the Property to the City for the stated purposes, on the terms and conditions set forth herein, said terms including that no compensation shall be due and payable for the Property requested by City; and

NOW, THEREFORE, in consideration of these premises, the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. TPL shall convey the Property to City at no cost to the City, unless otherwise stated herein. Donor shall execute and deliver to Donee a limited warranty deed in accordance with the provisions of the title insurance commitment, issued by a qualified national title insurance company acceptable to Donee, conveying marketable title to the Property together with all timber rights, transferable development rights, water rights, and mineral rights, including phosphate, minerals, metals, fissionable materials, petroleum and gas rights, all right, title, and interest of Donor in and to any streams, canals, water bodies, drainage ditches, alleys, roads, streets, easements of access, and utility rights of way abutting or adjoining the Property, and all hereditaments pertaining to the Property, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies, and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Donee and do not impair the marketability of the title to the Property.

2. This Agreement shall be null and void, and of no further force or effect, unless Closing shall occur not later than October 4, 2014.

3. TPL is aware and understands that this Agreement is subject to the acceptance and approval by the City Council of the City of Chattanooga, Tennessee.

4. TPL shall pay for all costs of recording the conveyance instrument, and recording costs for any curative instruments, in the Public Records of Hamilton County, Tennessee. The cost of a title commitment and all other costs associated with this transaction including but not limited to transfer, documentary and intangible taxes, if any shall be paid by TPL. All other due diligence has been obtained by TPL and provided to City under the terms of this Agreement and the terms of the Conservation Services Agreement between the City and TPL dated October 20, 2014, as amended or extended.

5. Except to the extent that TPL is not currently in title to the Property, this Agreement and the terms and provisions hereof shall be effective as of the date of this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustees, and/or assignees, whenever the context so requires or admits.

6. Conveyance of the Property by TPL is contingent upon no other provisions, conditions, or premises other than those so stated above; and the written Agreement, including all exhibits attached hereto, shall constitute the entire Agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

7. This Agreement is governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

ATTEST:

_____
By:_____
Title:_____

AS TO CITY:

By:_____
By:_____
Its:_____
Date:_____

WITNESSES:

_____
Witness (Signature)
Printed Name:_____

_____
Witness (Signature)
Print Name:_____

AS TO TPL:

By:_____
By:_____
Its:_____
Date:_____