

RESOLUTION NO. 30026

A RESOLUTION DECLARING SURPLUS OF AN APPROXIMATE SEVEN (7) ACRE TRACT AT ENTERPRISE SOUTH INDUSTRIAL PARK ON A PORTION OF TAX MAP NO. 130-001.08 AND AUTHORIZING THE MAYOR TO ENTER INTO AN OFFER TO PURCHASE REAL PROPERTY, IN SUBSTANTIALLY THE FORM ATTACHED, WITH EMPIRE DISTRIBUTORS OF TENNESSEE, INC. AND TO EXECUTE A DEED AND ANY OTHER NECESSARY CLOSING DOCUMENTS FOR THE CONVEYANCE OF THE PROPERTY, IN THE AMOUNT OF FIVE HUNDRED SIXTY THOUSAND DOLLARS (\$560,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby declaring surplus of an approximate seven (7) acre tract at Enterprise South Industrial Park on a portion of Tax Map No. 130-001.08 and authorizing the Mayor to enter into an offer to purchase real property, in substantially the form attached, with Empire Distributors of Tennessee, Inc. and to execute a deed and any other necessary closing documents for the conveyance of the property, in the amount of \$560,000.00.

ADOPTED: August 13, 2019

/mem



Hamilton County Board of Commissioners RESOLUTION

No. 819-

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN "OFFER TO PURCHASE" RELATIVE TO TRACT 1 OF THE ENTERPRISE SOUTH INDUSTRIAL PARK AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A DEED AND OTHER NECESSARY CLOSING DOCUMENTS CONVEYING SAID PROPERTY TO THE PURCHASER LISTED HEREINBELOW UPON PAYMENT OF THE SALE PRICE BY THE PURCHASER.

WHEREAS, Hamilton County and the City of Chattanooga jointly own certain property identified as part of State Tax Map No. 130-001.08 (part of) also known as part of Enterprise South Industrial Park; and,

WHEREAS, a proposal has been presented in which Empire Distributors of Tennessee, Inc. desires to purchase 7 acres, more or less (subject to survey) known as a portion Parcel 1 of the Enterprise South Industrial Park for \$80,000 per acre (\$560,000); and,

WHEREAS, an "Offer to Purchase" and proposal have been presented by said purchaser, in accordance with the attached or similar documents; and,

WHEREAS, it is in the best interest of Hamilton County to accept said offer for the continued economic growth of Hamilton County.

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

That the County Mayor is hereby authorized to enter into and execute the attached or similar "Offer to Purchase" relative to a portion of Parcel 1 of the Enterprise South Industrial Park and that the County Mayor is hereby authorized to execute a deed and other necessary closing documents conveying said property to the purchaser listed below upon payment of the sale price, less costs of closing.

<u>LOT NUMBER</u>	<u>ACREAGE</u>	<u>PURCHASER</u>	<u>SALE PRICE</u>
Parcel 1 (portion of)	7 acres, more or less (subject to survey)	Empire Distributors of Tennessee, Inc. or assigns	\$560,000

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 7, 2019

Date

ENTERPRISE SOUTH INDUSTRIAL PARK PROPOSAL FORM

LOT NUMBER: 1

ACREAGE: +/- 7 @ \$80,000
(PRICE PER ACRE)

TOTAL PURCHASE PRICE: \$560,000.00

I. GENERAL COMPANY INFORMATION

PURCHASER: EMPIRE DISTRIBUTORS OF TENNESSEE, INC.

TITLE: Andy E Cox, President; S. Gregory Clarke, Secretary & Treasurer

COMPANY: EMPIRE DISTRIBUTORS OF TENNESSEE, INC.

ADDRESS: 3851 INDUSTRIAL PKWY
Nashville, TN 37218
615-806-8416
acox@empiredist.com gclarke@empiredist.com

PRINCIPAL OWNERS AND TITLES:

See Below

PRINCIPAL OFFICERS AND TITLES, IF DIFFERENT FROM ABOVE:

Andy E Cox, President
S Gregory Clarke, Secretary & Treasurer
David Henry, Vice President
Paul Lucchesi, Vice President

PROPOSED OCCUPANTS(S) OF FACILITY:

EMPIRE DISTRIBUTORS OF TENNESSEE, INC.

IF OCCUPANT IS OTHER THAN PURCHASER, PLEASE PROVIDE NAMES, ADDRESSES AND CONTACT PERSON:

Not Applicable

II. PROJECT SPECIFICATIONS

IS THIS A NEW BUSINESS TO HAMILTON COUNTY? _____ YES NO

IS THIS AN EXPANSION? _____ YES NO

IS THIS A RELOCATION? YES _____ NO

DESCRIPTION OF PROPOSED PROJECT (OVERALL DESCRIPTION OF OPERATIONS): (REQUIRED)

Wholesale Alcoholic Distributor Office and storage warehouse.

NUMBER OF EMPLOYEES CURRENTLY EMPLOYED BY YOUR COMPANY IN HAMILTON COUNTY, TENNESSEE (IF ANY):

44

TOTAL NUMBER OF PERMANENT EMPLOYEES AT NEW FACILITY: (REQUIRED)

AT START-UP 44
WITHIN ONE YEAR 46
WITHIN THREE YEARS 50
WITHIN FIVE YEARS 56

TYPE OF JOBS TO BE CREATED AND WAGE INFORMATION: (REQUIRED)

TITLE	START	MAXIMUM
Sales Representative	\$45,000	\$80,000
Sales Manager	\$67,000	\$90,000
Delivery Driver	\$40,000	\$60,000

III. ENVIRONMENTAL FOOTPRINT

AIR EMISSIONS: WHAT SUBSTANCES WILL BE EMITTED (WHETHER REGULATED OR NOT) AND IN WHAT AMOUNTS? (REQUIRED)

Truck exhaust – limited to arrival and departure daily

NOISE EMISSIONS: DESCRIBE ANY OPERATIONS THAT WILL EMIT NOISE OUTSIDE THE PLANT SITE. (REQUIRED)

Truck traffic noise – limited to arrival and departure daily

WATER DISCHARGE: DESCRIBE WATER DISCHARGE FROM THE PLANT. (REQUIRED)

Normal restroom and breakroom sewer

SEISMIC DATA: DESCRIBE THE LEVEL OF SEISMIC VIBRATIONS YOUR OPERATION WILL CAUSE. (REQUIRED)

None

IV. CONSTRUCTION

TYPE OF CONSTRUCTION PROPOSED:

Pre-fabricated Steel shell with Stucco or brick accents

INITIAL SQUARE FOOTAGE:	7000 (OFFICE)	0 (PRODUCTION)	6000 (SHIPPING)
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ADDITIONAL PHASES:	0 (OFFICE)	0 (PRODUCTION)	0 (SHIPPING)
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PROBABLE DATE OF BEGINNING CONSTRUCTION: 12/1/2019

SCHEDULE OF CONSTRUCTION AND ESTIMATED COMPLETION DATE: (REQUIRED)

Estimated 6-7 months for construction

PROPOSED OPERATIONAL DATE: 7/1/2020

V. PRODUCTION

DESCRIBE THE PRODUCTION PROCESS. **(REQUIRED)**

Not Applicable

DESCRIBE THE RAW MATERIALS USED. **(REQUIRED)**

Not Applicable

DESCRIBE THE CHEMICALS EMPLOYED IN THE PRODUCTION PROCESS. **(REQUIRED)**

Not Applicable

DESCRIBE WHAT MANUFACTURING PROCESSES ARE USED (I.E. CUTTING, WELDING, GRINDING COATING, ETC.) **(REQUIRED)**

Not Applicable

VI. FINANCING

PROJECTED CAPITAL INVESTMENT (INCLUDING LAND COST): \$2,776,000

REAL PROPERTY \$1,900,000

PERSONAL PROPERTY \$300,000

FINANCING PLAN FOR PROJECT: Self-funded

LIST OF PREVIOUS DEVELOPMENT EXPERIENCE:

VII. PRELIMINARY TRANSPORTATION DATA

TRUCK TRIPS PER WEEK (REQUIRED)

3-4 per day inbound and 12-15 per day outbound

AUTO TRIPS PER WEEK (INCLUDING EMPLOYEES, CUSTOMERS & OTHERS) (REQUIRED)

250 - 300

RAIL CARS PER WEEK (INBOUND AND/OR OUTBOUND) (REQUIRED)

None

VIII. PRELIMINARY UTILITY DEMAND DATA

WATER:

DOMESTIC USE 0 GPM (PEAK) ? GPD (TYPICAL) 420

PROCESS USE 0 GPM (PEAK) 0 GPD (TYPICAL) 0

FOR 8 HR DURATION

OTHER (DESCRIBE): N/A

SEWER:

DOMESTIC USE 0 GPM (PEAK) ? GPD (TYPICAL) 420

PROCESS USE 0 GPM (PEAK) 0 GPD (TYPICAL) 0

DESCRIBE CHARACTERISTICS OF INDUSTRIAL WASTE:

No industrial waste

NATURAL GAS:

HEATING 2742 CCF (winter only) BTU (ESTIMATED LOAD)

PROCESS 0 BTU (ESTIMATED LOAD)

ELECTRICAL POWER:

30,000 KWH PER MONTH

0 KVA SERVICE

DESCRIBE ANY SPECIAL NEEDS FOR VOICE AND/OR DATA COMMUNICATIONS:

Fiber Communication connectivity

OTHER UTILITY REQUIREMENTS: None

-----CONTACT INFORMATION ON ALL UTILITY REPRESENTATIVES IS AVAILABLE ON REQUEST.-----

ADDITIONAL INFORMATION YOU MAY WISH TO PROVIDE:

THIS IS NOT AN OFFER TO PURCHASE.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE COVENANTS AND RESTRICTIONS AND AGREE TO ABIDE BY THE CURRENT ENTERPRISE SOUTH INDUSTRIAL PARK TENANT COVENANTS AND RESTRICTIONS.

PROPOSAL SUBMITTED BY (PURCHASER):

By: Andy K Cox

SIGNATURE

Empire Distributors of Tennessee, Inc.

NAME OF PURCHASER (PRINT)

President

TITLE

7/15/19

DATE

**OFFER TO PURCHASE REAL PROPERTY
AT THE ENTERPRISE SOUTH INDUSTRIAL PARK**

“WEST CAMPUS”

OFFEREE

TO: HAMILTON COUNTY/CITY OF CHATTANOOGA

OFFEROR

FROM: Empire Distributors of Tennessee, Inc.

DESCRIPTION

OFFEROR hereby offers to purchase the following described real estate situated in Hamilton County, Tennessee: approximately seven (7) acres of Parcel 1 of Enterprise South Industrial Park, West Campus, as depicted on Exhibit A to this Offer, which is appended hereto and incorporated herein by reference (the “Property”).

PRICE

OFFEROR will pay for said real estate the sum of Five Hundred, Sixty Thousand dollars and no cents (\$560,000.00) (+/- 7 acres @ \$80,000.00 per acre) subject to an ALTA/NSPS survey prepared by **OFFEREE**.

DEED

Special Warranty Deed to be made in the name of Empire Distributors of Tennessee, Inc. (the “Deed”).

CONDITIONS OF OFFER

This Offer is subject to the following provisions and stipulations as agreed to by the parties hereto, all of which are conditions precedent to **OFFEROR’S** obligations hereunder:

A. **OFFEROR** must be entitled to use the Property for warehouse storage and wholesale distribution of alcoholic beverages and related supplies and materials, as well as for related office uses.

B. Prior to the closing of the transaction contemplated by this Offer (the “Closing”), **OFFEROR** must have approved the final survey depicting the Property prepared by **OFFEREE**.

C. Prior to the Closing, **OFFEREE** and **OFFEROR** must have approved the final subdivision plat depicting the Property (the “Subdivision Plat”), which Subdivision Plat must have been fully and finally approved by necessary governmental authorities of Hamilton

County, Tennessee, and the City of Chattanooga, Tennessee, as applicable, and recorded in the Register's Office for Hamilton County, Tennessee.

DEPOSIT

To make this Agreement valid, **OFFEROR** herewith deposits with Jones Title Insurance Agency, Inc., the sum of Twenty-Eight Thousand Dollars and no cents (\$28,000.00) (the "Deposit"), representing 5% of the purchase price set forth above which sum, if the sale is consummated, shall be credited towards the purchase price and constitute a part of the cash payment for the Property.

TITLE

OFFEREE must furnish a title commitment evidencing marketable title within ten (10) days following acceptance of this Offer. Any objections or defects in the title shall be given by **OFFEROR** to **OFFEREE** during the Feasibility Period. In the event marketable title to the Property cannot be conveyed or **OFFEREE** fails or refuses to cure any of **OFFEROR**'s title objections or defects, then at **OFFEROR**'s election this Offer shall be void or shall be modified by the parties accordingly.

NON-REFUNDABLE LIQUIDATED DAMAGES

If for any reason not attributable to **OFFEREE**, the sale is not closed, then except as otherwise provided herein, the **OFFEROR** shall pay to **OFFEREE** the sum of \$1,000.00 as liquidated damages.

In the event marketable title to the Property cannot be perfected within a reasonable time or any conditions in the foregoing paragraph captioned "Conditions of Offer" are not timely satisfied, **OFFEROR** may cancel this Agreement, in which event this Offer shall stand revoked and **OFFEROR** shall pay **OFFEREE** \$100.00 as independent consideration.

In either event, the Deposit shall be returned to **OFFEROR**, together with all interest accrued thereon, less \$1,000.00 to be retained by **OFFEREE** as liquidated damages or less \$100.00 paid to **OFFEREE** as independent consideration, as applicable. Should **OFFEROR** default under the terms of this Agreement, the **OFFEREE** shall have the right to elect to declare this contract cancelled, in which event the Deposit may be retained by the **OFFEREE** as liquidated damages.

In the event of the default of either party hereto, and litigation ensues, a reasonable attorney's fee shall be included in the damages of the non-defaulting party, recoverable together with any court costs.

CLOSING

Should this Offer be accepted by the **OFFEREE**, the parties agree to close the purchase within five (5) business days of acceptance of final drawings by the Enterprise South Industrial Park Development Review Committee, but in no event later than December 1, 2019. The

obligations of **OFFEREE** and **OFFEROR**, respectively, to consummate the Closing is contingent upon, as of date of the Closing, the other party's having performed all its obligations under this Agreement and tendered the following: (a) by **OFFEREE**, the Deed, the Subdivision Plat, and such other documents as **OFFEROR** may reasonably require for the proper consummation of the Closing and (b) by **OFFEROR**, the purchase price, and such documents as **OFFEREE** may reasonably require for the proper consummation of the Closing.

EXPENSES

OFFEREE shall pay for the preparation of an ALTA/NSPS survey of the Property, the Subdivision Plat, a title commitment evidencing marketable title to the Property, preparation of the Deed and one-half of remaining closing costs. **OFFEROR** shall pay for the cost of the title insurance policy in the event this purchase and sale closes, Tennessee Transfer Tax for recording the Deed and one-half of all remaining closing costs. **OFFEROR** shall also pay for any due diligence undertaken by **OFFEROR** including any soil testing, environmental testing or other matters. Each party shall pay the attorneys' fees of its attorneys incurred in connection with the Closing.

OFFEROR'S FEASIBILITY PERIOD

OFFEROR shall have until ninety (90) days following the date this Offer is executed by both parties hereto (the "Feasibility Period") to examine the Property and all matters relating thereto. If such day falls on a weekend or holiday, then the Feasibility Period will expire the next following business day. The matters included in the examination of the Property shall be, without limitation: the status of title of the Property, a survey of the Property, any environmental analysis of the Property, and the determination by **OFFEROR** that the Property is suitable for **OFFEROR'S** intended use. **OFFEROR** shall notify **OFFEREE** in writing prior to the expiration of the Feasibility Period as to whether **OFFEROR** elects to proceed to close this transaction or to terminate this Agreement. Failure to give written notice by the end of the Feasibility Period shall constitute approval on the part of **OFFEROR**. If this Agreement is terminated pursuant to this paragraph, **OFFEROR** shall recover the Deposit, together with all interest accrued thereon, less \$100.00 paid to **OFFEREE** as independent consideration.

"AS-IS" CONDITION

OFFEROR acknowledges that **OFFEROR** is purchasing the Property solely in reliance on **OFFEROR'S** own investigations, and that no representations or warranties of any kind whatsoever, express or implied, have been made by **OFFEREE**, **OFFEREE'S** officers, employees, agents or brokers, including but not limited to representations as to the suitability of the Property for **OFFEROR'S** intended use or environmental warranties, except that **OFFEREE** warrants that it is the owner of the Property and that **OFFEREE** is authorized to convey the Property without any further approvals other than those set forth herein. **OFFEROR** further acknowledges that as of the date of Closing, **OFFEROR** will be well aware of all zoning regulations and other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property, and agrees to purchase the Property "as-is", in the condition that it is in as of the date of Closing.

ASSIGNMENT

OFFEROR may not assign this Agreement or any rights hereunder without the prior written consent of **OFFEREE**, which consent may be withheld in **OFFEREE'S** discretion.

OFFEROR'S ACCESS TO THE PROPERTY

OFFEROR, its agents, engineers, surveyors and other representatives shall have the right, during the Feasibility Period and with reasonable prior notice to **OFFEREE**, to enter upon the Property to inspect, examine and survey the Property; to conduct an engineering and/or environmental assessment of the Property, and otherwise do that which, in the opinion of **OFFEROR**, is necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by **OFFEROR**, and the physical condition of the Property. **OFFEROR** agrees to indemnify and hold **OFFEREE** harmless from and against any and all loss, damage or expense in connection with **OFFEROR'S** tests or inspections and any injury to person or property which may result therefrom, which obligations shall survive Closing or termination of this Agreement. At **OFFEREE'S** option, **OFFEREE** may elect to have a representative of **OFFEREE** present when **OFFEROR** enters the Property. Prior to entering on the Property, **OFFEROR** shall provide to **OFFEREE** a certificate of commercial general liability insurance of at least One Million Dollars (\$1,000,000.00) listing **OFFEREE** as an additional insured.

NOTICES

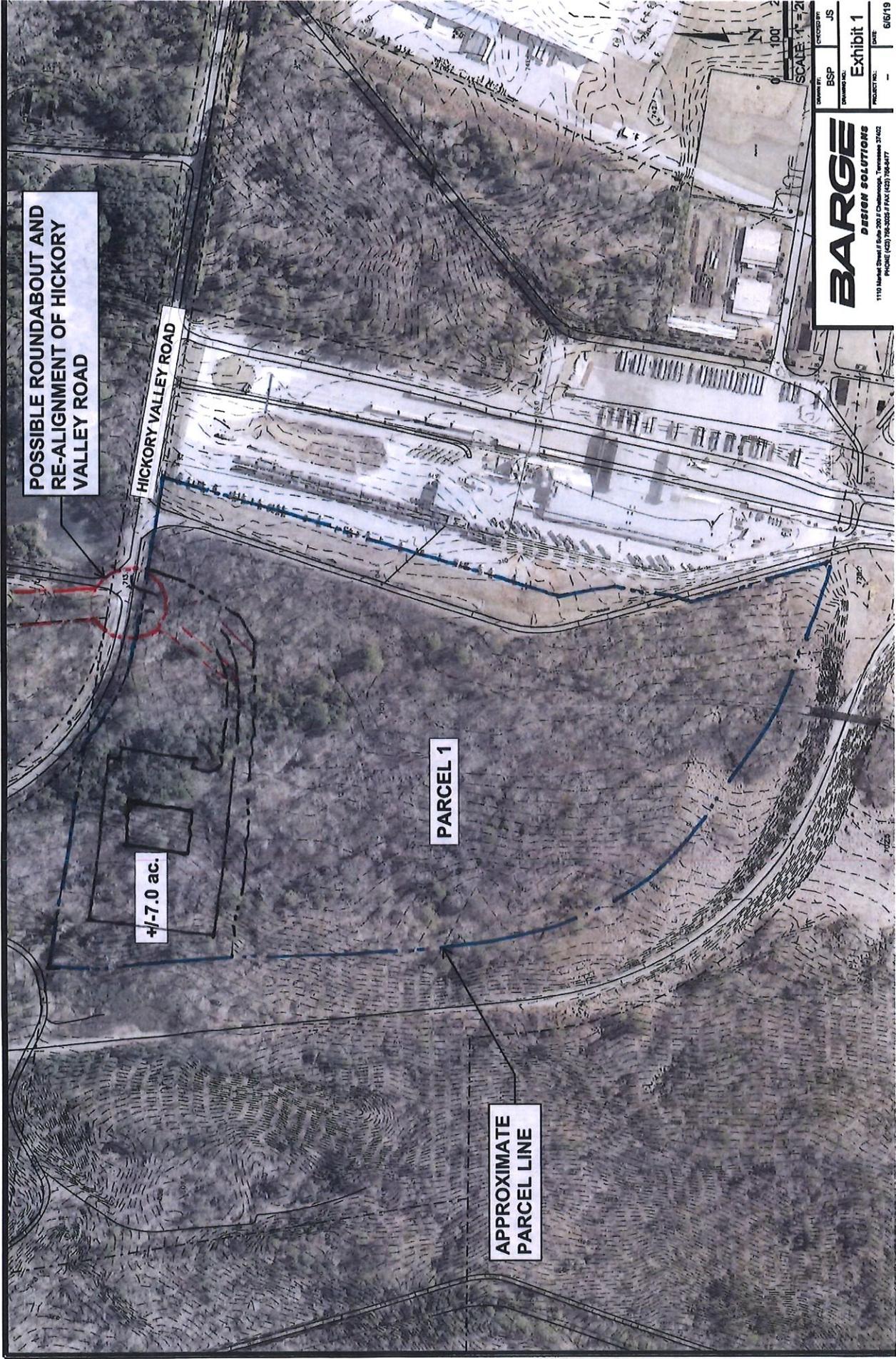
Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U. S. Mail, certified, postage prepaid, return receipt requested, addressed as follows:

TO OFFEROR: Empire Distributors of Tennessee, Inc
3851 Industrial Pkwy
Nashville, TN 37218
Attn: S. Gregory Clarke

TO OFFEREE: Hamilton County Real Property Office
4th Floor, Mayfield Annex
123 East 7th Street
Chattanooga, TN 37402
Attn: Real Property Manager

POSSESSION

Possession of the Property shall be transferred to **OFFEROR** on the date of Closing.



POSSIBLE ROUNDABOUT AND RE-ALIGNMENT OF HICKORY VALLEY ROAD

HICKORY VALLEY ROAD

+/-7.0 ac.

PARCEL 1

APPROXIMATE PARCEL LINE

DRAWN BY: BSP
 CHECKED BY: JS
 SCALE: 1" = 200'
 DATE: 6/6/19

BARGE
 DESIGN SOLUTIONS
 1110 Market Street # 200, Chattanooga, Tennessee 37402
 PHONE: (423) 796-3025 # FAX: (423) 796-4177

