

City Commission  
**AGENDA SUMMARY**

**APPROVED - DISAPPROVED**  
**BY CITY COMMISSION**

DATE: May 5, 2022

*Cathy D. Ball*



**SUBJECT:** Ordinance 4806-22: Third Reading  
An ordinance to convey a certain parcel of real property owned by the City of Johnson City, Tennessee, located in the Fifth (5th) Civil District of Unicoi County, Tennessee, to the Town of Unicoi Administration

**MEETING:** City Commission - May 05 2022

**DEPARTMENT:** Administration

**STAFF CONTACT:** Charlie Stahl, Assistant City Manager

**SUMMARY:**

During the regular City Commission meeting held on March 24, 2022, the Board of Commissioners approved and the Mayor executed a Real Property Purchase and Sale Agreement between the City of Johnson City and the Town of Unicoi wherein the City agreed to sell to the Town of Unicoi a parcel of land and improvements located at 190 Golf Course Road, Unicoi, Tennessee, known as the Buffalo Valley golf course maintenance building. All parties have fully executed the agreement and the City presents for second reading Ordinance #4806-22.

**STAFF RECOMMENDATION:**

Staff has reviewed the Ordinance and recommends Commission Consideration.

**SUPPORTING DOCUMENTS:**

#4806-22 Convenyance Buffalo Valley Maintenance Building

0172 001

Quitclaim Deed - Buffalo Valley Golf Course Maintenance Building

**ORDINANCE NO. 4806-22**

**AN ORDINANCE PROVIDING FOR THE CONVEYANCE OF A CERTAIN PARCEL OF REAL PROPERTY OWNED BY THE CITY OF JOHNSON CITY, TENNESSEE, LOCATED IN THE FIFTH (5) CIVIL DISTRICT OF UNICOI COUNTY, TENNESSEE, TO THE TOWN OF UNICOI UPON THE TERMS AND CONDITIONS CONTAINED HEREIN AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH**

BE IT ORDAINED BY THE CITY OF JOHNSON CITY as follows:

SECTION I. That the conveyance to Town of Unicoi, Tennessee, of a certain parcel of land owned by the City of Johnson City located within the 5th Civil District of Unicoi County, Tennessee, more particularly described in this ordinance as Exhibit "A", which exhibit is incorporated fully into this instrument by reference as though set forth verbatim, for the total purchase price of Two Hundred Ten Thousand Dollars (\$210,000.00).

Conveyance of the above referenced property is hereby authorized in an "as is" condition and in accordance the terms of the Real Property Purchase and Sale Agreement that is attached hereto and incorporated herein as if fully set forth verbatim as Exhibit "B."

SECTION II. BE IT FURTHER ORDAINED that the Mayor of the City of Johnson City be and is hereby authorized to sign a quitclaim deed that is attached hereto and incorporated herein as if fully set for the verbatim as Exhibit "C" and such other instruments as may be reasonably necessary to effectuate the aforementioned conveyance, which instruments shall in form and content be satisfactory to the City Manager and legal counsel for the City.

SECTION III. BE IT FURTHER ORDAINED that all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION IV. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after its passage on third and final reading and publication as required by law, the public welfare requiring it.

PASSED IN OPEN, PUBLIC MEETING  
ON THE FIRST READING 4-7-22

PASSED IN OPEN, PUBLIC MEETING  
ON THE SECOND READING 4/21/22

PASSED IN OPEN, PUBLIC MEETING  
ON THE THIRD READING 5/5/22

APPROVED AND SIGNED IN OPEN  
MEETING ON THE 5<sup>th</sup> DAY OF  
May, 2022  
FOLLOWING PASSAGE ON THIRD  
READING

  
\_\_\_\_\_  
JOSEPH C. WISE, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

BEGINNING at a point in the Southwesterly right-of-way line of Buffalo Ridge Drive, corner to Buffalo Valley Golf Course; thence with the line of Buffalo Valley Golf Course South 30 degrees 49 minutes 53 seconds West 326.80 feet to a point the line of Shelia Benedetto (Deed Book 121, Page 727); thence with Benedetto's line the following two courses and distances: North 57 degrees 19 minutes 17 seconds West 240.08 feet to a point and North 69 degrees 16 minutes 17 seconds West 94.04 feet to a point, corner to Sheffield Auto Mart (Deed Book 156, Page 424); thence with the line of Sheffield Auto Mart North 41 degrees 09 minutes 04 seconds East 355.83 feet to a point in the Southwesterly right-of-way line of Buffalo Ridge Drive as it curves to the left with a radius of 185.40 feet an arc distance of 249.08 feet to a point; thence continuing with the Southwesterly right-of-way of Buffalo Ridge Drive South 88 degrees 19 minutes 22 seconds East 47.03 feet to the point of BEGINNING, containing 2.0612 acres.

## REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the \_\_\_\_ day of March, 2022 (the "Effective Date"), between **THE CITY OF JOHNSON CITY, TENNESSEE**, a municipal corporation organized and existing pursuant to the laws of the State of Tennessee ("the Seller") and **TOWN OF UNICOI, TENNESSEE**, a municipal corporation organized and existing pursuant to the laws of the State of Tennessee (the "Buyer").

WHEREAS, Seller owns real property located at 190 Golf Course Road, Unicoi, Tennessee, as in that deed found at Roll 961, Image 2320 in the Register's Office for Unicoi County, Tennessee, consisting of approximately two (2) acres as described on Exhibit A attached hereto. The land together with all improvements existing thereon and all personal property located therein is referred to herein as the "Property";

WHEREAS, Seller desire to sell, convey, assign, transfer and deliver to Purchaser the Property; and Purchaser desires to purchase, acquire and take from Seller the Property.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller the Property on the terms set forth herein.
2. Purchase Price. The purchase price (the "Purchase Price") of the Property shall be in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00).
3. Earnest Money. Seller and Purchaser agree to waive the earnest money deposit.
4. Closing. Seller shall specify the place and time of closing, which shall not be more than ninety (90) days after the date of acceptance. Any change in specified closing date must be agreed to in writing by all parties. Possession of the entire property will be given to the Buyer at the time of closing, unless a different time of possession is agreed to in a separate Occupancy Agreement.
5. Condition of Property. Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "as is, where is," with all faults and defects, whether patent or latent, as of the date of Closing.
6. Costs and Prorations. Purchaser shall pay for all recording costs applicable to the deed of transfer, the costs of any title commitment and title insurance obtained by Purchaser and the costs of any due diligence obtained by Purchaser. Each party shall pay its own attorney's fees. All prorations to be made under this section "as of the Closing Date" shall be made as of 11:59 P.M. local time on the date immediately preceding the Closing Date:
  - (a) Seller Shall pay, when due, all property tax prior to the closing;
  - (b) Seller shall pay, when due, all charges for utilities furnished to the Property prior to the Closing.
  - (c) Purchaser shall pay transfer taxes and deed recordings.

(d) Each and every representation and warranty of Seller set forth in Section 8 shall be true and correct in all material respects, and Seller shall not be in default under any of its obligations under this Agreement, as of Closing.

7. Time is of the Essence. The failure to meet specified time limits will be grounds for canceling this Agreement.

8. Inspection Period; Refund of Earnest Money; Due Diligence Materials. Purchaser shall have until the Closing Date set forth Section 3 ("Inspection Period") to conduct such investigative diligence with respect to the Property as Purchaser deems appropriate and to elect to either continue or terminate this Agreement. Purchaser may terminate this Agreement by delivering written termination notice to Seller at any time prior to expiration of the Inspection Period.

9. Default or Breach If either party fails to perform any obligation under this Agreement, the other party may cancel the Agreement.

10. Seller's Representations and Warranties. As of the date hereof and as of the Closing Date, Seller represents, warrants and covenants to Purchaser that:

(a) Seller has not received any notice, nor is Seller aware, of any violation of any ordinance, regulation, law, statute, rule or restriction relating to the Property.

(b) Seller has the full right and authority to enter into this Agreement and to transfer all of the Property to be conveyed by Seller pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by Seller. This Agreement constitutes, and all agreements and documents contemplated hereby (when executed and delivered pursuant hereto) will constitute, the valid and legally binding obligations of Seller, enforceable in accordance with their respective terms.

(c) Seller has not entered into any agreement to dispose of its interest in the Property or any part thereof, except for this Agreement. Seller has a good and marketable fee simple absolute estate in the Real Property.

(d) Seller is not a party to any litigation which is still pending, and knows of no threatened litigation, affecting or relating to the Property.

(e) To Seller's knowledge no entity who is, or may be entitled to, assert a mechanic's, materialmen's or other lien against the Property on account of work, labor, materials, equipment, supplies or services furnished to Seller will be paid in full as of the Closing.

(f) If needed, Seller has available funds sufficient in addition to the Purchase Price to defease the Bonds.

11. Broker and Broker's Commission. Seller and Purchaser represent that neither has dealt with any broker in connection with this transaction.

12. Survey and Inspection. Purchaser and Purchaser's agents, employees and independent contractors shall have the right and privilege to enter upon the Property during the Inspection Period to survey and inspect the Property and to conduct environmental assessment and toxic waste studies and other geological, engineering or landscaping tests or studies, all at Purchaser's sole cost and expense. Purchaser hereby covenants and agrees to repair any damage to the Property resulting from the exercise of

Purchaser's rights hereunder. In the event Purchaser elects not to purchase the Property in accordance with its rights hereunder, Purchaser will provide Seller with copies of all tests, studies, and surveys obtained by Purchaser as consideration for entering into this Agreement.

13. Seller's Covenants. Between the Effective Date and Closing, Seller shall (i) give to Purchaser immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property; (ii) give Purchaser immediate notice upon the occurrence of any event, or receipt of any notice, which constitutes a breach by Seller of any of its representations or warranties set forth herein, (iii) not, without the prior written consent of Purchaser, impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title; and (iv) not, without the prior written consent of Purchaser, enter into any agreement or instrument or take any action that would encumber the Property after Closing or that would bind Purchaser or the Property after Closing.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Purchaser and Seller.

15. Headings. The section headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.

24. Waiver. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any term or condition or of any subsequent breach, whether or not it is the same or different provision.

25. Applicability of Law. This Agreement is and shall be construed as being executed and delivered within the State of Tennessee, and it is mutually understood and agreed by each party hereto that all agreements and statements of work shall be governed by the laws of the State of Tennessee, both as to interpretation and performance.

*[Signature page follows]*

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year first above written.

SELLER:

CITY OF JOHNSON CITY, TENNESSE

By:   
Joseph C. Wise, Mayor

ATTEST:

By:   
Janet Jennings  
City Recorder

BUYER:

TOWN OF UNICOI, TENNESSEE

By: \_\_\_\_\_  
Kathy Bullen, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
City Recorder

Prepared by:  
Sunny R. Sandos  
City Attorney  
601 E. Main Street  
Johnson City, Tennessee 37604  
Telephone: 423-434-6012

#### QUITCLAIM DEED

This deed is made and entered into as shown below by and between the CITY OF JOHNSON CITY, TENNESSEE, a Municipal Corporation incorporated by Chapter 189 of the 1939 Private Acts of the Tennessee General Assembly, hereinafter referred to as the "Party of the First Part", and TOWN OF UNICOI referred to as the "Party of the Second Part":

#### WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Party of the First Part hereby conveys and quitclaims unto the Party of the Second Part all of its right, title and interest, if any, in and to the following described parcel of land, in the Fifth (5th) Civil District of Unicoi County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the Southwesterly right-of-way line of Buffalo Ridge Drive, corner to Buffalo Valley Golf Course; thence with the line of Buffalo Valley Golf Course South 30 degrees 49 minutes 53 seconds West 326.80 feet to a point the line of Shelia Benedetto (Deed Book 121, Page 727); thence with Benedetto's line the following two courses and distances: North 57 degrees 19 minutes 17 seconds West 240.08 feet to a point and North 69 degrees 16 minutes 17 seconds West 94.04 feet to a point, corner to Sheffield Auto Mart (Deed Book 156, Page 424); thence with the line of Sheffield Auto Mart North 41 degrees 09 minutes 04 seconds East 355.83 feet to a point in the Southwesterly right-of-way line of Buffalo Ridge Drive as it curves to the left with a radius of 185.40 feet an arc distance of 249.08 feet to a point; thence continuing with the Southwesterly right-of-way of Buffalo Ridge Drive South 88 degrees 19 minutes 22 seconds East 47.03 feet to the point of BEGINNING, containing 2.0612 acres.

IN TESTIMONY WHEREOF, witness the signature of the Party of the First Party on the day and date first above written.

CITY OF JOHNSON CITY, TENNESSEE

By: Joseph C. Wise, Mayor

Attest:

City Recorder

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the said State and County, personally appeared Joseph C. Wise, with whom I am personally acquainted, or whose identity was proven to me on satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the City of Johnson City, a Municipal Corporation, the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Johnson City, a Municipal Corporation by himself as such officer.

WITNESS my hand and official seal at office in the State and County aforesaid on this the \_\_\_\_ day of April, 2022.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Property Owner \_\_\_\_\_  
Address \_\_\_\_\_

Person or Agency Responsible for Payment of Taxes

Name \_\_\_\_\_  
Address \_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF WASHINGTON**

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

**AFFIANT** \_\_\_\_\_

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of May, 2022.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission expires** \_\_\_\_\_

### **LEGAL DESCRIPTION**

BEGINNING at a point in the Southwesterly right-of-way line of Buffalo Ridge Drive, corner to Buffalo Valley Golf Course; thence with the line of Buffalo Valley Golf Course South 30 degrees 49 minutes 53 seconds West 326.80 feet to a point the line of Shelia Benedetto (Deed Book 121, Page 727); thence with Benedetto's line the following two courses and distances: North 57 degrees 19 minutes 17 seconds West 240.08 feet to a point and North 69 degrees 16 minutes 17 seconds West 94.04 feet to a point, corner to Sheffield Auto Mart (Deed Book 156, Page 424); thence with the line of Sheffield Auto Mart North 41 degrees 09 minutes 04 seconds East 355.83 feet to a point in the Southwesterly right-of-way line of Buffalo Ridge Drive as it curves to the left with a radius of 185.40 feet an arc distance of 249.08 feet to a point; thence continuing with the Southwesterly right-of-way of Buffalo Ridge Drive South 88 degrees 19 minutes 22 seconds East 47.03 feet to the point of BEGINNING, containing 2.0612 acres.