

RESOLUTION NO. 32830

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO JOINTLY WITH HAMILTON COUNTY ENTER INTO A CONTRACT FOR SALE AND PURCHASE WITH THE CHEROKEE AREA COUNCIL, INC. AND THE BOY SCOUTS OF AMERICA, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE JOINT ACQUISITION OF THE APPROXIMATELY 19.6-ACRE TRACT IDENTIFIED AS TAX MAP NO. 130-003 LOCATED ADJACENT TO I-75 AND VOLKSWAGEN DRIVE, FOR THE SUM OF FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$525,000.00), WITH CLOSING EXPENSES NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00), FOR A TOTAL NOT TO EXCEED AMOUNT OF FIVE HUNDRED THIRTY DOLLARS (\$530,000.00), WITH THE CITY RESPONSIBILITY BEING ONE-HALF (1/2) OF THE TOTAL ACQUISITION EXPENSE, AND SAID TRANSACTION RECOMMENDED BY PLANNING COMMISSION MR-2026.0024.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Mayor or his designee to jointly with Hamilton County enter into a Contract for Sale and Purchase with the Cherokee Area Council, Inc. and the Boy Scouts of America, in substantially the form attached, for the joint acquisition of the approximately 19.6-acre tract identified as Tax Map No. 130-003 located adjacent to I-75 and Volkswagen Drive, for the sum of \$525,000.00, with closing expenses not to exceed \$5,000.00, for a total not to exceed amount of \$530,000.00, with the City responsibility being one-half (1/2) of the total acquisition expense, and said transaction recommended by Planning Commission MR-2026.0024.

ADOPTED: March 24, 2026

/mem

CONTRACT FOR SALE AND PURCHASE

This contract for sale and purchase of real estate (“Contract”) is made and entered into this ___ day of _____, 2026, by and between Cherokee Area Council, Inc., Boy Scouts of America a/k/a “The Cherokee Area Council 556 Boy Scouts of America,” a Tennessee nonprofit corporation (“Seller”), and City of Chattanooga, a Tennessee municipal corporation (the “City”) and Hamilton County, Tennessee, a political subdivision of the State of Tennessee (the “County”) (collectively, “Buyer”).

WITNESSETH

WHEREAS, Seller owns a fee simple interest in a parcel of real property adjacent to I-75 and Volkswagen Drive, Tax Map Number 130-003 and as more particularly described on **Exhibit “A”** (the “Property”); and

WHEREAS, the Seller wishes to sell and the Buyer wishes to purchase the Property.

NOW, THEREFORE, in consideration of the respective covenants, agreements, conditions, and terms stated herein and at the time and in the manner provided herein, the parties covenant as follows:

1. **Property.** Seller, in consideration of the mutual covenants and obligations herein, does hereby agree to convey to Buyer, and Buyer agrees to purchase from Seller, at the consideration of the Purchase Price (as defined below) and upon the terms and conditions hereof, the Property, together with all improvements located thereon, including, without limitation, surrounding grounds, driveways, parking areas, and related facilities, and including all appurtenances, rights, privileges, easements, and advantages thereto belonging.

2. **Consideration; Purchase Price.** Subject to the terms, conditions, and provisions herein, Buyer agrees to pay, and Seller agrees to accept as full consideration for the conveyance

of the Property described in Paragraph 1 above, the purchase price as set forth below (the "Purchase Price"):

- a. **Purchase Price.** Buyer agrees to pay, and Seller agrees to accept as full consideration for the conveyance of the Property described in Paragraph 1 hereinabove, the sum of FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00).

3. **Due Diligence.**

Simultaneously with Seller's execution of this Contract, Seller will deliver to Buyer all existing documentation, maps, surveys, environmental reports, engineering and architectural reports, plans or drawings, title reports, as well as all correspondence received from any federal, state or local authority that Seller may have that would adversely affect the Buyer's ability to use the Property for the Buyer's intended purpose. Buyer shall have sixty (60) days from the Effective Date to conduct such physical and other inspections and investigations of the Property which it deems appropriate (the "Due Diligence Period") to determine whether or not the transaction contemplated herein is suitable for Buyer's intended purposes, as determined by Buyer, in Buyer's sole discretion. Buyer may, prior to the expiration of the Due Diligence Period, notify Seller in writing that it elects to terminate this Contract in the event it deems the Property to be unsuitable for any reason or no reason at which point this Contract shall be deemed terminated, and the parties shall have no further obligations pursuant to this Contract, except as expressly stated to survive the termination of this Contract.

4. **Survey and Title Approval.**

- a. **Survey.** At Buyer's option and Buyer's expense and direction during the Due Diligence Period, Buyer may obtain an as-built survey and a surveyor's certificate, in form sufficient to remove the survey exception from the Title

Commitment (as defined below). The survey will be prepared by a licensed surveyor acceptable to Buyer. The survey shall incorporate an exact description of the Property to be conveyed, shall be dated not more than sixty (60) days prior to the Closing Date, shall show the total area of the Property in square feet, easements, if any, dimensions and locations of improvements, driveways, location of adjoining streets and rights of way, building setback lines, zoning requirements and such other details as may be required by Buyer. The survey shall be insurable by the Title Company (as defined below).

- b. **Title Commitment.** At Buyer's option and Buyer's expense, Buyer may obtain, within thirty (30) business days after the Effective Date, a binding commitment from Escrow Agent ("Title Commitment"), as agent for a national title insurer reasonably acceptable to Buyer ("Title Company"), for an ALTA owner's title insurance policy covering the Property, together with copies of all documents referenced therein (the "Title Policy").
- c. **Environmental Assessment.** At Buyer's option and at Buyer's expense and direction within thirty (30) business days after the Effective Date of this Contract, Buyer may obtain a Phase I Environmental Site Assessment of the Property prepared in accordance with ASTM E1527-13 (the "Phase I").
- d. **Review of Title.** Buyer shall have until the expiration of the Due Diligence Period to review all of: (i) the Title Commitment, (ii) legible copies of all documents referenced in title exceptions disclosed therein, (iii) the survey, and (iv) the Phase I, if applicable, (i) through (iv), together, the "Due Diligence Documents") and to give written notice to Seller of any title

matters which affect title to the Property and which are unacceptable to Buyer. If any title or survey defects or other matters objectionable to Buyer are disclosed by any of the Due Diligence Documents, Buyer shall give Seller written notice of same prior to the expiration of the Due Diligence Period. Seller shall be allowed a reasonable time, not in excess of fifteen (15) business days or longer period if approved, in writing, by Buyer, as determined in Buyer's sole discretion. If said defects are not timely cured to Buyer's satisfaction, Buyer may waive such defects and proceed to Closing, or Buyer may terminate this Contract by written notice to Seller, and each of the parties shall be released from further liability to the other.

- e. **Title at Closing.** At the Closing, the Title Company shall be prepared to issue an owner's title insurance policy on a standard ALTA Form insuring Buyer's fee simple title to the Property free and clear of all exceptions and encumbrances with liability limits in the amount of the Purchase Price, subject only to the delivery of documents, materials, and funds described herein, the recordation of the Deed, and payment of the applicable title insurance premiums and survey exceptions, if any. If the Title Company is unable to insure the Property for any reason, Buyer shall be entitled to terminate the Contract by written notice to Seller, and each of the parties shall be released from further liability to the other.

f. **Closing Costs.**

1. Seller shall be responsible for all fees, costs, and expenses incurred by Seller in connection with or relating to Seller's satisfying the terms and conditions hereof.
2. Buyer shall be responsible for all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer's satisfying the terms and conditions hereof with the County and City sharing in such costs fifty percent (50%) each. Prior to Closing, the City will provide the Title Company with documentation of expenses incurred for due diligence, and the County will reimburse the City for its share of these expenses.
3. Buyer and Seller shall be responsible for their own attorney's fees.
4. All other costs shall be allocated as follows:

<u>Cost</u>	<u>Party Responsible</u>	
	<u>Seller</u>	<u>Buyer</u>
Title Insurance & Title Examination	_____	X
Preparation of Deed	_____	X
Survey	_____	X
Recording Fees and Tax on Deed	_____	X
Phase I Environmental Assessment	_____	X
Phase II Environmental Assessment	_____	X
Water Quality Fees (prorated)	X	X

Buyer shall pay for all closing and expenses.

5. **Taxes and Assessments.** Real estate taxes for 2026 shall be paid by Seller. From and after the Closing Date, the Property will be exempt from the payment of real property taxes. Water quality fees assessed for the year in which the Closing occurs (regardless of when due and payable) shall be prorated as of the Closing Date. The Property has been classified as Greenbelt/Forest for tax assessment, levy and collection purposes and may be subjected to

substantial roll back taxes as defined in T.C.A. § 67-5-1001, *et seq.*, which Seller agrees to pay at Closing. The parties agree that any rollback taxes imposed on or after the Closing shall also be paid by Seller. This provision shall survive the Closing and not be merged into the Deed.

6. **Conveyances.** At Closing, Seller shall convey title to the Property by Warranty Deed conveying to Buyer marketable and insurable fee simple title to the Property (the “Deed”).

7. **Conditions.** Unless otherwise waived by Buyer in writing, the duties and obligations of Buyer under the terms and provisions of this Contract are and shall be expressly subject to the following conditions precedent, each of which shall be deemed material to this Contract:

- a. **Resolutions and Consents.** Seller’s delivery to Buyer, at or before Closing, of such resolutions and/or consents to the sale of the Property as contemplated by this Contract as Buyer may reasonably require, all in such form as is satisfactory to Buyer.
- b. **Written Approval.** Buyer’s written approval of all exhibits to this Contract.
- c. **Property Condition.** Buyer's approval that no material, adverse change occurring in the physical or financial condition of the Property between the Effective Date of this Contract and the Closing Date, including, but not limited to, any change in the environmental condition of the Property or presence of a Hazardous Substance on the Property. For purposes of this Contract, “**Hazardous Substance**” shall have the meaning set forth at 42 U.S.C. Section 9601(14), as well as the meaning(s) set forth in any applicable state law or regulation.
- d. **Representations and Covenants.** All covenants and representations contained in this Contract being true and correct as of the Closing.

- e. **Buyer's Title Policy.** As of the Closing, the Title Company shall have committed to issue, upon the condition of the payment of its regularly scheduled premium, the Title Policy.
- f. **Failure of Condition.** In the event of the failure of any of the conditions set forth in this Paragraph 8, which condition is not waived in writing by Buyer, in Buyer's sole discretion, Buyer may (i) terminate this Contract by written notice to Seller, and this Contract shall be null and void and each of the parties shall be released from further liability to the other, or (ii) Buyer may, at Buyer's sole election, postpone the Closing for twenty (20) business days to allow such conditions to be satisfied, or waive the same; provided the provisions of this paragraph shall continue to apply if the Closing is postponed pursuant hereto and no waiver of such conditions shall be deemed to have been made unless expressly set forth in a writing signed by Buyer.
- g. **Updates.** Seller shall immediately notify Buyer, in writing, if Seller obtains knowledge or receives notice of (i) any event which has or is likely to have a material adverse effect on the operation, physical condition or financial condition of the Property, (ii) any violation, potential violation or alleged violation of any applicable governmental laws, statutes, codes, ordinances, rules, regulations, orders, judgments and decrees, including, but not limited to, the terms of all permits, related to the Property, or (iii) any legal action or governmental proceeding related to the Property or which may affect Seller's ability to perform its obligations under this Contract, or any actual,

pending or threatened taking of the Property by condemnation or eminent domain.

8. **Contract Default.**

a. **Seller's Default.** If Seller fails to comply with this Contract within the time specified or if Seller breaches any covenant contained herein, Buyer shall be entitled to any remedies available to Buyer at law or in equity. An election by Buyer to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

b. **Buyer's Default.** If Buyer fails to comply with this Contract within the time specified or if Buyer breaches any covenant contained herein, Seller shall be entitled to any remedies available to Seller at law or in equity. An election by Seller to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

9. **Closing Date and Location.**

a. **Closing Date.** The consummation of the transaction contemplated by this Contract (the "Closing") shall occur no later than ten (10) business days following the expiration of the Due Diligence Period (the "Closing Date").

b. **Closing Location.** The Closing shall be held at the offices of the Title Guaranty & Trust Company, 617 Walnut Street, Chattanooga, TN 37402.

c. **Documents.** At Closing, all documents herein contemplated for the conveyance of the Property, payment of the Purchase Price, and all other

necessary documents and instruments shall be executed and/or delivered by the parties.

- d. **Possession.** Possession of the Property shall be transferred to Buyer on the Closing Date.

10. **Notices.**

- a. **Written Notices; Addresses.** All notices required herein must be written and shall be deemed to have been validly given when deposited postage prepared in the United States Mail, Certified, Return Receipt Requested, addressed to the parties as identified and set forth below:

Seller: Boy Scouts of America a/ka/ The Cherokee
Area Council 556 Boy Scouts of America
6031 Lee Highway
Chattanooga, TN 37421
Attn: Jared Pickens, Scout Executive & CEO

Buyer: City of Chattanooga
101 E. 11th Street, Suite G-18
Chattanooga, TN 37402
Attn: Gail Hart, Real Property Manager

Hamilton County
4005 Cromwell Road
Chattanooga, TN 37421-2117
Attn: Lynn Mansfield, Real Property Manager

With a copy to: Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
Attn: Harolda Bryson, Attorney

Office of the Hamilton County Attorney
625 Georgia Avenue, #204
Chattanooga, TN 37402
Attn: Janie Varnell, County Attorney

- b. **Attorneys.** The respective attorney for each party shall have the right, but not the obligation, to give any notice on behalf of such attorney's client. Any notice so given by such attorney shall be deemed to have been given by such attorney's client.

11. **Entire Agreement.** This Contract constitutes the sole and entire agreement between Buyer and Seller relative to the Property, and no modification hereof shall be binding unless signed by both Buyer and Seller. Representations, promises, or inducements not included in this Contract shall not be binding upon either of the parties.

12. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, successors, assigns, beneficial owners and representatives.

13. **Assignment.** Buyer shall have no right to assign its interest in this Contract to any person or entity except that Buyer shall have the right to assign its rights hereunder to an entity controlled by, or under common control with, the Buyer, by giving written notice thereof to Seller at least five (5) days before Closing.

14. **Waiver of Breach.** The failure of either party to insist upon strict performance of any of the terms or conditions and covenants contained herein shall not be deemed to constitute a waiver of any rights or remedies by either party that they may have and shall not be deemed to constitute a waiver of any subsequent breach or default.

15. **Real Estate Commission.** At Closing, Seller shall be responsible for paying a real estate commission to SVN Second Story Real Estate Management in the amount of three percent (3%) of the Purchase Price (the "Broker"). Seller agrees to indemnify, defend, and hold harmless Buyer from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out

of or resulting from any agreement, arrangement or understanding alleged to have been made by such parties or on their behalf with any broker in connection with this Contract other than the Broker. Notwithstanding anything to the contrary contained herein, this paragraph shall survive the Closing or any termination of this Contract.

16. **Performance.** Time is of the essence in the performance and satisfaction of the obligations and conditions of this Contract.

17. **Miscellaneous.**

- a. **Choice of Law.** The validity, construction, interpretation and performance of this Contract shall, in all ways be governed and determined in accordance with the laws of the State of Tennessee. Should there be any provision thereof to be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect.
- b. **Captions.** The captions used in this Contract have been inserted only for purposes of convenience and the same shall not be construed or interpreted so as to limit or define the intent or the scope of any part of this Contract.
- c. **Gender and Number.** Within this Contract, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- d. **Exhibits.** All exhibits described herein and attached hereto are fully incorporated into this Contract by this reference for all purposes.

- e. **Counterparts/Effective Date.** This Contract may be executed by the parties independently in any number of identical counterparts, and upon execution by both parties of any such independent counterparts, this Contract shall be in full force and effect on the date the last party executes an identical counterpart (the “Effective Date”) as if the parties had executed one and the same counterpart, and all of such counterparts when taken together shall constitute one and the same instrument.
- f. **No Assumption.** Buyer’s acquisition of the Property shall in no way be construed as an assumption of any liability, debt or obligation related thereto, known or unknown, which is allocable to periods prior to the Closing. Furthermore, Buyer shall assume no liabilities of Seller of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in connection with or as a result of the acquisition of the Property or arising from or in connection with Seller’s ownership of the Property or Seller’s operation of any business, concern, or enterprise involving the Property. Seller shall remain solely responsible for the obligations, liabilities and debts of Seller. Seller shall indemnify Buyer against, and shall hold Buyer harmless from, any and all claims, demands, causes of action, liabilities, judgments, losses, damages, costs, and expenses of any kind whatsoever (including without limitation reasonable attorneys’ fees incurred in connection with the enforcement of this indemnity) resulting from or arising out of or in connection with the ownership and operation of the Property, any business conducted thereon or therein, and any use or occupancy of the Property by Seller or its agents, employees, invitees, licensees or guests on

or before the Closing Date. Nothing herein shall be construed as a waiver of governmental immunity under the Tennessee Governmental Tort Liability Act.

- g. **Additional Documents.** The parties agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Contract.
- h. **Mergers.** Except as expressly provided to the contrary in this Contract, none of the obligations, representations or warranties contained in this Contract shall survive the Closing.
- i. **Modifications.** This Contract shall not be modified, amended or terminated orally, and no such amendment, modification or termination shall be effective for any purpose unless same is in writing and duly authorized and executed by both parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been executed by the Buyer and Seller on the dates set out below their respective signatures hereto.

BUYER:

CITY OF CHATTANOOGA, TENNESSEE

BY: _____
TIM KELLY, *Mayor*

Date: _____

HAMILTON COUNTY, TENNESSEE

BY: _____
WESTON WAMP, *Mayor*

Date: _____

SELLER:

CHEROKEE AREA COUNCIL, INC., BOY
SCOUTS OF AMERICA, a/k/a THE CHEROKEE
AREA COUNCIL 556 BOY SCOUTS OF
AMERICA

BY: _____
JARED PICKENS, *Scout Executive/CEO*

Date: _____

EXHIBIT "A"

Legal Description of the Property

SURVEYOR'S DESCRIPTION - TAX PARCEL 130 003

Land located in the City of Chattanooga. Being the property of Cherokee Area Council, Inc., Boy Scouts of America, also known as The Cherokee Area Council 556 Boy Scouts of America, of record in Deed Book 6099, Page 319, and Deed Book 9266, Page 791, Register's Office, Hamilton County, Tennessee, (ROHC), and being more particularly described as follows:

BEGINNING at a Concrete Monument found at the intersection of the Northwestern Right-of-Way Line of Interstate 75, same being of record in Deed Book 8034, Page 780, ROHC, and the Northern Right-of-Way Line of Railroad attributed to Norfolk Southern Railway, said point located at Tennessee State Plane Coordinates: North 269,441.23 feet, 2,231,809.31 feet, North American Datum of 1983;

Thence along said Railroad Right-of-Way Line the following courses and distances:

Thence South 83 Degrees 14 Minutes 19 Seconds West, a distance of 553.98 feet;

Thence with a curve to the left with an arc length of 443.91 feet, with a radius of 2,963.10 feet, with a chord bearing of South 78 Degrees 56 Minutes 49 Seconds West, with a chord length of 443.49 feet to a Concrete-filled Pipe found;

Thence leaving said line, and along the common Boundary between the property described herein and the property of City of Chattanooga and Hamilton County Tennessee, of record in Deed Book 7476, Page 1, ROHC, the following courses and distances:

North 89 Degrees 58 Minutes 15 Seconds West, a distance of 685.97 feet to a 3-inch Aluminum Monument found;

Thence North 51 Degrees 26 Minutes 12 Seconds East, a distance of 882.27 feet to a 3-inch Aluminum Monument found;

Thence South 86 Degrees 17 Minutes 08 Seconds East, a distance of 461.09 feet to a 3-inch Aluminum Monument found;

Thence North 78 Degrees 27 Minutes 18 Seconds East, a distance of 949.34 feet to a 3-inch Aluminum Monument found;

Thence North 65 Degrees 44 Minutes 24 Seconds East, a distance of 437.91 feet to a Capped Iron Rod set;

Thence along aforesaid Northwestern Right-of-Way Line of Interstate 75, the following courses and distances

Thence South 32 Degrees 46 Minutes 38 Seconds West, a distance of 303.88 feet to a Concrete Monument found;

Thence South 53 Degrees 04 Minutes 11 Seconds West, a distance of 182.30 feet to a Concrete Monument found;

Thence South 52 Degrees 59 Minutes 51 Seconds West, a distance of 623.27 feet to the POINT OF BEGINNING.

The tract described herein contains 19.84 Acres, more or less.

MR-2026-0024 City of Chattanooga
February 9, 2026

RESOLUTION

WHEREAS, City of Chattanooga Real Property Office c/o Gail Hart petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the Members of the City Council of the City of Chattanooga granting approval of a Mandatory Referral pursuant to T.C.A. 13-4-104 for the acquisition of unaddressed private property located near the 7500 block of Volkswagen Drive.

An unplatted and unaddressed tract of land located near the 7500 block of Volkswagen Drive being the property described in Deed Book 9266, Page 791, ROHC. Tax Map Number 130-003 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2026,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

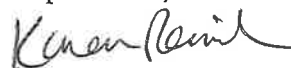
AND WHEREAS, there was opposition present to the petition, as well as, an email in opposition received by RPA staff,

AND WHEREAS, the Planning Commission has determined that the acquisition of private property for public use does not negatively impact the health, safety, and well-being of the public.

AND WHEREAS, the Planning Commission recommends that the City of Chattanooga explore the option of rezoning the property from I-H Heavy Industrial Zone to OS Open Space Zone.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2026, recommends to the Members of the City Council of the City of Chattanooga that this petition for a Mandatory Referral for the acquisition of private property be approved, subject to the following condition: 1) Use of property to remain as natural greenspace/open space.

Respectfully submitted,



Karen Rennich
Executive Director