

RESOLUTION NO. 32904

A RESOLUTION CONFIRMING THE SURPLUS OF THE PROPERTY AT 7725 LEE HIGHWAY, FURTHER IDENTIFIED AS TAX MAP NO. 139F-A-003.04, AND AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO A DONATION AGREEMENT WITH GRATEFUL GOBBLER, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE DONATION OF THE PROPERTY TO PROVIDE SHELTER FOR FAMILIES EXPERIENCING HOMELESSNESS WITH ON-SITE SUPPORTIVE SERVICES, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO CONSUMMATE THE CLOSING TRANSACTION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby confirming the surplus of the property at 7725 Lee Highway, further identified as Tax Map No. 139F-A-003.04, and authorizing the Administrator for the Department of Economic Development to enter into a Donation Agreement with Grateful Gobbler, in substantially the form attached, for the donation of the property to provide shelter for families experiencing homelessness with on-site supportive services, and to execute all documents necessary to consummate the closing transaction.

ADOPTED: June 16, 2026

/mem

DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”) is made this ____ day of _____, 2026 (the “Effective Date”), by and between the **CITY OF CHATTANOOGA**, a Tennessee municipal corporation, having an address of 101 E. 11th Street, City Hall, Chattanooga, Tennessee 37402 (“Donor”) and **GRATEFUL GOBBLER**, a Tennessee nonprofit corporation, having its principal address as 820 Broad Street, Suite 300, Chattanooga, Tennessee 37402 (“Donee”).

RECITALS:

- A. Donor is the fee simple owner of a certain parcel of real property located in Chattanooga, Hamilton County, Tennessee, described on **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”).
- B. Donor desires to donate the Property to Donee for the purpose of Donee’s rehabilitation of the Property to provide a shelter for women and children experiencing homelessness with on-site supportive services and to operate the building as permanent supportive housing (“Shelter”), and Donee desires to accept such donation from Donor.
- C. The parties desire to set forth the terms and conditions of the donation in this Agreement.

NOW, THEREFORE, for good and valuable consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, the mutual promises set forth herein, in acknowledgment of Donee’s material reliance on this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Donation.

(a) For and in consideration of the mutual covenants and promises contained in this Agreement, and in acknowledgment of Donee’s material reliance on this Agreement, Donor agrees to grant and convey to Donee the Property described on **Exhibit “A”**, attached hereto and incorporated herein by reference. Donee shall not be obligated to accept the Property if (a) the donation of the Property is not consummated under this Agreement because of Donor’s failure, refusal or inability to perform any of its obligations under this Agreement; (b) Donee elects to terminate this Agreement because any of Donor’s representations cease to be true prior to Closing (hereinafter defined); (c) Donee elects to terminate this Agreement because Donor is unable to remove a title exception objected to by Donee; (d) Donee determines after conducting the investigations of the Property pursuant to Paragraph 8 that the Property is not suitable for Donee’s purposes or (e) Donee elects not to close by reason of damage to the Property in accordance with Paragraph 10 of this Agreement.

(b) The parties agree that a reasonable estimate of the value of the Property is TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,700,000) based upon the Appraisal Report prepared by Thomas R. Carter and dated September 30, 2021.

2. **Closing.** The donation of the Property by Donor (the “Closing”) shall take place not longer than thirty (30) days after completion of all due diligence analysis, including title research, survey and platting work, and physical/environmental inspection of the Property, and completion of any work required by such due diligence analysis, but not later than December 31, 2026, provided that Donee has not elected to extend or terminate this Agreement pursuant to the terms hereof. Donee’s obligation to accept title to the Property shall be contingent on Donor’s performance of all of its duties and obligations hereunder.

3. **Title; No Warranty.**

(a) Donor shall convey the Property to Donee by executing and delivering to Donee a quitclaim deed (the “Deed”). Donee shall be under no obligation to accept the Deed from Donor if Donee, in its examination of title to the Property, determines that it is subject to liens, encumbrances or other matters of title other than (i) the lien of ad valorem property taxes for the year in which the Closing occurs, which taxes are not yet due and payable; (ii) exceptions listed on a title commitment (the “Title Commitment”) issued by a national title insurance company, which exceptions are accepted by Donee in writing; and (iii) any other matters approved by Donee in writing.

(b) Donee may obtain at its expense either a title report or a Title Commitment from a national title insurance company (the “Title Company”) reflecting good and marketable fee simple title to the Property in Donor. If obtained, Donee may examine the title report/Title Commitment and shall furnish to Donor not less than thirty (30) days after receipt of the title work and a written statement of any objections to matters of title, and Donor will in good faith diligently work with Donee to resolve and/or remove any title exceptions or encumbrances which are under the control of Donor. Matters reflected by the survey of the Property obtained by Donee pursuant to Paragraph 4 below may be treated as title defects and referenced in the above-referenced title objection letter. Donor may, but shall not be obligated to, cure any such title or survey objections which are beyond the control of Donor.

(c) Following Donee’s initial title examination, Donee shall have until the time of Closing to re-examine title to the Property and to give Donor notice of any additional objections disclosed by such re-examination, which were not filed and indexed of record on the date of Donee’s initial examination. If all of the stated title and survey objections are not cured or satisfied by the date set for Closing, Donee may, at its option:

(i) waive the title objections and proceed to Closing;

(ii) terminate this Agreement, and, except as may expressly be provided herein to the contrary, Donor and Donee shall have no further rights or obligations under this Agreement.

(d) Donor agrees to provide to Donee and the title insurer all routine or otherwise available documents necessary or desirable to confirm Donor’s title to and authorization to convey the Property, and to permit Donee to obtain an ALTA Owner’s Policy (2006 Form), as amended, at Donee’s sole cost and expense with respect to the Property.

(e) At Closing, Donor shall deliver to Title Company an owner's affidavit in form reasonably acceptable to the Title Company and sufficient to permit the Title Company to delete the so-called "standard exceptions" from Donee's title policy.

(f) **No Warranty - Acceptance of the Property in its AS-IS Condition.** Donee shall have the right to undertake such physical and environmental inspections and assessments of the Property as Donee chooses in accordance with Paragraph 8 below and may terminate this Agreement if any inspection reveals any issue which cannot be resolved to Donee's satisfaction. If following such inspections Donee elects to proceed to close, Donee acknowledges that Donor makes no guarantee, representation, or warranty regarding the physical or environmental condition of the Property, and Donor expressly disclaims any and all obligation and liability to Donee regarding any defects or structural damage which presently exists on the Property. Donee hereby agrees to accept the Property in its **AS-IS-WHERE-IS, WITH ALL FAULTS** condition, and Donee assumes all risks associated with the physical and environmental condition of the Property, regardless of the cause or date of origin of such condition., and waives and releases all rights or claims against Donor and Donor's predecessors in title (collectively, the "Released Parties") relating to such condition or for any costs of remediation or cure of any physical or environmental condition. From and after the Closing and with respect to any occurrence, omission, or condition existing at or prior to the Closing, by accepting a donation of the Property, Donee for itself and on behalf of all successors and assigns, releases from and waives as against the Released Parties, all legal, equitable and other claims of damages, relief, loss or liability of every kind and nature for, or attributable to, any environmental, health and safety compliance, or environmental, health and safety condition relating to the Property or activities conducted thereon, known or unknown, foreseen and unforeseen, and with any law or regulation or agreement or any other claim or lawsuit under common law or any local, state or federal law, rule, ordinance or regulation relating to environmental, health or safety compliance, contamination or other environmental, health or safety matters, to the extent permitted by law. With respect to any occurrence, omission, or condition which arises after Closing, Donee and all of its successors and assigns, and all future owners and operators of the Property, shall be deemed to have assumed and taken responsibility for and shall defend, indemnify and hold Released Parties harmless from and against all losses, costs, claims, liabilities, expenses, reasonable attorneys' fees and costs, demands and obligations of every kind and nature, known and unknown, foreseen and unforeseen, attributable to the environmental, health and safety compliance and the environmental health, and safety condition of the Property

4. **Survey.** No later than thirty-five (35) days prior to Closing, Donor, at its expense, will have the Property replatted and will obtain a boundary survey of the Property, signed, and sealed by a Tennessee registered surveyor, certified to Donee, prepared according to state standards. The legal description drawn from any such survey shall serve as the legal description for the Property, as set forth in the Deed.

5. **Donor's Representations.** Donor represents as follows:

(a) To the best of Donor's knowledge, but without conducting an investigation, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property or any portion thereof, or pending or threatened against Donor, which could affect Donor's title to the Property or any portion thereof,

affect the value of the Property or any portion thereof, affect Donor's duties and obligations under this Agreement or subject an owner of the Property, or any portion thereof, to liability; and

(b) Donor has the legal power, right and authority to enter into this Agreement and to execute and deliver the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

6. **Donee's Representations and Warranties.** In addition to Donee's representations and warranties made elsewhere herein, Donee represents and warrants to Donor the following:

(a) Donee is accepting the Property solely in reliance on its own information and/or findings and not on any information, representation or warranty provided or to be provided by Donor, its officials, representatives, agents, employees, or assigns; and

(b) Neither Donor, nor its officials, representatives, agents, employees, or assigns have made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof.

(c) Environmental Responsibility: Donee shall comply in all material respects with all applicable regulations established by the Environmental Protection Agency and the Tennessee Department of Environment & Conservation. All chemical waste shall be disposed of at a licensed offsite waste disposal facility.

7. **Remedies upon Default.** In the event Donor defaults in the performance of any of Donor's obligations under this Agreement, Donee's remedy shall be either the right of specific performance against Donor, or the right to terminate this Agreement. In the event Donee defaults in the performance of any of its obligations under this Agreement, Donor shall have the right to any remedy provided in this Agreement or by law or equity.

8. **Right to Inspect the Property.** Donee, through its employees and agents, may enter upon the Property in order to conduct such survey, appraisal, environmental, physical, engineering, feasibility studies and other inspections and investigations (collectively, "Inspections") as Donee deems appropriate in an effort to determine whether or not to proceed with the Closing. Donee hereby agrees to indemnify Donor, its officials, officers, agents, and employees and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property, including civil rights actions, to any person or for any cause whatsoever caused wholly or in part by any act or omission of Donee, its agents, employees, invitees, contractors or assigns in connection with any Inspections being conducted upon the Property. Donee further agrees to defend, pay all costs of defense, including reasonable attorney's fees and court costs, and/or any judgment or cost for any claim or suit brought against Donor as a result of any claim brought against Donee, its agents, employees, invitees, contractors, or assignees as a result of Donee's temporary use of the Property for conducting any Inspections. This indemnification obligation shall survive the Closing and the delivery of the instruments of conveyance.

9. **Cooperation.** Donor and Donee will cooperate with each other in order to resolve any traffic, parking, trash removal or public safety issues which may arise in connection with the rehabilitation of the Facility.

10. **Risk of Loss.** In the event the Property is destroyed or damaged prior to Closing, such that the Property is, in the sole discretion of Donee, no longer suitable for Donee's

purposes, Donee shall have the right, exercisable by delivering written notice to Donor, to terminate this Agreement, and, except as may be provided expressly to the contrary herein, Donor and Donee shall have no further rights, obligations or duties under this Agreement.

11. **Performance and Operational Requirements; Right of Reversion; Repayment Amount.**

For purposes of this Agreement:

“Facility” means rehabilitation of the building located on the Property to contain at least 24 units for women and children experiencing homelessness.

“Force Majeure” means any of the following events that directly impact Donee’s ability to meet the Performance Requirements: flood, earthquake, storm, lightning, fire, or other Acts of God; sabotage or terrorism; a pandemic or other community health crisis.

“Permanent Supportive Housing” means operation of the Facility for the purpose of providing a Shelter for the women and children experiencing homelessness.

“Repayment Amount” means the amount of \$2,700,000, which amount represents the estimated value of the Property as of September 30, 2021.

“Reversion Right” means Donor’s right of reversion in the Property and all improvements and fixtures located thereon.

(a) **Performance Requirements.** As consideration for the donation of the Property, and other valuable consideration, Donee represents and warrants that it will (i) rehabilitate the Facility and obtain a Certificate of Occupancy for the Facility (the “Completion Requirement”); and (ii) expend the sum of not less than Two Million Six Hundred Thousand Dollars (\$2,600,000) in rehabilitation of the Property (the “Investment Requirement”) no later than five (5) years from the date of Closing (the “Completion Date”). The Completion Requirement and the Investment Requirement are collectively referred to herein as the “Performance Requirements.”

(b) **Operational Requirements.**

(i) As additional consideration for the donation of the Property, Donee represents and warrants that it will operate the Facility as Permanent Supporting Housing for a period of twenty (20) years from Closing.

(ii) As additional consideration for the donation of the Property, Donee shall adhere to the Donor’s commitment to the community as listed on **Exhibit “B”**.

(iii) Once the 20 year period following Closing has ended, the Operational Requirements shall be satisfied, and shall be of no further force or effect.

(c) **Force Majeure.** If an event of Force Majeure occurs during the rehabilitation of the Property, the parties will confer with each other and mutually decide on an extended Completion Date. Said extension shall be memorialized in writing between the parties.

(d) **Compliance with the Performance Requirements.** Donee shall be deemed to be in compliance with the Completion Requirement and the Investment Requirement if Donee has completed the Facility, obtained a Certificate of Occupancy, and expended the Investment Requirement by the Completion Date.

(e) **Failure to Comply with Performance and Operational Requirements; Cure of Default; Right of Reversion; Repayment Amount.**

(i) **Completion and Investment Requirements.** In the event that Donee fails to timely comply with the Completion and/or the Investment Requirements prior to the Completion Date, as such may be extended by Force Majeure, Donor shall give prior written notice to Donee of such failure, and Donee shall have a cure period of 180 days from its receipt of Donor's written notice, during which cure period Donee shall have the right to cure its non-compliance. If Donee fails to cure such noncompliance, Donor shall have the option of (i) exercising its Reversion Right in the Property and all improvements and fixtures located thereon; or (ii) requiring the Repayment Amount to be paid by Donee. If Donor elects to require the payment of the Repayment Amount, such amount shall be due and payable no later than 180 days after Donor's written notification of its election. In the event Donee fails to timely remit such payment, Donor shall exercise its Reversion Right in the Property, and the Property and all improvements and fixtures located thereon shall revert to Donor as of the date of such exercise of the Reversion Right.

(ii) **Operational Requirements.** If at any time during the 20 years during which the Operational Requirements apply, Donor believes Donee is failing to comply with any of the Operational Requirements set forth in Section 11(b), Donor shall give prior written notice to Donee of the specific allegations of such failure, and the parties will confer in good faith and make a mutually agreeable determination as to whether and when such noncompliance can be cured. If noncompliance is not curable or cured, the Donor may as its sole remedy exercise its Reversion Right in the Property and the Property and all improvements and fixtures located thereon shall revert to Donor as of the date of such exercise of the Reversion Right, with no remuneration to the Donee.

(iii) **Memorandum of Reversion Right.** If Donor elects to exercise its Right of Reversion in accordance with this Section 11, a memorandum declaring such reversion and executed by the Mayor shall be recorded in the Register's Office of Hamilton County, Tennessee and shall constitute conclusive evidence of such reversion; provided, however, that such memorandum shall also affirm compliance by Donor and Donee with the respective rights of notice and cure provisions of this Section 11. Donee shall cooperate with Donor by delivering a quitclaim deed and/or other evidence reasonably requested by Donor to give evidence of the completion of such reversion and the reversion of ownership to Donor.

(f) **Subordination.** Donor acknowledges and agrees that its Reversion Right described in this Section 11 shall be subject and subordinate to any construction loan or financing hereinafter obtained by Donee in order to rehabilitate the Property (the "**Construction Financing**") as described in this Agreement and any deed of trust or other security device

(collectively, “**Security Device**”) for a term not to exceed twenty-one (21) years, placed upon the Property relating to such Construction Financing. Donor further agrees to cooperate with Donee and to provide all information and sign any instruments reasonably acceptable to Donor that Donee or any lender may reasonably request with respect to such Construction Financing or Security Device, including, without limitation, the execution of a subordination agreement or other agreement of similar effect. Following the release of the Security Device, Donor’s Reversion Right shall be restored and shall no longer be subordinate to the Security Device.

The provisions of this Section 11 shall survive the Closing and shall be included in the Deed.

12. **Notices.** All notices pertaining to this Agreement shall be in writing, delivered to the parties hereto personally by hand, by United States mail, certified or registered, with return receipt requested, by telecopier (provided a confirmation copy is sent via another mode) or courier service at the addresses set forth below. All notices shall be deemed given when delivered or rejected. The parties may, by notice as provided above, designate a different address to which notice shall be given.

If to Donor:

City of Chattanooga
ATTN: Real Property Office
101 E. 11th Street, G-18
Chattanooga, TN 37402

With a copy to:

Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

If to Donee:

Grateful Gobbler
ATTN: The Maclellan Foundation
820 Broad Street, Suite 300
Chattanooga, TN 37402

With a copy to:

First Things First
ATTN: President/CEO
P.O. Box 391
Chattanooga, TN 37401

Any party may change its address for notices by giving written notice of such change to the other party in accordance with the terms of this paragraph.

13. **Prorations and Fees.** The Property is presently exempt from the payment of real property taxes as owned by a governmental entity, and it is anticipated that the Property will remain exempt once ownership is transferred to Donee, as Donee is a non-profit public charity exempt from property taxes under Tennessee law. If property taxes are assessed, Donee shall

be responsible for the payment of such taxes as of the date of Closing. Water quality fees assessed for the year 2026 (regardless of when due and payable) shall be prorated as of the Closing. Special assessments levied prior to the Closing shall be the responsibility of Donor. Any documentary tax or real property transfer tax arising out of the conveyance of the Property, the premium for the title insurance policy, and any other fees and charges shall be paid by Donee, unless this Agreement expressly provides such fee or charge will be paid by Donor. The provisions contained in this paragraph shall survive the Closing and shall not be merged into the Deed

14. **Broker Fees.** Each of Donor and Donee hereby represents and warrants to the other that, to the extent either has dealt with any real estate broker or agent in connection with this transaction (as applicable, a “Broker”), each party covenants and agrees to pay each party’s own respective Broker, where applicable, any fee or commission to which such Broker may be entitled in connection with the transaction contemplated by this Agreement.

15. **Time of the Essence.** Time is of the essence of this Agreement.

16. **Possession.** Possession of the Property shall be transferred to Donee at Closing.

17. **Binding on Successors; Assignment.** This Agreement shall be binding not only upon the parties hereto but also upon their personal representatives, assigns, and other successors in interest. Donee, with Donor’s prior written consent, which shall not be unreasonably withheld or delayed, may assign its rights under this Agreement to an affiliate prior to Closing, in which case Donee shall be released in full from all duties and obligations hereunder, provided Donee’s assignee agrees in writing to assume such duties and obligations.

18. **Additional Documents.** Donor and Donee agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

19. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Donor and Donee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

20. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

21. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at Closing shall survive the Closing.

22. **Headings; Rules of Construction.** The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

24. **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.

25. **Choice of Law.** The validity, construction, interpretation, and performance of this Agreement shall in all ways be governed and determined in accordance with the laws of the state of Tennessee.

26. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday, or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday, or legal holiday.

/SIGNATURE PAGE FOLLOWS/

IN WITNESS of the foregoing provisions, the Donor, by its duly authorized signatory, has executed this Agreement under seal as of the last date of signature, as reflected below.

DONOR:

CITY OF CHATTANOOGA

By: _____
RICHARD J. BEELAND
Administrator of Economic Development

IN WITNESS of the foregoing provisions, the Donee, by its duly authorized signatory, has executed this Agreement under seal as of the last date of signature, as reflected below.

DONEE:

By: _____

Name: _____

Title: _____

Exhibit “A”

(Legal Description of the Property)

Lot One (1), Airport Inn Subdivision, as shown by plat of record in Plat Book 128, Page 74, in the Register’s Office of Hamilton County, Tennessee.

Exhibit “B”

(Commitment to the Community)

Donor will work with Chattanooga Police Department (“CPD”) to develop an enforcement plan for the area around the Donated Property at 7725 Lee Highway in order to reduce incidents of violence or criminal violations. Donor will also work with CPD to increase the number of CPD officers assigned to the sector responsible for patrol of the Donated Property.

Donor and Donee will work with the Chattanooga Area Regional Transit Authority (“CARTA”) to provide transportation services including but not limited to the CARTA dial-a-ride service that will provide pick up and drop off service at the front door of the facility located at 7725 Lee Highway.

Additional Operational Requirements of Donee:

Donee shall conduct a criminal background check on each adult member of a household applying for placement at the permanent supportive housing at 7725 Lee Highway and use the results to determine eligibility.

Donee shall reject any application if someone in the household applying for placement has
a:

- 1) Conviction that subjects them to a lifetime registration requirement under a state sex offender registration program;
- 2) Conviction of manufacturing methamphetamine on federal property; or
- 3) Conviction of Serious Violent Felonies defined as:
 - a. Murder, Felony Murder
 - b. Armed Robbery
 - c. Kidnapping
 - d. Rape
 - e. Aggravated Child Molestation
 - f. Aggravated Sodomy
 - g. Aggravated Sexual Battery

Notwithstanding the foregoing, at all times the Donee shall operate the Permanent Supportive Housing facility in compliance with the Federal Fair Housing Act, as amended, and any applicable federal requirements or guidance from the Department of Housing and Urban Development or pertaining to Section 42 of the Internal Revenue Code.

Donee will ensure that all program participants participate in screening process in order to receive initial services from this Permanent Supportive Housing program. Donee will ensure that the appearance and operation of this Permanent Supportive Housing residence will be consistent with that of a conventional apartment complex.

Donor shall have the option to exercise all remedies as set forth in the Deed.

Donor shall establish a permanent no-camping buffer on any government owned property surrounding any Permanent Supportive Housing property owned by the City.

Donee shall provide 24 hour-per-day property security attendant at 7725 Lee Highway while there

are any Permanent Supportive Housing services offered. Donee will develop a security plan that includes but is not limited to the installation of cameras that shall be linked to the City of Chattanooga Real Time Intelligence Center.

Donor shall not provide any on-site registration for individuals seeking placement at the Permanent Supportive Housing facility located at 7725 Lee Highway.

Donee shall establish a Community Advisory Committee, to include leadership from local churches, neighborhood residents, and representatives from local schools within proximity of the Permanent Supportive Housing located at 7725 Lee Highway.

Donor will erect a fence along the back of the property to minimize the availability of encampments.