#### March 21, 2022 Commission Minutes

- Budget Changes- Resolution 1-3-22.
- Resolution 2-3-22 HCSO Service Weapon to be awarded upon retirement- amending Resolution 7-09-16.
- Litter and Trash collecting grant for Fiscal Year 2022-2023-Resolution 3-3-22.
- Delinquent Tax Properties Sale at a reduced price-Resolution 4-3-22.
- American Rescue Plan Act (ARPA) grant for broadband funding- Resolution 5-3-22.

### STATE OF TENNESSEE COUNTY OF HENRY...

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on March 21, 2022 at 5:00 p.m. Present and presiding the Honorable John Penn Ridgeway, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Josh Frey.

ITEM NO. 2 The invocation was led by Commissioner Don Jones.

ITEM NO. 3 The pledge to the flag was led by Sheriff Josh Frey.

#### ITEM NO. 4 Roll Call

The following Commissioners were present: Jerry Berry, Wesley Bradley, Dell Carter, Greg Carter, James Copeland, Randy Gean, Don Jones, Paul Neal, Monte Starks, James Travis, Marty Visser, David Webb and Drew Williams. Absent: Kenneth Humphreys and Kreg Kyle.

#### ROLL CALL

## COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Starks made a motion to approve the Consent Agenda, which consists of the following: Minutes of the meeting of February 22, 2022, various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report, Copy of letter from TN Comptroller's office acknowledging approval for the County to enter into a PBA Loan Agreement not to exceed \$4.5M for improvements to the HCMC facilities and the following Notary Public designations: Lynette Hays, Wayne R. Powers, Jr., Erica D. Taylor, Jacinta Lynnette Lassiter, Sonya Clayton, Jessica Andrews, Donna O. Milam, Evelyn J. Younger and Terri A. Pardon. Commissioner Neal seconded the motion.

ITEM NO. 5

| TILIVINO. 5        | I A DOWN IN | [ nn nc |        | T      |     |    |         |      |
|--------------------|-------------|---------|--------|--------|-----|----|---------|------|
|                    | ABSENT      | PRESENT | MOTION | SECOND | AYE | NO | ABSTAIN | PASS |
| BERRY, JERRY       |             |         |        |        |     |    |         |      |
| BRADLEY, WESLEY    |             |         |        |        |     |    |         |      |
| CARTER, DELL       |             |         |        |        |     |    |         |      |
| CARTER, GREG       |             |         |        |        |     |    |         |      |
| COPELAND, JAMES    |             |         |        |        |     |    |         |      |
| GEAN, RANDY        |             |         |        |        |     |    |         |      |
| HUMPHREYS, KENNETH | X           |         |        |        |     |    |         |      |
| JONES, DON         |             |         |        |        |     |    |         |      |
| KYLE, KREG         | X           |         |        |        |     |    |         |      |
| NEAL, PAUL         |             |         |        | X      |     |    |         |      |
| STARKS, MONTE      |             |         | X      |        |     |    |         |      |
| TRAVIS, JAMES      |             |         |        |        |     |    |         |      |
| VISSER, MARTY      |             |         |        |        |     |    |         |      |
| WEBB, DAVID        |             | -       |        |        |     |    |         |      |
| WILLIAMS, DREW     |             |         |        |        |     |    |         |      |
|                    |             |         |        |        |     |    | 1       |      |
|                    |             |         |        |        |     |    |         |      |
|                    |             |         |        |        |     |    |         |      |
| TOTAL              |             |         |        |        |     |    |         |      |
|                    |             |         |        |        |     |    |         |      |

VOICE VOTE CARRIED

DATE: 3-21-22



Jason E. Mumpower

Comptroller

February 17, 2022

Honorable John Penn Ridgeway, Mayor and Honorable Board of Commissioners Henry County P.O. Box 7 Paris, TN 38242

Dear Mayor Ridgeway and Board of Commissioners:

Thank you for your recent correspondence. We acknowledge receipt on February 7, 2022 of a request for approval for Henry County (the "County") to enter into a 25-year loan agreement with the Public Building Authority of the City of Clarksville, Tennessee (the "PBA") in an amount not to exceed \$4,500,000 (the "PBA Loan Agreement").

Included with the request letter were certified copies of Resolutions No. 2-12-21 and No. 3-12-2 hoth adopted on December 20, 2021, authorizing the County to enter into a PBA Loan Agreement to finance improvements to the Henry County Medical Center facilities, including but not limited to, a chiller replacement, roof replacements, parking lot expansions, the acquisition and installation of medical equipment for the Medical Center, including but not limited to, imaging equipment, patient equipment, and computer equipment, and renovations, improvements, and upgrades to various parts of the Medical Center (the "Project").

The County published a notice concerning the initial resolution on January 7, 2022, and no petition protesting the incurrence of the indebtedness was filed with officials according to the County's request letter.

Henry County
 February 17, 2022
 Page 2

#### **Balloon Indebtedness**

The PBA Loan Agreement is considered balloon indebtedness because it has a scheduled put option at the end of ten years. The City stated in its request letter that it intends to meet the requirements for the State Funding Board's Blanket Exemption for Approval adopted at its December 16, 2014, meeting (the "Blanket Exemption"). The language in Section 1(c) of the Resolution No. 3-12-21 dated December 20, 2021, contains the language necessary to meet the requirements of the Blanket Exemption. The County also indicated it will meet all the other requirements of the Blanket Exemption, as well, in connection with the loan.

#### Purpose, Terms, and Life

This Project is defined as a public works project in Tenn. Code Ann. § 9-21-105, and the County may enter into a loan agreement with a public building authority under the authority of Title 12, Chapter 10 of the Tennessee Code Annotated to finance such Project. The submitted certified resolution appears to meet the requirements for entering into such a loan agreement. The maximum term for the loan agreement authorized by the governing body is twenty-five years. The interest rate is fixed for the first ten years. However, the bond purchaser has the option, with not less than 180 days' notice, to put the bond to the PBA, or reset the interest rate at the end of ten years as described in the loan agreement; therefore, this is a variable rate loan since the interest rate may be reset after ten years.

#### Approval

This letter constitutes approval for the County to enter into the PBA Loan Agreement pursuant to Tenn. Code Ann. § 12-10-109. Our office has relied upon the County's determination of the cost of the public works project.

Please notify us if the County decides not to enter into the loan agreement.

#### Requirements After the Loan Has Been Executed

Our website contains specific compliance requirements your local government will be responsible for once the loan agreement has been executed: http://tncot.cc/debt.

Henry County February 17, 2022 Page 3

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Adam Tschida, at 615-747-5340 or Adam.Tschida@cot.tn.gov.

Very truly yours,

Betsy Knotts

Director of the Division of Local Government Finance

cc:

Mr. Bryan Burklin, CPA, Assistant Director, Local Government Audit

Ms. Linda Mooningham, Tennessee Municipal Bond Fund

BK:at

#### ROLL CALL

## COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Jones made a motion to approve Resolution 1-3-22, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2021-2022. The motion was seconded by Commissioner Greg Carter.

ITEM NO. 6

| TIEM NO. 6         | I A DOMEST |         | 1      | Tamasse | 1   | 270 |         |      |
|--------------------|------------|---------|--------|---------|-----|-----|---------|------|
|                    | ABŞENT     | PRESENT | MOTION | SECOND  | AYE | NO  | ABSTAIN | PASS |
| BERRY, JERRY       |            |         |        |         | X   |     |         |      |
| BRADLEY, WESLEY    |            |         |        |         | X   | •   |         |      |
| CARTER, DELL       |            |         |        |         | X   |     |         |      |
| CARTER, GREG       |            |         |        | X       | X   |     |         |      |
| COPELAND, JAMES    |            |         |        |         | X   |     |         |      |
| GEAN, RANDY        |            |         |        |         | X   |     |         |      |
| HUMPHREYS, KENNETH | X          |         |        |         | 2   |     |         |      |
| JONES, DON         |            |         | X      |         | X   |     |         |      |
| KYLE, KREG         | X          |         |        |         |     |     |         |      |
| NEAL, PAUL         |            |         |        |         | X   |     | 51      |      |
| STARKS, MONTE      |            |         |        |         | X   | ,   |         |      |
| TRAVIS, JAMES      |            |         |        |         | X   |     |         |      |
| VISSER, MARTY      |            |         |        |         | X   |     |         |      |
| WEBB, DAVID        |            |         |        |         | X   |     |         |      |
| WILLIAMS, DREW     |            |         |        |         | X   |     |         |      |
|                    |            |         |        |         |     |     |         |      |
| TOTAL              | 2          |         |        |         | 13  | .,  |         |      |
|                    |            | -       |        |         |     |     |         |      |

MOTION CARRIED

DATE: 3-21-22

#### **RESOLUTION #1-3-22**

# A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2021-2022

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2021, adopted the budget for the Henry County General Fund for fiscal 2021-2022; and,

WHEREAS, the said Board of County Commissioners of Henry County,
Tennessee must authorize and approve any and all changes and amendments of the
said budget of the Henry County General Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County General Fund will be insufficient in certain line items with funds being available for transfer; and,

WHEREAS, it is necessary and appropriate that the said budget of the Henry County General Fund be amended to provide additional funds for certain line items.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 21<sup>st</sup> day of March 2022, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

#### **COUNTY CLERK**

INCREASE ACCOUNT 52500-355, entitled "Travel," in the amount of \$940.51

DECREASE ACCOUNT 52500-317, entitled "Data Processing Services," in the amount of \$69.23

DECREASE ACCOUNT 52500-320, entitled "Dues and Memberships," in the amount of \$142.00

DECREASE ACCOUNT 52500-599, entitled "Other Charges," in the amount of \$529.28

DECREASE ACCOUNT 52500-435, entitled "Office Supplies," in the amount of \$200.00

INCREASE ACCOUNT 52500-348, entitled "Postage," in the amount of \$1,000.00

DECREASE ACCOUNT 52500-337, entitled "Maintenance & Repair – Office Equipment," in the amount of \$1,000.00

INCREASE ACCOUNT 52500-169, entitled "Part-time Personnel," in the amount of \$4,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$4,000.00

Please see memos from Donna Craig regarding these transfers

#### SHERIFF'S OFFICE

INCREASE ACCOUNT 54210-422, entitled "Food Supplies," in the amount of \$20,000.00

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$3,000.00

INCREASE ACCOUNT 54110-338, entitled "Maintenance & Repair 0 Vehicles," in the amount of \$3,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$20,000.00

Please see memo from Josh Frey regarding this transfer.

#### **MISCELLANEOUS**

INCREASE REVENUE ACCOUNT 47990, entitled "Other Direct Federal Revenue," in the amount of \$100,000.00

INCREASE ACCOUNT 58900-599, entitled "Other Charges," in the amount of \$100,000.00

This transfer is to add the expense for cleanup for the 2021 December tornado that was declared a federal disaster. We will get reimbursed from FEMA for these expenses.

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 3.2.22

JOHN PENN RIDGEWAY, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG

APPROVED 3.21.22

JOHN PENN RIDGEWA

**COUNTY MAYOR** 

#### **ROLL CALL**

## COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Webb made a motion to approve Resolution 2-3-22, to amend previous Resolution 7-09-16, which authorized the Henry County Sheriff or his designee, to award an officer his/her service weapon upon retirement. Commissioner Greg Carter seconded the motion.

ITEM NO. 7

| TIEM NO. /         |        |         |        | т      |     |    |         |      |
|--------------------|--------|---------|--------|--------|-----|----|---------|------|
|                    | ABSENT | PRESENT | MOTION | SECOND | AYE | NO | ABSTAIN | PASS |
| BERRY, JERRY       |        |         |        |        | X   |    |         |      |
| BRADLEY, WESLEY    |        |         |        |        | X   |    |         |      |
| CARTER, DELL       |        |         |        |        | X   |    |         |      |
| CARTER, GREG       |        |         |        | X      | X   |    |         |      |
| COPELAND, JAMES    |        |         |        |        | X   |    |         |      |
| GEAN, RANDY        |        |         |        |        | X   |    |         |      |
| HUMPHREYS, KENNETH | X      |         |        |        |     |    |         |      |
| JONES, DON         |        |         |        |        | X   |    |         |      |
| KYLE, KREG         | X      |         |        |        |     |    |         |      |
| NEAL, PAUL         |        |         |        |        | X   |    |         |      |
| STARKS, MONTE      |        |         |        |        | X   |    |         |      |
| TRAVIS, JAMES      |        |         |        |        | X   |    |         |      |
| VISSER, MARTY      |        |         |        |        | X   |    |         |      |
| WEBB, DAVID        |        |         | X      |        | X   |    |         |      |
| WILLIAMS, DREW     |        |         |        |        | X   |    |         |      |
|                    |        |         |        |        |     |    |         |      |
| TOTAL              | 2      |         |        |        | 13  |    |         |      |
|                    |        |         |        |        |     |    |         |      |

**MOTION CARRIED** 

DATE: 3-21-22

#### **RESOLUTION NO. 2-3-22**

# A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AMEND PREVIOUS RESOLTUION #7-09-16 WHICH AUTHORIZED THE HENRY COUNTY SHERIFF OR HIS DESIGNEE, TO AWARD AN OFFICER HIS/HER SERVICE WEAPON UPON RETIREMENT

WHEREAS, an act to amend Tennessee Code Annotated, Title 8, Chapter 8, Part 2, relative to retired deputy sheriffs, was enacted by the 109<sup>th</sup> session of the Tennessee General Assembly; and

**WHEREAS,** Tennessee Code Annotated, Title 8, Chapter 8, Part 2, was amended by adding the following as a new section:

a) Upon completion of a minimum of 20 years of honorable service and upon retirement from the Henry County Sheriff's Department by a full-time sheriff or deputy sheriff, these individuals may retain the sheriff's or deputy sheriff's service weapon in recognition of many years of good and faithful service. A sheriff or deputy sheriff who retires on disability retirement may also retain the service weapon, if they have served a minimum of 20 years with the Henry County Sheriff's Department; and

WHEREAS, it is the desire of the Board of Commissioners of Henry County, Tennessee to recognize the brave men and women of the Henry County Sheriff's Office for their service, sacrifice and dedication. Through their service, all citizens of Henry County and all those who pass through are assured the protection of their lives and property. These acts are the backbone that continues to make our county, Henry County, a blessed place to live.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 21<sup>st</sup> day of March, 2022, that the Henry County Sheriff or his designee is authorized to act in accordance with TCA, Title 8, Chapter 8, Part 2.

**BE IT FURTHER RESOLVED,** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 3.31.33

OHN PENN RIDGEWAY, CHAIRMAN

DONNA CRAIG COUNTY CLERK

APPROVED 3.21.22

JOHN RENN RIDGEWAY

HENRY COUNTY MAYOR

00 242

#### **ROLL CALL**

## COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Travis made a motion to approve Resolution 3-3-22, to authorize submission of an application for a litter and trash collecting grant for Fiscal Year 2022-2023 from the Tennessee Department of Transportation and authorizing the acceptance of said grant. The motion was seconded by Commissioner Starks.

ITEM NO. 8

| TIEM NO. 8         |        |         |        |        |     |    |         |      |
|--------------------|--------|---------|--------|--------|-----|----|---------|------|
|                    | ABSENT | PRESENT | MOTION | SECOND | AYE | NO | ABSTAIN | PASS |
| BERRY, JERRY       |        |         |        |        | X   |    |         |      |
| BRADLEY, WESLEY    |        |         |        |        | X   |    |         |      |
| CARTER, DELL       |        |         |        |        | X   |    |         |      |
| CARTER, GREG       |        |         |        |        | X   |    |         |      |
| COPELAND, JAMES    |        |         |        |        | X   |    |         |      |
| GEAN, RANDY        |        |         |        |        | X   |    |         |      |
| HUMPHREYS, KENNETH | X      |         |        |        |     |    |         |      |
| JONES, DON         |        |         |        |        | X   |    |         |      |
| KYLE, KREG         | X      |         |        |        |     |    |         |      |
| NEAL, PAUL         |        |         |        |        | X   |    |         |      |
| STARKS, MONTE      |        |         |        | X      | X   |    |         |      |
| TRAVIS, JAMES      |        |         | X      |        | X   |    |         |      |
| VISSER, MARTY      |        |         |        |        | X   |    |         |      |
| WEBB, DAVID        |        |         |        |        | X   |    |         |      |
| WILLIAMS, DREW     |        |         |        |        | X   |    |         |      |
|                    |        |         |        |        |     |    |         |      |
|                    |        |         |        |        |     |    |         |      |
| TOTAL              | 2      |         |        |        | 13  |    |         |      |
|                    |        |         |        |        |     |    |         |      |
|                    |        |         |        |        |     |    |         |      |

MOTION CARRIED

DATE: 3-21-22

#### **RESOLUTION NO. 3-3-22**

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FY 2022-2023 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT

WHEREAS, the Henry County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation; and

WHEREAS, the contract for the Grant for FY 2022-2023 will impose certain legal obligations upon Henry County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 21<sup>st</sup> day of March, 2022, a majority or more of the membership concurring,

- 1. That the County Mayor is hereby authorized to apply on behalf of Henry County for a Litter and Trash Collecting Grant for FY 2022-2023 from the Tennessee Department of Transportation.
- 2. That should said application be approved by the Tennessee Department of Transportation, then the County Mayor of Henry County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Henry County.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 3.21.22

JOHN PENN RIDGEWAY, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED 3.21.22

JOHN PENN RIDGEWAY

HENRY COUNTY MAYOR

#### ROLL CALL COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Jones made a motion to approve Resolution 4-3-22, to authorize the sale of delinquent tax properties at a reduced price. Commissioner Bradley seconded the motion.

ITEM NO. 9

| TIEM NO. 9         | 7      | T       | Υ      |        | r   |    |         |      |
|--------------------|--------|---------|--------|--------|-----|----|---------|------|
|                    | ABSENT | PRESENT | MOTION | SECOND | AYE | NO | ABSTAIN | PASS |
| BERRY, JERRY       |        |         |        |        | X   |    |         |      |
| BRADLEY, WESLEY    |        |         |        | X      | X   |    |         |      |
| CARTER, DELL       |        |         |        |        | X   |    |         |      |
| CARTER, GREG       |        |         |        |        | X   |    |         |      |
| COPELAND, JAMES    |        |         |        |        | X   |    |         |      |
| GEAN, RANDY        |        |         |        |        | X   |    |         |      |
| HUMPHREYS, KENNETH | X      |         |        |        |     |    |         |      |
| JONES, DON         |        |         | X      |        | X   |    |         |      |
| KYLE, KREG         | X      |         |        |        |     |    |         |      |
| NEAL, PAUL         |        |         |        |        | X   |    |         |      |
| STARKS, MONTE      |        |         |        |        | X   |    |         |      |
| TRAVIS, JAMES      |        |         |        |        | X   |    |         |      |
| VISSER, MARTY      |        |         |        |        | X   |    |         |      |
| WEBB, DAVID        |        |         |        |        | X   |    |         |      |
| WILLIAMS, DREW     |        |         |        |        | X   |    |         |      |
|                    |        |         |        |        |     |    |         |      |
|                    |        |         |        |        |     |    |         |      |
| TOTAL              |        |         | 5.0    |        | 10  |    |         |      |
| TOTAL              | 2      |         |        |        | 13  |    |         |      |
|                    |        |         |        |        |     |    |         |      |

MOTION CARRIED

DATE: 3-21-22

#### **RESOLUTION #4-3-22**

## A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO AUTHORIZE THE SALE OF DELINQUENT TAX PROPERTIES AT A REDUCED PRICE

WHEREAS, Henry County acquires ownership of parcels which were the subject of the annual delinquent tax collection suits when no other bidder bids on a parcel at the Delinquent Tax Sale; and

WHEREAS, Tennessee law allows the Delinquent Tax Committee and County Mayor to place a fair resale price on each parcel of land purchased by the County at a delinquent tax sale, and said committee may authorize the sale of any tract of land upon such terms as will secure the highest and best sale price; and

WHEREAS, Tennessee law requires that no parcel of land purchased by the County at a delinquent tax sale shall be resold for an amount less than the total amount of the taxes, penalty, cost and interest accrued against such parcel, unless the legislative body determines that it is impossible to sell the parcel of land for such amount and grants permission to offer the land for sale at some amount to be fixed by such legislative body; and

WHEREAS, it appears that the delinquent tax parcels described below are impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcels;

- Church Street 328, Map 095P, Group E, Control Map 095P, Parcel 031.00.
   Offer by <u>Dan Hassell</u> for \$500.00 plus closing costs.
- 2. Elmore Street, Map 105D, Group F, Control Map 105D, Parcel 014.00. Offer by Freddie Freeman, \$1,000.00 plus closing costs.
- 3. Elmore Street, Map 105D, Group F, Control Map 105D, Parcel 015.00. Offer by Freddie Freeman, \$500.00 plus closing costs.
- 4. Elmore Street 717, Map 105D, Group F, Control Map 105D, Parcel 023.01. Offer by Freddie Freeman, for \$500.00 plus closing costs.
- 5. Rison Street, Map 095P, Group A, Control Map 095P, Parcel 014.00.

  Offer by Edith Gardner, for \$700.00 plus closing costs.
- Whiskey Ridge Rd, Map 116, Control Map 116, Parcel 004.01.
   Offer by <u>Jeffrey B. Ashby</u>, for \$500.00 plus closing costs.
- 7. McCampbell Street, Map 095I, Group H, Control Map 095I, Parcel 006.00.

  Offer by Amy P. Tharpe, for \$500.00 plus closing costs.
- 8. McCampbell Street 724, Map 095I, Group H, Control Map 095I, Parcel 004.00. Offer by Amy P. Tharpe, for \$500.00 plus closing costs.

- Depot Street 1108, Map 096M, Group G, Control Map 096M, Parcel 9. 009.00. Offer by Khris Dumas, for \$500.00 plus closing costs.
- Depot Street 1108, Map 096M, Group G, Control Map 096M, Parcel 10. 008.00. Offer by Khris Dumas, for \$500.00 plus closing costs.

WHEREAS, it is in the interest of the citizens of Henry County that said delinquent tax parcels be resold, if possible, not only for purposes of generating revenue through their sale, but also for purposes of eliminating Henry County's liability and maintenance costs associated with said parcels and also so that the parcels are put back to taxable use: and

WHEREAS, the individuals named above have made offers for quitclaim deeds to said delinquent tax parcels;

WHEREAS, after investigation of said delinquent tax parcels, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept minimum offers as listed above, subject to publication of the offers and the opportunity for any other interested party to raise to the offers as prescribed by law; and

WHEREAS, the Delinquent Tax Committee and County Mayor have approved the terms and conditions of sale recommended by the Henry County Attorney pertaining to offers for a quitclaim deed to the delinquent tax parcels described above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 21st day of March, 2022, a majority or more of the membership concurring that these delinquent tax parcels cannot be sold for the accumulated total of taxes, interest, penalties and costs against them; therefore, pursuant to TENN. CODE ANN. § 67-5-2507, the County Mayor is authorized to accept an offer for a quitclaim deed to said parcels in consideration of minimum offers subject to publication of the offer and the opportunity for any other interested party to raise to the offer as prescribed by law.

BE IT FINALLY RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 3.21.29

HENRY COUNTY COMMISSION

**DONNA CRAIG** 

APPROVED3.21.20

HENRY COUNTY MAYOR

00 247

#### Offer for Quitclaim of Delinquent Tax Real Estate

| The undersigned ("Offeror"), hereby offers the sum of \$500.00 * on the following terms and  |
|--|
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which   |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in   |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:   |
| Map 95P, Group & Control Map 371,00 Parcel 915 PE 31.00 ("Real Estate")  |
| Name as it is to appear on Quitclaim Deed: 1955e.  |
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.) |

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay

closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

| Offer made on this the day of 20, 202   | 4, by:  |
|---|---|
| Offeror ( )   |   |
| Sign Name on Hangel   | Print Name Day Hassell  |
| Print Address Dan Hasse //  | Print Phone 731-336-3616  |
| STATE OF TENNESSEE. COUNTY OF HENRY   |   |
| Personally appeared before me, a notary public in and for behalf of himself and as an agent of any persons or entities and executed this offer with the intent to legally bind all of On this the 15 day of 1, 202 1.  Notary Public My commission expires: 10 24 20 23 | the above-stated county and state, the above-named Offeror, on sidentified above is "Name as it is to appear on Quitclaim Deed" them.  [Affix Seal STATE OF TENNESSE! |
|   | 7///////////  |

State of Tennessee Comptroller of the Treasury
Real Estate Assessment Data

County Number: 040

County Name: HENRY

Tax Year: 2022

#### **Property Owner and Mailing Address**

Jan 1 Owner: HENRY CO TN

PARIS, TN 38242

#### **Property Location**

Address: CHURCH ST 328

Map: 095P Grp: E Ctrl Map: 095P Parcel: 031.00

PI:

S/I: 000

#### Value Information

Reappraisal Year: 2020

Land Mkt Value:

\$2,300

Improvement Value:

Total Market Appraisal: \$2,300

Assessment %:

0

Assessment:

\$0

#### General Information

Class:

01 - COUNTY

City #:

566 City:

0

PARIS

SSD1:

567 SSD2:

000

District:

01 Mkt Area: P07 0

# Bldgs: Utilities - Water / Sewer:

12 - NONE / NONE

Utilities - Electricity:

# Mobile Homes:

Utilities - Gas / Gas Type:

00 - NONE Zoning:

00 - NONE

**Subdivision Data** 

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

#### **Additional Description**

#### **Building Information**

#### **Extra Features**

#### Sale Information

| Sale Date  | Price   | Book | Page | Vac/Imp  | Type Instrument | Qualification |
|------------|---------|------|------|----------|-----------------|---------------|
| 06/28/2016 |         | 446  | 788  |          | CO              |               |
| 11/30/1987 | \$4,000 | 196  | 832  | IMPROVED | WD              | L             |
| 04/19/1983 | \$0     | 173  | 145  |          |                 |               |

#### Offer for Quitclaim of Delinquent Tax Real Estate

| The undersigned ("Offeror"), hereby offers the sum of \$ 1000 on the following terms and  |
|---|
|   |
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which  |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in  |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:  |
| Map 105 D , Group F , Control Map Parcel 14.00 , S/I ("Real Estate"  Name as it is to appear on Quitclaim Deed. 110101  |
| Name as it is to appear on Quitclaim Deed. Tuddie Fluidi  |
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.) |
|   |

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate.

THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### **Exceptions in Quitclaim Deed**

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offeror
Sign Name

Wall

Print Name

Print Name

Print Phone

STATE OF TENNESSEE

COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stateth county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified allows as "Name is it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

On this the I day of Dec., 2021

Affix See I Delice

Notary Public

My commission expires: 10 24 2023



2/7/22, 10:34 AM

Parcel Detail

State of Tennessee Comptroller of the Treasury
Real Estate Assessment Data

County Number: 040

County Name: HENRY

Tax Year: 2022

#### **Property Owner and Mailing Address**

Jan 1 Owner: HENRY CO TN

PARIS, TN 38242

#### **Property Location**

Address: ELMORE ST

Map: 105D Grp: F

Ctrl Map: 105D

Parcel: 014.00

S/I: 000

\$1,09083

#### Value Information

Reappraisal Year: 2020

Land Mkt Value:

\$300

Improvement Value:

\$0

Assessment %:

Total Market Appraisal: \$300

Assessment:

\$0

#### **General Information**

Class:

01 - COUNTY

City #:

566 City:

PARIS

SSD1:

567 SSD2:

000

District:

01 Mkt Area: 0 # Mobile Homes:

Utilities - Electricity:

P05 0

# Bldgs: Utilities - Water / Sewer:

12 - NONE / NONE

01 - PUBLIC

Utilities - Gas / Gas Type:

00 - NONE Zoning:

#### **Subdivision Data**

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

#### **Additional Description**

#### **Building Information**

#### **Extra Features**

#### Sale Information

Sale Date 06/28/2016 Price

Book 446 Page 788 Vac/Imp

Type Instrument

Qualification

#### Offer for Quitclaim of Delinquent Tax Real Estate

| * In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.                          |
|--|
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.) |
| Name as it is to appear on Quitclaim Deed. Fleddie Fleemat 1   |
| Map 105 D , Group F , Control Map Parcel 15.00 , S/I ("Real Estate")  Name as it is to appear on Quitclaim Deed.   |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:   |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in   |
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which   |
| The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and  |

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### **Exceptions in Quitclaim Deed**

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

#### Other Terms and Conditions

Offeror

Notary Public

My commission expires: 10

Offer made on this the \(\sqrt{1}\) day of \(\sqrt{1}\), 202\(\sqrt{1}\), by:

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Print Name Total Print Phone 131-234-3043

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them CAG"

On this the day of Decay 2021

CK# NO.: COS M AMOUNT: \$506 DATE: 12/17/21 2/7/22, 12:59 PM Parcel Detail

State of Tennessee Comptroller of the Treasury
Real Estate Assessment Data

Home About New Search Between In List

County Number: 040 County Name: HENRY Tax Year: 2022

#### **Property Owner and Mailing Address**

Jan 1 Owner: HENRY CO TN

#### **Property Location**

Address: ELMORE ST

Map: 105D Grp: F Ctrl Map: 105D Parcel: 015.00 Pl: S/I: 000

#### Value Information

Reappraisal Year: 2020

 Land Mkt Value:
 \$1,600

 Improvement Value:
 \$0

 Total Market Appraisal:
 \$1,600

 Assessment %:
 0

 Assessment:
 \$0

\$1,75378

#### **General Information**

 Class:
 01 - COUNTY

 City #:
 566
 City:
 PARIS

 SSD1:
 567
 SSD2:
 000

 District:
 01
 Mkt Area:
 P05

 # Bidgs:
 0
 # Mobile Homes:
 0

Utilities - Water / Sewer: 01 - PUBLIC / PUBLIC Utilities - Electricity: 01 - PUBLIC 01 - PUBLIC

Utilities - Gas / Gas Type: 00 - NONE Zoning:

#### **Subdivision Data**

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

#### **Additional Description**

#### **Building Information**

#### Extra Features

#### Sale Information

| Sale Date  | Price   | Book | Page | Vac/Imp  | Type Instrument | Qualification |
|------------|---------|------|------|----------|-----------------|---------------|
| 06/28/2016 |         | 446  | 788  |          | CO              |               |
| 04/26/1990 | \$2,500 | 210  | 136  | IMPROVED | WD              | G             |
| 09/25/1987 | \$5,000 | 196  | 445  | IMPROVED | QD              | L             |

#### Offer for Quitclaim of Delinquent Tax Real Estate

| CO   |
|--|
| The undersigned ("Offeror"), hereby offers the sum of \$500 *on the following terms and  |
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which   |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in   |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:   |
| Map 105D, Group F Control Map Parcel 33.01, S/I ("Real Estate")  Name as it is to appear on Quitclaim Deed Telde Tree No. 1  |
| Name as it is to appear on Quitclaim Deed Fled de Free Mich  |
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)   |
| The state of the s |

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
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- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
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#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### **Exceptions in Quitclaim Deed**

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rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

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- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offeror

Sign Name Leddie Luc 11(01)

Print Name Freddie Fredlic Fredl

Del- , 2021, by:

COUNTY OF HENRY

Offer made on this the 17

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

and the day of 2021

Notary Public
My commission expires:

0/24/2023

CK# NO.: COS N AMOUNT: 7500 DATE: 17 17 121 State of Tennessee ( Comptroller of the Treasury **Real Estate Assessment Data** 

County Number: 040

County Name: HENRY

Tax Year: 2022

#### **Property Owner and Mailing Address**

HENRY COUNTY TENNESSEE (GOVERNMENT OF) ATTN: COUNTY MAYOR 101 E WASHINGTON ST PARIS, TN 38242

#### **Property Location**

Address: ELMORE ST 717

Map: 105D Grp: F Ctrl Map: 105D Parcel: 023.01 Pl: S/I: 000

#### Value Information

Reappraisal Year: 2020

\$1,500 Land Mkt Value: Improvement Value: \$0 Total Market Appraisal: \$1,500

Assessment %: Assessment:

\$3,51144

#### General Information

Class:

01 - COUNTY

City #: SSD1:

566 City: 567 SSD2; 01 Mkt Area: PARIS 000

District: # Bldgs:

0 # Mobile Homes:

P05 0

Utilities - Water / Sewer:

01 - PUBLIC / PUBLIC Utilities - Electricity:

01 - PUBLIC

Utilities - Gas / Gas Type:

01 - PUBLIC - NATURAL GAS Zoning:

#### **Subdivision Data**

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

#### **Additional Description**

#### **Building Information**

#### **Extra Features**

#### Sale Information

| Sale Date  | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-------|------|------|---------|-----------------|---------------|
| 11/28/2017 |       | 479  | 365  |         | CO              |               |
| 03/04/2002 | \$0   | 68   | 718  |         |                 |               |
| 12/09/1994 | \$0   | 236  | 628  |         |                 |               |

#### Offer for Quitclaim of Delinquent Tax Real Estate

| The undersigned ("Offeror"), hereby offers the sum of \$ 100, * on the following terms and   |  |  |  |  |  |
|--|--|--|--|--|--|
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which   |  |  |  |  |  |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in   |  |  |  |  |  |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at;   |  |  |  |  |  |
| Map OFFP, Group A, Control Map OFFP, Parcel O14.00, S/I O ("Real Estate")  |  |  |  |  |  |
| Name as it is to appear on Quitclaim Deed: 50 1/4 A. Goodhan   |  |  |  |  |  |
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.) |  |  |  |  |  |

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offerce and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offerec. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

DRCPM Dell 202 by: Offer made on this the day of Offeror Sign Name Print Name & the R Garage Print Address\_ Print Phone 731- 331-265 STATE OF TENNESSEE COUNTY OF HENRY Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them ACE D. and executed this offer with the intent to legally bind all of them Seal Don this the day of RCC 202 OF TENNESSEE Notary Public NOTARY PUBLIC My commission expires:

PADAMOUNT: 15 W

12/17/21, 3:21 PM

Parcel Detail

State of Tennessee Comptroller of the Treasury **Real Estate Assessment Data** 

County Number: 040

County Name: HENRY

Tax Year: 2022

#### **Property Owner and Mailing Address**

HENRY CO TN

PARIS, TN 38242

#### **Property Location**

Address: RISON ST

Map: 095P Grp: A Ctrl Map: 095P

Parcel: 014.00

PI:

S/I: 000

\$1,37503

#### Value Information

Reappraisal Year: 2020

Land Mkt Value:

\$2,000

Improvement Value:

Total Market Appraisal: \$2,000

Assessment %:

Assessment:

0

#### **General Information**

Class:

01 - COUNTY

City #: SSD1:

566 City: 567 SSD2: **PARIS** 000

District: # Bldgs:

01 Mkt Area: 0 # Mobile Homes: P07 0

Utilities - Water / Sewer:

01 - PUBLIC / PUBLIC Utilities - Electricity:

01 - PUBLIC

Utilities - Gas / Gas Type:

00 - NONE Zoning:

#### **Subdivision Data**

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

#### **Additional Description**

#### **Building Information**

#### **Extra Features**

#### Sale Information

| Sale Date  | Price | Book | Page | Vac/Imp         | Type Instrument | Qualification |
|------------|-------|------|------|-----------------|-----------------|---------------|
| 06/28/2016 |       | 446  | 788  |                 | CO              |               |
| 07/19/1990 | \$1   | 211  | 561  | <b>IMPROVED</b> | WD              | G             |

#### Offer for Quitclaim of Delinquent Tax Real Estate

| The undersigned ("Offeror"), hereby offers the sum of \$ 300,00 * on the following terms and   |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which   |  |  |  |  |  |  |  |  |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in   |  |  |  |  |  |  |  |  |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:   |  |  |  |  |  |  |  |  |
| Map, Group, Control Map, ParcelO, S/I ("Real Estate")  |  |  |  |  |  |  |  |  |
| Name as it is to appear on Quitclaim Deed: Jeffrey B. Ashby  |  |  |  |  |  |  |  |  |
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.) |  |  |  |  |  |  |  |  |
| * In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.                          |  |  |  |  |  |  |  |  |

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages
  incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County
  for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.

PAID AMOUNT: \$5000 (18).
DATE: 17 (23) 2020

rev. 21-02-03

## State of Tennessee Comptroller of the Treasury Real Estate Assessment Data

New Search Return to List Home About

County Number: 040

County Name: HENRY

Tax Year: 2022

#### **Property Owner and Mailing Address**

HENRY CO TN

PARIS, TN 38242

#### **Property Location**

Address: WHISKEY RIDGE RD

Map: 116 Grp:

Ctrl Map: 116 Parcel: 004.01 Pl:

S/I: 000

\$1,33134

#### Value Information

Reappraisal Year: 2020

Land Mkt Value: \$2,400 SO Improvement Value: Total Market Appraisal: \$2,400 0 Assessment %:

Assessment:

#### General Information

Class: 01 - COUNTY

SO

City #: City: 566 **PARIS** SSD1: 567 SSD2: 000 District: 01 Mkt Area: P16

# Bldgs: # Mobile Homes:

Utilities - Water / Sewer: Utilities - Electricity: 00 - NONE 12 - NONE / NONE

Utilities - Gas / Gas Type: 00 - NONE Zoning:

#### **Subdivision Data**

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

#### **Additional Description**

#### **Building Information**

#### **Extra Features**

#### Sale Information

1 of 2

1/3/2022, 11:48 AM

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

"minnin

PAD AMOUNT: \$5E000 (B)
DATE: 12/17/2021

12/17/21, 9:37 AM

## State of Tennessee Comptroller of the Treasury Real Estate Assessment Data

County Number: 040

County Name: HENRY

Tax Year: 2022

#### **Property Owner and Mailing Address**

HENRY CO TN

PARIS, TN 38242

#### **Property Location**

Address: MCCAMPBELL ST

Map: 0951 Grp: H Ctrl Map: 0951 Parcel: 006.00 PI: S/I: 000

#### Value Information

Reappraisal Year: 2020

\$2,200 Land Mkt Value: Improvement Value: \$0 Total Market Appraisal: \$2,200 Assessment %:

\$1,41819

## Assessment: **General Information**

District:

# Bldgs:

01 - COUNTY

City #: SSD1:

566 City: 567 SSD2: 01 Mkt Area:

000 P07

PARIS

Utilities - Water / Sewer:

01 - PUBLIC / PUBLIC Utilities - Electricity:

0 # Mobile Homes:

Vac/Imp

Type Instrument

0 01 - PUBLIC

Utilities - Gas / Gas Type:

01 - PUBLIC - NATURAL GAS Zoning:

## **Subdivision Data**

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

## **Additional Description**

# **Building Information**

**Extra Features** 

Sale Information Sale Date

06/28/2016

10/24/1977

Price Book Page 446 788 753

\*In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay

closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

## Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
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#### Disclaimer of Representations and Warranties

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rev. 21-02-03

#### Other Terms and Conditions

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- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
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- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

day of <u>December</u>, 202 1, by: Offer made on this the 11 Offeror Sign Name Print Address 900 STATE OF TENNESSEE COUNTY OF HENRY Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them. STATE Affix Sedtennessee NOTARY PUBLIC Votary Public My commission expires:

PA DAMOUNT: \$50500 (Q)

DATE: 12/17/2021

12/17/21, 9:37 AM

# State of Tennessee Comptroller of the Treasury Real Estate Assessment Data

County Number: 040

County Name: HENRY

Tax Year: 2022

## **Property Owner and Mailing Address**

Jan 1 Owner: HENRY COUNTY

PARIS, TN 38242

## **Property Location**

Address: MCCAMPBELL ST 724

Map: 0951 Grp: H Ctrl Map: 0951 Parcel: 004.00

PI:

S/I: 000

\$1,095-98

#### Value Information

Reappraisal Year: 2020

Land Mkt Value:

\$2,000

Improvement Value:

Total Market Appraisal: \$2,000

Assessment %:

0

Assessment:

## **General Information**

Class:

01 - COUNTY

City #:

566 City:

PARIS

SSD1:

000

District:

567 SSD2:

P07

# Bldgs:

01 Mkt Area: 0 # Mobile Homes:

Utilities - Water / Sewer:

01 - PUBLIC / PUBLIC Utilities - Electricity:

01 - PUBLIC

Utilities - Gas / Gas Type:

01 - PUBLIC - NATURAL GAS Zoning:

## **Subdivision Data**

Subdivision: LOT 0001 Plat Bk:

Plat Pg:

Block:

Lot: 0001

## **Additional Description**

**Building Information** 

# **Extra Features**

## Sale Information

| Sale Date  | Price   | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|---------|------|------|---------|-----------------|---------------|
| 06/26/2016 | \$1,500 | 446  | 788  | VACANT  | со              | F             |
| 09/30/2003 | \$1,300 | 123  | 134  | VACANT  | WD              | Α             |
| 02/06/1986 | \$0     | 187  | 586  |         |                 |               |

#### Offer for Quitclaim of Delinquent Tax Real Estate

| The undersigned ("Offeror"), hereby offers the sum of \$ 500.00 * on the following terms and                               |    |
|--|----|
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which         |    |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in |    |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:               |    |
| Map 096M, Group 6 Control Map 096M Parcel 009, 00, S/I ("Real Estate   | ") |
| Name as it is to appear on Quitclaim Deed: Khris Dunas   |    |
|  |    |

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### **Exceptions in Quitclaim Deed**

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

## Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.

| 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.  |
|--|
| 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.   |
| 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.  |
| Offer made on this the 21st day of January, 2022, by:  |
| Offeror  |
| Print Name Khris Dumas  Print Address 1100 Depot st. Paris TN 3842  Print Phone 731) 334-6633  |
| Print Address 1100 Dspotst. Paris, TN 3842 Print Phone (731) 334-6633  |
| STATE OF TENNESSEE<br>COUNTY OF HENRY  |
| Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them. |
| On this the 21 day of 302. 202.  Notary Public  My commission expires: 4.22. 2022  |
| The Commission expires.  |
| William Way County   |

## **Real Estate Assessment Data**

County Number: 040

**County Name: HENRY** 

Tax Year: 2022

#### **Property Owner and Mailing Address**

Jan 1 Owner: HENRY CO TN

PARIS, TN 38242

#### **Property Location**

Address: DEPOT ST

Map: 096M

Grp: G

Ctrl Map: 096M

Parcel: 009.00

PI:

S/I: 000

#### **Value Information**

Reappraisal Year: 2020

Land Mkt Value:

\$2,500

Improvement Value:

\$0

Total Market Appraisal: \$2,500

Assessment %:

0

Assessment:

\$0

# \$ 598.30

#### **General Information**

Class:

01 - COUNTY

City #:

566 City: PARIS

SSD1:

567 SSD2:

000

District: # Bldgs: 01 Mkt Area: 0

P07 0

Utilities - Water / Sewer:

01 - PUBLIC / PUBLIC

# Mobile Homes: Utilities - Electricity:

01 - PUBLIC

Utilities - Gas / Gas Type:

01 - PUBLIC - NATURAL GAS Zoning:

## **Subdivision Data**

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

#### **Additional Description**

#### **Building Information**

#### **Extra Features**

## Sale Information

|    | Sale Date                  | Price          | Book              | Page     | Vac/Imp | Type Instrument |
|----|----------------------------|----------------|-------------------|----------|---------|-----------------|
|    | 06/28/2016                 |                | 446               | 788      |         | CO              |
|    | 10/29/2008                 | \$0            | 274               | 468      |         |                 |
|    | 04/12/2007                 | \$0            | 234               | 119      |         |                 |
| ht | ps://assessment.cot.tn.gov | /RE_Assessment | l/ParcelDetailIMF | ACT.aspx |         |                 |

Qualification

1/2

#### Offer for Quitclaim of Delinquent Tax Real Estate

| The undersigned ("Offeror"), hereby offers the sum of \$ 500,00 * on the following terms and   |
|--|
| conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which   |
| quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in   |
| certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:   |
| Map 096M, Group 6 Control Map 096M, Parcel 008.00, S/I ("Real Estate")   |
| Name as it is to appear on Quitclaim Deed: Kho'S Dumas   |
| (Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)   |
| AT STATE OF THE PARTY OF THE PA |

\* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate.

THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### **Exceptions in Quitclaim Deed**

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable

| attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.  |
|---|
| 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.  |
| 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.   |
| Offer made on this the 21st day of January, 2022, by:   |
| Offeror   |
| Print Name Khris Dumas  Print Address // D8 D Epot st Paris 70 38242 Print Phone (731) 336-6633   |
| Print Address / 108 D spot st , Paris, TV 38242 Print Phone (731) 336-6633  |
| STATE OF TENNESSEE<br>COUNTY OF HENRY   |
| Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.  On this the 21 day of 2027.  Notary Public  My commission expires:  Notary Public  My commission expires: |
| THINKY COUNTY   |

## State of Tennessee Comptroller of the Treasury **Real Estate Assessment Data**

County Number: 040

**County Name: HENRY** 

Tax Year: 2022

#### **Property Owner and Mailing Address**

Jan 1 Owner: HENRY CO TN

**PARIS, TN 38242** 

#### **Property Location**

Address: DEPOT ST

Map: 096M

Grp: G

Ctrl Map: 096M

Parcel: 008.00

PI:

S/I: 000

#701.32

#### **Value Information**

Reappraisal Year: 2020

Land Mkt Value:

\$1,500

Improvement Value:

\$0

Total Market Appraisal: \$1,500

0

Assessment %: Assessment:

\$0

## **General Information**

Class:

District:

# Bldgs:

01 - COUNTY

City #: SSD1:

566 567

01

Ö

City:

SSD2:

# Mobile Homes:

**Utilities - Electricity:** 

01 - PUBLIC

**PARIS** 

000

P07

0

Utilities - Water / Sewer: Utilities - Gas / Gas Type:

01 - PUBLIC / PUBLIC 01 - PUBLIC - NATURAL GAS Zoning:

#### **Subdivision Data**

Subdivision:

Plat Bk:

Plat Pg:

Block:

Lot:

## **Additional Description**

## **Building Information**

#### **Extra Features**

## Sale Information

| Sale Date  | Price | Book | Page | Vac/Imp  | Type Instrument | Qualification |
|------------|-------|------|------|----------|-----------------|---------------|
| 06/28/2016 |       | 446  | 788  | •        | CO              |               |
| 07/02/1993 | \$500 | 227  | 797  | IMPROVED | WD              | N.            |
| 10/02/1978 | \$0   | 154  | 647  |          |                 | **            |

# ROLL CALL COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Visser made a motion to approve Resolution 5-3-22, to authorize use of American Rescue Plan Act (ARPA) funds to provide a local match grant not to exceed \$1.5M for broadband funding and guidance in Henry County, Tennessee. Commissioner Williams seconded the motion.

ITEM NO. 10

| TIEM NO. 10        | ADCIDATE | DDECENE | MOTION | CECONID | A 3717 | NO |         |      |
|--------------------|----------|---------|--------|---------|--------|----|---------|------|
|                    | ABSENT   | PRESENT | MOTION | SECOND  | AYE    | NO | ABSTAIN | PASS |
| BERRY, JERRY       |          |         |        |         | X      |    |         |      |
| BRADLEY, WESLEY    |          |         |        |         | X      |    |         |      |
| CARTER, DELL       |          |         |        |         | X      |    |         |      |
| CARTER, GREG       |          |         |        |         | X      |    |         |      |
| COPELAND, JAMES    |          |         |        |         | X      |    |         |      |
| GEAN, RANDY        |          |         |        |         | X      |    |         |      |
| HUMPHREYS, KENNETH | X        |         |        |         |        |    |         |      |
| JONES, DON         |          |         |        |         | X      |    |         |      |
| KYLE, KREG         | X        |         |        |         |        |    |         |      |
| NEAL, PAUL         |          |         |        |         | X      |    |         |      |
| STARKS, MONTE      |          |         |        |         | X      |    |         |      |
| TRAVIS, JAMES      |          |         |        |         | X      |    |         |      |
| VISSER, MARTY      |          |         | X      |         | X      |    |         |      |
| WEBB, DAVID        |          |         |        |         | X      |    |         |      |
| WILLIAMS, DREW     |          |         |        | X       | X      |    |         |      |
|                    |          |         |        |         |        |    |         |      |
| TOTAL              | 2        |         |        |         | 12     |    |         |      |
| TOTAL              | 2        |         |        |         | 13     |    |         |      |
|                    |          |         |        |         |        |    |         |      |

MOTION CARRIED

DATE: 3-21-22

## **RESOLUTION NO. 5-3-22**

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS AUTHORIZING USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO PROVIDE A LOCAL MATCH GRANT NOT TO EXCEED \$1.5M FOR BROADBAND FUNDING AND GUIDANCE IN HENRY COUNTY, TENNESSEE

WHEREAS, Henry County government believes Broadband and Water/Sewer are priority needs for our citizens; and

WHEREAS, COVID-19 elevated the importance of critical broadband infrastructure to facilitate participation in telemedicine, distance learning, and telecommuting; and

WHEREAS, reliable and affordable broadband service is necessary to meet these needs in our community; and

WHEREAS, the Tennessee Department of Economic and Community Development (TNECD) Broadband Division will award up to \$400 million for infrastructure projects as part of the Tennessee Emergency Broadband Fund – American Rescue Plan Act – Phase 1; and

WHEREAS, the TNECD BB Division is administering a grant program to allocate those funds and has encouraged counties to contribute a portion of the local ARPA funds as part of the matching requirement for broadband projects in counties that are awarded through the TNECD BB grant program and is providing grant incentives to programs that are co-funded;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 21<sup>st</sup> day of March, 2022, has approved to allocate ARPA Funds in an aggregate amount not to exceed \$1.5 Million, in co-funding to the provider that is awarded TNECD BB Grants that meet Federal guideline requirements.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 3-21-22

OHN PENN RIDGEWAY, CHAIRMAN

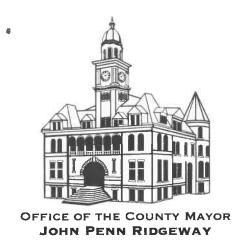
- Wonna Mail

DONNA CRAIG

HENRY COUNTY CLERK

APPROVED 3-21-22

JOHN PENN RIDGEWAY// HENRY COUNTY MAYOR



## County of Henry

P. O. Box 7

PARIS, TENNESSEE 38242

PHONE: (731) 642-5212

FAX: (731) 642-6531

EMAIL: JPRIDGEWAY@HENRYCOUNTYTN.ORG

March 11, 2022

West Kentucky Rural Telephone 100 WK&T Technology Dr. Mayfield, KY 42066

RE: Letter of Support for Broadband Expansion in Henry County, TN

Henry County is committed to help provide broadband internet service to all residences and businesses in the county. A significant portion of our county is, at this time, still underserved.

The TNECD is currently administering a grant program to allocate \$400MM for infrastructure projects as part of the Tennessee Emergency Broadband Fund – American Rescue Plan Act – Phase 1. The guidelines for the program encourage counties to contribute a portion of the local ARPA funds as part of the matching requirement for broadband projects awarded through the TNECD broadband grant program.

Henry County has an existing partnership agreement with WK&T to help solve the connectivity issues within the county. The Henry County Board of Commissioners will meet on March 21, 2022, with the intent to pass a resolution to commit up to \$1,500,000 of local ARPA funds as a match to WK&T funds if, and only if, the WK&T grant application is awarded.

We look forward to working together to bring high-speed, reliable internet access to more of Henry County.

Sincerely,

John Penn Ridgeway Henry County Mayor

en Ridgery



# County of Henry

P. O. Box 7

PARIS, TENNESSEE 38242

PHONE: (731) 642-5212

FAX: (731) 642-6531

EMAIL: JPRIDGEWAY@HENRYCOUNTYTN.ORG

March 8, 2022

Tennessee Department of Economic and Community Development ATTN: Bob Rolfe, Commissioner 312 Rosa L. Parks Avenue Nashville, TN 37243

#### Commissioner Rolfe:

As the mayor of Henry County, I stand with local and state leaders across Tennessee looking for the best route to recovery for my county's businesses, families, and communities following the hardships of the past two years. I ask you to approve the Charter Communication grant application in Henry County for Fiscal Recovery Funds to expand broadband access to homes and businesses that are not currently connected.

It has become evident that high-speed internet access is a foundational tool in the lives of all Henry County residents. Charter's project would complement expansion projects already in place across Tennessee and fill in gaps not covered by federal funding, such as Rural Digital Opportunity Fund (RDOF).

Already serving 524,000 customers and reaching 213 communities, Charter's broadband extension project would begin to help bring high-speed internet to many of the 600,000 Tennesseans that still go without access to a wired connection capable of high speeds. Charter has shown its dedication to our state with 803 employees in Tennessee alone and last year's network expansion to an additional 17,000 homes and small businesses.

In approving Charter's grant application, the Department of Economic and Community Development can help Henry County and communities like ours look beyond simple recovery by setting us up for a future in which our businesses and families can thrive.

I appreciate your consideration.

John Penn Ridgerry

Sincerely,

John Penn Ridgeway Henry County Mayor

00 251



# County of Henry

P. O. Box 7

PARIS, TENNESSEE 38242

PHONE: (731) 642-5212

FAX: (731) 642-6531

EMAIL: JPRIDGEWAY@HENRYCOUNTYTN.ORG

Taylre Beaty
Broadband Grant and Program Director
Tennessee Economic and Community Development

March 1, 2022

To whom it may concern:

Peoples Telephone Company, dba: TEC is an active participant in the local community and has been meeting with the local government, libraries, schools, chamber of commerce, senior center and other community leaders to discuss the proposed grant application for a Tennessee Emergency Broadband Fund American Rescue Plan (TEBF-ARP) in our rural area of Henry County that does not have adequate broadband available.

TEC has also volunteered to host digital literacy classes and internet safety training for students and parents at our location. We greatly appreciate the community partnership TEC provides and respectfully request you approve this application for our community.

We fully support this effort and are thrilled at the prospect of the greater broadband service for Henry County and for the WFI internet hotspots TEC provides at the local volunteer fire departments for public access. Public access is especially important with our recent push for virtual learning and working from home as a result of the pandemic.

In addition, the Volunteer Fire Departments are an anchor institution and a public safety entity and need access to internet for first responder training and emergency communication.

The county fully supports this broadband grant application and TEC.

PennRidgen

Sincerely,

John Penn Ridgeway Mayor of Henry County

## ROLL CALL COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Jones made a motion to adjourn. The motion was seconded by Commissioner Dell Carter.

ITEM NO. 11

| ITEM NO. 11        |        |         |        | ·      | ,   |    |         |      |
|--------------------|--------|---------|--------|--------|-----|----|---------|------|
|                    | ABSENT | PRESENT | MOTION | SECOND | AYE | NO | ABSTAIN | PASS |
| BERRY, JERRY       |        |         |        |        |     |    |         |      |
| BRADLEY, WESLEY    |        |         |        |        |     |    |         |      |
| CARTER, DELL       |        |         |        | X      |     |    |         |      |
| CARTER, GREG       |        |         |        |        |     |    |         |      |
| COPELAND, JAMES    |        |         |        |        |     |    |         |      |
| GEAN, RANDY        |        |         |        |        |     |    |         |      |
| HUMPHREYS, KENNETH | X      |         |        |        |     |    |         |      |
| JONES, DON         |        |         | X      |        |     |    |         |      |
| KYLE, KREG         | X      |         |        |        |     |    |         |      |
| NEAL, PAUL         |        |         |        |        |     |    |         |      |
| STARKS, MONTE      |        |         |        |        |     |    |         |      |
| TRAVIS, JAMES      |        |         |        |        |     |    |         |      |
| VISSER, MARTY      |        |         |        |        |     |    |         |      |
| WEBB, DAVID        |        |         |        |        |     |    |         |      |
| WILLIAMS, DREW     |        |         |        |        |     |    |         |      |
|                    |        |         |        |        |     |    |         |      |
|                    |        |         |        |        |     |    |         |      |
|                    |        |         |        |        |     |    |         |      |
| TOTAL              |        |         |        |        |     |    |         |      |
|                    |        | 181     |        |        |     |    |         |      |

VOICE VOTE CARRIED

DATE: 3-21-22