

COMMISSION MINUTES

January 22, 2024

- Budget Amendments- Resolution 2-1-24.
- Sale of Delinquent Tax Property at a reduced price- Resolution 3-1-24.
- Sale of Delinquent Tax Property at a reduced price- Resolution 4-1-24.
- Quitclaim certain Real Estate- Resolution 5-1-24.
- Henry County Road List- Resolution 6-1-24.

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 January 22, 2024 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 Kenneth Humphreys.

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

ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Dell Carter, Charles Elizondo, Missy Hamilton, David Hayes, Kenneth Humphreys, Melissa McElroy, Paul Neal, Monte Starks, Marty Visser, Ricky Wade, David Webb and Ralph Wiles. Absent: Randy Gean and Jay Travis.

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

A motion was made by Commissioner Starks to approve the Consent Agenda, which consists of: Minutes of the meeting of December 18, 2023, Henry County Medical Center Statement of Cash Flow, Trustee's month end reports and the following Notary Public designations: Gina L. Braham, Teresa D. Collins, Tonya Forrest, Kimberly A. Harris, Melissia D. Maupin, Daniel E. Robbins, Rosann J. Walters, Rachel Williams, Cayce Matterson and Michelle Dewolf. The motion was seconded by Commissioner Humphreys.
 ITEM NO. 5

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
GEAN, RANDY	X							
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH				X				
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE			X					
TRAVIS, JAY	X							
VISSER, MARTY								
WADE, RICKY								
WEBB, DAVID								
WILES, RALPH								
TOTAL	2	13						

VOICE VOTE CARRIED

DATE : 1-22-24

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

Commissioner Humphreys made a motion to approve Resolution 2-1-24, to authorize certain changes in the Budget for the Henry County General Fund for Fiscal 2023-2024. The motion was seconded by Commissioner Webb.

ITEM NO. 6

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY	X							
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY	X							
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID				X	X			
WILES, RALPH						X		
TOTAL	2				12	1		

MOTION CARRIED

DATE : 1-22-24

RESOLUTION #2-1-24

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 2023-2024

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County General Fund for fiscal 2023-2024; 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 16th day of January 2024, 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:

ELECTION COMMISSION

INCREASE ACCOUNT 51500-337, entitled "Maintenance & Repair – Office Equipment," in the amount of \$1,220.00

DECREASE ACCOUNT 51500-435, entitled "Office Supplies," in the amount of \$1,220.00

Please see emergency accounts payable request from DeLaina Green regarding this request.

TRUSTEE

INCREASE ACCOUNT 52400-317, entitled "Data Processing Services," in the amount of \$810.00

DECREASE ACCOUNT 52400-330, entitled "Operating Lease Payments," in the amount of \$810.00

Please see emergency accounts payable request from Randi French regarding this request.

INCREASE ACCOUNT 52400-599-001, entitled "Other Charges," in the amount of \$27,266.00

DECREASE ACCOUNT 52400-719, entitled "Office Equipment," in the amount of \$27,266.00

This transfer is to reclassify the expense account that is reserved for the trustee's collections for municipalities.

CHANCERY COURT CLERK

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$119,968.00

INCREASE ACCOUNT 53400-799, entitled "Other Capital Outlay," in the amount of \$119,968.00

This request is to put the AOC Court Security Grant into the budget.

SHERIFF'S OFFICE

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$5,000.00

INCREASE ACCOUNT 54110-716, entitled "Law Enforcement Equipment," in the amount of \$4,000.00

INCREASE ACCOUNT 54110-187-010, entitled "Overtime – THSO Grant," in the amount of \$1,000.00

INCREASE ACCOUNT 54110-716, entitled "Law Enforcement Equipment," in the amount of \$2,100.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,100.00

Please see memo from Josh Frey regarding this request.

INCREASE ACCOUNT 54110-160-008, entitled "Deputy Salary," in the amount of \$37,071.00

DECREASE ACCOUNT 54110-160-007, entitled "Deputy Salary," in the amount of \$37,071.00

Correct budget entry from July.

INCREASE ACCOUNT 54110-140, entitled "Salary Supplement," in the amount of \$3,000.00

INCREASE ACCOUNT 54210-186, entitled "Longevity," in the amount of \$720.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,720.00

This transfer is due to longevity/in service paid was more than budgeted.

CORONER

INCREASE REVENUE ACCOUNT 46990, entitled "Other State Revenue," in the amount of \$650.00

INCREASE ACCOUNT 54610-499, entitled "Other Supplies & Materials," in the amount of \$650.00

This transfer is due to the reimbursement from the state for death investigator fees.

HEALTH DEPARTMENT

INCREASE REVENUE ACCOUNT 46390, entitled "Other Health & Welfare Grants," in the amount of \$5,727.65

INCREASE ACCOUNT 55110-131, entitled "Medical Personnel," in the amount of \$3,708.00

INCREASE ACCOUNT 55110-188, entitled "Bonus," in the amount of \$1,350.65

INCREASE ACCOUNT 55110-201, entitled "Social Security," in the amount of \$314.00

INCREASE ACCOUNT 55110-204, entitled "State Retirement," in the amount of \$282.00

INCREASE ACCOUNT 55110-212, entitled "Medicare," in the amount of \$73.00

Please see memo from Tracy Byrd regarding this request.

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

PASSED 1-22-24



JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 1-22-24



JOHN PENN RIDGEWAY
COUNTY MAYOR

HENRY COUNTY, TENNESSEE

**ACCOUNTS AND BUDGETS OFFICE
PO BOX 7
PARIS TN 38242**

EMERGENCY ACCOUNTS PAYABLE REQUEST

Date: 12/21/23

Amount: 1220.00

Vendor: Mid-south Security Specialist

Reason for request: Expansion of voting machine
safe area. Adding 2 additional cameras
and wireless door contacts.

Transfer: 51500-435 to 51500-337

Department Head: *J. Heen*

Request Approved: *Pgt*

Request Denied: _____

HENRY COUNTY, TENNESSEE

ACCOUNTS AND BUDGETS OFFICE
PO BOX 7
PARIS TN 38242

EMERGENCY ACCOUNTS PAYABLE REQUEST

Date: 12-12-2023

Amount: \$ 810.00

Vendor: Henry County Trustee

Reason for request: _____

Operating Lease Payment 52400-330- Move
\$ 810.00 to Data Processing 52400-317

Department Head: Randi French

Request Approved: PAT

Request Denied: _____

To: Budget Committee

From: Josh Frey, Sheriff

Date: December 6, 2023

Please make the following budget transfers:

-
- **Increase Account 54110-716 (Law Enforcement Equipment) in the amount of \$4,000.00**
 - **Increase Account 54110-187-010 (Overtime – THSO grant) in the amount of \$1,000.00**
 - **Increase Revenue Account 46980 (Other State Grants) in the amount of \$ 5,000.00 (THSO grant)**

-
- **Increase Account 54110-716 (Law Enforcement Equipment) in the amount of \$ 2,100**
 - **Decrease Account 39000 (Unappropriated Fund Balance) in the amount of \$ 2,100**
 - **(Purchase of gun safes from SRO grant)**
-

46980
53400 - 799



Supreme Court of Tennessee

Administrative Office of the Courts
Nashville City Center, Suite 600
511 Union Street
Nashville, Tennessee 37219
615 / 741-2687 or 800 / 448-7970
FAX 615 / 741-6285

MICHELLE J. LONG
Director

RACHEL HARMON
Deputy Director

December 13, 2023

Albert Wade, Jr.
Clerk & Master

Dear Mr. Wade:

Congratulations and thank you for applying for a grant from the Administrative Office of the Courts (AOC) Court Security Grant Program in 2023. This grant program is possible because of a \$4 million allocation from the Tennessee General Assembly. This initiative is a great example of all three branches of government collaborating to enhance the safety of Tennessee courthouses for you and for all who use them each day.

This grant program was competitive. The AOC received over \$7.5 million in grant requests from over 60 Tennessee counties. While there were many deserving projects, we cannot fund every request. The first priority of the grant program is to bring every Tennessee county up to the 1990s and 2018 Minimum Courthouse Security Standards.

We are pleased to inform you that **Henry County** will receive funds for the following:

Item	Amount Requested	Total Approved
Ballistic panel for clerk's station	\$ 875	\$ 875
Expansion of foyer to allow for security equipment:	\$49,448.07	\$49,449

Security camera system:	\$22,925	\$22,925
Panic button system	\$14,343	\$14,343
Tasers	\$7,950	\$7,950
Handheld metal detectors	\$722	\$722
Radios	\$8,704	\$8,704
Concrete barriers	\$15,000	\$15,000
		\$119,968

We truly hope that the above purchases will provide greater security for the judges, staff, and citizens who use your courthouse facilities.

Please note that only the items or projects listed above can be purchased under this grant. Funds can be moved around between projects, but the total request for reimbursement cannot be more than the total approved. For example, if you were approved \$5,000 for project/item one and \$5,000 for project/item two, you could spend \$6,000 on project/item one and \$4,000 on project/item two.

This grant has been designated as a reimbursement grant. Therefore, the county must first purchase the security equipment, and then provide the AOC with a receipt and any other supporting documentation.

Final receipts can be submitted to Dalton Hensley, AOC Fiscal Services Director, at AccountsPayable@tncourts.gov by June 7, 2024. Please include a cover letter that includes the remittance address for reimbursement.

To reiterate the process, please find below a checklist and dates:

- Make your purchases, keeping in mind the maximum grant amount.
- Submit your receipts, with cover letter, to Dalton Hensley at the AOC by June 7, 2024.

If you have questions on the process, please let me know as soon as possible. We look forward to working with you on your grant!

Thank you again for applying for this year's court security grant. It is our pleasure to provide funding for these important security measures.

Barbara Peck
 Director of Communications & Judicial Resources
 Administrative Office of the Courts



December 4, 2023

To: Henry County Budget Committee

RE: Amend 2023-2024 Henry County Health Department Budget

Dear Budget Committee Members, I am requesting to make the following amendments to the operation budget of the Henry County Health Department. I have attached the updated pages for the FY24 DGA contract for Henry County.

Please adjust the following expenditure accounts: (#55110) – Local Health Center

	New Adjusted Amount	
131 Medical Personnel	\$50,016.00	3708.-
188 Bonus	\$ 1,350.65	1350.65
201 Social Security	\$ 3,185.00	314.-
204 State Retirement	\$ 2,501.00	282.-
210 Unemployment Compensation	\$ 735.00	0
212 Employer Medicare	\$ <u>746.00</u>	<u>73-</u>
Total	\$58,533.65	5727.65

This adjustment will be retroactive back to September 1, 2023. This salary adjustment and bonus will be reimbursed 100% by the State of Tennessee.

Respectively,


Tracy Byrd

County Director
Henry County Health Department

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

Commissioner Neal made a motion to approve Resolution 3-1-24, to authorize the sale of Delinquent Tax Properties at a reduced price. The motion was seconded by Commissioner Wade.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY	X							
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL			X		X			
STARKS, MONTE					X			
TRAVIS, JAY	X							
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 1-22-24

RESOLUTION NO. 3-1-24

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 parcel described below is impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcel;

1. 201 Frank Hart Rd, Group A, Control Map 0950, Parcel 014.00. Offer by Deana Bowden for \$500.00 plus closing costs.

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

WHEREAS, the individual named above has made an offer for quitclaim deed to said delinquent tax parcel;

WHEREAS, after investigation of said delinquent tax parcel, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept the minimum offer as listed above, subject to publication of the offer and the opportunity for any other interested party to raise to the offer 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 the offer for a quitclaim deed to the delinquent tax parcel described above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 16th day of January, 2024, a majority or more of the membership concurring that the delinquent tax parcel cannot be sold for the accumulated total of taxes, interest, penalties and costs against it; therefore, pursuant to TENN. CODE ANN. §67-5-2507, the County Mayor is authorized to accept an offer for a quitclaim deed to said parcel in consideration of a minimum offer 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 1-22-24




**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-22-24



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500⁰⁰ * 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 0950, Group A, Control Map 0950, Parcel 014.00, S/I 00 ("Real Estate")

Name as it is to appear on Quitclaim Deed: Deana Bowden

(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, TDOIT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

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. Offeror swears or affirms that Offeror is not (and has not been within the past 6 months) an official or employee of the Henry County Government.
- 13. 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 28 day of Nov, 2023, by:

Offeror

Sign Name Deana Bowden

Print Name Deana Bowden

Print Address 301 Frank Hart Rd
Paris

Print Phone 731-363-5300

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.

On this the 28 day of NOV, 2023. [Affix Seal]

Alex B. Gordon
Notary Public

My commission expires: 09/22/26



Henry (040)
 Tax Year 2024 | Reappraisal 2020
 Jan 1 Owner
 HENRY COUNTY TENNESSEE (GOVERNMENT OF)
 ATTN: COUNTY MAYOR
 P.O. BOX 7
 PARIS TN 38242
 Current Owner
 P O BOX 7
 PARIS TN 38242
 Curtis ST 822
 Cntl Map 0950
 Group A
 Parcel 014.00
 Pl: SI
 600

Value Information

Land Market Value: \$3,500
 Improvement Value: \$12,200
 Total Market Appraisal: \$15,700
 Assessment Percentage: 0%
 Assessment: \$0
Subdivision Data
 Subdivision:
 WEST PARIS ADD
 Plat Page: 0176
 Block: Lot: 0040
 Plat Page: 0176
 Block: Lot: 0040

Additional Information

Address: 01 - Public
 City: PARIS
 Special Service District 1: 5x7
 Special Service District 2: 000
 Neighborhood: P17
 Number of Buildings: 1
 Utilities - Water/Sewer: 1 - PUBLIC - PUBLIC
 Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL
 City: PARIS
 Special Service District 2: 000
 Neighborhood: P17
 Number of Mobile Homes: 0
 Utilities - Electricity: 01 - PUBLIC
 Zoning:

Buildings & Yard Items

Building #	Type	Description	Units
1	RES	1 - RES	1.00

Value Information and Information

Calculated Acres: 0.00
 Total Land Units: 1
 Soil Class

Residential Building #: 1

Improvement Type:
 01 - SINGLE FAMILY
 Exterior Wall:
 04 - SIDING-AVERAGE
 Heat and AC:
 2 - WALL-FLOOR FURNACE
 Quality:
 0 - BELOW AVERAGE
 Square Feet of Living Area:
 913

Foundation:
 02 - CONTINUOUS FOOTING
 Roof Framing:
 02 - GABLEHIP
 Cabinet/Millwork:
 02 - BELOW AVG
 Interior Finish:
 11 - PANELING BELOW AVG
 Bath Tiles:
 00 - NONE
 Shape:
 01 - RECTANGLE

Stories:
 1/00
 Actual Year Built:
 1929
 Plumbing Fixtures:
 3
 Condition:
 AV - AVERAGE
 Floor System:
 03 - WOOD W/O SUB FLOOR
 Roof Cover/Deck:
 13 - PREFIN METAL CRIMPED
 Floor Finish:
 12 - CARPET
 Paint/Decor:
 C3 - AVERAGE
 Electrical:
 03 - AVERAGE
 Structural Frame:
 00 - NONE

Building Sketch



Building Areas

Areas	Square Feet
BAS - BASE	01
OPF - OPEN PORCH FINISHED	01



TAXES OWED: \$3,201.95



Vexcel | 5

ate information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/27/2020	\$0	564	48		CO - COURT ORDER	-
7/27/2020	\$0	548	282		CO - COURT ORDER	-
3/1/2015	\$5,000	420	792	I - IMPROVED	WD - WARRANTY DEED	N - NON-ARM'S LENGTH
12/13/2010	\$0	319	949			



DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA
TN



**BOWDEN
DEANA MARIE**

PARIS, TN 38242-8132

Deana Bowden

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

A motion was made by Commissioner Neal to approve Resolution 4-1-24, to authorize the sale of Delinquent Tax Properties at a reduced price. The motion was seconded by Commissioner Humphreys.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY	X							
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL			X		X			
STARKS, MONTE					X			
TRAVIS, JAY	X							
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 1-22-24

RESOLUTION NO. 4-1-24

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 parcel described below is impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcel;

1. 201 Frank Hart Rd, Group E, Control Map 105E, Parcel 022.00. Offer by Deana Bowden for \$500.00 plus closing costs.

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

WHEREAS, the individual named above has made an offer for quitclaim deed to said delinquent tax parcel;

WHEREAS, after investigation of said delinquent tax parcel, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept the minimum offer as listed above, subject to publication of the offer and the opportunity for any other interested party to raise to the offer 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 the offer for a quitclaim deed to the delinquent tax parcel described above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 16th day of January, 2024, a majority or more of the membership concurring that the delinquent tax parcel cannot be sold for the accumulated total of taxes, interest, penalties and costs against it; therefore, pursuant to TENN. CODE ANN. §67-5-2507, the County Mayor is authorized to accept an offer for a quitclaim deed to said parcel in consideration of a minimum offer 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 1-22-24



**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-22-24



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500⁰⁰ * 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 105E, Group E, Control Map 105E, Parcel 022.00, S/I 00 ("Real Estate")

Name as it is to appear on Quitclaim Deed: Deana Bowden

(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, TDOOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

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. Offeror swears or affirms that Offeror is not (and has not been within the past 6 months) an official or employee of the Henry County Government.
- 13. 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 _____, 201____, by:

Offeror

Sign Name Deana Bowden

Print Name Deana Bowden

Print Address 201 Frank Hart Rd
Paris TN 38242

Print Phone 731-363-5300

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.

On this the 14 day of Nov, 2023 [Affix Seal]

Notary Public
My commission expires: _____

Henry (040)
Tax Year 2024 | Reappraisal 2020

Jan T. Cheneff
HENRY CO TN
PARIS TN 38242

Current Owner
PARIS TN 38242

YATES ST 33
Cpt/Map: 105E
Group: E
Parcel: 023.00
SU: 000

Value Information

Land Market Value: \$2,000
Improvement Value: \$0
Total Market Appraisal: \$2,000
Assessment Percentage: 0%
Assessment: 1.0

Subdivision Data

Subdivision:
ANTON RAGED

Plat Page: Block: Lot:

NOTE

Additional Information

PART OF:

General Information

Assessor: County
County # 500
Special Service District 1: 557
District: 01
Number of Buildings: 0
Utilities - Water Sewer: 01 - PUBLIC / PUBLIC
Utilities - Gas Gas Type: 01 - PUBLIC - NATURAL

City: PARIS
Special Service District 2: 000
Neighborhood: POS
Number of Mobile Homes: 0
Utilities - Electricity: 01 - PUBLIC
Zoning:

Buildings & Yard Items

Building #	Type	Description	Units
------------	------	-------------	-------

Table Information

Table Information list can be found in the

Table Information

Calculated Acres: 0
Soil Class

Total Land Units: 1

Table #	Table Name	Soil Class	Units
1	RES		1.00

TAXES OWED:
\$6,904.76



Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
12/28/2016	\$0	446	786		CO - COURT ORDER	
1/16/1990	\$1	211	383	1 - IMPROVED	WID - WARRANTY DEED	B - FAMILY SALE
01-10-00	\$0	NA	0461			
01-10-00	\$0	0019	0480			

JB

DRIVER LICENSE

Tennessee
THE GREAT SMoky MOUNTAIN STATE



[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BOWDEN
DEANA MARIE

DL

Deana Bowden

PARIS, TN 38242-8132

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

Commissioner Visser made a motion to approve Resolution 5-1-24, to quitclaim certain properties in Henry County. Commissioner Humphreys seconded the motion.
 ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY	X							
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY	X							
VISSER, MARTY			X		X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH						X		
TOTAL	2				12	1		

MOTION CARRIED

DATE : 1-22-24

RESOLUTION NO. 5-1-24

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS TO QUITCLAIM CERTAIN
PROPERTIES IN HENRY COUNTY**

WHEREAS, the Henry County Highway Commission, during its regular meeting on November 13, 2023 has recommended to quitclaim to property owner, James A. Tosh and Alonna Sue Tosh, certain real estate located on Atlantic Avenue in Henry County. Said portion of the road to be quitclaimed runs south from the south end of a connector which connects Atlantic Avenue to U.S. Highway 79 South.

WHEREAS, Section 8, Chapter 326 of the Private Acts of 1972 requires the County Commission to act on the recommendation of the Road Board and "in accordance with the General State Law."

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of January, 2024 a majority or more of the membership concurring, does hereby authorize, approve, and direct the County Mayor to execute this Quitclaim Deed from Henry County, Tennessee aforementioned property in the form attached as *Exhibit A*.

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

PASSED 1-22-24



**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-22-24



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

This Instrument Prepared Without Title Search By:
Greer, Greer & Whitfield, Attorneys, PLLC
P.O. Box 385, Paris, TN 38242

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that pursuant to Resolution No. _____
passed by the Board of Commissioners of Henry County, Tennessee, assembled in regular session
on the _____ day of January, 2024, the **GOVERNMENT OF HENRY COUNTY,
TENNESSEE** (Grantor) hereby quitclaims to **JAMES A TOSH** and wife **ALONNA SUE
TOSH** (collectively Grantee) that certain real estate **TO BE COMBINED WITH Tax Map 158,
Parcel 008.00** for tax assessment purposes:

Situated within the Fourth Civil District of Henry County, Tennessee, and being an
abandoned portion of Atlantic Avenue more particularly described on the survey and
legal description attached hereto as *Exhibit A*.

Said real estate is hereby quitclaimed to Grantee, Grantee's heirs and assigns forever, to have
and to hold, with no representations, warranties, or covenants whatsoever, whether expressed or
implied, by the County.

This the _____ day of _____, 2024.

HENRY COUNTY, TENNESSEE

By:

John Penn Ridgeway, County Mayor

STATE OF TENNESSEE
COUNTY OF HENRY

John Penn Ridgeway, County Mayor of Henry County, Tennessee, whose identity and
capacity are personally known to me, executed this Quitclaim Deed for the purposes herein
contained on behalf of Henry County.

Witness my hand and official seal this the _____ day of _____, 2023.

[Affix Seal]

Donna Craig, County Clerk
Henry County, Tennessee

Acknowledged By:

Randi Allen French, Henry County Trustee

Affidavit of Consideration

STATE OF TENNESSEE
COUNTY OF HENRY

I, the undersigned, hereby swear or affirm that the actual consideration for this Quitclaim Deed was **zero (\$0.00)** dollars.

Affiant

Witness my hand and official seal this the _____ day of _____, 2023.

[*Affix Seal*]

Notary Public

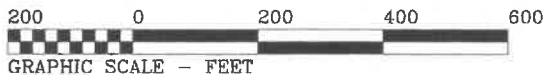
My Commission Expires: _____

Name and Address of Property Owner and Party Responsible for Payment of Property Taxes:

**JAMES A TOSH ETUX ALONNA SUE TOSH
1570 ATLANTIC AVE
HENRY TN 38231**

This instrument was prepared without abstract, title search, title opinion, certification as to title, survey, certification as to accuracy of property descriptions herein, or any other information. The preparer makes no representations and accepts no responsibility regarding the rights (if any) created or conveyed by the execution and/or recording of this instrument. The parties hereto acknowledge that the preparer is not the closing agent for this transaction, pursuant to the provisions of Section 6045(e) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986.

Exhibit A: Survey

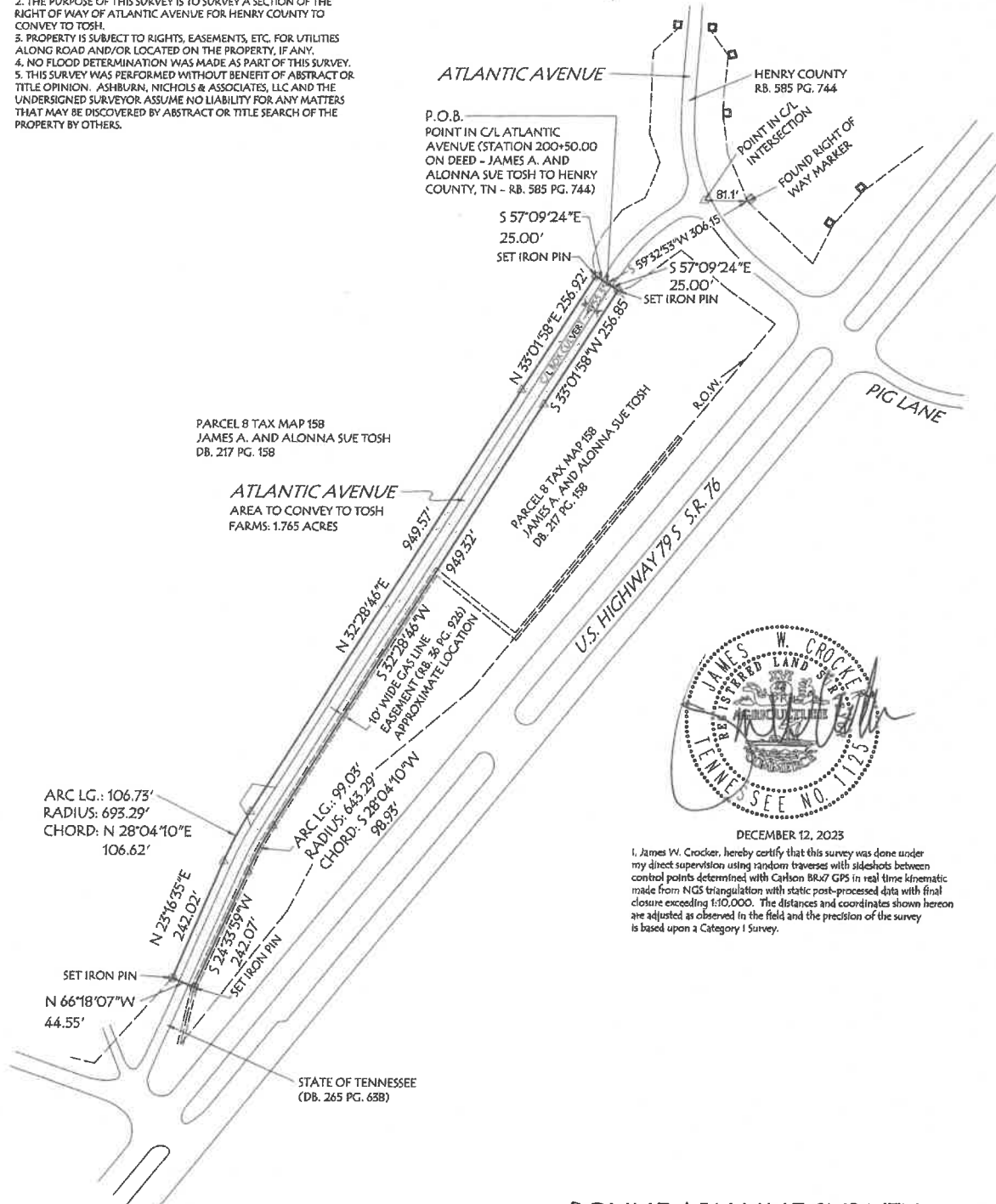
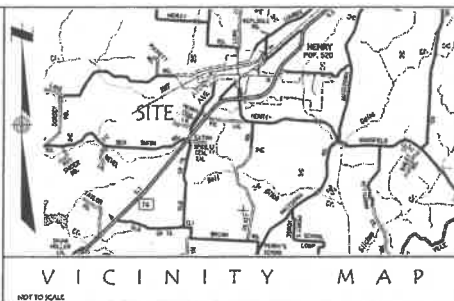


- LEGEND**
- ⊙ SET IRON PIN (5/8" STEEL REBAR W/PLASTIC CAPS MARKING "ASHBURN NICHOLS ASSOC")
 - ▣ FOUND CONCRETE HIGHWAY RIGHT OF WAY MARKER
 - △ UNMARKED POINT
 - C/L CENTERLINE
 - P.O.B. POINT OF BEGINNING FOR SURVEY DESCRIPTION

NOTES:
 1. TITLE TO THIS SECTION OF ATLANTIC AVENUE IS NOT KNOWN TO THE UNDERSIGNED SURVEYOR.
 2. THE PURPOSE OF THIS SURVEY IS TO SURVEY A SECTION OF THE RIGHT OF WAY OF ATLANTIC AVENUE FOR HENRY COUNTY TO CONVEY TO TOSH.
 3. PROPERTY IS SUBJECT TO RIGHTS, EASEMENTS, ETC. FOR UTILITIES ALONG ROAD AND/OR LOCATED ON THE PROPERTY, IF ANY.
 4. NO FLOOD DETERMINATION WAS MADE AS PART OF THIS SURVEY.
 5. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF ABSTRACT OR TITLE OPINION. ASHBURN, NICHOLS & ASSOCIATES, LLC AND THE UNDERSIGNED SURVEYOR, ASSUME NO LIABILITY FOR ANY MATTERS THAT MAY BE DISCOVERED BY ABSTRACT OR TITLE SEARCH OF THE PROPERTY BY OTHERS.

BASIS FOR BEARINGS ARE RELATIVE TO GRID NORTH BASED UPON TN STATE PLANE COORDINATE SYSTEM, NAD83 DATUM

SCALE: 1" = 200'



DECEMBER 12, 2023

I, James W. Crocker, hereby certify that this survey was done under my direct supervision using random traverses with sideshots between control points determined with Carlson BRX7 GPS in real time kinematic mode from NGS triangulation with static post-processed data with final closure exceeding 1:10,000. The distances and coordinates shown hereon are adjusted as observed in the field and the precision of the survey is based upon a Category I Survey.

Ashburn, Nichols & Associates, LLC
 Engineers & Land Surveyors
 www.Ashburn-Nichols.com
 611 S First Street
 Union City, TN 38261
 (731) 885-8970

BOUNDARY LINE SURVEY
 OF SECTION OF ATLANTIC AVENUE FOR
 JAMES A. AND ALONNA SUE TOSH
 4TH CIVIL DISTRICT
 HENRY COUNTY, TENNESSEE
 DECEMBER 12, 2023

Exhibit A: Legal Description

**PROPERTY DESCRIPTION
FOR JAMES A. AND ALONNA SUE
TOSH
ATLANTIC AVENUE
HENRY COUNTY, TENNESSEE**



Ashburn, Nichols & Associates,
Engineers & Land Surveyors

BEING a generally 50 foot wide section of Atlantic Avenue (50' width most of the length), which lies between sections of Parcel 8 Tax Map 158, belonging to James A. and Alonna Sue Tosh (DB. 217 PG. 158), said section of Atlantic Avenue runs south from the south end of a connector which connects Atlantic Avenue to U.S. Highway 79 S (S.R. 76) which was conveyed from Tosh to Henry County by Deed in Record Book 585 Page 744, to the northeast end of a right of way conveyed to the State of Tennessee in Deed Book 265 Page 638, said right of way strip is more particularly described as follows:

BEGINNING at a point in the center of Atlantic Avenue at Station 200+50.00 as described in a Deed from Tosh to Henry County (RB. 585 PG. 744), said point is located 55.3 feet north of the center of a box culvert under Atlantic Avenue and also located South 59 degrees 32 minutes 53 seconds West, 306.15 feet from a found concrete highway right of way marker on the north side of the connector of Atlantic Avenue, which marker is located 81.1 feet east of the centerline intersection of said connector, said POINT OF BEGINNING being the most northerly center point of the section of right of way of Atlantic Avenue being described herein;

Thence, SOUTH 57 degrees 09 minutes 24 seconds EAST, a distance of 25.00 feet, along the southerly end of said connector to a set iron pin at the northeast corner of this described right of way;

Thence, running with the east line of this described right of way, along the following four (4) calls:

SOUTH 33 degrees 01 minute 58 seconds WEST, a distance of 256.85 feet, to a point;
SOUTH 32 degrees 28 minutes 46 seconds WEST, a distance of 949.32 feet, to a point of tangent to a curve to the left;

Along said curve to the left for an arc length of 99.03 feet, said curve having a radius of 643.29 feet and a chord of SOUTH 28 degrees 04 minutes 10 seconds WEST, 98.93 feet, to a point of tangent;

SOUTH 24 degrees 33 minutes 59 seconds WEST, a distance of 242.07 feet, to a set iron pin at the southeast corner of this described right of way and in the northerly right of way of the section of right of way of Atlantic Avenue conveyed to the State of Tennessee (DB. 265 PG. 638);

Thence, NORTH 66 degrees 18 minutes 07 seconds WEST, a distance of 44.55 feet, along the State of Tennessee right of way, crossing Atlantic Avenue, to a set iron pin at the southwest corner of this described right of way;

Thence, running with the west line of this described right of way, along the following four (4) calls:

NORTH 23 degrees 16 minutes 35 seconds EAST, a distance of 242.02 feet, to a point of tangent to a curve to the right;

**PROPERTY DESCRIPTION
FOR JAMES A. AND ALONNA SUE
TOSH
ATLANTIC AVENUE
HENRY COUNTY, TENNESSEE**



Ashburn, Nichols & Associates,
Engineers & Land Surveyors

Along said curve to the right for an arc length of 106.73 feet, said curve having a radius of 693.29 feet and a chord of NORTH 28 degrees 04 minutes 10 seconds EAST, 106.62 feet, to a point of tangent;

NORTH 32 degrees 28 minutes 46 seconds EAST, a distance of 949.57 feet, to a point;

NORTH 33 degrees 01 minute 58 seconds EAST, a distance of 256.92 feet, to a set iron pin at the southwest corner of that right of way that Tosh conveyed to Henry County (RB. 585 PG. 744);

Thence, SOUTH 57 degrees 09 minutes 24 seconds EAST, a distance of 25.00 feet, along the south right of way of said Henry County, to the point of beginning, containing 1.765 acres. All bearings are based upon Grid North of the Tennessee State Plane Coordinate System, NAD_83 (2011). All set iron pins are 5/8" X 24" rebar, approximately 24 inches in length, with pink plastic caps marked "ASHBURN NICHOLS & ASSOC". This strip is subject to a gas line easement of record in Record Book 36 Page 926 and may be subject to other easements, etc. that may be of record.

James W. Crocker, TN RLS 1125
Ashburn, Nichols & Associates, LLC
611 So. First Street
Union City, Tennessee 38261
December 12, 2023



12-12-2023

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

Commissioner Humphreys made a motion to approve Resolution 6-1-24, to make additions, deletions, and closures to the Henry County Road List. The motion was seconded by Commissioner Carter.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL				X	X			
ELIZONDO, CHARLES					X			
GEAN, RANDY	X							
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY	X							
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH	2				X			
TOTAL	2				13			

MOTION CARRIED

DATE : 1-22-24

RESOLUTION NO. 6-1-24

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO MAKE ADDITIONS, DELETIONS,
AND CLOSURES TO THE HENRY COUNTY ROAD LIST**

WHEREAS, the Henry County Road Board has recommended to add Kimberly Lane, remove Old Timer Road, and close a section of Vickery Lane on the list of Henry County roads; and

WHEREAS, Section 8, Chapter 326 of the Private Acts of 1972 requires the County Commission to act on the recommendation of the Road Board and "in accordance with the General State Law."

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session this 16th day of January, 2024, a majority or more of the membership concurring, does hereby authorize, empower, and direct the County Mayor to proceed according to general law, Tennessee Code Annotated § 54-10-201 et seq, with the addition of Kimberly Lane, removal of Old Timer Road, and closure of a section of Vickery Lane on the list of approved Henry County roads.

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

PASSED 1-22-24

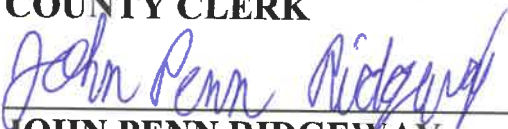


**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-22-24



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

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

Commissioner Visser made a motion to adjourn. The motion was seconded by
 Commissioner Wade.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
GEAN, RANDY	X							
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAY	X							
VISSER, MARTY			X					
WADE, RICKY				X				
WEBB, DAVID								
WILES, RALPH								
TOTAL	2	13						

MOTION CARRIED

DATE : 1-22-24