

COMMISSION MINUTES

April 1, 2024

- Update on Henry County Medical Center from John Tucker, CEO and Board Chairman Bruce Reed. Presented the Commission with a “Proposal for Integration” prepared by West Tennessee Healthcare.
- Delinquent Tax Property Sale at a reduced price- Resolution 1-3-24.
- Delinquent Tax Property Sale at a reduced price- Resolution 2-3-24.
- A change in DANA Sealing Products, LLC. Payment in Lieu of Taxes Agreement (PILOT)- Resolution 3-3-24.
- Rescind previous Resolution 5-8-07 and approve the increased fee to Sex Offenders to \$200.00 per year- Resolution 4-3-24.

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 April 1, 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, Monte Starks, Jay Travis, Marty Visser, Ricky Wade, David Webb and Ralph Wiles. Absent: Paul Neal.

ITEM NO. 5 Henry County Medical Center CEO John Tucker and Board Chairman Bruce Reed presented the Commission with a "Proposal for Integration" prepared by West Tennessee Healthcare.

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 March 4, 2024, Various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report and the following Notary Public designations: Donna Harris, Baillie Jones, Cody Marshall, Sharon Boyd and Erica L. Clark. The motion was seconded by Commissioner Carter.

ITEM NO. 6

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

VOICE VOTE CARRIED

DATE : 4-1-24

00 102

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

A motion was made by Commissioner Visser to approve Resolution 1-3-24, to authorize the sale of Delinquent Tax Properties at a reduced price. Commissioner Humphreys seconded the motion.
 ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					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	1				13			

DATE : 4-1-24

MOTION CARRIED

RESOLUTION NO. 1-3-24

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. 1070 Guthrie Rd, Control Map 095, Parcel 020.01. Offer by Edward Ray 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 1st day of April, 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 4-1-24

John Penn Ridgeway

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

Donna Craig

**DONNA CRAIG
COUNTY CLERK**

John Penn Ridgeway

APPROVED 4-1-24

**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

Offer for Quitclaim of Delinquent Tax Real Estate

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 025, Group _____, Control Map _____ Parcel 000.01, S/1 000 ("Real Estate")

Name as it is to appear on Quitclaim Deed: Edward Ray

(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, U.S. DOT, T.V.A. Corp., 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 22 day of February, 2024, by:

Offeror

Sign Name Edward E. Ray Print Name Edward E. Ray
 Print Address 823 Williams St. Phone Number 731-543-7626

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 22 day of February, 2024 | [P.S. Seal]

Alexus B. Gordon
 Notary Public
 My commission expires: 09/22/26





8.10



entry (040)
 Tax Year 2024 | Reappraisal 2020

Jan 1 Owner
 HENRY CO TN (GOVT OF)
 ATTN COUNTY MAYOR
 P O BOX 7
 PARIS TN 38242
 Current Owner
 P O BOX 7
 PARIS TN 38242
 GUTHRIE RD 1070
 Parcel Group Parcel FI: SR: 020.01 095 000

Value Information

nd Market Value: \$4,900
 Improvement Value: \$9,900
 Total Market Appraisal: \$14,800
 Assessment Percentage: 0%
 Assessment: \$0

Subdivision Data

Subdivision: F PG 42 LOT 2
 Plat Book: 12
 Plat Page: 12

Additional Information

Ass: 01 - County
 City: Special Service District 2: 000
 Neighborhood: P07
 Number of Mobile Homes: 1
 Utilities - Electricity: 01 - PUBLIC
 Utilities - Gas/Gas Type: 00 - NONE
 Number of Buildings: 0
 Water/Sewer: 03 - PUBLIC/INDIVIDUAL
 Zoning:

General Information

Building #
 Type
 Description
 Units

SKT - SKIRTING
 1

MH2 - MOBILE HOME CLASS 2
 750

File Information

File Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
13/2023	\$0	613	952	-	CO - COURT ORDER	-
11/2008	\$0	259	939	-	-	-

Land Information

nd Code
 Calculated Acres: 0
 Soil Class
 Total Land Units: 0.33
 Units
 0.33

TAKES OVERD:
 \$2348.20

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

Commissioner Humphreys made a motion to approve Resolution 2-3-24, to authorize the sale of Delinquent Tax Properties at a reduced price. The motion was seconded by Commissioner Wade.
 ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					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	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				13			

MOTION CARRIED

DATE : 4-1-24

3

RESOLUTION NO. 2-3-24

**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. Sunset Drive, Control Map 116, Parcel 060.05. Offer by Robert Alton Wright & Jennifer Wright 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 1st day of April, 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 4-1-24



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



**DONNA CRAIG
COUNTY CLERK**



APPROVED 4-1-24
**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

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 116, Group _____, Control Map 116, Parcel 060.05 S/I ("Real Estate")

Name as it is to appear on Quitclaim Deed: Robert Allen and Jennifer Wright

(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, U.S. DOT, 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 1st day of March, 2024, by:

Offeror Robert Allen Wright
Sign Name Jennifer Wright
Print Name Jennifer Wright
Print Address Sunset Drive
Print Phone 731-3366484

Robert Allen Wright
Print Name Jennifer Wright
Print Phone 731-3366484

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 1 day of March, 2024,
Alex B. Gordon
Notary Public
My commission expires: 09/22/28

(With Seal)



Henry (040)
Tax Year 2024 | Reappraisal 2020

Jan 1 Owner
HENRY CO TN (GOVT OF)
ATTN: COUNTY MAYOR
P O BOX 7
PARIS TN 38242

SUNSET DR
Chf Map
116

Parcel: 090.05
FL
SI: 004

Value Information

and Market Value:
Improvement Value: \$0
Total Market Appraisal: \$0
Assessment Percentage: 0%

Subdivision Data

Subdivision:
UNSET

Plat Book: Plat Page: Block: Lot: NOTE

Handwritten: R 400

Additional Information

WEST PORTION LOT 6

General Information

Class: 01 - County
City #: City:
Special Service District 1: 057 Special Service District 2: 000
District: 01 Neighborhood: P17
Number of Buildings: 0 Number of Mobile Homes: 0
Utilities - Water/Sewer: 12 - NONE / NONE
Utilities - Gas/Gas Type: 00 - NONE

Outbuildings & Yard Items

Building #	Type	Description	Units

Sale Information

Original Sale Information list on subsequent pages

Land Information

Acres: 0
Calculated Acres: 0
Total Land Units: 0
Soil Class
Units: 1.00

Handwritten: TAXES OWED: \$1,022.10

23 - SMALL TRACT



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

A motion was made by Commissioner Wade to approve Resolution 3-3-24, to approve a change in a Payment In Lieu of Taxes Agreement with DANA Sealing Products, LLC. The motion was seconded by Commissioner Burns.
 ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK				X	X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL	X							
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				13			

DATE : 4-1-24

MOTION CARRIED

RESOLUTION NO. 3-3-24

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO APPROVE A CHANGE IN A PAYMENT IN LIEU OF TAXES AGREEMENT

Dana Sealing Products, LLC

WHEREAS, on July 30, 2019, in resolution #4-07R-19, the Henry County Board of Commissioners (“Commission”) approved a payment in lieu of taxes (“PILOT”) at the request of Dana Sealing Products, LLC (“Dana”), pursuant to and in accordance with the provisions of Tennessee Code Annotated §§ 7-53-101 *et seq.*, as amended (the “Act”) to be entered into by and between Dana and The Industrial Development Board of the City of Paris, Tennessee (“IDB Board”); and

WHEREAS, on April 19, 2021, in Resolution #7-4-21, the Henry County Board of Commissioners (“Commission”) approved the purchase certain industrial equipment from Dana in an aggregate amount not to exceed \$13,500,000.00 to be used on Dana’s site in Henry County, and then lease the equipment back to Dana, having the effect of abating ad valorem property taxes on the industrial equipment for a period of seven (7) years; provided, however, that combined full-time employment by Dana and any of its related or affiliated entities located at the same site be maintained at 552 jobs during the lease term, with an option for the IDB Board to modify or terminate the lease with Dana if this full time employment requirement is not met; and

WHEREAS, on January 23, 2023, in Resolution #6-1-23, the Henry County Board of Commissioners (“Commission”) approved the purchase certain industrial equipment from Dana in an aggregate amount not to exceed \$15,500,000 to be used on Dana’s site in Henry County, and then lease the equipment back to Dana, having the effect of abating ad valorem property taxes on the industrial equipment for a period of seven (7) years; provided, however, that combined full-time employment by Dana and any of its related or affiliated entities located at the same site be maintained at 552 jobs during the lease term, with an option for the IDB Board to modify or terminate the lease with Dana if this full time employment requirement is not met; and

WHEREAS, the IDB Board has received the request of Dana, based upon the actual cost of the capital investment in industrial equipment over the next several years, to increase the aggregate total amount of such equipment purchases by the IDB Board to \$32,500,000; and

WHEREAS, consummation of the transaction herein contemplated is in the best interest of the citizens of Henry County, Tennessee, as it will keep, maintain, and expand employment opportunities and will thereby promote industry, trade, commerce and housing construction in Henry County, Tennessee, thereby furthering the public purpose in accordance with Act.

NOW, THEREFORE, IT IS HEREBY RESOLVED by Henry County, Tennessee, as follows:

1. The IDB Board is hereby authorized pursuant to and in accordance with the Act, to enter into an amended PILOT Incentive transaction with Dana, under the terms and conditions that Dana will sell or otherwise transfer to the IDB Board industrial equipment used at its site at fair market value in an amount not to exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000), and the IDB Board shall lease or otherwise grant to Dana the use of the industrial equipment.
2. The IDB Board is further authorized to enter into an amended PILOT Incentive transaction authorized by the Act, having the effect of abating ad valorem property taxes on the contemplated industrial equipment for a period of seven (7) years; provided, however, that combined full-time employment by Dana and any of its related or affiliated entities located at the same site be maintained at 552 jobs during the lease term, with an option for the IDB Board to modify or terminate the lease with Dana if this full time employment requirement is not met.
3. To the extent otherwise required under the law, The Industrial Development Board of the City of Paris, Tennessee, has the required authority to act on behalf of Henry County, Tennessee to implement the PILOT incentive transaction described above, and the Commission hereby ratifies any actions heretofore taken to implement said transaction.

BE IT FINALLY RESOLVED that a true copy of the Resolution be spread

upon the Commission record, this the 1st day of April, 2024.

PASSED

4-1-24



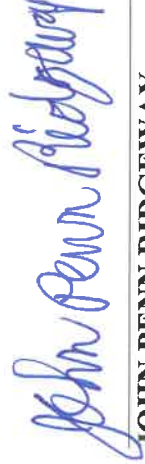
**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED

4-1-24



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

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

Commissioner Starks made a motion to approve Resolution 4-3-24, to rescind Resolution No. 5-8-07 and approve a \$200 per year fee charged to Registered Sex Offenders as provided by Tennessee Code Annotated 40-39-204(b) and 40-39-217(a). The motion was seconded by Commissioner Wade.
 ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL	X							
STARKS, MONTE			X		X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				13			

MOTION CARRIED

DATE: 4-1-24

RESOLUTION NO. 4-3-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO RESCIND RESOLUTION NO. 5-8-07 AND APPROVE A \$200 PER YEAR FEE CHARGED TO REGISTERED SEX OFFENDERS AS PROVIDED BY

TENNESSEE CODE ANNOTATED § 40-39-204(b) and § 40-39-217(a)

WHEREAS, Resolution No. 5-8-07 was previously approved by the Henry County Commission to allow a yearly fee of one hundred dollars (\$100.00) charged to registered sex offenders as provided by T.C.A. § 40-39-204; and

WHEREAS, T.C.A. § 40-39-204(b) now provides that designated law enforcement agencies which have registered sex offenders report quarterly or yearly shall collect from the sex offenders a one hundred fifty dollar (\$150.00) yearly fee for administrative costs, one hundred dollars (\$100.00) of which shall be retained by the designated law enforcement to defray costs, and fifty dollars (\$50.00) shall be submitted by the registering agency to the TBI for other expenses incurred; and

WHEREAS, According to T.C.A. § 40-39-217, the legislative body of any county government may enact a notification fee of not more than fifty dollars (\$50.00) per year from each registered sex offender in the county for the purpose of defraying the costs of the community notification system; and

WHEREAS, According to T.C.A. § 40-39-217(a), one receipt may be issued for the entire two hundred dollars (\$200.00) which includes both the one hundred-fifty dollar (\$150.00) administrative fee collected pursuant to § 40-39-204(b) and the fifty-dollar (\$50.00) fee for the community notification system; and

WHEREAS, the Henry County Sheriff's Office is an agency that has sex offenders report at designated times during each year; and

WHEREAS, the Henry County Sheriff's Office will collect from each registered sex offender \$200 per year for administrative costs; and

WHEREAS, for violent sex offenders, the fee will be collected once a year during one of their quarterly report dates; and

WHEREAS, for non-violent sex offenders, the fee will be collected once a year on their once-a-year report date; and

WHEREAS, offenders who reside in nursing homes and assisted living facilities and offenders committed to mental health institutions or continuously confined to home or health care facilities due to mental and/or physical disabilities are exempt from paying the administrative costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 1st day of April, 2024, does approve that the Henry County Sheriff's Office shall collect a \$200 fee from registered sex offenders yearly as stated above as provided in Tennessee Code Annotated § 40-39-204(b), § 40-39-217, and § 40-39-217(a).

BE IT FURTHER RESOLVED that sex offenders with disabilities or confined to nursing homes or other institutions be excused from paying the fee as stated above.

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


PASSED 4-1-24



JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK



JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR

APPROVED 4-1-24



Tennessee Bureau of Investigation
Sexual Offender / Violent Sexual Offender / Violent Juvenile Sexual Offender
Instructions Form

Offender's Printed Name _____ Offender's TOMIS / SO # _____ Date Form Completed _____

Section 1 – Requirements of the Program

The Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification, and Tracking Act Of 2004 was established in T.C.A., 40-39-201 et.seq. and became effective August 1, 2004. All persons who meet the criteria listed below and who live, work, establish a physical presence, attend school, or fit any other criteria set out in the statute in Tennessee must register with Tennessee's Sexual Offender / Violent Sexual Offender / Violent Juvenile Sexual Offender Registration, Verification and Tracking System (SOR).

Definitions:

Sexual Offender: Under 40-39-202, "Sexual Offender" means a person who has been convicted in this state of committing a sexual offense as defined in subdivision (20), or its equivalent in another jurisdiction; or has another qualifying conviction as defined in 40-39-203 (a)(2).

Offender Against Children: Under 40-39-202, "Offender Against Children" is a sexual offender, violent sexual offender or violent juvenile sexual offender whose victim(s) is/are under the age of thirteen (13).

Violent Sexual Offender: Under 40-39-202, "Violent Sexual Offender" means a person who has been convicted in this state of committing a "violent sexual offense", as defined in subdivision (31), or its equivalent in another jurisdiction; or has another qualifying conviction, as defined in 40-39-203 (a)(2).

Violent Juvenile Sexual Offender: Under 40-39-202, "Violent Juvenile Sexual Offender" means a person who has been adjudicated delinquent in this state for any act that constitutes a "violent juvenile sexual offense", as defined in subdivision (29), provided, that the person is at least fourteen (14) years of age but less than eighteen (18) years of age at the time the act is committed; or has another qualifying adjudication or conviction, as defined in 40-39-203(a)(2).

Any sexual offender, violent sexual offender or violent juvenile sexual offender who meets any of the conditions above must register or report with the TN SOR as follows:

1. An offender who is incarcerated in a state, federal, or private penal facility shall, both within 48 hours of arrival and 48 hours prior to release, register or report in person with the warden or warden's designee by completing and signing a TBI Registration Form under the penalty of perjury; or
2. An offender who is incarcerated in a local jail shall, both within 48 hours of arrival and 48 hours prior to release, register or report in person with the sheriff or sheriff's designee by completing and signing a TBI Registration Form under the penalty of perjury; or
3. An offender from another state, jurisdiction, or country who has established a primary or secondary residence in TN, or has established a physical presence at a particular location in TN, shall within 48 hours of establishing such residency or presence, register or report in person with the Police Department (PD) if the primary residence is within city limits or with the Sheriff's Office (SO) if the residence is outside city limits, by completing and signing a TBI Registration Form under the penalty of perjury; or
4. An offender from another state, jurisdiction, or country, who is not a resident of TN, shall, within 48 hours of employment in TN, or commencing practice of a vocation in TN, register or report in person with the PD if the place of employment is within city limits, or with the SO if the place of employment is outside city limits, by completing and signing a TBI Registration Form under the penalty of perjury; or
5. An offender from another state, jurisdiction, or country, who is not a resident of TN, shall, within 48 hours of becoming a student in TN, register or report in person with the law enforcement agency of the institution of higher education or the designated law enforcement agency with jurisdiction over the campus by completing and signing a TBI Registration Form under the penalty of perjury; or
6. An offender from another state, jurisdiction, or country who becomes a resident of TN pursuant to the Interstate Compact Act shall register or report within 48 hours of entering the state in person with the Board of Probation and Parole (Board) by completing and signing a TBI Registration Form under the penalty of perjury, in addition to the requirements of the Interstate Compact Act and the specialized conditions for sex offenders from the Board; or
7. Offenders who do not maintain either a primary or secondary residence shall be considered homeless. Homeless offenders are subject to the registration requirements for the SOR and shall register or report with the appropriate law enforcement agency or BOPP monthly by completing and signing a TBI Registration Form under the penalty of perjury; or
8. If an offender is released or discharged from a nursing home, assisted living facility, mental health institution or is no longer continuously confined to home or a health care facility due to mental or physical disabilities, the offender shall, within forty-eight (48) hours, register or report in person with the designated law enforcement agency, completing and signing a TBI registration form, under the penalty of perjury, pursuant to 39-16-702(b)(3). If the offender has previously registered prior to such release or discharge, the offender shall, within forty-eight (48) hours, report in person to the designated law enforcement agency and update all information pursuant to this section; or

9. Any offender who enters a plea of guilty (any date) or is adjudicated delinquent in this state to a qualifying offense shall register or report in person with the designated law enforcement agency, by completing and signing a TBI Registration Form under the penalty of perjury; or
10. Any offender who enters a plea of guilty or is adjudicated delinquent in any other state to a qualifying offense and who establishes sufficient contact with the state of Tennessee shall register or report in person with the designated law enforcement agency, by completing and signing a TBI Registration Form under the penalty of perjury; or
11. Any offender who is required to register or report as any type of sexual offender in another jurisdiction prior to his or her presence in this state, shall register or report in person with the designated law enforcement agency, by completing and signing a TBI Registration Form under the penalty of perjury; or
12. An offender, after being released from probation or parole, or from a local, state, or federal jail or a private penal institution, shall, within 48 hours after release, register or report in person with the designated law enforcement agency, by completing and signing a TBI Registration Form under the penalty of perjury unless the place of incarceration is also the person's registering agency. That law enforcement agency will then become the offender's registering/reporting agency; or
13. An offender who is housed in a halfway house or any other facility as an alternative to incarceration where unsupervised contact is permitted outside of the facility shall register or report in person with the designated law enforcement agency, by completing and signing a TBI Registration Form under the penalty of perjury.

TBI Registration Form: The registration form shall be transmitted electronically or printed from the SOR by the registering agency after the offender is asked in person to provide the requested information. In some cases when the SOR Database system is temporarily inoperable, the offender or agency shall manually complete the registration form in person at the registering agency, and the registering agency shall enter the information into the SOR within twelve (12) hours. In cases of offenders adjudicated delinquent for qualifying offenses in Tennessee, the juvenile court shall manually complete the registration form with the offender in person and transmit it to TBI, who shall enter the information into the SOR. In cases of juvenile adjudications from other states where the offender's contact with Tennessee requires registration, the registering agency shall manually complete the registration form with the offender in person and transmit it to TBI, who shall enter the information into the SOR.

Registering and Reporting Requirements for Offenders:

Under 40-39-204, after the offender has registered with the SOR, the offender shall report in person to the designated law enforcement agency as follows:

- (1) Sexual offenders shall report once a year within 7 days before and 7 days after the offender's birthday, and pay an administrative fee of \$150. Offenders whose initial registration occurs after the annual reporting period shall be required to pay the administrative costs at the time of the initial registration. Offenders may also be required to pay an additional fee of up to \$50.00 as imposed by county/city governing bodies pursuant to 40-39-217.
- (2) Violent sexual offenders shall report in person during the months of March, June, September, and December of each calendar year, to the designated law enforcement agency, on a date established by such agency, and shall pay their administrative fee of \$150 at the time of the violent offender's initial registration or initial reporting date for the calendar year. Offenders may also be required to pay an additional fee of up to \$50.00 as imposed by county/city governing bodies pursuant to 40-39-217.
- (3) Violent juvenile sexual offenders shall report in person during the months of March, June, September, and December of each calendar year, to the designated law enforcement agency, on a date established by such agency. Upon reaching the age of eighteen (18) violent juvenile sexual offenders shall pay their administrative fee of \$150 at the time of the violent offender's initial registration or initial reporting date for the calendar year. Offenders may also be required to pay an additional fee of up to \$50.00 as imposed by county/city governing bodies pursuant to 40-39-217.
- (4) Homeless offenders shall report monthly.
- (5) All offenders shall report to the designated law enforcement agency at least twenty-one (21) days before traveling out of the country; provided, that offenders who travel out of the country frequently for work or other legitimate purpose, with the written approval of the designated law enforcement agency, and offenders who travel out of the country for emergency situations shall report to the designated law enforcement agency at least twenty-four (24) hours before traveling out of the country.

Under 40-39-203, within 48 hours of establishing or changing a primary or secondary residence, establishing a physical presence at a particular location, or becoming employed or practicing a vocation or becoming a student in this state, offenders shall register or report in person to the designated law enforcement agency. Under 40-39-203, within 48 hours of a material change in their employment or vocational status, the offender shall report the change to the person's registering agency. For a change in employment or vocational status to be considered a material one, it must remain in effect for five (5) consecutive days or more.

Under 40-39-203, within 48 hours of a change of any other information given to the registering agency by the offender that is contained on the registration form, the offender must report the change to the registering agency. This includes, but is not limited to, changes in the offender's primary or secondary residences, mailing address, vehicle descriptions, vehicle information numbers, and license tag numbers (this includes both vehicles used or owned by an offender), the complete listing of the offender's electronic mail address information, including usernames, any social media accounts the offender uses or intends to use, instant message, other internet communication platforms or devices, and the offender's username, screen name, or other method by which the offender accesses these accounts or websites, minors residing in the primary or secondary residence, complete name and all aliases, including, but not limited to, any names that the offender may have had or currently has by reason of marriage or otherwise, including pseudonyms and ethnic or tribal names, copies of all passport and immigration documents, professional licensing information that authorizes an offender to engage in an occupation or carry out a trade or business, and any other registration, verification and tracking information contained on the registration form.

If the offender's DNA sample has not already been collected pursuant to 40-35-321 or any other law and received by the TBI, the offender's DNA sample shall be taken by the registering agency and sent to the TBI.

