

## CONTRACT FOR SALE OF SURPLUS PROPERTY

This Contract is made on this the \_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), between the Lincoln County Board of Education ("LCBE") and \_\_\_\_\_ whose address is \_\_\_\_\_ (the "Purchaser").

### RECITALS

- A. LCBE is the owner of the property as more particularly described in Exhibit A hereto and incorporated herein by reference (the "Property").
- B. The Property has been offered for sale by sealed bids.
- C. LCBE has declared the Property and all other improvements on the Property to be surplus to the needs of LCBE.
- D. The sale and conveyance of the Property has been approved by LCBE on the \_\_\_ day of \_\_\_\_\_, 2022.
- E. Purchaser is the successful bidder for the Property pursuant to the sealed bid auction held by the LCBE on the 20<sup>th</sup> day of October, 2022 (the "Auction Sale").
- F. The terms and conditions of the Auction Sale require the Purchaser to execute and return this Contract to the LCBE within five (5) days from the date of the bid opening.
- H. LCBE and Purchaser wish to confirm their agreement to sell, convey, purchase and accept the Property according to the terms and conditions as more fully set forth below.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

### SECTION ONE. AGREEMENT TO SELL

LCBE shall sell and convey to Purchaser, and Purchaser shall buy and accept from County, all of the Property.

### SECTION TWO. PURCHASE PRICE

The Purchaser shall pay the LCBE, as and for the purchase price for the Property the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Purchase Price") in the following manner:

- A. The sum of \$\_\_\_\_\_ paid by bank cashier's check of a duly accredited financial institution with the submission by Purchaser with its bid, which shall be nonrefundable except as may otherwise be provided herein (the "Deposit").
- B. The balance of the Purchase Price in the amount of \$\_\_\_\_\_ shall be paid at the Closing (as defined below) by wire transfer or cashier's check payable to LCBE.

C. The Purchaser acknowledges that other than the requirements set forth in this Contract, this transaction is not contingent upon or subject to the Purchaser taking any action, including obtaining financing to consummate this transaction.

### **SECTION THREE. THE CLOSING**

The consummation of the transaction contemplated by this Contract (the “Closing”) shall take place at the offices of the LCBE located at 909 Main Ave. S., Fayetteville, Tennessee on or before forty-five (45) days from the Effective Date (the “Closing Date”). The following shall take place at the Closing:

A. The LCBE shall execute and deliver to the Purchaser a Special Warranty Deed (the “Deed”) for the Property.

B. The Purchaser shall pay to the LCBE the Purchase Price. The Purchaser will pay all costs and expenses of the closing including any closing fees, all document preparation fees, all recording fees and realty transfer taxes incidental to the conveyance of title, any title examination fees, any title insurance costs and expenses, and any lender fees.

### **SECTION FOUR. CONDITION OF TITLE**

Purchaser is acquiring the Property “AS IS” in its current physical condition without any warranties, express or implied, as to the nature or condition of or title to the Property, including but not limited to the presence or absence of any latent or patent condition on or in the Property or any other matters affecting the Property. Purchaser is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or material furnished by the LCBE or its representatives, whether oral or written, express or implied, of any nature whatsoever. Purchaser shall rely solely upon its own, independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from the LCBE.

### **SECTION FIVE. SURVEY**

LCBE has no survey or plat of the property and will be under no obligation to provide Purchaser with a copy of a survey or plat of the Property.

### **SECTION SIX. POSSESSION**

The LCBE shall deliver possession of the Property to the Purchaser at Closing in the state of condition that it existed as of the date of the Auction Sale. LCBE will endeavor to remove all of its personal property located on the Property by the Closing; however, LCBE will have until \_\_\_\_\_ to remove its personal property. LCBE expressly reserves the real property on which is located the football field and field house and the right to conduct school sporting events in this area for a period of two years from the date of the deed; and at the end of two years, the right to and easement to remove within a

reasonable amount of time all lights, poles, transformers, equipment, scoreboard and any other removable property in the area utilized as the football field.

## **SECTION SEVEN. DISCLAIMER OF WARRANTIES**

A. The Purchaser agrees that the Purchaser is not relying on any representation or warranty of LCBE or any agent, employee, representative, director or officer of the LCBE, and that the Purchaser is buying and accepting the Property "AS IS" subject to all faults and without any expressed or implied warranties of any kind, including, but not limited to (i) materials, workmanship, good and workmanlike construction, design, condition, and habitability; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) MERCHANTABILITY; (iv) environmental condition of the Property; (v) absence of hazardous substances or present or past existence of underground storage tanks; (vi) geological conditions; (vii) existence of wetlands, stream (surface or underground) body of water, flood prone area, flood plain, flood way or special flood hazard, including but not limited to subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past or future earthquakes; (viii) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of the undershoring; (ix) availability of any utilities to the Property or any portion of the Property; (x) zoning to which the Property or any portion of the Property may be subject; (xi) usages of adjoining property; (xii) access to the Property or any portion of the Property; (xiii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to or physical or financial condition of the Property or any portion of the Property or any income, expenses, charges, liens, encumbrances, rights or claims affecting or pertaining to the Property or any part of the Property; (xiv) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building or fire or zoning ordinances, codes or other similar laws; (xv) the presence or absence of natural resource damages; (xvi) the existence or nonexistence of any other matter or condition affecting the stability or integrity of the Property; (xvii) the potential for further development of the Property; (xviii) the existence of vested land use, zoning or building entitlements of the Property; or (xix) tax consequences.

B. The Purchaser declares that it has been provided ample opportunity to examine and investigate the character and quality of the Property and the documentation provided by LCBE relating to the Property and the condition of the Property, as set forth in paragraph A of this Section Seven, before making its bid at the Auction Sale and that the Purchaser has determined (i) that the physical condition of the Property, whether known or unknown, disclosed or undisclosed, is acceptable to the Purchaser, and (ii) that the existence of hazardous substances or environmental conditions at, under or on the Property, whether known or unknown, disclosed or undisclosed, are acceptable to the Purchaser. The Purchaser agrees to indemnify and hold the Releasees harmless from and against all claims of responsibility and liability regarding the condition or utility of the Property. The "Releasees" shall mean the LCBE and the LCBE's

officers, employees, agents, representatives, successors and assigns. In this regard, the Purchaser further acknowledges that any and all information of any type with respect to the Property which the Purchaser has received or may receive from the LCBE or any of its employees or agents was furnished by the LCBE on the express condition that (i) the Purchaser make an independent verification of the accuracy of any and all such information, and (ii) all such information was being furnished without any warranty whatsoever. The Purchaser shall not assert any liability against the LCBE or its agents or employees for furnishing or failing to furnish any such information related to or in connection with the Property or the condition of the Property.

C. Upon Closing, the Purchaser shall also assume the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on, under or at the Property. It is understood and agreed to by the Purchaser that the LCBE shall not be obligated to make any alterations, repairs or improvements to the Property. It is further understood and agreed that the LCBE has no duty and shall have no duty to disclose any condition affecting the Property, whether such condition is apparent or latent, or known or unknown to the Purchaser or the LCBE.

D. The provisions of this Section Seven shall survive the Closing.

#### **SECTION EIGHT. CONDITION OF PROPERTY**

The sale of the Property shall not require the LCBE to (i) make or pay for any repair, replacement, reconstruction or renovation of any improvement or condition situated on or existing at the Property; (ii) demolish, remove or dispose of any improvement or condition existing at the Property; or (iii) abate any hazardous substances or remediate any environmental conditions existing at the Property.

#### **SECTION NINE. ENVIRONMENTAL CONDITIONS**

A. Any required or desired further investigation, delineation, abatement of hazardous substances and remediation of environmental conditions at the Property shall be performed by the Purchaser after the Closing at its sole cost and expense in compliance with, as applicable, all federal, state or local laws, statutes, ordinances, regulations and the like including, but not limited to (to the extent applicable): the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.A. §§ 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C.A §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C.A §§ 2601 et seq.), the Clean Water Act (33 U.S.C.A §§ 1251 et seq.), the Safe Drinking Water Act (42 U.S.C.A §§ 300f et seq.), the Federal Clean Air Act (42 U.S.C.A. §§ 7401 et seq.). The term “hazardous substances” shall mean any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant as defined in the above federal, state or local laws, statutes, ordinances and regulations.

B. The delivery of the Deed pursuant to this Contract shall be deemed to be full performance of LCBE's obligations to abate hazardous substances or remediate environmental conditions at, under or on the Property. The delivery of the Deed by the LCBE to the Purchaser shall further be deemed to be a

complete, unqualified, irrevocable release by the Purchaser of the Releasees, for all time, matters and purposes whatsoever from any responsibility or liability to the Purchaser regarding any and all hazardous substances or environmental conditions that exist at, under or on the Property or arising from offsite activities of any one or more Releasees or any third party, or the condition migrated from or onto the Property and regardless of whether the claim or cause of action is created after this Contract or under common law or federal, state, county or municipal statute, ordinance or regulation, including but not limited to those statutes, ordinances and regulations relating to hazardous substances or wastes and the use, generation, handling storage, disposal or remediation of hazardous substances or wastes, the closure or transfer of ownership of businesses or real property, flood plains, stream encroachment, wetlands and natural resource damages. Such release by the Purchaser of claims, matters or things enumerated in this paragraph, including those matters or claims of which the Purchaser is not aware, shall apply to such claims, causes, matters, transactions, incidents, acts, or omissions, resulting from anything which has happened up to the Closing. The foregoing provisions shall survive the Closing and shall be incorporated into the Deed as a binding covenant from the Purchaser to the Releasees.

C. The covenants made by the Purchaser in this Section Nine are a material part of the consideration for the sale and conveyance of the Property. The Purchaser acknowledges that LCBE, in executing the Deed of the Property, relies upon these covenants by the Purchaser to abate any hazardous materials, remediate environmental conditions and release LCBE from claims. The provisions of this Section Nine shall survive the Closing.

#### **SECTION TEN. RISK OF LOSS**

The risk of loss or damage to the Property or any improvements situated on the Property shall be assumed by LCBE until the Closing, and then the risk of loss will shift to the Purchaser.

#### **SECTION ELEVEN. EMINENT DOMAIN**

If any part of the Property shall have been taken by eminent domain or shall be in the process of being so taken, on the Closing Date, either party shall have the option to terminate this Contract on written notice to the other party. In such event this Contract shall be null and void without any further obligations on behalf of either party except that LCBE shall promptly return the deposit without interest to the Purchaser.

#### **SECTION TWELVE. VIOLATIONS**

A. The Purchaser shall accept the Property subject to all notices of violation of law or municipal ordinances, orders or requirements issued by any governmental agency or authority now or prior to Closing. LCBE shall not be required to repair or otherwise comply with any violations affecting the Property, whether now existing or later occurring.

B. LCBE shall have no obligation to deliver any certificate of occupancy or other like governmental

permit in connection with the sale contemplated in this Contract. If a certificate of occupancy or other like governmental permit is required to transfer the Property or the improvements situated on the Property, the Purchaser shall apply and pay for procuring same. If any governmental agency or authority requires the correction of physical conditions in connection with the issuance of such permit or as a condition of the transfer of the Property or any improvements situated on the Property, the Purchaser shall pay the cost of correcting such conditions. The provisions of this Section Twelve shall survive the Closing.

### **SECTION THIRTEEN. ASSIGNMENT**

This Contract may not be assigned by the Purchaser and any purported assignment shall be void unless agreed to in writing by the LCBE.

### **SECTION FOURTEEN. BROKERAGE**

Each party represents to the other that it did not deal with any real estate broker or salesperson in connection with the sale of the Property. The Purchaser warrants that no person has been employed, directly or indirectly, to solicit or secure this Contract. The Purchaser shall indemnify LCBE and hold it harmless against and with respect to any claim for brokerage or other commissions relative to this Contract or to this transaction. The provisions of this Section Fourteen shall survive the Closing.

### **SECTION FIFTEEN. DAMAGES**

If the Purchaser fails to close title to the Property on the Closing Date for any reason whatsoever (unless this Contract is terminated due to a condemnation), then this Contract shall be deemed to be automatically terminated. In such event and upon written notice to the Purchaser, LCBE shall be entitled to retain the Deposit, as the parties both acknowledge that the amount of damages to the LCBE would be difficult if not impossible to determine, the retention of the Deposit would be just, fair and reasonable and the parties desire to liquidate their damages.

### **SECTION SIXTEEN. NOTICES**

All notices, requests, consents, approvals or other communications under this Contract shall be in writing and given by personal delivery or mailed by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts, addressed as follows:

If to the LCBE:  
909 Main Ave. S., Fayetteville, TN 37334  
Attn. Dr. Bill Heath

If to the Purchaser:

Either party may, by notice given as provided in this Section Sixteen, change its address for all subsequent notices. All notices under this Contract shall be effective upon receipt or first attempted delivery.

#### **SECTION SEVENTEEN. MERGER**

With the exception of the provisions of this Contract which expressly survive Closing, the acceptance of the Deed by the Purchaser shall be deemed to be a full performance by LCBE of and shall discharge the LCBE from all obligations.

#### **SECTION EIGHTEEN. ATTORNEYS' FEES**

Each party shall pay its own attorneys' fees in connection with the transaction addressed by this Contract.

#### **SECTION NINETEEN. NO RECORDING**

The Purchaser shall not record this Contract or a copy or memorandum of this Contract.

#### **SECTION TWENTY. LIMITATION OF LCBE LIABILITY**

The Purchaser agrees that nothing in this Contract shall make LCBE or its employees or agents liable to pay any damages or costs. The measure of liability of LCBE, in any case where liability of the LCBE to the bidder has been established, shall not exceed refund of such portion of the purchase price as received by the LCBE.

#### **SECTION TWENTY-ONE. MISCELLANEOUS PROVISIONS**

The parties further agree as follows:

- A. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, legal representatives, successors and assigns.
- B. This Contract contains the entire contract between the parties and the Property, and supersedes any prior or other agreements, understandings or communications, written or oral.
- C. No modification of this Contract shall be effective unless expressed in a mutually executed written Contract. Any purported modification which is not so expressed in a mutually executed written Contract shall be void.
- D. The inapplicability or unenforceability of any provision of this Contract shall not limit or impair the operation or validity of any other provision of this Contract.
- E. The captions in this Contract are for convenience and reference only and in no way define, limit or

describe the scope or intent of this Contract or affect any of the terms or provisions of this Contract. The parties agree that each party and its legal counsel has reviewed or has had an opportunity to review this Contract and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any construction or interpretation of this Contract.

F. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

G. The Effective Date of this Contract shall be the date on which it is executed by all parties, or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date shall be inserted at the top of the first page of this Contract.

H. This Contract shall be governed by any and all applicable laws of Tennessee, without reference to conflict of laws provisions.

I. The venue for any disputes arising under this transaction shall be the Chancery Court of Lincoln County, Tennessee.

J. By signing below, the Purchaser represents and warrants that it has obtained all requisite power and authority needed to lawfully enter into this Contract and consummate the transactions contemplated in this Contract.

K. The Purchaser represents that it has sufficient funds to pay the Purchase Price and close title to this Property.

The parties have executed this Contract at Lincoln County, Tennessee the day and year first set forth above.

Lincoln County Board of Education

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## EXHIBIT A – Legal Description

The following described real property located in the 8<sup>th</sup> Civil District of Lincoln County, Tennessee, bounded and described as follows:

Certain tracts or parcels of land lying and being situated in the 18<sup>th</sup> Civil District of Lincoln County, Tennessee, bounded and described as follows:

TRACT I: Tax Map 146, Parcel 46

Parcel One

Beginning at an iron pin in the north edge of Tennessee Highway No. 110, same being 25 feet north of the centerline of said highway, and being Luna's corner, also being the southeast corner of tract herein described; thence along the north edge of Tennessee Highway No. 110, South 67\* 20' West, 161.38 feet to an iron pin in the north edge of Tennessee Highway No. 110, same being 25 feet north of the centerline of said highway, and being Blanche High School property's southeast corner, also being the southwest corner of tract herein described; thence leaving Tennessee Highway No. 110, along Blanche High School property's east line, North 8\* 26' West, 333.21 feet to an iron pin, same being Blanche High School property's northeast corner; thence along Blanche High School property's north line, North 89\* 01' West, 585.0 feet to an iron pin in Blanche Cemetery's east line; thence along Blanche Cemetery's east line, North 14\* 01' West, 49.40 feet to an iron pin, same being Billings' southwest corner, and being the northwest corner of tract herein described; thence along Billings' south line, North 89\* 00' East, 804.56 feet to an iron pin in Luna's west line, same being Billings' southeast corner, and being the northeast corner of tract herein described; thence along Luna's west line, South 2\* 07' West, 341.91 feet to the beginning, containing 2.52 acres, more or less, as per survey of James V. Beyer, Surveyor, September 15, 1971.

SOURCE OF TITLE: Deed Book B-8, page 413 in Register's Office of Lincoln County, Tennessee.

Parcel Two

Beginning at a point in the center of the Fort Hampton Road and being the corner o Clardy and Reynolds, and running thence with said road north 63 degrees east 32.6 poles to a stake in said road, thence north ½ degree east 21.7 poles to a stake thence west 35 ½ poles to a stake near the S.E. corner of Blanche cemetery, thence south 9 ½ degrees east 37 poles to the beginning, and containing 6 acres by survey of A.W. Hancock. In addition to the above described 6 acres of land, and for the above consideration we hereby transfer the use of a certain spring on our premises and north of said lot, hereby transferred, and the right of way to said spring from said lot for the purpose of laying a water pipe line to said School lot and sewer pipe line from a septic tank on said school lot to a gully, said Board of Education agreeing to install sewer system in such way as to keep down foul odors. It is

expressly understood that the said L.O. Reynolds shall have the right to connect with said water pipe line to secure water for his dwelling and for other purposes which shall not interfere with the water for the school.

SOURCE OF TITLE: Deed Book A-5, page 177 in Register's Office of Lincoln County, Tennessee.

TRACT II: Tax Map 146, Parcel 44

Beginning at an iron pin on the north margin (25 feet from centerline) of Tennessee Highway 110, said beginning point being 170.5 feet west of the centerline of Blanche Road, the southwest corner of Glass' property and the southeast corner of tract here described; thence along the north margin of said Highway 110, South 87° 42' West, 273.21 feet to an iron pin in the ditch; thence continuing along the north margin of said Highway 110, South 83° 11' West 152.95 feet to an iron pin located 25 feet from centerline of Highway, same being the southeast corner of Lincoln County School Board's property (Blanche School) and the southwest corner of tract here described; thence along the east boundary of School Board's property, North 3° 41' East, 640.02 feet to an iron pin at the corner of a hedge row, the northwest corner of tract here described; thence South 88° 31' East, 357.96 feet to an iron pin at a fence post, the northwest corner of Griffin's property and the northeast corner of tract here described; thence along Griffin's west line, South 1° 44' East, 353.30 feet to an iron pin at a fence post, the southwest corner of Griffin's property; thence along Griffin's south line, South 85° 16' East, 53.74 feet to an iron pin, the northwest corner of Glass' property; thence South 8° 59' West, along Glass' west line, 245.73 feet to the beginning, containing 5.65 acres, more or less. This all according to survey and plat of J. V. Beyer, Surveyor, TRLS #239 dated May 30, 1978, all bearings being referenced to magnetic north.

SOURCE OF TITLE: Deed Book B-9, page 145 in Register's Office of Lincoln County, Tennessee.

LCBE expressly reserves the real property on which is located the football field and field house and the right to conduct school sporting events including participant and spectator parking in this area for a period of two years from the date of the deed; and at the end of two years, the right to and easement to remove within a reasonable amount of time all lights, poles, transformers, equipment, scoreboard and any other removable property in the area utilized as the football field.