



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

### **SPECIAL CALLED BUSINESS MEETING**

**Wednesday, February 1, 2012**

**Council Room – City Hall**

**11:00 am**

#### **Board of Mayor and Aldermen**

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh  
Alderman Benjamin K. Mallicote  
Alderman Mike McIntire

Vice Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

#### **City Administration**

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE TO THE FLAG**
- III. ROLL CALL**
- IV. OTHER BUSINESS**
  1. Consideration of a Resolution Approving the Purchase of Two Properties, Obtaining an Egress/Ingress and Parking Easement and an Additional Easement for Certain Uses and Authorizing the Mayor to Execute Documents Related Thereto (AF: 30-2012)
    - Resolution
- V. CITIZENS' COMMENTS**

**Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.**
- IX. ADJOURN**



AGENDA ACTION FORM

Consideration of a Resolution Approving the Purchase of Two Properties, Obtaining an Egress/Ingress and Parking Easement and an Additional Easement for Certain Uses and Authorizing the Mayor to Execute Documents Related Thereto

To: Board of Mayor and Aldermen  
From: John G. Campbell, City Manager *[Signature]*

Action Form No.: AF-30-2012  
Work Session: N/A  
First Reading: N/A  
Final Adoption: February 1, 2012  
Staff Work By: R. Trent/F. Koder  
Presentation By: J. Campbell

**Recommendation:** Approve the resolution.

**Executive Summary:**

The city has the opportunity to purchase two tracts of property currently owned by the Kingsport Chamber Foundation. These tracts are desirable due to their location for downtown public events and festivals. Along with the purchase the tracts in fee simple, the city will be granted an easement for parking and for ingress and egress to and from the property purchased by Christopher Thomas Bowen and wife, Dawn F. Bowen from the Chamber Foundation in the area shown on the plat as the shared parking area. The city will also be granted an easement to the entire parking area of the property being acquired by the Bowens for use for up to 120 days per year for public events. These easements will permit public parking and use for public events such as concerts and festivals. A copy of the plat showing the shared parking easement is attached. Appraisals of the two tracts were prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures, and the properties appraised for \$360,000.00. The owner of the property, Kingsport Chamber Foundation, is willing to sell the properties to the city for the amount of \$350,000.00. The funding for the purchase has been approved by the board. The designated alderman concurs in the acquisition of this property.

The resolution authorizes purchase of the two tracts for \$350,000.00, authorizes the creation of the shared parking and ingress and egress easement and the easement for use of the entire parking area for up to 120 days for public events, and authorizes the mayor to execute all documents

**Attachments:**

- 1. Resolution
- 2. Map of Subject Properties and Easement
- 3. Copy of Draft of Deed
- 4. Closing Statement
- 5. Map

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING ACQUISITION OF CERTAIN REAL PROPERTY; ACQUISITION OF EASEMENTS FOR INGRESS AND EGRESS AND PARKING; AN EASEMENT OF USE OF THE PARKING AREA FOR A CERTAIN NUMBER OF DAYS; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS TO EFFECTUATE THE ACQUISITION OF THE PROPERTY

WHEREAS, the city has the opportunity to purchase two tracts of property currently owned by the Kingsport Chamber Foundation; and

WHEREAS, ownership by the city of these two tracts are desirable due to their location for downtown public events and festivals; and

WHEREAS, in addition to the purchase the tracts in fee simple, the city will be granted an easement for parking and for ingress and egress to and from the adjacent property purchased by Christopher Thomas Bowen and wife, Dawn F. Bowen from the Chamber Foundation in the area shown on the recorded plat as the "Shared Egress/Ingress & Parking Easement (Hatched Area), Area= 0.28 ac.", and an easement of use of the entire parking area up to 120 days per year for public events; and

WHEREAS, an appraisal of the two tracts show an appraised value of \$360,000.00; and

WHEREAS, the owner is willing to sell the properties to the city for \$350,000.00; and

WHEREAS, funding for the purchase has been approved by the board; and

WHEREAS, the designated alderman concurs in the acquisition of this property.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That board approves the purchase of the hereinafter described property for \$350,000.00, along with an easement for parking and for ingress and egress to and from the property purchased by Christopher Thomas Bowen and wife, Dawn F. Bowen from the Kingsport Chamber Foundation in the area shown on the plat as the shared parking area, and an easement of use of the entire parking area of the property acquired by the Bowens up to 120 days per year for public events.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement, if needed, the closing statement and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Purchase Agreement or this resolution for the acquisition of the fee of property and easements described herein in the amount of \$350,000.00, said property being described as follows:

Parcel 1:

To find the Point of Beginning, begin at an axle at the intersection of the southwesterly right-of-way of East Main Street and the northwesterly right-of-way of Cherokee Street, said point being the POINT OF BEGINNING; thence along said northwesterly right-of-way of Cherokee Street south 34°20'32" west 193.14 feet to an iron rod old in the northeasterly line of CSX Railroad; thence along said line north 55°35'43" west 147.94 feet to an iron rod new; thence with the new divisional line of Kingsport Chamber Foundation property the following three courses: north 34°20'32" east 54.10 feet to a nail in asphalt; thence north 55°36'41" west 18.11 feet to a nail in asphalt; thence north 34°20'32" east 139.00 feet to an iron rod new in the southwesterly right-of-way of East Main Street; thence along said right-of-way south 55°36'41" east 166.05 feet to the Point of Beginning.

Said parcel containing 0.714 acre or 31,086.5 square feet, more or less, and being Tract 1 as shown on plat by Barge Waggoner Sumner & Cannon, Inc., signed by Nelson Elam, R.L.S., Tennessee Registered Surveyor #1642, dated 01/25/12, titled "Final Plat - Tract 1 & 2 Kingsport Chamber Foundation," of record in the Register's Office of Sullivan County at Blountville, Tennessee in Plat Book 53, page 529. The bearings are based on Kingsport Geodetic Reference Network.

AND BEING part of the property conveyed to the Party of the First Part by Deed dated December 9, 1987, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 594C, page 228. Parcel 1 is part of Property Assessor's Tax Map No. 046P, Group F, Parcel 002.00 and all of Parcel 002.30.

Parcel 2:

To find the Point of Beginning, begin at an axle at the intersection of the southwesterly right-of-way of East Main Street and the northwesterly right-of-way of Cherokee Street; thence along said southwesterly right-of-way of East Main Street north 55°36'41" west 429.82 feet to a nail in asphalt, said point being the POINT OF BEGINNING; thence with new divisional line of Kingsport Chamber Foundation property the following three courses: south 34°24'40" west 65.00 feet to a nail in asphalt; thence north 55°36'41" west 20.00 feet to a nail in asphalt; thence south 34°24'40" west 128.01 feet to an iron rod new in the northeasterly line of CSX Railroad; thence along said line north 55°35'43" west 35.00 feet to an iron rod old, corner to Citizens Bank property; thence along the divisional line of Citizens Bank property north 34°24'40" east 193.00 feet to an iron rod old in the southwesterly right-of-way of East Main Street; thence along said right-of-way south 55°36'41" east 55.00 feet to the Point of Beginning.

Said parcel containing 0.185 acre or 8,055.3 square feet, more or less, and being Tract 2A as shown on plat by Barge Waggoner Sumner & Cannon, Inc., signed by Nelson Elam, R.L.S., Tennessee Registered Surveyor #1642, dated 01/25/12, titled "Re-Plat - Tract 2 Kingsport Chamber Foundation," of record in the Register's Office of Sullivan County at Blountville, Tennessee in Plat Book 53, page 530. The bearings are based on Kingsport Geodetic Reference Network.

AND BEING part of the property conveyed to the Party of the First Part by Deed dated December 9, 1987, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 594C, page 228.

There is also conveyed all appurtenant easements and rights, including, without limitation: the easement for parking and for ingress and egress to and from the properties conveyed herein, which are located to the east and west of the property owned by Christopher Thomas Bowen and wife, Dawn F. Bowen, which property is bounded on the north by East Main Street and bounded on the south by the CSX Railroad. The easement area is 65.00 feet in width and is located south of East Main Street as more

specifically shown on a plat prepared by Nelson Elam, RLS # 1642 entitled "Re-Plat - Tract 2 Kingsport Chamber Foundation," dated January 25, 2012, of record in the Register's Office of Sullivan County at Blountville, Tennessee in Plat Book 53, page 530. The easement area is shown on said plat as "Shared Egress/Ingress & Parking Easement (Hatched Area), Area= 0.28 ac."

ADDITIONAL EASEMENT FOR PARKING, ETC.:

There is also conveyed an additional easement for parking on the remainder of the parking lot of the adjacent property located between Parcel 1 and Parcel 2, which property was conveyed to Christopher Thomas Bowen and wife, Dawn F. Bowen, by deed from Grantor, of record in the Register's Office of Sullivan County at Blountville, Tennessee in Deed Book \_\_\_\_, page \_\_\_\_\_. This additional easement for parking shall apply to the remainder of the parking lot of the aforementioned property that is not subject to the foregoing easement as shown on the plat entitled "Re-Plat - Tract 2 Kingsport Chamber Foundation," dated January 25, 2012, of record in the Register's Office of Sullivan County at Blountville, Tennessee in Plat Book 53, page 530, which additional parking area may be used by the City of Kingsport or its assigns for parking for public events and other activities for up to 120 days per calendar year. This easement shall be construed to provide not only the parking of motor vehicles but also the placement of booths for the sale of merchandise or other activities in connection with public events and other festivities promoted or sponsored by the City of Kingsport or its assigns. The City of Kingsport shall provide the owner or owners of the servient tract notice at least ten (10) days prior to its planned use of this easement, but failure to provide notice shall not affect its rights to this easement, which shall continue until terminated by the City of Kingsport. The additional easement for parking as described in this paragraph shall only apply during such time during which the City of Kingsport owns Parcel 1 and/or Parcel 2 conveyed herein and shall not run with the land or benefit any successors or assigns in interest to such property conveyed herein.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Purchase Agreement or for the purchase of the property that do not substantially alter the material provisions of the Purchase Agreement or this resolution and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**THIS INSTRUMENT PREPARED BY:  
Wilson Worley Moore Gamble & Stout, PC  
2021 Meadowview Lane - 2<sup>nd</sup> Floor, P. O. Box 88  
Kingsport, Tennessee 37662**

THIS DEED, made and entered into this the \_\_\_ day of February, 2012, by and between KINGSPORT CHAMBER FOUNDATION, a Tennessee non profit corporation, hereinafter known as the Party of the First Part, and CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the state of Tennessee, hereinafter known as the Party of the Second Part.

W I T N E S S E T H

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Party of the First Part has this day bargained and sold and by these presents does hereby grant, transfer and convey unto the Party of the Second Part, their successors and assigns, with covenants of general warranty of title, the following-described property located in the 11th Civil District of Sullivan County, Tennessee, to-wit:

Parcel 1:

To find the Point of Beginning, begin at an axle at the intersection of the southwesterly right-of-way of East Main Street and the northwesterly right-of-way of Cherokee Street, said point being the POINT OF BEGINNING; thence along said northwesterly right-of-way of Cherokee Street south 34°20'32" west 193.14 feet to an iron rod old in the northeasterly line of CSX Railroad; thence along said line north 55°35'43" west 147.94 feet to an iron rod new; thence with the new divisional line of Kingsport Chamber Foundation property the following three courses: north 34°20'32" east 54.10 feet to a nail in asphalt; thence north 55°36'41" west 18.11 feet to a nail in asphalt; thence north 34°20'32" east 139.00 feet to an iron rod new in the southwesterly right-of-way of East Main Street; thence along said right-of-way south 55°36'41" east 166.05 feet to the Point of Beginning.

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titled "Final Plat - Tract 1 & 2 Kingsport Chamber Foundation," of record in the Register's Office of Sullivan County at Blountville, Tennessee in Plat Book 53, page 529. The bearings are based on Kingsport Geodetic Reference Network.

AND BEING part of the property conveyed to the Party of the First Part by Deed dated December 9, 1987, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 594C, page 228 . Parcel 1 is part of Property Assessor's Tax Map No. 046P, Group F, Parcel 002.00 and all of Parcel 002.30.

Parcel 2:

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ADDITIONAL EASEMENT FOR PARKING, ETC.:

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TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns, in fee simple forever.

The Party of the First Part covenants with the Party of the Second Part, its successors and assigns, that it is lawfully seized and possessed of said property; that it has a good and lawful right to convey the same as herein conveyed; that the said property is free, clear and unencumbered; and that it will forever warrant and defend the title to said property against the good and lawful claims of all persons whomsoever.

This conveyance is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to said

property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

All easements conveyed and/or reserved shall be easements running with the land herein conveyed and the adjacent property owned or formerly owned by the Party of the First Part, unless otherwise provided herein.

Real property taxes assessed against the property conveyed herein for the current 2012 tax year have been prorated and are hereby assumed by the Party of the Second Part.

WITNESS the signature of the Party of the First Part this date and day first above written.

KINGSPORT CHAMBER FOUNDATION

BY: \_\_\_\_\_

MICHAEL O'NEILL

ITS: PRESIDENT

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared MICHAEL O'NEILL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President of **KINGSPORT CHAMBER FOUNDATION**, the within named bargainor, a Tennessee nonprofit corporation and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal this \_\_\_ day of February, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE :  
: ss.  
COUNTY OF SULLIVAN :

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_ which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Name and Address of Property Owner:

City of Kingsport, Tennessee

Name and Address of the Person or Entity Responsible for the Payment of the Real Property Tax:

Same as property owner

Part of Property Assessor's Tax Map No. 046P, Group F, Parcels 002.00 and 002.30

**CLOSING STATEMENT**

SELLER: KINGSFORT CHAMBER FOUNDATION

PURCHASER: CITY OF KINGSFORT, TENNESSEE

PROPERTY: Tracts 1 and 2A as shown on plat recorded in the Register's Office for Sullivan County at Blountville, Tennessee in Plat Book 53, page 530 as more fully described in the deed from Seller to Purchaser; Part of Property Assessor's Tax Map No. 046P, Group F, Parcel 002.00 and all of Parcel 002.30

1. Purchase Price	\$350,000.00
2. Proration of 2012 real property taxes, Sullivan County	(73.34)
3. Proration of 2012 real property taxes, City of Kingsport	<u>(67.81)</u>
TOTAL PURCHASE PRICE	\$350,000.00
LESS PRORATED TAXES	<u>\$ 141.15</u>
	\$349,858.85
LESS AMOUNT PAID BY PURCHASER TO SELLER	<u>\$349,858.85</u>

This Closing Statement serves as a receipt of funds from Purchaser to Seller in exchange for the delivery of a Warranty Deed conveying the property described herein from Seller to Purchaser, receipt of which is hereby acknowledged by the parties.

APPROVED, this \_\_\_\_\_ day of February, 2012

KINGSFORT CHAMBER FOUNDATION:

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

Michael O'Neill

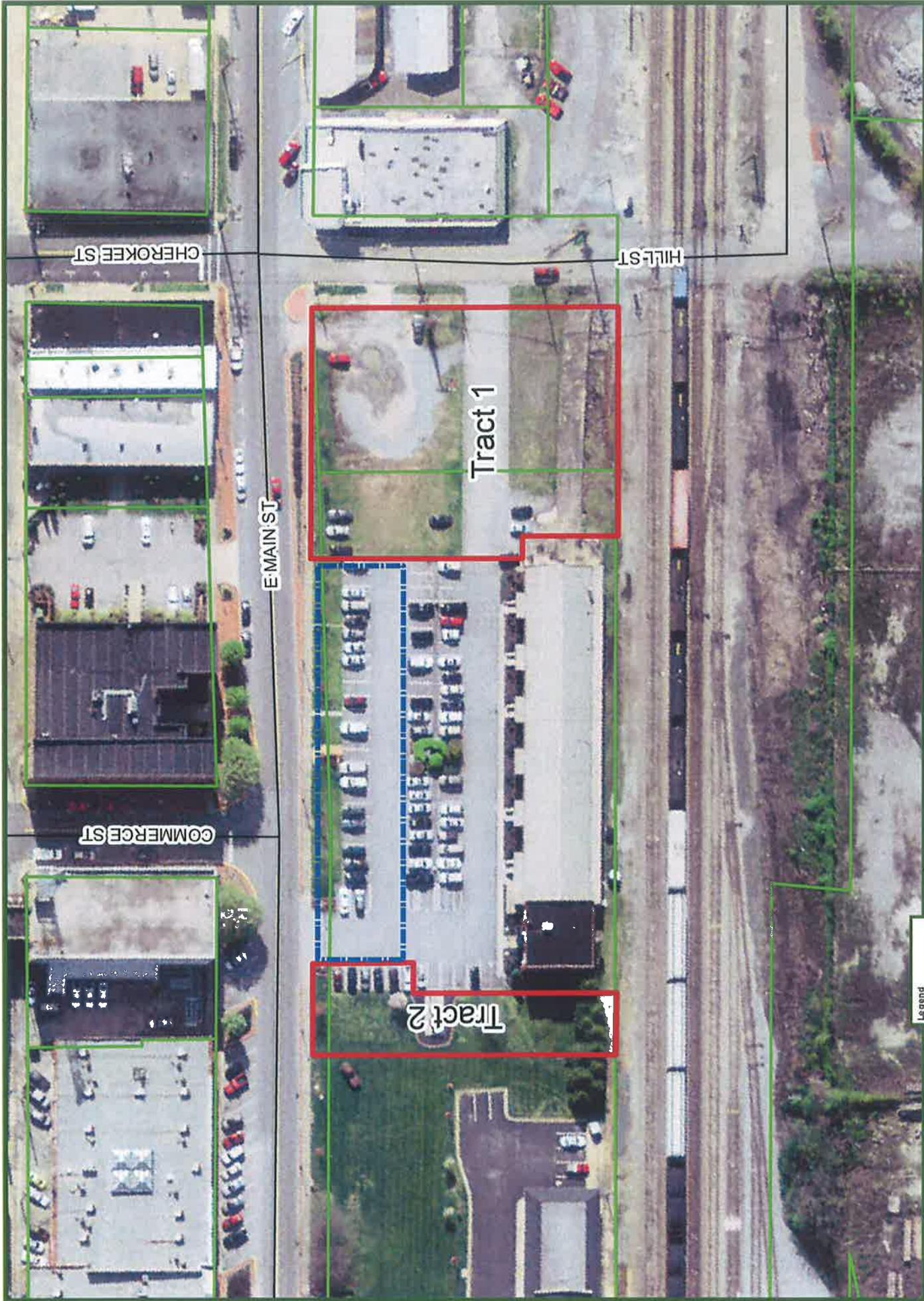
Its: President

CITY OF KINGSFORT, TENNESSEE:

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

Dennis R. Phillips

Its: Mayor



Prepared by the City of Kingsport  
Geographic Information System (G.I.S)  
Date: 12-16-10  
Map File Name: 16662wo8283

Legend

- Parcels (green outline)
- tracts (red outline)
- Streets (black line)

Kingsport,  
Tennessee

