Ordinance No. _____

An ordinance declaring surplus and authorizing the conveyance of a parcel of real property located at 0 W Due West Avenue (Map/Parcel No. 05100016600) (Proposal No. 2020M-009-001).

WHEREAS, the Metropolitan Government owns a certain parcel of real property (the "Property") located at 0 W Due West Avenue (Map/Parcel No. 05100016600); and,

WHEREAS, the Metropolitan Government proposes to sell the Property to Goodpasture Christian School, for Fourteen Thousand Four Hundred Dollars and No/100 ($14,400.00); and,

WHEREAS, the Metropolitan Government has determined that this certain parcel of real property is not needed for any governmental purpose; and,

WHEREAS, it is in the public interest to convey the Metropolitan Government's ownership interest in the Property to Goodpasture Christian School.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Council declares the following parcel of land and improvements, owned in fee simple by the Metropolitan Government, and described in the Exhibit attached hereto and incorporated herein, to be surplus.

Map - Parcel No.	Address - Location	Lot Size	Council District
05100016600	0 W Due West Avenue	0.78 acres	08

Section 2. The Director of Public Property Administration or designee is hereby authorized to convey the Metropolitan Government's interest in the Property to Goodpasture Christian School for the amount agreed between the Metropolitan Government and Goodpasture Christian School.

Section 3. The Director of Public Property Administration or designee is authorized to execute such documents as are customary and necessary to carry out the intent of this ordinance.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Talia Lomax O'Neal

Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Nicki Eke

Assistant Metropolitan Attorney

INTRODUCED BY:

Nancy VanReece

Bob Mendes

Kathleen D Murphy

Member(s) of Council

PURCHASE AND SALE AGREEMENT

Purchase and Sale Agreement (this "**Agreement**") is made and entered into as of the 24th day of June, 2020 between the Metropolitan Government of Nashville and Davidson County ("**Metro**") and Goodpasture Christian School ("Goodpasture") regarding the purchase of certain real property.

W I T N E S S E T H:

WHEREAS, Metro proposes to sell to Goodpasture, and Goodpasture proposes to buy from Metro an approximately 0.78-acre tract of property (the "**Property**"); and

WHEREAS, Metro is the current owner of the parcel of property located at 0 W Due West Ave, Metro Parcel ID No. 05100016600; and

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions concerning the purchase and sale of the Property.

NOW, THEREFORE, in exchange of the mutual promises of the parties as set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) EFFECTIVE DATE. This Agreement shall become effective only after its final approval by the Metropolitan Council and recording with the Metropolitan Clerk (the "**Effective Date**").

2) PURCHASE PRICE. The purchase price payable by Goodpasture for the Property at Closing (as defined below) shall be Fourteen Thousand Four Hundred Dollars ($14,400.00).

3) CLOSING.

a) The Property shall be conveyed by Metro to Goodpasture (the "**Closing**") on an "as is and with all faults" basis on a mutually convenient date not more than 30 days after the Effective Date, subject to reasonable extension by agreement of the parties. The Closing shall occur through the offices of Community Title or a mutually acceptable alternative (the "**Closing Agent**") in an escrow-style closing so that neither party will be required to attend the Closing in person.

b) Metro shall convey its interest in the Property by quitclaim deed substantially in the form of Exhibit 1. In addition to the foregoing, the parties shall execute such other closing documents as reasonably requested by the Closing Agent to

close the intended transaction. The legal descriptions to be attached to the Property Deed will be mutually acceptable to the parties.

c) Goodpasture shall pay all transfer taxes and recording fees to record the Property Deed and the closing fee charged by the Closing Agent. Goodpasture shall also pay its own title insurance expenses and attorneys' fees. Metro shall pay its own if any applicable taxes and recording or attorneys' fees. The parties represent and warrant to each other than no brokers have assisted them with regard to the Closing.

4) **NOTICES.** Notices required hereunder shall be sent by hand delivery, reputable overnight courier service (such as Federal Express or UPS), or via certified U.S. Mail, return receipt requested, and such notices shall be deemed received upon actual receipt by the proper addressee in accordance with this Section 4 or by confirmed attempted delivery to said addressee before 5:00 p.m. local time on weekdays, excluding holidays recognized by the government of the State of Tennessee. Notices given under this Agreement shall be addressed to:

Metro: Director of Law
Metropolitan Courthouse
Suite 108
P.O. Box 196300
Nashville, TN 37219

Goodpasture: Goodpasture Christian School
619 W. Due West Avenue
Madison, TN 37115

5) **ENFORCEMENT; GOVERNING LAW.** If either party fails to perform in accordance with the terms of this Agreement, the other party shall have the right to pursue all available remedies (including, without limitation, an action for damages and/or specific performance). Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Davidson County, Tennessee. This Agreement shall be governed by and interpreted in accordance with the laws of Tennessee.

6) **MODIFICATIONS.** This Agreement may be modified only by a written instrument signed by an authorized representative of both parties.

7) **ADDITIONAL DOCUMENTATION.** Each party shall execute such additional documentation as reasonably may be required to consummate the transactions described

in this Agreement. This obligation shall survive the Closing Date as necessary to comply with the requirements of this Agreement (including, without limitation, by executing

corrective documents post-Closing to conform to the requirements hereof, in each instance without additional payment or conditions other than as set forth in this Agreement).

8) CALCULATION OF TIME. In the event that the final date of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the government of the State of Tennessee, such time period shall be extended to the next available business day.

9) INTERPRETATION. The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

10) TIME OF THE ESSENCE. Time is of the essence of every provision contained in this Agreement.

11) COUNTERPARTS; ELECTRONIC COPIES. This Agreement may be executed in any number of identical counterparts, each of which shall be considered an original, but together shall constitute but one and the same agreement.

[Continued on next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officials as of the date and year first above written.

Metropolitan Government of Nashville and Davidson County

RECOMMENDED:

Talia Lomax Oldneal

Director Public Property Administration

APPROVED AS TO AVIALBILITY OF FUNDS:

Kevin Crumbo

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Nicki Eke

Assistant Metropolitan Attorney

Goodpasture Christian School
619 W. Due West Avenue
Madison, TN 37115

By: Ricky Perry

Ricky Perry
President/CEO Goodpasture Christian School

Waiver/Approval Director of Finance for
Public Property Administration Action

Regarding the property located at 0 W Due West Ave
this form shall serve as notice of the Director of Finance's:

- ☒ Waiver of
- ☐ Approval of

the following actions:

- ☒ Appraisal Order
- ☐ Environmental Assessment Order
- ☐ Acquisition of the above-referenced property on behalf of _____
  _____
- ☐ Negotiation of lease agreement for above-referenced property on behalf of
  _____
- ☐ Disposition of above-referenced property on behalf of _____
  _____
- ☐ Mandatory Referral process

If applicable, please provide a brief explanation for waiver of action: The subject property is bordered by two properties which are owned by the proposed buyer. The subject property consists of 0.78 acres and has been declared surplus by Public Works. An aerial photo of the property is attached as an exhibit for reference. This transaction is similar to a non-buildable back tax lot wherein the tract is sold for the appraised tax value which in this case is $14,400 and is the contract sales price.

Signed as of this 6TH day of AUGUST, 2020.

Kevin Crumbo
Director of Finance

03/15/2019