



**KINGSTON CITY COUNCIL
SPECIAL CALLED MEETING**

**Tuesday, August 23, 2022
5:30 P.M.**

A G E N D A

- 1. Call to Order**
- 2. Invocation and Pledge**
- 3. Roll Call**
- 4. Citizen Comments**
- 5. Proclamations / Resolutions**
 - A. None
- 6. Unfinished Business**
 - A. None
- 7. New Business**
 - A. Consideration to authorize the Mayor to execute a sales contract between the City of Kingston and Robert L. Delaney for the purchase of two tracts of land, 047L-A-001.06 and 047L-A-001.07, in the amount of \$350,000 (with one-half of the purchase to be funded by Roane County)

THIS MEETING IS OPEN TO THE PUBLIC AND WILL BE HELD IN THE CITY COUNCIL ROOM, ON THE 2nd FLOOR OF CITY HALL, AT 900 WATERFORD PLACE IN KINGSTON. IN ADDITION, ALL MEETINGS ARE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV, AND WILL BE POSTED TO YOUTUBE. A LINK TO THE VIDEO WILL BE POSTED TO OUR FACEBOOK PAGE.

CONTRACT FOR SALE

THIS AGREEMENT made and entered into this ____ day of August, 2022, by and between Robert L. Delaney, hereinafter called Seller, and the City of Kingston, Tennessee, hereinafter called Purchaser.

W I T N E S S E T H:

That for and in consideration of the mutual covenants to be kept and performed by the parties, they do agree as follows:

1. The undersigned Purchaser hereby agrees to buy and the Seller agrees to sell, upon the following terms and conditions, the following described property:

TRACT I: TAX ID: 047L-A-001.06

SITUATED, LYING AND BEING in the Third (3rd) Civil District of Roane County, Tennessee, and being more particularly described as follows, to-wit:

BEGINNING at Shacter's southeastern most corner, a point in the center of the old Centers Ferry Road; thence along Shacter's line, North 19 deg. 37 min. East 190.9 feet to an iron pin in the 750 foot contour line of the Watts Bar Reservoir (Clinch River); thence along said contour line of T.V.A. boundary, South 73 deg. 18 min. East 147.5 feet; thence South 44 deg. 15 min. East 157.9 feet; thence leaving the contour line and returning to the center line of said old road, South 26 deg. 52 min. West 44 feet; thence along the center line of said road, North 63 deg. 07 min. West 238.6 feet to the POINT OF BEGINNING, and containing .56 acre, more or less. All shown by a survey of Randy Denton, Tennessee Registered Land Surveyor No. 1152, which survey is dated 7 April 1990.

It is the intention of this conveyance to convey all the land at the location lying between the road right of way and T.V.A. boundary, whether fully described or not.

TRACT II: TAX ID: 047L-A-001.07

SITUATED, LYING AND BEING in the Third (3rd) Civil District of Roane County, Tennessee, and being within the corporate limits of the City of Kingston, and being described as all of Tax Parcel 001.07 on Tax Map 047L, Group A, Control Map 047L, as shown on the records of the Roane County Property Assessor's Office.

SUBJECT to a right of way for Center's Ferry as recorded in Plat Cabinet A, Slide 6(2), in the Register's Office for Roane County, Tennessee.

BEING a portion of the property conveyed to Robert L. Delaney by deeds of record in Book 1615, Page 709, and Book 1616, Page 28, in the Register's Office for Roane County, Tennessee. For further reference, see Book 1333, Page 168, in said Register's Office.

The property shall include the land, and all appurtenant rights, privileges and easements.

2. Purchaser agrees to pay for the said property the sum of Three hundred fifty thousand and no/100 Dollars (\$350,000.00), payable as follows: One thousand and no/100 Dollars (\$1,000.00) deposited with Sellers as earnest money and the balance of Three hundred forty-nine thousand and no/100 Dollars (\$349,000.00) on delivery of the deed.

3. Seller shall furnish a general warranty deed conveying to Purchaser, merchantable title to the property with dower rights, if any, released, subject only to legal highways, subdivision restrictions of record, zoning regulations, and such taxes and assessments as Purchaser is to be responsible for, as provided in Paragraph Four hereof.

4. Purchaser shall be responsible for a pro-rata share of the current years taxes and assessments now of record, becoming due and payable October 1, 2022, and all such taxes and assessments becoming due and payable thereafter. Seller shall pay his pro-rata share in cash to the Purchaser or deduct from the purchase price at the time of closing.

5. The closing date for delivery of the deed and payment of the balance shall be on or before December 1, 2022, at such place as the parties shall mutually agree upon. It is agreed that Purchaser shall have possession of the property at closing.

6. Purchaser has deposited One thousand and no/100 Dollars (\$1,000.00) with the Seller as earnest money to be held and applied to the purchase price and to be refunded to Purchaser only if Seller fails to satisfy, in the time and manner herein provided, any one or more conditions

hereof and to convey merchantable title as provided in Paragraph Three hereof. If Purchaser defaults in completing this contract, Seller shall retain the earnest money.

A. In the event Seller shall fail to comply in all ways with this contract within the time specified, in the event of a default in any one or more of the covenants, representations and/or warranties made by Seller or in the event any one or more of the same shall be or become untrue in any respect whatsoever, or in the event of the failure of Seller to satisfy, in the time and manner herein provided, any one or more conditions hereof, Purchaser shall have the right to terminate this contract by notice to Seller and to have all earnest money refunded, and, in the event of such election by Purchaser, Purchaser is and shall be relieved of all duties and obligations hereunder. Alternatively, Purchaser may choose to exercise the equitable right of specific performance with respect to this agreement.

B. If the Purchaser fails to comply with this contract within the time specified, Seller may claim money damages, but in no event shall these money damages exceed the amount of the earnest money. The parties agree that the damages which may be suffered by Seller may be difficult to ascertain, and therefore agree that as liquidated damages the Seller shall be entitled to receive or retain the earnest money deposit in the event of a default by Purchaser. Seller is aware of the right to enforce this agreement by the equitable right of specific performance; however, Seller specifically waives this right, and waives any claim as to lack of mutuality of this agreement as a result of not having such remedy.

7. This agreement shall be a complete agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, represen-

tations, warranties, or agreements shall not be valid and binding upon the parties unless in writing signed by both parties.

8. In the event it becomes necessary to enforce this agreement through an attorney, or by the institution of litigation or other proceedings, the prevailing party, in addition to all other damages or remedies which may be awarded, shall be entitled to receive all costs incurred by prevailing party in undertaking such action, including court costs, out of pocket expenditures and reasonable attorneys fees.

Any word used in this contract shall be construed to mean either singular or plural as indicated by the number of signatures hereto.

SELLER:

PURCHASER:

CITY OF KINGSTON, TENNESSEE

Robert L. Delaney

by: _____
Its: _____