RUTHERFORD COUNTY SCHOOL DISTRICT 2240 Southpark Drive Murfreesboro, TN 37128

NOVEMBER 6, 2025 5:30 P.M.

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

We will be opening the meeting with a brief moment of silence or prayer and the pledge of allegiance to the United States flag. No one is required to participate or be present for any of these and being in this portion of the meeting is completely voluntary.

Work Session: Tammy Sharp

Board Meeting: Tammy Sharp

3. APPROVAL OF AGENDA

Recommended Motion - to approve the agenda as presented.

4. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: Board Meeting Minutes, October 16, 2025
- **B. Bids**: Bid #3830 -Low Voltage Cabling (Poplar Hill Middle) Bid #3831 Washington DC Trip (Thurman Francis)
- C. Nepotism: Hailey Hughes Sped EA Stewarts Creek Elementary
- **D.** Use of Facilities:

FACILITIES USE 11/6/2025

Fees

Browns Chapel Elementary Stewarts Creek Youth Football and

Cheerleading Association, banquet,

12/6/25, \$130

LaVergne High On Top Athletics, practice, sports

field, 12/15/25 - 12/19/25, \$290 per

day

McFadden Elementary Boro Ballers, basketball practice, gym,

11/1/25 - 2/28/26, \$18 per day (revised from 10/16/25 approval)

Roy Waldron Elementary Villas at Central Park HOA, HOA

meeting, classroom, 11/5/25, \$15

Siegel High Tennessee Soccer Club, college

recruitment seminar, lecture hall,

1/24/25, \$15

Smyrna High Legacy Dance Studio, rehearsal,

auditorium, 1/28/26, \$285

No Fees

Blackman High Smyrna Junior Basketball League,

practice, gym, 11/5/25 - 3/11/26, no

fees

John Coleman Elementary Smyrna Junior Basketball League,

practice, gym, 12/11/25 - 2/20/26, no

fees

LaVergne Middle City of La Vergne, father/daughter

dance, gym, 2/6/26 - 2/7/26, no fees

Oakland High First Baptist Church of Murfreesboro,

stadium & indoor facility, 4/4/26, no

fees, *In-Kind Agreement

Riverdale High CAT Choreography, dance recital,

auditorium, 12/12/25 - 12/14/25, no

fees, *In-Kind Agreement

Rock Springs Elementary Universal Sports League, basketball,

gym, 11/1/25 - 11/21/25, no fees, *In-

Kind Agreement

Siegel High Debbie's School of Dance, recital,

auditorium & classrooms, 12/20/25,

\$375

Siegel High Huntington Learning Center

Murfreesboro, ACT practice test/band fundraiser, classroom, 11/1/25, no fees

Siegel High Learning Zone Siegel, parking,

parking lot, 10/18/25, no fees, **retro

review

Siegel High Rutherford County Archery Club,

tournament, cafeteria, 11/21/25 - 11/22/25, no fees, *In-Kind

Agreement

Wilson Elementary Girl Scouts Troop 1360, meeting,

classroom or cafeteria, 11/6/2025, no

fees

Note: Facility use prior to 10/30/25 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.

E. Non-Faculty Coaches:

NAME	SCHOOL	ACTIVITY/SPORT
Enzor, Cora	Blackman High	Girls Basketball
Curnes, Anna	Central Magnet	Swimming
Curnes, Aima	Central Wagnet	Swimming
James, Maverick	Eagleville School	Baseball
Brunelle, Maurice	Oakland High	Tennis
Bragg, Blake	Riverdale High	Boys Basketball
Newberry, Patsy	Riverdale High	Archery
Beasley, Jacob	Rockvale High	Boys Basketball
Frazier, Terri	Rockvale Middle	Girls Basketball
Roper, Darius	Siegel High	Boys Basketball
Smith, Jacob	Siegel High	Wrestling

Allen, Brianne	Siegel Middle	Softball
Gatlin, Patrick	Siegel Middle	Baseball
Davis, Andrea	Stewarts Creek High	Track
Garrett, Jeremy	Stewarts Creek Middle	Wrestling
Collier, Erykah	Whitworth-Buchanan Middle	Girls Basketball
Minnery, Sean	Whitworth-Buchanan Middle	Archery
Casper, Haylee	LaVergne High	Choir
Wilkes, Gary	Rockvale Middle	Band

F. Salary Supplements and Contract Payments:

Name- Certified	NTE Amt.	School	Funded By	Description
Steve	\$1,000.00	Lavergne	School Funds -	Bus Driver
Carter		High	Various Sports	
		School	& Clubs	
Kevin	\$13,000.00	Oakland	School Funds -	Head Coach
Creasy		High	Football	
		School		
David	\$5,000.00	Oakland	School Funds -	Assistant Coach
Watson		High	Football	
		School		
Ryan Knox	\$3,000.00	Oakland	School Funds -	Assistant Coach
		High	Football	
		School		
Tyler Eady	\$3,000.00	Oakland	School Funds -	Assistant Coach
		High	Football	
		School		
Justin	\$2,500.00	Oakland	School Funds -	Assistant Coach
Roberts		High	Football	
		School		

Josh Conner	\$2,000.00	Oakland High School	School Funds - Football	Assistant Coach
Matt Duncan	\$2,000.00	Oakland High School	School Funds - Football	Assistant Coach
Britt Roberts	\$2,500.00	Oakland High School	School Funds - Football	Assistant Coach
Marcus Bryson	\$3,000.00	Oakland High School	School Funds - Football	Assistant Coach
Eric Vetetoe	\$2,000.00	Oakland High School	School Funds - Football	Assistant Coach
Jason Scharsch	\$1,000.00	Oakland High School	School Funds - Football	Assistant Coach
David Clark	\$500.00	Oakland High School	School Funds - Football	Assistant Coach
Jaleal "Woodi" Washington	\$2,500.00	Oakland High School	School Funds - Football	Assistant Coach
Joe Potillor, Jr	\$750.00	Riverdale High School	School Funds - Football	Gate Worker
John Carey	\$1,000	Rocky Fork Middle School	School Funds - Boys & Girls Basketball	Announcer & Clock (\$500 Boys Bball & \$500 Girls Bball)
Carrie Jerkins	\$600.00	Rocky Fork Middle School	School Funds - Basketball	Book/Score Keeper
Katie Hinkelmann	\$1,500.00	Siegel Middle School	School Funds - Softball	Coaching & Operation Management
Name-non- faculty	NTE Amt.	School	Funded By	Description
Tammy Faulk	\$1,000.00	Christiana Elementary School	School Funds - JR Pro Basketball	Custodial
Lucas Clayton	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games

Adrian	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Sevieri		School	JR Pro Basketball	Games
Owen	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
McClaran	400000	School	JR Pro	Games
			Basketball	
Drake	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Goers	*	School	JR Pro	Games
			Basketball	
Gabe Cole	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
	*	School	JR Pro	Games
			Basketball	
Micah	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Sevieri	400000	School	JR Pro	Games
			Basketball	
Jackson	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Nichols	400000	School	JR Pro	Games
			Basketball	
Benton Fox	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
	400000	School	JR Pro	Games
			Basketball	Guille
James Bega	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
	400000	School	JR Pro	Games
			Basketball	- 332222
Camden	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Cole	*	School	JR Pro	Games
			Basketball	
Jac	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Candlish		School	JR Pro	Games
			Basketball	
Noah	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Marshall		School	JR Pro	Games
			Basketball	
Carter	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Warbritton		School	JR Pro	Games
			Basketball	
Kelton	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Freeze		School	JR Pro	Games
			Basketball	
Jeremiah	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Mooney		School	JR Pro	Games
-			Basketball	
Mason	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Nichols		School	JR Pro	Games
			Basketball	

Barret	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Hudson	φοσοισσ	School	JR Pro	Games
			Basketball	
Josh Sparks	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
	400000	School	JR Pro	Games
			Basketball	
Ridley	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Sheppard	·	School	JR Pro	Games
11			Basketball	
Eliza	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
McClaran	*	School	JR Pro	Games
			Basketball	
Brigham	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
McClaran	φοσοισσ	School	JR Pro	Games
1,10 010,10,11			Basketball	Guille
Grant	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Cooper	400000	School	JR Pro	Games
o sop or			Basketball	
Meah Kate	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Jackson	φοσοισσ	School	JR Pro	Games
			Basketball	Guille
Luke	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Cooper	400000	School	JR Pro	Games
F			Basketball	- 332222
Mallory	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Lawyer	*	School	JR Pro	Games
J			Basketball	
Mary	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Corinne		School	JR Pro	Games
Whitt			Basketball	
Alli Grace	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Jackson		School	JR Pro	Games
			Basketball	
Sophie	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Lamb		School	JR Pro	Games
			Basketball	
Ava	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Armstrong		School	JR Pro	Games
			Basketball	
Ashtyn	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
Walker		School	JR Pro	Games
			Basketball	
Bayli Sutter	\$800.00	Eagleville	School Funds -	Working Jr. Pro Basketball
-		School	JR Pro	Games
			Basketball	

Shyanne Cook	\$800.00	Eagleville School	School Funds - JR Pro	Working Jr. Pro Basketball Games
Payton Gardner	\$800.00	Eagleville School	Basketball School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Alissa Morgan	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Kinni Rose Campbell	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Jovie McCall	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Alex Bolden	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Kenzie Lemmon	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Liza Feise	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Preslee Holland	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Ann Marie Oliver	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Zy Anderson	\$800.00	Eagleville School	School Funds - JR Pro Basketball	Working Jr. Pro Basketball Games
Haylee Casper	\$30 per lesson/\$60 per hour	Lavergne High School	School Funds - Choir	Voice Lessons
JD Gambill	\$1,000.00	Oakland High School	School Funds - Football	Assistant Coach
Gary Wilkes	\$30 per lesson	Rockvale Middle School	School Funds - Band	Teaching Private Lessons/Group Masterclasses
Daniel Torres	\$30 Per Lesson	Rockvale Middle School	School Funds - Band	Teaching Private Lessons/Group Masterclasses

Jessica	\$500.00	Siegel	School Funds -	Coaching
Sager		Middle	Softball	
William	\$50 per class	Smyrna	School Funds -	Percussion Sectionals
Moore		High	Band	
		School		
Classified	NTE Amt.	School	Funded By	Description
Tracy	Classified	Blackman	School Funds -	Bookkeeper
Harris	Overtime Pay	Middle	Basketball	
		School		
Vonce	\$2,500.00	Oakland	School Funds -	Assistant Coach
Henderson		High	Football	
		School		

Recommended Motion – to approve the consent agenda as presented.

5. PUBLIC COMMENTS*

*Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.

6. MIDDLE SCHOOL RE-ZONING (TAB 2)

Discussion

7. FINANCIAL MATTERS (TAB 3)

Fund 141 Budget Amendment

This amendment increases budgeted FY25-26 Fund 141 revenue and expenditures to recognize TISA-on-Behalf Payments. These payments are funds generated for students under TISA, but not issued to the LEA. They are paid directly to the state for specific items such as State portion of Charter School payments, Education Savings Account, Individualized Education Accounts, and Juvenile Detention Centers. TDOE requires LEA's to report these payments in their financial statements and will provide the amounts at year-end. This is a budget neutral amendment and does not provide any net gain or loss to the General Purpose Schools budget. The amount of these budgeted entries is \$4,017,240.

Recommended Motion —to amend the FY25-26 Fund 141 General Purpose School Budget revenue & expenditures to recognize the TISA-on Behalf Payments as presented.

8. PROPERTIES (TAB 4)

I. McFadden Properties. Contracts have been negotiated with the owners of 5 parcels surrounding the existing McFadden school. These parcels can be used for renovations to

McFadden. The contracts have an inspection period of 180 days with two 30 day extensions to provide the Board sufficient time to study, test, and evaluate the properties for possible purchase. The contracts are also contingent upon the County Commission approving funding for the purchase of the Properties.

Recommended Motion – to approve the contracts.

II. Dismukes Property. A property has been identified for a potential school site. A contract has been negotiated for the purchase of a parcel of land consisting of approximately 85 acres in the Blackman area. The contracts have an inspection period of 180 days with two 30 day extensions to provide the Board sufficient time to study, test, and evaluate the properties for possible purchase. The contracts are also contingent upon the County Commission approving funding for the purchase of the Property.

Recommended Motion – to approve the contract.

- 9. DIRECTOR'S UPDATE
- 10. GENERAL DISCUSSION
- 11. ADJOURNMENT



Regular Board

Attendance Taken on 10/16/2025 at 5:27 PM

Katie Darby Present
Claire Maxwell Present
Frances Rosales Present
Tammy Sharp Present
Caleb Tidwell Present
Butch Vaughn Present
Stan Vaught Present

Present: 7, Absent: 0

Dr. Jimmy Sullivan, present

October 16, 2025 at 5:30 PM - Board Meeting Agenda

1. CALL TO ORDER

Agenda Item Type: Procedural Item

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

Agenda Item Type: Procedural Item

Rationale: Work Session: Butch Vaughn

Board Meeting: Butch Vaughn

Discussion: Special prayer for the family of bus driver, James Stern and the family of Crossing

Guard, Jason Smith, during this difficult time.

3. APPROVAL OF THE AGENDA

Agenda Item Type: Action Item

Motion Carried:

Motion to approve the agenda as presented. This motion, made by Katie Darby and seconded by Butch Vaughn, Carried.

Butch Vaughn: Yea
Katie Darby: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Caleb Tidwell: Yea
Claire Maxwell: Yea
Frances Rosales: Yea

4. APPROVAL OF THE CONSENT AGENDA

Agenda Item Type: Action Item

Action(s):

Motion Carried:

Motion to approve the consent agenda. This motion, made by Butch Vaughn and seconded by Caleb Tidwell, Carried.

Stan Vaught: Yea
Frances Rosales: Yea
Katie Darby: Yea
Claire Maxwell: Yea
Caleb Tidwell: Yea
Butch Vaughn: Yea
Tammy Sharp: Yea

4.A. Minutes:

Agenda Item Type: Consent Item

4.B. **Bids**:

Agenda Item Type: Consent Item

Rationale: Bid #3832 â€" Stripping and Sealcoat Services

Request to Purchase a golf cart (LHS)

4.C. Use of Facilities:

Barfield Elementary

McFadden Elementary

Agenda Item Type: Consent Item

USE OF FACILITIES

10/16/2025

Church of God Assembly, services, cafeteria,

10/18/25 - 10/18/26, \$18 per hour

Boro Ballers, basketball practice, gym, 11/1/25 -

2/28/26, \$290 per day

Middle Tennessee Christian School, swim clinic,

swimming pool, 10/19/25, \$145.

Oakland High

Oakland Junior Patriots, football games,

stadium/track, 10/17/25 - 11/18/25, \$115 per

hour

Prep Network LLC, football combine,

Oakland High stadium/track, 4/11/26, \$460

Dance Classics, recital, band & choir rooms &

auditorium, 6/4/26 - 6/6/26, \$945

The Dancer's School, performance,

classrooms & auditorium, 6/3/26 - 6/6/26, \$1440

North Rutherford Soccer/Stones River FC,

Smyrna High football & soccer field, 11/8/25 - 11/9/25, \$1160

Scouting America BSA, sign-up night, cafeteria,

Walter Hill Elementary 10/23/25, \$36

NO FEES

Oakland High

Oakland Middle

Blackman High

Buchanan Elementary

Eagleville School

Rockvale High

Siegel High

Blackman Wrestling Club, practice, gym,

10/17/25 - 3/14/25, no fees

Girl Scouts, meetings, cafeteria, 10/17/25 -

5/19/26, no fees

Farm & Forge Club, track speed training, track,

10/17/25 - 5/31/26, no fees, *In-Kind Agreement

Timberwolf Archery Team, tournament, gym,

1/2/26 - 1/3/26, no fees, *In-Kind Agreement

Stewarts Creek Wrestling Club, practices & tournaments, gym & cafeteria, 10/27/25 -

Stewarts Creek Middle 2/26/26, no fees, *In-Kind Agreement

Proportions Note: Facility was prior to 10/16/25 has been granted panding Board and

Description: Note: Facility use prior to 10/16/25 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**?

4.D. Non-Faculty Volunteer Coaches:

Agenda Item Type: Consent Item

NAME	SCHOOL	SPORTS/ACTIVITY
Clark, Dustin	Blackman High	Track
Doss, Cedric	Blackman High	Track
Jones, Andrea	Blackman High	Girls Wrestling
Willis, Cassandra	Blackman Middle	Track
Jones, Benjamin	Central Magnet	MS Boys Soccer

LaPointe, Gregory Central Magnet HS Girls Basketball

Summar, Brian Central Magnet Baseball Ward, Sydney Central Magnet Swimming

Whitt, Brandon Eagleville High & Middle Softball

Kinderknecht, Simon Oakland High Lacrosse
Wolff, Natalie Riverdale High Archery
Dozier, Lee Rockvale Middle Archery

Newman, Destiny Rockvale Middle Girls Basketball

Brown, Damien Siegel Middle Basketball
Sager, Jessica Siegel Middle Softball
Ward, Zach Siegel Middle Wrestling

Matthews, Demond Smyrna Middle Boys Basketball Matthews, Shannon Smyrna Middle Boys Basketball

Merryman, Jesse Stewarts Creek High Track

Moore, Austin Stewarts Creek High Boys Basketball Gray, Talea Whitworth-Buchanan Girls Basketball

Averill, Justin Oakland High School Band Sullivan, Eric Siegel High School Band Chantler, Lily Rock Spring Middle Band Quallo, Jovan Rock Springs Middle Band Sampson, Harrison Rock Springs Middle Band

4.E. Salary Supplements and Contract Payments:

Agenda Item Type: Consent Item

Name-Certified	NTE Amt.	School	Funded By	Description
Quentin Mastin	\$5,000.00	Blackman Middle	School Funds - Various Sports	Field Maintenance
Stephanie Renfroe	\$1,153.30	Christiana Middle	School Funds - Volleyball	Asst. Coach
Ruth Logsdon	\$100.00	Christiana Middle	School Funds - Golf	Asst. Coach
Brandon Bassham	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Richard Bolden	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Michelle Delk	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Deanna Freise	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball

Blake Hill	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Gordon Mac Jones	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Kara Leathers	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Chris Lynch	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Emily Marshall	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Michael McClaran	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Davy McClaran	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Leigh Ann Nichols	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Joey Reed	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Sara Rzemieniewski	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Darren Shanks	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Jennifer Snell	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Joseph Wilson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Samantha Jackson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Brett Jackson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Alan Pepper	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Gordon James	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
David Tollett	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Mary Tollett	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
William Epps IV	\$800.00	Lavergne Middle	School Funds - Football/Basketball	Announcer & Scorekeeper
Albert Kennedy	\$7,500.00	Oakland High	School Funds - Admin Other Expense	Additional Supervision for Admin

Caitlyn McCrary	\$1,800.00	Riverdale High	School Funds - Softball Booster	Asst. Coach
Roshanda Fleming	\$1,500.00	Riverdale High	School Funds - Softball Booster	Asst. Coach
Jacob Wulf	\$3,500.00	Rockvale High	School Funds - Culinary	Catering
Selina Walker	\$1,500.00	Stewarts Creek Middle	School Funds - Volleyball	Asst. Coach
Orion Smith	\$150.00	Whitworth Buchanan Middle	School Funds - Baseball	Aerate Baseball Field
Name-Non- Faculty	NTE Amt.	School	Funded By	Description
Charles Hedrick	\$500.00	Christiana Middle School	School Funds - Baseball	Assisting head coach with baseball team
Thatcher Barnes	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Keydon Bassham	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Koltt Bassham	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Alexandria Bolden	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Jac Candlish	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Anthony Candlish	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Cooper Duke	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Adam Duke	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Christian Edmondson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Hayden Edmondson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Mike Edmondson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Annesley Frazier	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Trevor Griffin	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball

Greg Logan	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Eliza McClaran	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Hayden McMahon	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Karah McMahon	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Bryce Messer	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Luke Parish	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Bobby Snell	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Kevin Snell	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Lizzy Thompson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Meah Thompson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Austin Kee	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Cason Lamb	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Noah Lilly	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
CJ Goers	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Drake Goers	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Isabella Sawyer	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Shelbie Mooneyham	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Owen McClaran	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Micah Harris	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Mallory Williams	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Sydney Williams	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball

	1.			
Grey Barker	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Rhett Deaton	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Henry Deaton	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
David Deaton	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Jordan Reed	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Camden Cole	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Gabe Cole	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Tim Cole	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Jackson Nichols	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Mason Nichols	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Sarah Marshall	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Noah Marshall	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Jeremiah	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
Mooney		School	Pro Basketball	Basketball
Carrington	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
Creasy		School	Pro Basketball	Basketball
Brayden	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
Shockey		School	Pro Basketball	Basketball
Tanner Shockey	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
•		School	Pro Basketball	Basketball
Carter	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
Warbritton		School	Pro Basketball	Basketball
Riley Warbritton	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
•		School	Pro Basketball	Basketball
Jeff Warbritton	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
		School	Pro Basketball	Basketball
Bobby Leathers	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
•		School	Pro Basketball	Basketball
Holt Gillespie	\$2,000.00	Eagleville	School Funds - JR	Referee for Junior Pro
1	'	School	Pro Basketball	Basketball

Shawn Futtrell	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Benton Fox	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Greg Fox	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Justin Granstaff	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Brady Burns	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Madi Marsh	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Jake Wood	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Ben Wood	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Cate Darnell	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Noah Miller	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Drake Rzemieniewski	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Carter Blair	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Ryan Freeze	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Kelton Freeze	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Jules Weese	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Micah Sevieri	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Adrian Sevieri	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Jason Oliver	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Alli Grace Jackson	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Sophie Lamb	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball
Bayli Sutter	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball

Kason Puffer	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Samantha Garner	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Lansden Todd	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Sawyer Evans	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Reece Martin	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Kaley Walker	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Julia Stuible	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Derek Lee	\$2,000.00	Eagleville School	School Funds - JR Pro Basketball	Referee for Junior Pro Basketball		
Valentina Balzan	\$1,000.00	Eagleville School	School Funds - Jr Pro Soccer	Referee for Junior Pro Soccer		
Rafael Albuquerque	\$1,000.00	Eagleville School	School Funds - Jr Pro Soccer	Referee for Junior Pro Soccer		
Miguel Ochoa	\$1,000.00	Eagleville School	School Funds - Jr Pro Soccer	Referee for Junior Pro Soccer		
Larry Ochoa	\$1,000.00	Eagleville School	School Funds - Jr Pro Soccer	Referee for Junior Pro Soccer		
Tahj Hughes	\$750.00	Oakland Middle	School Funds - Football	Helping to Coach Football		
Xavier Myers	\$650.00	Oakland Middle	School Funds - Football	Helping to Coach Football		
Ralph Metcalf	\$2,000.00	Riverdale High	School Funds - Track & Field	Conditioning & Training		
Lily Chantler	\$1,200.00	Rock Springs Middle	School Funds - Band	Private Oboe Lessons		
Jovan Quallo	\$35 half lesson/\$70 full lesson	Rock Springs Middle	School Funds - Music/Band	Individual music tutoring/instruction		
Tommy Bogle	\$3,800.00	Rock Springs Middle	School Funds - Baseball	All things Baseball & Mowing Fields		
Harrison Sampson	\$1,200.00	Rock Springs Middle	School Funds - Band	Bassoon lessons		

Destiny Newman	\$2,000.00	Rockvale Middle	School Funds - Basketball	Assistant Coach
Eric Sullivan	\$25 per lesson	Siegel High	Siegel HS Band Booster	Lessons Instruction
Jessica Sager	\$500.00	Siegel Middle	School Funds - Softball	Coaching
Emma Crecelius	\$4,600.00	Stewarts Creek High	School Funds - Dance	Assistant Dance Coach/Choreographer
Temporary NFS	NTE Amt.	School	Funded By	Description
Mary Braschler	\$1,800.00	Siegel High	School Funds - Chorus	Pianist
Hal Dees Murphy	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
Phillip Franklin	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
Kevin Callihan Jr	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
Joseph Roche	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
Blair Callaway	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
David Albert	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
Mark Casey	\$5,000.00	Stewarts Creek High	School Funds - Band	Competition Adjudication
Hayden Fry	\$23 per practice session NTE \$900.00	Thurman Francis Arts Academy	School Funds - Swim	Lifeguard for TFAA Swim Practice at Smyrna High Facility
Classified	NTE Amt.	School	Funded By	Description
Ingra Baker	Classified Overtime Rate	Barfield Elementary	Outside Use of Facilities	Open/Close Church
Jeffrey Gillespie	Classified Overtime Rate	Barfield Elementary	Outside Use of Facilities	Open/Close Church
Darius Robinson	\$500.00	Christiana Middle	School Funds - Baseball	Assisting with baseball activities
Malcolm Taylor	\$500.00	Siegel Middle	School Funds - Wrestling	Asst. Coach (coaching during practice and matches)

3		Smyrna Elementary	School Funds - Jr Pro Basketball	Janitorial Work
	Rate			

4.F. Nepotism:

Agenda Item Type: Consent Item

Rationale: Nicholas Carter - EA - Lascassas Elementary School

Grace Figuerola - Sped EA - Cedar Grove Elementary

4.F.1. Extended Contract:

Agenda Item Type: Consent Item

Rationale: Sign Language Interpreters for 2025-26 SY

4.G. Buses:

Agenda Item Type: Consent Item

Rationale: Voluntary termination of bus contract #201 from Christy Taylor Transport,

effective November 30, 2025.

Voluntary termination of bus contract #205 from Kelly Hobbs, RAK Trans, effective as soon as possible.

Voluntary transfer of contract #165 Mark Lane to Cindy Lane.

5. RUTHERFORD PROUD

Agenda Item Type: Non-Action Item

Rationale: Six Rutherford County Schools educators receive robotics grants from the Tennessee Valley Authority and Bicentennial Volunteers Inc. This is the first year of the grants. These educators will be on hand to talk about their robotics programs for students.

Brandi Breneman, Thurman Francis Arts Academy James Elliott, Rock Springs Middle School Lindsay Englade, LaVergne High School Marc Guthrie, Central Magnet School Rachel Hibdon, Rocky Fork Middle School Kevin Welch, Stewarts Creek Middle School

5.A. Strong Outstanding Staff Awards

Agenda Item Type: Non-Action Item

Rationale: We will be recognizing five RCS employees who were nominated for a Strong Outstanding Staff award. The RCS leadership team reviewed nominations and made the final selection. Employees are being honored from one of five categories: School support staff, administrators, teachers, transportation, and the Central Office. Sonic drive-ins of Rutherford County are sponsoring the awards again this school year.

ADMINISTRATOR - Monica West TEACHER - Leigha Moltz CENTRAL OFFICE - Shanna Groom TRANSPORTATION - Janet (Bus 126) SUPPORT STAFF - Robert Anthony (RVMS custodian)

6. PUBLIC COMMENTS*

Agenda Item Type: Procedural Item

Discussion: DeAnna Osborne, President of REA, presented the PECCA petition to the Board

to move toward collaborative conferencing.

Staci Hardee, speaking on behalf of her child in regard to his board discipline appeal.

Chuck Isbell-Halloween 2020 lost his son. He requested that the school district send out messages regarding student safety during Halloween.

Description: *Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.

7. INSTRUCTION

7.A. 2026-2027 School Calendar Agenda Item Type: Action Item

Motion Carried:

Motion to approve the 2026-2027 calendar as presented. This motion, made by Frances Rosales and seconded by Butch Vaughn, Carried.

Stan Vaught: Yea
Butch Vaughn: Yea
Frances Rosales: Yea
Katie Darby: Yea
Claire Maxwell: Yea
Caleb Tidwell: Yea
Tammy Sharp: Yea

Attachments: (1)

• School Calendar 2026-2027 proposed

8. LEGAL

Agenda Item Type: Action Item

Rationale: Placeholder for Board review of a DHA

8.A. Discipline Hearing Appeal - 25-1001

Agenda Item Type: Action Item

Rationale: The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) and of the Director of Schools to uphold the zero tolerance of a student from Stewarts Creek High School. Based on a review of the DHA's record, the Board may:

1. Affirm the decision of the DHA and of the Director.

- 2. Overturn the decision of the DHA and of the Director; or
- 3. Grant a hearing before the Board.

Action(s):

Motion Carried:

Motion to affirm the decision of the DHA and of the Director. This motion, made by Frances Rosales and seconded by Butch Vaughn, Carried.

Stan Vaught: Yea
Butch Vaughn: Yea
Frances Rosales: Yea
Caleb Tidwell: Yea
Katie Darby: Yea
Tammy Sharp: Yea
Claire Maxwell: Yea

8.B. Disciplinary Hearing Appeal - 25-1002

Agenda Item Type: Action Item

Rationale: the Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) and of the Director of Schools to uphold the remandment of a student from Stewarts Creek High School. Based on a review of the DHA's record, the Board may:

- 1. Affirm the decision of the DHA and of the Director.
- 2. Overturn the decision of the DHA and of the Director; or
- 3. Grant a hearing before the Board.

Action(s):

Motion Carried:

Motion to affirm the decision of the DHA and of the Director. This motion, made by Butch Vaughn and seconded by Frances Rosales, Carried.

Frances Rosales: Yea
Caleb Tidwell: Yea
Tammy Sharp: Yea
Claire Maxwell: Yea
Butch Vaughn: Yea
Katie Darby: Yea
Stan Vaught: Yea

9. FINANCIAL MATTERS

Agenda Item Type: Non-Action Item 9.A. Fund 141 Budget Amendment Agenda Item Type: Action Item

Rationale: This amendment increases budgeted FY25-26 Fund 141 revenue and expenditures to recognize multiple state grants. The first grant consists of the carryover

money from the Innovative Model Schools Grant. This grant is in the 3rd year, and the funds will be used to provide 50% salary payment to existing CTE personnel, stipends for PBL Works Training, vehicle and equipment purchases for various CTE activities, & construction and renovations to CTE buildings and structures at multiple schools. The carryover amount of this grant is \$8,889,685. The second grant is the Public School Security Grant. This grant will recognize the FY25 carryover amount of \$14,875 and new FY26 allocation of \$1,049,958 for a total amount of \$1,064,833. The funds will be used to provide new threat assessment software & license, the purchase of flipcharts, signage, radio equipment for schools, repeaters FCC license and installs, weapons detection equipment, & resistant film. The third and final grant is the reoccurring FY25-26 State Special Education PreK Grant. The FY26 allocation amount of this grant is \$519,488 with no carryover amount from FY25. The funds will be used for additional Education Assistant positions to assist in the Pre-K classrooms, a Compliance Specialist, additional training for teachers and EA's, sensory and de-escalation items, and supplies/materials for IPK classrooms. All of these grants have been approved by the Tennessee Dept. Education, and none require a local match.

Action(s):

Motion Carried:

Motion to approve Fund 141 budget amendment as presented. This motion, made by Stan Vaught and seconded by Tammy Sharp, Carried.

Caleb Tidwell: Yea
Katie Darby: Yea
Frances Rosales: Yea
Butch Vaughn: Yea
Tammy Sharp: Yea
Claire Maxwell: Yea
Stan Vaught: Yea

No Action(s) have been added to this Agenda Item.

Attachments: (1)

• FY 2025-26 Fund 141 Amend #2 (Multiple)

9.B. Board Recognition of the Central Magnet Baseball Booster Club at Central Magnet School as an RCS School Support Organization (SSO).

Agenda Item Type: Action Item

Rationale: Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. Tiger Baseball Support has provided all information requested from the board's written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO has NOT received an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliance with the BOE written cooperative agreement. The IRS

letter allows the SSO to open and operate out of a checking account that is separate from Central Magnet School student activity funds. Until the determination letter is received, the booster club will utilize the Central High School student activity funds for all its financial activities and be subject to the BOE financial policies and procedures. Also, the approval is contingent upon the organization providing a detailed financial policy which they have been notified about.

Action(s):

Motion Carried:

Motion to approve the Central Magnet Baseball Booster Club as presented. This motion, made by Stan Vaught and seconded by Katie Darby, Carried.

Frances Rosales: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Katie Darby: Yea
Claire Maxwell: Yea
Caleb Tidwell: Yea
Butch Vaughn: Yea

9.C. Board Recognition of the OMS Home Run Club at Oakland Middle School as an RCS School Support Organization (SSO).

Agenda Item Type: Action Item

Rationale: Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. OMS Home Run Club has provided information requested from the board's written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO received an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliance with the BOE written cooperative agreement. The IRS letter allows the SSO to open and operate out of a checking account that is separate from Oakland Middle School student activity funds. The approval is contingent upon the organization providing a detailed financial policy and having applied with the State of Tennessee as a nonprofit corporation which they have been notified about.

Action(s):

Motion Carried:

Motion to approve the Oakland Middle School Home Run Club as presented. This motion, made by Butch Vaughn and seconded by Stan Vaught, Carried.

Frances Rosales: *Yea*Claire Maxwell: *Yea*Butch Vaughn: *Yea*Stan Vaught: *Yea*Caleb Tidwell: *Yea*

Tammy Sharp: *Yea* Katie Darby: *Yea*

9.D. Board Recognition of the Eagleville Structured Classroom Special Education Fund at Eagleville School as an RCS School Support Organization (SSO).

Agenda Item Type: Action Item

Rationale: Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. Eagleville Structured Classroom Special Education Fund has provided information requested from the board's written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO received an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliance with the BOE written cooperative agreement. The IRS letter allows the SSO to open and operate out of a checking account that is separate from Eagleville School student activity funds. The approval is contingent upon the organization providing a detailed financial policy and having applied with the State of Tennessee as a nonprofit corporation which they have been notified about.

Action(s):

Motion Carried:

Motion to approve The Eagleville Structured Classroom Education Fund as presented. This motion, made by Stan Vaught and seconded by Katie Darby, Carried.

Katie Darby: Yea
Stan Vaught: Yea
Butch Vaughn: Yea
Caleb Tidwell: Yea
Claire Maxwell: Yea
Frances Rosales: Yea
Tammy Sharp: Yea

10. ENGINEERING AND CONSTUCTION

Agenda Item Type: Non-Action Item

10.A. Siegel High Baseball Scoreboard Replacement

Agenda Item Type: Action Item

Rationale: Principal Larry Creasy has requested to replace the existing scoreboard and locate the new one in center field. The cost for this request is \$70,000.00 and will be funded through the baseball booster account at no cost to the Board. Siegel High will be required to request permits from the City of Murfreesboro and work with MTE for new service in this location. Engineering and Construction has reviewed the request and has no objections.

Action(s):

Motion Carried:

Motion to approve the Siegel High Baseball Scoreboard replacement as presented. This motion, made by Stan Vaught and seconded by Butch Vaughn, Carried.

Caleb Tidwell: Yea
Katie Darby: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Butch Vaughn: Yea
Claire Maxwell: Yea
Frances Rosales: Yea

Attachments: (1)

• Siegel High Baseball Trey Lee

10.B. Christiana Middle Softball Scoreboard Request

Agenda Item Type: Action Item

Rationale: Dr. Kyle Nix and CHM have been offered the existing Riverdale High School scoreboard. CHM will be responsible for relocation and installation. The cost for relocation and installation is \$3,875.00 and the electrical connection is \$250.00 for materials. Maintenance will provide the labor for the electrical connection. Engineering and Construction has reviewed the request and has no objections.

Action(s):

Motion Carried:

Motion to approve the Christiana Middle Softball Scoreboard request as presented. This motion, made by Caleb Tidwell and seconded by Butch Vaughn, Carried.

Katie Darby: Yea
Butch Vaughn: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Caleb Tidwell: Yea
Claire Maxwell: Yea
Frances Rosales: Yea

Discussion: Motion **Attachments:** (1)

• CHMS Softball Scoreboard Request Trey Lee

10.C. Power Hour Bus Contracts

Agenda Item Type: Action Item

Rationale: Original motion from September 11, 2025, was withdrawn and discussions regarding having two drawings per year for these contracts rather than one drawing per year as it is currently.

Action(s):

Motion Carried:

Motion to approve two Power Hour bus drawings per year. One drawing per semester. This motion, made by Tammy Sharp and seconded by Katie Darby, Carried.

Roll Call Vote:

Frances Rosales: Yea
Butch Vaughn: Nay
Caleb Tidwell: Yea
Tammy Sharp: Yea
Stan Vaught: Nay
Katie Darby: Yea
Claire Maxwell: Yea

10.D. Power Hour Middle School Bus

Agenda Item Type: Action Item

Rationale: There is one middle school location for Power Hour at Rocky Fork Middle School. It was suggested that this route be covered by a bus currently running this route daily in order to pick up students in a timely manner. If multiple middle school drivers are interested, then those buses will be chosen by lottery.

Motion Carried:

Motion to approve current middle school bus to pick up students from Power Hour at Rocky Fork Middle School as presented. This motion, made by Stan Vaught and seconded by Frances Rosales, Carried.

Katie Darby: Yea
Butch Vaughn: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Caleb Tidwell: Yea
Claire Maxwell: Yea
Frances Rosales: Yea

11. NAMING OF THE NEW MIDDLE SCHOOL

Agenda Item Type: Action Item

Rationale: NAME: Poplar Hill Middle School (PHM)

MASCOT: Bobcats

COLORS: Primary Hunter Green #1F4122, Secondary Gold #D4AF37

Motion Carried:

Motion to approve the recommendations of the naming committee for the new middle school as presented. This motion, made by Katie Darby and seconded by Stan Vaught, Carried.

Butch Vaughn: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Caleb Tidwell: Yea
Claire Maxwell: Yea
Frances Rosales: Yea

• Katie Darby: Yea

12. OAKLAND HIGH SCHOOL AND PLAY ON SPORTS AGREEMENT

Agenda Item Type: Action Item

Rationale: PlayOn Sports would like to partner with Oakland High School to provide a banded school video portal, school-based event scheduling, information, availability, etc.

Attachments: (1)

• PlayOn Contract for OHS

Motion Carried:

Motion to approve the Oakland High and PlayOn Sports agreement as presented. This motion, made by Butch Vaughn and seconded by Tammy Sharp, Carried.

Katie Darby: Yea
Butch Vaughn: Yea
Stan Vaught: Yea
Tammy Sharp: Yea
Caleb Tidwell: Yea
Claire Maxwell: Yea
Frances Rosales: Yea

13. DIRECTOR'S UPDATE

Agenda Item Type: Information Item

Discussion: Work Session: Power Hour bus discussion Board Meeting: Update on Transportation signed contracts.

14. GENERAL DISCUSSION

Agenda Item Type: Information Item

Discussion: Mrs. Rosales asked what we have done in the past regarding student safety during Halloween. She asked Dr. Chastain what schools have robotics and if Rutherford County hosts competitions.

Ms. Sharp commented on signage at LaVergne High rerouting drivers cutting through campus. She talked about the progress at the Annex and the progress of the new Poplar Hill Middle School.

15. ADJOURNMENT Agenda Item Type: Non-Action Item Rationale: 6:25 pm Approval of Agenda Minutes Claire Maxwell, RCS BOE Chairman Date Dr. James Sullivan, RCS Director of Schools Date Rutherford County School Board Meetings and exact conversations are recorded and may be found

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: https://www.youtube.com/playlist?list=PL7CB325821E536E8D. Board Meeting minutes are provided as a supplement to the recording.

Bid # 3830 Low Voltage Cabling (Poplar Hill Middle) and Cabling per Drop

PART I: Poplar Hill Middle Cabling Project

Vendor	Low Voltage Cabling (Labor & Materials All Inclusive)			
Central Technologies	\$	178,613.50		
NetPlanner Systems	\$	325,679.83		
SG Network Services	\$	299,168.60		

PART II: Addendum Cabling per Drop (All School Locations)

Item#	Description	Central Technologies		NetPlanner Systems		SG Ne	twork
		CAT 6	CAT 6a	CAT 6	CAT 6a	CAT 6	CAT 6a
1	1st Drop per location in wall (15-99)	\$ 185.00	\$ 210.00	\$ 470.00	\$ 578.00	\$ 200.00	\$ 240.00
1A	2nd Drop per location in wall (15-99)	\$ 160.00	\$ 180.00	\$ 470.00	\$ 578.00	\$ 150.00	\$ 190.00
1B	1 drop per location above ceiling (15-99)	\$ 185.00	\$ 210.00	\$ 472.00	\$ 580.00	\$ 200.00	\$ 240.00
1C	2nd drop per location above ceiling (15-99)	\$ 160.00	\$ 180.00	\$ 472.00	\$ 580.00	\$ 150.00	\$ 190.00
2	1st Drop per location in wall (100+)	\$ 180.00	\$ 200.00	\$ 470.00	\$ 578.00	\$ 200.00	\$ 240.00
2A	2nd Drop per location in wall (100+)	\$ 160.00	\$ 175.00	\$ 470.00	\$ 578.00	\$ 145.00	\$ 185.00
2В	1 drop per location above ceiling (100+)	\$ 180.00	\$ 200.00	\$ 472.00	\$ 580.00	\$ 200.00	\$ 240.00
2C	2nd drop per location above ceiling (100+)	\$ 160.00	\$ 175.00	\$ 472.00	\$ 580.00	\$ 145.00	\$ 185.00
4	General Labor Rate per Hour	\$	65.00	\$	80.00	\$	62.50

Recommend: Motion to award to Cenrtral Technologies Inc. for the overall lowest and best bid as shown.

To be funded through the Building Program, Capital Projects, and General Fund.

Bid # 3831 Washington DC Field Trip Thurman Francis Arts Academy (May 11, 2026 - May 15, 2026)

		90 Degree						
		Leadership	**Academic			Educational Travel		***Martin School
Item #	Description	Consulting	Performance Travel	Bob Rogers Travel	EDU Trips	Adventures	FourWinds Tours	Travel
			I.					
1	80-89 Student Quad Occupancy	\$ 1,890.00	\$ 1,155.00	\$ 1,239.00	\$ 1,621.00	\$ 1,698.00	\$ 1,312.00	\$ 1,225.00
2	90-95 Student Quad Occupancy	\$ -	\$ 1,265.00	\$ 1,239.00	\$ 1,434.00	\$ 1,698.00	\$ 1,249.00	\$ 1,225.00
3	Single occupancy for 20 adults	\$ 3,520.00	\$ 1,755.00	\$ 1,869.00	\$ 2,410.00	\$ 2,290.00	\$ 2,272.00	\$ 1,875.00
4	Double occupancy for 20 adults	\$ 2,444.00	\$ 1,355.00	\$ 1,449.00	\$ 1,760.00	\$ 1,895.00	\$ 1,632.00	\$ 1,650.00
5	Triple occupancy for 20 adults	\$ 2,085.00	\$ 1,220.00	\$ 1,349.00	\$ 1,542.00	\$ 1,764.00	\$ 1,472.00	\$ 1,475.00
6	Quad occupancy for 20 adults	\$ 1,906.00	\$ 1,155.00	\$ 1,239.00	\$ 1,434.00	\$ 1,698.00	\$ 1,312.00	\$ 1,285.00

Recommend: Motion to award to Bob Rogers Travel for overall lowest and best bid as shown.

To be funded through Thurman Francis School.

^{*}Received "No Bid" from EF Explore America and GL Travel

^{**}Vendor does not met bid specifications

^{***}Bad experience with travel company several parent complaints

Bid # 3831 Washington DC Field Trip Thurman Francis Arts Academy (May 11, 2026 - May 15, 2026)

NA/ o ul platui pla o
Worldstrides
\$ 1,625.00
\$ 1,625.00
\$ 2,037.00
\$ 1,779.00
\$ 1,660.00
\$ 1,625.00

Budget Amendment #3

			TISA-on-Behalf		Amended
Function	Object Description	2026 Budget	Decreases	Increases	Budget
46513	TISA-On-behalf Payments		0	4,017,240	4,017,240
Total Revenu	ue & Operating Transfers	573,385,82	:5	0 4,017,240	577,403,065

							Aı	mended
Function	Object	Description	2026 Budget		Increases	Decreases	В	udget
71100	595	Reg Education Prg - Elem/Sec - TISA-on-Behalf Payments		0	890,000			890,000
71100 Total			297,	262,354	890,000		0	298,152,354
71200	595	Special Education Program - TISA-on-Behalf Payments		0	410,000			410,000
71200 Total			48,	721,206	410,000		0	49,131,206
99100	595	TISA- On-behalf Payments		0	2,717,240			2,717,240
99100 Total				0	0		0	0
Fund 141 To	tal		581,3	43,045	4,017,240		0	585,360,285

This amendment increases budgeted FY25-26 Fund 141 revenue and expenditures to recognize TISA-on-Behalf Payments. These payments are funds generated for students under TISA, but not issued to the LEA. They are paid directly to the state for specific items such as State Portion of Charter School Payments, Education Savings Account, Individualized Education Accounts, and Juvenile Detention Centers. TDOE requires LEA's to report these payments in their financial statements and will provide the actual amounts at year-end. This is a budget neutral amendment and does not provide any net gain or loss to the General Purpose Schools budget. The amount of these budgeted entries are \$4,017,240.

Recommended Motion: To amend the FY25-26 Fund 141 General Purpose School Budget revenue.	ue & expenditures to recognize the TISA-on Behalf Payments as present	ec
Dr. James Sullivan, Director of Schools	Date	
Claire Maxwell, Chairman of the Board		

REAL ESTATE PURCHASE AGREEMENT

(S Kings Highway, Murfreesboro, TN)

THIS AGREEMENT is made as of the _________, day of _________, 2025 ("Effective Date"), between Stan Beech ("Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase property owned by Seller located at 401 Kings Highway, Murfreesboro, Rutherford County, Tennessee consisting of approximately 1.00 acre, more or less, further identified as Parcel No. 091N-A-010.00-000 in the Office of the Rutherford County Property Assessor and 403 Kings Highway, Murfreesboro, Rutherford County, Tennessee consisting of approximately 1.00 acre, more or less, further identified as Pacel No. 091N-A-009.00-000, and as generally depicted on Exhibit "A", together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

PURCHASE PRICE, PAYMENT, SURVEY

- 1.1 <u>Purchase Price; Payment.</u> The total Purchase Price shall be Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The Purchase Price shall be paid in cash at closing.
- 1.2 <u>Earnest Money Deposit</u>. An earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.
- 1.3 <u>Prorations.</u> Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

- (a) Seller shall pay:
 - (1) For the costs to prepare the Warranty Deed; and
 - (2) Seller's attorneys' fees.
- (b) Buyer shall pay:

- (1) Any transfer taxes on the deed;
- (2) The costs of the title insurance;
- (3) The costs of any Phase I environmental site assessment to be obtained

by Buyer, if any;

- (4) The costs of a Survey of the Property;
- (5) The costs of recording the deed; and
- (6) Buyer's attorneys' fees.

2. INSPECTION PERIOD AND CLOSING

- Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer will restore Seller's property to a clean and level condition after any studies, testing or inspections Buyer has performed on the Property, and shall repair any damage cause by said studies, testing or inspections. Seller shall cooperate with and assist Buyer in making such inspections and reviews. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. Buyer shall have the option to extend the Inspection Period for two (2) thirty (30) day periods by providing written notice to the Seller prior to the expiration of the then Inspection Period.
- Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with closing under this Agreement, which election shall be made by written notice to proceed to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice to proceed is timely given to Seller, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder. If Buyer terminates, Buyer shall provide Seller copies of any surveys, studies, inspections, or testing Buyer has had performed on the Property, but the same shall be provided without warranty and the Buyer cannot verify the accuracy of any such surveys, studies, inspections, or testing.

2.3 <u>Time and Place of Closing</u>. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the end of the Inspection Period as extended.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

- 3.1 <u>Title</u>. Seller is the owner in fee simple of all of the Property.
- 3.2 <u>Eminent Domain/Condemnation</u>. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.
- 3.3 <u>Environmental Matters.</u> To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.
- 3.4 <u>Foreign Investment and Real Property Tax Act</u>. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

4. POSSESSION; RISK OF LOSS

- 4.1 <u>Possession</u>. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.
- 4.2 <u>Risk of Loss</u>. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:
- (a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or
- (b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 <u>USA Patriot Act</u>.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on

Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

- 6.1 <u>Conditions Precedent to Buyer's Obligations</u>. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:
- (a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.
- (b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.
- (c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.
- (d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.
- (e) Buyer closing on the purchase of the following properties simultaneously with this closing:
 - (1) 202 Bluff Avenue, Murfreesboro, TN
 - (2) 204 Bluff Avenue, Murfreesboro, TN; and
 - (3) 208 Bluff Avenue, Murfreesboro, TN
 - (f) Buyer shall have received the following in form reasonably satisfactory to Buyer:

- (1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and
- (2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and
- (3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 <u>Conditions Precedent to Seller's Obligations.</u> The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

7. BREACH; REMEDIES

- 7.1 <u>Breach by Seller.</u> In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.
- Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

8. MISCELLANEOUS

8.1 <u>Commissions</u>. No commissions are due in regard to this sale.

Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

(No P.O. Boxes)

As to Buyer:

Rutherford County Board of Education

Attn: James Sullivan 2240 Southgate Blvd. Murfreesboro, TN 37128

With a copy to

Jeff Reed

Buyer's Counsel:

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Email: jreed@mborolaw.com

With a copy to

Hudson, Reed & Christiansen, PLLC

Escrow Agent: (if required)

16 Public Square North Murfreesboro, TN 37130

Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

- 8.3 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend, state holiday, or national holiday, such action, notice or response shall not be required until the next succeeding business day.
- Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.
- Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

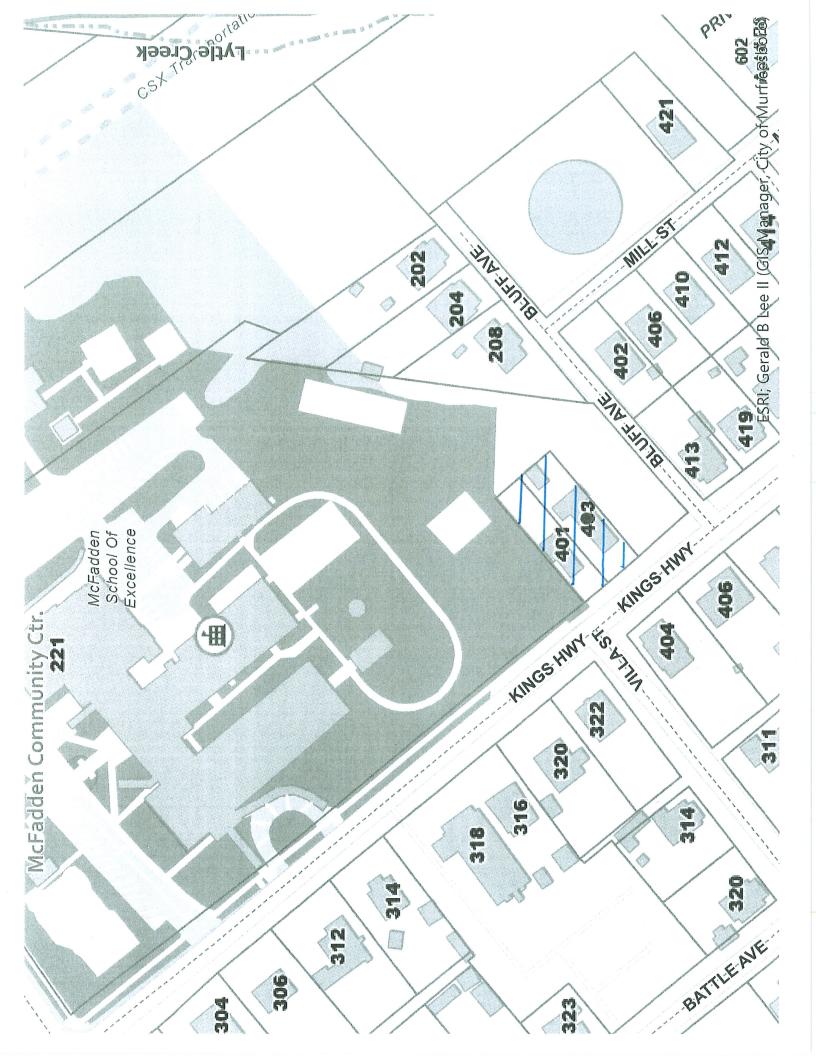
IN WITNESS WHEREOF, the parties here year first above written.	to have executed this Agreement as of the day and
	"BUYER"
	RUTHERFORD COUNTY BOARD OF EDUCATION
	By:Claire D. Maxwell, Chairman
	"OFLIFP"

JOINDER OF ESCROW AGENT

- 1. <u>Duties</u>. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.
- 2. <u>Indemnity</u>. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.
- Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.
- 4. <u>Tax Identification</u>. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.
- 5. <u>Continuing Counsel</u>. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC
By:
Its Authorized Agent
Date:

EXHIBIT "A"



Jan 1st Owner Name:

Jan 1st Owner Name 2:

Jan 1st Owner Address:

Jan 1st City, State, Zip:

Jan 1st Owner Address 2:

NODATA

Go Back to Search Page

All data on this website represents the 2025 tax year.

Results GIS Maps Pictures

Account #:

R0056421

Owner Name:

BEECH STAN

Owner Name 2:

Owner Address:

2362 NORTH RD

Owner Address 2:

City, State, Zip:

MURFREESBORO, TN 37128

Property Address: Jurisdiction: 403 KINGS HWY 515 - Murfreesboro 091N-A-009.00-000

Parcel #: Subdivision:

WEST VIEW (KING RAGLAND) - WEST VIEW (KING RAGLAND)

Lot #:

Map Book: Dimensions: DB 51-564-567 37.5 X 150 NODATA

Land Flag: Units/Acres/Sites: Class:

NODATA 1.00000 00 - Residential

Land Mkt Value: Improvement Value: \$25,000 \$142,400 \$4,200 \$171,600

Yard Item Value: Total Market Appraisal: Assessment %:

% \$42,900

Assessment: Greenbelt Value:

NODATA

<u>Pay your County Taxes Online</u> <u>See your estimated County tax bill</u>

Building Information

SuildingSequence	EXTWALL	INTWALL	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLOORCOVER	QUALITY
1	Frame Vinyl	Drywall	Hip/Gable	Composition Shingle	1930	Allowance	Fair Plus

View Square Footage

Sale Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
2019-09-13	100000.00	1814	1611		

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteelVame
2019-09-04		1809	3663		
2019-04-02		1760	3678		
2019-04-02		67	623		
2019-04-02		WB67	623		
2019-04-02		WB67	626		
	***************************************		1.2		

Jan 1st Owner Name:

Jan 1st Owner Name 2:

Jan 1st Owner Address:

Jan 1st City, State, Zip:

Jan 1st Owner Address 2:

NODATA

Go Back to Search Page

All data on this website represents the 2025 tax year.

Results GIS Maps Pictures

Account #:

R0056422

Owner Name:

BEECH STAN

Owner Name 2:

Owner Address:

2362 NORTH RD

Owner Address 2:

City, State, Zip:

MURFREESBORO, TN 37128

Property Address: Jurisdiction:

401 KINGS HWY 515 - Murfreesboro 091N-A-010.00-000

Parcel #: Subdivision:

WEST VIEW (KING RAGLAND) - WEST VIEW (KING RAGLAND)

Lot #:

Map Book:

DB 51-564-567 Dimensions: 37.5 X 150 Land Flag: NODATA Units/Acres/Sites: 1.00000

Class:

00 - Residential Land Mkt Value: \$25,000 Improvement Value: \$93,100 Yard Item Value: \$0

Total Market Appraisal:

\$118,100 Assessment %: % Assessment: \$29,525 Greenbelt Value: NODATA

> Pay your County Taxes Online See your estimated County tax bill

Building Information

1								
	SuildingSequence	EXTWALL.	iniwali.	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLOORCOVER	QUALITY
-	1	Frame Vinyl	Drywall	Hip/Gable	Composition Shingle	1930	Allowance	Fair Plus

View Square Footage

Sale Information

SateDate	SalePrica	Book	Page	GrantorName	GranteeName
2019-09-13	100000.00	1814	1611		
1989-07-21	17000.00	428	753		DYER JAMES W ETUX FLORINE

Non-Sale Document Information

NOT OUT DOUBLEST									
SaleDate	SalePrice	Book	Page	GrantorName	GranteeName				
2019-09-04		1809	3665						
2019-04-02		1760	3678						
2019-04-02		WB67	626						
1978-02-01	0.00	264	521		YOUNG WILLARD				

REAL ESTATE PURCHASE AGREEMENT

(Bluff Avenue, Murfreesboro, TN)

THIS AGREEMENT is made as of the _______ day of _______ day of _______, 2025 ("Effective Date"), between Kenneth D. Haynes and Melanie J. Haynes (collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase property owned by Seller located at 202 Bluff Avenue, Murfreesboro, Rutherford County, Tennessee consisting of approximately 1.00 acre, more or less, further identified as Parcel No. 091N-A-006.00-000 in the Office of the Rutherford County Property Assessor, and as generally depicted on Exhibit "A", together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

PURCHASE PRICE, PAYMENT, SURVEY

- 1.1 <u>Purchase Price; Payment.</u> The total Purchase Price shall be <u>275 000</u>. The Purchase Price shall be paid in cash at closing.
- 1.2 <u>Earnest Money Deposit</u>. An earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.
- 1.3 <u>Prorations.</u> Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 <u>Closing Costs</u>.

- (a) Seller shall pay:
 - (1) For the costs to prepare the Warranty Deed; and
 - Seller's attornevs' fees.
- (b) Buyer shall pay:

- (1) Any transfer taxes on the deed;
- (2) The costs of the title insurance;
- (3) The costs of any Phase I environmental site assessment to be obtained

by Buyer, if any;

- (4) The costs of a Survey of the Property;
- (5) The costs of recording the deed; and
- (6) Buyer's attorneys' fees.

2. <u>INSPECTION PERIOD AND CLOSING</u>

- Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer will restore Seller's property to a clean and level condition after any studies, testing or inspections Buyer has performed on the Property, and shall repair any damage cause by said studies, testing or inspections. Seller shall cooperate with and assist Buyer in making such inspections and reviews. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. Buyer shall have the option to extend the Inspection Period for two (2) thirty (30) day periods by providing written notice to the Seller prior to the expiration of the then Inspection Period.
- Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with closing under this Agreement, which election shall be made by written notice to proceed to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice to proceed is timely given to Seller, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder. If Buyer terminates, Buyer shall provide Seller copies of any surveys, studies, inspections, or testing Buyer has had performed on the Property, but the same shall be provided without warranty and the Buyer cannot verify the accuracy of any such surveys, studies, inspections, or testing.

2.3 <u>Time and Place of Closing</u>. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the end of the Inspection Period as extended.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

- 3.1 Title. Seller is the owner in fee simple of all of the Property.
- 3.2 <u>Eminent Domain/Condemnation</u>. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.
- 3.3 <u>Environmental Matters.</u> To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.
- 3.4 <u>Foreign Investment and Real Property Tax Act.</u> Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

4. POSSESSION; RISK OF LOSS

- 4.1 <u>Possession</u>. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.
- 4.2 <u>Risk of Loss.</u> All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:
- (a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or
- (b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on

Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

- 6.1 <u>Conditions Precedent to Buyer's Obligations</u>. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:
- (a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.
- (b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.
- (c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.
- (d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.
- (e) Buyer closing on the purchase of the following properties simultaneously with this closing:
 - (1) 401 S Kings Highway, Murfreesboro, TN;
 - (2) 403 S Kings Highway, Murfreesboro, TN;
 - (3) 204 Bluff Avenue, Murfreesboro, TN; and
 - (4) 208 Bluff Avenue, Murfreesboro, TN

- (f) Buyer shall have received the following in form reasonably satisfactory to Buyer:
- (1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and
- (2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and
- (3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 <u>Conditions Precedent to Seller's Obligations.</u> The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

7. BREACH; REMEDIES

- 7.1 <u>Breach by Seller</u>. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach...
- Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

8. MISCELLANEOUS

- 8.1 Commissions. No commissions are due in regard to this sale.
- Notices. All notices and demands of any kind which either party may be required or may 8.2 desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

Kenneth D. Haynes and Melanie J. Haynes 11679 WIW Zion Rd

(No P.O. Boxes)
(Light Jane In 37037
Telephone: 6/5 631-9635
Email: Lennoth Alaynes & g Ma, l. Con

As to Buyer:

Rutherford County Board of Education

Attn: James Sullivan 2240 Southgate Blvd. Murfreesboro, TN 37128

With a copy to

Jeff Reed

Buyer's Counsel:

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Email: jreed@mborolaw.com

With a copy to

Hudson, Reed & Christiansen, PLLC

Escrow Agent: (if required)

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522

Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

- 8.3 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend, state holiday, or national holiday, such action, notice or response shall not be required until the next succeeding business day.
- Governing Law. This Agreement shall be governed by the laws of the state in which the 8.4 Property is located.
- Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By:
Claire D. Maxwell, Chairman

"SELLER"

Kenneth D. Haynes

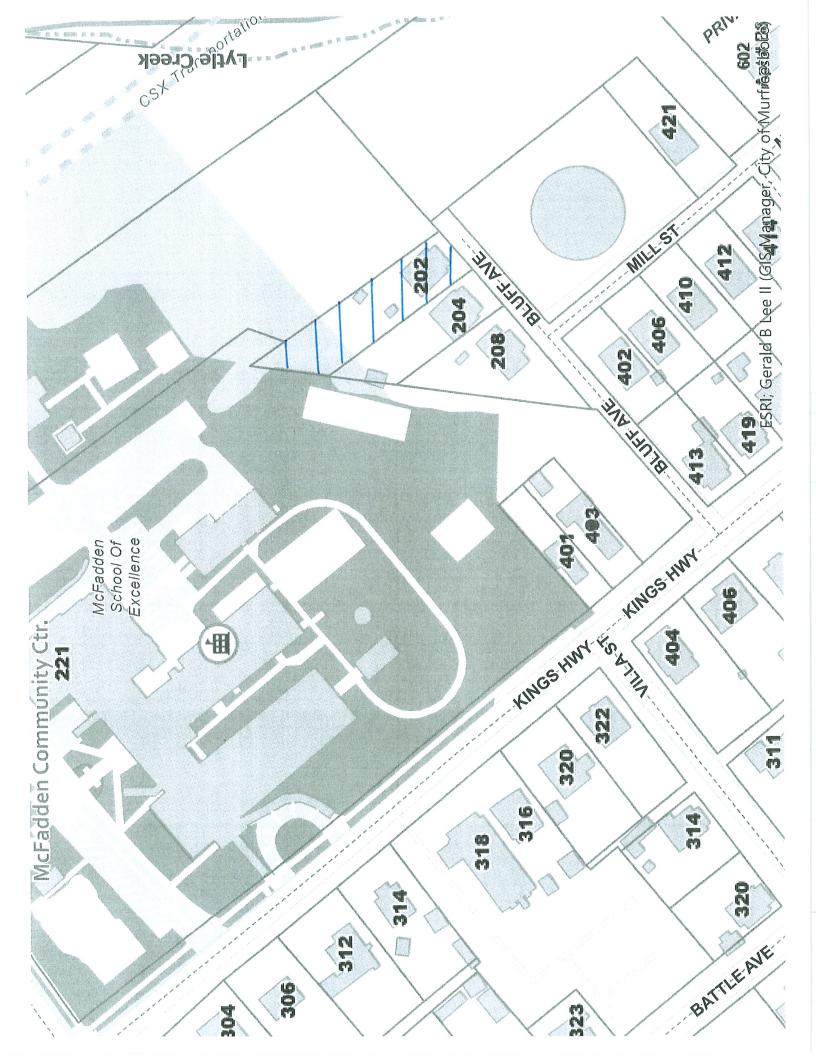
Melanie J. Haynes

JOINDER OF ESCROW AGENT

- 1. <u>Duties</u>. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.
- 2. <u>Indemnity</u>. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.
- Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.
- 4. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.
- 5. <u>Continuing Counsel</u>. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC	
By:	
Its Authorized Agent	_
Date:	

EXHIBIT "A"



Jan 1st Owner Name:

Jan 1st Owner Name 2:

Jan 1st Owner Address:

Jan 1st City, State, Zip:

Jan 1st Owner Address 2:

NODATA

Go Back to Search Page

All data on this website represents the 2025 tax year.

Results GIS Maps Pictures

Account #:

R0056418

Owner Name:

HAYNES KENNETH D

Owner Name 2:

MELANIE J

Owner Address:

11679 NEW ZION RD

Owner Address 2:

City, State, Zip:

CHRISTIANA, TN 37037 202 BLUFF AVE

Property Address: Jurisdiction:

515 - Murfreesboro

Parcel #: Subdivision: 091N-A-006.00-000 BRAGG & CANTRELL - BRAGG & CANTRELL

Lot #:

Map Book: Dimensions: DB 67-269

Land Flag:

LOT 40 BRAGG & CANTRELL DB 67 PG 269 50 X 239 IRR NODATA

Units/Acres/Sites:

1.00000

Class: Land Mkt Value: 00 - Residential \$26,000

Improvement Value: Yard Item Value:

\$137,000 \$3,100 \$166,100

Total Market Appraisal: Assessment %:

\$41,525

Assessment: Greenbelt Value:

NODATA

Pay your County Taxes Online See your estimated County tax bill

Building Information

BuildingSequence	EXTWALL	INTWALL	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLOORCOVER	QUALITY
1	Frame Vinyl	Drywall	Hip/Gable	Preformed Metal	1937	Allowance	Average

View Square Footage

Sale Information

SalcDate	SalePrice	Book	Page	GrantorName	GranteeMame
2018-08-23	40000.00	1704	1918	CHERRY BOYD G	

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeMaine
1982-04-28	0.00	311	3		CHERRY BOYD G

REAL ESTATE PURCHASE AGREEMENT

(Bluff Avenue, Murfreesboro, TN)

THIS AGREEMENT is made as of the ______ day of _______, 2025 ("Effective Date"), between James M. Patrick ("Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase property owned by Seller located at 208 Bluff Avenue, Murfreesboro, Rutherford County, Tennessee consisting of approximately 1.00 acre, more or less, further identified as Parcel No. 091N-A-008.00-000 in the Office of the Rutherford County Property Assessor, and as generally depicted on Exhibit "A", together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE, PAYMENT, SURVEY

- 1.1 <u>Purchase Price; Payment</u>. The total Purchase Price shall be Three Hundred Thousand had and 00/100 Dellars (\$300,000.00). The Purchase Price shall be paid in cash at closing.

 (325,000.00)
- 1.2 <u>Earnest Money Deposit</u>. An earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.
- 1.3 <u>Prorations.</u> Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

- (a) Seller shall pay:
 - (1) For the costs to prepare the Warranty Deed; and
 - (2) Seller's attorneys' fees.
- (b) Buyer shall pay:

- (1) Any transfer taxes on the deed;
- (2) The costs of the title insurance;
- (3) The costs of any Phase I environmental site assessment to be obtained

by Buyer, if any;

- (4) The costs of a Survey of the Property;
- (5) The costs of recording the deed; and
- (6) Buyer's attorneys' fees.

2. <u>INSPECTION PERIOD AND CLOSING</u>

- Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer will restore Seller's property to a clean and level condition after any studies, testing or inspections Buyer has performed on the Property, and shall repair any damage cause by said studies, testing or inspections. Seller shall cooperate with and assist Buyer in making such inspections and reviews. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. Buyer shall have the option to extend the Inspection Period for two (2) thirty (30) day periods by providing written notice to the Seller prior to the expiration of the then Inspection Period.
- Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with closing under this Agreement, which election shall be made by written notice to proceed to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice to proceed is timely given to Seller, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder. If Buyer terminates, Buyer shall provide Seller copies of any surveys, studies, inspections, or testing Buyer has had performed on the Property, but the same shall be provided without warranty and the Buyer cannot verify the accuracy of any such surveys, studies, inspections, or testing.

2.3 <u>Time and Place of Closing</u>. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the end of the Inspection Period as extended.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

- 3.1 Title. Seller is the owner in fee simple of all of the Property.
- 3.2 <u>Eminent Domain/Condemnation</u>. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.
- 3.3 <u>Environmental Matters.</u> To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.
- 3.4 <u>Foreign Investment and Real Property Tax Act.</u> Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

4. POSSESSION; RISK OF LOSS

- 4.1 <u>Possession</u>. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.
- Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:
- (a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or
- (b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on

Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

- 6.1 <u>Conditions Precedent to Buyer's Obligations.</u> The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:
- (a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.
- (b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.
- (c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.
- (d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.
- (e) Buyer closing on the purchase of the following properties simultaneously with this closing:
 - (1) 401 S Kings Highway, Murfreesboro, TN;
 - (2) 403 S Kings Highway, Murfreesboro, TN;
 - (3) 202 Bluff Avenue, Murfreesboro, TN; and
 - (3) 204 Bluff Avenue, Murfreesboro, TN

- (f) Buyer shall have received the following in form reasonably satisfactory to Buyer:
- (1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and
- (2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and
- (3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 <u>Conditions Precedent to Seller's Obligations.</u> The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

7. BREACH; REMEDIES

- 7.1 <u>Breach by Seller</u>. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.
- Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

8. MISCELLANEOUS

- 8.1 Commissions. No commissions are due in regard to this sale.
- 8.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

James M. Patrick
7700 BRIDGEWOWD PRIJE

(No.P.O. Boxes)

CHRISTIANA Telephone: 615-218-9669

Email: MPAPEX @ 9Mil.COM

As to Buyer:

Rutherford County Board of Education

Attn: James Sullivan 2240 Southgate Blvd. Murfreesboro, TN 37128

With a copy to

Jeff Reed

Buyer's Counsel:

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Email: ireed@mborolaw.com

With a copy to

Hudson, Reed & Christiansen, PLLC

Escrow Agent: (if required)

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

- Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend, state holiday, or national holiday, such action, notice or response shall not be required until the next succeeding business day.
- Governing Law. This Agreement shall be governed by the laws of the state in which the 8.4 Property is located.
- Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By:______Claire D. Maxwell, Chairman

"SELLER"

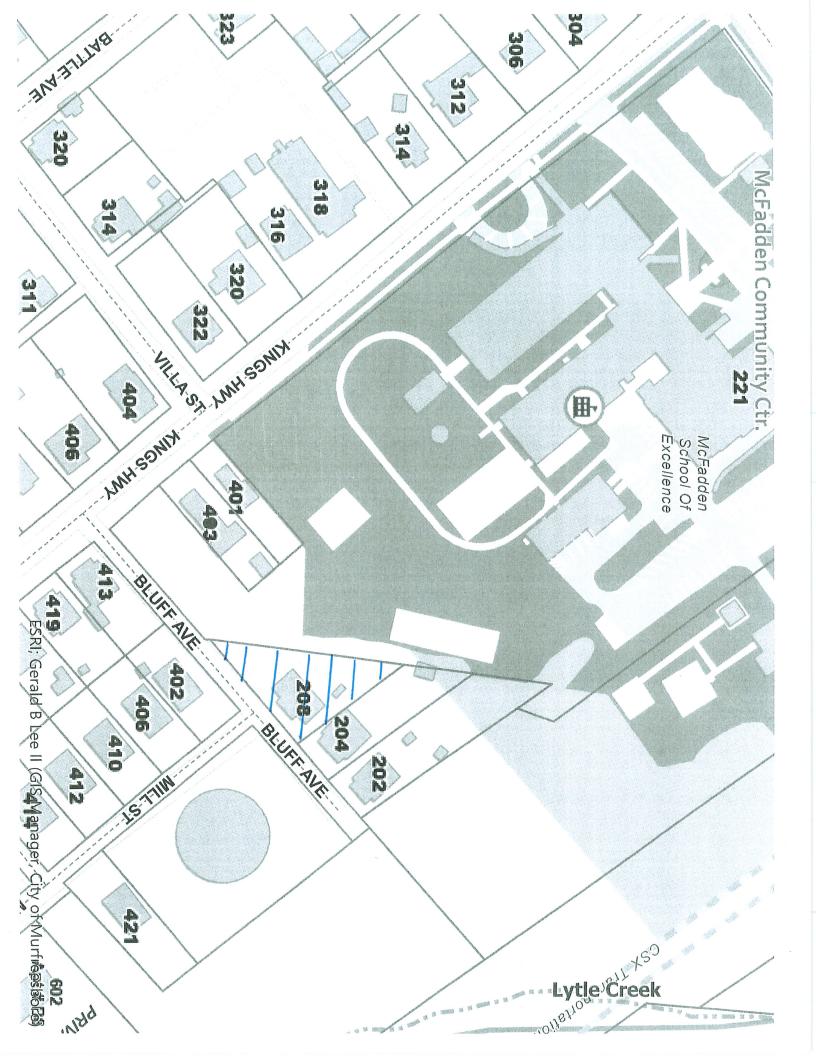
JAMES M. PATRICK

JOINDER OF ESCROW AGENT

- 1. <u>Duties.</u> Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.
- 2. <u>Indemnity</u>. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.
- Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.
- 4. <u>Tax Identification</u>. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.
- 5. <u>Continuing Counsel</u>. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature

HUDSON, REED & CHRISTIANSEN, PLLC	
By:	
Its Authorized Agent	_
Date:	

EXHIBIT "A"



Jan 1st Owner Name:

Jan 1st Owner Name 2:

Jan 1st Owner Address:

Jan 1st City, State, Zip:

Jan 1st Owner Address 2:

NODATA

Go Back to Search Page

All data on this website represents the 2025 tax year.

Results GIS Maps Pictures

Account #:

Owner Name:

Owner Name 2:

Owner Address:

7700 BRIDLEWOOD DR

Owner Address 2:

City, State, Zip:

Property Address:

Jurisdiction:

Parcel #:

Subdivision:

Lot #:

Map Book:

Dimensions:

Land Flag: Units/Acres/Sites:

Class:

Land Mkt Value: Improvement Value:

Yard Item Value: Total Market Appraisal:

Assessment %: Assessment:

Greenbelt Value:

R0056420 PATRICK JAMES M

CHRISTIANA, TN 37037 208 BLUFF AVE 515 - Murfreesboro

091N-A-008.00-000

BRAGG & CANTRELL - BRAGG & CANTRELL

DB 67-269

NODATA

LOT 38 BRAGG AND CANTRELL ADD 146.5X211 IRR

1.00000 00 - Residential

\$25,000 \$140,400

\$3,300 \$168,700 %

\$42,175

NODATA

Pay your County Taxes Online See your estimated County tax bill

Building Information

BuildingSequence	EXTWALL	INTWALL	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLUORCOVER	QUALITY
1	Frame Vinyl	Paneling	Hip/Gable	Composition Shingle	1920	Allowance	Fair Plus

View Square Footage

Sale Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
2002-11- 01	23385.00	204	2506		PATRICK JAMES M AND DOUGLAS L PATRICK
2001-12- 08	36900.00 126 1490		FIRST BANK NAT ASSO C/O EQUICREDIT CENTER		

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
2009-12- 17	0.00	966	2007	PATRICK JAMES M AND DOUGLAS L PATRICK	PATRICK JAMES M
1996-08- 23	0.00	581	776		GGANNON OTHO ETUX DIANNE
1982-06- 21	0.00	312	37		GANNON LELA MAE P

Disclosure of Business Relationship

East Main Title, LLC is owned by Von M. Dotson. East Main Title, LLC has the following estimated fees:

\$525.00

- Closing Fee of \$500.00 standard closing fee.
- Search Fee \$400.00 (if outside Rutherford, Williamson, or Davidson Counties).
- Search Update fee \$25.00
- Power of Attorney Fee \$50.00
- Title Insurance Rates are filed with the State, and are based on location, sales price, and loan amount.
- All fees are subject to change depending on the individual circumstances of the closing.

Property Address: 204 Bluff Avenue, Murfreesboro,	, Tennessee 37129-3511
Melson Vaught Grown unlied Grown writed Grown when the Committee of Grown which the Committee of Grown with Committee of	
Client Signature	Client Signature
Nelson Vaught	
Printed Name	Printed Name
Date	



REAL ESTATE PURCHASE AGREEMENT

(Bluff Avenue, Murfreesboro, TN)

THIS AGREEMENT is made as of the Date"), between Nelson Vaught ("Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase property owned by Seller located at 204 Bluff Avenue, Murfreesboro, Rutherford County, Tennessee consisting of approximately 1.00 acre, more or less, further identified as Parcel No. 091N-A-007.00-000 in the Office of the Rutherford County Property Assessor, and as generally depicted on Exhibit "A", together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer:

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE, PAYMENT, SURVEY

1.1 <u>Purchase Price: Payment.</u> The total Purchase Price shall be Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00). The Purchase Price shall be paid in cash at closing.



- 1.2 <u>Earnest Money Deposit</u>. An earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.
- 1,3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

- (a) Seller shall pay:
 - (1) For the costs to prepare the Warranty Deed; and
 - (2) Seller's attorneys' fees.
- (b) Buyer shall pay:

- (1) Any transfer taxes on the deed;
- (2) The costs of the title insurance;
- (3) The costs of any Phase I environmental site assessment to be obtained

by Buyer, if any;

- (4) The costs of a Survey of the Property;
- (5) The costs of recording the deed; and
- (6) Buyer's attorneys' fees.

2. INSPECTION PERIOD AND CLOSING

- Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer will restore Seller's property to a clean and level condition after any studies, testing or inspections Buyer has performed on the Property, and shall repair any damage cause by said studies, testing or inspections. Seller shall cooperate with and assist Buyer in making such inspections and reviews. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. Buyer shall have the option to extend the Inspection Period for two (2) thirty (30) day periods by providing written notice to the Seller prior to the expiration of the then Inspection Period
- Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with closing under this Agreement, which election shall be made by written notice to proceed to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice to proceed is timely given to Seller, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder. If Buyer terminates, Buyer shall provide Seller copies of any surveys, studies, inspections, or testing Buyer has had performed on the Property, but the same shall be provided without warranty and the Buyer cannot verify the accuracy of any such surveys, studies, inspections, or testing.

2.3 Time and Place of Closing. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the end of the Inspection Period as extended.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER 3.

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

- 3.1 <u>Title</u>. Seller is the owner in fee simple of all of the Property.
- Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or authority or other potential condemnor concerning any right-of-way, utility or other potential condemnor concerning any right-of-way. other taking which may affect the Property.



- Environmental Matters. To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.
- Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

4 POSSESSION; RISK OF LOSS

- Possession of the Property will be transferred to Buyer at the conclusion of 4.1 the Closing...
- Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:
- terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit: or
- proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on

Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

5 TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

- 6.1 <u>Conditions Precedent to Buyer's Obligations</u> The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:
- (a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.
- (b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.
- (c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.
- (d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.
- (e) Buyer closing on the purchase of the following properties simultaneously with this
 - (1) 401 S Kings Highway, Murfreesboro, TN;
 - 403 S Kings Highway, Murfreesboro, TN;
 - (3) 202 Bluff Avenue, Murfreesboro, TN; and
 - (4) 208 Bluff Avenue, Murfreesboro, TN

- (f) Buyer shall have received the following in form reasonably satisfactory to Buyer:
- and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and
- (2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title transactions contemplated herein; and
- (3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit, or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 <u>Conditions Precedent to Seller's Obligations</u>. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

7. BREACH; REMEDIES

- 7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.
- Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

8. MISCELLANEOUS

- Commissions. No commissions are due in regard to this sale. 8.1
- Notices. All notices and demands of any kind which either party may be required or may 82 desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

Nelson Vaught

(No P.O. Boxes)

Telephone: (615) 295 - 1463 Email nelson/aught68@gmAil com

As to Buyer:

Rutherford County Board of Education

Attn: James Sullivan 2240 Southgate Blvd. Murfreesboro, TN 37128

With a copy to

Jeff Reed

Buyer's Counsel:

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522

Facsimile: (615) 849-2135 Email: jreed@mborolaw.com

With a copy to

Hudson, Reed & Christiansen, PLLC

Escrow Agent: (if required)

16 Public Square North Murfreesboro, TN 37130

Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

- Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend, state holiday. or national holiday, such action, notice or response shall not be required until the next succeeding business day.
- Governing Law. This Agreement shall be governed by the laws of the state in which the 8.4 Property is located.
- Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

IN WITNESS WHEREOF, year first above written.	the parties	hereto	have	executed	this	Agreement	as	of the	day	and
		"F	BUYFI	R"						

BOTEN	
RUTHERFORD COUNTY BOARD	OF EDUCATION
By:Claire D. Maxwell, Chairman	•
"SELLER"	
Nelson Vaught	

Please see ADDENDUM A (ATTACHED)



JOINDER OF ESCROW AGENT

- <u>Duties</u>. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.
- 2. <u>Indemnity</u> Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.
- Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.
- 4. <u>Tax Identification</u> Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.
- 5. <u>Continuing Counsel.</u> Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC	
By:	
Its Authorized Agent	
Date:	







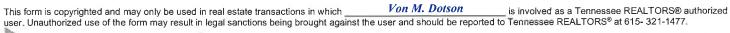
AR 31 211 SBORU O (15) 895-8000 1 (815) 595-6421

CLARASME C1031 645 8306 F(931) 648 8551

ADDENDUM ____A___

1	Property Address: 204 Bluff Avenue	Murfreesboro	37129-3511
2	Buyer:		
3	Seller: Nelson Vaught		
4			
5	Listing Agent: Von M. Dotson		
6 7 8	This ADDENDUM between the undersigned parties is entered into and Purchase and Sales Agreem 10/17/2025 for the purpose of changing, deleting, supplementing or adding	ent with an Effective Date	or Offer Date of
9	mutual covenants herein and other good and valuable consideration, the	receipt and sufficiency of	f which is hereby
10	acknowledged, the parties agree as follows:	teorit and sametime, of	
11	Sales Price to be \$260,000.00		
12	Sures 1 11ce to be \$200,000.00		
13	Seller is allowed to remove both buildings, along with all plants, trees, and shrubber	V. 10/18/25	
14		10/18/25 = 35 AM ED I	
15	Buyer(s) to compensate Keller Williams Realty 3% of sales price at closing.		
16			
17	Seller to close with:		
18	East Main Title, LLC.		
19	201 East Main Street, Suite 315 Murfreesboro, Tennessee 37130		
20	(615) 895-5397 Office		
21	Attn: Rachel Brown		
22	Rachel@eastmaintitle.com		
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32 33			
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This Addendum is made a part of the Agreement as if quoted therein verbatim. Should the terms of this Addendum conflict with the terms of the Agreement or other documents executed prior to or simultaneous to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by all parties. In all other respects, the Agreement shall remain in full force and effect.

BUYER		BUYER			
2					
By:					
Title:					
Entity:					
at	o'clock □ am/ □ pm	-	at	o'clock [am/ □ pm
Date		Date			
The party(ies) below have signed a	and acknowledge receip	t of a copy.			
Nelson Vaught	dations verified				
SELLER Nelson Vaught	dolingo verified IDH 2-35 H 15-AN CDT 652M CPLE (WC) OGP3	SELLER			
Ву:		Bv:			
Title:					
Entity:					
at				o'clock [
aı	o clock i ami/ ii pin	Date	at	o clock L	am - pm
Date		Date			
Date		Date			
	l acknowledge receipt o				
	l acknowledge receipt c				
ne party(ies) below have signed and	l acknowledge receipt c	of a copy.	AD A NIV		
he party(ies) below have signed and BUYER'S AGENT		of a copy. FIRM / COM			
he party(ies) below have signed and BUYER'S AGENT at		of a copy. FIRM / COM			
ne party(ies) below have signed and BUYER'S AGENT at		of a copy. FIRM / COM			
he party(ies) below have signed and BUYER'S AGENT at Date	o'clock □ am/ □ pm	of a copy. FIRM / COM Address			
BUYER'S AGENTat Date ne party(ies) below have signed and	o'clock □ am/ □ pm	of a copy. FIRM / COM Address			

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Von M. Dotson



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is involved as a Tennessee REALTORS® authorized

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REAL ESTATE PURCHASE AGREEMENT (4324 Blackman Road, Murfreesboro, TN)

THIS AGREEMENT is made as of the 29 day of 2025 ("Effective Date"), between Jeffrey S. Dismukes and Ruby Dianne Dismukes collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase property owned by Seller located at 4324 Blackman Road, Murfreesboro, Rutherford County, Tennessee consisting of approximately 86.08 acres, more or less, further identified as Parcel No. 071-011.03-000 in the Office of the Rutherford County Property Assessor, and as generally depicted on Exhibit "A", less an area of approximately 1.5 acres around Seller's personal home on an adjoining parcel to be retained by Seller, together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

PURCHASE PRICE, PAYMENT, SURVEY

1.1 Purchase Price: Payment, Survey. The total Purchase Price shall be Buyer shall have a new survey of the Property prepared at Buyer's expense which will be utilized to convey title to the Property, and Buyer and Seller must mutually agree on an area of approximately 1.5 acres to be retained by Seller adjacent to Seller's personal house on an adjoining parcel.

- 1.2 <u>Earnest Money Deposit</u>. An earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within ten (10) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.
- 1.3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

- (a) Seller shall pay:
 - (1) For the costs to prepare the Warranty Deed; and

- (2) Seller's attorneys' fees,
- (b) Buyer shall pay:
 - Any transfer taxes on the deed;
 - (2) The costs of the title insurance;
 - (3) The costs of any Phase I environmental site assessment to be obtained

by Buyer, if any;

- (4) The costs of a Survey of the Property;
- (5) The costs of recording the deed; and
- (6) Buyer's attorneys' fees.

2. <u>INSPECTION PERIOD AND CLOSING</u>

- 2.1 Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer will restore Seller's property to a clean and level condition after any studies, testing or inspections Buyer has performed on the Property, and shall repair any damage cause by said studies, testing or inspections. Seller shall cooperate with and assist Buyer in making such inspections and reviews. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. Buyer shall have the option to extend the Inspection Period for two (2) thirty (30) day periods by providing written notice to the Seller prior to the expiration of the then Inspection Period.
- 2.2 <u>Buyer's Termination Right.</u> Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with closing under this Agreement, which election shall be made by written notice to proceed to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice to proceed is timely given to Seller, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become

nonrefundable except for the failure of a closing condition or the default of Seller hereunder. If Buyer terminates, Buyer shall provide Seller copies of any surveys, studies, inspections, or testing Buyer has had performed on the Property, but the same shall be provided without warranty and the Buyer cannot verify the accuracy of any such surveys, studies, inspections, or testing.

2.3 <u>Time and Place of Closing</u>. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the end of the Inspection Period as extended.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

- 3.1 <u>Title.</u> Seller is the owner in fee simple of all of the Property.
- 3.2 <u>Eminent Domain/Condemnation</u>. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.
- 3.3 <u>Environmental Matters.</u> To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.
- 3.4 <u>Foreign Investment and Real Property Tax Act.</u> Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

POSSESSION: RISK OF LOSS

- 4.1 <u>Possession</u>. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.
- 4.2 <u>Risk of Loss.</u> All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:
- (a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or
- (b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

- (a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").
- (b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

TITLE MATTERS.

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

- 6.1 <u>Conditions Precedent to Buyer's Obligations</u>. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:
- (a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.
- (b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.
- (c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.
- (d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.
 - (e) Buyer shall have received the following in form reasonably satisfactory to Buyer:
- (1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and

- (2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and
- (3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 <u>Conditions Precedent to Seller's Obligations</u>. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

BREACH; REMEDIES

- 7.1 <u>Breach by Seller</u>. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.
- Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT. AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

8. MISCELLANEOUS

- 8.1 <u>Commissions</u>. No Commissions are due in regards to this sale.
- 8.2 <u>Notices</u>. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by

registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

Jeffrey S. Dismukes and Ruby Dianne Dismukes

(No P.O. Boxes)

Telephone:

Telephone:

As to Buyer:

Rutherford County Board of Education

Attn: James Sullivan 2240 Southgate Blvd. Murfreesboro, TN 37128

With a copy to

Jeff Reed

Buyer's Counsel:

16 Public Square North Murfreesboro, TN 37130 Telephone: (615) 893-5522 Facsimile: (615) 849-2135 Email: reed@mborolaw.com

With a copy to

Hudson, Reed & Christiansen, PLLC

Escrow Agent: (if required)

16 Public Square North Murfreesboro, TN 37130

Telephone: (615) 893-5522 Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

- 8.3 <u>Time</u>. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend, state holiday, or national holiday, such action, notice or response shall not be required until the next succeeding business day.
- 8.4 <u>Governing Law</u>. This Agreement shall be governed by the laws of the state in which the Property is located.
- 8.5 <u>Successors and Assigns</u>. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By: Claire D. Maxwell, Chairman

"SELLER"

Jeffrey S. Dismukes
Jeffrey S. Dismukes
Un Donne Dismukes

JOINDER OF ESCROW AGENT

- 1. <u>Duties</u>. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.
- 2. <u>Indemnity</u>. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.
- Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.
- 4. <u>Tax Identification</u>. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.
- 5. <u>Continuing Counsel</u>. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC
By:
Its Authorized Agent
Date:

EXHIBIT "A"

ll data on this website represents the 2025 tax year.

lesults GIS Maps Pictures

Account #:

R0134257

Owner Name:

DISMUKES JEFFREY S

Owner Name 2:

RUBY DIANNE

Owner Address:

4604 BLACKMAN RD

4324 BLACKMAN RD

Owner Address 2:

City, State, Zip:

MURFREESBORO, TN 37129

Property Address: Jurisdiction:

000 - Rutherford 071-011.03-000

Parcel #: Subdivision:

G S DISMUKES & BARBARA W DISMUKES RLT WEST OF 124 - G S DISMUKES & BARBARA W

DISMUKES RLT WEST OF 124

Lot #:

Map Book: Dimensions: Land Flag:

44-281 **NODATA** NODATA 86.08000

Units/Acres/Sites: Class:

11 - Agricultural Land Mkt Value: \$287,600 Improvement Value: \$202,300 Yard Item Value: \$54,500 Total Market Appraisal: \$544,400 %

Assessment %:

Assessment: \$136,100 Greenbelt Value: **NODATA**

> Pay your County Taxes Online See your estimated County tax bill

Building Information

View Square Footage

Sale Information

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
2024-03- 20	0.00	2421	2573		
2024-02- 19	0.00	2413	3297		
1994-12- 26	0.00	540	556		DISMUKES G S ETUX BARBARA REVOCABLE LIVING TRUST THE

Jan 1st Owner Name: Jan 1st Owner Name

Jan 1st Owner Address: Jan 1st Owner Address 2:

Jan 1st City, State,

Zip:

NODAT

