

**RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128**

**NOVEMBER 22, 2022
5:30 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

Recommended Approval---motion to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: November 3, 2022 Board Meeting
November 8, 2022 Policy Meeting
November 8, 2022 Special Called Board Meeting**

B. Community Use of Facilities

Fees

LaVergne Middle	Debbie's School of Dance, Auditorium, dance recital, 12/13/22, \$285
Stewartsboro Elementary	North Rutherford Soccer, practices, gym, 12/1/22-02/16/23, \$216
Smyrna Middle	North Rutherford Soccer, practices, gym, 11/29/22-2/16/23, \$720
Smyrna Middle	North Rutherford Soccer, tournament, stadium, 11/19/22-11/20/22, \$2500 **retro review
Oakland Middle	Alliance Volleyball, gym, games/practices 1/3/23-5/15/23, \$166
Oakland High	Kings Hammer Soccer (Boys), Indoor Facility, games/practices, 12/5/22-2/27/23, \$115 hr.

Oakland High	Kings Hammer Soccer (4-5-year olds) Indoor Facility, 1/7/23-2/11/23, \$ 115/hr.
Oakland High	Kings Hammer Soccer Adults, Indoor Facility, 12/7/22-2/22-23, \$115/hr.
Oakland High	Kings Hammer Soccer (Girls), Indoor Facility, 12/6/22-2/20/23, \$115/hr.
Oakland High	Liga Lantino Soccer, Indoor Facility, games/practices, 10/29/22-3/31/23, \$115 hr. **retro review
Oakland High	Outkast Basketball, Gym, practices, 1/8/23-3/5/23, \$36 a week
Siegel High	Stars Wrestling, gym/cafeteria, practices and tournaments, 10/1/22-10/01/23 \$2030 (tournaments) \$18/hr. practices ** retro review
Siegel High	Tennessee Soccer Club, gym, practice 12/5/22-2/27/23, \$540
<u>No Fees</u>	
Roy Waldron	Endure Athletics, cafeteria, after school program for ATLAS, 1/9/23-5/14/23, no fees
Roy Waldron	Girl Scouts 2241, cafeteria, meetings, 11/1/22- 5/23/23, no fees **retro review
Barfield Elementary	Girl Scouts 3059, cafeteria, meetings, 12/5/22-no date, no fees
Thurman Francis	Smyrna Jr. Basketball, gym, practice, 11/4/22-3/31/23, no fees **retro review

*Note: Facility use prior to 9/15/22 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.

**C. Nepotism: Joseph Clark – Lascassas Elementary School - Custodian
David Reid – Smyrna Middle School – Custodian
Lauren Leonard – Smyrna Elementary School – Kindergarten Teacher**

**D. Routine Bids: Bid #3629 – Cabling Pre-Drop
Bid #3631 – Washington DC Trip (Thurman Francis)
Bid #3633 – Heating and Ventilation Replacement in Pool Area
(OHS)
Bid #3634 – Commercial Audio Equipment
Bid #3635 – Dedicated Outside Air Units (Rockvale Elem. and
Stewartsboro)
Bid #3636 – Kitchen Refrigeration Repairs for School Nutrition**

Request to Purchase:

The Maintenance Department would like to purchase from TN Statewide Contract # 209 (1) One 2022 Dur-A-Lift DPM2-40 Material Handling Aerial Device with Knapheide 6132 Service Body (Bucket Truck) from Cumberland International for a total of \$127,962.84.

To be funded from Maintenance Department.

The Maintenance Department would like to purchase from Tallahassee Contract #5179 (4) Four 2023 GMC Sierra 2500HD Regular Cab 4WD 8'Bed Work Truck with service body and ladder rack from Alan Jay Fleet Sales at a cost of \$59,521.00. each for a total of \$238,084.00.

To be funded from the Maintenance Department.

Rutherford County Board of Education request to use the following Cooperative Purchasing Agreement: Education Service Center – Region 19 Allied States Cooperative Contract #SS-PUR-F030.1.

Rutherford County Board of Education requests to piggyback Clarksville Montgomery County Bid #22-5751-AD for Enrollment Analysis/Boundary Analysis awarded to RSP & Associates.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Alexander Mullane	NTE \$1,250.00	Blackman High	School Funds – Volleyball	Assistant Volleyball Coach
Steven Sellers	NTE 1,800.00	Blackman Middle	School Funds – Track	Assistant Track and Field Coach
Emily Marshall	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Devin Drake	\$23.50/hour	Oakland Middle	Use of Facilities - Various Outside Groups	Site Supervision
Paige Hawkins	\$23.50/hour	Oakland Middle	Use of Facilities - Various Outside Groups	Site Supervision
Melissa West	\$23.50/hour	Oakland Middle	Use of Facilities - Various Outside Groups	Site Supervision

Brandon Thomas	NTE \$2,000.00	Oakland Middle	School Funds - Football	Summer workouts / Field Maintenance (2022)
Chris Gray *3	NTE \$300.00	Rock Springs Middle	School Funds - Girls + Boys Basketball	Scoreboard / Announcing
Matt Kovach *3	NTE \$300.00	Rock Springs Middle	School Funds - Girls + Boys Basketball	Official Score Keeper
James Milstead	NTE \$500.00	Rockvale High	School Funds – Football	Supervision
Henry Fields	NTE \$1,500.00	Siegel High	School Funds - Baseball	Facility mowing (Baseball)
Shawn Middleton *6	NTE \$6,500.00	Siegel High	School Funds - Girls Basketball + Softball	Bus Driver / Field Work / Summer (2023) Mowing / Summer (2023) Camp Director
Craig Reavis	NTE \$3,500.00	Siegel High	School Funds - Baseball	Fall / Winter Field Maint./ Camp Director (2023) / Spring Field Maint./ Tournament Director (2023)
Larry Smith *6	NTE \$5,000.00	Siegel High	Various Clubs + Sports	Track Meet timing + Bus Driving
Justin Morton	NTE \$2,500.00	Smyrna Middle	School Funds – Football	Weight room Supervision and Summer Workouts
Kyle Stagner	NTE \$1,000.00	Smyrna Middle	School Funds – Football	Supervise workouts, weight room supervisor, extra duties
Alec Haston	NTE \$1,000.00	Stewarts Creek High	School Funds – Football	Field Maintenance - Practice Field
Madison Kelley	NTE \$500.00	Stewarts Creek High	School Funds - Competition Cheerleading	Cheer Choreography
Alexandria Turner	NTE \$500.00	Stewarts Creek High	School Funds – Football	Graphics and Media
Phillip Nau	NTE \$1,000.00	Stewarts Creek Middle	School Funds - Girls and Boys Basketball	Multiple Scoring Roles
Jeremiah Westbrook	NTE \$2,000.00	Stewarts Creek Middle	School Funds - Football	Assistant Football Coach

Justin Morton *1	NTE \$200.00	Thurman Francis	School Funds - Girls and Boys Soccer	Mowing soccer field
Heather Reedy	NTE 750.00	Thurman Francis	School Funds - Donations from PTO for events	Music DJ for Middle School dances
Covin Skelton	NTE \$750.00	Whitworth Buchanan	School Funds - Girls and Boys Basketball	Basketball Announcer
Tanya Webb	NTE \$1,500.00	Whitworth Buchanan	School Funds - Girls and Boys Basketball	Basketball Bookkeeper
Brady Burns	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Greg Fox	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Shawn Futtrell	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Madi Marsh	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Bryce Messer	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Brayden Shockey	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Tanner Shockey	NTE \$1,000.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Chad Hewitt	NTE \$1,000.00	Oakland High	Softball Boosters	Assistant Softball Coach
Connor Newberg	NTE \$1,200.00	Oakland High	OHS Baseball Booster Club	Assistant Baseball Coach
Hollie Davis	NTE \$1,000.00	Oakland Middle	School Funds - Drama Performance	Choreography + assist during rehearsals
James Fretag	\$170/day	Oakland Middle	School Funds - Band	Percussion Section Rehearsals

Thomas Draper	\$25/lesson	Rocky Fork Middle	School Funds – Band	Percussion lessons
Carolina Herrera	\$25/30 min \$40/hour	Siegel High	Siegel High Band Boosters	Private lessons
Eli Wellman	NTE \$1,500.00	Siegel High	Siegel High Ladies Soccer Boosters	Assistant Women's Soccer Coach
Robert Kucker Jr.	NTE \$1,000.00	Smyrna High	School Funds - Boys Soccer	Assistant Boys Soccer Coach
Scott Minis	NTE \$500.00	Smyrna High	School Funds – Football	Work in Concession Stand
Jeff Shipley	NTE \$1,500.00	Smyrna High	School Funds – Football	Announcer for Football
Anna Smith	\$30/30 min \$60/hour	Smyrna High	School Funds - Chorus - Voice Lessons	Private Voice Instructions
Braxin Carico	NTE \$5,000.00	Stewarts Creek High	School Funds - SCHS Productions	Editing / Video Production
Jamonn Brady *3	NTE \$250.00	Thurman Francis	School Funds - Girls and Boys Soccer	Lining the soccer field and putting out goals and nets
Nathan Smotherman *2	Hourly	Oakland Middle	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2022 / 2023 school year
Corey Hilesheim *2	Hourly	Rocky Fork Elementary	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2022 / 2023 school year
Amanda Richardson *2	Hourly	Smyrna Elementary	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2022 / 2023 school year
Jason Krepp *2	Hourly	Whitworth Buchanan	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2022 / 2023 school year
Robert Sanderson *2	Hourly	Whitworth Buchanan	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2022 / 2023 school year

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

F. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Preston Bailey	Rock Springs Middle School	Band
Thomas Draper	Rocky Fork Middle School	Band
Edward Freytag	Oakland Middle School	Band
Carolina Herrera	Siegel High School	Band
Anna Kristine Smith	Smyrna High School	Choir
Hollie Davis	Oakland Middle School	Theatre
Cedric Doss	Blackman High School	Track
Faith McCaghren	Central Magnet	Softball
Jerry Rzemieniewski	Eagleville	Wrestling
Chad Hewitt	Oakland High School	Softball
Conner Newburg	Oakland High School	Baseball
Brett Hoehn	Riverdale High School	Swimming
Haneff Sharif	Rockvale High School	Track
Chad Vinson	Rockvale High School	Boys Basketball
Jeremy Black	Rocky Fork Middle	Golf
Kristofer Smith	Smyrna Middle School	Baseball

Recommended Approval---motion to approve the consent agenda items as presented.

6. VISITORS

7. PRE-K PROGRAM RATIONALE GRANT

The VPK Grant is used to partially fund our 21 Voluntary Pre-K Programs. Early this school year, the Rutherford County School Board approved the acceptance of the \$1,868,639.61 grant. The TDOE has now offered an additional \$88,982.84 in grant monies to support opening a 22nd VPK classroom in Rutherford County Schools. The classroom location would be Plainview Elementary where we currently have a full class of 20 VPK students. We have an additional 40 income qualifying 4-year old students on waiting lists for Plainview Elementary School and Christiana Elementary School that will help to fill the seats in an additional Plainview Elementary VPK classroom.

Recommended Approval---motion to approve the acceptance of additional VPK Grant monies totaling \$88, 982.84 as presented.

8. SAFE SCHOOLS ASSISTANT (TAB 2)

Under the direct supervision of the Safe Schools Director, the Safe Schools Assistant is to provide coordination and leadership in the development, implementation, and evaluation of emergency preparedness programs. The position is responsible for the implementation and oversight of emergency operations planning and training, emergency drills and exercises, and compliance with all applicable state and federal laws. This position will oversee the daily operation of all Safe Schools initiatives, including grant writing, research and needs assessments, training and project mentoring.

Recommended Approval---motion to approve the Safe Schools Assistant position that will be under the direct supervision of the Safe Schools Director and will oversee the daily operation of all Safe Schools initiatives, including grant writing, research and needs assessments, training and project mentoring as presented.

9. CURRICULUM AND INSTRUCTION (TAB 3)

Cardonex is a master schedule builder and staffing tool that will assist our high schools in maximizing their secondary teaching staff. This software is compatible with our student information system (SIS) and will review our staff utilization to deliver over 90% of students' first-choice classes in 75% less time. Cardonex integrates with our SIS to upload each night all the course requests for a campus. The district determines the parameters it would like to use as far as staffing ratios, class-size limitations on courses, which courses will be co-seated or how long the course will be each day. This platform will be purchased through ESSER 3.0 funds and will be utilized in the spring semester of 2023 to prepare for our 2023-2024 school year.

Recommended Approval---motion to approve ESSER 3.0 funds to pay for Cardonex as a master schedule builder and staffing tool in our high schools in the amount of \$129,721.00 for the 2023-2024 school year as presented.

10. LEGAL (TAB 4)

1. Disciplinary Hearing Appeal #22-1101

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold a Level IV offense of a student from Riverdale High School, pursuant to Board Policy 6.317. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;**
- B. Modify the decision to a lesser penalty*; or**
- C. Grant a formal hearing before the Board.**

***Except Zero Tolerance offenses. See Board Policy 6.317.**

Recommended Approval---motion for the Board to initiate in line with one of the above options as presented.

2. Out of County Transfer (3)

Transfer Student Under Discipline #1

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled through the end of the 2022-2023 school year for assault of a teacher.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission

Recommended Approval---motion to approve or deny admission to the out-of-county student as presented.

Transfer Student Under Discipline #2

The Board has been requested to admit a transfer student from another school system Under discipline. The student was expelled through the end of the 2022-2023 school year for being in possession of a loaded handgun on school property.

According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission

Recommended Approval---motion to approve or deny admission to the out-of-county student as presented.

Transfer Student Under Discipline #3

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for harassment/bullying.

According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit and place into alternative school

Recommended Approval---motion to approve or deny admission to the out-of-county student as presented.

3. Recommended Policy Changes

The policies below are recommended on the first reading. These policies will be brought to the next scheduled board meeting for a second and final reading.

Policy Changes:

a. Policy 1.400: School Board Meetings

Adds language for board agendas and changes the size of signs allowed in the board room.

b. Policy 1.404: Appeals to and Appearances Before the Board

Changes the time for making application to speak to the board.

c. Policy 1.602: Administrative Committee

Changes term limits for policy committee members.

d. Policy 1.703: School Attendance Zones and Exemptions

Adds language to clarify process for zone exemptions.

e. Policy 1.901: Charter School Applications

Updates deadlines pursuant to State Board of Education rules.

f. Policy 1.903: Charter School Oversight

Updates language pursuant to State Board of Education rules.

g. Policy 2.810: Payment Procedures

Updates the information provided to the Board regarding revenues and expenditures.

h. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)

Clarifies language for class rank and calculation of GPA.

i. Policy 6.202: Home Schools

Adds language that homeschooled students can participate in JROTCS pursuant to federal regulations.

j. Policy 6.317: Student Disciplinary Hearing Authority

Adds review of DHA decisions by the Director of Schools.

k. Policy 6.407: School Social Work Services

Changes language to clarify services of school social workers.

l. Policy 6.701: Student Solicitations/Fundraising Activities

Changes language to allow principal to approve fundraising activities.

Recommended Approval---motion to approve the adopt the above policies on the first of two readings as presented.

4. New Policies

a. Policy 3.501: Water Access

New policy to address water access for students.

Recommended Approval---motion to approve the adopt the above policy on the first of two readings as presented.

11. FINANCIAL MATTERS

- 1. For payroll purposes, the request to recognize the abbreviated 2-hour days of December 16th and May 26th as a full day of pay for classified staff. These hours are already budgeted, and this request would return these days to the same payroll days for each year prior to 2021.**

Recommended Approval---motion to approve the abbreviated 2-hour days of December 16th and May 26th as a full day of pay for classified staff as presented.

12. FACILITIES AND CONSTRUCTION

1. Bid #3627 Urinal Screens

Engineering and Construction is requesting to fund Bid #3627 the was approved on 10-12-2022. This bid is for the urinal screens at 42 schools at a cost of \$175,607.00. This project was not included in this year's budget. Engineering is requesting to use ESSER 2.0 funds for this project.

Recommended Approval---motion to approve the Bid #3627 for urinal screens in 42 schools at a cost of \$175,607.00 using the balance of ESSER 2.0 funds as presented.

13. BLACKMAN PROPERTY DISCUSSION (TAB 5)

John M. Sullivan, SRA has provided appraisals for the John L. Batey Property. Mr. Lee and Mr. Reed are seeking direction from the Board on how they would like to move forward.

14. ARCHITECTURAL DESIGN FEES

Engineering and Construction is requesting to begin the design process for an addition to Stewarts Creek Elementary and an Annex at Blackman Elementary to relieve overcrowding. Based on the 5-year building program and 5% design fees for the approved Architects we are requesting to fund \$500,000.00 and \$700,000.00 respectively.

These funds will come from the Building Program. This item was tabled at the Special Called Meeting held on November 8, 2022 and is being brought back before the Board as presented.

Recommended Approval---motion to approve the funding for the design of an addition for Stewarts Creek Elementary and an Annex for Blackman Elementary as presented.

15. PORTABLE PURCHASE

Engineering and Construction is requesting to purchase 5 double portables for Stewarts Creek Elementary and 5 for additional schools as needed. Due to growth and no portables becoming available for the next school year, there will be a need for these portables. Portables will need to be purchased after the first of the year to be available for next summer installation. Anticipated cost is \$125,000.00 each and the installation materials, furniture and technology to be \$35,000.00 each. Engineering is requesting to use \$1,250,000.00 from fund 177 fund balance to purchase these portables and use \$350,000.00 if necessary, from fund 177 as well. This item was tabled at the Special Called Meeting held on November 8, 2022 and is being brought back before the Board as presented.

Recommended Approval---motion to approve funding 10 double portables at a cost of \$1,600,000.00 from Fund 177 fund balance as presented.

16. FINANCIAL REPORT

17. INSURANCE UPDATE

18. DIRECTORS UPDATE

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

20. FEDERAL RELATIONS NETWORK (FRN) UPDATE

21. GENERAL DISCUSSION

22. ADJOURNMENT

23. EXECUTIVE SESSION

**RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of November 3, 2022

Board Members Present

Tammy Sharp, Board Chair

Caleb Tidwell, Vice-Chair

Coy Young

Shelia Bratton

Claire Maxwell

Katie Darby

Frances Rosales

Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dr. Kelly Chastain

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. APPROVAL OF AGENDA

Motion made by Mrs. Bratton, seconded by Mr. Tidwell, to approve the agenda as presented.

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: October 12, 2022 Board Meeting

B. Community Use of Facilities

Fees

Rockvale Elementary School	Fourth Watch Baptist Church, Gym/Cafeteria, Church services, asap-10/31/23, \$72 a week
Buchanan Elementary	Kean Family, baseball party, baseball field, 11/5/22, \$72
Rockvale High	Kedva Patider Samaj Inc., Garba (dance) class, 9/24/22, 10/1/22, 10/8/22, 10/15/22, 11/5/22 \$3,700 **retro review
Oakland Middle	Top Notch Basketball, Gym, games, 2/1/23-5/31/23, \$72 a week
Smyrna High	East Coast Sox Baseball, baseball field, practice 10/01/22-10/01/23, \$136, **retro review

No Fees

Lascassas Elementary	Boy Scouts, meetings, cafeteria, no fees 10/19/22-5/24/23
Wilson Elementary	Girl Scouts 1528, meetings, cafeteria, no fees 10/26/22-10/26/23
Wilson Elementary	Girl Scouts 1543, meetings, cafeteria, no fees 10/25/22-05/31/23
McFadden	Girl Scouts, meetings, cafeteria, no fees 10/1/22-05/31/23
Thurman Francis	Smyrna Jr Basketball, games, gym, no fees 12/3/22-03/11/23
Rocky Fork Middle	Girl Scouts, meetings, cafeteria, no fees 10/27/22-06/01/2023

***Note: Facility use prior to 9/15/22 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.**

**C. Transportation: Request for voluntary termination of contract Bus #227
Request for voluntary transfer of contract Bus #140**

**D. Nepotism: Ofelia Sanchez - Rockvale High School – Custodian
Stephen Dunaway – John Colemon Elementary – ESL
Chelsea Spicer – Rocky Fork Middle - EA**

**E. Routine Bids: Bid #3623 – New York Performing Arts Trip (Central Magnet)
Bid #3628 – Gas Fryer (Blackman High)**

Request to Purchase:

Rutherford County Board of Education CTE Department is requesting to use Meigs County Bid Contract for Stand Alone Welding Booths.

Request to Purchase:

Riverdale High School would like to purchase an Axis 500 4x4 UTV at a cost of \$6,000.00 from Lowe's. To be funded through Riverdale High School.

Request to Purchase:

The Maintenance Department would like to purchase from TN Statewide Contract #209 a 2022 CV515 SFA International Box Truck from Cumberland International Trucks, Inc. at a cost of \$89,153.36. To be funded from Maintenance Funds.

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Sean Holt	NTE \$720.00	Blackman Middle	School Funds - Girls & Boys Basketball	Timekeeper/Score Board for Varsity/JV
Josh Carroll	NTE \$2,250.00	Siegel High	School Funds - Cross Country	Assistant Cross-Country Coach
Henry Fields *4	NTE \$150.00	Siegel High	School Funds - Football	Announcer/Scoreboard/Music (Amount approved is now \$750)
Cora Proctor	NTE \$2,250.00	Siegel High	School Funds - Cross Country	Assistant Cross-Country Coach
Eric Smith	NTE \$5,000.00	Siegel High	School Accounts-Variou	Bus Driver
Martavean Dockery	NTE \$500.00	Siegel Middle	School Funds - Boys Basketball	Assistant Boys Basketball Coach
David Johnson	NTE \$1,500.00	Smyrna High	School Funds - Volleyball	Assistant Volleyball coach

Caitie Wester	NTE \$1,200.00	Smyrna High	School Funds - Volleyball	Assistant Volleyball coach
Thomas Chesnut	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching
LaToya Shelton	NTE \$1,000.00	Whitworth Buchanan	School Funds- Various	Designing and Printing T-shirts and Blankets
Brenda Williams	NTE \$350.00	Central Office	BOE-Instruction	Piano Accompanist for All County Choir
Holt Gillespie	NTE \$1,000.00	Eagleville	School Funds-Jr. Pro Basketball	Officiating for Jr. Pro Basketball at various County Schools
David Humbertson	\$30/lesson	Rockvale Middle	School Funds - Band	Brass Lessons
Jovan Quallo	\$30/half hour	Rocky Fork Middle	School Funds - Band	Saxophone Lessons
Benjamin Smith	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Colorguard Technician / Instruction
David Albert	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Joe Beckman	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Blair Callaway	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Evan Clifton	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/Lessons
Jessica Dunnivant	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Alan Emerson	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Loren Gregory	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Jonathan Jarrell	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication

Albert Lo	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Chris Mondak	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Stephen Morgan	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Damon Padilla	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Alexis Pierce	NTE \$2,000.00	Stewarts Creek High	School Funds- Girls Basketball	Assistant Girls Basketball Coach
Jovan Quallo	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Joseph Roche	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Matt Savage	NTE \$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Megan Walters	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Garen Webb	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Jennifer Zimmerer	NTE \$5,000.00	Stewarts Creek High	School Funds - Band + SCHS Music Boosters	Section Coaching/ Lessons
Ellie Lifferth	\$23/lesson	Thurman Francis	School Funds - Swimming	Lifeguard
Tracy Harris *2	Hourly	Blackman Middle	School Funds - Girls & Boys Basketball	Bookkeeper for Girls & Boys Basketball

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

G. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Evan Clifton	Stewarts Creek High School	Band
Jessica Dunnivant	Stewarts Creek High School	Band
David Humbertson	Rockvale Middle School	Band
Chris Mondak	Stewarts Creek High School	Band
Stephen Morgan	Stewarts Creek High School	Band
Jovan Quallo	Rocky Fork Middle School	Band
Jovan Quallo	Stewarts Creek High School	Band
Benjamin Smith	Siegel High School	Band
Megan Walters	Stewarts Creek High School	Band
Garen Webb	Stewarts Creek High School	Band
Jennifer Zimmerer	Stewarts Creek High School	Band
Tim Denney	Central Magnet	MS Softball
Darya Drugmand	Central Magnet	Swimming
Jerry Gardner	Eagleville	MS Softball
Wyatt McLemore	Eagleville	Wrestling
Harry Crawford	Rockvale Middle	Boys Basketball
Christian Frans	Rocky Fork Middle	Wrestling
Andrew Jennings	Stewarts Creek High	Boys Basketball
Alexis Pierce	Stewarts Creek High	Girls Basketball
Jeremy Curtis	Eagleville	Archery
Rodney Bonds	Christiana Middle	Girls Basketball
Howard Bell	Oakland High	Girls Basketball
Neeley Emore	Oakland High	Girls Basketball
Brian Smotherman	Rockvale High	Archery
Lexi Davis	Siegel High	Cheer
Sam Gorden	Siegel High	Boys Basketball
Evan Hill	Siegel High	Boys Basketball
Taylor Ticknor	Siegel High	Wrestling
Janasia Williams	Siegel High	Girls Basketball
Jeff Shipley	Stewarts Creek Middle	Softball
Delaney Amos	Riverdale High	Swimming
Taylor Chelse Freeman	Riverdale High	Girls Basketball

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the consent agenda items as presented.

Vote: All yes

Motion passes.

6. RECOGNITION

The Rutherford County Board of Education honored Mrs. Joyce Michaels for her many years of service and dedication to Rutherford County Schools by naming the board room in her honor as “The Joyce Michaels Board Room”. Mrs. Michaels served as the Executive Administrative Assistant to the Director of Schools and Rutherford County School Board from 1986 until 2021. She served nine (9) Superintendents and countless board members during that time. Several past Superintendents including Mr. Spurlock, Mr. Odom, Mr. Gill and Mr. Watson shared memories of their time working with Mrs. Michaels.

7. VISITORS

There were no visitors.

8. APPROVAL OF CALENDAR FOR SCHOOL YEAR 2023-2024

Motion made by Mrs. Bratton, seconded by Mrs. Rosales, to approve the calendar for the school year 2023-2024 as presented.

Vote: All yes

Motion passes.

9. STRATEGIC PLANNING

The Rutherford County Schools Board recently held a retreat October 13th and 14th with the purpose of setting a new strategic plan. As part of this retreat, a modified vision, mission, and 5 district goals were developed.

Mission: Investing in our students for tomorrow’s possibilities

Vision: Collaborative Culture. Successful Students. Empowered Educators. Proactive Planning

Goals:

- 1. Provide early interventions that address student needs and support the whole child.**
- 2. Recruit, retain, and support highly effective employees for our growing and diverse student population.**
- 3. Increase achievement for all students by providing a high quality and equitable education.**
- 4. Create efficient operations that optimize the investment in our students.**
- 5. Ensure all facilities provide a safe and equitable space for our district to learn and grow.**

Motion made by Mr. Tidwell, seconded by Mrs. Rosales, to approve the RCS Mission, Vision, and Goals as presented.

Vote: All yes

Motion passes.

10. ANNUAL CALENDAR

Motion made by Mrs. Maxwell, seconded by Mrs. Rosales, to approve the Annual Board Calendar as presented.

Please note, the 23-24 Annual Calendar will be voted on in June 2023.

Vote: All yes

Motion passes.

11. SCHOOL SAFETY

The Board has requested to entertain a 2nd position for school safety. Currently, RCS has one position allocated directly to school safety and this position would serve as an assistant to our school safety director. Due to the time sensitive nature of school safety, this position would best be filled as soon as possible instead of waiting until the 23-24SY budget process. The position would be funded out of ESSER 3.0 funds for the 22-23 SY and included as part of the GP budget for 23-24.

Motion made by Mrs. Maxwell, seconded by Mrs. Rosales, to approve an assistant school safety director as presented.

Vote: All yes

Motion passes.

12. SCHOOL BOARD MEMBER CELL PHONES

Several Board members have requested a vote on providing a cell phone for school board members due to concerns about FOIA and personal devices. This is a Board specific item and would require further funding approval from the County Commission and required committees. Estimated cost is \$55 per phone per month and \$400 one-time charge for purchase of phone. Maximum cost to be funded through fund balance would be approximately \$7,400 for all Board members and minimum cost would be \$1060 for one Board member.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to deny the purchase of cell phones for school board members as presented.

Roll Call Vote: Yes – Mrs. Maxwell, Mrs. Bratton, Mrs. Darby, Mr. Tidwell, Mrs. Rosales, Mr. Young, Ms. Sharp

No – none

Motion passes.

13. CURRICULUM AND INSTRUCTION

1. Rutherford County Schools Online Teaching Contract

The Curriculum and Instruction Department is requesting permission to continue the Rutherford County Schools Online Teaching Contract from January 2023 through May 2023. The contract outlines an agreement between Rutherford County Schools and teachers to provide instruction in online courses outside the regular school day for additional pay beyond the teacher's normal salary. Teachers would receive a base pay for each course and an additional payment per student in the course each term. A copy of the contract is attached.

Motion made by Mr. Tidwell, seconded by Mrs. Rosales, to approve the use of the Rutherford County Schools Online Teaching Contract to use as an agreement between Rutherford County Schools and teachers. General Purpose funds from the Curriculum and Instruction department will pay 100% of this contract as presented.

Vote: All yes

Motion passes.

2. Rutherford County Schools Online Course Curriculum Writing

The Curriculum and Instruction Department is requesting permission for Rutherford County Schools to begin writing course curriculum in the Schoology platform for classes offered through RCS Online. Beginning Summer 2023, RCS would like to begin utilizing its own curriculum through the Schoology platform and discontinue use of Imagine Learning for students seeking initial credits towards graduation. Item (e) of the online teaching contract outlines an agreement between Rutherford County Schools and teachers to write the course content and upload to the Schoology platform. These responsibilities will be performed outside the regular school day for additional pay beyond the teacher's normal salary. Teachers would receive a base pay of \$2500 for each half credit course written.

Motion made by Mrs. Maxwell, seconded by Mr. Tidwell, to approve the use of the Rutherford County Schools Online Teaching Contract to use as an agreement between Rutherford County Schools and teachers writing curriculum for the RCS Online program. General Purpose funds from the Curriculum and Instruction department will pay 100% of this contract as presented.

Vote: All yes

Motion passes.

14. AGREEMENT FOR SPONSORSHIP AND ADVERTISING BETWEEN MTSU AND STEWARTS CREEK HIGH SCHOOL

Motion made by Mrs. Darby, seconded by Mrs. Maxwell, to approve the agreement between MTSU and Stewarts Creek High School as presented.

Vote: All Yes

Motion passes.

15. COLLABORATIVE CONFERENCING COMMITTEE

Pursuant to Section 49-5-605, the Board of Education is required to appoint Management personnel to serve on a committee following a majority vote in favor of collaborative conferencing.

**Andrea Anthony
Kelly Chastain
Kay Martin
Brian Lewis
Suszane Freeze
Letoni Murry
Larry Creasy**

Motion made by Mr. Young, seconded by Mrs. Rosales, to approve the Board of Education representatives for the collaborative conferencing committee as presented.

Vote: All yes

Motion passes.

16. TRADEMARK AGREEMENT

Walter Hill Elementary School, Buchanan Elementary School and Whitworth Buchanan Middle School are requesting approval of the attached contract with Georgia Institute of Technology for five (5) years from signed contract date for each school as presented.

Motion made by Mr. Young, seconded by Mrs. Darby, to approve the contracts between Walter Hill, Buchanan Elementary and Whitworth Buchanan Middle School and Georgia Technology Institute for five (5) years from signed contract date for each school as presented.

Vote: All yes

Motion passes.

17. AFFILIATION AGREEMENT WITH FORTIS INSTITUTE

The Nursing Department at Fortis Institute has requested clinical affiliation with RCS. They would like students enrolled in their Associate Degree Nursing Program to shadow a Rutherford County Schools school nurse as part of their Pediatric clinical rotations. This would involve approximately 12 students per semester, beginning in January 2023.

Motion made by Mrs. Maxwell, seconded by Mrs. Rosales, to approve the agreement with the Nursing Department at Fortis Institute and Rutherford County Schools as presented.

Vote: All yes

Motion passes.

18. LEGAL

1. Out of County Transfer Student (1)

Motion made by Mrs. Rosales, seconded by Mrs. Bratton, to deny Out of County Transfer for student #1 as presented.

Vote: All yes

Motion passes.

2. Disciplinary Hearing Appeal-Case 22-1001

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from LaVergne Middle School. Per Policy 6.317, the Board may:

- A. Affirm the decision of the DHA;**
- B. Modify the decision to a lesser penalty*; or**
- C. Grant a hearing before the Board**

***Zero Tolerance offenses as set forth in the statute require mandatory calendar year expulsion or assignment to alternative placement for a calendar year unless modified by the Director of Schools.**

Motion made by Mr. Young, seconded by Mrs. Rosales, to Affirm the decision of the DHA as presented.

Vote: All yes except Mrs. Darby who abstained from the vote.

Motion passes.

19. FACILITIES AND CONSTRUCTION

1. Oakland Middle School Soccer Field Request

Principal Brad Decker is requesting to place addition dirt on the soccer field at Oakland Middle School. This request is for the placement of approximately 40-50 loads of additional topsoil to the soccer field. This request has an undetermined cost at this time. However, it will be at no cost to the Board. Engineering has reviewed the request and approves.

Motion made by Mr. Tidwell, seconded by Mrs. Darby, to approve the request from Brad Decker to allow the placement of 40-50 loads of Dirt on the soccer field as presented.

Vote: All yes

Motion passes.

2. Review of property that has been reviewed since the last meeting (For information and discussion only)

There was no further discussion on this item.

3. Verizon Radio Request

The Board has not been receptive to radio towers in the recent past. Verizon has requested a tower at Stewartsboro Elementary. Bringing to the board at their request for comments. (For information and comments only)

The Board agreed it is not in favor of this request at the present time.

4. Bid #3627 Urinal Screens

Engineering and Construction is requesting to fund Bid #3627 that was approved on 10-12-2022. This bid is for the urinal screens at 42 schools at a cost of \$175,607.00. This project was not included in this year's budget. Engineering is requesting to use fund 177 fund balance to fund this project.

There was much discussion on funding and budgeting from the Board on this item.

Motion made by Mrs. Rosales, seconded by Mr. Young, to table this item and bring it back before the board for approval at the November 22, 2022 board meeting.

Vote: All yes

Motion passes.

5. Architectural Design Fees

Engineering and Construction is requesting to begin the design process for an addition to Stewarts Creek Elementary and an Annex at Blackman Elementary to relieve overcrowding. Based on the 5-year building program and 5% design fees for the approved Architects we are requesting to fund \$500,000.00 and \$700,000.00 respectively. These funds will come from the Building Program.

Motion made by Mrs. Bratton, seconded by Mr. Tidwell to table this item and bring it back before the board for discussion and vote at the Special Called Meeting on November 8, 2022.

Vote: All yes

Motion passes.

6. Portable Purchase

Engineering and Construction is requesting to purchase 5 double portables for Stewarts Creek Elementary and 5 for additional schools as needed. Due to growth and no portables becoming available for the next school year, there will be a need for these portables. Portables will need to be purchased after the first of the year to be available for next summer installation. Anticipated cost is \$125,000.00 each and the installation materials, furniture and technology to be \$35,000.00 each. Engineering is requesting to use \$1,250,000.00 for fund 177 fund balance to purchase these portables and use \$350,000 if necessary, from fund 177 as well.

Motion made by Mrs. Bratton, seconded by Mr. Tidwell, to table this item and bring it back before the board for discussion and vote at the Special Called Meeting on November 8, 2022.

Vote: All yes

Motion passes.

20. FINANCIAL MATTERS

1. Fund 177 Capital Projects Budget, Re-budgeting Prior Year Encumbrances

This amendment budgets \$188,963 from 34685- Committed for Capital Projects Fund Balance to Education Capital Projects 99100-399-Other Contracted Services to cover amended change orders and future expenditure items regarding Smyrna High Football Turf Project. The remaining balance after project is complete will stay in Fund 177 and be spent accordingly to donor guidance. In addition, the attached 177 Budget amendment spreadsheets show amounts to be amended internally between projects.

Motion made by Mrs. Darby, seconded by Mrs. Maxwell, to amend \$188,963 from Committed for Capital Projects Fund Balance to Capital Projects 99100-399- Other Contracted Services in regard to Smyrna High Football Turf Project. Lastly, to amend the amounts of the internal projects as presented in attached Budget amendment spreadsheet as presented.

Vote: All yes

Motion passes.

2. Grant Writer Position

The Budget and Finance Department would like to request a Grant Writer position. The purpose of the Grant Writer position would be to identify the potential of new funding sources, development of fundraising resources for existing and proposed programs and/or services, writing grants, collaborating on grant applications with various district programs, and processing, monitoring and coordinating required report evaluations on existing grants. The proposed position would be funded through ESSER 3.0 funds and would be pending our December 2022 ESSER revision to TDOE.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the job description for the Grant Writer position for the remainder of the 2022-2023 school year as presented.

Vote: All Yes

Motion passes.

21. FINANCIAL REPORT

Dr. Sullivan discussed the October financial report information.

22. INSURANCE UPDATE

No updates at this time.

23. DIRECTORS UPDATE

No new updates at this time.

24. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

No new updates at this time.

25. FEDERAL RELATIONS NETWORK (FRN) UPDATE

No new updates at this time.

26. GENERAL DISCUSSION

Mr. Young discussed school capacity and rezoning concerns.

Board members as well as county commissioners will be taking a tour of Oakland High and Riverdale High on Friday November 4th. Mrs. Rosales and Mrs. Bratton asked for more advanced notice of future tour opportunities to be able to make plans to attend.

Dr. Sullivan discussed the new Grow our Own partnership with Lipscomb University for classified staff members as an opportunity to earn their master’s degree and begin teaching in August 2023.

27. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 7:24 P.M.
Motion made by Mrs. Maxwell.

Tammy Sharp, Board Chairman

Date

Dr. James Sullivan, Director of Schools

Date

Rutherford County Board of Education

2240 Southpark Drive
Murfreesboro, TN 37128

Policy Committee Meeting
November 8, 2022

Board Members Present

Tammy Sharp, Chair
Caleb Tidwell, Vice Chair
Shelia Bratton
Katie Darby
Claire Maxwell
Frances Rosales
Coy Young

Committee Members Present

Dr. Kay Martin
Dr. Mark Gullion
Dr. Cary Holman
Shannon Creekmore
Kaitlyn Benavides
Susan Quesenberry
Robert Brooks, Jr.

Dr. James Sullivan, Director of Schools

Others Present

Monika Ridley
Jeff Reed
Kelsey Bickford

The Board Chairman, Ms. Sharp, called the meeting to order at 5:00 p.m. All stood and recited the pledge, which was led by Ariana Tidwell. Ms. Sharp moved for approval of the minutes, which was made by Shelia Bratton and seconded by Caleb Tidwell. She then turned the meeting over to Monika Ridley.

Ms. Ridley gave an overview of what the policy committee's purpose is. Including all changes, reviews, updates in the law, suggestions from parents, teachers, and schools. She also gave an overview of what the committee's steps are.

Dr. Sullivan also gave an overview of the importance of the policy committee. He spoke about what the role of the committee is and how that impacts the board. Dr. Sullivan gave an example of what a policy looks like and how it is put together. He spoke about examples of references such as T.C.A codes. Dr. Sullivan handed the meeting back over to Ms. Ridley.

Policy Changes

The policy meeting began with a review of Policy 1.400- School Board Meetings to discuss signs and posters. Discussion held:

Ms. Ridley began what the proposed discussion is regarding posters and signs. Ms. Ridley read what the current policy states. Mr. Tidwell began the discussion regarding parent restrictions regarding bringing posters to the school for events related to their sign size. Mr. Tidwell spoke about the importance of free speech. Ms. Bratton picked up the discussion stating that she disagrees with the sign increase from 8.5x11 based on the concern on what some of the signs could say with the size increase. Mr. Tidwell stated his opinion has not changed and proposed language change to allow poster boards in the back row larger than 8.5x11. Dr. Holman stated that from an administrative standpoint he believes that the current size will keep it more limited and uniform. He stated that his concern is that if a parent brings a large yard sign that it could cause more issues. His opinion is to keep the size currently 8.5x11.

Ms. Sharp added that the limit should be poster board size. Ms. Darby stated that the largest size should be 18x24 and that they should sit in the back. Mr. Reed gave clarification on who gets to vote
Ms. Rosales abstained from voting
Roll Call vote called

There being no further questions.

Motion was made by Caleb Tidwell and seconded by Katie Darby, to approve Policy 1.400.

Second Motion made by Frances Rosales and seconded by Caleb Tidwell, to approve 1.400, to change the language regarding posting the agenda timeframe.

Vote: 9-yes 5-no 1-abstain

Roll Call Vote:

Tammy Sharp- Yes

Dr. Kay Martin- No

Dr. James Sullivan- Yes

Caleb Tidwell- Yes

Dr. Mark Gullion- No

Claire Maxwell- Yes

Dr. Cary Holmon- No

Shelia Bratton- No

Shannon Creekmore- Yes

Coy Young- No

Kaitlyn Benavides- Yes

Frances Rosales- Abstain

Susan Quesenberry- Yes

Katie Darby- Yes

Robert Brooks Jr.- Yes

The policy committee reviewed Policy 1.404- Appeals to and Appearances Before the Board to discuss the notice requirement to speak before the Board. Discussion held:

Ms. Ridley gave an overview of the current policy. Mr. Tidwell began the discussion stating that some parents wanted to speak but were outside the 24-hour window for signing up. He would like it to be up to 15 minutes before the meeting. Ms. Maxwell gave the opinion that the 24-hour rule would help people who are upset to give them a chance to calm down and collect their thoughts. Ms. Rosales picked up the discussion stating that we should change it to noon, the day of the meeting, for people who saw the agenda at the last meeting and miss the 24-hour window. Dr. Sullivan stated that noon on the day of the meeting would work. It would also help to be able to know the issue ahead of time so that other steps that need to be taken can be taken before the meeting. Also, to be able to check to make sure that the people who want to speak are residents or educators of Rutherford County.

Ms. Bratton stated that she feels that agendas are printed in plenty of time for parents/community to see and sign up to speak and that the 24-hour time limit should remain. Ms. Darby stated that noon is a nice compromise. Ms. Benavides asked what the period from the time the agenda is posted, and Dr. Sullivan stated it is posted 5 days before the meeting. Mr. Holman asked if parents are notified when the agenda is posted. Mr. Holman stated that it should be out of respect for the board members' time and the agenda should remain 24 hours. Ms. Bratton talked about how times could change, and red-hot items could come forward and no one knew until right before the meeting. Mr. Brooks talked about the importance of the school board, and it is here for whether discussion is heated or not. Mr. Brooks talks about how when he wanted to come and speak before the meeting, he signed up to speak at the meeting. He reported that most parents are unaware of the agenda being posted or that there is a 24-hour deadline to sign up to speak at the meeting.

Dr. Sullivan spoke about educating parents on getting concerns to him to help with issues before going to the board. Dr. Holman stated that it is important to educate parents about where the agenda is, when it is posted, and the deadline is to sign up to speak. Ms. Rosales wants to add the language to specify the 5 days (calendar, business etc.) except specially called meetings and work sessions and how everything is communicated. Mr. Reed clarified what the TCA says about deadlines, agenda posting times, etc. He and Dr. Sullivan talked about the hard line that would draw specifying putting 5 days

especially when something may need to be added at the last minute. Ms. Rosales changed from 24 hours to noon.

There being no further questions.

Motion was made by Frances Rosales and seconded by Caleb Tidwell, to approve Policy 1.404.

Vote: All yes except for Shelia Bratton.

The policy committee reviewed Policy 1.602- Administrative Committee to discuss terms for policy committee members. Discussion held:

Ms. Ridley talked about the current policy regarding term amounts. Dr. Sullivan wants it to be a 1-year commitment. Mr. Tidwell asked to change the start time to October 1st of each calendar year. Dr. Holman asked about a student member of the board. Ms. Bratton talked about the criteria for a student and that it is a non-voting member.

There being no further questions.

Motion was made by Caleb Tidwell and seconded by Katie Darby, to approve Policy 1.602.

Vote: All vote yes.

The policy committee reviewed Policy 1.703- School Attendance Zones and Exemptions to add language to clarify process for zone exemptions. Discussion held:

Ms. Ridley gave an overview of the current policy. Dr. Sullivan started the discussion regarding timelines for school choice and zone exemptions. Also, students with a zone exemption for a program they want to attend but if they withdraw from that program then their zone exemption is revoked. Ms. Maxwell said it was her concern that students may try to get into the school, then drop the program and stay in it. She also spoke about students in senior year and athletes and changing the school based on athletic programs. Several board members spoke about TSSAA guidelines. The changes to this policy are there to clean up the policy and comply with a new law.

There being no further questions.

Motion was made by Katie Darby and seconded by Claire Maxwell, to approve Policy 1.703.

Vote: All vote yes

The policy committee reviewed Policy 1.803- Tobacco and Vape-Free Schools to add language regarding education and prohibitions on advertising of tobacco products. Discussion held:

Dr. Sullivan asked to table this policy at the January meeting due to already having tobacco and vape free policy in place.

There being no further questions.

Motion was made by Frances Rosales and seconded by Shelia Bratton, to table Policy 1.803 to the next policy meeting.

Vote: All vote yes

The policy committee reviewed Policy 1.806- Advertising and Distribution of Materials in the Schools to discuss political signs. Discussion held:

Ms. Ridley began with an overview of what the currently says. Ms. Sharp began the discussion regarding #7 on the policy is the issue. Ms. Maxwell reported that she also has an issue with this section

and wants someone to be able to stand and hold a sign, no talking, no handing out materials, no soliciting. Dr. Sullivan brought up the issue of who is going to keep control of people. He said there must be guidelines. Ms. Maxwell said no one should stand signs during school hours. Ms. Sharp asked about limiting people to sidewalks only.

Ms. Bratton asked Mr. Reed about what other districts. He went through a list of counties that prohibit political signs. He also talked about what the Supreme Court states regarding public forums and school parking lots are non-public forums. He talked about restricting the area they can stand, etc. Also stated that this policy came from TSBA. Ms. Darby talked about the concern regarding the political environment and that issues could arise. Ms. Maxwell would want strict parameters regarding what people can do. Ms. Sharp talked about issues. Mr. Tidwell talks about people wearing political shirts to a football game and holding a sign is no different. Mr. Reed talked about the First Amendment and what forums you can use to restrict freedom of speech. School Parking lots are non-public forums, and the board has the right to restrict or prohibit political signs.

Ms. Sharp talked about there are other areas around the schools beside school property for signs to be held. Ms. Bratton talked about the difference between students wearing a political shirt and an employee or district employee. Ms. Benavides asked if the administration would be responsible for regulating the restrictions. Dr. Sullivan reported that it would be the administration that would be responsible for regulating. Dr. Holman talked about the issues between parents regarding political issues and that security is already limited and this could cause issues.

Ms. Maxwell asked for suggestions to modify the policy. Mr. Tidwell stated it would need to be outside of school hours, school parking spaces only, signs only (no pamphlets, talking, etc.) Mr. Reed talked about the difference with teachers wearing political shirts on or off duty. Ms. Rosales brought up the issue regarding political bumper stickers and magnets on cars which are allowed. Dr. Holman asked if we are changing policy over one isolated issue or is this an ongoing issue. Ms. Darby asked that people stand down the street from the school holding signs and people not needing to be on the school the school campus. Ms. Quesenberry stated that we should not ask principals to regulate this. Mr. Young agreed.

There being no further questions.

Roll Call vote called

Motion was made by Claire Maxwell and seconded by Frances Rosales to change Policy 1.806 to allow political signs.

Vote: 3 -yes 11- no, 1 left early

Roll Call Vote:

Tammy Sharp- No

Caleb Tidwell- Yes

Claire Maxwell- Yes

Shelia Bratton- No

Coy Young- No

Frances Rosales- Yes

Katie Darby- No

Dr. Kay Martin- No

Dr. Mark Gullion- No

Dr. Cary Holmon- No

Shannon Creekmore- No

Kaitlyn Benavides- No

Susan Quesenberry- No

Robert Brooks Jr.- (left early)

Dr. James Sullivan- No

The policy committee reviewed Policy 1.901- Charter School Applications to update deadlines pursuant to State Board of Education rules. Discussion held:

Ms. Ridley reviewed the current policy. The proposed language is to match the current language by the State Board of Education.

There being no further questions.

Motion was made by Shelia Bratton and seconded by Caleb Tidwell, to approve Policy 1.901.

Vote: All vote yes

The policy committee reviewed Policy 1.903- Charter School Oversight to update language pursuant to State Board of Education rules. Discussion held:

Ms. Ridley gave an overview of the current policy. The proposed language is to match the current State Board of Education change with clarification of site visits

There being no further questions.

Motion was made by Katie Darby and seconded by Claire Maxwell, to approve Policy 1.903.

Vote: All vote yes

The policy committee reviewed Policy 2.810 Payment Procedures to discuss procedures for bills.

Discussion held:

Ms. Ridley began, and Dr. Sullivan gave an overview of the current policy and his proposed changes since this policy has not been updated since 2009. Ms. Sharp asked about how often invoices are available. Dr. Sullivan will talk with Brian Runion about the details. Ms. Rosales asked for quarterly instead of annually or bi-annually. Ms. Darby asked if the language states that invoices are available upon request. All other proposed changes will remain.

There being no further questions.

Motion was made by Caleb Tidwell and seconded by Shelia Bratton, to approve proposed language to Policy 2.810.

Vote: All vote yes

The policy committee reviewed Policy 4.602- Grade Point Average (GPA) and Class Rank (9-12) to clarify language for class rank and calculation of GPA and to discuss criteria for valedictorians.

Discussion held:

Ms. Ridley gave an overview of the current policy. Dr. Martin went over the proposed changes. Stating that the feedback regarding class rank from the counselors is very misleading on the student's transcript. i.e., that students with a lower-class rank may be taking a more rigorous course load than higher ranked students. She proposes that they remove class rank from transcripts to help students apply for higher education.

There being no further questions.

Motion was made by Katie Darby and seconded by Frances Rosales, to approve Policy 4.602.

Vote: all vote yes

The policy committee reviewed Policy 4.604- Credit for Prior Courses to clarify language for EOC (end of course) exams. Discussion held:

Ms. Ridley stated that policy. Dr. Martin would like to table this until January to do more research into State Policy and make sure we are following that.

There being no further questions.

Motion was made by Claire Maxwell and seconded by Shelia Bratton, to table Policy 4.604 to the next policy committee meeting.

Vote: All vote yes

The policy committee reviewed Policy 6.202- Home Schools to add language that homeschooled students can participate in Junior Reserve Officers' Training Corps unit (JROTC) as required by federal law. Discussion held:

Ms. Ridley read the current policy and stated that the proposed language will match up with the current federal law. Mr. Young asked if we would get the funds to follow that student. Dr. Sullivan stated that they would get the funds under the course code.

There being no further questions.

Motion was made by Coy Young and seconded by Claire Maxwell, to approve Policy 6.202.

Vote: All vote yes

The policy committee reviewed Policy 6.317- Student Disciplinary Hearing Authority. Discussion held:

Ms. Ridley talked about the current policy and introduced the proposed language. Also, Dr. Sullivan reviewed the model language policy. Dr. Sullivan states that most issues will make it to the board but allows another step to speed up the process as well due to the scheduling issue. This would occur within 5 days of the DHA (Disciplinary Hearing Authority) hearing. Ms. Rosales asked if this step would be required.

There being no further questions.

Motion was made by Coy Young and seconded by Katie Darby, to approve Policy 6.317.

Vote: All vote yes

The policy committee reviewed Policy 6.407-School Social Work Services. Discussion held:

Ms. Ridley talked about the current policy and asked Dr. Gullion to talk about the needs of updating this policy from 2009. He talked about how staff have doubled and that this would meet more student needs

There being no further questions.

Motion was made by Shelia Bratton and seconded by Coy Young, to approve Policy 6.407.

Vote: All vote yes.

The policy committee reviewed Policy 6.701-Student Solicitations/Fundraising Activities. Discussion held:

Ms. Ridley talked about the current policy. The proposal is to change the process so that the principals can approve fundraisers instead of the central office. Ms. Maxwell asked if there is a process for someone to appeal if they get denied by the principal. Dr. Sullivan talked about the success of a fundraiser without the principal's support. He also talked about district wide fundraisers that can designate funds to a certain school.

There being no further questions.

Motion was made by Shelia Bratton and seconded by Katie Darby, to approve Policy 6.701.

Vote: All vote yes

New Policies

The policy committee reviewed Policy 3.501- Water Access. Discussion held:

Ms. Ridley introduced the new policy and what it would look like regarding construction and renovations over 50% of the building to have water refill stations. Ms. Maxwell talked about the lack of water bottle stations in schools.

There being no further questions.

Motion was made by Caleb Tidwell and seconded by Frances Rosales, to approve Policy 3.501.

Vote: All vote yes.

Annual Policy Review

Ms. Ridley talked about the rules regarding annual policy reviews. Section 3 will go to the board for approval at the end of the month. Dr. Sullivan brought to their attention policies that need to be looked at i.e., Business Management Goals, Pandemic/Epidemic Emergency Cleaning, Mask requirement (removing those two). Also brought up Facilities Planning policy to review regarding budget requirements and building acquisitions. Access to private facilities complies with state law. Vehicles Accidents on School Property updated, Insurance Management policy regarding offering insurance program for mostly athletics for parents to have. Making sure policy matches what we are doing. Dr. Sullivan also informed the board that the legal department and he are reviewing and updating procedures to match policies.

There being no further business, the meeting adjourned at approximately 6:43 p.m.

Tammy Sharp, Chairwoman

Date

Dr. James Sullivan, Director of Schools

Date

**RUTHERFORD COUNTY BOARD OF EDUCATION
2240 Southpark Drive
Murfreesboro, TN 37128**

**SPECIAL CALLED MEETING MINUTES
November 8, 2022**

Board Members Present

**Tammy Sharp Board Chairman
Caleb Tidwell Vice-Chair
Coy Young
Shelia Bratton
Claire Maxwell
Katie Darby
Frances Rosales
Dr. James Sullivan, Director of Schools**

1. CALL TO ORDER

The Special Called Meeting was called to order at 7:00 P.M. by the Board Chairman.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Trey Lee.

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. DISCUSSION ON FACILITY NEEDS

Dr. Sullivan began by discussing the order and information to be presented during tonight's meeting. The 5-year building plan, an update on the status of three current projects at Riverdale High, Smyrna High and Oakland High, the capacity of our schools and building needs, deferred maintenance and an overall view of land at each of our campuses. He then turned the meeting over to Assistant Superintendent of Engineering and Construction, Trey Lee.

5. BUILDING PLAN UPDATE

Mr. Lee presented a detailed PowerPoint presentation to the Board and discussed in great detail the below information:

- **Current 5-year Building Plan**
- **Capacity reviews**
- **Current land and additional property**
- **Status of three (3) current projects at Riverdale High School, Smyrna High School, and Oakland High School**
- **Fund 177 information**
- **Energy Program information on LED lighting introduced in March of 2021**

There was much discussion on all the above topics between Mr. Lee, Dr. Sullivan and members of the Board. Rezoning was also a topic of discussion during the meeting.

6. ARCHITECTURAL DESIGN FEES

Motion made by Mrs. Maxwell, seconded by Mr. Young to table this item until the November 22, 2022 Board Meeting.

Vote: All yes

Motion passes.

7. PORTABLE PURCHASE

Motion made by Mrs. Maxwell, seconded by Mr. Young to table this item until the November 22, 2022 Board Meeting.

Vote: All yes

Motion passes.

8. ADJOURNMENT

There being no further business, the special called meeting adjourned at approximately 8:56 P.M.

Tammy Sharp, Board Chairman

Date

Dr. James Sullivan, Director of Schools

Date

Bid #3629
Cabling per Drop

Item #	Description	Beacon Technologies	One Diversified
1	1st Drop per location in wall (15-49)	\$ 124.00	\$ 202.00
1A	2nd Drop per location in wall (15-49)	\$ 87.00	\$ 109.00
1B	1 drop per location above ceiling (15-49)	\$ 124.00	\$ 202.00
1C	2nd drop per location above ceiling (15-49)	\$ 87.00	\$ 109.00
2	1st Drop per location in wall (50-99)	\$ 121.00	\$ 196.00
2A	2nd Drop per location in wall (50-99)	\$ 86.00	\$ 109.00
2B	1 drop per location above ceiling (50-99)	\$ 121.00	\$ 196.00
2C	2nd drop per location above ceiling (50-99)	\$ 86.00	\$ 109.00
3	1st Drop per location in wall (100+)	\$ 117.00	\$ 190.00
3A	2nd Drop per location in wall (100+)	\$ 85.00	\$ 109.00
3B	1 drop per location above ceiling (100+)	\$ 117.00	\$ 190.00
3C	2nd drop per location above ceiling (100+)	\$ 85.00	\$ 109.00
4	General Labor Rate per Hour	\$ 50.00	\$ 72.00

Mailed to 30 vendors

28 vendors did not respond

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

To be funded through the Building Program and General Fund.

Bid # 3631
Washington, DC Trip
Thurman Francis Arts Academy
(May 8, 2023 - May 12, 2023)

Item #	Description	Bob Rogers Travel	Martin School Travel	Martin Tours
1	55-64 Quad Occupancy	\$ 1,219.00	\$ 975.00	\$ 1,169.00
2	65-74 Quad Occupancy	\$ 1,099.00	\$ 950.00	\$ 1,169.00
3	75-80 Quad Occupancy	\$ 999.00	\$ 925.00	\$ 1,169.00

Mailed to 14 vendors
11 vendors did not respond

Recommend: Motion to award to Martin School Travel for overall lowest and best bid.

To be funded through Thurman Francis School.

Bid #3633
Heating and Ventilation Replacement in Pool Area
(Oakland High School)

Description	Mechanical Resource Group	S.M. Lawrence Company
Heating and Ventilation Replacement	\$ 109,494.00	\$ 119,457.00

Mailed to 50 vendors
48 vendors did not respond

Recommend: Motion to award to Mechanical Resource Group for overall lowest and best bid.

To be funded through Capital Projects or Maintenance Funds

Bid #3634 - Commercial Audio Systems

Item Number	Manufacturer	Beacon Technologies, Inc.	Bluum	Corner Music
Loudspeakers				
1	Community	15%	No Bid	15%
2	Yamaha	10%	25%	10%
3	JBL	10%	10%/20%	10%
Sound Mixing Boards				
4	Mackie	5%	25%	5%
5	Yamaha	12%	25%	10%
6	Allen & Heath	5%	13%	5%
Microphones				
7	Shure Wired	12%	30%/10%	10%
8	Shure Wireless	15%	30%/10%	10%
9	Audio-Technica Wired	5%	22%	10%
10	Audio-Technica Wireless	15%	22%	10%
11	Sennheiser Wired	15%	25%	10%
12	Sennheiser Wireless	15%	25%	10%
Power Amplifiers				
13	Crown Audio	15%	25%	10%
14	LEA Professional	20%	No Bid	10%
15	QSC	10%	10%	10%
Hardware/Miscellaneous				
16	Gator Cases	25%	20%	10%
17	Pro Co Sound	10%	No Bid	10%
18	Furman	20%	15%	10%
19	dbx	10%	15%	10%
20	Denon	0%	15%	10%
Labor				
21	Labor Rate per Hour	\$ 65.00	\$ 125.00	\$ 95.00
22	Service Call	\$ 90.00	\$ 500.00	\$ 99.00

Mailed to 20 vendors
17 vendors did not respond

Recommend: Motion to award to Beacon Technologies for overall lowest and best bid.

To be funded through the Building Fund and General Fund.

**Bid #3635 - Dedicated Outside Air Units
(Rockvale Elementary and Stewartsboro Elementary)**

	CaptiveAire/RuppAir		Hobbs & Associates	
Description	Bid Amount	Current Lead Time	Bid Amount	Current Lead Time
Rockvale Elementary Base Bid	\$ 370,230.00	29 Weeks	\$ 381,428.79	23 weeks
Alt #1 (DOAS w/Electric Heat)	\$ 381,625.00	29 Weeks	\$ 369,008.84	23 weeks
Stewartsboro Base Bid	\$ 375,850.00	29 Weeks	\$ 382,418.26	23 weeks
Alt #1 (DOAS w/Electric Heat)	\$ 388,305.00	29 Weeks	\$ 366,197.06	23 weeks
Combined Project Amount			\$ 738,850.24	23 weeks
Alt #1 Combined Amount			\$ 709,369.60	23 weeks

Mailed to 50 vendors
48 vendors did not respond

Recommend: Motion to award to Hobbs & Associates for overall lowest and best bid.

To be funded through Capital Projects

Bid #3636
Kitchen Refrigeration Repairs (School Nutrition)

Kitchen Refrigeration Repairs	Cooper Refrigeration
Fixed Hourly Rates during normal business hours	\$ 85.00
Emergency Hourly Rates after business hours	\$ 85.00
Percentage mark-ups on parts (Cost/Plus)	60%

Mailed to 15 vendors

14 Vendors did not respond

Recommend: Motion to award to Cooper Refrigeration for overall lowest and best bid.

To be funded through School Nutrition.

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

Job Title: Safe Schools Assistant

Terms of Employment: Twelve months (Salary)

Immediate Supervisor(s): Safe Schools Director/Assistant
Superintendent of Engineering and Construction

Position Description:

Under the direct supervision of the Safe Schools Director, the Safe Schools Assistant is to provide coordination and leadership in the development, implementation, and evaluation of emergency preparedness programs. The position is responsible for the implementation and oversight of emergency operations planning and training, emergency drills and exercises, and compliance with all applicable state and federal laws. Will oversee the daily operation of all Safe Schools initiatives, including grant writing, research and needs assessments, training and project mentoring.

Essential Functions:

- Report directly to the Safe Schools Director
- Serve as school safety liaison with county and school system endeavors
- Work with administrators and school personnel on the development and updating of the emergency operation plans
- Manage the drill logs and each school's compliance with mandated drills
- Manage all after action reports relating to conducting drills and review reports for necessary follow-up
- Distribute and analyze a needs assessment from all schools and departments for annual review
- Coordinate all Safe Schools training efforts, including mandated drills and procedures
- Participate in state and local Safe Schools training opportunities
- Oversee and track all Crisis Response Team training at all schools and departments
- Coordinate all system drills and drill debriefing with Crisis Response Teams and SRO department, including Incident Command training
- Research additional Safe Schools initiatives to support our current program
- Coordinate the ordering and distribution of Safe Schools materials, supplies and equipment

- Work with school administrators and SRO to enhance Safe Schools initiatives, including Crisis Response Team identification and training
 - Work with the Health Services Department to maintain First Responder teams and training
 - Works with community resources and keep abreast of new developments related to Safe Schools
 - Attend staff, professional and interagency meetings
 - Develop and conduct training as needed to a wide variety of personnel to include school administrators, faculty, transportation and community members
 - Establish and maintain satisfactory, respectful working relationships within the school environment and with law enforcement agencies
 - Serve as liaison with law enforcement, emergency management, fire, as well as other entities serving our district
 - Perform other tasks and assume other responsibilities as assigned by the Safe Schools Director and the Assistant Superintendent of Engineering and Construction
-

Qualifications:

- High School diploma
- 5 years of Law enforcement experience preferred
- Supervisor experience preferred
- Experience in developing and evaluating safety protocols
- Experience in emergency response training
- Possess strong interpersonal skills – ability to work effectively with a wide range of people including administrators, teachers, support staff, community agencies and members
- Able to work effectively under pressure and handle multiple tasks efficiently and effectively
- Able to take direction, criticism and work as a team or independently
- Must meet all health, physical and background checks
- Demonstrate professionalism and confidentiality
- Strong written, verbal, and technology skills



Education Advanced, Inc
2702 E. Fifth St, #372
Tyler, TX 75701
(903) 858-4497
billing@educationadvanced.com
<http://www.educationadvanced.com>

Sales Rep Kim McMullen

Bill To Name Rutherford County (TN)
Bill To 2240 Southpark BLVD
Murfreesboro, TN 37128
USA

Quote Number 00005328
Created Date 10/31/2022
Expiration Date 12/31/2022

Product	Line Item Description	Sales Price	Quantity	Total Price
Cardonex Implementation, Training, & Technical Assistance	School Year 2022-2023 High Schools Only	\$26,250.00	1.00	\$26,250.00
Cardonex Setup and Integration	School Year 2022-2023 High Schools Only	\$1,250.00	1.00	\$1,250.00
Cardonex Subscription	School Year 2022-2023 High Schools Only	\$7.00	14,603.00	\$102,221.00

Quote for Services has been submitted for your approval. Terms of agreement for services will be governed by Company's Terms of Service.

Subtotal \$129,721.00
Total Price \$129,721.00

Notes Please send PO to
billing@educationadvanced.com

Quote Acceptance Information

Accepted By _____

Signature _____

Accepted Date _____

MEMORANDUM

DATE: November 14, 2022
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled through the end of the 2022-2023 school year for assault of a teacher.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

MEMORANDUM

DATE: November 14, 2022
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (2)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled through the end of the 2022-2023 school year for being in possession of a loaded handgun on school property.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

MEMORANDUM

DATE: November 14, 2022
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (3)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for harassment/bullying.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit and place into alternative school.

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 02/24/22
		Rescinds: 1.400	Issued: 09/03/20

The Board will transact all business at official meetings which may be either regular or special. The board agenda shall be posted five (5) days prior the board meeting. Board agendas are subject to change.

Every meeting of the board shall be open to the public, except for those meetings in which the law allows closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested citizens.² In order to ensure all elements of board meetings are open to the public, no board members or Rutherford County Schools support staff in attendance and participating in a board meeting shall utilize a cell phone during the meeting.

The Board may restrict the recording of Board meetings via camera, camcorder or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.³ Visitors are prohibited from bringing posters or signs in excess of ~~8.5x11~~ 18x24 inches in size into the Board meeting due to the impact on visibility, which disrupts public participation and creates safety concerns. If a visitor brings a poster larger than 8.5x11 inches but no more than 18x24 inches, the visitor shall sit in the back row so as not to impede visibility. If a visitor wishes to distribute materials, the visitor should bring copies and hand them to the Board's Executive Secretary for distribution.

SPECIAL MEETINGS

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.⁴

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

ELECTRONIC ATTENDANCE⁵

Absent Board members may attend a regular or special meeting by electronic means if the member is absent because of work, a family emergency, or the member's military service. If a board member is absent due to military service, he/she may participate electronically as often as he/she is able to do so. However, a board member may not participate electronically more than two (2) times per year for absences due to work and/or family emergencies.

General Requirements

The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically.
2. Any member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.
3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board chooses to make additional attempts.

Work Related Absence

The following requirements apply to electronic attendance due to a work related absence:

1. The Board member must be absent from the county due to work.
2. The member wishing to participate must give the Chair and director at least five (5) days notice prior to the meeting of the member's desire to participate electronically.

Family Emergency

The following requirement applies to electronic attendance due to a family emergency:

1. The member must be absent due to the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 36.202
3. Tenn. Att'y Gen. Op. No. 95-126 (December 28, 1995)
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c)

Cross References

School Board Legal Status and Authority 1.100
Board Committees 1.300
Notification of Meetings 1.402
Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date: 02/24/22
		Rescinds: 1.404	Issued: 12/12/13

APPEALS TO THE BOARD

Any matter relating to the operation of the school system may be appealed to the Board. However, all matters relating to the operation of the school system shall be channeled through the Director of Schools before being brought before the Board of Education. If, after such procedure is followed, there is still reason to address the Board, the matter shall be referred in writing to the Board of Education for its determination and action.

APPEARING BEFORE THE BOARD

This policy is not designed to restrict the scheduled appearances of citizens who have regular business with the Board and whose presentations are provided for in the agenda. Additionally, the Board may via motion, a second, and a vote, recognize speakers despite the below requirements if a majority of the Board determines the speaker would be in the public's best interest.

Making Application to Speak

Individuals may speak to the Board so long as all requirements contained in this policy are met. Individuals who do not comply with this policy will be denied the ability to speak. In order to speak at Board meetings with visitors on the agenda, individuals must complete a Public Participation Form provided by the Board. The form must be fully completed and turned in to the Board's Executive Secretary no later than ~~24 hours prior to~~ **noon (12:00 p.m.) of the day of** the meeting. The individual must provide proof of Rutherford County residency or employment with the Rutherford County Board of Education along with the Public Participation Form and photo identification. Each person wishing to speak must submit an individual form. It is not permissible for multiple names to be included on the same form. Those persons having complaints and concerns for which other resolution channels are provided shall be directed through those channels by the director of school's office and/or staff.

Rules for Speakers

The Board shall provide no more than thirty (30) minutes for all individuals approved to speak during public recognition.

If a speaker is approved, the speaker will have three (3) minutes to speak. The speaker should introduce themselves to the Board by stating their name for the record. Visitors speaking to the Board shall address remarks to the chairman and may direct questions to individual board members or staff members only upon approval of the chairman. Delegations of speakers from the same organization should select one individual to speak on behalf of the delegation. Speakers may not distribute materials, printed or otherwise, directly to Board Members during the meeting. If a speaker wishes to distribute materials, the speaker should bring copies and hand them to the Board's Executive Secretary for distribution. Posters and signs in excess of ~~8.5x11~~ 18x24 inches in size are not allowed in the Board Room due to safety concerns and public access concerns related to visibility.

The following behavior and comments may result in the Board Chair ending a speaker's time early and, if necessary due to ongoing interruption/lack of compliance with the Chair's directions, having the speaker removed:¹

1. Refusing to yield the podium when the speaking time allotted by the Board expires;
2. Using obscene or vulgar language or conduct, or statements intended to incite violence or breach the peace.

Additionally, the Board Chair may remove any member of the audience that continues to disrupt the business of the Board after an initial warning.

Individuals desiring additional information about any item on the agenda shall direct such inquiries to the Office of the Director of Schools.

The intent of these rules is to:

1. Allow everyone a fair and adequate opportunity to be heard;
2. Allow the Director of Schools to take direct action when policies have already been established by the Board on the subject of the request;
3. Provide adequate time for the Director of Schools or the Board to obtain necessary information and give thorough thought in situations where a policy does not exist, a change of policy is proposed, or an exception to policy is specifically requested; and
4. See that the time so devoted does not interfere with fulfillment of the regular agenda of the Board.

Legal References

1. TCA 39-17-306

Cross References

School Board Meetings 1.400
 Public Hearings 1.401
 Agendas 1.403
 Discrimination/Harassment of Employees 5.500
 Complaints and Grievances 5.501
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Student Concerns 6.305

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Administrative Committees	Descriptor Code: 1.602	Issued Date: 08/18/22
		Rescinds: 1.602	Issued: 02/16/11

The director of schools and the chairman of the board may establish such committees as he/she finds necessary for proper administration of board policies and for the improvement of the total educational program.

All administrative committees created by the director of schools shall be for the purpose of obtaining the advice and counsel of administrative and supervisory personnel of the system and to aid in communication. Authority for establishing policy remains with the Board and authority for implementing policy remains with the director of schools.

The membership, composition and responsibilities of committees authorized by the board, including the policy advisory committee, will be defined by the chairman of the board and may be changed at his/her discretion.

The Policy Advisory Committee shall be composed of:

- One (1) educational support personnel member
- All school board members
- One (1) principal
- Two (2) classroom teachers
- One (1) supervisor
- Two (2) citizens at large
- Director of schools and/or his designee

Policy committee members shall serve on the committee for a ~~two-year~~ **one (1) year** term, **beginning October 1 of each year.**

Cross References

Qualifications/Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Attendance Zones and Exemptions	Descriptor Code: 1.703	Issued Date: 11/11/21
		Rescinds: 1.703	Issued: 01/30/20

I. Residence

The legal residence of the student must be in Rutherford County. Legal residence is defined as the primary domicile of the student's custodial parent(s) or legal guardians. A copy of the court document establishing guardianship or legal custody shall be filed with the school. The custodial parent or legal guardian of each student shall be required to submit proof (i.e. telephone bills, electric bills, property tax receipts, etc.) that they reside in Rutherford County. The residence of those students deemed to be "homeless" and/or illegal aliens will be determined in accordance with federal law.

II. Attendance Areas

Student assignment shall be based on attendance transportation zones as adopted by the Rutherford County Board of Education. The student shall attend the school located in the school zone of the student's legal residence. The Rutherford County Board of Education will provide transportation within an attendance transportation zone.

III. Transfers

The principal of any school accepting a student by transfer from another school by reason of the family changing place of residence within a semester, must be satisfied the family is actually residing within the area served by the school before enrolling the student.

Students who move out of their transportation/attendance zone, are to attend the school zone of their new legal residence.

IV. Zone Exemptions

~~A. Regardless of the reasons for requesting a transfer, approval cannot be recommended to a school where classes and facilities are overcrowded. Exemptions will be denied if the requested school does not have available room or teaching capacity.~~

B. Before February 1 of each school year, the district's instruction staff and principals will identify which schools that, based on the school's capacities per grade, class and program levels, have space available to serve additional students. In determining available space at the class level, the school district will use averages specified in TCA 49-1-104, building capacity, and other appropriate considerations.

- 1 C. The number of spaces available for enrollment in each school by grade, class, and program levels
2 will be posted on the district's website at least fourteen (14) days before the beginning of the
3 open enrollment period. A reasonable amount of enrollment spaces will be reserved to
4 accommodate the potential enrollment of students who may relocate within the respective school
5 zone, students who may have a sibling enrolled at the respective school, and students who may
6 have a parent who teaches at the respective school.
7
- 8 D. From ~~February 15 through April 15~~ For a minimum of thirty (30) calendar days between
9 December and April of each school year, parents/guardians may request that his/her child attend
10 a school within the system other than the one which the child is zoned using the zone exemption
11 application process, which will be posted on the district's website.
12
- 13 E. The specific procedures will be developed and approved by the Director of Schools, and the
14 process will be overseen by the Director's designee.
15
- 16 F. At the end of the open enrollment period, the district will approve an application for transfer if
17 space is available for the student at the requested school. If the number of applications for transfer
18 to a school exceeds the number of spaces available for enrollment in the school at the building,
19 grade, class, or program level, the school district will conduct a lottery to select the students who
20 may transfer to the school.
21
- 22 G. The Director of Schools may consider administrative placement of students on a case-by-case
23 basis for extreme hardship situations.
- 24 H. No one is authorized to grant an exemption to applicable school zones other than those specified
25 in this policy.
- 26 I. If an attendance zone exemption is granted, transportation must be provided by the custodial
27 parents or legal guardian to the school outside the attendance transportation zone. Bus
28 transportation will not be provided to or from the out-of-zone school.
- 29 J. This policy does not in any way prohibit an M-team, the childcare development advisory
30 committee, or the disciplinary hearing committee from making program recommendations for
31 students at any time during the school year.
- 32 ~~K.~~ Violators of this policy (i.e. students using incorrect addresses, aliases, etc.) will be subject to
33 suspension-reassigned to their school of zone immediately.
- 34 L. School personnel who knowingly allow or encourage a student to violate the school zone line
35 without an exemption having previously been granted shall be disciplined.

- 1 M. If a student is granted a zone exemption, the student will be permitted to continue to attend the
2 new school in subsequent years based upon the exemption unless the exemption is granted for a
3 student to participate in a program of study. If the exemption was based on a particular program
4 of study, ~~the student must resubmit a zone exemption annually~~ the student must remain in the
5 program until completion. Any zone exemption granted may be reviewed at any time by the
6 Director of Schools, school principal(s) or any other administrator. A granted zone exemption is
7 subject to revocation upon the recommendation of the principal(s) of the school. Factors to be
8 considered in revoking a zone exemption include, but are not limited to, disciplinary matters,
9 ~~transportation, overcrowding~~, student attendance, academic progress and/or any other
10 circumstance affecting the good order and discipline of the school.
- 11 N. After a student has enrolled in one school, he or she will not be permitted to transfer to another
12 outside the student's assigned zone during a given school year, unless there is a change in
13 residence of the student's custodial parents or legal guardian to a location outside the area in
14 which the student first enrolled. Any deviation from this must be brought before the Director of
15 Schools or his/her designee.
- 16 O. Holloway High, Homer Pittard Campus School, magnet schools ~~and/or other programs~~, as well
17 as alternative schools are not zoned schools; therefore, zone exemption applications are not
18 accepted for transfers to these schools/programs.
19

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 02/18/21
		Rescinds: 1.704	Issued: 03/07/18

General

This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to charter schools converting from existing public schools. Proposals from existing charter school operators or replicators and applicants proposing to contract with educational service providers shall be in accordance with state law.¹

APPLICATION PROCESS²

A prospective charter school sponsor shall send notice to the Director of Schools of its intent sixty (60) calendar days prior to February 1st of the year preceding the year in which the proposed charter school plans to begin operation as a charter school.

A sponsor seeking board approval of an initial charter school application shall complete the forms provided by the Department of Education. The application shall provide all the information required by state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed by state law for the formation of a charter school, and the proposed charter school will be able to implement a viable program of quality education for its students.³

Applications shall be submitted to the Board and Department of Education on or before 4:30 11:59p.m. on February 1st of the year preceding the year in which the proposed charter school plans to begin operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on which the school district offices are closed, applications will be accepted on the next business day on or before 4:30 11:59 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an application fee of \$2,500.00.²

The Director of Schools or his/her designee shall determine whether an application is complete within ten (10) business days of receiving the application and shall notify the sponsor within five (5) business days of the determination if the application is determined to be incomplete.

REVIEW TEAM¹

If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school applications. The team shall be comprised of members of the administrative staff for the district, community members, and a member of the Board with relevant educational, organizational, financial, and legal experience. At the board meeting in December of each year, the Director of Schools shall make a recommendation to the Board on which members of his/her administrative staff should be appointed to the team. The Board shall name the members of the team at its meeting in January of each year. The Board shall designate a Chair of the review team as the contact person for answering

questions about the application process and receiving applications. The Director of Schools shall develop an orientation for the team to ensure consistent evaluation standards and the elimination of real or perceived conflicts of interest.

The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and ruling on applications for the establishment of charter schools by the review team. The procedure shall include a timeline for the application and review process. A copy of the procedure, including the review criteria, shall be available to any interested party upon request.

The review team shall:

1. Evaluate all charter school applications based on the review criteria adopted by the Board;
2. Recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration; and
3. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

APPROVAL/DENIAL OF APPLICATION⁴

The Board shall rule by resolution on the approval or denial of a charter school application within ninety (90) calendar days of receipt of the completed application, or the application shall be deemed approved by state law. The Director of Schools shall report the action taken by the Board to the Department of Education.

Approval

The sponsor of a charter school that is approved by the Board shall enter into a written agreement with the Board which shall be binding on the charter school's governing body. The charter school agreement shall be in writing and signed by the sponsor and the Board.

The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵

Charter schools approved by the Board are expected to implement the application as submitted and approved. Material variations in operations from the approved application require amendment pursuant to state law and the charter school agreement.⁶

The Board shall not provide services to charter schools that are not requested during the application process except for those services that are required under state or federal law. Services agreed to be provided to the charter school by the Board shall be provided at board actual cost. The Board and charter school shall execute a service contract for any additional services.

New charter school agreements are approved for a ten (10) year period.⁷ The Board may revoke or deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁸

Denial

- 1 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within
2 which to submit an amended application to correct the deficiencies. The Board shall have sixty (60)
3 calendar days either to deny or to approve the amended application, or the application shall be deemed
4 approved by state law.⁴
- 5 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter
6 School Commission.⁹

Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01
3. TCA 49-13-110
4. TCA 49-13-108; TRR/MSS 0520-14-01
5. TCA 49-13-128
6. TRR/MS 0520-14-01-06; TCA 49-13-110
7. TCA 49-13-110
8. TCA 49-13-122
9. TCA 49-13-108(b)(5)

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Issued Date: 08/12/21
		Rescinds:	Issued:

1 General

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter school agreement.¹ The Board shall create a
4 comprehensive performance, accountability, and compliance monitoring system based on the charter
5 school agreement and communicate the results to each charter school. At a minimum, the monitoring
6 system shall address academic, financial, and organizational performance standards as outlined in the
7 charter school agreement and required by the State Board of Education.¹ The Board shall utilize the
8 results when making renewal, revocation, and intervention decisions.

9 The Board shall communicate with the charter schools in its portfolio as needed, including both the
10 charter school leader and governing board, and provide timely notice of any material charter school
11 agreement violations and performance deficiencies.

12 The Board shall articulate and enforce stated consequences for failing to meet performance
13 expectations or compliance requirements.

14 SITE VISITS

15 A **minimum of one (1)** site visit to each charter school shall be conducted annually. The purpose shall
16 be to collect data and other qualitative information that cannot be obtained otherwise. The Director of
17 Schools shall develop a site visit procedure that outlines the expectations of charter schools prior to,
18 during, and after the site visit, including review of the documents and data, classroom observations,
19 and interviews. These visits shall minimize operational interference.

20 The Board shall provide the charter school with a report that summarizes the charter school's
21 performance. The report shall provide an analysis of relevant data and include general
22 recommendations, if applicable.²

23 CHARTER SCHOOL REPORTING

24 Charter schools shall provide the information required by the charter school agreement and state law to
25 the Board. The Director of Schools shall develop a reporting calendar that defines and communicates
26 the process, methods, and timing of gathering and reporting data to the Board.²

27 By September 1st, the governing body of an approved charter school shall make a written report to the
28 Board.³ The annual report shall include:

1. A report on the progress of the charter school in achieving the goals outlined in the charter school agreement;
2. A financial statement disclosing the financial health of the charter school, including the costs of the administration, instruction, and other spending categories of the charter school; and
3. A detailed accounting, including the amounts and sources, of all funds received by the charter school, other than the funds received per state law.⁴

This reporting requirement shall begin in the year after the year in which the charter school begins operation.

Multiple charter schools overseen by a single governing board shall report their performance as separate, individual charter schools. Each charter school shall be independently accountable for its performance.

Each charter school governing body shall submit an annual audit of all accounts and records, to include internal school activity and cafeteria funds, to the Board, the Commissioner of the Department of Education, and Comptroller of the Treasury as soon as practical after June 30th.⁵

AUTHORIZER REPORTING AND REVIEW

By December 1st, the Board shall report to the Department of Education detailing the authorizer fees collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By January 1st, the Board shall submit an annual authorizer report to the Department of Education and the State Board of Education.⁷ The Director of Schools shall prepare the reports and provide the information to the Board prior to submission.

Legal References

1. TCA 49-13-111(d); State Board of Education Policy 6.111
2. State Board of Education Policy 6.500
3. TCA 49-13-120(a), (b)
4. TCA 49-13-112(a), (f)
5. TCA 49-13-127
6. TCA 49-13-128(f)
7. TCA 49-13-120(c)

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Payment Procedures	Descriptor Code: 2.810	Issued Date: 01/15/09
		Rescinds:	Issued:

1 *Central Office*

2 The director of schools shall approve all claims for payment prior to their submission to the Board.¹

3 As operating procedure, the Director of Schools shall present to the Board each month a list of bills for
4 payment: revenues, expenditures, and a financial summary. The list will be supported by invoices and
5 vouchers. Invoices and vouchers will be available upon request by the Board.

6 *Individual Schools*

7 Schools may obligate themselves for the purchase of equipment, supplies, or services, provided
8 payments are completed by June 30 of the current school year or a plan for future payments has been
9 made by the principal and approved by the Board and county commission.

Legal Reference:

1. TCA 49-2-206(b)(3)

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Grade Point Average (GPA) (9-12)	Descriptor Code: 4.602	Issued Date: 07/27/22
		Rescinds: 4.602	Issued: 09/18/19

All students and All subjects (except pass/fail grades) are included in class rank and the calculation of the student's GPA. The Tennessee Board of Education's Uniform Grading System will be used for semester grades. The GPA and class rank are based on semester averages only.

Grade & Quality Points	Percentage Range		Weighting for Honors/Advanced Honors Courses & National Industry Certification	Weighting for Local and Statewide Dual Credit Courses, and Dual Enrollment Courses	Weighting for Advanced Placement, Cambridge, International Baccalaureate Courses
A=4 QP	90	100	Will include the addition of 3 percentage points to the grades used to calculate the semester average*	Will include the addition of 4 percentage points to the grades used to calculate the semester average*	Will include the addition of 5 percentage points to the grades used to calculate the semester average*
B=3 QP	80	89			
C=2 QP	70	79			
D=1 QP	60	69			
F=0 QP	0	59			

*Weighting is subject to the grading system requirements outlined in Board Policy 4.600.

Class rank is computed at the end of the 5th and 7th semesters (regular semesters, not summer semesters).

When a course is repeated, BOTH grades become a part of the GPA.

With regard to a Dual Enrollment Course taken by a student at an institute of higher education (IHE), if the IHE does not provide the district with numerical grades, the school district will convert the letter grade to a numeric grade based upon the following conversion:

Letter Grade Received from IHE	Numerical Grade Conversion
A+	100
A	95
A-	90
B+	89
B	85

B-	80
C+	79
C	75
C-	70
D	65
F	59

The additional four (4) percentage points will then be added to the student's final grade.

Valedictorian/Salutatorian Criteria:

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with distinction pursuant to the Tennessee Board of Education's criteria and a student graduating with honors.
4. In the event multiple students meet the aforementioned criteria, then the highest achieved ACT composite, not superscore, will serve as the final determination criteria.
5. The requirements for valedictorian/salutatorian must be completed by the end of the 7th semester.

Exception: Schools in Rutherford County with an enrollment of less than 500 students shall determine valedictorian/salutatorian based upon honors and above honors level courses available.

Exception: If there is no student within the school who meets the above listed criteria, the valedictorian shall be the student with the highest grade point average.

Each high school principal shall approve a list of courses eligible for Honors/Advanced Honors and Advanced Placement status. A copy of the approved list will be placed in the Administrative Procedures Manual for the preceding school year. All honors/advanced honors and advanced placement courses must meet the Tennessee Board of Education's guidelines regarding standards for honors courses.

Students graduating with distinction will be noted and recognized in the graduation printed program. Additional "graduation with distinction" recognition will be the decision of the Board.

Legal References

1. Public Acts of 2022, Chapter No. 1080

Cross References

Grading System 4.600
Graduation Requirements 4.605

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 07/07/22
		Rescinds: 6.202	Issued: 08/12/21

1 *General*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
15 are required by state law;³
- 16 6. Possess a high school diploma, GED, or HiSET;⁴
- 17 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
18 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Director of Schools that the home school student has been vaccinated as required
21 by state law;⁵
- 22 10. Submit proof to the Director of Schools that other health services and examinations as required by
23 state law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
25 employ a tutor having the same qualifications as required of parent-teacher.

- 1 If one or more of these requirements are not met, the Board authorizes the Director of Schools to take
2 formal action to bring the child into compliance with the compulsory attendance law (until the child has
3 reached age seventeen (17), either in the home school or in a public, private, or church-related school).

4 **FACILITIES USE**

- 5 School facilities shall be available for home school instruction only when all of the following conditions
6 exist:

- 7 1. Special needs courses are being taught which require services unavailable to the home school
8 student;
- 9 2. These services cannot be provided through any means other than the schools;
- 10 3. Requests for services are made known by the home school parent when notice is given to the
11 Director of Schools of the intent to conduct a home school;
- 12 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 13 5. No overcrowding, additional expenses, including providing transportation, or other special
14 situations which interfere with the normal operation of the school district shall be incurred; and
- 15 6. Approval by the Board shall be on a case-by-case basis.

16 **COCURRICULAR ACTIVITIES PARTICIPATION**

- 17 Students attending a home school in Rutherford County may participate in cocurricular (non-athletic)
18 activities at their zoned school when the following conditions are met:

- 19 1. The activity takes place outside of the school day; and
20 2. The principal of the zoned school gives approval for the student's participation.

- 21 Participation will not be permitted for activities that take place during class time/during the school day
22 (i.e., band class).

23 **INCLUSION OF HOMESCHOOLED STUDENTS IN JUNIOR RESERVE OFFICERS'** 24 **TRAINING CORPS UNITS (JROTC)**

- 25 Each public secondary educational institution that maintains a JROTC unit shall permit membership in
26 the unit to homeschooled students residing in the area served by the institution who are qualified for
27 membership in the unit.

28 **RECORD ACCESS**

- 29 The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the
30 home school inspected at least two (2) times each school year in order to provide assistance in
31 implementing the compulsory attendance law.
32

1 **STUDENT PERFORMANCE⁶**

- 2 The Director of Schools shall develop administrative procedures regarding necessary consultations
3 with home school parents in regard to student performance.

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a); TCA 49-6-3050(b)(3)
4. TCA 49-6-3050(b)(4)
5. TCA 49-6-5001
6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Disciplinary Hearing Authority	Descriptor Code: 6.317	Issued Date: 06/05/19
		Rescinds: 6.317	Issued: 06/05/14

~~A Disciplinary Hearing Authority (DHA) shall conduct appeals for students who have been suspended for more than ten (10) school days. The Board shall appoint members to the DHA which shall consist of three (3) members, (maximum number must not exceed total membership of Board) at least one (1) of whom shall be a licensed employee of the board, and such appointments are for one (1) year terms and subject to reappointment. Board members shall not serve on the DHA.~~

A Disciplinary Hearing Authority (DHA) shall conduct appeals for students who have been suspended for more than ten (10) school days. The Board shall appoint members of the DHA which shall consist of school administrators. The Director of Schools shall recommend members of the DHA to the Board for approval. No administrator from the school of the suspended student will serve on the DHA of that student.¹

The director of schools shall appoint a chairman of the DHA from the members appointed by the Board. The chairman shall perform the following duties:

1. Identify the members of the DHA assigned to hear each individual case;
2. Prepare and disseminate the minutes of each meeting;
3. Set the time, place and date for each hearing;
4. Notify appropriate persons of each hearing as soon as possible after receiving the request for the hearing; and
5. Sign and maintain a copy of minutes or report of each meeting.

Upon receiving notification of the request to appeal the suspension decision, the DHA shall provide written notification to the parent or guardian of the student, the student, and any other appropriate person of the time, place and date of the hearing.

Each hearing shall be conducted by the DHA, and no member of the DHA shall be from the home school of the suspended student. The hearing before the DHA shall be closed to the public. The appellant shall have the right to have an attorney present, but the attorney may only render advise directly to his/her client and may not openly participate on the record. Each hearing must be held, each decision must be rendered, and notification of the decision must be provided to the parents and/or student and the principal no later than ten (10) days after the beginning of the suspension. Notification shall include a statement of the right of either party within five (5) days after receiving the decision to request a review by the Board.

The DHA may take the following disciplinary actions:²

1. Affirm the decision of the school principal;
2. Order removal of the suspension unconditionally;

- 1 3. Order removal of the suspension upon such terms and conditions as it deems reasonable;
- 2 4. Assign the student to alternative program; or
- 3 5. Suspend the student for a specified period of time.*

4 Within five (5) calendar days of the DHA rendering a decision, the student, principal, principal-
5 teacher, or assistant principal may request a review by the Director of Schools, and the Director of
6 Schools shall review the record. Following the review, the Director of Schools may affirm, overturn,
7 or modify the decision of the DHA.

8 ~~If the student, principal, principal teacher or assistant principal requests a review, then the Board shall~~
9 ~~either review the record or grant a second hearing.~~

10 Within five (5) calendar days of the Director of Schools rendering a decision, the student, principal,
11 principal-teacher, or assistant principal may request a review by the Board, and the Board shall review
12 the record. Following the review, the Board may take the following actions:

13 ~~If the Board chooses to review the record it shall:~~

- 14 1. Affirm the decision of the hearing authority; or
- 15 2. Modify the decision to a lesser penalty*; or
- 16 3. Grant a hearing before the Board.

17 If the Board chooses to grant a hearing, it may:

- 18 1. Affirm the decision of the hearing authority; or
- 19 2. Modify the decision in any manner*; or
- 20 3. Impose a more severe penalty than that of the hearing authority.

21 The request for appeal to the Board shall include a statement that, unless the student's parent or
22 guardian requests an open hearing in writing within five (5) days of the receipt of the notice, any
23 hearing will be closed to the public, except in the case of zero tolerance offenses.

24 *Note: Zero tolerance offenses as set forth in the statute require mandatory calendar year expulsion or
25 assignment to alternative placement for a calendar year unless modified by the director of schools.
26

Legal References

1. TCA 49-6-3401(c)(4)(C)
2. TCA 49-6-3401 (c)(4)(A)

Cross References

Procedural Due Process 6.302
Suspension/Expulsion/Remand 6.316

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Social Services	Descriptor Code: 6.407	Issued Date: 01/15/09
		Rescinds: 5-28.5	Issued:

Student Social Services:

Each school shall provide a social service program for all students through the cooperative efforts of the principal, teachers and guidance counselor.

The principal may develop a program of social services which shall include such services and activities as:

1. Orientation/open house activities for parents and students regarding the school program;
2. Collection and maintenance of student data and record systems; and
3. Educational information for use by students, parents and teachers.

The Rutherford County School System shall provide school social worker services for special education students.

School System Special Education Social Workers

Services provided by the school system social worker shall include:

1. Orientation of parents and students to the special education program;
2. Collection and maintenance of special education student data and record systems;
3. Assessment information for use by the school psychologist and members of the M Team, in child find activities and to assist in determining student eligibility for special education services.
4. Home visits when appropriate;
5. Case management of pre-school and K-12 referrals, vision services, hearing services and occupational and physical therapy.
6. Referral information for pre-school and K-12 special education services, psychological services, speech and language services, and community services.

The school social worker shall be a vital link in the special education team.

School social workers are a vital part of the educational team working collaboratively with school administration, teachers, support staff, and community stakeholders to address barriers to academic success, address social and personal competencies, provide crisis intervention, and serve as a link between families, school, and community resources.

1 The school social workers shall adhere to the School Social Worker Association of America
2 (SSWAA), and the National Association of Social Workers (NASW) Supplemental Ethical Standards
3 for School Social Work Practice, including: ethical responsibilities, student autonomy and parent
4 involvement, confidentiality, consent for services, advocacy, knowledge of laws and policies, evidence
5 based practice, contributions to the profession, and ethical decision making.

6 **School Social Work Services:**

7 Services provided by the school social worker shall include:

- 8 ▪ Serve as a liaison between students and their families and community agencies as needed to
9 assist in the provision of appropriate services to eligible students.
- 10 ▪ Provide information and/or consultation to school staff and parents regarding social/emotional
11 needs of students.
- 12 ▪ Help parents access resources available outside the school setting (public health department,
13 mental health clinics, SSI, respite care, food pantries, etc.).
- 14 ▪ Assist school staff in crisis counseling and intervention.
- 15 ▪ Connect families with community resources and establish relationships with community
16 partners.
- 17 ▪ Provide direct individual and small group school-based counseling to eligible students.
- 18 ▪ Conduct home visits when appropriate and in the best interest of the student and family.
- 19 ▪ Help identify, locate, and evaluate all children with disabilities ages 3-21 in need of special
20 education services and assist parents in navigating the special education process.
- 21 ▪ Attend and participate in interdisciplinary team meetings to address barriers to student success.

22 **Confidentiality**

23 School social workers shall respect the right of privacy of the students they counsel. Confidentiality
24 shall be maintained by the school social worker except:

- 25 ▪ When the student makes statements or claims of harm to self or others.
- 26 ▪ To consult with school support staff personnel on behalf of the student.
- 27 ▪ When the student or parent/guardian of the student waives this privilege by submitting their
28 consent in writing.

Legal Reference:

1. TRR/MS 0520-1-3-.08(1)(d)

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Solicitations/Fundraising Activities	Descriptor Code: 6.701	Issued Date: 01/15/09
		Rescinds: 5-36	Issued:

The schools shall avoid exploiting students, whether by advertising or otherwise promoting products or services, soliciting funds or information, or securing participation in non-school related activities and functions. At the same time, schools shall inform and assist students in learning about programs, activities or information which may be of help or service to them. To attempt a fair balance, the following general guidelines will apply:

1. Fundraising activities are permitted in the individual schools and each activity shall be for the purpose of supplementing funds for established school programs and not for supplanting funds which are the responsibility of the public.
2. No fundraising activities will be conducted without the approval of the ~~director of schools or his designee~~ **principal**. Fundraising companies shall obtain permission in writing from ~~the director of schools' office~~ **principal** to visit the school. No teacher or coach shall be contacted by salesmen during school hours, without prearrangement through the principal. Student organizations will not conduct fundraising campaigns without first the approval of the principal, ~~then the director of schools or his designee~~.
3. Any commission payable by companies shall be paid in the form of reduced prices to the students, or paid into the activity fund of the school for use by the school, (including class rings). No school employee shall personally benefit from any fundraising activity.
4. All fundraising activities must be approved in writing by the ~~director of schools or his designee~~ **principal**. In granting approval for a fundraising activity, ~~the director of schools or his designee~~ **the principal** shall determine whether or not the activity will benefit the school, contribute to the welfare of the student body and supplement, not replace, funds necessary to fulfill the board's required contributions. The authorization request shall contain the following information: ¹
 1. A list of the proposed fundraising activities;
 2. Purpose of the fundraising activity;
 3. Amount needed and proposed uses;
 4. Present balance of affected fund and/or accounts;
 5. Expected student involvement in fundraising activity (school-wide or individual class or club);
 6. Anticipated beginning and ending dates; and
 7. Margin of profit and how it is to be paid to the school.

5. Students involved will not be excused from a regular class for purposes of participating in fundraising activities, without the express approval of the director of schools or his designee.
6. No quotas will be imposed on students involved and all student efforts shall be voluntary. Students who chose not to participate will not be punished in any manner, such as additional work assignments.
7. Students shall not receive positive or negative grade incentives for school fundraiser participation.
8. The sale of supplies in the classroom as a fundraising project for student activities is prohibited. This does not preclude the operation of a school store under the supervision of the principal or the non-profit sale of supplies which are used by students in making articles that become the individual's property.
9. Announcements over the school public address system and/or permission to post bulletins may be approved by the principal if they announce a program or service for youth by a non-profit local agency.
10. The principal will determine which materials may be distributed to students, except that materials soliciting money or information may not be distributed without specific director of schools approval.
11. Schools which schedule fundraising events such as walks, which occur during school hours, shall waive any costs associated with attendance at the events for students who are eligible to receive free or reduced meals. The principal at each school shall have the option to make additional modifications to these costs for students who are not eligible for free or reduced meals but are experiencing financial hardships. The parents of these students should contact the principal in order to discuss these types of modifications. This policy is only applicable to fundraising events which are organized and implemented solely by the school and occur during school hours. (Fundraising activities which involve the sale of magazines, candy or similar items are not covered under this section of the policy.) The policy is not an effort to prohibit students from voluntarily participating in fundraising events.
12. Students shall be at school a minimum of three (3) hours and sixteen (16) minutes (time required for a full day of attendance pursuant to Tennessee Department of Education Regulations) on days when festivals and walks are scheduled during school hours.

This policy shall not be construed as preventing a teacher from using instructional or informational materials even though the materials might include reference to a brand, product or a service.

Financial information related to school fundraisers shall be made available to the public upon request. The school system shall provide the information requested within a reasonable amount of time.

LOTTERIES

- 1 No fundraising activity shall be conducted which distributes prizes or makes awards to winners from
2 among purchases of chances by means of tickets or otherwise through a random drawing or other random
3 selection process. ²

Legal References:

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-26
2. OP Tenn. Atty. Gen. 95-039(April 18, 1995)

Cross References:

Student Activity Funds Management 2.900
Staff Gifts and Solicitations 5.605

Rutherford County Board of Education

Monitoring: Review: Annually, in	Descriptor Term: Water Access	Descriptor Code: 3.501	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

Findings

Because water plays an important role in a child's overall health and is essential to maintain, optimize, and improve health as well as mitigate germs and disease, the Rutherford County School District shall ensure clean, drinking water is available to all students without charge. Drinking water can positively impact children's cognitive performance. Drinking water can improve children's fine motor skills and visual attention, which helps with learning activities such as reading. Drinking water in place of sugary drinks can help people maintain a healthier weight.

Purpose

The purpose of this policy is to ensure all newly constructed schools and schools undergoing major building renovations of 50 percent or more incorporate adequate water bottle filling stations to increase access to no-cost, easily accessible, and safe drinking water on school property.

Water Bottle Filling Station Specifications

- A. All newly constructed public-school buildings and public-school buildings undergoing additions or major building renovations within Rutherford County School District shall be equipped with water bottle filling stations consistent with the requirements of this policy.
- B. As used in this section, "water bottle filling station" means a water dispenser accessible to all people in compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) that dispenses clean drinking water directly into a bottle or other drinking container.
 - i. Water bottle filling stations may be integrated into drinking fountains.
 - ii. Schools are encouraged to install touchless bottle filling stations for sanitary reasons.
- C. The Director of Schools or his/her designee shall not approve the plans and specifications for a new public-school building or for any addition or major building renovation of an existing public-school building unless the plans and specifications provide for the following:
 - i. A minimum of one (1) water bottle filling station on each floor and wing of each school building.
- D. A water bottle filling station installed in a public-school building shall:

- i. Dispense safe, appealing, cooled, and filtered drinking water,
- ii. Be regularly cleaned to maintain sanitary conditions; and
- iii. Be maintained on a regular basis to ensure it functions properly.

E. Students, teachers, and staff shall be allowed to bring and carry approved water bottles.

- i. Water bottles shall be made of a material that is not easily breakable.
- ii. Water bottles shall have a lid to prevent spills.
- iii. Water bottles shall be filled exclusively with water.
- iv. Water bottles shall be allowed in classrooms, but may be excluded from the library, computer labs, science labs, and other places where it is deemed dangerous to have drinking water.
- v. School administrators shall inform teachers, staff, parents, and students about the water bottle policy, including providing information in student and employee handbooks and making the policy accessible on the school website.

Applicability

- A. All newly constructed public-school building for which construction commences on or after January 1, 2024; and
- B. Any existing public-school building undergoing major renovation, reconstruction, rehabilitation, alteration, addition, or other improvement commencing on or after January 1, 2024 if:
 - i. The total renovation covers 50 percent or more of the total area of the building or structure.

APPRAISAL REPORT – SALES COMPARISON APPROACH

OF

RESIDENTIAL DWELLING AND 2.29 ACRES LAND PARCEL
5104 BAKER ROAD
MURFREESBORO, TENNESSEE 37129
TAX MAP 071, PARCEL 030.01

OWNER: MELISSA AND JOHN L. BATEY, JR.

PREPARED FOR

RUTHERFORD COUNTY BOARD OF EDUCATION
C/O MR. TREY LEE
ASSISTANT SUPERINTENDENT ENGINEERING AND CONSTRUCTION
2240 SOUTHPARK DRIVE
MURFREESBORO, TENNESSEE 37128
PURCHASE ORDER NUMBER: BP 16232

APPRAISED BY

JOHNNY M. SULLIVAN, SRA

EFFECTIVE DATE AND INSPECTION DATE OF APPRAISAL

NOVEMBER 3, 2022

DATE OF REPORT

NOVEMBER 10, 2022

November 10, 2022

Rutherford County Board of Education
c/o Mr. Trey Lee
Assistant Superintendent Engineering and Construction
2240 Southpark Drive
Murfreesboro, Tennessee 37128

RE: Residential Dwelling and 2.29 Acres Land Parcel
5104 Baker Road
Murfreesboro, TN 37129
Tax Map 71 Parcel 030.01
Purchase Order Number: BP 16232

Dear Mr. Lee:

In accordance with a request from you, I have personally inspected and appraised the above referenced property for the purpose of rendering my opinion of the **current market value** of the **“fee simple” interest** of the subject property. The following report contains a **SUMMARY** of the methods of approach and data gathered in my investigation. The subject is currently a 2.29+/- acre land parcel with a single-family dwelling. The land is a small acreage home site mostly cleared with a scattering of mature residential use trees. The site is not typical as it has a long driveway connecting to a rectangular configuration; note enclosed tax map. This site has been subdivided from an agriculture use tract owned by the same owners. The road frontage on Baker Road is suitable for the driveway only, note enclosed tax map.

The following is an **Appraisal Report – Scope of Work includes processing only the Sales Comparison Approach**. The pertinent facts and data, which I believe applicable to the property, are summarized, and the reasons leading to my estimate of value are included. The appraisal assignment was not based on a requested minimum valuation, or a specific valuation, or the approval of a loan.

To the best of my knowledge this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform and Recovery Act - FIRREA).

Mr. Trey Lee
November 10, 2022
Page 2

The person signing this report has the knowledge and experience necessary to complete the assignment competently and is duly licensed by the appropriate state to perform this level of appraisal under certificate number CG-493. This letter must remain attached to the report, which contains **24** pages, plus related exhibits, in order for the value opinion set forth to be considered valid.

Current economic conditions both nationally and locally are considered volatile and in an adjustment mode. Economists debate the time line for this condition; therefore, marketing periods for unique properties are difficult to predict. If properties such as the subject require “sell off”, a market discount may become necessary; note secondary definition of market value within this report.

Based on my investigation, it is my opinion that the current market value of the “**fee simple**” interest of the subject property (dwelling, 2.29 +/- Acres, and outbuildings), relative to a six to twelve-month exposure and marketing period, as of November 3, 2022, Effective Date and Inspection Date of the Appraisal and the report date being November 10, 2022, subject to any limiting conditions and “**Hypothetical Conditions**” referenced within this report, in its “**As Is**” condition, is as follows:

<p>SEVEN HUNDRED THIRTY THOUSAND DOLLARS</p> <p>(\$730,000.00)</p> <p>Residential Dwelling, Outbuildings, and 2.29+/- Acre Tract</p> <p>Current market Valuation</p>
--

Respectfully submitted,



Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser - CG-493



RESIDENTIAL DWELLING

This is an **Appraisal Report** and is intended to comply with the guidelines set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice effective January 1, 2022. It presents discussions of the data, reasoning, and analyses that were used in the evaluation process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is **NOT** responsible for unauthorized use of this report.

Furthermore, in accordance with prior agreement between the client and the appraiser, this report is the result of processing only the Sales Comparison Approach: Scope of Work. The intended user of this report is warned that the reliability of the value conclusion provided might be impacted to the degree there will be only one approach to value processed.

According to The Appraisal Foundation and its Director of Appraisal Issues, John S. Brennan, who stated the terminology "Summary Appraisal Report" is correct as long as the words "Appraisal Report" are within the phrase. I refer you to The Appraisal Foundation's 2014-15 USPAP, Q & A dated October 9, 2013, Item 10, Page 4.

IDENTIFICATION OF SUBJECT PROPERTY

Client: Rutherford County Board of Education, c/o Mr. Trey Lee

Date of Report: November 10, 2022

Owners: Melissa and John L. Batey, Jr.

Effective Date of Appraisal: November 3, 2022 (current market value)

Property Location: **Residential Dwelling, outbuildings & 2.29+/- Acres Land Parcel**
5104 Baker Road
Murfreesboro, TN 37129

Census Tract: 408.07/1

Zoning: Medium Density Residential Use

Local Property Taxes: **Local Property Taxes:** \$131,125 Assessment @ \$1.16162
(Rutherford County) Tax Rate per
\$100 equals \$2,119@.

Property Address/Location: The subject property is located in Rutherford County, Tennessee and is addressed as 5104 Baker Road, Murfreesboro, TN 37129. The parcel is comprised of 2.29+/- Acres of residential zoned – agriculture use land improved with a single-family residential dwelling and agriculture use outbuildings. The subject is located outside the city limits of Murfreesboro, Tennessee in the community of Blackman, Tennessee. Highway 96 connects Blackman with Murfreesboro and on to the west to Franklin and Triune, Tennessee. These highways are considered major traffic arteries for this sector of Blackman and Rutherford County, Tennessee. The mailing address is 5104 Baker Road, Murfreesboro, TN 37129. The subject property is located approximately one mile north of the intersection of Blackman and Manson Pike with the Baker Road intersection 1/4th mile east. The Murfreesboro city limits is less than 1/2 mile east and south east.

The Rutherford County Property Assessor has identified the subject property as Tax Map 071 parcel 031.01, with the legal description recorded in Deed Book 261, page 591 of the Rutherford County Register's office. The ownership is listed as Melissa and John L. Batey, Jr.

Property Type: The subject property consists of a 2.29+/- acre tract of land improved with a single-family dwelling and agriculture use outbuilding or buildings. The subject is considered a cleared and wooded land parcel utilized as a small acreage home site. As referenced, the configuration is not typical as the driveway is the only road frontage. This distance is approximately 41 feet wide and 457 feet in length. This long driveway connects to the remainder of the 2.29 acres home site; again, note the enclosed tax map.

The property is utilized as a small acreage home site for the current owners. The subject is located within an area of Rutherford County, which has experienced accelerated residential growth during economic progression, however, has several large agricultures use land parcels. Current economic conditions may be in an adjustment mode due to increasing interest rates. The current inflation rate of between six and nine percent has created uncertainty in the stock market and the general economic conditions. Most economist are predicting a recession beginning now or maybe into the first and second quarter of 2023. This may change real estate markets nationally as well as locally.

This appraisal will address the subject property as one unit, not divided into different parts. The process of separating any part from the whole would require a different analysis. This action would take on a development mode. Development is typically considered to be a speculative venture performed by investors requiring a certain capitalized return for land, labor, and capital spent.

The subject is and has been utilized for residential purposes with this site reasonably suited for this utility. The previously described site configuration is not typical of most small acreage home sites. This may affect the marketability of the total; site and dwelling. However, the primary focus of this report will be the 2.29+/- acres, outbuildings, and single-family dwelling utilized as a single-family residence. This will be reflected in the Highest and Best Use analysis for the **current market value**. **This appraisal report does NOT represent any knowledge of specific crop yield production potential or any mature timber value for the subject property.**

Existing X Proposed : To be appraised as an improved residential use land parcel per "Highest and Best Use".

Land Size: The enclosed tax map references the subject as being 2.29+/- Acres. The subject acreage tract has an irregular shape and has adequate entry along Baker Road. Refer to the enclosed tax map for size and parcel configuration. As referenced, the site configuration is not typical; however, the marketability may be affected but the current use of the subject property remains single-family.

Property Description/Improvements: The 2.29+/- acreage tract is improved with a single-family dwelling. The improvements include a Brick Veneer and siding dwelling containing approximately 3,499 square feet, with an unfinished basement area of 1,145 square feet; vehicle storage within a three-car garage of 1,042 square feet. There are other agriculture use storage structures referenced by your appraiser with the listed sizes estimated from the Property Assessor's Records: Farm Implement Shed 1,500 square feet and an "doll house" of +/-126 square feet. A visual view of these amenities deem these to be in good condition. The land area is considered mostly level to slightly rolling with a variance of elevations. There is a +/- 9,000 square foot asphalt drive serving the site and dwelling. There are residential use trees and landscaping surrounding the site. **I have no knowledge of any "timber cruse" completed and this report is not considering any value related to mature timber or agriculture crops that may be a portion of the subject property.**

Flood Hazard Insurance: Required Not Required X

Confirmed By: Map 47149C0240119H Date 01-05-2007 Zone X

Property Use: The subject property is currently considered a small acreage home site use land parcel with a one and one-half -story brick and siding dwelling including an unfinished basement area, attached garage storage, and referenced outbuildings. This is the most suitable and probable use for this parcel. The recent progression of the economy in this west sector of Rutherford County has created a regeneration of development in the subject neighborhood and most all of the areas within Rutherford County. However, please reference the previous statement concerning the economic outlook for the year 2023.

The subject appears to have a functioning septic system and this is assumed to be on the 2.29-acre site. **This is known as an “Extraordinary Assumption”; defined later in this report.** However, this would require a soil scientist and engineer’s study. This analysis is strongly suggested.

The subject tract is further identified as follows:

Tax / Parcel Number	Owner of Record	Surveyed Acreage	Identifying Characteristics	Soil Types
71/30.01	Melissa & John L. Batey, Jr.	2.29+/-	+/-41 Feet Frontage on Baker Road; dwelling and outbuildings; small acreage home site	Appears to be conducive for septic systems
	Overall	2.29+/- Acres		Per “Extraordinary Assumption”

PROPERTY INTEREST APPRAISED

The current value estimate contained herein is that of the “**fee simple**” interest in the subject property.

PURPOSE OF APPRAISAL REPORT AND USE RESTRICTIONS

The purpose of this **Appraisal Report** is to render my opinion of the **current market value** of the “**fee simple**” interest of the subject property at its “Highest and Best Use”. This report is solely for use by the Rutherford County Board of Education for asset acquisition by the client and for no other purpose. **There are NO Other Intended or Unintended Users or Uses.**

It is my understanding that this report will be used for internal purposes, limited to rendering a decision for asset acquisition by the client. The appraiser assumes no responsibility as to the legal ownership of said property and the **Appraisal Report** is made in “**fee simple**” terms. The appraiser is **NOT** responsible for misuse or improper communication of this report and/or the separation of the different parts of the whole. This is an **Appraisal Report**.

LISTING, CONTRACT AND SALES INFORMATION

The subject property **IS** currently under contract for purchase as of the effective date of the appraisal, November 3, 2022. As of the inspection date, November 3, 2022, there is No Known Listing Agreement. **The client and the owner have a contract agreement for the subject property. This Appraisal Report will be an aid for determining the sales price.**

EXPOSURE TIME / MARKETING TIME

Exposure Time / Marketing Time: Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion. Exposure Time: Backward looking; ends on the effective value date. Based on factual, past events.

Marketing time is forward looking; starts on the effective value date. A forecast based on expectancies of future occurrences. Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent. The subject has several referenced marketing factors, which may extend the exposure period. In light thereof, an estimated exposure time for the subject is 6 to 12 months assuming competitive pricing and prudent marketing efforts. The Marketing Period is felt to also be 6 to 12 months.

DEFINITION OF MARKET VALUE

Market value as used within this report is as defined by the Office of the Controller of the Currency under 12 CFR, Part 34, Subpart C, included within the addendum. **This WILL BE the definition for this Appraisal Report.**

Probability of Value Change: The market value of the property appraised in this report is estimated as of the aforementioned date. Constantly changing economic, social, political, and physical conditions have varying affects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and re-certification.

Internal Revenue Service Definition of Market Value: The Internal Revenue Service (IRS) indicates the definition of value when applicable for the subject property as fair market value, defined as “the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts.” (IRC 20.2031-1 (b)). **This WILL NOT BE the definition for this Appraisal Report.**

Retrospective market value as defined by the Appraisal Institute: “An opinion of value that is likely to have occurred at a specified historic date, some time in the past. A retrospective value opinion is most frequently utilized in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.”

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis **which, if found to be false, could alter the appraiser’s opinions or conclusions.**

EFFECTIVE DATE

The effective date for this appraisal is November 3, 2022. The inspection date is November 3, 2022. The report date is November 10, 2022.

SCOPE OF LIMITED APPRAISAL

The scope of this **Appraisal Report** is the extent of the process of collecting, confirming, and reporting data contained within this **Appraisal Report**.

In developing my evaluation, consideration has been given to the property's zoning, surrounding improvements, and neighborhood environment. I have also considered its location in relation to similar competing developments in and around the subject. Your appraiser has also examined certain tax maps for the boundaries, improvement locations, and flood zone and soil classification data. The Rutherford County Planning and Engineering Department has been interviewed concerning zoning, utility placement, and allowable uses.

The work performed for this assignment included: preliminary analysis of the appraisal problem; inspection of the property being appraised; consideration of the highest and best use of the land and property as if improved and as if vacant; and when necessary collection and analysis of comparable agriculture and residential land suitable for single-family, agricultural, and possible development potential use and sales of similar use improved properties which would lead to completion of the Sales Comparison Approach to value as of the effective date of this report. If applicable, I have inspected the dwelling from an appraiser’s perspective, as I am **NOT** a Home Inspector, Engineer, Plumbing or Electrical Contractor. If the client desires such an inspection, one or more of these professionals may be consulted. A complete visual inspection is defined as a visual interior and exterior inspection of readily observable areas.

No furnishings, plantings, or personal property were moved in order to obtain a better view of the subject. The client is encouraged to have a “home inspection” by a qualified individual.

The Income and Cost Approaches will **NOT** be processed; your appraiser will be estimating a value range for the subject property in preparation of this **Appraisal Report**, which presents the final value conclusions on the subject as of the referenced dates. Creditable results can be achieved by processing only the Sales Comparison Approach for properties such as the subject.

This Appraisal Report:

- I. Identifies the real estate being evaluated;
- II. States and defines the real property interest evaluated;
- III. States the purpose and intended use of the evaluation;
- IV. States and references a definition of the value to be estimated;
- V. States the effective date of the evaluation and the date of the report;
- VI. Summarizes the extent of the process of collecting, confirming and reporting data;
- VII. States all assumptions and limiting conditions that affect the analyses, opinions, and conclusions;
- VIII. Summarizes the evaluation procedures followed, the value conclusion, and references the existence of specific file information in support of the conclusion;
- IX. Summarizes my opinion of the highest and best use of the real estate under evaluation, when such an opinion is necessary and appropriate;
- X. States and explains the exclusion of any of the usual valuation approaches;
- XI. Summarizes any additional information that may be appropriate to show compliance with, or clearly identifies and explains any permitted departures from the guidelines of Standard 1; and
- XII. Includes a signed certification in accordance with Standards Rule 2-3.

SCOPE OF WORK PROCEDURE FOLLOWED

In preparing this **Appraisal Report**, the appraiser visually inspected the subject site and improvements, measured structures and collected improvement data from the assessor's office, reviewed the subject's neighborhood from the road right-of-way, received information from the owners and/or their agent, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the area of comparable vacant residential and agricultural use land sales and improved sales of large and small acreage tracts with amenities suitable for residential and agricultural operations.

The Sales Comparison Approach is the only valuation method relied upon in this assignment. Per prior agreement with the client, the appraiser did not use the Income or Cost Approaches to value although for some properties these approaches would generally be considered meaningful. However, the subject property represents a residential and agriculture use property with improvements utilized for the owner's residential utility. The market area has adequate sales to represent the subject; therefore, the Income and Cost Approaches have been deemed to be **NON-SUPPORTIVE** and will **NOT** be processed. The appraiser was instructed to provide a value range estimate based on market activity of similar properties.

Because consideration was given to only one valuation method, this **Appraisal Report – has a Limited Methodology; processing only the Sales Comparison Approach**. Furthermore, this **Appraisal Report** sets forth only the appraiser's conclusions; however, the full extent of the process may not be apparent to the reader in the contents of the report. Therefore, the report format is considered to be **SUMMARIZED processing only the Sales Comparison Approach for this “Appraisal Report”**.

SALES HISTORY OF THE SUBJECT PROPERTY

For residential use properties, a three-year history is necessary. There have been no sales of the subject property occurring for the three years prior to the effective date of the appraisal. There is a Warranty Deed dated November 7, 1997, John L. Batey, Sr., and Annie J. Batey, to John L. Batey, Jr. and wife, Melissa W. Batey, sworn consideration \$1,600.00; Record Book 261, Page 591, Rutherford County Register's Office. Currently, and as of the effective date of this appraisal, there **IS** a contract to purchase. This has been explained previous in the report.

IMMEDIATE NEIGHBORHOOD INFORMATION

Percentage Built-up: The neighborhood surrounding the subject is composed of variable uses with most emphasis placed on single-family residential complimented by commercial zoned lands necessary for proper community development; 60% residential ownership use, 10% commercial use, and 30% agricultural use. Commercial users are fronting the major roads such as Veterans Parkway, Franklin Road, and Manson Pike/Burnt Knob Road.

These are designed and zoned for retail and trade service users by the City of Murfreesboro and Rutherford County Planning Department. Most are considered local and sectional retail businesses and are located along main thoroughfares mostly east within the city limits of Murfreesboro, Tennessee.

Predominant Land Uses in Immediate Area: Predominant land use for the immediate area is low density residential, agriculture and lands considered development potential. Neighborhood commercial users have been defined fronting major thoroughfares, i.e., grocery stores, market and fuel sales, neighborhood retail, and office. There are a large number of single-lot subdivisions with most dwellings being located on 10,000 to 15,000 square foot subdivision lots. In all directions of the subject property are conventionally designed residential developments as well as cluster developments of medium density residential users. However, the demand for single-family building lots has been in a progressive mode as economic conditions for Rutherford County and Murfreesboro, Tennessee have been in a growing and positive mode. Residential building lots are in short supply producing above average demand for development potential land parcels. **Again, note previous comments concerning future economic conditions.**

Competitive Advantages/Disadvantages: Advantages include the location fronting Baker and Blackman Roads, the utilities in place, and the general demand for commercial and residential use properties in and around Rutherford County during economic progression. This property is located near the southwest section of Murfreesboro's city limits within six to seven miles of Murfreesboro's downtown business district. The use of the subject is supported by the residential ownership properties in the immediate area.

Disadvantages for the subject are limited to personal preference typically not recognized in the marketplace. However, the current trend of agricultural, general ownership, low density, single-family use land parcels in the immediate area supports this use with the subject suitable for agriculture and single-family home sites. An assortment of residential developments are possible. The site configuration has been referenced.

HIGHEST AND BEST USE:

Highest and best use is defined in The Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002), as:

“That reasonable, probable, and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are:

- Legal permissibility
- Physical possibility
- Financial feasibility, and
- Maximum profitability

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice the concept of highest and best use represents the foundation upon which market value rests. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value an alternative term would be most profitable use.”

When considering this definition, consideration must be given to its legal use as well as its most profitable use. The legal usage is usually determined in accordance with the local zoning regulations. As stated previously, the zoning for the subject is Medium Density Residential. Any alternate zoning request must be approved from the Rutherford County Planning Commission. Zoning **"by right"** is RM. Any alternate zoning request must be approved from the Rutherford County Planning Commission.

Consideration must also be given to the neighborhood in which the property is located and the uses for which land is presently being utilized. Also, what is the demand for uses and what is the demand for possible future uses of the area? The vacant property in this area is suitable for single-family development with limited demand for multi-family and commercial use tracts. Since the subject site is considered vacant and zoned RM, agriculture use, single-family residential building lots or related community service activities could conceivably fill the definition of highest and best use.

In considering the property as if improved with certain improvements, the highest and best use would take on a different analysis. The single-family dwelling and agriculture use outbuilding currently are present and offering utility and are felt to offer contributory value to the subject property.

When analyzing vacant property with special zoning such as the subject, demand for this usage must be considered. Other support for judgment of highest and best use must also be considered. The contribution to the community, wealth maximization for the property owners, the most probable use, and the most profitable use are all factors involved in determining highest and best use.

Residential zoned properties typically produce the highest profit when ample demand exists. This classification also profits the community in providing residential building lots and employment opportunities for residents in the community. Wealth maximization to property owners is achieved when the demand for these residential use building lots exists. The most probable use is sometimes different than allowable uses under certain zoning. The key to all the answers of these judgment questions is demand. If proper demand does not exist, the highest and best use and/or most probable use would be different from allowable zoning.

Demand Analysis

Murfreesboro and Rutherford County have had a healthy housing market. During economic progression, this sector of Rutherford County has a robust demand for single-family building lots. The immediate area has several vacant land parcels ready for residential use. Typically, single-family residential properties are near the subject with retail, office, and travel service retail on the major thoroughfares and in the major cities within the county, i.e., Murfreesboro, Smyrna, and LaVergne. Residential development had also been successful during the past ten years post-recession of 2008. Previously referenced subdivisions in all directions of the subject property are considered successful with over 5,000 residential building lots developed during this period. South and east of this area within the city limits of Murfreesboro is another section of successful single-family developments as well as neighborhood retail users.

Again, **during economic progression**, steady interest in residential, industrial, and commercial users indicates a stable market. However, as mentioned, industrial/commercial use real estate acts as support units for the community and the residential housing market, i.e., residential developments need retail and industrial service buildings to house necessary community amenities such as employment centers, shopping, service, and dining centers. Government provided services such as schools and other uses are healthy for community progress. The recovery from the economic recession, which began in 2008, had slowed growth and demand in residential and commercial use properties in the county of Rutherford. However, a growth trend over the past ten years has renewed demand for single-family building lots. However, this demand is approaching the level of improvement established in the years from 2000 to 2007; note the “Building Permit” table within the addendum of this report.

This is reflective of certain sectors of LaVergne, Smyrna, Murfreesboro and Rutherford County, as the national economy is currently in an adjustment mode; recession probability, interest and inflation increases may decrease real estate demand. The financial markets, as well as the stock market, are currently in a volatile mode, however, the past ten years has overall been considered **progressive. *Note previous references to the future economic projections.** Many economists have estimated a recession is in the future for the year 2023. However, the subject neighborhood remains a popular chose for home buyers.

Building Permit Analysis.

Having any requests for permits indicates a continued demand for single-family dwellings. Refer to the Permit Chart issued by LaVergne, Smyrna, Murfreesboro and Rutherford County included in the addendum of this report. As the current permits are decreasing, the number remains positive.

Ample demand for first-time homebuyers remains steady with inventory also stable. The past five years has seen Rutherford County increasing its population at an annual rate of 3% to 5%. The population growth chart, also included in the addendum, represents a positive increase in residents and a projection for this continued increase into the twenty-first century. It is estimated Rutherford County will have over 392,000 persons by year-end of 2024.

The previous analysis established demand with a downturn in market activities possible for the 4th quarter of 2022 and an adjustment for the first quarters of 2023. This downturn may mirror the national economy and unsettled financial markets. Most economists seem to believe the local housing market should continue as a prevailing choice for residential habitation.

Rutherford County and the City of Murfreesboro's building permit requests may be in an adjustment mode, as interest and inflation rates seem to be increasing throughout the country. However, the subject remains viable as a single-family home site use for a variety of residential and support users.

Therefore, when considering the subject property in its highest and best use, the most probable use and the highest and best use are estimated to be the same with demand currently in a reasonable position. The subject would be most suited for single-family residential building site and other support users such as community use structure or development.

As If Vacant: The highest and best use as if vacant would be for continued agriculture use for the and/or residential single-family building site similar to the properties surrounding the subject property and within the general outlying neighborhoods situated along the periphery of Murfreesboro's city limits.

As If Improved: The highest and best use as if improved would be generally the uses listed above; i.e., development potential use with single-family residential dwellings or support facility uses. This conclusion is subject to the continued demand for residential housing and economic progression.

DESCRIPTION OF THE IMPROVEMENTS

As previously stated, the highest and best use of the subject site, as if vacant, has been determined to be a residential-use, single-family with certain amenities suited for a small acreage tract. The highest and best use definition states, "It is to be recognized that in cases where a site has existing improvements, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use."

The subject is improved with a one- and one-half story, brick and siding dwelling containing approximately 3,499 square feet of living area; note enclosed Sketch-Addendum for the division of ground and upper-level area. There is an unfinished basement area totaling 1,145 square feet. This is typical of most basements in the market area; concrete block with concrete slab floor, limited lighting and exposed duct work from the HVAC system. The basement also serves as a tornado shelter with an outside entry for this purpose. The dwelling was constructed circa 1978 with an addition completed circa 1993. Typical improvements have occurred during the life of this dwelling. Deferred maintenance is typical to all dwellings of this age and considered to be of good construction quality and overall good condition. The dwelling is constructed over a concrete block foundation-basement area.

The dwelling has a wood frame support structure with the Brick-Veneer siding attached to this conventional framing; there is also some vinyl and aluminum soffits and guttering. The interior walls and ceiling are drywall with an assortment of wallpaper typical of the 1993 era. There is typical cabinet and mill work considered an average trim package. The gutters are aluminum metal with fiberglass roof shingles over plywood decking. Insulated fixed double insulated replacement windows, with central heating and cooling; there are Electric Baseboard Heaters in the upper level which seems to be for back-up, Oak hardwood floors, and ceramic tile, with carpeting in the bedrooms. The appliance package is suitable for this era and design dwelling. There is one masonry fireplace.

The dwelling floor plan consists of a total of a bonus-recreation room with a day room, one living-one dining room, and kitchen with eating area, two bedrooms and three baths on the ground level and two upstairs with an office room and one full bathroom. There is a large laundry room and three entry areas. (Note building sketch included in addenda). Again, this is considered a primary residence for the owner.

Additional features for the dwelling include three covered and/or open porches and one brick patio and arbor; again, note enclosed sketch. The automobile storage is an attached garage suitable for three vehicles totaling 1,042 square feet. There is an average condition wood pole framed implement shed of +/-1,440 square feet considered to be in average condition and a recreational "Doll House" of +/-126 square feet. There is also a long-paved asphalt driveway of over 9,000 square feet. As the dwelling is considered to be a combination of 44 and 29 years old it is considered to be in good overall condition. There are deferred maintenance items typical of its age and use.

An item of interest is the stairwell to the second level. These stairs are very narrow and have a severe turn near the first floor, see attached photograph. This item seems to not be building codes compliant. A professional in this field should inspect if the client is concerned. The steps to the basement also seem to be non-compliant.

SUMMARY OF MARKET INFORMATION

The research and analysis revealed several sales pertinent to this analysis. These sales are listed on the following pages. Other possible sales and supporting documentation of these comparables are retained in your appraiser's workfile and are **NOT** relative to this analysis.

SALES COMPARISON APPROACH – Residential Dwelling, with 2.29+- Acres

This report will consider the subject in its highest and best use. This tract is felt to represent the highest and best use analysis for residential use, agriculture and single-family with the land considered a small acreage home site. The site "As If Vacant" will be considered in order to establish a basis for site acreage adjustments in the market sales comparison of improved properties.

The Sales Comparison Approach involves direct comparison of the property being appraised to similar properties that have sold in the same or similar markets in order to derive a market value indication for the property being appraised assuming all improvements. This approach is also called the Market Data Approach. The Sales Comparison Approach, which relies on the principle of substitution, implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property. The subject property **DOES** have a current contract for sale which has previously been explained.

Sales of residential-agriculture use properties with single-family dwellings in this market area of Murfreesboro, Tennessee and the surrounding area of Rutherford County were researched with emphasis given to sales of similar construction quality and amenities. These sales transactions were identified utilizing available real estate data information services provided by the local County Property Assessor, Register of Deeds transactions, and the Regional Real Estate Multiple Listing Service. My sort and selection criteria are listed below:

- Single-Family Executive dwellings of similar construction quality, situated on acreage tracts with similar accessory structures and amenities; One and one-half story Ranch Farm House or Similar Style Dwellings
- Sale date within the previous two years

These selection criteria resulted in several possible sales transactions within Rutherford County, which were reviewed for their applicability to the characteristics and location of the subject property. Therefore, surrounding and adjoining counties were researched for similar style, size and quality dwellings. This search revealed several sales in Williamson, Bedford, and Rutherford Counties. However, I have selected the most suitable and comparable sales as being from Rutherford County. This analysis resulted in the selection of four properties felt to support the appraisal process for the subject property.

The process of listing and analyzing these sales is necessary in order to interpret the local market for properties similar to the subject's characteristics, proximity, size, age, condition, and time of sale results in supporting the final value estimate from this approach. This process gives my analysis a firm-based foundation for my opinion and estimate of the subject's **Current market value**.

COMPARABLE MARKET SALES**COMPARABLE SALE NO. 1**

Property Location:	5518 Batey Circle, Murfreesboro, TN 37129
Tax Map:	Map 071, Parcel 036.00
Grantor / Grantee:	Karen Laurer. / David Paladino
Sale Price / Market Duration	\$750,000 / NA
Sale Date / Record Book/Page No.:	09-17-2021 / 2142/1049
History of Sale:	04-26-2019, \$530,000, 1768/2964; 09-18-2018, \$115,000, 1712/1260; 05-08-2018, \$270,000, 1672/2332
Land Area / Land to Building Ratio:	2.70 Acres (117,612 Sq. Ft.)
Land Value Estimate:	\$175,000

BUILDING DESCRIPTION

Building Description:	1 Story Single-Family Dwelling, Brick Exterior, Average Quality, Average Condition
Dwelling Area:	3,233 Sq. Ft., 3 Bedrooms, 4 Baths, Year Built: 1978
Garage/Car Storage:	Asphalt Driveway, 2 Car Attached Garage-650 SF
Additional Features:	Unfinished Basement, Covered rear porch w/fireplace
Sale Price per Square Foot:	Gross: \$23.98

Comments: Additional features include: 15x29+/- In ground pool, 10x12 storage building, fence, irrigation system, 597 square feet of finished basement is included within the living area of 3,233. The remainder of the basement is unfinished; 245 square feet. Dwelling had a complete renovation after the sale dated 4-16-2019 and prior to this transaction.



COMPARABLE SALE NO. 2

Property Location:	8856 Rocky Fork Road, Smyrna, TN 37167
Tax Map:	Map 051, Parcel 034.00
Grantor / Grantee:	Rita L. Benson / John C. Fremont Etux Sarah E.
Sale Price / Market Duration	\$785,000 / NA
Sale Date / Record Book/Page No.:	01-24-2022 / 2199/3909
History of Sale:	No Prior Sales for Past Three Years
Land Area / Land to Building Ratio:	5.51 Acres (240,015 Sq. Ft.)
Land Value Estimate:	\$250,000

BUILDING DESCRIPTION

Building Description:	2 Story Single-Family Dwelling, Hardboard Exterior, Average Quality, Good Condition
Dwelling Area:	3,242 Sq. Ft., 3 Bedrooms, 2 Baths, Year Built: 1953
Garage/Car Storage:	Asphalt Driveway, 2 Car Carport-Detached
Additional Features:	2 Fireplaces, Covered Porch, Screened Patio, Storage Building
Sale Price per Square Foot:	Gross: \$242.13

Comments: Additional features include: Farm Shop 440 sq. ft.; Storage Building 1,500 sq. ft.; 2 Car Carport-Detached 440 sq. ft.; Screened Patio w/fireplace 360 sq. ft.; Covered Porch 120 sq. ft. This dwelling has received a complete renovation.



COMPARABLE SALE NO. 3

Property Location:	2540 Blantons Point, Murfreesboro, TN 37129
Tax Map:	Map 079, Parcel 063.07
Grantor / Grantee:	Terry Parrott Etux Cynthia / Timothy & Eleanor Bunton Trusts
Sale Price / Market Duration	\$750,000 / NA
Sale Date / Record Book/Page No.:	08-22-2022 / 2275/1784
History of Sale:	No Prior Sales for Past Three Years
Land Area / Land to Building Ratio:	1.49 Acres (64,904 Sq. Ft.)
Land Value Estimate:	\$150,000

BUILDING DESCRIPTION

Building Description:	2 Story Single-Family Dwelling, Brick Exterior, Average Quality, Good Condition
Dwelling Area:	3,607 Sq. Ft., 3 Bedrooms, 2.5 Baths, Year Built: 1986
Garage/Car Storage:	Hard Service Driveway, 2 Car Garage-Attached
Additional Features:	1 Fireplace, Patio, Screened Deck, In-ground Pool
Sale Price per Square Foot:	Gross: \$207.93

Comments: Additional features include: 2 Car Attached Garage 621 sq. ft., Stoop 24 sq. ft., Screened Deck 120 sq. ft., Salt Water in-ground pool 720 sq. ft., Porch 320 sq. ft.



COMPARABLE SALE NO. 4

Property Location:	3327 Blackman Road, Murfreesboro, TN 37129
Tax Map:	Map 071, Parcel 039.19
Grantor / Grantee:	Kevin Killets Etal Jennifer Killets / Terry Williams Etux Nancy
Sale Price / Market Duration	\$840,000 / NA
Sale Date / Record Book/Page No.:	07-12-2021 / 2109/2072
History of Sale:	No Prior Sales for Past Three Years
Land Area / Land to Building Ratio:	6.6 Acres (287,495 Sq. Ft.)
Land Value Estimate:	\$275,000

BUILDING DESCRIPTION

Building Description:	2 Story Single-Family Dwelling, Brick Exterior, Average Quality, Good Condition
Dwelling Area:	3,446 Sq. Ft., 4 Bedrooms, 3.5 Baths, Year Built: 2000
Garage/Car Storage:	Asphalt Driveway, 2 Car Garage-Attached
Additional Features:	1 Fireplace, Storage Building, Covered Patio
Sale Price per Square Foot:	Gross: \$243.76

Comments: Additional features include: Asphalt Driveway, 2 Car Attached Garage 700 sq. ft., In-ground pool 448 sq. ft., Covered Patio 155 sq. ft.,



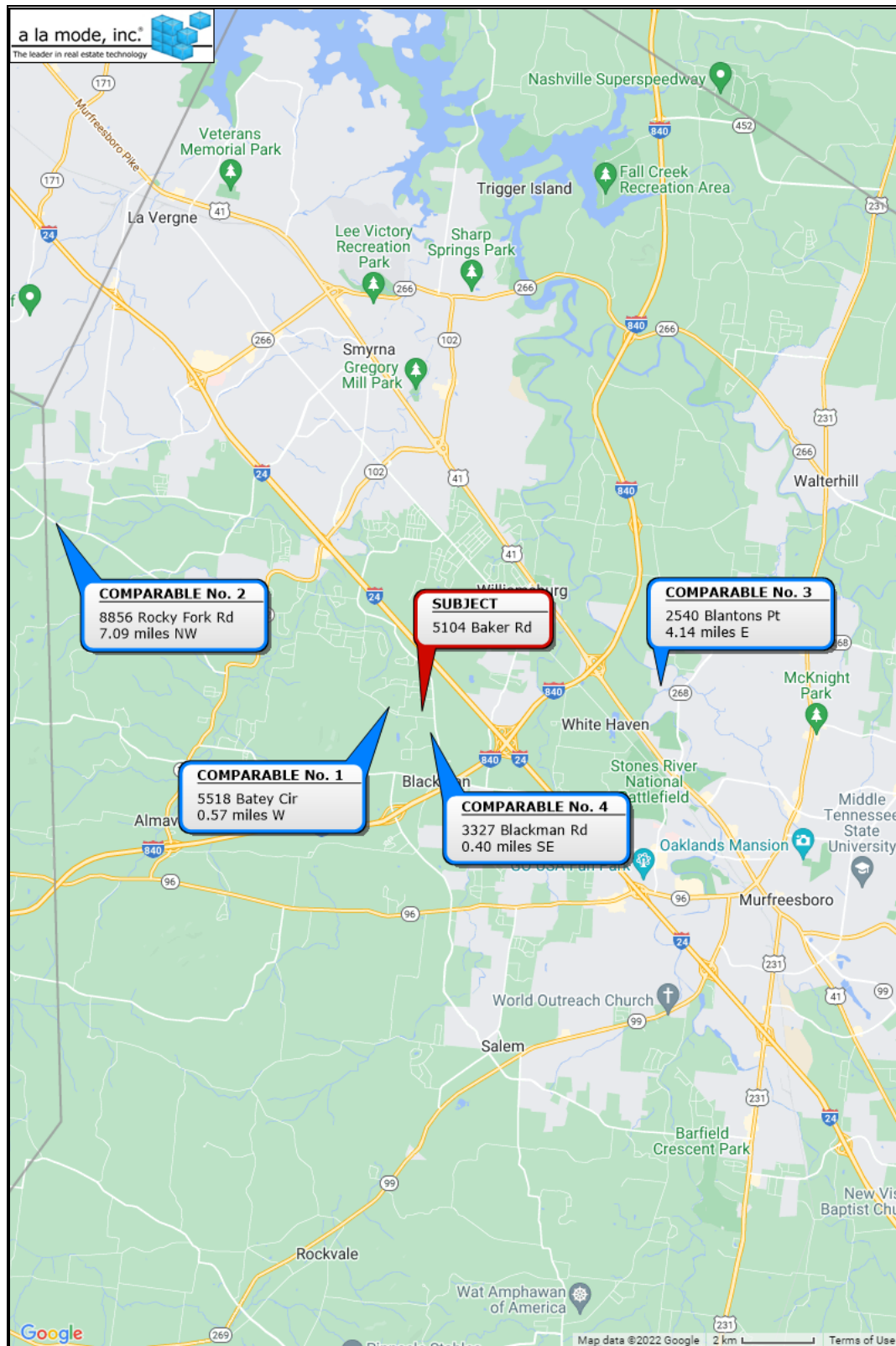
SUMMARY OF SINGLE-FAMILY DWELLINGS WITH ACREAGE TRACT

Comparable Sales Adjustment Grid

**Subject Property: 5104 Baker Road
Murfreesboro, TN 37129**

COMPARABLE NUMBERS

Subject / Location	Comparable Sales				
Melissa & John L. Batey, Jr.					
5104 Baker Road	1	2	3	4	5
Murfreesboro, TN 37129	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Factors: / Comparable Address	5518 Batey Cir, Murfreesboro	8856 Rocky Fork Rd., Smyrna	2540 Blantons Point, Murfreesboro	3327 Blackman Rd., Murfreesboro	
Date of Sale	09/17/21	01/24/22	08/22/22	07/12/21	
Location Adjustment					
Dwelling Size-Sq. Ft.-Bedroom-Baths, etc. 3,499-4 Bth	\$20,000	\$20,000	(\$5,000)	\$0	
Site/Acreage--2.29 Acres	\$0	(\$50,000)	\$25,000	(\$100,000)	
Construction Quality-Good	\$0	\$0	\$0	\$0	
Age/Condition-44 & 20 years/good cond.	(\$50,000)	(\$50,000)	\$0	(\$50,000)	
Asphalt/Concrete Driveway	\$0	\$0	\$0	\$0	
Add. Features: Porches, patios, 1-F/P- Appli, Etc.	\$0	(\$10,000)	\$0	\$0	
Add. Features: Unfin-Bsmt-1,145 SF w/Tornado Shelter	\$25,000	\$30,000	\$30,000	\$30,000	
Add. Features: Adjustment for Above Grade Garages, Barns,Sheds, pool, etc. *	(\$35,000)	\$10,000	(\$35,000)	\$0	
Add. Features: Closing Cost by Seller	\$0	\$0	\$0	\$0	
Total Dollar Adjustment	(\$40,000)	(\$50,000)	\$15,000	(\$120,000)	
Overall Sales Price-Gross	\$750,000	\$785,000	\$750,000	\$840,000	
Adjusted Sales Price of Comparable	\$710,000	\$735,000	\$765,000	\$720,000	
Subj. Size 3,499 SF-Comp.Total Size- SF	3,233	3,242	3,607	3,446	
*Contribution of Value for these Amenities, includes sheds, Outbuildings, & other outside amenities					
Adjusted Sales Price per Square Foot Mean:	\$732,500				
Adjusted Sales Price Per Sq. Ft. for Sales 1,2 & 3; Mean:	\$721,667				



AREA MAP – COMPARABLE MARKET SALES & SUBJECT PROPERTY

COMPARABLE SALES ANALYSIS – Residential Dwelling, with 2.29+/- Acres

In Rutherford County, Tennessee sales of residential dwellings with 2.29+/- acre land parcels occur within this market area with adequate frequency. However, after the adjustment for the land contribution, which is supported by the land as if vacant analysis, these sales of residential dwellings are felt to best represent the subject property. The land sizes are various with the value differences adjusted accordingly. The major differences in amenities and features require market-derived adjustments. These dissimilarities have been addressed on the previous Adjustment Grid.

The comparable sales' building qualities are all considered similar to the subject as each represents existing single-family dwellings of similar marketability and amenities: one and one and one-half story ranch design dwellings. The adjustments are based on cost to simulate the comparable sales to the subject. The size only adjustment for the dwellings has been extracted from similar residential sales to equate to +/- \$75 per square foot for size only difference. The quality adjustment is related to the differences and adjusted accordingly.

The additional features adjustments for the subject and comparable sales amenities are referenced from cost to construct less physical depreciation and market extraction through paired sales. The subject property has an unfinished basement area including an attached vehicle storage (three car attached garage), 1,440 square feet implement shed and other amenities necessary to allow this to be a residential use property. A thorough search of comparable properties revealed adequate sales of one and one and one-half story ranch dwellings on small acreage farm type properties similar to the subject occurring in Rutherford County. Therefore, these sales represent the subject in its location within Rutherford County.

The land value, location variables and improvements have been accounted for on the sales information page for each comparable. This extraction relates to the market response, size of tract, or land value relative to each comparable sale. Each sale has been reviewed and adjusted accordingly. The unit of measure is gross sales price to adjusted sales price to relate to the final indication of value.

The \$30,000 adjustment for the unfinished basement area is related to the contribution of value the collective sum of the total for this amenity. This contribution is estimated from market factors related to the dwellings only. This contribution of value was estimated at +/- \$20-\$25 per square for the unfinished area, for the \$30,000 value contribution as a collected sum.

All sales are located within Rutherford County even as the mailing address for these comparables is listed as: Murfreesboro and Smyrna, Tennessee. All comparables have similar dwelling designs. These sales have similar amenities as the subject with each considered a one and or one and one-half story ranch dwelling with a small amount of acreage. Each sale has similar

amenities, secondary buildings or amenities, and living areas as the subject. All sales seem to be very similar to the subject with each located within the west to northwestern section of Rutherford County. Sale one has a smaller unfinished basement area similar to the subject with the remaining sales not having this amenity.

The land adjustment is relative to market response. The largest adjustment for all comparables is the land differential, age/renovation, and/or the lack of basement area. The basement adjustment is for three of the comparables with the age/renovation adjustment also for three of the sales. The subject has a reasonable home site with this setting currently utilized for a small acreage home site utility and residential enjoyment. These comparables required a reasonable gross dollar adjustment and are utilized for location and desirability response. **Again, this appraisal does not represent any knowledge of specific crop yield production potential or any mature timber value for the subject property.**

The adjusted indication supports these comparables. All of the comparable sales have occurred within the years 2021 and 2022. Comparables one, two and four will be weighted with slightly greater emphasis as each is deemed to represent the subject property. These three comparables are independent of any subdivision restrictions. Sale three is located in a controlled subdivision. After the adjustment process, this sale produces the largest dollar indication. The adjusted mean indication for these three comparables is +/- \$721,667. Therefore, these comparables will receive weighted emphasis for the final indication of value. All comparables are considered representative of current market value conditions, as of the effective date of the appraisal, November 3, 2022. Therefore, the selection of comparables in this market area was necessary to represent the motivation of buyers and sellers of properties similar to the subject.

The adjustment grid is utilized to equate as best as possible each comparable sale to the subject. The adjustments have been explained and deemed to be market related. The calculated mean for all four sales is \$732,500 with number one, two, and four calculating to \$721,667. As previously stated, sales one, two and four are relied upon and deemed to provide the most support for the final indication as each sale has a similar design, style, and amenity package as the subject. However, a blending of each of these analytical factors will be considered for the final indication of value.

The subject is a distinct property with various amenities and features. The range of adjusted value per comparable sale is \$710,000 to \$765,000, which produces a +/-7% range. Again, the adjustment mean is calculated to \$732,500. However, the comparables deserving most emphasis produce a range from \$710,000 to \$735,000 a +/-4% range. All comparables are felt to support the final opinion of current value as each has similar design, quality, and finish features. All sales are felt to be reliable indicators for the subject. However, emphasis is placed on the adjustment mean from the two analyses. This blended analysis is felt to best support the final value opinion. The final opinion, as indicated from the Sales Comparison, is listed below or on the following page..

When appraising real estate for the purpose of establishing a most probable selling price for the clients, the appraiser references in his/her opinion a range of possible sale prices. For the subject property this process produces an adjusted range from the Sales Comparison of \$710,000 to \$765,000. This range of possible value represents my opinion of current market value conditions pertaining to similar properties such as the subject. However, the final opinion of value must be announced. This reconciliation references the four most probable value opinions supported by the valuation approaches and/or approach processed. **However, as stated the final price could be within the referenced range.**

The definition of “Price” is different than “Value” as value expresses an economic concept and is never a fact but always an opinion and qualified by definition.

“Price” as defined by the Dictionary of Real Estate Appraisal; 5th Edition, Appraisal Institute: “The amount asked, offered, or paid for a property. Once stated, price is a fact, whether it is publicly disclosed or retained in private. Because of the financial capabilities, motivations, or special interest of a given buyer or seller, the price paid for a property may or may not have any relation to the **value that might be ascribed to that property by others.**” Also listed within the USPAP guidelines.

Final Conclusion: Based upon the preceding calculations supported by the Sales Comparison Analysis and the indication demonstrated in the marketplace, it is my opinion the **current “As Is” value** of the subject property in its current condition, assuming a 2.29+/- acre site, with the effective date being November 3, 2022, as improved, with the report date, November 10, 2022, subject to any limiting and “**Hypothetical Conditions**” listed, is:

SEVEN HUNDRED THIRTY THOUSAND DOLLARS

(\$730,000.00)

Final Analysis

The preceding analysis references many marketing factors related to valuation of real estate. The above referenced range of value offers the client an array of possibilities. The final value estimate of small acreage tract properties with a single-family dwelling is often difficult, as many factors affect market transactions. However, the final estimate of value represented in this analysis is felt to be supported by market transactions of local buyers and sellers.

It should be noted; current economic conditions may be in an adjustment mode (home mortgage rates are near 7%), requiring purchase prices of over \$700,000 to be less in numbers over the past three to four years. Lending for such properties requires a very liquid loan transaction with typical loan to value ratios being at or below typical underwriting. Assuming quick sale; certain discounts may become necessary in order to attract qualified buyers.

Therefore, based upon the preceding analysis and the indication demonstrated in the marketplace, it is my opinion the **Current market value** of the subject property, as improved; assuming a 2.29+/- acre site, **subject to a six to twelve-month exposure and marketing period**; as of November 3, 2022 effective date and inspection date of the appraisal, and the report date being November 10, 2022, subject to the “**Hypothetical Conditions**” so referenced, is:

SEVEN HUNDRED THIRTY THOUSAND DOLLARS

(\$730,000.00)

**Residential Dwelling, and 2.29+/- acre Tract
Current Market Valuation**

Thank you for the opportunity to be of service to you in this matter. If further information is necessary, please call 615-895-6260.

Respectfully submitted,



Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser - CG-493

A D D E N D U M

CERTIFICATE

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest or bias with respect to the property or to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. I have made a personal inspection of the property that is the subject of this report: Inside / outside / both / proposed improvements and/or vacant land.
9. No one provided significant professional assistance to the person signing this report.
10. As of the date of this report, I, Johnny M. Sullivan, SRA, have completed the requirements of the Continuing Education program for designated members of the Appraisal Institute.
11. I hereby certify that I am a Tennessee State Certified General Real Estate Appraiser and my certificate number is CG-493.
12. This appraisal was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or any amount, which would result in the approval of a loan.
13. The person signing this report has the knowledge and experience to complete the assignment competently and is duly licensed by the appropriate state to perform this level of appraisal.
14. I have / have not appraised this property or performed any other real estate related service in the three years prior to accepting this assignment.



11-03-2022 (Effective)

11-10-2022 (Report)

Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser – CG-493

DATE

Property: Melissa & John L. Batey, Jr.
Address: 5104 Baker Road
Murfreesboro, TN 37129

ADDITIONAL SCOPE OF WORK

If applicable, I have inspected the dwelling from an appraiser's perspective, as I am NOT a Home Inspector, Engineer, Plumbing or Electrical Contractor. If the client desires such an inspection, one or more of these professionals may be consulted.

A complete visual inspection is defined as a visual interior and exterior inspection of readily observable areas. No furnishings, plantings, ice, snow, or personal property were moved in order to obtain a better view of the subject. The appraiser is not a building or home inspector, contractor or a structural engineer. The appraiser is not a heat/air, electrical, or plumbing contractor or inspector. The client is encouraged to have a "home inspection" by a qualified individual.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This **Appraisal Report with the Scope of Work Limited to Processing Only the Sales Comparison Approach** and resulting estimate of value is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market value conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple Interest, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers' agreements, unless otherwise stated in this appraisal report.
4. Information, estimates, and opinions furnished to the appraiser by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such items; however, the appraiser assumes no responsibility for their accuracy.
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors. The appraiser recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in connection with any other appraisal and are invalid if so used.
12. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
13. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
14. Unless otherwise stated in this appraisal report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.
15. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. A qualified engineer and/or surveyor can only provide certification of this. If there is any possibility that the subject is within an identified flood hazard zone, the appraiser recommends that the property should be covered by adequate flood insurance.
16. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.

17. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
18. The appraiser reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
19. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraiser is affiliated.
20. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower, if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the appraiser.
21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.
22. This is an **Appraisal Report with the Scope of Work Limited to Processing only the Sales Comparison Approach**, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Practice for an **Appraisal Report**. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation containing the data, reasoning, and analysis is retained in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

DEFINITION OF MARKET VALUE

The accepted definition of market value is defined in The Dictionary of Real Estate Appraisal, Twelfth Edition (Chicago: Appraisal Institute, 2001). Other items of definition have been added below. These items and the general definition have been accepted by all five government agencies and the "RTC":

"Market Value - The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus."

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in cash or U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C - Appraisals, 34.42 Definitions.)

*This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994. --This **WILL** be the definition for this Appraisal Report.

The Internal Revenue Service (IRS) indicates the definition of value for the subject property as fair market value, defined as "the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts." (IRC 20.2031-1 (b)). This **WILL NOT** be the definition for this assignment.

PHOTOGRAPHS OF SUBJECT PROPERTY



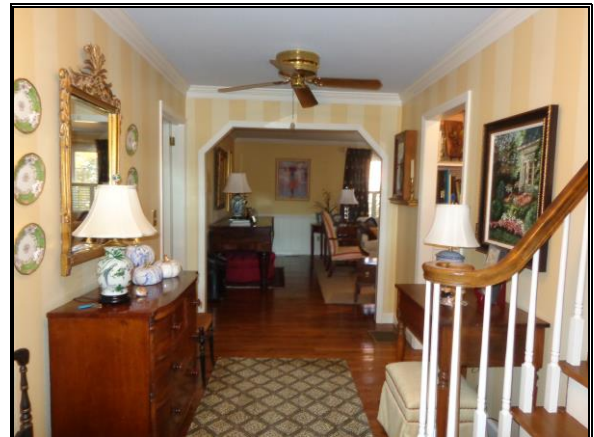
SUBJECT PROPERTY

PHOTOGRAPHS OF SUBJECT PROPERTY



RESIDENTIAL DWELLING

PHOTOGRAPHS OF SUBJECT PROPERTY



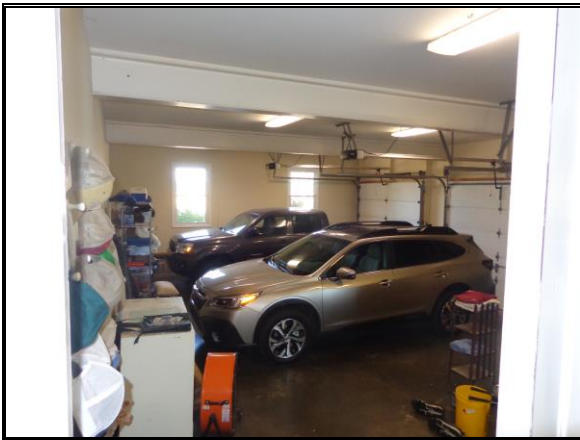
SUBJECT PROPERTY

PHOTOGRAPHS OF SUBJECT PROPERTY



SUBJECT PROPERTY

PHOTOGRAPHS OF SUBJECT PROPERTY

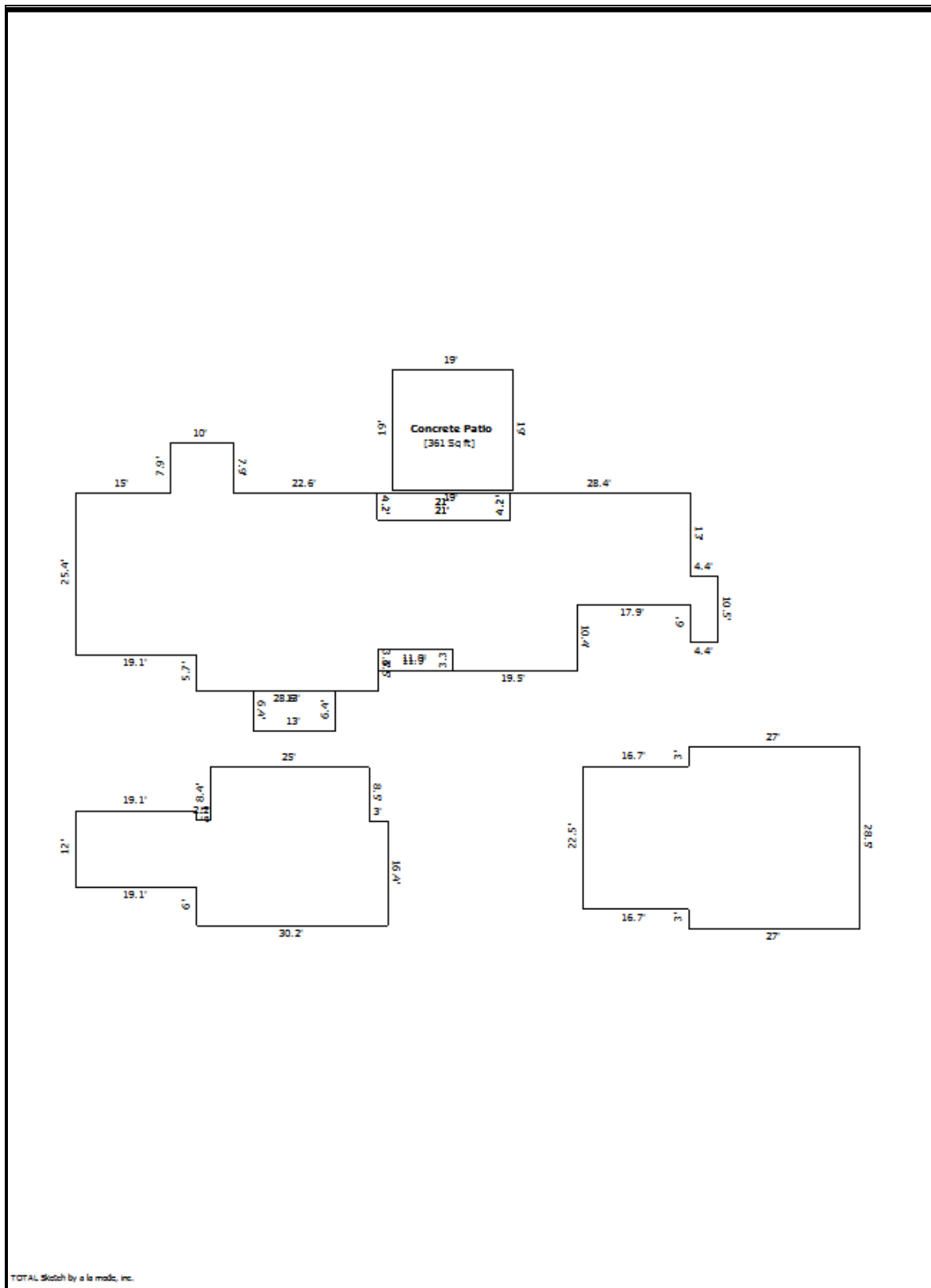


SUBJECT PROPERTY

PHOTOGRAPHS OF SUBJECT PROPERTY



STREET SCENES



BUILDING SKETCH

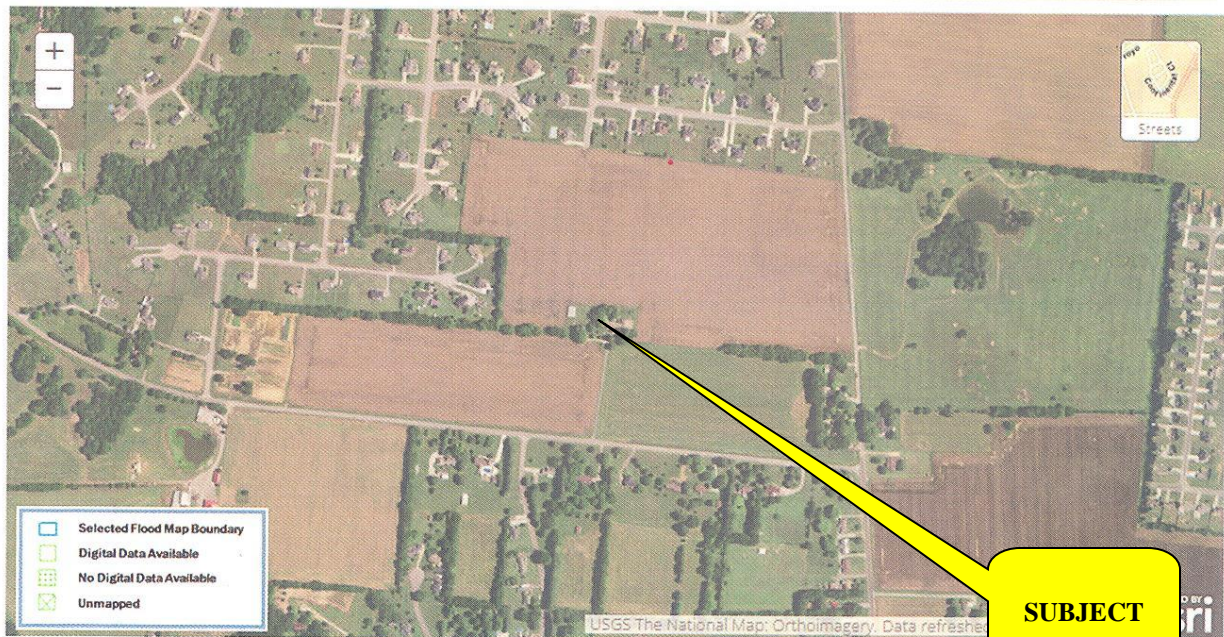
Living Area		Calculation Details	
First Floor	2561.64 Sq ft	$10 \times 7.9 = 79$ $10.5 \times 4.4 = 46.2$ $17.5 \times 17.9 = 313.25$ $25.4 \times 19.1 = 485.14$ $31.1 \times 28.5 = 886.35$ $10.5 \times 4.2 = 44.1$ $23.7 \times 19.5 = 462.15$ $12 \times 20.4 = 244.8$ $6.5 \times 0.1 = 0.65$	
Second Floor	937.2 Sq ft	$12 \times 19.1 = 229.2$ $30.2 \times 16.4 = 495.28$ $8.5 \times 25 = 212.5$ $0.1 \times 2.2 = 0.22$	
Total Living Area (Rounded):		3499 Sq ft	
Non-living Area			
Concrete Patio	83.2 Sq ft	$13 \times 6.4 = 83.2$	
Concrete Patio	39.27 Sq ft	$3.3 \times 11.9 = 39.27$	
Concrete Patio	361 Sq ft	$19 \times 19 = 361$	
Third Floor	88.2 Sq ft	$21 \times 4.2 = 88.2$	
Undefined Area	88.2 Sq ft	$4.2 \times 21 = 88.2$	
Basement	1145.25 Sq ft	$28.5 \times 27 = 769.5$ $22.5 \times 16.7 = 375.75$	

BUILDING SKETCH



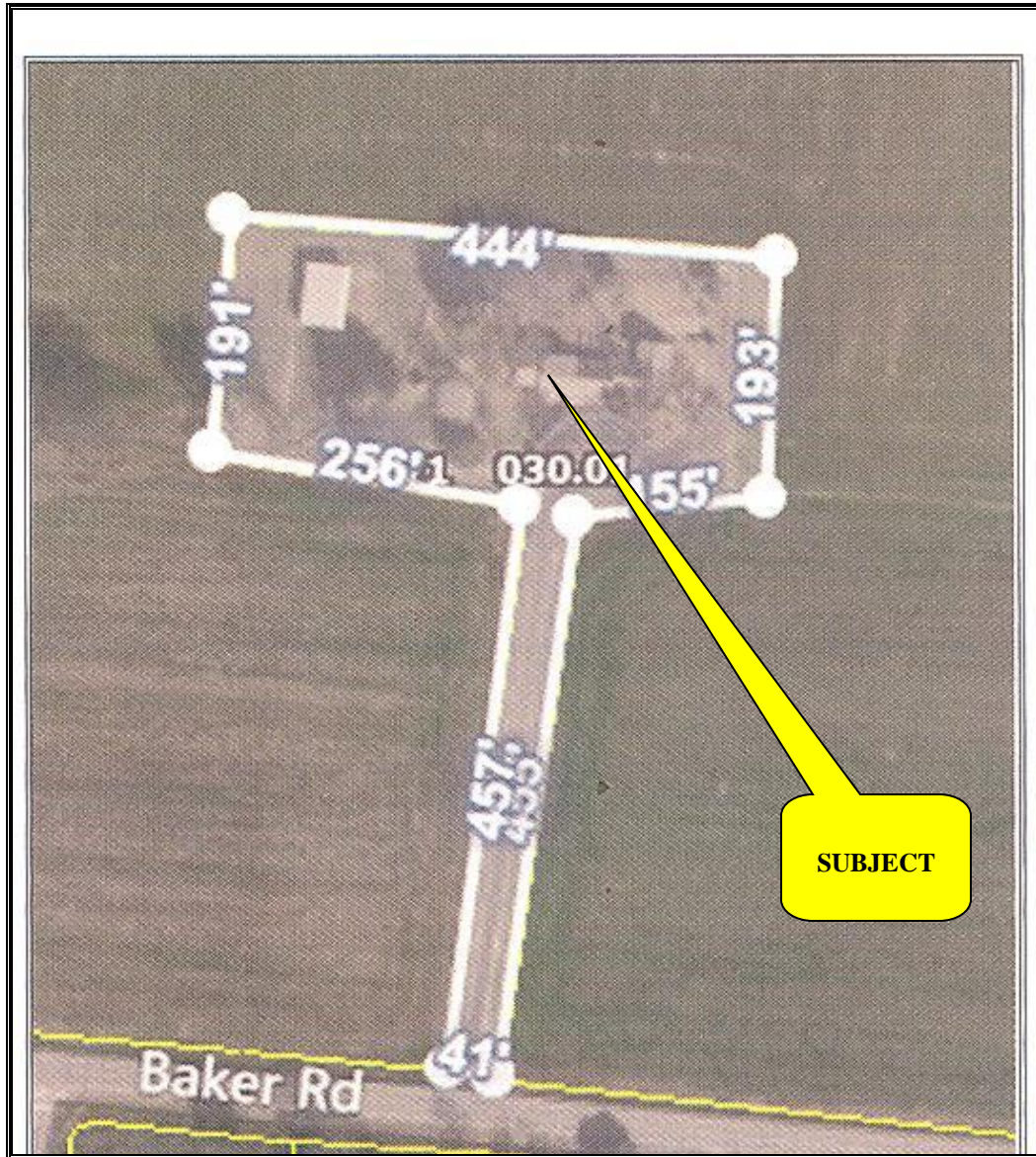
Whether you are in a high risk zone or not, you may need [flood insurance](#) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about [steps you can take](#) to reduce flood risk damage.



SUBJECT

FLOOD MAP



TAX MAP



ZONING MAP

PURCHASE ORDER**Rutherford County, Tennessee****PURCHASING DEPARTMENT:**

School Bldg Program
Phone: 615-893-5812
Fax: 615-904-3772

**V
E
N
D
O
R**
3496
Johnny M. Sullivan, Sra
1703 First Place
Suite E
Murfreesboro, TN 37129

NOTICE TO VENDOR

1. All packages, cartons or other containers must be plainly marked with the purchase order number.
2. No changes in or cancellations of this purchase order shall be recognized by the Vendor unless authorized by special form issued by the Purchasing Agent.
3. The county is not liable for Federal excise tax or state sales tax. Tax Exemption Certificate will be furnished.
4. Each shipment and/or each purchase order should be covered by separate invoice.
5. UNLESS OTHERWISE STATED, ALL PRICES ARE F.O.B. Destination.

MAIL Invoice to: **Rutherford Co. Board of Education**
ATTN: Accounts Payable
2240 Southpark Drive
Murfreesboro, TN 37128

P.O. No BP 16232

S Rutherford Co Schools Engineering
H T 2240 B Southpark Drive
I O Murfreesboro, TN 37128
P

ATTN TO: Trey Lee

Include P.O. Number on Invoices and Packages

REQUISITION NO	DELIVERY REQUIRED	SHIP VIA	TERMS & FREIGHT	DATE ISSUED	PURCHASE ORDER NO
				09/26/2022	BP 16232
ITEM	QUANTITY	ARTICLES OR SERVICES		UNIT COST	TOTAL COST
1	1	Appraisal for the John L. Batety Property per letter 9-22-2022 Not to exceed 189-91300-715-SEC \$4,000 189-91300-715-ELEM \$2,000		4000.000	\$4,000.00
2	1	Appraisal for the John L. Batety Property per letter 9-22-2022 Not to exceed 189-91300-715-SEC \$4,000 189-91300-715-ELEM \$2,000		2000.000	\$2,000.00
TOTAL:					\$6,000.00
ACCOUNTING INFORMATION: 189. -91300-715- SEC \$4,000.00 189. -91300-715- ELEM \$2,000.00			AUTHORIZED SIGNATURES: <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">Approved By Brian Runion On 9/27/2022</div> _____ DIRECTOR OF SCHOOLS <div style="border: 1px solid black; padding: 2px; margin: 10px 0;">Approved By Jeanette Egly On 9/26/2022</div> _____ FINANCE DIRECTOR		

Control Number 044177

PURCHASE ORDER



Johnny M. Sullivan, SRA

Real Estate Appraiser-Consultant

1703 First Place – Suite E
Murfreesboro, TN 37129-1599
615-895-6260
sulljohn@realtracs.com

September 22, 2022

Mr. Trey Lee
Assistant Superintendent
Rutherford County Schools
2240 Southpark Boulevard
Murfreesboro, TN 37128

Dear Mr. Lee:

Thank you for your consideration and the opportunity to perform an appraisal on a proposed 59.1-acre vacant land tract to be subdivided from a larger tract of 409 +/- acres. A second appraisal is also requested for a 2.29 - acre land parcel with an estate dwelling of over 3,600 square feet with multiple outbuilding resting on said land tract. These tracts are currently listed on the public records as being owned by John L. Batey, Jr.

These properties are considered complicated by standards produced by the Appraisal Standards Board (ASB) of The Appraisal Foundation. The proposed vacant land tract is considered development potential vacant land and the home site land parcel with multiple outbuildings and a single-family dwelling may create a “Super-Adequacy” situation as the multiple outbuildings are designed to aid a larger farm operation. That is to say 2.29 acres of land will not produce adequate agriculture utility to support the cost of multiple farm use outbuildings. Therefore, the appraiser must have the proper credentials in order to process these appraisal reports. The necessary credentials would require the appraiser to have a “State Certified General Real Estate Appraiser” certification.

- Appraisal Fee for Both AppraisalsNot to Exceed \$6,000
(Estimated Delivery, +/- 4 to 6 weeks from date of engagement; pending other assignments pending at the time of engagement and timely access to the properties).

Each Appraisal Report will be completed in a narrative format.

I understand this proposal is for the Rutherford County Board of Education; therefore, I offer my professional services to you at the above quoted fee. Please sign and return this letter if the fee is acceptable and you wish to retain my services.

Mr. Trey Lee
September 22, 2022
Page 2

I intend to deliver a completed report to you within the stated time frame. Dates of delivery are subject to other work in progress and in recognition that unforeseen characteristics of any appraisal problem might render timely delivery impossible. I will make every effort to deliver all work on a timely basis. It is essential that I be provided any surveys, contracts, legal descriptions, etc.; if available. Also, a contact person and phone number for interior and exterior inspection of each property.

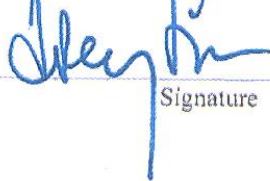
If you need any additional information, please contact me at 615-895-6260. Again, thank you for your consideration in allowing me to service your appraisal needs.

Sincerely,



Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser CG - 493

Accepted:



Signature

9-27-2022

Date

— Johnny M. Sullivan, SRA —

REAL ESTATE PURCHASE AGREEMENT
(5104 Baker Road, Murfreesboro, TN)

THIS AGREEMENT is made as of the 15th day of September, 2022 ("Effective Date"), between John L. Batey, Jr. and Melissa W. Batey (collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase a house and yard consisting of approximately 2.29 acres located at 5104 Baker Road, Murfreesboro, Rutherford County, Tennessee, as more particularly shown on Exhibit "A", being Tax Map 071, Parcel 30.01-000, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, 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 AND PAYMENT

1.1 Purchase Price; Payment. The total Purchase Price for the Property shall be the appraised value of the house as determined by an appraisal mutually acceptable to Buyer and Seller or as otherwise agreed by Buyer and Seller ("Purchase Price"). The Purchase Price shall be paid in cash at closing. If the Buyer and Seller do not reach an agreement upon a mutually acceptable price, Buyer or Seller may terminate this Agreement by written notice to the other party.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of Five Thousand Dollars (\$5,000) ("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

Real Estate Purchase Agreement house EXE 8.24.22

PURCHASE AGREEMENT

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

2. INSPECTION PERIOD AND CLOSING

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. Seller shall cooperate with and assist Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. 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.

2.2 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 go forward with this Agreement to Closing, which election shall be made by notice 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 is timely given, 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.

PURCHASE AGREEMENT

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 Rutherford County Commission approves funding and the Rutherford County Board of Education approves the purchase of the Property, or at such other time and place and in such manner as Seller and Buyer may agree.

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 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 other taking which may affect the Property.

3.3 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 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 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

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 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.

PURCHASE AGREEMENT

(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 Conditions Precedent to Buyer's Obligations. 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 receiving any easements from Seller which Buyer determines are reasonably needed for the Buyer's intended use of the Property.

(f) Approval of funding for the purchase of the Property by the Rutherford County Commission.

PURCHASE AGREEMENT

(g) The simultaneous closing of the sale of the property consisting of approximately 71 acres more or less on Baker Road which is a portion of Tax Map 071, Parcel 30.00 to the Buyer or its assigns which is under a separate contract.

(h) 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 Conditions Precedent to Seller's Obligations. 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 and the simultaneous closing of the purchase of the parcel consisting of approximately 59.1 acres, more or less, being a portion of Tax Map 071, Parcel 30.00 under a separate contract by the Buyer or its assigns.

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; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) in the case of a willful breach by Seller after Buyer has elected to go forward beyond the Inspection Period to Closing, Buyer may bring an action against Seller for damages, after notice to Seller of such willful breach and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such willful breach.

7.2 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*

PURCHASE AGREEMENT

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.

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: John L. Batey, Jr. and Melissa W. Batey
5104 BAKER RD
MURFREESBORO, TN 3729
Telephone: 615-838-2500
Email: melwbatey@gmail.com

With a copy to
Seller's Counsel: Bricke Murfree
Murfree & Goodman, PLLC
805 South Church St, Ste 21
Murfreesboro, TN 37130
Telephone: 615-867-0835

As to Buyer: Rutherford County Board of Education
Attn: James Sullivan
Southgate Blvd.
Murfreesboro, TN 37130

With a copy to
Buyer's Counsel: Jeff Reed
16 Public Square North
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Facsimile: (615) 849-2135
Email: jreed@mborolaw.com

With a copy to
Escrow Agent: Hudson, Reed & Christiansen, PLLC
(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 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all

PURCHASE AGREEMENT

costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

8.4 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 or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.5 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.6 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 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.

8.7 Harvesting of Crops. Seller shall be entitled to harvest any crops on the Property before Closing, but Buyer is not responsible for any crop damage due to any testing or inspection work on the Property.

8.8 Removal of property. Seller shall be allowed to remove any property from the house and any improvements on the Property prior to Closing.

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

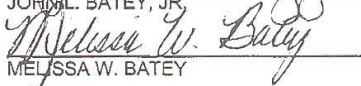
By: 

Name: Tanya Sharp

Title: Chairman

"SELLER"


JOHN L. BATEY, JR.


MELISSA W. BATEY

PURCHASE AGREEMENT

JOINDER OF ESCROW AGENT

1. Duties. 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. Indemnity. 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.

3. 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. Continuing Counsel. 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

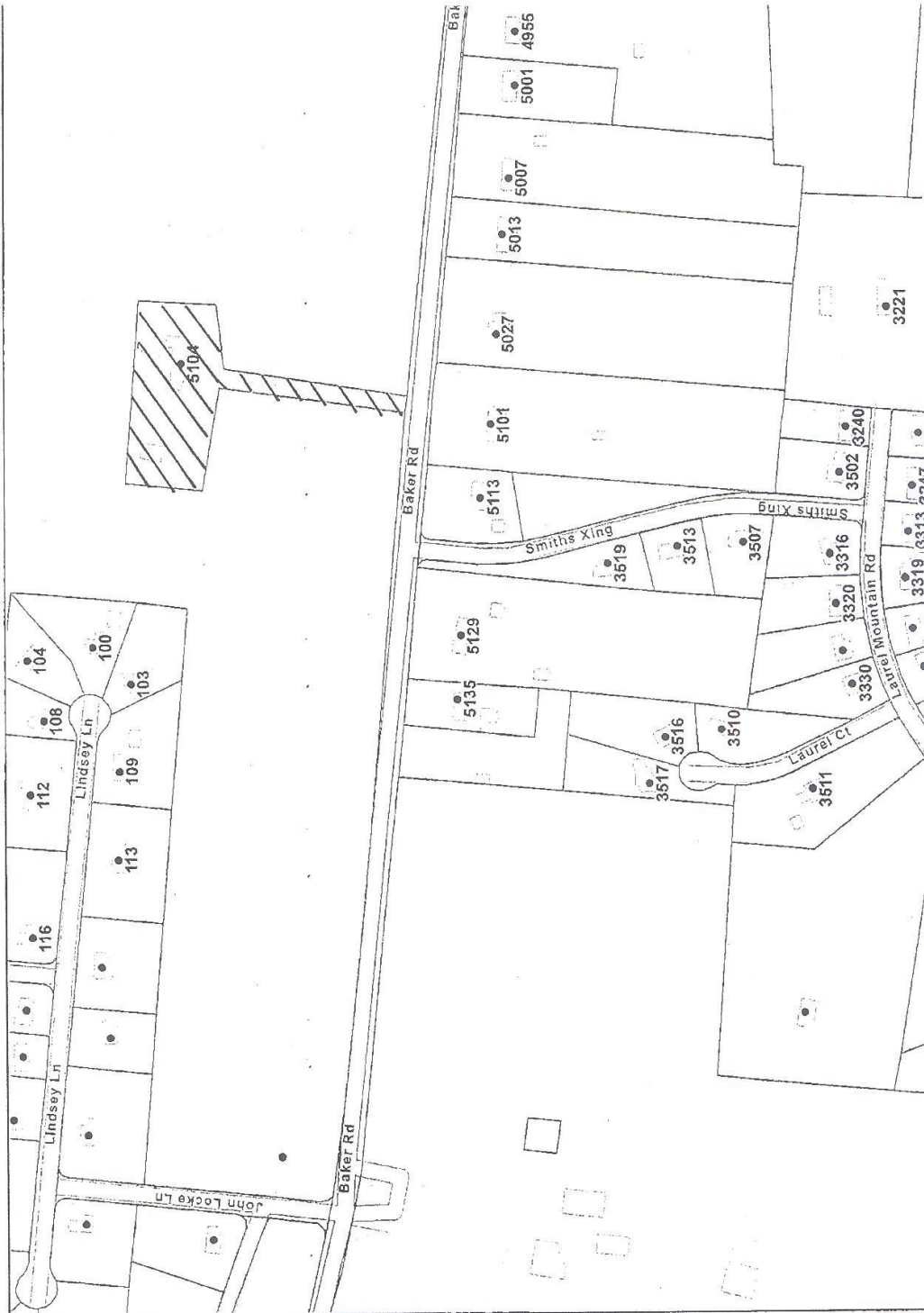
Date: _____

PURCHASE AGREEMENT

EXHIBIT "A"

PURCHASE AGREEMENT

5104 Baker Rd



PURCHASE AGREEMENT

SEND TAX NOTICE TO:
John L. Batey, Sr.
Rt. 2, Box 97
Murfreesboro, TN 37130

This Instrument Prepared By:
REED AND McHALE, Attorneys
117 East Main Street
Murfreesboro, TN 37130 591

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, JOHN L. BATEY, SR. and wife, ANNIE J. BATEY, have bargained and sold and by these presents do transfer and convey unto JOHN L. BATEY, JR. and wife, MELISSA W. BATEY, their heirs and assigns, forever, certain tracts or parcels of real estate situated and located in the 7th Civil District of Rutherford County, Tennessee, and being more particularly described as follows to wit:

PARCEL NO. I: Bounded on the north, east and west by remaining property of John L. Batey, Sr.; the south by property of John L. Batey, Sr. and Fannie Batey Talley, and a 20 foot wide parcel of land being conveyed simultaneously in Tract No. 2 herein.

Beginning at a pin in the north fence line of John L. Batey, Sr. and Fannie Batey Talley, being the SW corner of this tract and further described as S 86° 19' E 274.2 feet from a pin by corner post on the SE corner of John H. Riggs; thence N 7° 30' E 200.0 feet to a pin; thence S 86° 7' E 450.0 feet to a pin, being the NE corner of this tract; thence S 7° 30' W 200.0 feet to a pin in the north fence of John L. Batey, Sr. and Fannie Batey Talley; thence with fence line N 86° 07' W 150.0 feet to a pin in fence line on the east side of the 20 foot parcel of land described in Tract No. 2; thence crossing the north end of said 20 foot strip N 85° 26' W 20.0 feet to a pin in fence line; thence with the north fence of John L. Batey, Sr. and Fannie Batey Talley N 86° 07' W 280.0 feet to the beginning containing 2.06 acres more or less

PARCEL NO. II: Bounded on the north by property conveyed in Tract No. 1, on the east by property of John L. Batey and Fannie Batey Talley, on the south by Brown Chapel Road and on the west by property of John L. Batey and Fannie Batey Talley.

Beginning at a pin being N 85° 26' W 1367ft from the centerline of intersection of Browns Chapel Road and Blackman Road and being S 85° 26' E 26ft from a state right of way concrete marker on the north side of Brown Chapel Road 30ft from centerline of said road, being the SW corner of this tract; thence along fence line N 7° 30' E 502ft

to a pin in NW corner of this tract; thence S 85° 26' E 20ft to a pin in the NE corner of this tract; thence S 7° 30' W 502ft to a pin 30ft from centerline of Browns Chapel Road; thence N 85° 26' W 20ft to the beginning pin. This tract containing 0.23 acres more or less, according to survey of Robert E. Francis, Registered Land Surveyor, dated June 22, 1973.

Both Tract No. 1 and Tract No. 2 being a portion of the property conveyed to John L. Batey, Sr. and wife Annie Jamison Batey by warranty deed of record in Deed Book 119, page 379, Register's Office of Rutherford County, Tennessee, and being a portion of the property subsequently conveyed by Annie Jamison Batey to John L. Batey by warranty deed of record in Deed Book 224, page 439, Register's Office of Rutherford County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with
all the appurtenances, estate and title thereunto belonging, 592
unto the said grantees, their heirs and assigns forever.

We covenant with the said grantees that we are lawfully
seized and possessed of said real estate, that we have a good
right to convey the same, and that it is unencumbered.

We further covenant and bind ourselves, our heirs and
representatives forever, to warrant and defend the title to said
real estate unto the said grantees their heirs and assigns,
against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS, this 7th day of November, 1977.

John L. Batey
JOHN L. BATEY, SR.

Annie J. Batey
ANNIE J. BATEY

STATE OF TENNESSEE)
; SS:
RUTHERFORD COUNTY)

Personally appeared before me, the undersigned authority,
a Notary Public in and for said County and State, the within named
JOHN L. BATEY, SR. and wife, ANNIE J. BATEY, the bargainors, with
whom I am personally acquainted, and who acknowledged that they
executed the foregoing (WARRANTY DEED) instrument for the purposes
therein contained.

WITNESS MY HAND and official seal at Murfreesboro, Ten-
nessee, this the 7th day of November, 1977.

Patrick J. McHale
NOTARY PUBLIC

My Commission Expires: 12/28/80

STATE OF TENNESSEE)
; SS:
RUTHERFORD COUNTY)

I hereby swear or affirm that the actual consideration
for this transfer or value of the property transferred whichever
is greater, is \$1,600.00 which amount is equal to or greater
than the amount which the property transferred would command at
a fair and voluntary sale.

John L. Batey, Jr.
AFFIANT

Sworn to and subscribed before me, this the 7th day of
November, 1977.

Patrick J. McHale
NOTARY PUBLIC

My Commission Expires: 12/28/80

STATE OF TENNESSEE
RUTHERFORD COUNTY

OFFICE OF THE REGISTER Nov 8 19 77
HOMER JONES, REGISTER DO CERTIFY THAT THE
FOREGOING INSTRUMENT AND CERTIFICATE ARE REGIS-
TERED IN MY SAID BOOK IN BOOK NO. 261
PAGE NO. 571 AND THAT THEY WERE
RECEIVED Nov 8 19 77 AT 4:15
O'CLOCK P.M. AND ENTERED IN NOTE BOOK 252
PAGE 252

HOMER JONES, Register
BY Chadwick Jones DEP REG

RECORDING FEE 6.00
STATE TAX 4.16
REGISTER'S FEE 5.00
TOTAL PAID 15.16
RECEIPT NO. 53971



QUALIFICATIONS OF JOHNNY M. SULLIVAN, SRA

MAILING ADDRESS: 1703 First Place, Ste. E, Murfreesboro, TN 37129-1599

DATE OF BIRTH: September 26, 1953

SOCIAL SECURITY NUMBER: Available Upon Request

STATE CERTIFICATION: Tennessee Certified General Appraiser....CG-493

EMPLOYER: Self-Employed Fee Appraiser, Associated with Appraisal Associates, 1703 First Place, Ste. E, Murfreesboro, TN 37129-1599, Office (615) 895-6260, Mobile (615) 812-5188, Home (615) 890-0812

PRESENT POSITION: Fee Appraisal Assignments - Residential and Commercial Properties

PROFESSIONAL EXPERIENCE:

July 1978 to June 1990 - Staff Appraiser, Cavalry Banking (formerly Murfreesboro Federal Savings and Loan Association), P.O. Box 188, Murfreesboro, TN 37133-0188

October 1975 to July 1978 - Division of Property Assessments, State of Tennessee

July 1974 to July 1975 - Salesman, Moore's Building Supplies, 802 W College St., Murfreesboro, TN 37130

ACADEMIC EDUCATION: Bachelor of Science Degree from Middle Tennessee State University, Murfreesboro, TN 37132 - August 1975. Degree in Business Education/Tennessee Teacher's Certificate

APPRAISAL EDUCATION: The Appraisal Institute requires continuing education for its Designated Members to remain certified; I am currently certified. Examination was optional/required for the following list of courses:

Inconsistency: It's Hiding in Plain Sight in Your Appraisal November 2021

Residential Market Analysis and Highest & Best Use August 2021

7 Hour National USPAP Update Course-January 2020

Examining Property Rights & Its Implications on Valuation September 2019

Residential Measuring Standards & GLA or Not? August 2019

Fall Real Estate Symposium November 2018

Appraiser Complaints & How to Avoid Disciplinary Actions-July 2018

Current Appraisal Topics-April 2018

7 Hour National USPAP Update Course-January 2018

Introduction to Litigation Valuation & the Appraiser as an Expert Witness-August 2017

Appraisal Review-June 2017

Supervisor Appraiser & Trainee Responsibilities, TN - May 2017

Business Practice and Ethics - March 2017

7 Hour National USPAP Update Course-March 2016

Introduction to Vineyard & Winery Valuation - April 2015

Understanding Today's Regulatory Environment TREAC 2015 Update, Appraiser Legislative Update.

How to Utilize Statistics Effectively in an Appraisal - Brentwood, TN - May 2014

Commercial Appraisal Engagement & Review Seminar for Bankers & Appraisers - January 2014

Residential Applications: Using Technology to Measure & Support Assignment Results - November 2013

Litigation Appraising: Specialized Topics and Applications, Murfreesboro, TN - August 2005

The Appraiser as Expert Witness, Murfreesboro, TN - August 2004

Condemnation Appraising/Advanced Topics and Applications, Course 720, Murfreesboro, TN - August 2003

Condemnation Appraising/Basic Principles and Applications, Course 710, Murfreesboro, TN - August 2002

Standards of Professional Practice, Part C, Appraisal Institute, Nashville, TN - September 2001

Standards of Professional Practice, Parts A & B, Appraisal Institute, Brentwood, TN - October 1995

IBB Cap Theory & Tech, Part B, Income Capitalization, Appraisal Institute, Nashville, TN - April 1992

IBA Cap Theory & Tech, Part A, Income Capitalization, Appraisal Institute, Nashville, TN - March 1992

Income Capitalization of Real Estate, Academy of Real Estate Appraisers (AREA), Nashville, TN - September 1991

APPRAISAL SEMINARS: Various seminars are offered by the Appraisal Institute and should be attended to remain current. The following are seminars attended in last 15 years. State Certified and Appraisal Institute designated course requirements were maintained during the years 1980-1999.

Johnny M. Sullivan, SRA

QUALIFICATIONS OF JOHNNY M. SULLIVAN, SRA



National Uniform Standards of Professional Appraisal Practice (USPAP) Course – February 2014
National Uniform Standards of Professional Appraisal Practice (USPAP) Course – February 2013
2009-2012 Code-of-Ethics Seminar – November 2012
The Lending World in Crisis-What Clients Need Their Appraisers to Know Today, Nashville, TN – January 2012
Understanding and Testing DCF Valuation Models, Nashville, TN – December 2011
Uniform Appraisal Dataset / Fannie Mae Freddy Mac, Murfreesboro, TN – July 2011
Appraising Distressed Commercial Real Estate, Nashville, TN – January 2011
Hot Topics in Residential Appraisal, Nashville, TN – April 2010
Introduction to Valuation for Financial Reporting, Nashville, TN – February 2010
Business Practices and Ethics, Nashville, TN – December 2009
Appraising Convenience Stores, Nashville, TN – October 2009
National USPAP Update, Nashville, TN – June 2009
Liability Management for Residential Appraisers, Franklin, TN – May 2008
Quality Assurance in Residential Appraisals: Risky Appraisals = Risky Loans, Murfreesboro, TN – April 2007
Hypothetical Conditions and Extraordinary Assumptions, Murfreesboro, TN – April 2007
National USPAP Update Course, Nashville, TN – March 2007
Scope of Work: Expanding Your Range of Services, Murfreesboro, TN – September 2006
Uniform Residential Appraisal, Murfreesboro, TN – August 2005

ASSOCIATION MEMBERSHIPS:

Three, 3-year terms Board Member-Nashville-Middle TN Chapter, a.k.a. Greater TN Chapter, Appraisal Institute
Designated Member of the Appraisal Institute (created from the merger of SREA and AIREA)
Senior Residential Appraiser (SRA)
Tennessee Housing Development Agency (THDA)
Tennessee Real Estate Commission - License Retired
Rutherford County Board of Realtors

COURTS – QUALIFIED EXPERT: Chancery Court – Rutherford, Williamson, Wilson & Smith Co.; General Sessions – Rutherford County

APPROVED APPRAISER: FNMA, FHLMC, THDA, MidSouth Bk, First National Bk of McMinnville, Independence Bk of Owensboro, Ky., Pinnacle Bk, First Tennessee National Bk, Bank of America, SunTrust Bk, First Bank, Regions Bank, CitiCorp, Capital Bk Trust, Guaranty Trust Co., Synovus Bk (a.k.a. Bank of Nashville), American City Bk, Farm Credit Mid America, Regions Mortgage, Inc.; Cleveland Bank & Trust Co., City Bank & Trust, McMinnville; Farmers Bank of Cornersville, South Trust, U.S. Bk, and other mortgage companies. Other clients include the City of Murfreesboro, Rutherford Co., Consolidated Utility District, Middle Tennessee Electric Membership Cooperation, Town of Smyrna, City of LaVergne, City of Manchester, City of Tullahoma, local authorities, U.S. Army Corp of Engineers, State of Tennessee Real Estate Management Office, Certified Public Accountants, various Attorneys, and other professionals.

RELATED PAST EMPLOYMENT:

Employed by Cavalry Banking (Currently known as Pinnacle Bank) as a Senior Staff Appraiser appraising all types of real estate.

Employed by the Division of Property Assessments as a Real Estate Appraiser with emphasis placed on Mass Appraisal Technique as related to Appraisals for Advalorem Tax purposes.

Employed by Moores Building Supplies as a Building Materials Salesman, this familiarized me with building procedures, contractors, materials, and the building industry in general.

PAST DUTIES: Duties as Senior Staff Appraiser included primarily residential appraisals (both existing and proposed cases) and numerous commercial property appraisals. Also responsible for construction loan disbursements during the construction process, which involved personal on-site inspections to estimate the percentage of completion and to assure conformity with the plans and specifications as submitted.

Johnny M. Sullivan, SRA

QUALIFICATIONS OF JOHNNY M. SULLIVAN, SRA

RUTHERFORD COUNTY POPULATION GROWTH

	1970	1980	1990	2000	2010	2021	PROJECTED 2024
COUNTY	59,428	84,058	118,570	182,023	262,604	352,182	392,336
Murfreesboro	26,360	32,845	44,922	68,816	108,755	157,519	163,340
Smyrna	5,698	8,839	13,647	25,569	39,974	55,518	63,355
LaVergne	*N/A	5,495	7,499	18,687	32,588	39,091	44,765
Eagleville	437	444	462	464	604	744	811

Note: LaVergne was incorporated in 1972.

*Note: LaVergne did not participate in this census.

GROWTH CHART

PERMIT CHART - YEAR-TO-DATE

Total Permits up-to-date thru December 2021

MURFREESBORO

YEAR	TOTAL	SGL FAM	PERC. CHG.	MUL FAM	INDUS/ COMM	IND/COM. \$ AMT.	TOTAL**	TOTAL*	SGL FAM	PERC. CHG.	MUL FAM	INDUS/ COMM.	IND/COM. \$ AMT.
2006-^	4,113	1,597		2,447	69	109,124,899	#REF!	#REF!	894		1	20	6,704,785
2009	576	379	76.3%	167	30	82,841,563	#REF!	#REF!	343	61.6%	0	12	2,634,397
2010	508	298	81.3%	184	26	30,856,871	1,145	795	322	64.0%	0	7	2,807,149
2011	425	406	74.6%	0	19	37,237,890	1,010	854	336	40.6%	0	17	6,711,314
2012	1,017	536	#REF!	464	17	49,041,364	1,797	1,259	531	40.6%	0	17	7,104,330
2013	1,626	711	55.5%	889	26	48,210,493	2,586	1,469	556	37.8%	0	6	1,227,821
2014	1,868	821	48.6%	1,023	24	64,844,373	2,955	1,726	633	29.2%	0	14	2,775,739
2015	2,367	1,142	28.5%	1,185	40	76,898,127	3,498	2,083	620	#REF!	0	16	30,162,250
2016	1,898	1,431	#REF!	514	60	119,949,916	3,395	2,561	698	#REF!	0	11	1,990,951
2017	2,258	991	30.7%	1,233	34	57,621,276	3,950	2,281	785	-12.5%	0	18	4,955,962
2018	2,794	1,503	-51.7%	1,247	44	85,169,580	4,423	2,793	664	15.4%	0	28	13,982,762
2019	2,314	1,325	11.84%	941	48	80,667,287	4,020	2,800	859	-29.37%	2	14	6,747,676
2020	680	664	49.89%	8	26	44,774,559	1,233	1,082	351	59.14%	0	4	547,457
2021	2,378	1,670	N/A	552	51	241,208,416	N/A	N/A	N/A	N/A	0	12	N/A

^ - Year 2006 is Base Year for Percentage Change

**Total of All Permits Issued County & All Cities

SMYRNA

YEAR	SGL		MUL FAM	INDUS/ COMM.	IND/COM.		TOTAL	SGL FAM	MUL FAM	INDUS/ COMM.	IND/COM. \$ AMT.
	TOTAL	FAM			\$ AMT.	\$ AMT.					
2006-^	769	555	99	115	69,286,488	595	551	0	44	20,397,000	
2009	203	97	39	67	57,466,677	105	78	85.8%	27	2,702,864	
2010	164	95	19	50	60,590,341	94	57	89.7%	37	8,619,430	
2011	166	87	5	74	106,698,156	66	25	95.5%	41	19,492,096	
2012	361	149	150	62	25,657,691	80	43	92.2%	37	6,820,831	
2013	314	151	75	88	14,124,210	84	51	90.7%	24	2,543,412	
2014	323	175	80	68	28,523,644	117	97	82.4%	20	12,073,791	
2015	351	211	66	74	71,127,889	144	110	80.0%	34	46,750,800	
2016	430	250	93	87	164,875,436	251	182	#REF!	69	76,278,000	
2017	566	248	236	82	36,778,121	323	257	-41.2%	66	49,621,000	
2018	545	310	149	86	90,490,399	392	316	-22.96%	76	55,134,000	
2019	596	449	70	77	68,034,386	235	167	47.15%	68	52,658,931	
2020	278	160	30	88	7,891,661	74	52	68.86%	22	43,803,852	
2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

^ - Year 2006 is Base Year for Percentage Change

APPRAISAL REPORT – COMPLETE SCOPE OF WORK

OF

MELISSA AND JOHN L. BATEY, JR. PROPERTY
CORNERS BLACKMAN AND BAKER ROADS-59.1 ACRES – (TO BE SUBDIVIDED FROM
PARENT TRACT OF 408.50 ACRES)
MURFREESBORO, TENNESSEE 37129
PART OF TAX MAP 071, PARCEL 030.00

OWNERS: MELISSA AND JOHN L. BATEY, JR.

PREPARED FOR

RUTHERFORD COUNTY BOARD OF EDUCATION
C/O MR. TREY LEE
ASSISTANT SUPERINTENDENT ENGINEERING AND CONSTRUCTION
2240 SOUTHPARK DRIVE
MURFREESBORO, TENNESSEE 37128
PURCHASE ORDER NUMBER: BP 16232

APPRAISED BY

JOHNNY M. SULLIVAN, SRA

EFFECTIVE DATE AND INSPECTION DATE OF APPRAISAL

NOVEMBER 3, 2022

DATE OF REPORT

NOVEMBER 8, 2022

November 8, 2022

Rutherford County Board of Education
c/o Mr. Trey Lee
Assistant Superintendent Engineering & Construction
2240 Southpark Drive
Murfreesboro, TN 37128

Re: Melissa and John L. Batey, Jr., Property
Appraisal of Proposed Acreage Tract 59.1 +/- Acres
To be Subdivided from Parent Tract of 408.50 Acres
Corners Blackman and Baker Roads
Murfreesboro, TN 37129
Part of Tax Map 071, parcel 030.00
Purchase Order Number: BP 16232

Dear Mr. Lee:

In accordance with your request and engagement, I have personally inspected and appraised the above referenced property for the purpose of estimating the current market value of the fee simple interest of the subject property. The following report contains a **SUMMARY** of the methods of approach and data gathered in my investigation. This Appraisal Report is being completed for the purpose of acquiring a proposed 59.1-acre tract to be subdivided from the parent tract. This parent tract is 408.5 acres of agriculture use vacant land. There may be agriculture use buildings located on the parent tract, however, any and all of these will offer no contributive value due to highest and best use.

The purpose of this appraisal is to give my opinion of the **current market value** of the “**fee simple**” interest of the subject property as of November 3, 2022, the Effective Date and Inspection Date of the Appraisal. The Report Date is November 8, 2022. Enclosed in this report is an **Appraisal Report – Complete Scope of Work**. The pertinent facts and data, which I believe applicable to the property, are summarized, and the reasons leading to my estimate of market value are included. This appraisal is made subject to any limited conditions and assumptions listed within this report.

To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform and Recovery Act - FIRREA).

Mr. Trey Lee
November 8, 2022
Page 2

The person signing this report has the knowledge and experience necessary to complete the assignment competently and is duly licensed by the appropriate state to perform this level of appraisal under certificate number CG-493. This letter must remain attached to the report, which contains 38 pages, plus related exhibits, in order for the value opinion set forth to be considered valid.

Current economic conditions both nationally and locally are considered volatile and in an adjustment mode. Economists debate the time line for this condition; therefore, marketing periods for development and commercial real estate are difficult to predict. If properties such as the subject require “sell off”, a market discount may become necessary; note secondary definition of market value within this report.

Based on my investigation, it is my opinion that the **current market value**, as defined in this report, “As If Vacant”, of the “**fee simple**” interest of the subject property as of November 3, 2022, also considered the Effective Date and Inspection Date of the Appraisal with the report date being November 8, 2022 relative to a twelve- to eighteen-month exposure and marketing period, is:

FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$4,500,000.00)

CURRENT MARKET VALUE

Respectfully submitted,



Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser - CG-493



SUBJECT PROPERTY

SUMMARY OF SALIENT FACTS

Total Site Area of Parent Tract-	408.50+/- Acres
Area to be Subdivided from Parent Tract	59.10+/- Acres
Highest and Best Use Estimate	Institutional and/or Development Potential
Estimated Value by Direct Sales Comparison – 59.10+/- Ac as If Vacant	\$ 4,500,000
Estimated Value by Cost (Not Processed)	N/A
Estimated Value by Income Capitalization (Not Processed)	N/A
Final Current Market Value Estimate of Proposed Site – 59.10+/- Ac As of November 3, 2022, Effective Date of Appraisal	\$ 4,500,000

Location: Corners Blackman and Baker Roads-59.1 Acres--**Proposed**
Murfreesboro, TN 37129
Part of Tax Map 071, parcel 030.00

Owners of Record: Melissa and John L. Batey, Jr.

Sales Contract: This transaction is to aid in the evaluation of the property for asset acquisition by the client. There is a **Purchase Agreement** to analyze; see “**Noteworthy Conditions**”.

Improvements: This appraisal will consider the land as if vacant. Due to highest and best use, any outbuildings and residential dwellings will offer **NO** contributing value.

Census Tract: 408.07/1

Note: **NO Portion** of the parcel lies **WITHIN** the FEMA Flood Zone “AE” Flood Hazard Area; this is according to the flood map included within the addendum of this report; see “**Noteworthy Conditions**”

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EXTENT OF THE APPRAISAL PROCESS

The following report represents an **Appraisal Report – Complete Scope of Work** format, which is intended to comply with requirements set forth under the Financial Institutions Reforms Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines effective October 27, 1994; and the Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2022.

According to The Appraisal Foundation and its Director of Appraisal Issues, John S. Brennan, who stated the terminology “Summary Appraisal Report” is correct as long as the words “Appraisal Report” are within the phrase. I refer you to The Appraisal Foundation’s 2014-15 USPAP, Q & A dated October 9, 2013, Item 10, Page 4.

NOTEWORTHY CONDITIONS

The subject property is approximately 59.1 acres to be taken from the parent tract of 408.5 acres. The client is in the process of completing geological and other technical surveys. After these are completed the exact acreage amount will be announced. This appraisal will be completed assuming 59.01+/- acres is the size of the subject property. However, if the final total is substantially different, an adjustment in this appraisal may be necessary.

The subject's tract DOES have a formal contract for purchase. There is an understanding from the principles that the buyers have options to withdraw from the contract if necessary. The agreed upon sales price is currently \$80,000 per acre pending approval from local authorities. The purpose of this report is to aid the client with acquisition. Further explanation is listed on page 8 of this report.

The subject is to be utilized for public service as a school campus. Because of the future use as a school campus, the client has two possibilities for waste disposal; an on-site “Drip Field” STEP system or constructing a sewer line to an existing system provided by the City of Murfreesboro. This proposed sewer line will be considered a “dedicated line” suitable for use only by the proposed school campus. This sewer line is south of the proposed 59.10 acres. This existing sewer line has a rendering on a city provided sewer map which is located within the addendum. This Appraisal Report is being prepared ASSUMING THE SITE HAS READILY AVAILABLE SEWER SERVICE FROM THE CITY OF MURFREESBORO, TENNESSEE. THIS IS CONSIDERED TO BE A “HYPOTHETICAL CONDITION”.

The subject property does NOT have any lands referenced within the “Flood Zone”. As referenced by the client, the “Due Diligence” period will allow soil, water, hazardous materials, and wet-lands inspections. These must all suit the client and become a condition of this Appraisal Report.

These items listed are considered to be “Extraordinary Assumptions” and/or “Hypothetical Conditions”. The definitions are listed later within this Appraisal Report.

SCOPE OF THE INVESTIGATION

This appraisal includes several independent investigations which include information from other groups or individuals.

Typical county and city data have been obtained from the Chamber of Commerce. The local newspapers, “The Daily News Journal,” and “The Tennessean” have been utilized for data and information concerning growth, development, and overall economic makeup of Eagleville, LaVergne, Smyrna, Murfreesboro, and Rutherford County.

The Rutherford County Regional Planning Commission and Engineering Department as well as the same authority from the City of Murfreesboro have also been consulted concerning traffic count and trends as well as zoning and possible zoning of development parcels of land. Whenever possible, certain civil engineers are relied upon for site plan or plat information. Your appraiser has made an estimate, from the tax and soil maps; to determine the calculated acreage for land area considered having inferior soils and rock formations. A legal description in the form of a survey and/or Warranty Deed should be provided for the subject property as this report is assuming a subdivision from the parent tract of 408.50 acres. **The client has directed your appraiser to reference the size of the land parcel as 59.10+/- acres. A complete legal description and survey is recommended.** Also, it is highly recommended a complete engineering and soil analysis be performed for the subject, as your appraiser is not a specialist in these areas. *If the acreage amount proves to be a noticeable difference in area, an adjustment in this appraisal may be required.*

The public records have been checked for possible comparable sales of vacant residential agriculture and development tracts similar to the subject's size and utility. In this appraisal, sales of similar development potential and agriculture potential tracts were researched in Rutherford County and other possible market areas. Other resources have also been considered for the possibility of comparable sales.

Your Appraiser has made an on-site inspection of the subject and utilized the tax map, submitted “Aerial Map” from the Assessor’s Office with a rendering of the proposed subdivision and ASCS maps in order to determine the estimated size of the vacant tract and the suitable soils representing the subject property. A copy of these maps and the flood map is included within the addendum of this report. The tax map represents the subject to be identified as part of Tax Map 071, parcel 030.00 which is also the parent tract.

Marshall Valuation Cost Service has been utilized to estimate cost new of the subject property's improvements, when necessary. Again, when necessary, certain local contractors have been consulted. These local contractors' estimates, for the reproduction of the building, when necessary, have been considered when completing the Cost Approach and have also been helpful in calculating certain rent returns. Other local sources have been considered for income and expense summaries as well as lease information. Local financial institutions have been consulted concerning typical lending rates. These will be considered when processing a discount rate or Income Capitalization Approach, if so required.

All of the data presented in this report is factual and accurate to the level obtainable by the above-described procedures and the analysis of this data followed prescribed procedures developed through appraisal professional organization sponsored instructional courses. The appraiser's professional experiences have also contributed to the interpretation of the data, the analysis of same, and the development of the appraisal conclusion.

IDENTIFICATION OF THE PROPERTY

Appraiser's Prospective and Procedure: The following analysis will focus on the subject tract of 59.1+/- acres taken from the parent tract of 408.5 acres. The tract is currently utilized as an agriculture use land parcel. The highest and best use will address the residential development potential as well as the current use. This appraisal report will represent the subject as a proposed 59.10+/- acres taken from the parent tract of 408.5 acres, ONE land parcel.

The subject property is located approximately one mile north of the intersection of Blackman and Burnt Knob Roads west of the Murfreesboro City Limits in the area locally referred to as the Blackman Community of Rutherford County. The subject corners and fronts Baker and Blackman Roads. Blackman Road's intersection with I-24 and Veterans Parkway is +/- 1.5 to 2.5 miles south of this intersection; note the enclosed tax and plat map/sketch drawing. The appraised property consists of a proposed tract of approximately 59.10+/- acres, taken from the parent tract of 408.5 acres, identified on the Property Assessor's Tax Map as Map 071, parcel 030.00. The mailing address is Baker Road (No Numeric Number), Murfreesboro, Tennessee 37129. **It is highly recommended a complete survey and soil analysis be performed. If a current survey provides the site to be more or less in acreage or abrogating circumstances are discovered, an adjustment in this appraisal may be required.**

The subject is further identified on the Rutherford County Property Assessor's tax map as Part of Tax Map 071, parcel 030.00 in Record Book 548, page 1888. The address for the parent tract is Blackman and/or Baker Road (No Numeric Number), Murfreesboro, Tennessee 37129. During economic progression, the positive road frontage on Blackman and Baker Roads supports the possibility of subdivision development, assuming suitable sewer, septic and/or "Step" system soil sites are available; please refer to the "Noteworthy Conditions".

The subject tract will consist of 59.10+/- acres, taken from the parent tract of 408.5 acres, of potential residential subdivision use land with the enclosed map pronouncing said area. The soil classifications suitable for subsurface sewage have been labeled on the noted ASCS map within the addendum. However, per the “**Hypothetical Conditions**” so referenced, the valuation estimate will assume the proposed subject will have readily available sewer from the City of Murfreesboro, Tennessee.

TYPE OF PROPERTY

The subject property currently consists of a county-zoned residential-agricultural parcel. This appraisal will address the subject property as if vacant with potential for residential subdivision development.

The electric, gas, and utility water services are located on Baker and Blackman Roads with water and electric also fronting these main thoroughfares. This appraisal will address the 59.10+/- acres of the subject as one unit, not divided into different parts. The process of separating any part from the whole would require a different analysis. This action would take on a development mode. Development is typically considered to be a speculative venture performed by investors requiring a certain capitalized return for land, labor, and capital spent.

Currently, the subject is considered a vacant residential and/or agricultural use zoned development potential land parcel, per the referenced “**Hypothetical Condition**”. The subject is a level to rolling agriculture use site with approximately 95% of the 59.10 acres considered level to slightly rolling elevation and at road grade. The site has a small wooded area near the southeast section along Blackman Road; note enclosed aerial maps. The remaining land is cleared and currently utilized for agriculture crop production. However, county and city subdivision developments are currently progressive in the Blackman Community of Rutherford, Tennessee. Therefore, the geological fitting portion of the subject property will be considered as a development potential land parcel.

The subject parcel is considered a small part woodland, part pasture grade, and part crop land tract currently utilized for agriculture purposes. The subject is less than one mile from the city limits of Murfreesboro and considered a residential development potential land parcel. Currently, the subject is located outside the city limits of any city in Rutherford County. This allows the county to control the zoning and subdivision planning. Your appraiser has investigated the possible subdivision development of the subject property with the Murfreesboro and Rutherford County Planning Departments. Certain rock formations, water retention, and expansive soil problems have been discovered. These problems are considered “workable” with +/-95% of the soils conducive for subsurface septic or “**Step**” systems. The road frontage on Baker and Blackman Roads should allow ingress-egress. This aids with the potential of residential subdivision development.

Approximately +/-95% of the soils may be reliable for subsurface sewage disposal and/or “**STEP**” systems. However, a qualified “Soil Scientist” is equipped for this analysis. This is strongly suggested. As previously stated, a forced main sewer line would be planned for the proposed school site, the City of Murfreesboro's gravity sewer system lines are between 1,200 and 1,600 feet southeast of the subject property. The public utility services, road frontage, and the setting near the city limits of Murfreesboro deem the subject to be considered reasonable for residential lot development. During economic progression, the most likely usage would be for residential subdivision development. The current economic conditions (progressive) will dictate this land parcel to be a development potential tract in waiting. **Again, refer to the “Noteworthy Conditions” and “Hypothetical Conditions so referenced.**

The subject tract is further identified as follows:

Tax / Parcel Number	Owner of Record	Surveyed Acreage	Identifying Characteristics	Soil Types
071/030.00	Melissa & John L. Batey, Jr.	59.10+/-	Frontage on Baker & Blackman Roads	+/-95% - conducive for septic or “ STEP ” systems*
	Overall	59.10+/-	*Noteworthy Conditions	Note Enclosed Soil Map

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to render my opinion of the **current market value** of the “**fee simple**” ownership of the subject, as of the effective date and inspection date of the appraisal, November 3, 2022. The report date is November 8, 2022. This appraisal is made with the subject considered to be vacant, raw land utilized for general ownership and/or agriculture production, i.e., pasture, grazing, and hay crop with potential for residential use subdivision development.

The accepted definition of market value is defined in **The Dictionary of Real Estate Appraisal, Twelfth Edition (Chicago: Appraisal Institute, 2001).** Other items of definition have been added below. These items and the general definition have been accepted by all five government agencies and the “RTC”:

“Market Value - The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.”

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in cash or U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C - Appraisals, 34.42 Definitions.) **This WILL BE the definition for this Appraisal Report.**

However; the Internal Revenue Service (IRS) indicates the definition of value for the subject property as fair market value, defined as “the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts.” (IRC 20.2031-1 (b)). **This will NOT be the definition for this Appraisal Report.**

Probability of Value Change: The market value of the property appraised in this report is estimated as of the aforementioned date. Constantly changing economic, social, political, and physical conditions have varying affects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and re-certification.

Retrospective Value as defined by the Appraisal Institute: “An opinion of value that is likely to have occurred at a specified historic date, sometime in the past. A retrospective value opinion is most frequently utilized in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.”

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

EXPOSURE TIME / MARKETING TIME

Exposure Time / Marketing Time: Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion. Exposure Time: Backward looking; ends on the effective value date. Based on factual, past events.

Marketing time is forward looking; starts on the effective value date. A forecast based on expectancies of future occurrences. Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price

were less. Hence, the time span cited below coincides with the value opinion(s) formed herein. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent. The subject has several referenced inferior marketing factors, which should extend the exposure period; such as its specific use. In light thereof, an estimated exposure time for the subject is 12-18 months assuming competitive pricing and prudent market. The Marketing Period is felt to also be 12-18 months.

LEGAL DESCRIPTION

Your appraiser has **NOT** been provided with a legal description. There is a Warranty Deed referencing the parent tract, however, the legal and survey for the proposed subject property are pending. A physical inspection has been made of the subject site with the tax map utilized to determine the calculated acreage of the parent parcel. The tax map has also been utilized to estimate the boundaries of the proposed subject. A rendering of the boundaries is referenced within an aerial photograph of the tax map. It is highly recommended a professional in this field complete a survey and legal description. *If upon completion of said survey, the area so referenced is different, an adjustment in this appraisal report may be required. This is highly recommended.*

HISTORY OF THE SUBJECT PROPERTY

There is a Quitclaim Deed of the parent tract dated September 15, 2005, John L. Batey, Jr to John L. Batey, Jr., and wife Melissa W. Batey, sworn consideration \$-0-, as recorded in Record Book 588, page 1888, Rutherford County Register's Office. The subject property is considered to be a portion of the parent tract referenced above. Therefore, the legal and survey are pending.

When inspecting the public records, it has been determined that there has been no other sales history for the past three years. *However, it is strongly suggested a current title search be produced, as your appraiser is NOT an expert in real estate title.*

LISTING AND/OR SALES CONTRACT

There is a sales contract to analyze as of the effective date of the Appraisal; refer to the "Noteworthy Conditions". It should be noted that institutional purchasers of real estate, similar to the client's circumstance, require certain locational and logistic factors not typical of most market acquisitions. Therefore, their need to acquire specific real estate parcels do **NOT** meet the definition of "Market Value" (review the definition of market value-page 6). The key terms here are "most probable" and "price **NOT** affected by undue stimulus". The client's need for specific land parcels suggest it may require a premium to purchase these needed tracts. This need sometimes defies the definition of "Market Value". Therefore, the contract premium may be beneficial to the client and still not meet the "Market Value" definition.

FUNCTION OF APPRAISAL

The function of this appraisal is for the sole use of the client, Rutherford County Board of Education, in connection **with asset acquisition and for NO other purpose**. The appraiser assumes **NO** responsibility as to the legal ownership of said property and the appraisal is made in "fee simple" terms. There are **NO Other Intended or Unintended Users or Uses**.

Fee Simple Interest is defined in The Dictionary of Real Estate Appraisal, Third Edition (Chicago: Appraisal Institute, 1993), as:

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

CITY AND AREA DATA

The subject is located outside the corporate limits of Murfreesboro, Tennessee. which is the county seat of Rutherford County. Nashville is +/- 30 miles west with Murfreesboro and Rutherford County comprising a major sector of the Nashville Standard Metropolitan Statistical Area (SMSA).

During the first ten years of the 21st Century, Rutherford County had a 44.3% increase in population with a total of 262,604 in the 2010 Census, this according to the March 17, 2011 Daily News Journal Report. This calculates to a 5.1% increase since the 2008 Census. Rutherford County topped the state in the 1990's with a 52,000 increase in population; and again, in the census taken in 2008, Rutherford County led the state. According to U.S. Census data, more people have chosen to relocate to Rutherford County than any other county in the state over the past 28 years. More people have chosen to move into Rutherford County than moved out during 1990 - 2008. The May 18, 2009 Daily News Journal reported Rutherford County was 57th in the nation for the year of 2008 according to U.S. Census figures. In a census certified May 14, 2009, the county's population increased 3.5% gaining 7,808 people for a total population of 249,270 for that period. According to a report by the Greater Nashville Regional Council, an increased rate of growth for Rutherford County's population is predicted for the next 20 years. As of May 2019, the Rutherford County Chamber of Commerce indicates 330,409 people currently reside in Rutherford County. By 2025, the projected population of Rutherford County is 376,248 according to the Nashville Business Journal.

The high level of growth in Rutherford County got its initial boost when Nissan Motor Manufacturing Corporation USA opened its Smyrna factory in 1984. The factory created jobs, and then support industries and retail stores sprang up throughout the area to meet the needs of the growing population. Although Rutherford County's economic prosperity isn't owed to a single event, Nissan's arrival symbolized the start of that growth.

Nissan's 5.1 million square foot plant and headquarters is the nation's largest automotive manufacturing facility under one roof and the county's largest employer. But the county has many other industrial anchors that have contributed to growth and prosperity. Also, Middle Tennessee State University (MTSU) is cited as a big part of the county's growth. The University's growth rate over the past five years exceeded 3% annually. The fall semester of 2010 saw the University's largest enrollment surpass 26,000 students.

The 2010 census indicated Murfreesboro's population was 108,755, with the growth rate for the 10 years since 2000 up from 68,816 for an increase of 39,939 up over 36.7% for an annual increase of 3.7% per year. Murfreesboro's population was 49,278 residents according to the Census in 1990. According to the local newspaper, The Daily News Journal, Murfreesboro's most recent special 2017 Census indicated a population of in excess of 128,000. This number was certified by the State in May 2018 and represents a 27,425 increase over the 100,575 certified population tabulated during the 2008 special census. This number represents a 23.57% population increase

during that three-year period. Murfreesboro's population reached 110,000 by the year 2012. According to the Rutherford County Chamber of Commerce, Murfreesboro's 2019 population is 142,056. Murfreesboro is ranked the 8th fastest growing midsize city in the United States per WalletHub 2018. The most recent census, July 2021, has Rutherford County with 352,182 and the City of Murfreesboro, Tennessee at 157,519 population. This represents a +/- 3% annual increase.

Projected population for the City of Murfreesboro is 163,340 by 2024. This increase is projected at an annual rate of +/-2.0%. Murfreesboro's explosive growth is well ahead of these projected figures. Currently, the City of Murfreesboro is approximately 39 square miles according to the same study, and it is reasonable to expect it to more than double in size during the next 20 years in terms of both population and land area actually developed.

According to the March 17, 2011 Daily News Journal Report, Smyrna climbed from 18th to 15th most populated city in Tennessee. Smyrna increased from a population of 25,569 in 2000 to 39,974 for an increase of over 36%. In 1998's special census, Smyrna's population totaled 24,077. If this growth trend continues, Smyrna's current population could double within 10 years. A May 2019 report from the Rutherford County Chamber of Commerce states that the current population of Smyrna is 51,519; with a projected population of 89,223 by 2024. The current population, per the U.S. Census Bureau is 55,518.

According to the March 17, 2011 Daily News Journal Report, LaVergne climbed from 27th to 19th most populated city in Tennessee. According to the 2010 Census, LaVergne's population was 32,588 up from 18,687 in 2000, nearly 42.66% increase. In the Census of 1990, LaVergne's population was 7,499 for an annual increase over the past 20 years of 3.85%. The U.S. Census Bureau has LaVergne's population at 39,091 as of July 2021.

This city, on Davidson County's southern border, known as the gateway to Rutherford County from Nashville grew almost as fast as the rest of Rutherford County - at 36.47% or 2,004 more than the 1980 census, which found 5,495 people. Then a special census in June 1994 reported 11,088 people reflecting a population increase of 47.8% in four years. LaVergne's continuing dramatic population increased to 26,472 residents according to a census certified on May 14, 2009 translated into near 42% increase above the census of 2000. LaVergne continues to attract more residents. The current population of LaVergne is 39,091 with a projected population of 42,933 by 2024. These figures come from a May 2019 report from the Rutherford County Chamber of Commerce.

Eagleville, the smallest municipality in Rutherford County, had a population of 501 in 1998. The 2000 census revealed a total population of 464. A special Census in 2006 revealed the population had grown to 562 for a near 20% increase. The site of a small commercial area and growing residential area, Eagleville is Rutherford County's southernmost city. A report from the Nashville Business Journal dated April 27, 2018, indicated the, 2017 population of Eagleville was 726 residents and was listed in the Top 10 of Tennessee's Fastest Growing Cities. The current population of Eagleville is 744 with a projected population of 811 by 2024.

Because of its geographic location, several state and federal highways bisect Murfreesboro. U.S. Highways 41-70S and 231 intersect in the city. In addition, Interstate 24 passes through the west portion of the city, connecting Nashville and Chattanooga. Interstates 40 and 65 also intersect with Interstate 24 in Nashville, which provides good access to Murfreesboro, Smyrna, and LaVergne in Rutherford County. State Route 840, a four-lane controlled access highway passes around Nashville and through Rutherford County between the cities of Murfreesboro and Smyrna.

Various city and county leaders had indicated that State Route 840, would spur a population growth greater than that of Nissan's plant on Smyrna. The impact of state Route 840 on the county's economy would be spread over a 10-year period. A 27-mile segment from Interstate 40 at Lebanon in Wilson County to Interstate 24 at Murfreesboro was completed in November 1996. The second leg of State Route 840 opened in the fall of 2000, extending the Route to Triune and Highway 31W in Williamson County. The third leg from Triune to I-65 was completed late summer of 2001. State Route 840 currently serves as a bypass around Nashville connecting to Interstate 65.

Murfreesboro is the economic focal point of the county, with a strong diversified manufacturing base and strong retail sales. Middle Tennessee State University (MTSU), with over 21,630 students, is the fastest growing public university in Tennessee and is another major influence on the economy of Murfreesboro. Also, with the Nissan Motor Manufacturing plant in Smyrna, and several related support companies located in the area in recent years, the truck and auto industry has contributed significantly to the area's industrial growth.

A wide array of businesses has chosen to call Rutherford County home for many reasons: easy transportation access, excellent school systems, tremendous recreational facilities, a \$351 million tourism industry, new industry and job opportunities; you cannot overlook the high quality of life, along with a rapidly growing population, to name a few. In the past several years, the county's retail base has taken off, now exceeding \$8 billion in annual sales according to the Tennessee Department of Revenue, 2017 Total County Retail Sales. Rutherford County has long had a healthy and diverse mix of industries.

As of April 2019, other major employers in the area are:

Rutherford County Employers	
Company Name	Employees
Nissan Motor Manufacturing Corporation, USA	8,500
Rutherford County Government	5,500
National HealthCare Corporation	3,250
Middle Tennessee State University (MTSU)	2,175
Ingram Content Group	1,807
Dept. of Veterans Affairs, TN Valley HealthCare System	1,756
State Farm Insurance Companies	1,650
Amazon Fulfillment Center	1,621
Saint Thomas Rutherford Hospital	1,400
Asurion	1,250
Verizon Wireless	1,068
General Mills	1,028
Adient	1,000
Venture Express, Inc.	1,000
Bridgestone Americas Tire Operations	975
City of Murfreesboro	940
Taylor Farms Tennessee, Inc.	770
Vi-Jon	728
Murfreesboro Medical Clinic	660
Federal-Mogul Motorparts	650
TriStar StoneCrest Medical Center	555
Schneider Electric	550
Quality Industries	500
Mahle Filter Systems North America	491
Town of Smyrna	482
Saks Distribution Center	454

NOTE: Figures provided by Rutherford County Chamber of Commerce – April 2019

The not seasonally adjusted unemployment rate in Rutherford County for March 2020 was 2.7%, which is less than the state rate of 3.7% and less than the national rate of 4.5%, and less than the state and national seasonally adjusted rates of 3.5% and 4.4% respectively. New job growth during this economic adjustment is difficult to predict; however, Rutherford County's unemployment rate should drop and maintain a level at or below the state and national averages.

Unemployment rates for the 2000's year's average is:

Year	National	State	Local
2009	9.3%	10.2%	9.6%
2010	9.6%	10.0%	9.0%
2011	9.0%	9.5%	8.2%
2012	8.1%	8.0%	6.6%
2013	7.4%	8.1%	6.4%
2014	6.2%	6.8%	5.3%
2015	5.3%	5.9%	4.6%
2016	4.9%	4.6%	3.6%
2017	4.4%	3.9%	3.0%
2018	3.9%	3.5%	2.7%
2019	3.7%	3.4%	2.6%

Overall, the unemployment rate for Rutherford County consistently is lower than the state and national levels creating a desirable labor force which helps drive the local economy in a positive manner.

The manufacturing, or “hard” industries, draws workers who in turn draw service-oriented business like so many satellites. Economists see this as a natural progression: People need to eat, go to school, attend church, use banks, use medical care, and play; they go shopping and buy a multitude of goods and services.

Murfreesboro has become one of the hottest locations in the nation for new restaurants and retail businesses. Eating and drinking establishments in Murfreesboro now average more than \$1 million each in annual sales. Corporate chains have quickly taken notice of this lucrative market with national eateries including Applebee's, O'Charley's, Chili's, The Chop House, Bonefish Grill, Macaroni Grill, Mimi's Café, Red Robin Burgers, The Olive Garden, Hooters, CiCi's Pizza, Pizza Hut, Outback Steakhouse, Longhorn Steakhouse, Cracker Barrel, Red Lobster, and Shoney's.

Regional chains and locally known eateries feature everything from steak to catfish and Mexican food which include Camino Real, Buffalo Wild Wings, Fazoli's, Demo's Steak & Spaghetti House, Toot's, Jim & Nick's, Jason's Deli, Moe's Southwest Grill, Steak n' Shake, Zaxby's, and International House of Pancakes, also known by the acronym IHOP. Nationally, regionally, and locally known “fast food” chains or eateries abound and should continue to locate in Rutherford County due to the thriving economy and increasing demographics.

Murfreesboro has evolved into a regional trade center for surrounding counties. Near the state Highway 96 West and Interstate 24 interchange, (a.k.a. Old Fort Parkway), the city boasts of one of North America's largest Wal-Mart superstores replacing the existing Wal-Mart store, which was converted into a Castner-Knott and then purchased by Dillards. This department store anchor has had a significant impact on the expansion of Stones River Mall into a viable regional mall and

prompted a J.C. Penney Co., Inc., store to construct a department store anchor, as well as prompting Sears to complete expansion, and hopefully attract another recognized national store as its sixth anchor.

A “Life Center” development located on the new Medical Center Parkway is developing with office, retail and medical buildings. The new hospital building for Middle Tennessee Medical Center, MTMC, which opened fall 2010, has also been located in this area. This new seven-story building is licensed for 286 beds and was constructed with the option of additional floors for future growth. “The Avenue”, a part of this development, opened with several nationally recognized retail chain stores and eateries. It is reported that near 150 retail outlets and restaurants will be located within this development, which is located just off the new Medical Center Parkway/Interstate 24 interchange.

With the opening of Home Depot, Dillards, and J.C. Penney Co., Inc. between 1995 and 2006, along with many more major projects in the works, local commercial real estate brokers report the highest demand they’ve ever seen for high-visibility, high-traffic retail sites. On the west side of the same interchange is Sam’s Wholesale Club, Tractor Supply Company (TSC), Stonetrace Commons, a shopping center with Kroger as its anchor, and Old Time Pottery. All support the retail upswing for Rutherford County.

The Old Fort Parkway area of Murfreesboro has some of the most active real estate in the region. Dozens of businesses and eateries have opened on that road, on both sides of Interstate 24, in just the past few years. More are coming. A 407,000 square foot shopping center was completed in 1998. The Murfreesboro Towne Centre complex includes Target as its anchor, T. J. Maxx, Party City, and Pier 1 Imports, among other stores. Lowe’s of Murfreesboro, Inc., home center relocated into a larger store near this complex.

For several years the cities of Murfreesboro, Smyrna, and LaVergne relied upon the Sewart Air Force Base as a major employer. This air base closed in the late 1960’s, and the airport became a portion of the Nashville Metropolitan Airport Authority and has been developing industrially since. In 1992, this complex was reclaimed by Rutherford County with an airport authority serving as management for leasing. This complex is the third largest general aviation airport in the state of Tennessee.

The most significant boost to the cities of Murfreesboro, Smyrna, and LaVergne, as well as Rutherford County, occurred over 20 years ago when Nissan Motor Manufacturing Corporation USA established its new truck and auto manufacturing plant in Smyrna. Along with the payroll to Nissan employees came spin-off industries and suppliers for Nissan. Many of these have located in and around Rutherford County, which has resulted in impressive growth for the county, and for Smyrna and LaVergne in particular. This growth in numbers has dramatically impacted construction of single-family houses, apartment units, smaller multifamily housing, retail facilities, and office space.

The “downtown” areas along U.S. Highway 41-70S/New Nashville Highway, (a.k.a. Broad Street) consist of major commercial-retail activity. U.S. Highway 41-70S is the major four-lane traffic artery through the heart of Murfreesboro, Smyrna, and LaVergne. In Murfreesboro, State Highway 96 West, (a.k.a. Old Fort Parkway), and U.S. Highway 231 South, (a.k.a. South Church Street), are both connectors of U.S. Highway 41-70S and Interstate 24. Both interchange areas should continue as strong centers for commercial-retail and residential activity in Murfreesboro.

Murfreesboro, Smyrna, and LaVergne should continue to develop as support communities for Nashville's warehouse and industrial base. Because of the easy access to Interstate 24 from the connector roads, each city offers storage and traffic-related industry a quality location. Each also offers a strong residential housing market for first time buyers, as well as established homeowners.

For the years 2000 to 2007, and again from 2016 to present, the Middle Tennessee economy grew at a rate unparalleled to any other recent period. Retail sales were at record high levels; homes were being constructed at one of the fastest rates in the country; commercial development was progressive, and real wages continued to rise.

Leading economic indicators show that more of the same should occur in the near future. However, economic growth should parallel the nations. Rutherford and the surrounding seven counties have one of the lowest unemployment rates in the nation. Currently national trends for real estate are in an adjustment mode. The local real estate market is also experiencing a similar retraction in number of sale transfers. Per the Middle Tennessee Board of Realtors, current sales have increased some twenty percent over the past thirty-six months showing signs of continued demand in the residential real estate market. The second quarter of 2022 saw a small sales decrease and has continued into the third quarter. The national economic conditions are currently considered volatile with short term interest rates currently increase to levels not seen since the last major recession. Long term mortgage rates are also increasing to similar levels. These factors may cause economic conditions to soften with a recession predicted for the first quarter of 2023.

Murfreesboro should continue to develop as a major trade area for Middle Tennessee, and the future of the city, county and its other major incorporated cities, Smyrna and LaVergne, appears to be very promising during economic progression.

NEIGHBORHOOD DATA

The subject property is located near three miles north of the intersection of Veterans Parkway and Franklin Road (a.k.a. Highway 96) fronting Franklin Road. State Route I-840, Manson Pike, Medical Center Parkway and Fortress Boulevard and southwest of the I-24/Medical Center Parkway interchange are traffic arteries east, southeast and southwest of the subject property. New roads recently completed by the City of Murfreesboro surround this interchange. The intersection of Old Fort Parkway and Fortress Boulevard is near three to four miles northeast of the subject site, note enclosed location map. Northwest Broad Street is +/- four miles northeast of the immediate

area with Salem Road, a two-lane state highway, three to four miles southeast of the subject. Also, in the year 2009, a new interchange at Salem Road and I-24 was completed and opened. These two interchanges are expected to ease traffic problems in this neighborhood. The subject property is currently near the boundary of the city limits of Murfreesboro. The area north and northwest of the subject on the west side of Veterans Parkway is located outside the city limits. This area includes residential and commercial development when economic progression is in progress.

The subject is located three to four miles northwest of the commercial center known as Murfreesboro's "Gateway" Project. This project, funded by the City, is to create corporate and medical jobs for Rutherford County. Currently, twelve to fifteen different multi-level residential and/or office buildings are under construction or are completed following the plan created by the city-developed "Gateway". There has also been over 400,000 square feet of retail area constructed over the past five to seven years. This is not including the Avenue Life-style Center. St. Thomas Rutherford, the hospital, opened for business on October 2, 2010 after four to five years of planning and construction. The subject property is located approximately four to five miles west of this new medical center.

The development of the commercial properties along Old Fort Parkway, a well-traveled thoroughfare, has been taking place for the past twenty (20) plus years, and is less than five miles northeast of the subject. This development has accelerated in recent years with the location of the Stones River Mall on this main arterial access to the City of Murfreesboro from Interstate 24. Similar developments have occurred at and near the South Church Street interchange which is seven to eight miles east of the subject.

This area is approximately five to six miles northwest of downtown Murfreesboro. Thompson Lane intersects Old Fort Parkway approximately one block north of the interstate interchange and is considered one of Murfreesboro's bypasses, diverting traffic around the downtown business district from this area near Interstate 24's interchange to Memorial Boulevard near the Alvin C. York V.A. Medical Center. Rutherford Boulevard, also considered a bypass, is located +/-six to eight miles southeast of the subject property. This bypass connects with Northfield Boulevard and is to surround the city when completed. The former site and vacant office building for State Farm Insurance Company South-Central Regional office facility is located at the corner of DeJarnett Lane and Memorial Boulevard approximately eight to ten miles northeast of the subject.

Other developments regarded as major commercial projects in the vicinity of the subject include: The Doubletree Hotel, McDonald's Fast-Food outlet, Old Time Pottery, and various highway traffic related service stations, food outlets, and motels. Major developmental activity took place at the junction of Old Fort Parkway with Thompson Lane. This major construction involved Wal-Mart and its "superstore" prototype. This prototype is one of the largest superstores in the United States of America. This superstore is in addition to the Sam's Warehouse outlet, which is located on the west side of the Interstate 24 interchange with State Highway 96 West (Old Fort Parkway).

Home Depot, a national retail building supply, opened between the Stones River Mall and Wal-Mart's new superstore. Castner-Knott, which was later bought by Dillards, converted the previous Wal-Mart space in Stones River Mall into a department store, which had a significant impact on this regional mall expansion. Murfreesboro's Town Centre is a large retail center completed circa 1996, which includes national retailers such as T. J. Maxx, Target, Lowe's Building Supply, and many others.

Overall, this corridor of commercial development appears to be one of the most active in the Murfreesboro and Middle Tennessee area. Activity related to the Town Centre, Castner-Knott conversion, Home Depot, Wal-Mart superstore development, and other land parcel sales indicate interest in the area by major commercial developers. The Avenue has been under construction for the past ten years and remains an on-going, up-scale retail life-style center. This Avenue Life-style Center also boasts a +250 room Embassy-Suites Hotel and Convention Center. Recently six to seven other national brand motels are under construction or have recently been completed within the "Avenue Life-style Center". All of this activity bodes well for the subject property during economic incentive, which serves as an excellent visibility placement for its potential use as a public service facility and or its highest and best use as residential and/or mixed-use property for this neighborhood.

Multi-family development (R-ML Zoned) and single-family housing (RS-15 Zoned) land uses are adjacent to this area in Cason Grove and Countryside Subdivisions. Cason Lane Academy Elementary School is located on Cason Lane less than three miles west of the subject. Blackman High, Middle, and Elementary Schools are less than two to two- and one-half-miles southeast of the subject property. The properties fronting St. Andrews Drive are multi-family residential with over 700 new apartment units surrounding the immediate area. **One subject apartment complex is recently completed at the intersection of Veterans Parkway and I-840 less than two miles southwest of the subject property.** Other vacant lands included in this sector of Murfreesboro are offered for single and multi-family development as well as retail and other commercial enterprises.

The portion of the neighborhood within the city limits is a multi-use area. To the southeast, within the city limits of Murfreesboro, lie approximately 1,500 to 2,000 residential building lots with houses in the \$325,000 to \$875,000 price range occupying 70% of these lots. This same area houses several different commercial/retail buildings and two large shopping malls. There are also several vacant residential tracts near the subject, some outside and others within the city limits.

Franklin Road, (a.k.a. State Highway 96 West), intersects with Interstate 24 at Exit 78 four-five miles southeast of the subject. The state route has been widened into four and five lanes. This will aid the traffic flow for this sector of Murfreesboro and Rutherford County. Veterans Parkway is a viable thoroughfare intersecting near its interchange with I-840.

Single-family subdivisions not mentioned above are Evergreen Farms, Riverdale Estates, Amber Glen, Windermere, Salem Springs, Clarkwood, and Cason Court. Other residential developments outside the city limits are currently experiencing good market response and are within one mile of the subject. A Verizon Call Center and the Old Time Pottery are the two largest commercial buildings in the area with Stones River Mall located one-quarter mile east of the interchange. Other smaller independent type businesses occupy various size and style buildings. A Kroger Center is near the Cason Lane/Highway 96 interchange as well as the Veterans Parkway intersection with a Publix Center at the corner of Rucker Lane and Highway 96.

Commercial buildings located at or near the Interstate 24 interchanges are: Hampton Inn, Cracker Barrel Restaurant, McDonald's Fast Food, Computers for Education, and other smaller shops, offices, and retail outlets. Interstate 24's interchange with South Church Street also houses similar travel/service businesses. Several residential subdivisions surround the intersection of Kimbro Road and Salem Highway. St. Andrews Drive is an extension of Kimbro Road providing a variety of commercial and residential developments.

Overall, this area around the interchanges and west portion of Murfreesboro has experienced a commercial construction boom and residential construction was on the upswing during the years of 2000 to 2007. Current residential and commercial development is enjoying a steady recovery from the recession of 2008. The rates of commercial interest should be consistent with the overall national economic success. The economic progression is predicted to be stable, however, local growth seems to be steadier and more progressive than national investment. As previously referenced, the current condition of the national economy is volatile with unknown circumstances predicted for the immediate future.

The immediate area surrounding the subject property is currently designed for residential, us with commercial use along Veterans Boulevard near its intersection with Franklin Road and I-840. A blend of commercial use retail outlets and major national motel chains are housed around the interchanges and in the Avenue Life-Style Center. The residential growth for this sector of Rutherford County was considered good with over two thousand (2,000) lots developed over the past eight years. However, the growth, which slowed during the periods after the 2008 recession and produced local and national commercial interest is currently in an adjustment mode. The enclosed building permit chart within the addendum will reference increased and decreased request for residential and commercial permits in Rutherford County, Tennessee.

All of these factors make for a homogeneous place for this residential and commercial sector of Murfreesboro to thrive during growth modes. The subject property, too, is located in an area where single-family and multi-family residential, commercial, retail, or office service enterprise is thriving due to the high traffic exposure of Veterans Parkway, I-840, Franklin Road and favorable demographics. **Therefore, during economic incentive, the neighborhood provides an adequate setting for single-family and multi-family residential, retail, and office service.**

The neighborhood setting of new residential users seem to be reasonable for this sector of Murfreesboro, Tennessee including the subject property. During economic progression, the growth mode for residential and commercial growth is positive as the subject neighborhood is at the beginning of a typical neighborhood life cycle. The beginning of this neighborhood life cycle does allow for new patron growth to sustain the community service mission typical of most planning departments in cities the size of Murfreesboro. However, the current growth rate of Rutherford County for the past five to seven years is estimated at four to five percent annually. It is my opinion that the location of the subject is reasonable for its intended and zoned use. However, the time line for capacious demand may be another two to four years. Refer to the Permit Chart included in the addendum for residential and commercial growth history as the current rate of growth exceeds or remains stable each year for the past four or five years. The uncertain economic conditions may cause the local growth rate to stall as unknown factors may create a “stand on the sideline” mode for local developers.

Currently several neighboring land owners have applied to the city planning commission for a change in zoning and/or annexation. These positive events bode well for the neighborhood. Demands for continued growth is considered in the cautious mode; however, active request such as these are good for the community.

SITE DATA

The proposed site is a gently sloping, irregular tract consuming approximately 59.10+/- acres. The site will be at and above road grade and irregular to rectangular in configuration. The boundary lines have varying dimensions and are identified on the aerial tax map included within the addendum. Consolidated Utility District water, electricity, and telephone lines are available to the subject property. Currently, Consolidated Utility District (CUD), Middle Tennessee Electric Membership Cooperation (MTEMC), Atmos Energy, and AT&T Telephone offer their service to this section of Murfreesboro, and Rutherford County, Tennessee. As previously stated, the City of Murfreesboro’s sewer line is 1,200 to 1,600 feet south of the subject and should be able to provide this service to the subject property; again, refer to the “**Noteworthy Conditions**”.

The county has no sewer system; therefore, the reference to the subject being allowed city provide sewer service is a condition of this Appraisal Report. However, as previously stated, the subject property has 95+-% of its soils conducive to allow subsurface septic systems. Again, a qualified soil scientist may locate certain sites suitable for subsurface sewage disposal, however, the soils related to the subject are labeled on the attached Soil Map. **As stated, the client has referenced a dedicated sewer line to which it may be utilized for waste and sewage disposal will be available for the proposed school campus only.**

NO PORTION of the subject tract is located within the HUD Identified Flood Hazard Area. The Federal Insurance Rate Map (FIRM) numbers are 47149C0119H dated January 5, 2007. This according to the FEMA Flood Map included within the addendum of this report. A qualified survey will locate any area within the flood zone. According to the census map of Rutherford County, this sector is identified as 408.07/1.

Middle Tennessee Electric Membership Corporation (MTEMC) provides electric service, overhead, to most customers inside and outside the city limits of Murfreesboro; therefore, would be the provider, assuming any development. Consolidated Utility District (CUD) provides the residential water service and Atmos Energy provides natural and propane gas service, (note statement above concerning sewer and other utility service). AT&T offers telephone service.

The Murfreesboro and Rutherford County Road Department and the State of Tennessee Department of Transportation (TDOT), which provides maintenance for the surrounding area, maintain the streets that are in place. If any subdivision is developed, the developer would be required to construct any street or subdivision improvements to their standards. The subject has adequate road frontage along Baker and Blackman Roads. This, along with the possibility of suitable soils allowing septic or “**Step**” systems, provides an adequate setting for residential development or as in the subject’s proposal, public service for the school system. **However, this Appraisal Report will require the subject to have readily available sewer service from the City of Murfreesboro.**

The subject tract has a level to rolling topography with alternating areas of rolling crop/pasture and very limited woodlands. The on-site inspection reveals the site to be mostly rolling to level, approximately 95% being cleared, open crop and pasture-grade land to the west, east and south with woodlands near the extreme southeastern boundary. The grade elevations are not known at this writing. This statement is from observed conditions and referencing the soil conservation map. Mostly, the tract is considered 95% cleared and considered open crop and pasture. There are small spots of woodlands near the proposed site’s southeastern boundary.

The open crop and pasture land has been identified as Bradyville, Cumberland, Harpeth, and Lomond. These soil classifications are identified on the attached ASCS soil survey map. Several open ditches allowing surface drainage are scattered about the subject parcel, note attached tax and soil map. There are also other small wooded areas alternating with the cleared pasture lands. Portions of the subject may have sinkholes, exposed surface and subsurface outcroppings of limestone rock mingled within trees; refer to the enclosed maps.

NO subsurface soil map or evaluation has been provided to your appraiser. Parcels surrounding the subject have not been surveyed; therefore, runoff is unknown. If the client desires, a professional in subsurface evaluation could be employed to determine if the subject property has been contaminated. It should be noted, this parcel has been vacant and attended as cash crop and pasture for cattle grazing for many years. ***This appraisal is assuming NO contamination. In this Appraisal Report, there is no accounting for any cash crop currently located on the proposed site.***

A copy of the soil conservation map is included within the addendum of this report. This map reveals the soil classifications. These classifications aid in the prediction of available expansive soils which will allow subsurface septic systems. The subject's severe soils have been coded in red. **The subject appears to have +/-5% severe soils, which are NOT conducive for subsurface sewage disposal and 95% conducive soils; per attached Soil Map.**

It is highly recommended a complete engineer's study be performed so as to determine the soil content and possible lot availability. These measures are considered when developers calculate acquisition cost for potential development land and/or lands to be held waiting for utility conditions to change. This land has specific development problems due to soil classification, surface and subsurface rock formations, sink holes, and drainage correction causing it to require proper engineering for conventional subdivision development, however, more remains probable for lot development.

ATTENTION TO THE READER: Your appraiser is NOT an engineer nor a soil scientist; the information so stated is referenced from the Soil Conservation Map, produced by the United States Department of Agriculture Soil Conservation Service (ASCS) and Federal Emergency Management Agency (FEMA) flood insurance program. It is highly recommended a complete engineering and soil science study be completed. The subject appears to be adequate for residential subdivision development. However, this statement is from observation as an appraiser, NOT an engineer.

Overall, the tract is suited for residential subdivision development or special use for public benefit, assuming no adverse affect from the surrounding parcels. The subject has superior access and road frontage, reasonable to above average soils, and electric and water rural utility service deeming it desirable for subdivision lot development; again, refer to the “**Noteworthy Conditions**” concerning sewer availability. Its reasonable distance from city services, shopping and employment centers enhances the subject, and reasonable soils deeming it desirable for conventional residential development. However, typical residential lot subdivision is possible; demand and soil classification would dictate. This analysis references the ground and its development possibilities. **The referenced economic conditions will be considered later in this report as demand for subdivision development is considered to have been in a very progressive mode over the past seven to eight years. Current economic changes have been referenced.**

ZONING

The subject property is currently located outside the city limits of Murfreesboro or any other planning authority with zoning controlled by the Rutherford County Planning Department. However, this Appraisal Report will assume the zoning to be directed by the City of Murfreesboro. Therefore, the following zoning analysis is written according to the assumed zoning as medium density residential. Current zoning is AR (Agricultural Residential).

The most likely zoning would be and continues to remain residential-agriculture, with typical building lot subdivision development possible; most probable 10,000 to 15,000 square foot lot size. However, multi-use residential is also possible, i.e., townhouses or detached single-family on 6,000 square foot lot size blended with medium density lot sizes. The subject's soil factors would require an engineering study to determine lot yield, drainage, and road placement. The hypothetical conditions so referenced will require the subject's use of city provided sewer; note statement in the "**Noteworthy Conditions**" concerning sewer lines. However, CUD water and the minimum distance from major employment, shopping, and typical social amenities also cause this tract to be considered for residential subdivision development.

TAX ASSESSMENT

The subject property is located outside the city limits of Murfreesboro. The current combined city-county tax rate for Murfreesboro is \$2.5688 per \$100 of Assessment for property within the city limits of Murfreesboro, with the county-only assessment being \$1.6162 per \$100. This tract is currently classified as agriculture/residential use property and is assessed at 25% of the appraised value. Also considered a tax responsibility is 30% of the value of personal property, however, no personal property has been appraised nor is any assessed. Based on information provided by the Assessor's Office of Rutherford County, the tax burden for the parent tract is given on the following page. As the subject property is proposed, there is **NO** current assessment.

Tax Map: 71, Parcel 030.00				
<u>Subject Property*</u>	<u>Land*</u>	<u>Improvements*</u>	<u>Personal Property</u>	<u>Total*</u>
Appraised Value	\$ 4,035,181	\$ 107,000	\$ 0	\$ 4,142,151
Assessed Value	\$ 0	\$ 0	\$ 0	\$ 0
Assessed Value In Use (Greenbelt)	\$ 199,875	\$ 26,750	\$ 0	\$ 226,625
2022 Tax Rate	Tax Rate		Assessed Value	Taxes
\$1.6162 / \$100	.016162		\$ 0	\$ 3,662.71
<p>*Values and Taxes calculated within this table reflect the total land and improvements for Map 71 Parcel 030.00.</p> <p>Note: This is an estimate of the tax liability for the 2022 tax year, assuming taxable ownership. No personal property has been included within this appraisal assignment. Upon development, the “Green Belt” status for the subject will require a three-year roll back tax payment. This will be a lien on the property. The Green Belt estimate has been listed on the tax records.</p>				

HIGHEST AND BEST USE

Highest and best use is defined in The Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002), as:

“That reasonable, probable, and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are:

- Legal permissibility
- Physical possibility
- Financial feasibility, and
- Maximum profitability

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice the concept of highest and best use represents the foundation upon which market value rests. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value an alternative term would be most profitable use."

When considering this definition, consideration must be given to its legal use as well as its most profitable use. The legal usage is usually determined in accordance with the local zoning regulations. As stated previously, the most likely zoning for the subject would be to remain as agricultural use and/or single-family residential use. Any alternate zoning request must be approved from the Murfreesboro and Rutherford County Regional Planning Commissions. Zoning "by right" is AR (Agricultural Residential).

Consideration must also be given to the neighborhood in which the property is located and the uses for which land is presently being utilized. Also, what is the demand for uses and what is the demand for possible future uses of the area? **During economic progression**, the vacant property in this area is suitable for single-family development with limited zoning to allow multi-family and commercial use tracts. The subject site is considered a vacant residential-agricultural use tract and could be zoned for higher density if the site was suitable for residential development. **As previously referenced, this tract's geological make up would allow typical demand for conventional subdivision development of single-family building lots during economic incentive. Assuming city approved zoning, higher density and or multi-use development is possible.**

Other **related community service activities** could conceivably fill the definition of highest and best use. In considering the property as if improved with certain improvements, the highest and best use would take on a different analysis. However, the bulk of the land is considered vacant and will be appraised assuming no improvements exist. The possible agricultural farm-type fencing and agriculture use outbuildings previously mentioned will offer no value contribution due to highest and best use.

When analyzing vacant property with special zoning such as the subject, demand for this usage must be considered. Other support for judgment of highest and best use must also be considered. **The contribution to the community and public welfare**, wealth maximization for the property owners, the most probable use, and the most profitable use are all factors involved in determining highest and best use.

Single-Family Residential zoned properties typically produce the highest profit when ample demand exists. This classification also profits the community in providing housing units for residents in the community. Wealth maximization to property owners is achieved when the demand for these housing units exists. The most probable use is sometimes different than allowable uses under certain zoning. The key to all the answers of these judgment questions is demand. If proper demand does not exist, the highest and best use and/or most probable use, would be different from allowable zoning.

In considering the subject property, one must understand the community development goals and the contribution available building tracts and lots provide. In Murfreesboro, and Rutherford County, as well as other communities, successful growth is attained through many avenues; providing a variety of housing units is one such necessity. When creating a well-rounded housing market, certain lands must also be reserved for community well-being, i.e., churches, parks, **schools**, day care, or other related institutions. The subject property seems to be within these guidelines; however, it's most probable use is to be considered for residential building lot development.

Murfreesboro and Rutherford County have had a healthy housing market. During economic progression, the subject's sector and others in Rutherford County have a robust demand for single-family building lots. The immediate area has several vacant land parcels ready for residential use. These seem to be more near or within the city limits of Murfreesboro, Tennessee, as is the subject property. The subject does have this amenity as well as 95% of its land is conducive for "**STEP**" or subsurface septic systems. This has been explained within this Appraisal Report; again, refer to the "Noteworthy Conditions". Typically, single-family residential properties supporting agricultural use are near the subject. However, the referenced natural progression of residential development is within the immediate neighborhood with the city limits of Murfreesboro being within one to two miles of the subject property, depending of sector direction.

A growth trend over the past three to five years has renewed demand for single-family building lots in most of Rutherford County. This demand has been evident within the immediate neighborhood as several newly developing subdivision are currently in production. All six development potential sales within the Sales Comparison Approach represent neighborhood development within competing or immediate market sectors. Refer to the enclosed (within the addendum) "Building Permit Chart" for residential, multi-family, and commercial use permit numbers. These statistics support the call for subdivision development for this sector of Murfreesboro and Rutherford County including the subject property.

This is reflective of certain sectors of LaVergne, Smyrna, Murfreesboro and Rutherford County, as the national economy is currently in an adjustment mode; economic growth at a stable to moderate pace 1.5% to 3.00% annual national growth. The past five years has seen Rutherford County increasing its population at an annual rate of 3% to 5%. The population growth chart, also included within the addendum, represents a positive increase in residents and a projection for this

continued increase into the twenty-first century. It is estimated Rutherford County will have over 392,336 persons by the year 2024. These forecasts can be related to the National Economy with typical growth swings also considered relevant within the local economy.

The financial markets, as well as the stock market, are currently in a volatile mode. However, the immediate neighborhood has an upside potential with economic incentive for residential subdivision development, therefore, the subject's vacant land is a candidate for conventional subdivision development at this time. The demand is present in other sectors of Rutherford County as well as in the immediate neighborhood. Therefore, the subject property is judged to have adequate demand, ample soils for "STEP" or septic systems, and ample frontage for ingress-egress, all positive factors for conventional subdivision development; again, refer to the "Noteworthy Conditions".

However, when considering the subject property in its highest and best use, the most probable use, and the highest and best use, are estimated to be the same with demand currently in a positive trend. The subject would be most suited for conventional or multiple density single-family residential development, small acreage building sites, and agriculture production, with the most likely use being conventional or multiple density residential use. An alternate use may be for public benefit such as **schools**, churches, public parks and other recreational activities.

HIGHEST AND BEST USE-Conclusion

As If Vacant: The highest and best use is considered to be residential-single-family development. The current agriculture use is most likely the interim use. The single-family use could take on conventional subdivisions, small acreage tracts, and/or mixed-use development as the frontage on Blackman and Baker Roads may allow such users. Such development could be considered similar to the properties surrounding the subject property and within the general outlying neighborhoods situated along the periphery of Murfreesboro's city limits.

As If Improved: The highest and best use as if improved is for congenial residential subdivisions similar to others in this sector of Murfreesboro and Rutherford County. Most likely development would be mid to upper-scale dwellings suitable for residential cohabitation. A change in economic conditions could alter this analysis. Therefore, current trends **MUST** remain positive in order for this conclusion to prevail. This conclusion is subject to the continued demand for residential housing and economic progression.

DESCRIPTION OF THE IMPROVEMENTS

As previously stated, the valuation so referenced in this appraisal will include the land as if vacant with **NO** value estimate for any possible remains of agriculture outbuildings or the referenced residential dwellings. **NO** contributing value will be allowed for any agriculture outbuildings.

The highest and best use of the subject acreage tract, as if vacant, has been determined to remain as general ownership and/or agriculture as an interim use, with residential building lot development in the near future. The highest and best use definition states, "It is to be recognized that in cases where a site has existing improvements, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use."

The subject's 59.10 +/- acres will be considered vacant, as the agriculture outbuildings and any residential dwellings that may exist will offer **NO** contributing value. There may be remains of typical farm-type fencing; however, these will offer **NO** contributing value.

APPRAISAL MODE

The typical and theoretical real estate appraisal includes three separate but interrelated preliminary approaches to value, which are correlated into a single final value conclusion. The preliminary approaches are summarized on the below:

1. The Sales Comparison Approach - which is a direct comparison of the property under appraisal with other similar properties which have sold. Oftentimes abstracted adjustments are necessary in order to equate the sale with the subject property.
2. Cost Approach - which is based upon the estimated reproduction cost of the improvements, less accrued depreciation from all causes plus land value.
3. The Income Capitalization Approach - a set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated future benefits into an indicated property value. This conversion is accomplished by discounting annual cash flows for the projected holding period and the reversion at the end of this period at a specified yield rate. Income and expense summary are required with most capitalization techniques.

In the appraisal of a specific property, one or more of the approaches may be more applicable than the others and one or more of the approaches may be impractical because of the lack of suitable data in the market with which to make comparisons.

In this report, the Sales Comparison Approach will be processed for an indication of estimated value. If necessary, the Income Capitalization Approach will be processed to determine present value of future benefit for a particular holding period. After these approaches have been processed, your appraiser will consider the strengths and weaknesses of each. This explanation of each approach, along with a judgment of the strongest, is called the Reconciliation. This collation of data, and the judgment of which approach or approaches are relied upon with the most emphasis, ultimately results in a final estimate of the defined value for the subject property.

At this point, the final value estimate is addressed as the appraiser's opinion based on his analytical skill and ability. This estimate is just that, an estimate based on proof from the marketplace.

VALUATION - Land as if vacant analysis – 59.10 +/- Acres

The Sales Comparison Approach involves direct comparison of the property being appraised to similar properties, which have sold in the same or similar market in order to derive a market value indication for the property being appraised. This approach is also called the Market Data Approach.

The Sales Comparison Approach, which relies on the principle of substitution, implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property.

In estimating market value of vacant land such as the agricultural zoned land with residential development potential, the most effective way is to compare like properties that have sold with the subject tract. The following list of similar use residential zoned vacant tract sales are comparable with the subject in matters of marketability, i.e., development potential, similarly zoned, available utilities, tract size, soil type, and general availability. After reviewing several sales, the sales selected for comparative analysis of the subject have been listed and a final value estimate determined. Typically, when developers purchase raw land with the intent to pursue construction at a later date, holding expenses for such raw land are calculated to determine acquisition cost.

These sales are listed raw, and when necessary, adjustments processed for any dissimilarity. When certain dissimilarities are apparent, market extracted adjustments are sometimes necessary. When necessary, an adjustment grid will follow the listed sales. The size factor will be addressed as the subject is to be 59.10 +/- acres. Therefore, sale of the largest land parcels will be considered with a size adjustment calculation considered when necessary.

The subject property is unique in that it has certain characteristics promoting its potential for typical subdivision development. Development potential of most vacant tracts would serve as the highest and best use, therefore, rendering the highest value. However, as explained, the suitable soils ratio necessary for “**STEP**” or septic system usage is estimated to be +/-95%. There is a reasonable distance from the city's sewer system to the subject property (less than 1,600 lineal feet southeast). However, the city provided sewer line is proposed for placement on the subject site. This is also a condition for this Appraisal Report.

During economic progression, there has been demand for conventional residential subdivision development in this area of Rutherford County; however, the geological conditions limit the lot yield unless a “**STEP**” system is constructed. This is costly to the developer, however, necessary to achieve adequate building lots. Again, the subject property, for purposes of this analysis will assume city provided sewer is located upon the site and available for use. The subject's access along its road frontage on both Baker and Blackman Roads allow for adequate entries to the subject and possible building lots. These components, along with the tract size, are primary parts when developers consider the purchase of vacant land with the intent to achieve subdivision development. These positive and negative factors are pertinent for analysis when estimating acquisition cost for vacant land suitable for development.

Therefore, your appraiser will analyze development potential tract sales to establish the beginning and upper end of the market value range and analyze property transfers where development potential was the primary motivation for purchase. These factors must be blended in order to represent a potential buyer's rationale to justify the purchase. The results should support the subject's market value estimate.

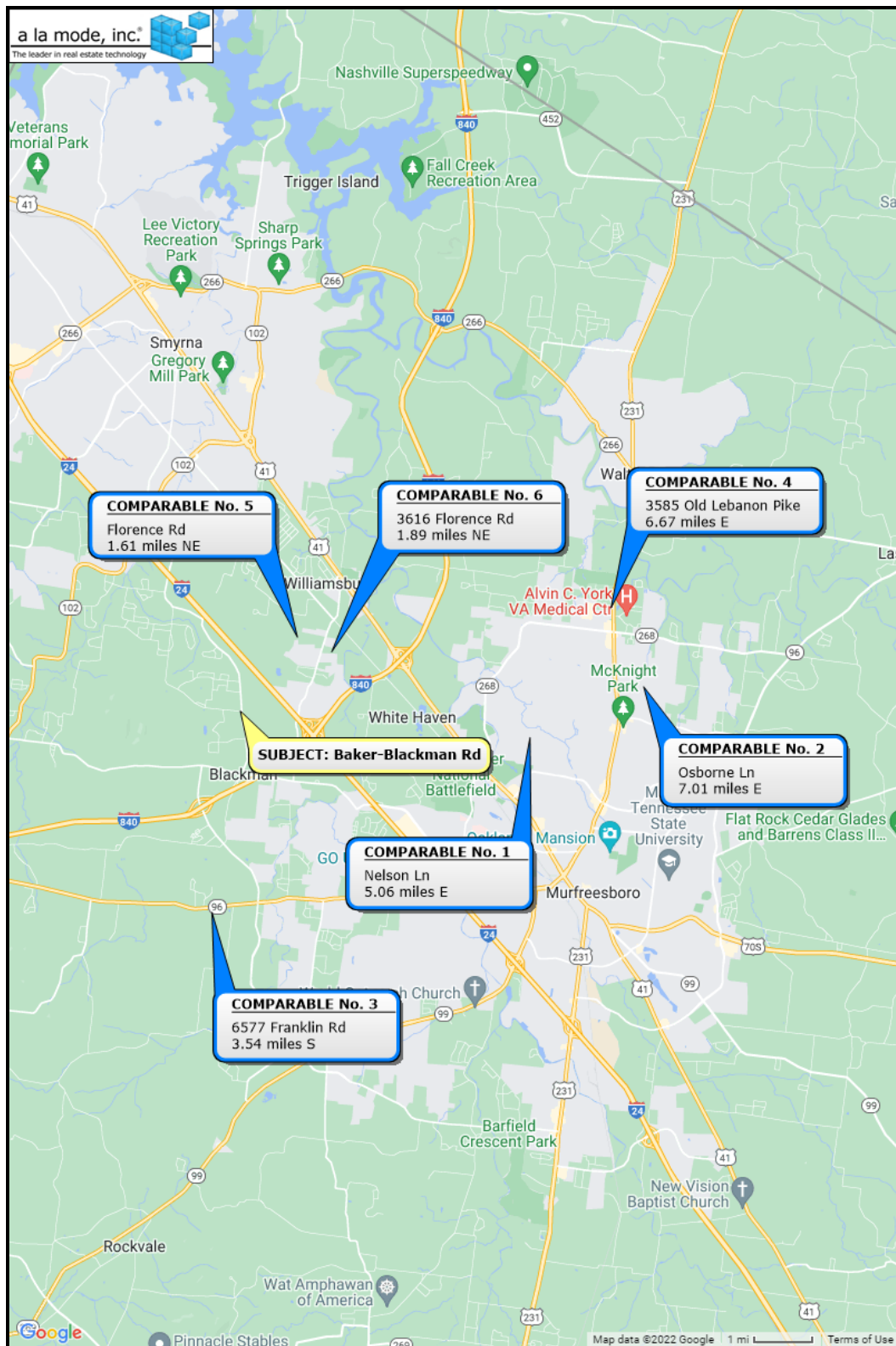
The sales are listed raw with no adjustments for any dissimilarity. Any judgment of difference will be performed on a qualitative and quantitative basis, as the subject is expected to have a reasonable lot yield as per city zoning requirements. Any marginal geological conditions such as rock, sink holes, woodland, and other such factors can be engineered to allow building lots, however, maybe not at a typical yield. This inferior lot yield will be considered with necessary adjustments for certain comparables. The qualitative analysis represents the comparables as superior, inferior, or similar to the subject with a notation of positive, negative or equally recognized. When necessary, these percentage adjustments represent the lot yield loss attributed to the subject due to inferior geological conditions. However, for the subject's proposed 59.10 +/- acre land parcel, most of the land is cleared pasture grade and crop land; i.e., +/-95%. These sales will require qualitative notice for size, location, soil content, road frontage, and general economic conditions.

COMPARABLE VACANT LAND SALES-DEVELOPMENT POTENTIAL

NO	DATE RECD. BOOK/PAGE	LOCATION MAP-PARCEL	<u>GRANTOR/ GRANTEE</u>	SIZE / ACRE Zoning	SALES PRICE	PRICE / ACRE
1.	04-12-2021 2066/3697	Nelson Lane Murfreesboro, TN p.o. 69-079.00	Molly Nelson Van Ort Trust Riverview Cove, LLC	22.963 Ac RS-15	\$1,435,188	\$ 62,500
2.	01-28-2021 2031/1656	Osborne Lane Murfreesboro, TN 68-062.01	State Farm Mutual Auto Donald Henley Construction	21.22 Ac RS-15	\$1,450,000	\$ 68,332
3.*	04-09-2021 2080/3586 05-14-2021 2082/2012	Franklin Road Murfreesboro, TN 6577 Franklin Road Murfreesboro, TN 100-001.01	Thomas Moon Saddlewood Development Steven Turley Saddlewood Development	76.41 Ac County Zoned for Multiple Density	\$5,750,000	\$ 75,252
4.**	07-22-2022 2266/2975	3585 Old Lebanon Road Murfreesboro, TN 058-046.00	Charles Campbell Etal Hollingshead Land, LLC	73.90 Ac County Zoned, City to approve PRD or PUD	\$7,000,000 \$6,500,000 Adjusted**	\$ 87,957
5.	08-28-2020 1954/3442	Florence Road Murfreesboro, TN 056-063.00-01.10	Fortress Builders, Inc. ANH TN Development	45.11 Ac PRD	\$4,700,000	\$104,190
6.	03-10-2022 2218/2213	3616 Florence Rd Murfreesboro, TN 071-015.00	Deborah Jackson, Etal Alcorn Properties, LLC	18.9 Ac R-6, CF	\$975,000	\$51,587
			<u>OVERALL MEAN</u>	43.08 Ac	\$3,468.365	\$ 74,970

***Prior Sales:** Sale Three has a previous sales transaction recorded in Record Book 1811, page 2293; September 9, 2019, \$2,000,000. This was considered a typical real estate transaction.

****This transfer involved two properties four to five miles apart. The development potential portion is estimated to render the bulk of the \$7,000,000 sales price. The extraction of \$500,000 for the 5.73 acres with a dwelling and several outbuildings is market related. Therefore, the development potential land price per acres has been utilized for analysis at \$6,500,000 divided by 73.90 acres: \$87,957 per acre.**



AREA MAP – COMPARABLE LAND SALES & SUBJECT PROPERTY

Comparable 1 - Nelson Ln



Comparable 2 - Osborne Ln



Comparable 3 - Franklin Rd & 6577 Franklin Rd



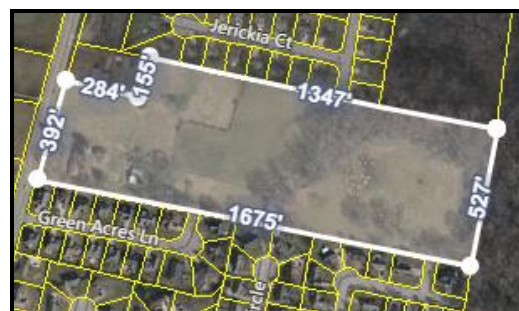
Comparable 4 – 3585 Old Lebanon Rd



Comparable 5 – Florence Rd



Comparable 6 - 3616 Florence Rd



**PHOTOGRAPHS OF COMPARABLE DEVELOPMENT POTENTIAL
VACANT LAND**

Residential Land Sales Analysis

The listed sales range from \$51,587 to \$104,190 per acre with the calculated mean being \$74,970. The subject's tract **DOES** have a contract for purchase (refer to previous statement) as the purpose of this report is to aid the client with acquisition of the subject property. The subject does **NOT** appear to have been publicly listed by any professional delegate or agent. ***It is highly recommended a survey, title search, engineering study, and opinion letter be completed.***

Most emphasis is placed on the sales that are most recent and similar in size and purpose. Most raw land purchased for development has certain motivations concerning lot yield and available utilities. The subject and the sales are no exception. Because of the topography, availability of utilities, and the typical zoning classification, the subject could expect a lot yield of 2.5 to 3.25 lots per acre; again, assuming sewer availability. Most tracts desirable for subdivision development is accustomed to 3 to 1 lot yield ratio. Subdivision development properties require on site surface water retention. This requirement will cause a loss of use and reduced lot yields.

Current economic conditions have been at a premium increasing the need for residential building lots. However, as referenced within this report economic conditions are changing with interest rates and inflation currently on the rise. This reduces demand for housing and sometimes increase unemployment. However, interest from the marketplace to purchase the subject within this zoning qualification is considered with previous demand from developers' progressive. **Progressive demand for development potential real estate must remain in place in order for the subject property to demand premium per acre prices.**

Again, your appraiser is **NOT** an engineer and has only an estimate with regard to experience for lot yields. All utilities are at or near the site per the "**Hypnotical Conditions**" so referenced. The subject would require a complete engineer's study in order to address the "Highest and Best Use" for this land parcel. These factors would indicate the subject property should require the middle to upper end of the value range. The fact that the subject is within an area of anticipation, near city-approved Planned Residential Developments (PRD), PUD, retail, employment centers, and desirable school campuses may allow the subject to expect a reasonable per-acre price for this location. The mixed-use probability may also create an adequate demand for the subject property.

Developers purchased all comparable sales in order to begin development allowing these parcels to achieve economic incentive.

- Sales one, two and four are located in the north sector of Murfreesboro, Tennessee and considered very desirable land parcels for development with seasoned developers being the Grantees. All have sewer availability with Sale four expected to render multiple use development. Also representing the upper end of the price range within this chart of sales.

- Sale three is located on the west sector of Murfreesboro fronting Franklin Highway, (a.k.a. Highway 96) and most near the subject property. This site was previously purchased by Mr. Moon for speculation. This site as is fronts a major throughfare and will be considered for multi-use development. Thereby rendering the higher per acre sales price.
- Sales five and six are located on Florence Road, across the road from each other, within the city limits of Murfreesboro, Tennessee. Sale five had subdivision approval with some excavation evident. Each development has high density residential development proposed and/or in place. Sale six also offered a small portion re-zoned for commercial local utility. Because of the subdivision amenities in place sale five offers the largest per acre price in this chart of sales.

Residential Use Sales Comparison Analysis

Overall, the most suitable sales have been selected to represent the subject property assuming Residential Development Use. The per acre indication represents a reasonable range with most emphasis placed on the sales which recognize the location, visibility, and infrastructure position of the subject property. These sales will be “Blended” in order to render a current estimate of market value. Again, the range of per acre indication is \$51,587 to \$104,190 with an unadjusted mean indication of \$74,970 per acre. There is a contract to analyze. However, this analysis represents current market conditions and will be considered for the final estimate of indicated value when blended with the most supportive comparables.

The list of sales will represent development potential motivation from buyers of lands with the intention to construct general residential and/or mixed-use developments. These market transactions are felt to represent user and investor/developer motivation. These comparable sales will represent similar utility and position.

Again, your appraiser is **NOT** an engineer and has only an estimate with regard to experience for unit yields and cost to construct infrastructure in environments similar to the subject's. All utilities are at or near the site with the subject having adequate and superior soils for subsurface “**STEP**” system if needed. The subject property would require a complete engineer's study in order to address the “**Highest and Best Use**” for this land parcel. However, city sewer would be required to achieve “**Highest and Best Use**”.

The Sales Comparison Approach is the most reliable method of supporting market value. However, when certain items of dissimilarity are noticed, market adjustments must be abstracted, as noted above. The listed sales represent similar use, residential use development land with quantitative adjustments difficult to measure. However, any judgment of other size, marketing and geological factors will be performed considering a qualitative basis, not quantitative.

Therefore, the middle to end of the value range is felt to best represent the subject tract. Based on the previous information of comparables, all sales are given credence with weighted emphasis placed on the end of the residential range. The present economic conditions would require most buyers to have primary motivation in order to entice purchase. These enticements would be considered noteworthy demand for residential and mixed-use building lots, as the term of the current economic upturn is difficult to estimate. As referenced, this demand must continue in order for the subject to represent the upper end of the value range for residential development potential land.

The preceding analysis references many marketing factors related to valuation of real estate. The above referenced range of value offers the client an array of possibilities. The final value estimate of vacant land is often difficult, as many factors affect market transactions. However, the final estimate of value represented in this analysis is felt to be supported by market transactions of local buyers and sellers.

Based upon the preceding analysis and the indication demonstrated in the marketplace, it is my opinion the value of the subject property, assuming mixed use development, on a per acre basis would range from \$70,000 to \$80,000 per acre, as if vacant, assuming demand was present. However, most recent and current demand for vacant development potential land was progressive as developers were in acquisition modes due to these economic and demographic conditions; again, refer to “**Noteworthy Conditions**”. As referenced, the current condition of the economy may have a worthy change due to higher interest rates, higher unemployment, and general unsettlement of all economic markets.

Weighted Analysis

The weighted analysis represents each comparable and in my opinion the worthiness of each indication of value. As previously referenced most emphasis is placed on sale numbers three and four, then the analysis has been “blended” for a final indication of current market value. However, the following “Weighted Analysis” will aid with this final indication. Each of these comparable sales have been listed in the calculating table on the following page with each assigned a percentage of worthiness for this analysis. This calculation produces an indication of value at \$76,000 per acre. Therefore, the most probable per acre indication ranges from \$70,000 to \$80,000 per acre.

Weighted Indication for Sale Comparison Approach				
Sales 1-6 Adjusted Indication				
Variable Weighting --Unit of Measure--Per Acre Indication				
Approach	Indicated Value Per Acre	Weight	Value Indication	
Sale One-62500 Ac	\$ 62,500.00	15%	\$	9,375.00
Sale Two -68332 Ac	\$ 68,332.00	15%	\$	10,249.80
Sale Three-75252 Ac	\$ 75,252.00	25%	\$	18,813.00
Sale Four-87957 Ac	\$ 87,957.00	25%	\$	21,989.25
Sale Five-104190 Ac	\$ 104,190.00	10%	\$	10,419.00
Sale Six- 51587 Ac	\$ 51,587.00	10%	\$	5,158.70
		100%		
Weighted Indication			\$	76,004.75
Mean Indication		\$ 74,969.67		
Subject Property				
Batey Property--Blackman/Baker Rds				
Vacant Land - 59.10 Acres				
Murfreesboro, Tennessee				
Date-10-02-2022				
Saved As: Weighted Indication Template-6-Sales-Batey				

Therefore, this blended analysis is felt to best represent the subject tract. Based on the previous information of comparables, all sales are given credence with weighted emphasis placed on sales as listed above and presented in this analysis. Therefore, the middle to end of the presented range best reflects the most probable current value for the subject property. The present economic conditions would require most buyers to have specific use motivation in order to entice purchase.

Sales Comparison Calculation Chart						
The following calculations are related to the subject's proposed 59.1 Acres Tract						
Unit of Measure for this Property is:			Per Acre Indication for Land:			
	Unit of Measure		Estimate/ Unit		Indication of Value	
	Per Acre					
Pessimistic	59.10	@	\$70,000.00		\$ 4,137,000	
Most Probable	59.10	@	\$75,000.00		\$ 4,432,500	
Optimistic	59.10	@	\$80,000.00		\$ 4,728,000	
Indicated Value of Existing Improvements and Site				=	\$ 4,500,000	
Rounded and Called					\$ 4,500,000	

The preceding analysis references many marketing factors related to valuation of real estate. The referenced range of value offers the client an array of possibilities. The final value estimate of vacant land is often difficult, as many factors affect market transactions. However, the final estimate of value represented in this analysis is felt to be supported by market transactions of local buyers and sellers.

The Final Current Value Indication, supported by the Sales Comparison Analysis, as if vacant, as of November 3, 2022, the effective date and inspection date of the appraisal with November 8, 2022, being the report date, subject to a typical marketing period of 12-18 months, and the “**Noteworthy Conditions**” so referenced, rounded, is as follows:

59.1 +/- Acres
FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$4,500,000.00)

COST APPROACH

In the Cost Approach to value, it is assumed that an informed purchaser would consider the cost of producing a substitute property with the same utility as the subject's as one alternative to acquiring an existing property, thus the principle of substitution.

In The Dictionary of Real Estate Appraisal, Third Edition (Chicago: Appraisal Institute, 1993), the definition of Cost Approach is as follows:

“Cost Approach - That approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market.”

In the application of these principles to the subject property, my study procedure would be to perform a valuation of the engineering detail of the improvements. Take into consideration the land site, price these details using current local market prices for labor, materials, identify existing deficiencies of the improvements, and arrive at a Cost of Reproduction New Less Depreciation on the improvements.

When estimating depreciation, your appraiser must review loss of value from not only physical deterioration, but also functional and economic inadequacies. Any of the three avenues of value loss must be addressed in the Cost Approach.

The subject property is being considered as a vacant tract, due to highest and best use, with any building improvements listed, barns and sheds, offering no contributory value. Therefore, the Cost Approach will **NOT** be processed as value contribution. The subject exhibits no forms of functional or economic obsolescence.

INCOME CAPITALIZATION APPROACH

The theory of the Income Capitalization Approach is based on the premise that the value of a property is equivalent to the present worth of the net income stream which it may be expected to produce during its economic life. In order to achieve this, the net annual income of the property is capitalized at an appropriate rate that has been extracted from the market to indicate the present value of the property based on its income producing ability.

Because the subject is appraised as vacant, raw land ready for development or construction, its lack of ability to produce income in the form of rents limits the support of this approach to our appraisal problem. Therefore, the Income Capitalization Approach will **NOT** be processed due to the lack of supportive available data from the marketplace.

When a property requires an extended marketing period of more than two years, a discounting technique resembling an Income Capitalization Approach is often necessary. In this appraisal problem, the estimated valuation is assuming a twelve- to eighteen-month exposure and marketing period; therefore, the referenced discounting is not necessary. This method was explained and processed in the Sales Comparison Approach. That is to say, if the subject property were to be offered to the investor public, it should sell for or near the appraisal value estimated in this report given a reasonable marketing period.

RECONCILIATION

Reconciliation is the process of analyzing the data presented in all approaches to indicated value. In estimating value of vacant land, the most applicable approach is the Sales Comparison. This approach reflects the actions of prudent buyers and sellers and relies upon the principle of substitution which states that an informed buyer will not pay more to purchase a property than it will cost to purchase a comparable substitute property.

The Cost and Income Capitalization Approaches typically are not considered for estimating the value of vacant land, however, in some appraisals, an investment analysis has been utilized to support a discount rate attributable to properties requiring an extended marketing period. In considering the subject property, I have addressed the appraisal in terms of a twelve- to eighteen-month exposure and marketing period; therefore, the discounting for the time value of money was not necessary.

When appraising real estate for the purpose of establishing a most probable selling price for the clients, the appraiser references in his/her opinion a range of possible sale prices. For the subject property this process produces a range from the Sales Comparison of +/- \$70,000® to +/- \$80,000® per acre. This range of possible value represents my opinion of current market conditions pertaining to similar properties such as the subject. However, the final opinion of value must be announced. This reconciliation references the most probable value opinion supported by the valuation approaches processed. **However, as stated the final price could be within the referenced range.**

The definition of "Price" is different than "Value" as value expresses an economic concept and is never a fact but always an opinion and qualified by definition.

“Price” as defined by the Dictionary of Real Estate Appraisal; 5th Edition, Appraisal Institute: “The amount asked, offered, or paid for a property. Once stated, price is a fact, whether it is publicly disclosed or retained in private. Because of the financial capabilities, motivations, or special interest of a given buyer or seller, the price paid for a property may or may not have any relation to the **value that might be ascribed to that property by others.**” Also listed within the USPAP guidelines.

Therefore, in my opinion, with all support being developed from the Sales Comparison Approach, based on the preceding analysis, relative to a twelve- to eighteen-month exposure & marketing period in “**fee simple**” terms, the subject property, 59.10 +/- acres, as if vacant, as of the effective date and inspection date of the appraisal, November 3, 2022, and the report date being November 8, 2022, **subject to any referenced limiting, “Noteworthy Conditions”, “Hypothetical Conditions”, and Extraordinary Assumptions**”, so referenced within this report, the final estimate of value is:

FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$4,500,000.00)

CURRENT MARKET VALUE

Thank you for the opportunity to be of service to you in this matter. If further explanation is required, please call my office at 615-895-6260.



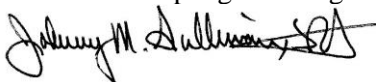
Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser - CG-493

A D D E N D U M

CERTIFICATE

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest or bias with respect to the property or to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the Code of Ethics of the Appraisal Institute.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. I have made a personal inspection of the property that is the subject of this report: Inside / outside / both / proposed improvements and/or vacant land.
9. No one provided significant professional assistance to the person signing this report.
10. As of the date of this report, I, Johnny M. Sullivan, SRA, have completed the requirements of the Continuing Education program for designated members of the Appraisal Institute.
11. I hereby certify that I am a Tennessee State Certified General Real Estate Appraiser and my certificate number is CG-493.
12. This appraisal was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or any amount, which would result in the approval of a loan.
13. The person signing this report has the knowledge and experience to complete the assignment competently and is duly licensed by the appropriate state to perform this level of appraisal.
14. I have / have not appraised this property or performed any other real estate related service in the three years prior to accepting this assignment.



11-3-2022 (Effective Date)

11-8-2022 (Report Date)

Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser – CG-493

Property: Melissa & John L. Batey, Jr. Property
Address: Corners Baker and Blackman Roads
Murfreesboro, TN 37129

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This **Appraisal Report – Complete Scope of Work** and resulting estimate of value is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple Interest, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers' agreements, unless otherwise stated in this appraisal report.
4. Information, estimates, and opinions furnished to the appraiser by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such items; however, no responsibility for their accuracy is assumed by the appraiser.
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this report.

11. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in connection with any other appraisal and are invalid if so used.
12. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
13. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
14. Unless otherwise stated in this appraisal report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.
15. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, the appraiser recommends that the property should be covered by adequate flood insurance.
16. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
17. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
18. The appraiser reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
19. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraiser is affiliated.

20. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower, if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the appraiser.
21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.
22. This is an **Appraisal Report – Complete Scope of Work** which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Practice for an **Appraisal Report**. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation containing the data, reasoning, and analysis is retained in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

PHOTOGRAPHS OF SUBJECT PROPERTY



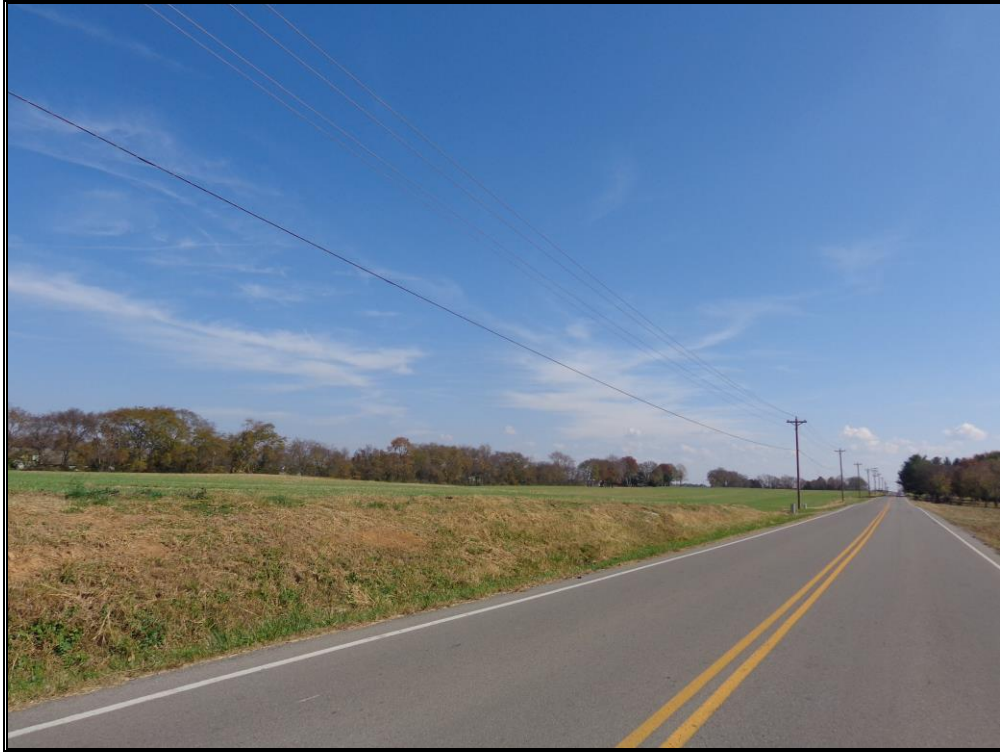
SUBJECT PROPERTY

PHOTOGRAPHS OF SUBJECT PROPERTY

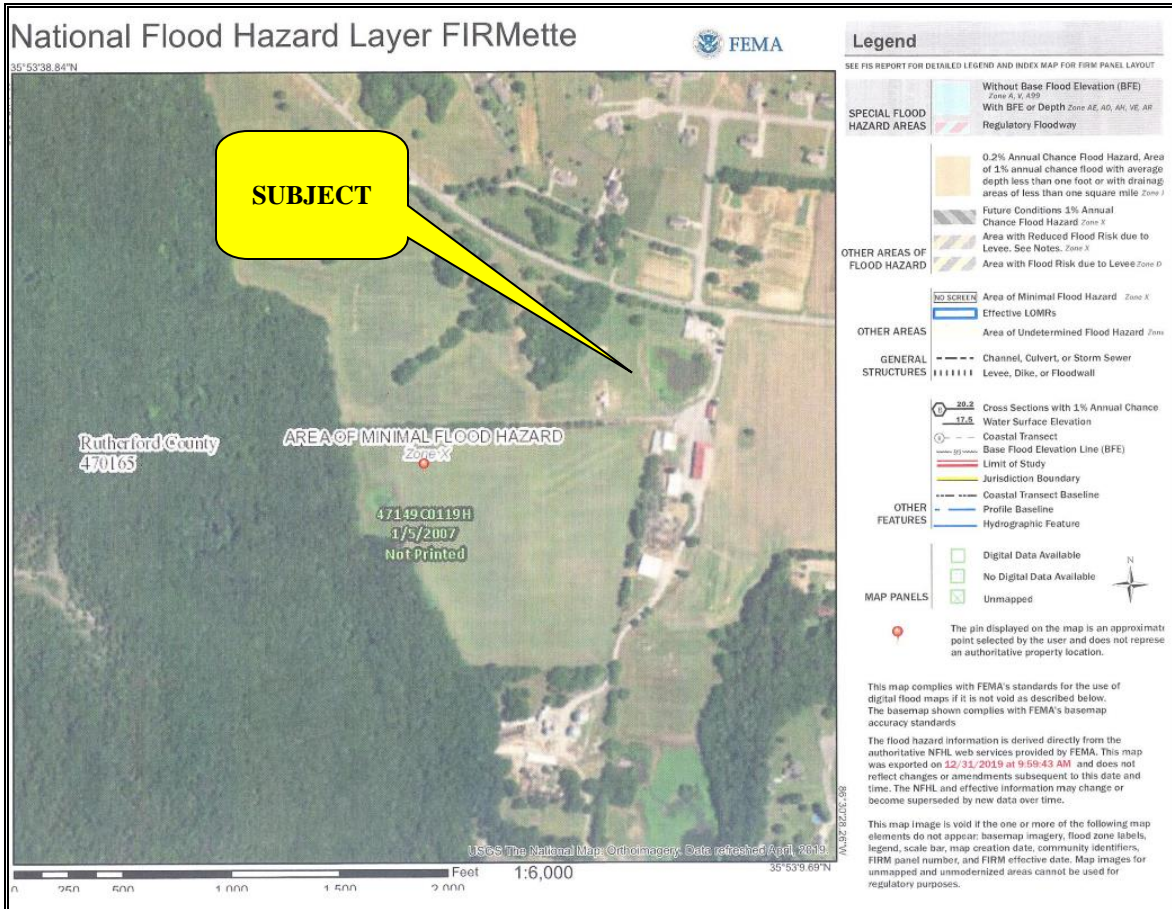


SUBJECT PROPERTY

PHOTOGRAPHS OF SUBJECT PROPERTY



STREET SCENES

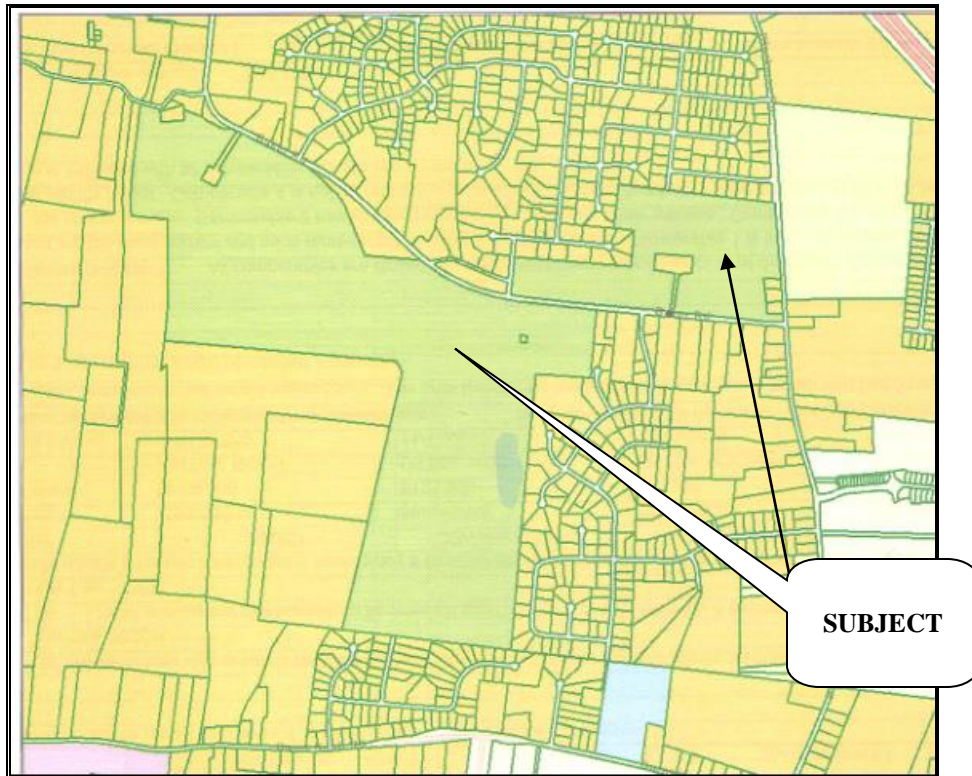


FLOOD MAP

[illegible]

MURFREESBORO WATER & SEWER DEPARTMENT SEWER LINES





ZONING MAP



SOIL MAP

Septic Tank Absorption Fields

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
Ar	Arrington silt loam, 0 to 2 percent slopes, occasionally flooded	Very limited	Arrington (90%)	Flooding (1.00)	16.9	4.0%
				Slow water movement (0.47)		
			Egam (4%)	Flooding (1.00)		
				Depth to saturated zone (1.00)		
				Slow water movement (1.00)		
			Ocana (2%)	Flooding (1.00)		
				Seepage, bottom layer (1.00)		
			Armour (2%)	Slow water movement (1.00)		
			Lindell (2%)	Flooding (1.00)		
				Depth to saturated zone (1.00)		
				Slow water movement (0.47)		
BrA	Bradyville silt loam, 0 to 2 percent slopes	Very limited	Bradyville (100%)	Slow water movement (1.00)	0.8	0.2%
				Depth to bedrock (0.85)		
BrB	Bradyville silt loam, 2 to 5 percent slopes	Very limited	Bradyville (91%)	Slow water movement (1.00)	57.3	13.4%
				Depth to bedrock (0.85)		
			Talbott (9%)	Depth to bedrock (1.00)		
				Slow water movement (1.00)		
BtC	Bradyville-Rock outcrop complex, 2 to 12 percent slopes	Very limited	Bradyville (50%)	Slow water movement (1.00)	16.8	3.9%



SOIL MAP LEGEND

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Depth to bedrock (0.85)		
CuB	Cumberland silt loam, 2 to 5 percent slopes	Somewhat limited	Cumberland (100%)	Slow water movement (0.47)	14.7	3.4%
Eg	Egam silt loam	Very limited	Egam (100%)	Flooding (1.00)	19.9	4.7%
				Depth to saturated zone (1.00)		
				Slow water movement (1.00)		
				Depth to bedrock (0.50)		
GRC	Gladeville-Rock outcrop complex, 2 to 15 percent slopes, extremely stony	Very limited	Gladeville (60%)	Depth to bedrock (1.00)	120.5	28.2%
				Large stones (0.99)		
				Slope (0.04)		
			Talbott (9%)	Depth to bedrock (1.00)		
				Slow water movement (1.00)		
				Slope (0.04)		
HcA	Harpeth silt loam, 0 to 2 percent slopes	Somewhat limited	Harpeth (100%)	Slow water movement (0.47)	49.9	11.7%
LoA	Lomond silt loam, 0 to 2 percent slopes	Somewhat limited	Lomond (100%)	Slow water movement (0.47)	16.2	3.8%
LoB	Lomond silt loam 2 to 5 percent slopes	Somewhat limited	Lomond (100%)	Slow water movement (0.47)	41.3	9.7%
MrE	Mimosa-Rock outcrop complex, 20 to 40 percent slopes	Very limited	Mimosa (70%)	Slow water movement (1.00)	47.0	11.0%
				Slope (1.00)		
				Depth to bedrock (0.50)		
			Ashwood (6%)	Depth to bedrock (1.00)		
				Slow water movement (1.00)		
				Slope (1.00)		

SOIL MAP LEGEND

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
			Dellrose (5%)	Slow water movement (1.00)		
				Slope (1.00)		
			Gladdice (4%)	Depth to bedrock (1.00)		
				Slope (1.00)		
				Slow water movement (1.00)		
TaB2	Talbott silt loam, 2 to 5 percent slopes, eroded	Very limited	Talbott (100%)	Depth to bedrock (1.00)	14.7	3.4%
				Slow water movement (1.00)		
TaC2	Talbott silt loam, 5 to 12 percent slopes, eroded	Very limited	Talbott (100%)	Depth to bedrock (1.00)	4.4	1.0%
				Slow water movement (1.00)		
				Slope (0.04)		
TrC	Talbott-Barfield-Rock outcrop complex, 2 to 12 percent slopes	Very limited	Talbott (35%)	Depth to bedrock (1.00)	5.8	1.4%
				Slow water movement (1.00)		
			Barfield (35%)	Depth to bedrock (1.00)		
W	Water	Not rated	Water (100%)		1.0	0.2%
Totals for Area of Interest					427.2	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	304.1	71.2%
Somewhat limited	122.1	28.6%
Null or Not Rated	1.0	0.2%
Totals for Area of Interest	427.2	100.0%

SOIL MAP LEGEND

PROPOSED SUBJECT

REAL ESTATE PURCHASE AGREEMENT
(Approximately 59.1 Acres on Baker Road, Murfreesboro, TN)

THIS AGREEMENT is made as of the 15th day of September, 2022 ("Effective Date"), between John L. Batey, Jr. and Melissa W. Batey (collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase real property on Baker Road, Murfreesboro, Rutherford County, Tennessee consisting of approximately 59.1 acres, more or less, owned by Seller, as more particularly shown on Exhibit "A", being a portion of Tax Map 071, Parcel 30.00, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, 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 AND PAYMENT

1.1 Purchase Price; Payment. The total Purchase Price for the Property shall be determined by multiplying Eighty Thousand and 00/100 Dollars (\$80,000.00) per acre based on a survey to be obtained by Buyer ("Purchase Price"). The Purchase Price shall be paid in cash at closing.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of Five Thousand Dollars (\$5,000) ("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.

Real Estate Purchase Agreement land 8.16.22

PURCHASE AGREEMENT

- (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

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. Seller shall cooperate with and assist Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. 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.

2.2 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 go forward with this Agreement to Closing, which election shall be made by notice 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 is timely given, 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.

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 Rutherford County Commission approves funding and

PURCHASE AGREEMENT

the Rutherford County Board of Education approves the purchase of the Property, or at such other time and place and in such manner as Seller and Buyer may agree.

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 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 other taking which may affect the Property.

3.3 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 wetlands, 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 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.

3.5 Conveyance of Easements. For no additional cost to the Buyer, Seller shall grant the Buyer the following easements:

(a) Utility easements for water, sewer, electric, and gas utilities along, across, and through remaining property of Seller at locations to be mutually agreed by Buyer and Seller, if reasonably needed for Buyer's intended use; and

(b) An easement for drainage of surface water along, across, and through remaining property of Seller at a location to be mutually agreed by Buyer and Seller, if reasonably needed for Buyer's intended use.

(c) Road right of way on remaining property of Seller for any improvements needed to Baker Road, if reasonably needed for Buyer's intended use.

4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 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 Conditions Precedent to Buyer's Obligations. 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.

PURCHASE AGREEMENT

(d) Seller granting to the Buyer at no additional cost any right of way, gas, water, sewer, and/or electric utility line easements the Buyer determines are reasonably necessary for Buyer's planned use of the Property across Seller's remaining Property.

(e) Seller granting to the Buyer at no additional cost any drainage easements the Buyer determines are reasonably necessary for Buyer's planned use of the Property across Seller's remaining property.

(f) Seller granting to the Buyer at no additional cost any easements or sufficient property for road improvements from Seller's remaining property which the Buyer determines are reasonably needed for Buyer's planned use of the property as a school site.

(g) 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.

(h) Buyer receiving any easements from Seller which Buyer determines are reasonably needed for the Buyer's intended use of the Property.

(i) Approval of funding for the purchase of the Property by the Rutherford County Commission.

(j) The simultaneous closing of the sale of the home and property at 5104 Baker Road, Murfreesboro, Tennessee to the Buyer or its assigns.

(k) 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 Conditions Precedent to Seller's Obligations. 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 and the simultaneous closing of the purchase of 5104 Baker Road, Murfreesboro, Tennessee by the Buyer or its assigns.

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; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) in the case of a willful breach by Seller after Buyer has elected to go forward beyond the Inspection Period to Closing, Buyer may bring an action against Seller for damages, after notice to Seller of such willful breach and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such willful breach.

7.2 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.

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: John L. Batey, Jr. and Melissa W. Batey
5104 BAKER RD
MURFREESBORO, TN 37129
Telephone: 838-2500
Email: melwbatey@gmail.com

With a copy to Bricke Murfree
Seller's Counsel: Murfree & Goodman, PLLC
805 South Church St, Ste 21
Murfreesboro, TN 37130
Telephone: 615-867-0835

As to Buyer: Rutherford County Board of Education
Attn: James Sullivan
Southgate Blvd.
Murfreesboro, TN 37130

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: 16 Public Square North
(if required) 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 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

8.4 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 or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.5 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.6 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 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.

8.7 Harvesting of Crops. Seller is entitled to harvest any crops on the Property before Closing, but Buyer is not responsible for any damage to crops from any testing or inspection of the Property.

8.8 Removal of property. Seller shall be allowed to remove any portion of barns or outbuildings on the Property prior to Closing.

PURCHASE AGREEMENT

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: 

Name: Terry Sharp

Title: Chairman

"SELLER"



JOHN L. BATEY, JR.



MELISSA W. BATEY

PURCHASE AGREEMENT

JOINDER OF ESCROW AGENT

1. Duties. 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. Indemnity. 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.

3. 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. Continuing Counsel. 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: _____

PURCHASE AGREEMENT

EXHIBIT "A"

PURCHASE AGREEMENT

PURCHASE ORDER**Rutherford County, Tennessee****PURCHASING DEPARTMENT:**

School Bldg Program
Phone: 615-893-5812
Fax: 615-904-3772

**V
E
N
D
O
R**
3496
Johnny M. Sullivan, Sra
1703 First Place
Suite E
Murfreesboro, TN 37129

NOTICE TO VENDOR

1. All packages, cartons or other containers must be plainly marked with the purchase order number.
2. No changes in or cancellations of this purchase order shall be recognized by the Vendor unless authorized by special form issued by the Purchasing Agent.
3. The county is not liable for Federal excise tax or state sales tax. Tax Exemption Certificate will be furnished.
4. Each shipment and/or each purchase order should be covered by separate invoice.
5. UNLESS OTHERWISE STATED, ALL PRICES ARE F.O.B. Destination.

MAIL Invoice to: **Rutherford Co. Board of Education**
ATTN: Accounts Payable
2240 Southpark Drive
Murfreesboro, TN 37128

P.O. No BP 16232

S Rutherford Co Schools Engineering
H T 2240 B Southpark Drive
I O Murfreesboro, TN 37128
P

ATTN TO: Trey Lee

Include P.O. Number on Invoices and Packages

REQUISITION NO.	DELIVERY REQUIRED	SHIP VIA	TERMS & FREIGHT	DATE ISSUED	PURCHASE ORDER NO
				09/26/2022	BP 16232
ITEM	QUANTITY	ARTICLESOR SERVICES		UNIT COST	TOTAL COST
1	1	Appraisal for the John L. Batety Property per letter 9-22-2022 Not to exceed		4000.000	\$4,000.00
		189-91300-715-SEC	\$4,000		
		189-91300-715-ELEM	\$2,000		
2	1	Appraisal for the John L. Batety Property per letter 9-22-2022 Not to exceed		2000.000	\$2,000.00
		189-91300-715-SEC	\$4,000		
		189-91300-715-ELEM	\$2,000		
				TOTAL:	\$6,000.00
ACCOUNTING INFORMATION: 189. -91300-715- SEC \$4,000.00 189. -91300-715- ELEM \$2,000.00.				AUTHORIZED SIGNATURES: <div>Approved By Brian Runion On 9/27/2022</div> <div>DIRECTOR OF SCHOOLS</div> <div>Approved By Jeanette Egly On 9/28/2022</div> <div>FINANCE DIRECTOR</div>	

Control Number 044177

PURCHASE ORDER: BP16232



PURCHASE REQUISITION

20228410246

BP 16232

Details

▼ **Requested By:** Trey Lee - **Department:** Engineering-Construction - **School:** Rutherford County School Board

Email: leetr@rcschools.net

PO Number: - **Request Date:** 09/22/2022

ADA: - **Attn:** Trey Lee

Deliver To: 2240 Southpark Drive, Murfreesboro, TN 37128

Vendor: 3496 - Johnny M. Sullivan, Sra - **Address:** 1703 First Place Suite E Murfreesboro, TN 37129

Purchasing Approved: Lynn Pater On:
9-22-2022

Finance Approved: Jeanette Egly On:
9-22-2022

▼ **Item Details - PO Type:** BP-Building Program-Fund 189-See Below

Qty	Item/Service/Description	Bid Num	Unit Price	Total
1	Appraisal for the John L. Batety Property per letter 9-22-2022		6000.00	\$6,000.00
	Not to exceed			\$0.00
				\$0.00
	189-91300-715-SEC \$4,000			\$0.00
	189-91300-715-ELEM \$2,000			\$0.00



Sub Total: \$6,000.00
Shipping: \$0.00
Order Total: \$6,000.00

▼ **Department Approvals**

Engineering Approved: Trey Lee On: 9-22-2022

PURCHASE REQUISITION



Johnny M. Sullivan, SRA

Real Estate Appraiser-Consultant

1703 First Place – Suite E
Murfreesboro, TN 37129-1599
615-895-6260
sulljohn@realtracs.com

September 22, 2022

Mr. Trey Lee
Assistant Superintendent
Rutherford County Schools
2240 Southpark Boulevard
Murfreesboro, TN 37128

Dear Mr. Lee:

Thank you for your consideration and the opportunity to perform an appraisal on a proposed 59.1-acre vacant land tract to be subdivided from a larger tract of 409 +/- acres. A second appraisal is also requested for a 2.29 - acre land parcel with an estate dwelling of over 3,600 square feet with multiple outbuilding resting on said land tract. These tracts are currently listed on the public records as being owned by John L. Batey, Jr.

These properties are considered complicated by standards produced by the Appraisal Standards Board (ASB) of The Appraisal Foundation. The proposed vacant land tract is considered development potential vacant land and the home site land parcel with multiple outbuildings and a single-family dwelling may create a "Super-Adequacy" situation as the multiple outbuildings are designed to aid a larger farm operation. That is to say 2.29 acres of land will not produce adequate agriculture utility to support the cost of multiple farm use outbuildings. Therefore, the appraiser must have the proper credentials in order to process these appraisal reports. The necessary credentials would require the appraiser to have a "State Certified General Real Estate Appraiser" certification.

- Appraisal Fee for Both AppraisalsNot to Exceed \$6,000
(Estimated Delivery, +/- 4 to 6 weeks from date of engagement; pending other assignments pending at the time of engagement and timely access to the properties).

Each Appraisal Report will be completed in a narrative format.

I understand this proposal is for the Rutherford County Board of Education; therefore, I offer my professional services to you at the above quoted fee. Please sign and return this letter if the fee is acceptable and you wish to retain my services.

Appraisal Institute

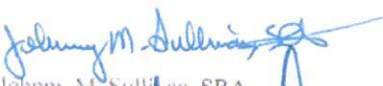
ENGAGEMENT LETTER

Mr. Trey Lee
September 22, 2022
Page 2

I intend to deliver a completed report to you within the stated time frame. Dates of delivery are subject to other work in progress and in recognition that unforeseen characteristics of any appraisal problem might render timely delivery impossible. I will make every effort to deliver all work on a timely basis. It is essential that I be provided any surveys, contracts, legal descriptions, etc.; if available. Also, a contact person and phone number for interior and exterior inspection of each property.

If you need any additional information, please contact me at 615-895-6260. Again, thank you for your consideration in allowing me to service your appraisal needs.

Sincerely,


Johnny M. Sullivan, SRA
State Certified General
Real Estate Appraiser CG - 493

Accepted: _____


Signature

9-27-2022
Date

— Johnny M. Sullivan, SRA —

ENGAGEMENT LETTER

PROPERTY TAX INFORMATION:

OWNER: JOHN L. BATEY, JR. and
MELISSA W. BATEY
5104 Baker Road
Murfreesboro, TN 37129

THIS INSTRUMENT PREPARED BY:

SANDRA Y. TRAIL, Attorney
107 North Maple Street
Murfreesboro, TN 37130

From information furnished
by the parties.

SEND TAX BILLS TO: Same

Map: 071
Parcel: 030.00

QUITCLAIM DEED

Record Book
548 Pg 1888

KNOW ALL MEN BY THESE PRESENTS that I, JOHN L. BATEY, JR., also known as JOHN LOCKE BATEY, JR., for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, have bargained and sold and hereby remise, release and forever quitclaim unto JOHN L. BATEY, JR. and wife, MELISSA W. BATEY, as tenants in common and not as tenants by the entirety, their heirs and assigns, all of my right, title and interest in and to those certain parcels of land located in Rutherford County, Tennessee, which parcels are more particularly described as follows:

PARCEL ONE:

BEGINNING in the center of the Public Road that runs northward from Blackman to Peeples farm, and the northeast corner of the old County School, now Church of Christ lot, the southeast corner of this tract; running thence with center of said road North 6° West 111.6 poles to a point in said road in line with fence leading North 85-1/2° West; thence with said fence line, 137 poles to the intersection of a fence line running South 2-3/4° West; thence with said line, 87.8 poles to a cedar post at a southwest corner of this tract; thence South 85-3/4° East 43 poles to the point of fence intersection that runs South 1-1/2° West; thence with said fence 26.1 poles to a cedar post at the southeast corner of Tract No. 4 of the Division of lands of G.W. Haynes estate which has been conveyed to Riggs brothers, in the north line of the Batey farm; thence with north line of this tract and the north line of the Church lot South 87-1/4° East 110.7 poles to the point of beginning, containing 95.75 acres, and being Tract No. 1, of the survey of the G.W. Haynes lands made by John D. Kerr, County Surveyor in December, 1956.

PARCEL TWO:

BEING a tract of cedar land which is bounded on the South and East by lands of John L. Batey and by Road; on the North by lands of John Franklin Rowlett; and on the West by lands of Richardson and Mrs. Howard Lane; and containing 100 acres, more or less, but no guarantee of acreage, or quantity is made in this conveyance.

PARCELS ONE and TWO above being the same property devised to John Locke Batey, Jr. by John Locke Batey who died testate and whose Will is of record in Will Book 22, page 375 of the County Clerk's Office for Rutherford County, Tennessee.

WARRANTY DEED/LEGAL DESCRIPTION,

PARCEL THREE:

Beginning on a stake in the middle of the OLD NASHVILLE and Shelbyville Road, and running thence with the middle of a public road, North 68 degrees West 137 poles to a stake; thence South 2 degrees West 53 poles to a stake; thence North 88 degrees West 41 poles to a stake, the northwest corner of Lot 6, of the division of the A.W. Blackman lands; thence with the West line of Lot 6, South 2 degrees West 201 poles to a stake in Will Harding's North line; thence with same, North 88 degrees West 124 poles to a stake; thence North 9 degrees East 207 poles to a stake; thence North 88 degrees West 156 poles to a stake; thence North 2 degrees East 40 poles to a stake; thence South 87 degrees East 146 poles to a stake; thence North 12 degrees West 28 poles to a stake in the middle of public road; thence with middle of same, South 67 degrees East 71 poles; North 65 degrees East 8 poles; South 70 degrees East 50 poles; thence leaving road North 2 degrees East 19-1/2 poles to a stake in Haynes' (formerly Mrs. Mary Blackman's) South line; thence with same South 88 degrees East 152 poles to a stake, the northwest corner of school lot; thence with west line of same, South 9 degrees East 16 poles to a stake, the southwest corner of same school lot; thence South 88 degrees East 20 poles to a stake in the middle of road; thence with same, South nine degrees East 9-1/2 poles to the beginning, containing 261 acres, more or less.

EXCEPTED AND RESERVED from this tract is the house and approximately 3.6 acres of land conveyed by John L. Batey and John L. Batey, Jr. and wife, Melissa W. Batey, to John L. Batey and wife, Annie Jamison Batey, by deeds of record in Deed Book 386, page 290, and Deed Book 386, page 292, of the Register's Office for Rutherford County, Tennessee.

PARCEL THREE above being the same property devised to John L. Batey, Jr. by Fannie Batey Talley who died testate and whose Will is of record in Will Book 18, page 49, of the County Clerk's Office for Rutherford County, Tennessee, and to John Locke Batey, Jr. by Annie Jamison Batey who died testate and whose Will is probated at Will Book 30, page 811, of the County Clerk's Office for Rutherford County, Tennessee.

Said property is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

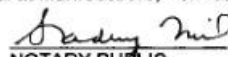
WITNESS my hand and seal this 15th day of September, 2005.


JOHN L. BATEY, JR.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, a Notary Public in and for said County and State, the within named JOHN L. BATEY, JR., the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Murfreesboro, Tennessee this 15th day of September, 2005.


NOTARY PUBLIC
My commission Expires: 1/25/06



WARRANTY DEED/LEGAL DESCRIPTION

AFFIDAVIT OF VALUE

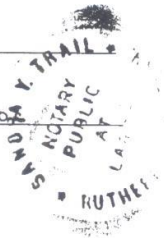
I hereby swear or affirm that no consideration was given for this Quitclaim Deed.

Melissa Baty
AFFIANT

Sworn to and subscribed before me, on this 15th day of September, 2005.

Shirley M. Trail
NOTARY PUBLIC

My Commission Expires: 11/25/07



Record Book
548 Pg 1890

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 446790 Instrument 1371827
Rec'd: 15.00 NBK: 81 Pg 748
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 9/28/2005 at 3:03 PM
Total: 17.00 in Record Book
548 Pages 1888-1890

WARRANTY DEED/LEGAL DESCRIPTION



QUALIFICATIONS OF JOHNNY M. SULLIVAN, SRA

MAILING ADDRESS: 1703 First Place, Ste. E, Murfreesboro, TN 37129-1599

DATE OF BIRTH: September 26, 1953

SOCIAL SECURITY NUMBER: Available Upon Request

STATE CERTIFICATION: Tennessee Certified General Appraiser....CG-493

EMPLOYER: Self-Employed Fee Appraiser, Associated with Appraisal Associates, 1703 First Place, Ste. E, Murfreesboro, TN 37129-1599, Office (615) 895-6260, Mobile (615) 812-5188, Home (615) 890-0812

PRESENT POSITION: Fee Appraisal Assignments - Residential and Commercial Properties

PROFESSIONAL EXPERIENCE:

July 1978 to June 1990 - Staff Appraiser, Cavalry Banking (formerly Murfreesboro Federal Savings and Loan Association), P.O. Box 188, Murfreesboro, TN 37133-0188

October 1975 to July 1978 - Division of Property Assessments, State of Tennessee

July 1974 to July 1975 - Salesman, Moore's Building Supplies, 802 W College St., Murfreesboro, TN 37130

ACADEMIC EDUCATION: Bachelor of Science Degree from Middle Tennessee State University, Murfreesboro, TN 37132 - August 1975. Degree in Business Education/Tennessee Teacher's Certificate

APPRAISAL EDUCATION: The Appraisal Institute requires continuing education for its Designated Members to remain certified; I am currently certified. Examination was optional/required for the following list of courses:

Inconsistency: It's Hiding in Plain Sight in Your Appraisal November 2021

Residential Market Analysis and Highest & Best Use August 2021

7 Hour National USPAP Update Course-January 2020

Examining Property Rights & Its Implications on Valuation September 2019

Residential Measuring Standards & GLA or Not? August 2019

Fall Real Estate Symposium November 2018

Appraiser Complaints & How to Avoid Disciplinary Actions-July 2018

Current Appraisal Topics-April 2018

7 Hour National USPAP Update Course-January 2018

Introduction to Litigation Valuation & the Appraiser as an Expert Witness-August 2017

Appraisal Review-June 2017

Supervisor Appraiser & Trainee Responsibilities, TN - May 2017

Business Practice and Ethics - March 2017

7 Hour National USPAP Update Course-March 2016

Introduction to Vineyard & Winery Valuation - April 2015

Understanding Today's Regulatory Environment TREAC 2015 Update, Appraiser Legislative Update.

How to Utilize Statistics Effectively in an Appraisal - Brentwood, TN - May 2014

Commercial Appraisal Engagement & Review Seminar for Bankers & Appraisers - January 2014

Residential Applications: Using Technology to Measure & Support Assignment Results - November 2013

Litigation Appraising: Specialized Topics and Applications, Murfreesboro, TN - August 2005

The Appraiser as Expert Witness, Murfreesboro, TN - August 2004

Condemnation Appraising/Advanced Topics and Applications, Course 720, Murfreesboro, TN - August 2003

Condemnation Appraising/Basic Principles and Applications, Course 710, Murfreesboro, TN - August 2002

Standards of Professional Practice, Part C, Appraisal Institute, Nashville, TN - September 2001

Standards of Professional Practice, Parts A & B, Appraisal Institute, Brentwood, TN - October 1995

IBB Cap Theory & Tech, Part B, Income Capitalization, Appraisal Institute, Nashville, TN - April 1992

IBA Cap Theory & Tech, Part A, Income Capitalization, Appraisal Institute, Nashville, TN - March 1992

Income Capitalization of Real Estate, Academy of Real Estate Appraisers (AREA), Nashville, TN - September 1991

APPRAISAL SEMINARS: Various seminars are offered by the Appraisal Institute and should be attended to remain current. The following are seminars attended in last 15 years. State Certified and Appraisal Institute designated course requirements were maintained during the years 1980-1999.

Johnny M. Sullivan, SRA

QUALIFICATIONS OF JOHNNY M. SULLIVAN, SRA



National Uniform Standards of Professional Appraisal Practice (USPAP) Course – February 2014
National Uniform Standards of Professional Appraisal Practice (USPAP) Course – February 2013
2009-2012 Code-of-Ethics Seminar – November 2012
The Lending World in Crisis-What Clients Need Their Appraisers to Know Today, Nashville, TN – January 2012
Understanding and Testing DCF Valuation Models, Nashville, TN – December 2011
Uniform Appraisal Dataset / Fannie Mae Freddy Mac, Murfreesboro, TN – July 2011
Appraising Distressed Commercial Real Estate, Nashville, TN – January 2011
Hot Topics in Residential Appraisal, Nashville, TN – April 2010
Introduction to Valuation for Financial Reporting, Nashville, TN – February 2010
Business Practices and Ethics, Nashville, TN – December 2009
Appraising Convenience Stores, Nashville, TN – October 2009
National USPAP Update, Nashville, TN – June 2009
Liability Management for Residential Appraisers, Franklin, TN – May 2008
Quality Assurance in Residential Appraisals: Risky Appraisals = Risky Loans, Murfreesboro, TN – April 2007
Hypothetical Conditions and Extraordinary Assumptions, Murfreesboro, TN – April 2007
National USPAP Update Course, Nashville, TN – March 2007
Scope of Work: Expanding Your Range of Services, Murfreesboro, TN – September 2006
Uniform Residential Appraisal, Murfreesboro, TN – August 2005

ASSOCIATION MEMBERSHIPS:

Three, 3-year terms Board Member-Nashville-Middle TN Chapter, a.k.a. Greater TN Chapter, Appraisal Institute
Designated Member of the Appraisal Institute (created from the merger of SREA and AIREA)
Senior Residential Appraiser (SRA)
Tennessee Housing Development Agency (THDA)
Tennessee Real Estate Commission - License Retired
Rutherford County Board of Realtors

COURTS – QUALIFIED EXPERT: Chancery Court – Rutherford, Williamson, Wilson & Smith Co.; General Sessions – Rutherford County

APPROVED APPRAISER: FNMA, FHLMC, THDA, MidSouth Bk, First National Bk of McMinnville, Independence Bk of Owensboro, Ky., Pinnacle Bk, First Tennessee National Bk, Bank of America, SunTrust Bk, First Bank, Regions Bank, CitiCorp, Capital Bk Trust, Guaranty Trust Co., Synovus Bk (a.k.a. Bank of Nashville), American City Bk, Farm Credit Mid America, Regions Mortgage, Inc.; Cleveland Bank & Trust Co., City Bank & Trust, McMinnville; Farmers Bank of Cornersville, South Trust, U.S. Bk, and other mortgage companies. Other clients include the City of Murfreesboro, Rutherford Co., Consolidated Utility District, Middle Tennessee Electric Membership Cooperation, Town of Smyrna, City of LaVergne, City of Manchester, City of Tullahoma, local authorities, U.S. Army Corp of Engineers, State of Tennessee Real Estate Management Office, Certified Public Accountants, various Attorneys, and other professionals.

RELATED PAST EMPLOYMENT:

Employed by Cavalry Banking (Currently known as Pinnacle Bank) as a Senior Staff Appraiser appraising all types of real estate.

Employed by the Division of Property Assessments as a Real Estate Appraiser with emphasis placed on Mass Appraisal Technique as related to Appraisals for Advalorem Tax purposes.

Employed by Moores Building Supplies as a Building Materials Salesman, this familiarized me with building procedures, contractors, materials, and the building industry in general.

PAST DUTIES: Duties as Senior Staff Appraiser included primarily residential appraisals (both existing and proposed cases) and numerous commercial property appraisals. Also responsible for construction loan disbursements during the construction process, which involved personal on-site inspections to estimate the percentage of completion and to assure conformity with the plans and specifications as submitted.

Johnny M. Sullivan, SRA

QUALIFICATIONS OF JOHNNY M. SULLIVAN, SRA

RUTHERFORD COUNTY POPULATION GROWTH

	1970	1980	1990	2000	2010	2021	PROJECTED 2024
COUNTY	59,428	84,058	118,570	182,023	262,604	352,182	392,336
Murfreesboro	26,360	32,845	44,922	68,816	108,755	157,519	163,340
Smyrna	5,698	8,839	13,647	25,569	39,974	55,518	63,355
LaVergne	*N/A	5,495	7,499	18,687	32,588	39,091	44,765
Eagleville	437	444	462	464	604	744	811

Note: LaVergne was incorporated in 1972.

*Note: LaVergne did not participate in this census.

GROWTH CHART

PERMIT CHART - YEAR-TO-DATE

Total Permits up-to-date thru December 2021

MURFREESBORO

YEAR	TOTAL	SGL FAM	PERC. CHG.	MUL FAM	INDUS/ COMM	IND/COM. \$ AMT.	TOTAL**	TOTAL*	SGL FAM	PERC. CHG.	MUL FAM	INDUS/ COMM.	IND/COM. \$ AMT.
2006-^	4,113	1,597		2,447	69	109,124,899	#REF!	#REF!	894		1	20	6,704,785
2009	576	379	76.3%	167	30	82,841,563	#REF!	#REF!	343	61.6%	0	12	2,634,397
2010	508	298	81.3%	184	26	30,856,871	1,145	795	322	64.0%	0	7	2,807,149
2011	425	406	74.6%	0	19	37,237,890	1,010	854	336	40.6%	0	17	6,711,314
2012	1,017	536	#REF!	464	17	49,041,364	1,797	1,259	531	40.6%	0	17	7,104,330
2013	1,626	711	55.5%	889	26	48,210,493	2,586	1,469	556	37.8%	0	6	1,227,821
2014	1,868	821	48.6%	1,023	24	64,844,373	2,955	1,726	633	29.2%	0	14	2,775,739
2015	2,367	1,142	28.5%	1,185	40	76,898,127	3,498	2,083	620	#REF!	0	16	30,162,250
2016	1,898	1,431	#REF!	514	60	119,949,916	3,395	2,561	698	#REF!	0	11	1,990,951
2017	2,258	991	30.7%	1,233	34	57,621,276	3,950	2,281	785	-12.5%	0	18	4,955,962
2018	2,794	1,503	-51.7%	1,247	44	85,169,580	4,423	2,793	664	15.4%	0	28	13,982,762
2019	2,314	1,325	11.84%	941	48	80,667,287	4,020	2,800	859	-29.37%	2	14	6,747,676
2020	680	664	49.89%	8	26	44,774,559	1,233	1,082	351	59.14%	0	4	547,457
2021	2,378	1,670	N/A	552	51	241,208,416	N/A	N/A	N/A	N/A	0	12	N/A

^ - Year 2006 is Base Year for Percentage Change

**Total of All Permits Issued County & All Cities

SMYRNA

YEAR	TOTAL	SGL FAM	MUL FAM	INDUS/ COMM.	IND/COM. \$ AMT.	TOTAL	SGL FAM	MUL FAM	INDUS/ COMM.	IND/COM. \$ AMT.
2006-^	769	555	99	115	69,286,488	595	551	0	44	20,397,000
2009	203	97	39	67	57,466,677	105	78	85.8%	27	2,702,864
2010	164	95	19	50	60,590,341	94	57	89.7%	37	8,619,430
2011	166	87	5	74	106,698,156	66	25	95.5%	41	19,492,096
2012	361	149	150	62	25,657,691	80	43	92.2%	37	6,820,831
2013	314	151	75	88	14,124,210	84	51	90.7%	24	2,543,412
2014	323	175	80	68	28,523,644	117	97	82.4%	20	12,073,791
2015	351	211	66	74	71,127,889	144	110	80.0%	34	46,750,800
2016	430	250	93	87	164,875,436	251	182	#REF!	69	76,278,000
2017	566	248	236	82	36,778,121	323	257	-41.2%	66	49,621,000
2018	545	310	149	86	90,490,399	392	316	-22.96%	76	55,134,000
2019	596	449	70	77	68,034,386	235	167	47.15%	68	52,658,931
2020	278	160	30	88	7,891,661	74	52	68.86%	22	43,803,852
2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

^ - Year 2006 is Base Year for Percentage Change