AMENDED RESOLUTION

AN AMENDED RESOLUTION OF THE BOARD OF EDUCATION OF KNOX COUNTY, TENNESSEE, TO SURPLUS A SMALL PARCEL OF PROPERTY ON THE FULTON HIGH SCHOOL CAMPUS TO FACILITATE THE CITY OF KNOXVILLE'S WOODLAND AVENUE SIDEWALK PROJECT, AND CERTIFY IT IS NOT BEING USED FOR SCHOOL PURPOSES

RESOLUTION: **26-001 to Amend R # 25-007(A)**

PREPARED BY:
KNOX COUNTY LAW DIRECTOR'S OFFICE and APPROVED AS TO FORM AND CORRECTNESS:

GARY T. DUPLER
DEPUTY LAW DIRECTOR

BOARD APPROVED: 2/5/2026
DATE

MINUTE BOOK _____ **PAGE** ____

WHEREAS, the Knox County Board of Education has exclusive custody and control of property adjacent to Woodland Avenue in Knoxville, Knox County, Tennessee, as part of the Fulton High School campus.

WHEREAS, the City of Knoxville desires to obtain an acquisition of a small section of the Fulton High School campus and obtain easements on a larger portion for the Woodland Avenue Sidewalk Project, and the Knox County Board of Education must surplus said small section before Knox County, Tennessee, may enter into a contract for the project; and

WHEREAS, the property in question is approximately 18 Sq. Ft. of Fee Simple Acquisition, 13,981 Sq. Ft. of Temporary Construction Easement, and 5,229 Sq. Ft. of Temporary Slope Easement, and all improvements within the Acquisition Areas and within certain real property situated in Knox County Tennessee, being located at (2509 N. Broadway Street Knoxville, TN 37917), CLT No. (081EB1.00), and being more particularly described in the deed whereby Seller acquired the property, which is recorded as Book 2205 Page 1005 in the

Register's Office for Knox County, Tennessee. The irregular-shaped property for fee simple acquisition is located at the corner of Woodland Avenue and Saint Mary Street.

WHEREAS, attached documents are the proposed agreement of sale, tract surveys, project description, appraisal, and any applicable changes; and

WHEREAS, The Knox County Board of Education is not using the small irregular-shaped property for any Knox County Schools purposes and has no intention or proposals to use such property. The surplus of said property shall allow it to be under the direct control of Knox County, Tennessee and allow for its sale/donation to the City of Knoxville for the aforementioned sidewalk project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF KNOX COUNTY:

SECTION 1: As of October 2, 2025, the Knox County Board of Education hereby declares as surplus the irregular-shaped property of approximately 18 Sq. Ft. as described herein and in the collective attachments. According to the proposed Agreement of Sale, Knox County, Tennessee, intends to donate this small parcel to the City of Knoxville.

SECTION 2: As of October 2, 2025, the Knox County Board of Education agrees to allow the 13,983 Sq. Ft. of Temporary Construction Easement, and 5,227 Sq. Ft. of Temporary Slope Easement as described herein and in the collective attachments. According to the proposed Agreement of Sale, the City of Knoxville is paying a projected amount to restore fencing and funds from such allowance and transaction are to be provided to the Knox County Board of Education to repair and restore the fencing on the property and to benefit Fulton High School.

SECTION 3: This Resolution shall take effect from and after its passage, the welfare of the Knox County Board of Education, and the schools it serves, requiring it.

Kristi Kristy

Chair, Knox County Board of Education

2/5/2026

Date

Received: County Clerk Date

City of Knoxville
Real Estate Management
AGREEMENT OF SALE

THIS AGREEMENT, made this ___day of _____, 20___, by and between, ***(Knox County)***, hereafter called "Seller" and the City of Knoxville, a Tennessee municipal corporation, hereafter called "Buyer", shall continue for a period of Ninety (90) days from the date of execution. As a part of the ***Woodland Ave. Sidewalk Project from SR-33 (US-411, North Broadway) to West Glenwood Street*** *Federal Project Number* ***STP-M-9109(192)*** *State Project Number* ***47LPLM-F2-209*** *PIN* ***128306.00)***, Seller agrees to donate **(18) Sq. Ft. of Fee Simple Acquisition,** ***(13,981)*** **Sq. Ft. of Temporary Construction Easement, (5,229) Sq. Ft. of Temporary Slope Easement.** The Buyer agrees to purchase for the price and upon the terms and conditions hereinafter recited all improvements - fencing $67,830 (totaling $68,000 rounded) and within the Acquisition Areas and within certain real property situated in Knox County Tennessee, being located at ***(2509 N. Broadway Street Knoxville, TN 37917)***, CLT No. ***(081EB1.00)*** and being more particularly described in the deed whereby Seller acquired the property, which is recorded as **Book 2205 Page 1005**. in the Knox County Register's Office, to which deed specific reference is made for a more particular description of the property.

By this instrument the Grantors hereby convey an easement for the construction of the above referenced project. The title to the above described real property remains vested in the Grantor and is to be used by the City of Knoxville, its agents, contractors or its assigns for a period of **three (3) years** from and after the commencement of construction, or upon completion, whichever comes first.

As a part of the *(Woodland Avenue Sidewalk Project PIN Number* ***128306.00)***, Buyer agrees that *(Describe any and all exceptions or property owner requirements. Prior approval is required by City Engineering):*

a. _____;
b. _____and
c. _____.

1. The total purchase price for the Fee Simple Acquisition, Temporary Construction Easement, and improvements within the Acquisition Areas is ***Sixty Eight Thousand Dollars ($68,000)***. The purchase price is payable to Seller at the closing.

2. Sellers shall maintain hazard insurance on the property, in the amount of the purchase price through date of closing and shall bear the risk of loss to the property by fire, windstorm, or similar casualty, until delivery of the deed at closing. In the event of a casualty loss in excess of Seller's insurance coverage, Buyer may elect to declare this agreement of no force or effect and Seller shall thereupon refund to Buyer any monies previously given by Buyer to Seller.

3. Seller shall convey by Right-of-Entry and Temporary Construction Easement to Buyer, subject to the restrictions, easements, covenants and servitudes of record.

4. It is expressly understood and agreed that this agreement contains the entire agreement between Seller and Buyer and that, except as otherwise provided herein, there are no oral or collateral conditions, agreements or representations, all such having been incorporated and resolved into this agreement. All conditions of this agreement shall be satisfied at or before the closing.

5. Time is of the essence with respect to all matters to be performed pursuant to this agreement.

6. The sale is to be closed within (90) days of the execution of this document pending City Council approval. Possession shall be given immediately and the following adjustments shall be made at closing, as of the closing date:

   (1) Buyer is authorized to deduct from the purchase price the balance of any outstanding mortgages and liens on the property, and to pay such balance directly to the holder(s) of such mortgages or liens at the closing. The amount of any such deductions from the purchase price and payments to the holder(s) of outstanding mortgages or liens shall be a credit to the purchase price.

   (2) Seller is responsible for the cost for preparation of the deed of conveyance, their share of the closing fee, and any title curative documents, if required.

(3) Property taxes for the current year will be prorated as of the date of the closing. Seller shall pay any delinquent taxes at the closing, which shall be disbursed to Buyer at the closing by the closing agent.

(4) Any and all lease arrangements, if any, on the subject property must be canceled and the property must be completely unoccupied prior to closing, and all of Seller's personal property shall be removed, unless otherwise agreed to by Buyer in writing.

(5) The closing will be conducted by Tennessee Valley Title Insurance Company, 1500 First Tennessee Plaza, 800 S. Gay St., Knoxville, TN or at such other location within the City of Knoxville as Buyer may direct.

7. The Seller states in the following space(s) the name(s) of any Lessee of any part of the property to be conveyed and the name(s) of any other parties having any interest of any kind in said property:

_____ _____

_____ _____

8. Notices shall be given between the parties in writing, and shall be delivered to the addresses of the parties set forth below their respective signatures. All Notices shall be either personally delivered, or mailed through the U. S. Postal Service, postage prepaid, in a sealed envelope, certified mail, return receipt requested. Notices shall be deemed given when personally delivered, or the day following deposit in the U. S. Postal Service as aforesaid.

IN WITNESS WHEREOF, this agreement has been executed by Seller and Buyer on the date set out below their respective signatures hereto.

"BUYER"	"SELLER"
For: City of Knoxville	*Owner(s) Name*
Print Name: _____	By: _____
Sign: _____	Its: _____
Title: _____	Tax ID #: _____
DATE: _____	Date: _____
Buyer's Address for Notices: City of Knoxville Engineering 3131 Morris Avenue Knoxville, Tennessee 37909	**Seller's Address for Notices:** _____ _____ _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of February, 2026 as reflected in its minutes, and certified by its Chairperson.

Kristi Kristy

Kristi Kristy, Chair

Date: 2-5-2026

KNOX COUNTY GOVERNMENT

Glenn Jacobs, Mayor

Date: 2/12/26

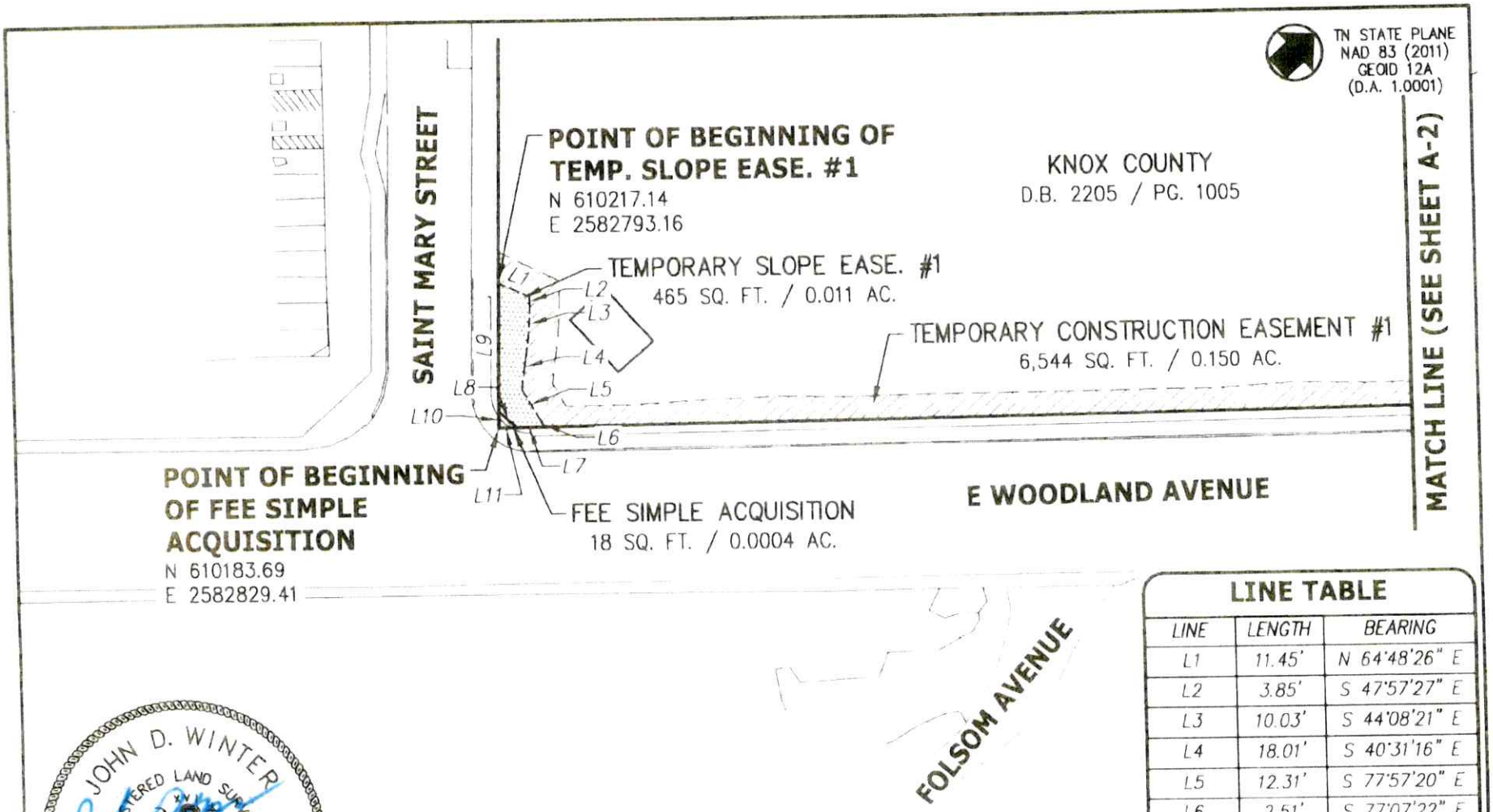
KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-646

APPROVED AS TO LEGAL FORM

Gary Dupler, Deputy Law Director

Date: 1/25/2026



LINE TABLE		
LINE	LENGTH	BEARING
L1	11.45'	N 64°48'26" E
L2	3.85'	S 47°57'27" E
L3	10.03'	S 44°08'21" E
L4	18.01'	S 40°31'16" E
L5	12.31'	S 77°57'20" E
L6	2.51'	S 77°07'22" E
L7	9.17'	S 40°48'14" W
L8	8.37'	S 83°35'25" W
L9	43.64'	N 47°18'07" W
L10	5.69'	N 47°18'07" W
L11	6.33'	S 40°48'13" W

JOHN D. WINTER
REGISTERED LAND SURVEYOR
TENNESSEE No. 2717
AGRICULTURE
COMMERCE
1/27/2025

EASEMENT NOTES:

1. This easement document was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

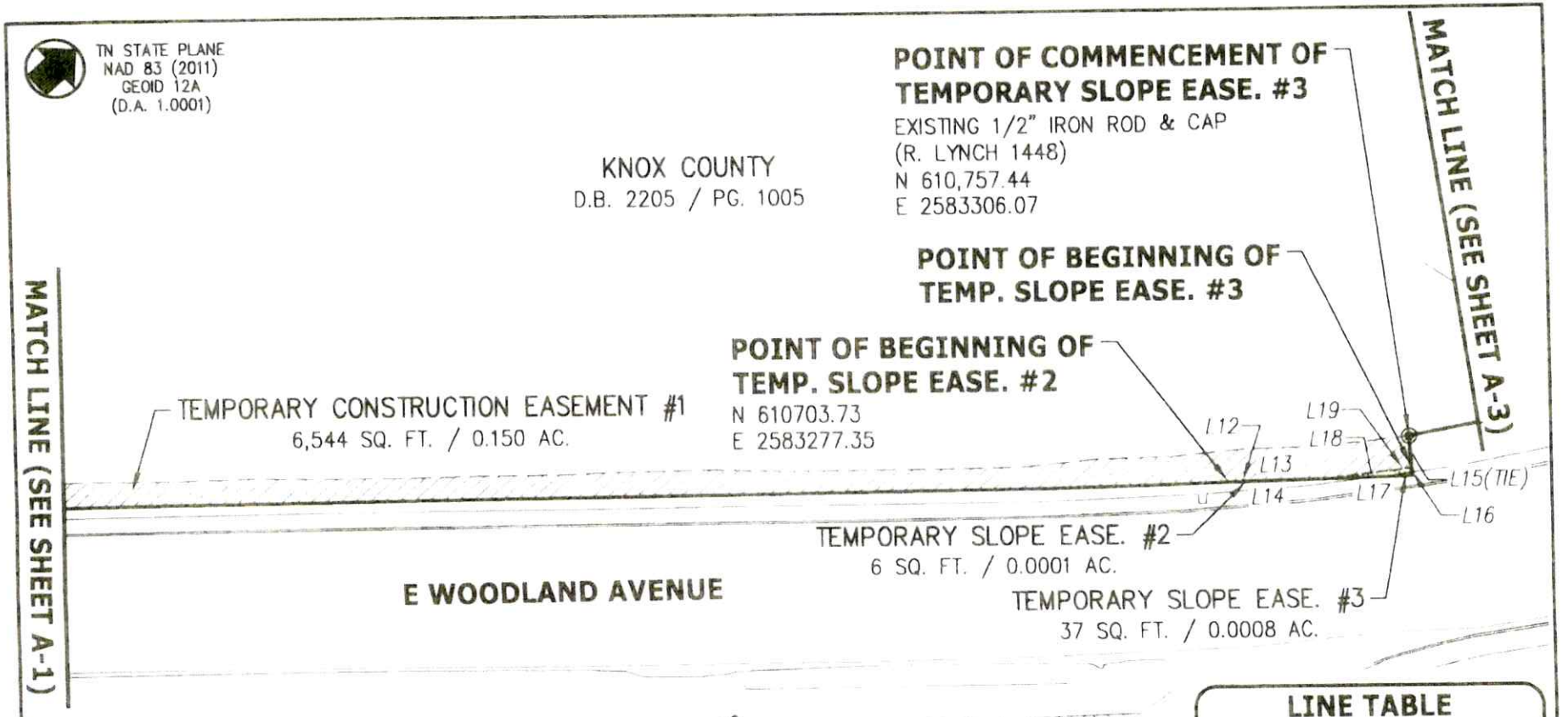
CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

Exhibit "A-1" Tract 28

WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

County of Knox Map No.: ------
Tax Map No. 81-E "B" Parcel No. 1.00
Deed Book: 2205 Page: 1005
District 7 Ward 17 City Block 17702
Scale: 1"=50' Date: 1/27/2025

CCI# 00899-0021



JOHN D. WINTER
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 2717
1/27/2025

EASEMENT NOTES:

1. This easement document was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

LINE TABLE

LINE	LENGTH	BEARING
L12	6.57'	N 36°25'47" E
L13	22.30'	N 41°05'32" E
L14	28.85'	S 40°01'55" W
L15(TIE)	9.93'	S 52°13'57" E
L16	2.64'	S 52°13'58" E
L17	28.84'	S 40°01'55" W
L18	23.83'	N 34°56'16" E
L19	5.03'	N 34°03'37" E

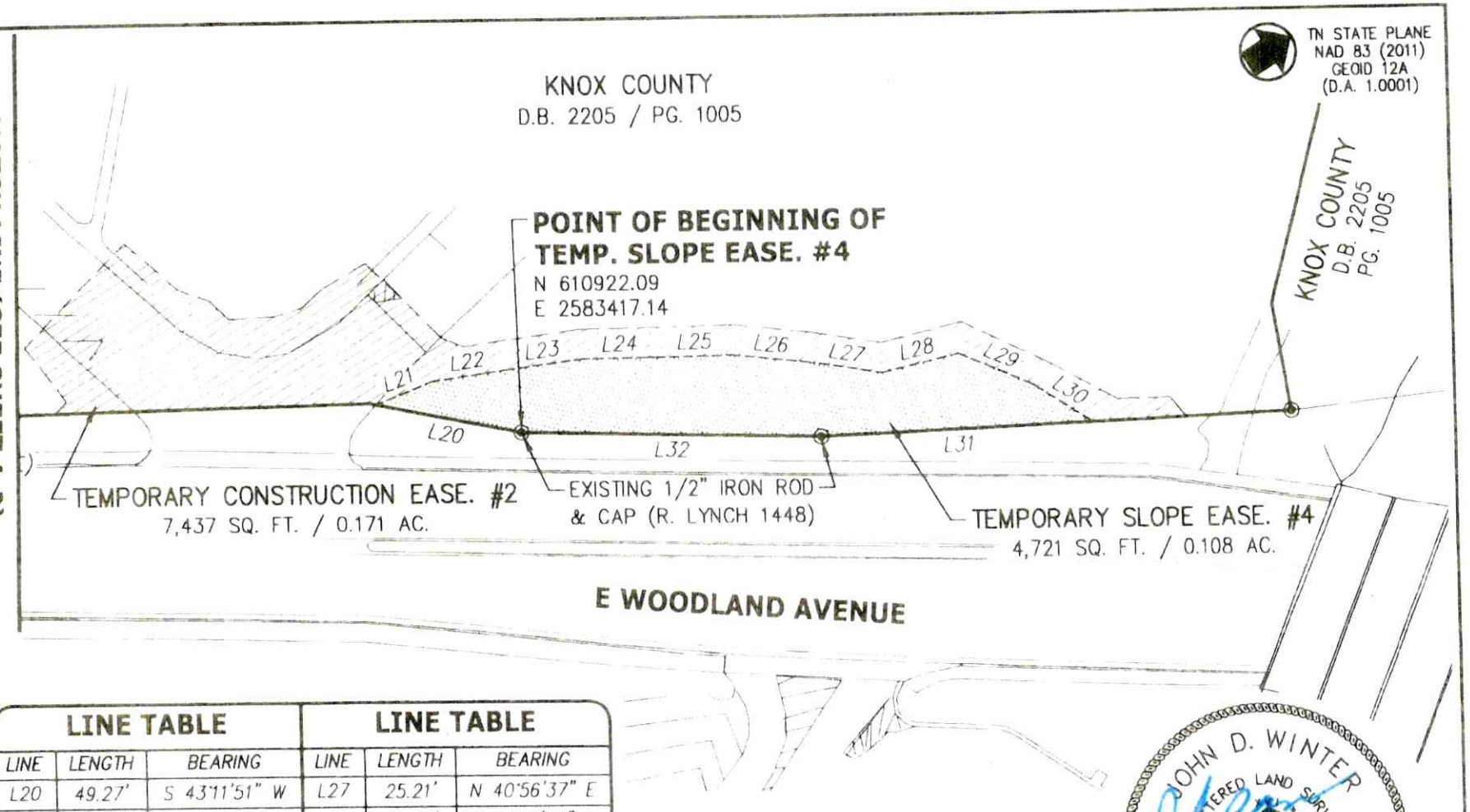
CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cconcorp.com

Exhibit "A-2" Tract 28

WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

County of Knox Map No.: -------
Tax Map No. 81-E "B" Parcel No. 1.00
Deed Book: 2205 Page: 1005
District 7 Ward 17 City Block 17702
Scale: 1"=50' Date: 1/27/2025

CCI# 00899-0021



LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L20	49.27'	S 43°11'51" W	L27	25.21'	N 40°56'37" E
L21	20.35'	N 10°06'07" E	L28	25.92'	N 18°13'20" E
L22	25.37'	N 23°44'51" E	L29	26.95'	N 55°26'56" E
L23	25.32'	N 24°23'47" E	L30	23.28'	N 64°29'48" E
L24	25.02'	N 31°13'31" E	L31	90.21'	S 29°36'39" W
L25	25.03'	N 30°50'04" E	L32	100.05'	S 33°23'23" W
L26	25.08'	N 38°08'50" E			

EASEMENT NOTES:

1. This easement document was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

JOHN D. WINTER
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
1/27/2025
TENNESSEE No. 2717

CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

Exhibit "A-3" Tract 28

WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

County of Knox Map No.: ------
Tax Map No. 81-E "B" Parcel No. 1.00
Deed Book: 2205 Page: 1005
District 7 Ward 17 City Block 17702
Scale: 1"=50' Date: 1/27/2025

CCI# 00899-0021

EXHIBIT "B"
WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

LEGAL DESCRIPTION
KNOX COUNTY
2509 N. BROADWAY
TRACT 28

Situated in the Seventh (7th) Civil District of Knox County, Tennessee, within the 17th Ward of the City of Knoxville and being a Fee Simple Acquisition and Temporary Slope Easements with associated Temporary Construction Easements crossing a portion of Tax Parcel 1.00 on Tax Map 81-E "B" (Deed Book 2205, Page 1005), more particularly described as follows:

FEE SIMPLE ACQUISITION

BEGINNING on a point at the intersection of the northwestern right-of-way line of E Woodland Avenue with the northeastern right-of-way line of Saint Mary Street, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,183.69, Easting 2,582,829.41;

Thence with the northeastern right-of-way line of Saint Mary Street, N 47° 18' 07" W, 5.69 feet to a point;

Thence leaving the northeastern right-of-way line of Saint Mary Street and with the remaining lands of the subject tract, S 83° 35' 25" W, 8.37 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 40° 48' 13" W, 6.33 feet to the Point of **BEGINNING**.

Containing 18 square feet or 0.0004 acres, more or less.

The above, described property is hereby conveyed in fee simple.

TEMPORARY SLOPE EASEMENT #1

BEGINNING on a point in the northeastern right-of-way line of Saint Mary Street, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,217.14, Easting 2,582,793.16;

Thence leaving the northeastern right-of-way line of Saint Mary Street and with the remaining lands of the subject tract, the following six (6) calls:

1. N 64° 48' 26" E, 11.45 feet to a point;

2. S 47° 57' 27" E, 3.85 feet to a point;

3. S 44° 08' 21" E, 10.03 feet to a point;

4. S 40° 31' 16" E, 18.01 feet to a point;

5. S 77° 57' 20" E, 12.31 feet to a point;

6. S 77° 07' 22" E, 2.51 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 40° 48' 14" W, 9.17 feet to a point;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract, S 83° 35' 25" W, 8.37 feet to a point at the northeastern right-of-way line of Saint Mary Street;

Thence with the northeastern right-of-way line of Saint Mary Street, N 47° 18' 07" W, 43.64 feet to the Point of **BEGINNING**.

Containing 465 square feet or 0.011 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY SLOPE EASEMENT #2

BEGINNING on a point in the northwestern right-of-way line of E Woodland Avenue, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,703.73, Easting 2,583,277.35;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract, the following two (2) calls:

1. N 36° 25' 47" E, 6.57 feet to a point;

2. N 41° 05' 32" E, 22.30 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 40° 01' 55" W, 28.85 feet to the Point of **BEGINNING**.

Containing 6 square feet or 0.0001 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY SLOPE EASEMENT #3

Commencing on an existing 1/2 inch iron rod and cap (R. Lynch 1448) in the northwestern right-of-way line of E Woodland Avenue, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,757.44, Easting 2,583,306.07;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 52° 13' 57" E, 9.93 feet to a point, said point being the Point of **BEGINNING**;

Thence continuing with the northwestern right-of-way line of E Woodland Avenue, the following two (2) calls:

1. S 52° 13' 58" E, 2.64 feet to a point;

2. S 40° 01' 55" W, 28.84 feet to a point;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract, the following two (2) calls:

1. N 34° 56' 16" E, 23.83 feet to a point;

2. N 34° 03' 37" E, 5.03 feet to the Point of **BEGINNING**.

Containing 37 square feet or 0.0008 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY SLOPE EASEMENT #4

BEGINNING on an existing 1/2 inch iron rod and cap (R. Lunch 1448) at the northwestern right-of-way line of E Woodland Avenue, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,922.09, Easting 2,583,417.14;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 43° 11' 51" W, 49.27 feet to a point;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract the following ten (10) calls:

1. N 10° 06' 07" E, 20.35 feet to a point:

2. N 23° 44' 51" E, 25.37 feet to a point:

3. N 24° 23' 47" E, 25.32 feet to a point;

4. N 31° 13' 31" E, 25.02 feet to a point;

5. N 30° 50' 04" E, 25.03 feet to a point;

6. N 38° 08' 50" E, 25.08 feet to a point;

7. N 40° 56' 37" E, 25.21 feet to a point;

8. N 18° 13' 20" E, 25.92 feet to a point;

9. N 55° 26' 56" E, 26.95 feet to a point;

10. N 64° 29' 48" E, 23.28 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, the following two (2) calls:

1. S 29° 36' 39" W, 90.21 feet to an existing 1/2 inch iron rod and cap (R. Lynch 1448);

1. S 33° 23' 23" W, 100.05 feet to the Point of **BEGINNING**.

Containing 4,721 square feet or 0.108 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY CONSTRUCTION EASEMENTS

BEING Temporary Construction Easements lying immediately adjacent to the Proposed Slope Easements and northwestern right-of-way line of E Woodland Avenue as described above and as depicted by Exhibits "A-1", "A-2" and "A-3", said easements contain a total of 13,981 square feet or 0.321 acres, more or less.

The above described property is hereby conveyed as a temporary construction easement for the construction of a working area and erosion control outside of the existing right of way and/or the proposed slope easement and or the proposed right of way line. The title to the above described land remains vested in the Grantor, and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

These descriptions were prepared January 27, 2025 by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, Tennessee 37932. Reference CCI project number 00899-0021.



RESOLUTION

A RESOLUTION OF THE BOARD OF EDUCATION OF KNOX COUNTY, TENNESSEE, TO SURPLUS A SMALL PARCEL OF PROPERTY ON THE FULTON HIGH SCHOOL CAMPUS TO FACILITATE THE CITY OF KNOXVILLE'S WOODLAND AVENUE SIDEWALK PROJECT, AND CERTIFY IT IS NOT BEING USED FOR SCHOOL PURPOSES

RESOLUTION: 25-007

PREPARED BY:
KNOX COUNTY LAW
DIRECTOR'S OFFICE and APPROVED AS TO FORM AND CORRECTNESS:

GARY T. DUPLER
DEPUTY LAW DIRECTOR

BOARD APPROVED: 10/2/2025
DATE

MINUTE BOOK _____ **PAGE** ____

WHEREAS, the Knox County Board of Education has exclusive custody and control of property adjacent to Woodland Avenue in Knoxville, Knox County, Tennessee, as part of the Fulton High School campus.

WHEREAS, the City of Knoxville desires to obtain an acquisition of a small section of the Fulton High School campus and obtain easements on a larger portion for the Woodland Avenue Sidewalk Project, and the Knox County Board of Education must surplus said small section before Knox County, Tennessee, may enter into a contract for the project; and

WHEREAS, the property in question is approximately 18 Sq. Ft. of Fee Simple Acquisition, 13,981 Sq. Ft. of Temporary Construction Easement, and 5,229 Sq. Ft. of Temporary Slope Easement, and all improvements within the Acquisition Areas and within certain real property situated in Knox County Tennessee, being located at (2509 N. Broadway Street Knoxville, TN 37917), CLT No. (081EB1.00), and being more particularly described in the deed whereby Seller acquired the property, which is recorded as Book 2205 Page 1005 in the

Register's Office for Knox County, Tennessee. The irregular-shaped property for fee simple acquisition is located at the corner of Woodland Avenue and Saint Mary Street.

WHEREAS, attached documents are the proposed agreement of sale, tract surveys, project description, appraisal, and any applicable changes; and

WHEREAS, The Knox County Board of Education is not using the small irregular-shaped property for any Knox County Schools purposes and has no intention or proposals to use such property. The surplus of said property shall allow it to be under the direct control of Knox County, Tennessee and allow for its sale to the City of Knoxville for the aforementioned sidewalk project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF KNOX COUNTY:

SECTION 1: As of October 2, 2025, the Knox County Board of Education hereby declares as surplus the irregular-shaped property of approximately 18 Sq. Ft. as described herein and in the collective attachments. The Knox County Board of Education requests that Knox County, Tennessee, provide the funds from the transaction to repair and restore the fixtures and improvements on the property and to benefit Fulton High School.

SECTION 2: As of October 2, 2025, the Knox County Board of Education agrees to allow the 13,983 Sq. Ft. of Temporary Construction Easement, and 5,227 Sq. Ft. of Temporary Slope Easement as described herein and in the collective attachments. Any funds from such allowance and transaction are to be provided to the Knox County Board of Education to repair and restore the fixtures and improvements on the property and to benefit Fulton High School.

SECTION 3: This Resolution shall take effect from and after its passage, the welfare of the Knox County Board of Education, and the schools it serves, requiring it.

Chair, Knox County Board of Education

10/2/2025
Date

Received: County Clerk Date

City of Knoxville
Real Estate Management
AGREEMENT OF SALE

THIS AGREEMENT, made this ___day of _____, 20___, by and between, ***(Knox County)***, hereafter called "Seller" and the City of Knoxville, a Tennessee municipal corporation, hereafter called "Buyer", shall continue for a period of Ninety (90) days from the date of execution. As a part of the ***Woodland Ave. Sidewalk Project from SR-33 (US-411, North Broadway) to West Glenwood Street*** *Federal Project Number* ***STP-M-9109(192)*** *State Project Number* ***47LPLM-F2-209*** *PIN* ***128306.00)***. Seller agrees to sell and the Buyer agrees to purchase, for the price and upon the terms and conditions hereinafter recited, approximately **(18) Sq. Ft. of Fee Simple Acquisition,** ***(13,981)*** **Sq. Ft. of Temporary Construction Easement, (5,229) Sq. Ft. of Temporary Slope Easement** and all improvements within the Acquisition Areas and within certain real property situated in Knox County Tennessee, being located at ***(2509 N. Broadway Street Knoxville, TN 37917)***. CLT No. ***(081EB1.00)***, and being more particularly described in the deed whereby Seller acquired the property, which is recorded as **Book 2205 Page 1005**. in the Knox County Register's Office, to which deed specific reference is made for a more particular description of the property.

By this instrument the Grantors hereby convey an easement for the construction of the above referenced project. The title to the above described real property remains vested in the Grantor and is to be used by the City of Knoxville, its agents, contractors or its assigns for a period of **three (3) years** from and after the commencement of construction, or upon completion, whichever comes first.

As a part of the *(Woodland Avenue Sidewalk Project PIN Number* ***128306.00)***. Buyer agrees that *(Describe any and all exceptions or property owner requirements. Prior approval is required by City Engineering)*:

a. _____;
b. _____ and
c. _____

1. The total purchase price for the Fee Simple Acquisition, Temporary Construction Easement, and improvements within the Acquisition Areas is ***(One hundred and fourteen thousand Dollars ($114,000)*** The purchase price is payable to Seller at the closing.

2. Sellers shall maintain hazard insurance on the property, in the amount of the purchase price through date of closing and shall bear the risk of loss to the property by fire, windstorm, or similar casualty, until delivery of the deed at closing. In the event of a casualty loss in excess of Seller's insurance coverage, Buyer may elect to declare this agreement of no force or effect and Seller shall thereupon refund to Buyer any monies previously given by Buyer to Seller.

3. Seller shall convey by Right-of-Entry and Temporary Construction Easement to Buyer, subject to the restrictions, easements, covenants and servitudes of record.

4. It is expressly understood and agreed that this agreement contains the entire agreement between Seller and Buyer and that, except as otherwise provided herein, there are no oral or collateral conditions, agreements or representations, all such having been incorporated and resolved into this agreement. All conditions of this agreement shall be satisfied at or before the closing.

5. Time is of the essence with respect to all matters to be performed pursuant to this agreement.

6. The sale is to be closed within (90) days of the execution of this document pending City Council approval. Possession shall be given immediately and the following adjustments shall be made at closing, as of the closing date:

   (1) Buyer is authorized to deduct from the purchase price the balance of any outstanding mortgages and liens on the property, and to pay such balance directly to the holder(s) of such mortgages or liens at the closing. The amount of any such deductions from the purchase price and payments to the holder(s) of outstanding mortgages or liens shall be a credit to the purchase price.

   (2) Seller is responsible for the cost for preparation of the deed of conveyance, their share of the closing fee, and any title curative documents, if required.

(3) Property taxes for the current year will be prorated as of the date of the closing. Seller shall pay any delinquent taxes at the closing, which shall be disbursed to Buyer at the closing by the closing agent.

(4) Any and all lease arrangements, if any, on the subject property must be canceled and the property must be completely unoccupied prior to closing, and all of Seller's personal property shall be removed, unless otherwise agreed to by Buyer in writing.

(5) The closing will be conducted by Tennessee Valley Title Insurance Company, 1500 First Tennessee Plaza, 800 S. Gay St., Knoxville, TN or at such other location within the City of Knoxville as Buyer may direct.

7. The Seller states in the following space(s) the name(s) of any Lessee of any part of the property to be conveyed and the name(s) of any other parties having any interest of any kind in said property:

_____ _____

_____ _____

8. Notices shall be given between the parties in writing, and shall be delivered to the addresses of the parties set forth below their respective signatures. All Notices shall be either personally delivered, or mailed through the U. S. Postal Service, postage prepaid, in a sealed envelope, certified mail, return receipt requested. Notices shall be deemed given when personally delivered, or the day following deposit in the U. S. Postal Service as aforesaid.

IN WITNESS WHEREOF, this agreement has been executed by Seller and Buyer on the date set out below their respective signatures hereto.

"BUYER"

For: City of Knoxville

Print Name _____

Sign: _____

Title: _____

DATE: _____

Buyer's Address for Notices:
City of Knoxville Engineering
3131 Morris Avenue
Knoxville, Tennessee 37909

"SELLER"

Owner(s) Name

By _____

Its: _____

Tax ID #: _____

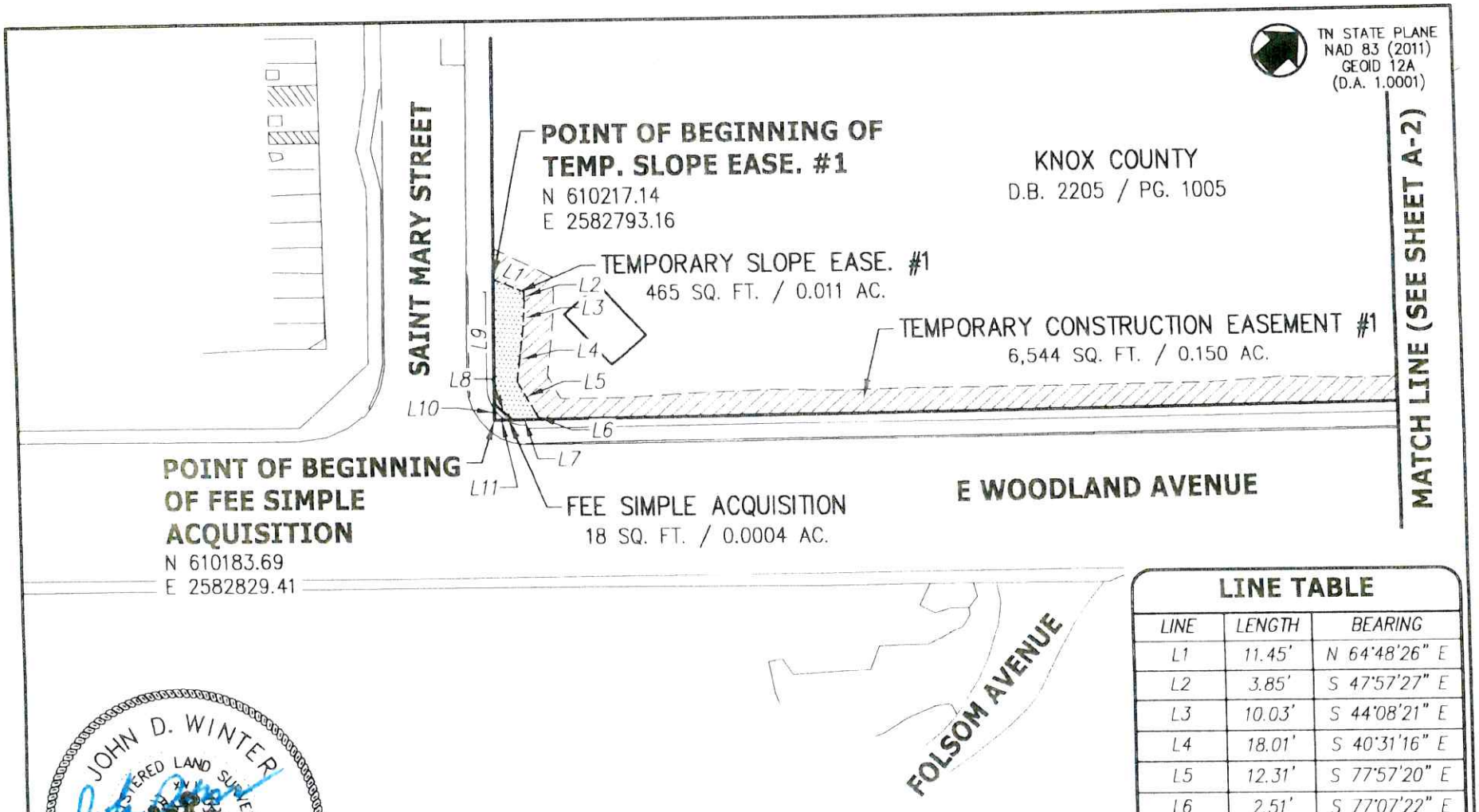
Date: _____

Seller's Address for Notices:

_____

_____

_____



LINE TABLE		
LINE	LENGTH	BEARING
L1	11.45'	N 64°48'26" E
L2	3.85'	S 47°57'27" E
L3	10.03'	S 44°08'21" E
L4	18.01'	S 40°31'16" E
L5	12.31'	S 77°57'20" E
L6	2.51'	S 77°07'22" E
L7	9.17'	S 40°48'14" W
L8	8.37'	S 83°35'25" W
L9	43.64'	N 47°18'07" W
L10	5.69'	N 47°18'07" W
L11	6.33'	S 40°48'13" W

JOHN D. WINTER
REGISTERED LAND SURVEYOR
TENNESSEE DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE No. 2717
1/27/2025

EASEMENT NOTES:

1. This easement document was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

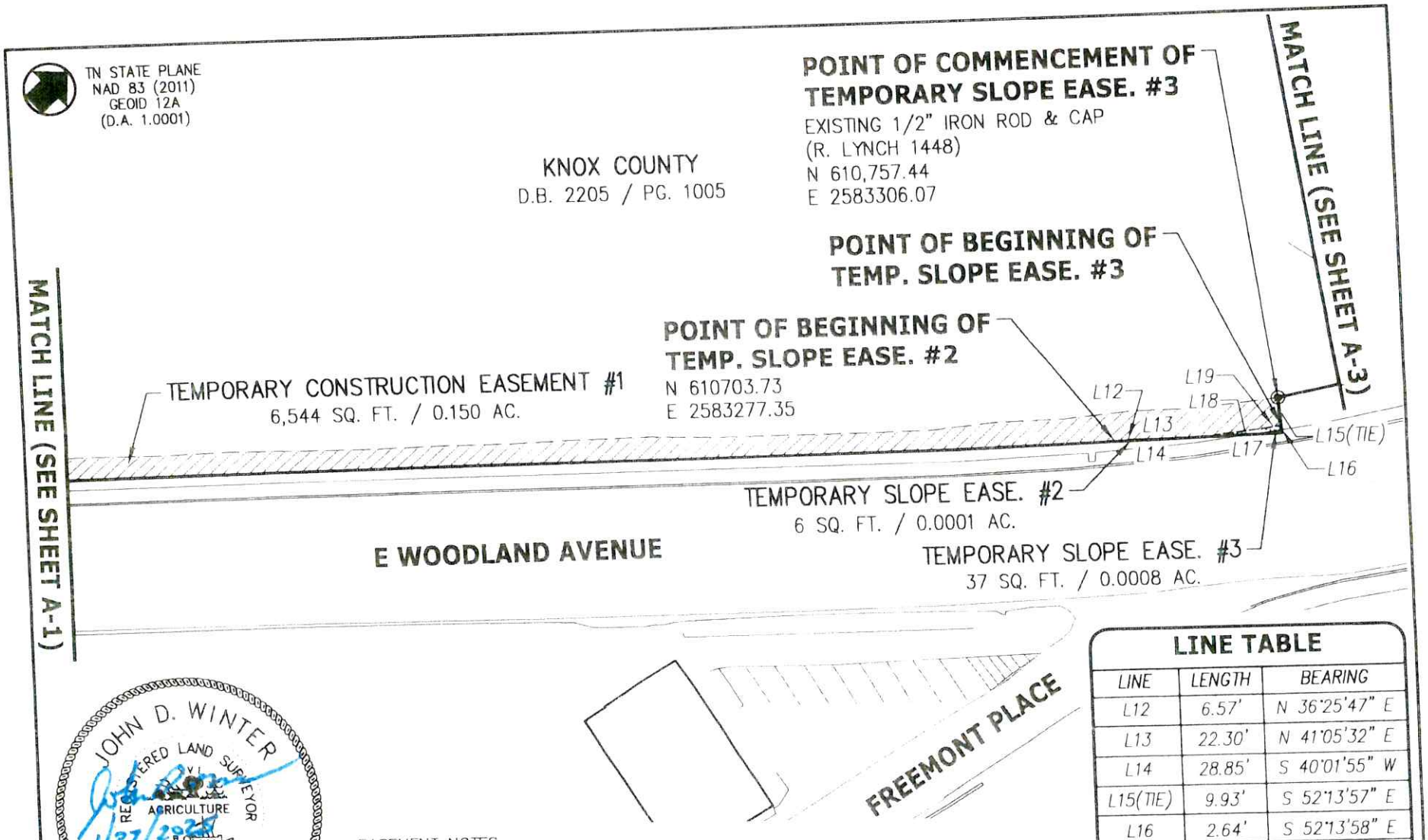
CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

Exhibit "A-1" Tract 28

WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

County of Knox Map No.: ------
Tax Map No. 81-E "B" Parcel No. 1.00
Deed Book: 2205 Page: 1005
District 7 Ward 17 City Block 17702
Scale: 1"=50' Date: 1/27/2025

CCI# 00899-0021



JOHN D. WINTER
REGISTERED LAND SURVEYOR
VI
AGRICULTURE
1/27/2025
COMMERCE
TENNESSEE No. 2717

EASEMENT NOTES:

1. This easement document was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

LINE TABLE

LINE	LENGTH	BEARING
L12	6.57'	N 36°25'47" E
L13	22.30'	N 41°05'32" E
L14	28.85'	S 40°01'55" W
L15(TIE)	9.93'	S 52°13'57" E
L16	2.64'	S 52°13'58" E
L17	28.84'	S 40°01'55" W
L18	23.83'	N 34°56'16" E
L19	5.03'	N 34°03'37" E

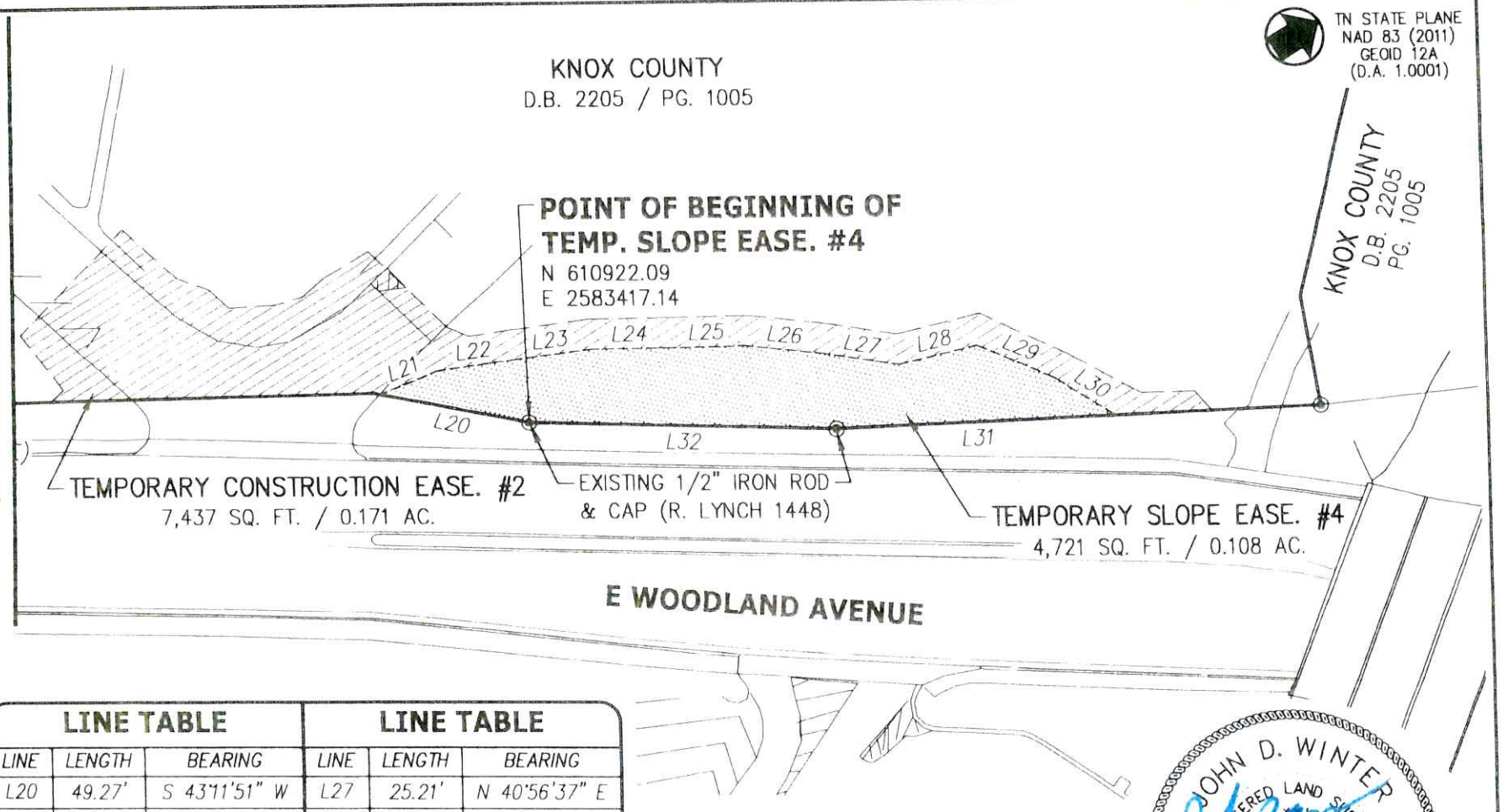
CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

Exhibit "A-2" Tract 28

WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

County of Knox Map No.: ------
Tax Map No. 81-E "B" Parcel No. 1.00
Deed Book: 2205 Page: 1005
District 7 Ward 17 City Block 17702
Scale: 1"=50' Date: 1/27/2025

CCI# 00899-0021



LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L20	49.27'	S 43°11'51" W	L27	25.21'	N 40°56'37" E
L21	20.35'	N 10°06'07" E	L28	25.92'	N 18°13'20" E
L22	25.37'	N 23°44'51" E	L29	26.95'	N 55°26'56" E
L23	25.32'	N 24°23'47" E	L30	23.28'	N 64°29'48" E
L24	25.02'	N 31°13'31" E	L31	90.21'	S 29°36'39" W
L25	25.03'	N 30°50'04" E	L32	100.05'	S 33°23'23" W
L26	25.08'	N 38°08'50" E			

EASEMENT NOTES:

1. This easement document was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, TN, however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

JOHN D. WINTER
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
1/27/2025
TENNESSEE No. 2717

CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

Exhibit "A-3" Tract 28

WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

County of Knox Map No.: ------
Tax Map No. 81-E "B" Parcel No. 1.00
Deed Book: 2205 Page: 1005
District 7 Ward 17 City Block 17702
Scale: 1"=50' Date: 1/27/2025

CCI# 00899-0021

EXHIBIT "B"
WOODLAND AVENUE COMPLETE STREET PROJECT
FEDERAL PROJECT NUMBER: STP-M-9109(192)
STATE PROJECT NO: 47LPLM-F2-209 / TDOT PIN 128306.00

LEGAL DESCRIPTION
KNOX COUNTY
2509 N. BROADWAY
TRACT 28

Situated in the Seventh (7th) Civil District of Knox County, Tennessee, within the 17th Ward of the City of Knoxville and being a Fee Simple Acquisition and Temporary Slope Easements with associated Temporary Construction Easements crossing a portion of Tax Parcel 1.00 on Tax Map 81-E "B" (Deed Book 2205, Page 1005), more particularly described as follows:

FEE SIMPLE ACQUISITION

BEGINNING on a point at the intersection of the northwestern right-of-way line of E Woodland Avenue with the northeastern right-of-way line of Saint Mary Street, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,183.69, Easting 2,582,829.41;

Thence with the northeastern right-of-way line of Saint Mary Street, N 47° 18' 07" W, 5.69 feet to a point;

Thence leaving the northeastern right-of-way line of Saint Mary Street and with the remaining lands of the subject tract, S 83° 35' 25" W, 8.37 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 40° 48' 13" W, 6.33 feet to the Point of **BEGINNING**.

Containing 18 square feet or 0.0004 acres, more or less.

The above, described property is hereby conveyed in fee simple.

TEMPORARY SLOPE EASEMENT #1

BEGINNING on a point in the northeastern right-of-way line of Saint Mary Street, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,217.14, Easting 2,582,793.16;

Thence leaving the northeastern right-of-way line of Saint Mary Street and with the remaining lands of the subject tract, the following six (6) calls:

1. N 64° 48' 26" E, 11.45 feet to a point;

2. S 47° 57' 27" E, 3.85 feet to a point;

3. S 44° 08' 21" E, 10.03 feet to a point;

4. S 40° 31' 16" E, 18.01 feet to a point;

5. S 77° 57' 20" E, 12.31 feet to a point;

6. S 77° 07' 22" E, 2.51 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 40° 48' 14" W, 9.17 feet to a point;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract, S 83° 35' 25" W, 8.37 feet to a point at the northeastern right-of-way line of Saint Mary Street;

Thence with the northeastern right-of-way line of Saint Mary Street, N 47° 18' 07" W, 43.64 feet to the Point of **BEGINNING**.

Containing 465 square feet or 0.011 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY SLOPE EASEMENT #2

BEGINNING on a point in the northwestern right-of-way line of E Woodland Avenue, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,703.73, Easting 2,583,277.35;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract, the following two (2) calls:

1. N 36° 25' 47" E, 6.57 feet to a point;

2. N 41° 05' 32" E, 22.30 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 40° 01' 55" W, 28.85 feet to the Point of **BEGINNING**.

Containing 6 square feet or 0.0001 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY SLOPE EASEMENT #3

Commencing on an existing 1/2 inch iron rod and cap (R. Lynch 1448) in the northwestern right-of-way line of E Woodland Avenue, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,757.44, Easting 2,583,306.07;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 52° 13' 57" E, 9.93 feet to a point, said point being the Point of **BEGINNING**;

Thence continuing with the northwestern right-of-way line of E Woodland Avenue, the following two (2) calls:

1. S 52° 13' 58" E, 2.64 feet to a point;

2. S 40° 01' 55" W, 28.84 feet to a point;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract, the following two (2) calls:

1. N 34° 56' 16" E, 23.83 feet to a point;

2. N 34° 03' 37" E, 5.03 feet to the Point of **BEGINNING**.

Containing 37 square feet or 0.0008 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY SLOPE EASEMENT #4

BEGINNING on an existing 1/2 inch iron rod and cap (R. Lunch 1448) at the northwestern right-of-way line of E Woodland Avenue, said point bearing Tennessee State Plane, NAD 83 (2011) datum adjusted coordinates (1.0001) of Northing 610,922.09, Easting 2,583,417.14;

Thence with the northwestern right-of-way line of E Woodland Avenue, S 43° 11' 51" W, 49.27 feet to a point;

Thence leaving the northwestern right-of-way line of E Woodland Avenue and with the remaining lands of the subject tract the following ten (10) calls:

1. N 10° 06' 07" E, 20.35 feet to a point;
2. N 23° 44' 51" E, 25.37 feet to a point;
3. N 24° 23' 47" E, 25.32 feet to a point;
4. N 31° 13' 31" E, 25.02 feet to a point;
5. N 30° 50' 04" E, 25.03 feet to a point;
6. N 38° 08' 50" E, 25.08 feet to a point;
7. N 40° 56' 37" E, 25.21 feet to a point;
8. N 18° 13' 20" E, 25.92 feet to a point;
9. N 55° 26' 56" E, 26.95 feet to a point;
10. N 64° 29' 48" E, 23.28 feet to a point in the northwestern right-of-way line of E Woodland Avenue;

Thence with the northwestern right-of-way line of E Woodland Avenue, the following two (2) calls:

1. S 29° 36' 39" W, 90.21 feet to an existing 1/2 inch iron rod and cap (R. Lynch 1448);
1. S 33° 23' 23" W, 100.05 feet to the Point of **BEGINNING**.

Containing 4,721 square feet or 0.108 acres, more or less.

The above, described property is hereby conveyed as a temporary slope easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s), and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

TEMPORARY CONSTRUCTION EASEMENTS

BEING Temporary Construction Easements lying immediately adjacent to the Proposed Slope Easements and northwestern right-of-way line of E Woodland Avenue as described above and as depicted by Exhibits "A-1", "A-2" and "A-3", said easements contain a total of 13,981 square feet or 0.321 acres, more or less.

The above, described property is hereby conveyed as a temporary construction easement for the construction of a working area and erosion control outside of the existing right of way and/or the proposed slope easement and/or the proposed right of way line. The title to the above, described land remains vested in the Grantor, and is to be used by the City of Knoxville, its contractors or assigns for a period of three (3) years after the beginning of construction or completion of the project, whichever occurs first.

These descriptions were prepared January 27, 2025 by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, Tennessee 37932. Reference CCI project number 00899-0021.

