DRAFT RESOLUTION 2026-657

A RESOLUTION OF THE TOWN OF WALDEN, TENNESSEE AUTHORIZING AN AMENDMENT TO THE REAL ESTATE PURCHASE AGREEMENT FOR THE ACQUISITION OF THE TOTTEN PROPERTY

WHEREAS, on May 15, 2026, the Board of Mayor and Aldermen adopted Resolution No. 2026-645 authorizing the execution of a Real Estate Purchase Agreement for the acquisition of approximately 41.7 acres commonly known as the Totten Property;

WHEREAS, subsequent to the execution of the Real Estate Purchase Agreement, a petition protesting the issuance of debt associated with the acquisition was filed pursuant to Tennessee Code Annotated § 9-21-207 and is expected to result in a referendum election under Tennessee Code Annotated § 9-21-209;

WHEREAS, the Town and the property owners desire to amend the Real Estate Purchase Agreement to accommodate the referendum schedule and to extend certain contractual deadlines while preserving the parties' rights and obligations under the original agreement;

WHEREAS, the proposed Amendment to Real Estate Purchase Agreement extends the feasibility period, modifies title review provisions, makes the Town's obligations contingent upon approval through the referendum process and any required approval by the Tennessee Comptroller of the Treasury, and establishes an outside closing date of January 28, 2027; and

WHEREAS, the Board desires to authorize the Vice Mayor to execute the Amendment on behalf of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Walden, Tennessee, as follows:

SECTION 1.
The Board finds that it is in the best interest of the Town to enter into the proposed Amendment to Real Estate Purchase Agreement regarding the Totten Property.

SECTION 2.
The Vice Mayor is hereby authorized and directed to execute the Amendment to Real Estate Purchase Agreement substantially in the form presented to the Board, together with such non-material revisions as may be approved by the Town Attorney and Vice Mayor, and to execute any documents reasonably necessary to carry out the intent of this Resolution.

SECTION 3.
Except as modified by the Amendment, all actions previously authorized by Resolution No. 2026-645 shall remain in full force and effect.

SECTION 4.
This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

PASSED AND APPROVED this 15th day of June, 2026.

Yea:
Nay:

_____
Vice Mayor Lizzy Schmidt

ATTEST:

_____
Town Recorder Stacy Stewart

The Mayor is in opposition to this acquisition, and has recused himself from executing any documentation relating thereto

AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

(Taft Highway property)

THIS AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is effective as of this 15th day of June, 2026 (the "Amendment Effective Date") by and between Ardian A. Totten as Trustee of the Ardian Totten Revocable Trust dated July 30, 2008 as to an undivided 1/3 interest in the Property ("Trustee"), William E. McCown as to an undivided 1/9 interest in the Property ("William"), Marilyn McCown as to an undivided 1/9 interest in the Property ("Marilyn"), Thomas J. McCown as to an undivided 1/9 interest in the Property ("Thomas"), and James F. Ansel Jr. as to an undivided 1/3 interest in the Property ("James"; and together with Trustee, William, Marilyn, and Thomas, collectively, "Seller"), and the Town of Walden, Tennessee ("Purchaser").

WHEREAS, Purchaser and Seller are parties to that certain Real Estate Purchase dated May 15, 2026 ("Agreement"); and

WHEREAS, as provided by T.C.A. §§ 9-21-201, et. seq, the Local Government Public Obligations Act of 1986, and more particularly T.C.A. § 9-21-207(b), a petition protesting the issuance of the general obligation bonds, in connection with Purchaser's purchase of the Property in accordance with the Agreement, signed by at least ten percent (10%) of the registered voters of the Town (subject to certification by the Hamilton County Election Commission which both parties anticipate will occur) has been filed as provided by law, which the parties hereto expect will require a referendum at the general election held on November 3, 2026 ("Referendum"); and

WHEREAS, the parties hereto desire to amend the Agreement to make provision for the scheduling changes required by the Referendum schedule.

NOW, THEREFORE, IN CONSIDERATION OF the Agreement and the mutual terms and conditions set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Agreement.

2. **Feasibility Period**. Paragraph 4 of the Agreement is hereby deleted and replaced in its entirety as follows:

> "4. Purchaser's Feasibility Period. Purchaser shall have until August 31, 2026 (the "Feasibility Period") to examine the Property and all matters relating thereto, and Purchaser shall have the right to terminate this Agreement during the Feasibility Period by written notice to Seller if Purchaser determines that the Property is unsuitable for any reason. The matters included in the examination of the Property shall be, without limitation, the status of title, a land survey, the physical and environmental analysis of the Property, and the determination by Purchaser that the Property is suitable for Purchaser's intended use. If Purchaser elects to terminate this Agreement pursuant to this Section, then Purchaser must notify Seller of such election in writing prior to the expiration of the Feasibility Period; if Purchaser fails to provide such notice prior to the expiration of the Feasibility Period, then it shall be presumed that Purchaser has elected to proceed with closing

on the purchase of the Property pursuant to this Agreement; and the Earnest Money will be non-refundable to Purchaser. If Purchaser terminates this Agreement in accordance with this paragraph, then Purchaser shall recover the Earnest Money together with all interest accrued thereon, less $100.00 paid to Seller as independent consideration."

3. Title Evidence. The first clause of the first sentence of Paragraph 5(a) of the Agreement is hereby Agreement is hereby deleted and replaced in its entirety as follows:

"5. Title Evidence. Promptly after the Amendment Effective Date, Purchaser shall instruct the Title Company to complete its preparation of a title commitment on the Property as promptly as commercially reasonable, a copy of which . . ."

4. Referendum. Paragraph 8 of the Agreement is hereby Agreement is hereby deleted and replaced in its entirety as follows:

"8. Referendum. The Purchaser's obligations herein are contingent upon a majority vote in the Referendum election in favor of Purchaser incurring debt in order to acquire the Property, subject to any necessary public approval by the Tennessee Comptroller of the Treasury ("Comptroller") if the result is in favor of Purchaser incurring such debt. Purchaser agrees it will diligently pursue the Comptroller's approval of this Agreement and the transaction contemplated hereby. If the Comptroller's approval, if necessary, is not satisfied by the Outside Closing Date, then either party may terminated this Agreement by written notice to the other party."

5. Closing. Paragraph 13(a) of the Agreement is hereby deleted and replaced in its entirety as follows:

"13. Closing.

(a) The closing and the payment of the Purchase Price and delivery of the Deed shall occur on January 28, 2027 (the "Outside Closing Date"), or on such earlier date if both parties agree to an earlier date of closing after certification of the Referendum election results in accordance with T. C. A. §2-8-101, at the offices of the Title Company."

6. Miscellaneous. All other terms set forth in the Agreement shall remain unchanged and this Amendment and the Agreement shall be deemed a single integrated agreement for all purposes; and Seller and Purchaser hereby ratify, approve, and confirm the agreement. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail and control.

7. Counterparts; Electronic Signature Pages. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together constitute the same instrument. The execution of this Amendment by facsimile or other electronic form (e.g., PDF) of signature shall be binding and enforceable as an original. In addition, the parties may sign this Amendment via DocuSign or other electronic signature method complying with the U.S. federal ESIGN Act of 2000.

[*Signature page follows*.]

PURCHASER:

TOWN OF WALDEN

By: _____

Print Name: Lizzy Schmidt

Title: Vice-Mayor

Date: _____

[*Signatures continue on following page*.]

SELLER:

Ardian A. Totten as Trustee of the Ardian Totten Revocable Trust Dated July 30, 2008

Date: _____

William E. McCown

Date: _____

Marilyn McCown

Date: _____

Thomas J. McCown

Date: _____

James F. Ansel Jr.

Date: _____