PURCHASING DEPARTMENT 101 EAST 11th STREET, STE. G-13 CHATTANOOGA, TENNESSEE 37402 CITY HALL

Request for Proposals for the City of Chattanooga, TN

Proposals will be received at 101 East 11th Street, Ste. G-13, Chattanooga, TN, 37402, until 4:00 p.m., e.s.t., on Tuesday, September 12, 2017.

Requisition No.: RFP – 159397 Ordering Dept.: Economic and Community Development Buyer: Sharon Lea / Email: slea@chattanooga.gov Phone No.: 423- 643-7235 / Fax No.: 423- 643-7244

Request for Proposals for Rental of Residence at Brown Acres Golf Course and Brown Acres and Brainerd Golf Course Security

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., E.S.T. ON TUESDAY, SEPTEMBER 12, 2017

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City of Chattanooga (COC) Terms and Conditions posted on the Website are applicable: http://www.chattanooga.gov/purchasing/standard-terms-and-conditions

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

ALL PROPOSALS MUST BE SIGNED.

PLEASE PROVIDE THE FOLLOWING:

Company Name:		
Mailing Address:		
City & Zip Code:		
Phone/Toll-Free N	lo.:	
Fax No.:		
E-Mail Address:		
Contact Person:		
Signature:		
Date:		

REQUEST FOR PROPOSALS (RFP) For

Rental of Residence at Brown Acres Golf Course and Brown Acres and Brainerd Golf Course Security

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

THE CITY OF CHATTANOOGA

I. INTRODUCTION

A. Overview

The City Of Chattanooga owns a residence that is located on the property of Brown Acres Golf Course in East Brainerd and in the neighborhood of Brainerd Hills. The mailing address for the residence is 324 Bass Road, Chattanooga, TN 37421. The physical structure is approximately 1,134 square feet, a total of four rooms that includes a living space, two bedrooms and one bathroom. The City wishes to contract with an individual to live in the residence and provide security services at Brown Acres Golf Course and Brainerd Golf Course. Security would be primarily consisting of answering alarms at four different locations and interacting with law enforcement as a result of an alarm.

B. Term of Contract

The term of the lease shall be an initial two years with the option to renew for two additional one year terms given that Lessor or Lessee does not provide the other party with sixty days written notice at the end of each period of intent to terminate. Either party with the above mentioned sixty day notice may terminate the agreement at anytime for any reason.

II. REQUIREMENTS

A. Maintaining the Home

Lessee will maintain the residence in clean condition and good repair. Lessee shall be responsible for all utilities except electricity, water and sewer which will remain the responsibility of the City of Chattanooga. Lessee shall maintain at their expense insurance policies covering public liability and property damage. The limits of coverage of these policies will not be less than one million dollars per policy. Any capital improvements to the property by Lessee must be granted by written approval by the Lessor.

B. Security

The security shall consist of responding to after hours security alarms at the buildings located at 406 Brown Road, Chattanooga, TN 37421 and 5203 Old Mission Road, Chattanooga, TN 37411. Each address has two secured buildings, a clubhouse and a maintenance facility. Lessee should respond to alarms and take direction from law enforcement as to the best course of action. Lessee may also be asked to help or to act as a consultant on other security matters as they may arise.

C. Lease Payments

Lease payments shall be made in advance and due on the last day of the preceding month. Amount of payment was established by a fair market value appraisal completed on March 18, 2015. Lease contract will begin at a monthly rate of eight hundred dollars per month and is subject to change based on updated market appraisals to be completed at the Lessor's discretion. Lease payments and utilities are to be made to the administrative office of the golf courses that is located at 5203 Old Mission Road, Chattanooga, TN 37411.

D. Refer to Lease Agreement - ATTACHMENT A

E. Refer to Appraisal of Real Property - ATTACHMENT B

III. PROPOSAL CONTENTS

A. Security Experience

All parties interested should submit a <u>letter of interest</u> detailing their experience with security, referencing prior work or any experiences that would make them a suitable candidate to hold a lease requiring security work. Letters may include a resume as it relates if so desired.

B. Letters of Reference

Each interested party shall submit three letters of reference. Letters of reference should be pertaining to one or all three of the following: Personal reference, security reference, or landlord reference.

C. Cover Page

Submit completed and signed cover page.

D. Affirmative Action Plan

Submit signature page in the event of applicability.

E. Iran Divestment Act Attestation

Submit signature page.

SCORING OF PROPOSALS:

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria in the specified weights:

- 1. Security Experience (60%)
- 2. Letters of Reference (30%)
- 3. Work Experience Similar in Nature (10%)

EVALUATION COMMITTEE MEMBERS

A small group of Evaluation Committee Members will be given the task of evaluating the proposals in an objective manner based upon the criteria specified in this document. The Committee participants may be officials from one or more golf courses, the Department of Public Works, the Department of Economic and Community Development, the Office of the Mayor, the Purchasing Department, and/or others. The contract will be awarded based on these evaluations targeted at finding the best candidate that meets the City's need for a tenant of the property as well as security services.

FINALIST INTERVIEWS

One or more finalists may be selected for interviews. Finalist interviews will be evaluated based on the same criteria in the same weights described above unless otherwise specified to involved parties prior to interviews.

SELECTION OF A FINALIST OR FINALISTS

After the review of the proposals and/or finalist(s) (if any) by the Evaluation Committee, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist or finalists to negotiate an agreement.

RFP TIMELINE:

September 1, 2017	Announcement of RFP
September 6, 2017, 4:00 pm, est	Deadline for questions
September 12, 2017, 4:00 pm, est	Deadline for receipt of proposals
Week of 9/18/17 or 9/25/17 (tentative)	Evaluation Committee reviews proposals

QUESTIONS:

All questions must be directed to Sharon Lea, Buyer, as specified here:

<u>DEADLINE</u> FOR <u>QUESTIONS</u>: Questions related to this RFP will be accepted <u>until 4:00 p.m. e.s.t. on Wednesday, September 6, 2017.</u>

All questions must be submitted in writing before the deadline for questions by mail or email.

Questions must be addressed as follows:

If sent by mail:

City of Chattanooga/Purchasing Dept. Suite G13 (read below) 101 East 11th Street Chattanooga, TN 37402

IMPORTANT: If mailed, THE BOTTOM LEFT CORNER OF THE ENVELOPE **MUST** SHOW: (Attn: S.Lea/<u>QUESTION</u> RE: RFP159397 BROWN ACRES)

If e-mailed: SUBJECT LINE <u>MUST</u> BE LABELED: <u>QUESTION</u> RE: RFP 159397 BROWN ACRES, and the e-mail must be addressed to: <u>slea@chattanooga.gov</u>

The City specifically requests that any contact concerning this RFP be made exclusively with the Sharon Lea, or designee, until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

PROPOSAL SUBMISSION REQUIREMENTS:

Two (2) bound copies and one (1) unbound copy of the proposal shall be submitted. The proposal should be limited to the requested content.

All proposals shall be submitted in a <u>sealed</u> envelope clearly marked RFP #159397 BROWN ACRES RENTAL HOUSE AND SECURITY.

All proposals shall be **submitted no later than 4:00 p.m. EST, on Tuesday, September 12, 2017**, to the attention of:

City of Chattanooga Attn: Sharon Lea Purchasing Department 101 E. 11th Street, Suite G13 Chattanooga, TN 37402 Phone: (423) 643-7235 FAX: (423) 643-7244

PROPOSALS MUST BE SUBMITTED BY MAIL, HAND-DELIVERY, OR OTHER METHOD THAT PRESERVES THE SECURITY OF THE PROPOSAL UNTIL THE PROPOSAL OPENING TIME. BECAUSE E-MAIL DOES NOT PRESERVE SECURITY, NO PROPOSALS CAN BE SUBMITTED BY E-MAIL. **ANY PROPOSAL SUBMITTED BY E-MAIL WILL BE AUTOMATICALLY ELIMINATED.**

IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this RFP but which are necessary to provide the functional capabilities described by the Proposer shall be included in the Proposal.

INCURRING COSTS

The City shall not be liable for any cost incurred by the Proposer prior to the issuance of a contract purchase agreement and will not pay for information solicited or obtained.

PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn at any time up until the date and time set above for opening of proposals. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the services set forth in the proposal or until one of the Proposals has been been accepted and a contract has been executed between the City and the successful Proposer.

RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of submitted information and to request additional information of one (1) or more Proposers.
- B. The City reserves the right to negotiate this Agreement/Contract for work covered by this RFP with the next most qualified finalist if the successful finalist does not execute a contract within seven (7) days after submission of an Agreement/Contract by the City. The City reserves the right to negotiate all elements of work that comprise the selected Proposal.
- C. The City reserves the right, after opening the Proposals or at any other point during the selection process, to reject any or all Proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the Proposal that, in the City's sole judgment, is in its best interest.
- D. The Proposer shall comply with the rules and conditions found in the City of Chattanooga Purchasing Department's "General Conditions and Instructions to Bidders" which are a part of this RFP.
- E. The City reserves the right to terminate the Agreement/Contract if the Proposer fails to commence the work described herein upon giving the Proposer a 30 day written Notice.

RIGHTS TO SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and other documents provided by proposers will become the property of the City when received. No submission or supporting documentation will be returned to proposers. The City is subject to the Tennessee Public Records Act and must comply with the disclosure requirements of such laws. Therefore, the confidentiality of such material may be lost, and the City assumes no liability for the disclosure of any information required by law.

Terms and Conditions

The terms and conditions shall be those addressed in the City's standard Services Agreement, unless otherwise listed, below: http://www.chattanooga.gov/purchasing/standard-terms-and-conditions

ATTACHMENT A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into as of the _____ day of ______, 2017, by and between the City of Chattanooga, Tennessee, a municipal corporation (hereinafter referred to as "Lessor"), and ______ (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor is the owner of certain property located at 324 Bass Road, Chattanooga, Tennessee, commonly known as the Brown Acres Rental House;

WHEREAS, Lessor agrees to lease to Lessee the residential real property located at 324 Bass Road, Chattanooga, Tennessee, Tax Parcel Number 158I-C-021.01, to include only the Brown Acres Rental House, which is a residential house approximately one thousand one hundred and thirty four square feet (1,134 sq. ft.); and

WHEREAS, Lessee agrees to provide certain security services at Brown Acres and Brainerd Golf Courses in exchange for Lessor paying certain utilities servicing the Leased Premises; NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations of the parties as set forth herein, the parties agree as follows:

SECTION 1. Leased Premises. Lessor leases to Lessee property located at 324 Bass Road, situated in the City of Chattanooga, Hamilton County, Tennessee, Tax Parcel Number 158I-C-021.01 (the "Leased Premises").

SECTION 2. Use of the Leased Premises. It is expressly agreed to and understood by the parties that the Leased Premises shall be used exclusively as Lessee's primary residence and for no other purpose.

SECTION 3. Term. The term of this Lease shall commence on November 1, 2017 (the "Commencement Date") and shall be for a period of two (2) years, and shall not renew automatically, but may be renewed for two (2) additional one (1) year periods upon mutual agreement of the parties. Either party may terminate this Lease at any time without cause upon giving the other party written notice of its intention to terminate, and such notice shall be received at least sixty (60) days prior to the termination date.

SECTION 4. Lease Payments. Lessee shall, during the term of this Lease, pay to Lessor rent in the amount of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) per month with the first monthly payment due on the Commencement Date of this Lease and subsequent payments due thereafter on the first day of each succeeding month (with rentals for portions of a month, if any, being prorated). All rentals payable by Lessee to Lessor under this Lease shall be paid to City of Chattanooga, Golf Course Administrative Offices, 5203 Old Mission Road, Chattanooga, TN 37411.

SECTION 5. Improvements. Lessee agrees that no improvements, additions, or alterations ("Improvements") shall be made to the Leased Premises without obtaining Lessor's written approval. If Lessee desires to make Improvements to the Leased Premises, it shall be required to submit a detailed description of the Improvements to be made to Lessor (the "Lessee's Plan"). The Lessee's Plan shall be subject to Lessor's written approval. Lessor's approval of Lessee's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Lessor to do any work or make the Improvements or to authorize Lessee to make any further additions, improvements, or alterations to the Leased Premises. In the event Lessor approves Lessee's Plan, the parties shall execute an amendment to this Lease setting forth the obligations of the Lessee with respect to the construction of Improvements in accordance with Lessee's Plan, which shall be attached as an exhibit to the lease amendment. All Improvements shall become the sole property of Lessor.

SECTION 6. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease.

SECTION 7. Termination and Holding Over. Upon termination of this Lease, at the expiration of the term hereof or any extension thereof, Lessee shall surrender the Leased Premises to Lessor in as good condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty (30) days following the expiration of the term hereof or any extension thereof including removal of all personal property. Any personal property of Lessee which is not removed from the Leased Premises after termination of this Lease shall be deemed abandoned and may be disposed of by Lessor in any manner without accounting or being liable to Lessee. Lessee shall surrender all keys to the Leased Premises at or before the termination of this Lease.

SECTION 8. Casualty Insurance and Damage. The Lessor shall be under no duty to carry any casualty insurance which would cover the property of the Lessee within the Leased Premises, and the Lessee shall bear all risks of loss to its property. If the Leased Premises are rendered totally or substantially untenable by fire or other casualty, this Lease, at the option of either party shall terminate.

SECTION 9. INDEMNITY, LIABILITY AND LIABILITY INSURANCE: Lessee shall so conduct his activities upon the Leased Premises so as not to endanger any person or property lawfully thereon, and shall indemnify, save and hold harmless, protect and defend the Lessor, and all of its officers, officials, agents, and employees (the "Indemnified Parties") from any and all claims from losses, injuries, damages, liabilities, costs and expenses, including, without limitation, court costs and attorneys' fees (the "Indemnified Matters"), directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death, in connection with the Leased Premises, occasioned wholly or in part by the acts or omissions of the Lessee, his agents, officers, employees, guests and patrons. Lessee's indemnification obligations under this Section 9 shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Lessee shall not be obligated to indemnify the Indemnified Parties for the Indemnified Parties' respective primary negligence. Lessee's defense obligations under this Section 9 shall be with attorneys approved by Lessor. Notwithstanding anything contained in this Lease to the contrary, the provisions of this Section 9 shall survive any expiration or termination of this Lease and each party shall remain obligated to the other party under all provisions of this Lease that expressly or by their nature extend beyond and survive the expiration or termination of this Lease.

Lessee shall, at Lessee's expense, purchase and maintain: Public liability insurance covering injury to one or more persons entering onto the Leased Premises with minimum limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

All insurance required herein shall be secured from an insurance company or companies which shall have been approved by the Real Property Office of the Department of Economic and Community Development and shall name Lessor as an additional insured therein. Lessee shall provide Lessor with copies of said insurance policies or insurance certificates evidencing payment of premiums prior to the signing of this Lease for review by the Real Property Office of Economic and Community Development. Each insurance policy provided by Lessee shall further contain a clause acceptable to the City Attorney whereby the insurance company will agree to give written notice to the City Attorney and the Real Property Office of Economic and Community Development, at least thirty (30) days prior to any cancellation or alteration of said insurance policy. The lapse of any insurance policy required in this paragraph shall constitute a breach of this Lease and shall be grounds for immediate termination of this Lease by Lessor.

SECTION 10. Limitation of Lessor's Liability.

a. Lessor shall not be liable to Lessee in any manner whatsoever for failure to furnish or delay in furnishing any service or services provided for in this Lease and no such failure or delay shall constitute actual or constructive eviction of Lessee nor operate to relieve from prompt and punctual performance of each and all of the covenants to be performed herein by Lessee.

- b. Lessor shall not be liable to Lessee or his agents or invitees for damage to person or property caused by defects in the cooling, heating, electric, water or other apparatus or systems located in, on, or about the Leased Premises.
- c. Lessor shall not be liable for any theft or loss of property of Lessee or his agents or invitees.

SECTION 11. Assignment or Sublease. Lessee shall neither assign nor transfer this Lease or any interest herein nor sublease the Leased Premises or any part thereof to anyone during the term of this Lease or any extensions or holdovers.

SECTION 12. Discrimination. Lessee covenants to comply with all federal, county, and city laws and ordinances in regard to discrimination due to handicap, age, race, color, religion, sex, national origin, or any other classification protected by said laws.

SECTION 13. No Warranties. Lessee takes and accepts the Leased Premises from Lessor "AS IS," that is at its condition as of the Commencement Date of this Lease, upon the terms and conditions herein contained.

SECTION 14. UTILITIES; SECURITY SERVICES; CABLE; INTERNET. In exchange for Lessee providing security services for both Brown Acres and Brainerd Golf courses during non-operational hours for the term of this Lease, Lessor shall provide, at its sole expense, electricity water and sewer for the Leased Premises, and Lessor also agrees to pay all water quality fees. Lessee shall be responsible for the cost of cable television, telephone and internet service.

SECTION 15. Repairs and Maintenance.

- a. Lessor shall make necessary repairs to the roof and exterior walls of the building, except such repairs made necessary by any act or negligence of Lessee or his invitees.
- b. Lessee shall not suffer or permit any waste or neglect of the Leased Premises and agrees to maintain the Leased Premises in a clean condition and in good repair.
- c. Lessor shall not be liable for the cost of any repairs made by or through Lessee, unless there is an express written agreement to the contrary between the parties, or unless the repair involves any appliance or fixture which is provided by Lessor and which is covered by a warranty, guaranty, or other similar instrument running to Lessor, and then only to the extent covered by said warranty or guaranty.

SECTION 16. Laws and Ordinances. Lessee covenants to comply with all state, county, and city laws and ordinances, including those regarding nuisances insofar as the Leased Premises are concerned. SECTION 17. Possession. If this Lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the Leased Premises, and the Lessor shall be entitled to immediate possession.

SECTION 18. Attorney's Fee for Right to Recover Possession. Should the Lessor at any time rightly seek to recover possession of the Leased Premises, and be obstructed or resisted therein, and any litigation thereon ensues, the Lessee shall be bound to pay the Lessor a reasonable attorney's fee.

SECTION 19. Right to Enter. The Lessor shall have the right to enter into and upon said Leased Premises or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation thereof.

SECTION 20. Damage or Destruction. In the event the Leased Premises shall be damaged by fire, or other casualty, the Lessee shall give immediate notice thereof to the Lessor. This Lease shall, unless notice is given as set forth below, continue in full force and effect, and the Lessor shall, at its own expense, with reasonable promptness, subject to force majeure as defined in SECTION 26 and delays in making of insurance adjustments by Lessor, repair the Leased Premises. Lessor need not restore fixtures and improvements owned by Lessee or floor coverings, furnishings, personal property, and other decorative features furnished by Lessee. In the event the Leased Premises shall, before or after the Commencement Date, be so damaged that the Lessor shall decide not to repair the same, or if the Lessor shall decide to demolish or rebuild the Leased Premises for any reason whatsoever, upon notice to Lessee, the term of this Lease shall cease and terminate effective as of the time of the damage, and the accrued rent, if any, shall be paid up to the time of the damage. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the Lessor.

SECTION 21. Condemnation of Property. In the event that any government, public body, or other condemning authority shall take, or if Lessor shall transfer in lieu of such taking, all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Lessee shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Lessee does not elect to terminate this Lease under this Section 03, then rental payments provided under this Lease abate proportionately as to the portion taken which is not then usable by Lessee. Lessor shall make all necessary repairs and alterations to restore the portion of the Leased Premises remaining to as near its former condition as circumstances will permit (at a cost not to exceed Lessor's proceeds from said condemnation or transfer), and this Lease shall continue. SECTION 22. Defaults. The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

(a) The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

- Abandonment of the Leased Premises, except for causes of force majeure, as defined in SECTION 26; and
- Any attempted assignment, transfer, or sublease in violation of SECTION 11 above;
- (b) Failure to pay rent as provided for herein or failure to perform any term, covenant, or condition of this Lease, other than those set forth in subparagraph A above, shall not constitute a default unless such breach is not cured within the time periods set forth below. Lessor shall give written notice to Lessee of such default and if Lessee does not cure any rent default within five (5) days, or other default within twenty (20) days, after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such twenty (20) days), if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Lessor may terminate this Lease on not less than three (3) days' written notice to Lessee, and on the date specified in said notice the term of this Lease shall terminate, and Lessee shall then

quit and surrender the Leased Premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Lessee or other occupants and their effects.

SECTION 23. Remedies. The parties' remedies hereunder are not exclusive but cumulative to other remedies provided by law or in equity in the event of default.

SECTION 24. Surrender of Leased Premises on Termination. Lessee shall peaceably deliver possession of the Leased Premises to Lessor on the date of expiration or termination of this Lease, whatever the reason for termination. Lessor shall have the right to re-enter and take possession of the Leased Premises on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings.

SECTION 25. No Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this Lease. No delay, failure, or omission of Lessor to re-enter the Leased Premises, to insist on strict enforcement of any term, covenant, or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option or be construed as a waiver of or acquiescence in such breach of default. SECTION 26. Force Majeure. Lessor shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond Lessor's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

SECTION 27. Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date or certification thereof delivered by or addressed to the parties as follows:

Lessor: City of Chattanooga, Tennessee Attn: Real Property Office of ECD 101 E. 11th Street, Suite G4 Chattanooga, TN 37402

With a copy to: City Attorney 100 E. 11th Street, Suite 200 City Hall Annex Chattanooga, TN 37402

Lessee:

SECTION 28. Miscellaneous Provisions.

28.1 Applicable Law. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should there be any provision thereof to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect. Any disputes between the parties and/or default by Lessee may only be submitted to a court of competent jurisdiction in Hamilton County, Tennessee, and the prevailing party shall be entitled to recover all costs, expenses, and legal fees in defending such legal action.

28.2 Entire Agreement. This Lease represents and constitutes the entire understanding between the parties and supersedes all other leases, agreements, and communications between the parties, whether oral or written, concerning the subject matter herein. Any amendment to this Lease must be in writing and adopted by lawful resolution of the respective governing bodies to be bound thereby.

28.3 Binding Effect. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28.4 Headings. Section headings are for convenience of reference only and shall not limit or otherwise affect the meanings of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the _____ day of

_____, 2017, at Chattanooga, Hamilton County, Tennessee.

LESSOR:

CITY OF CHATTANOOGA, TENNESSEE

BY:_____

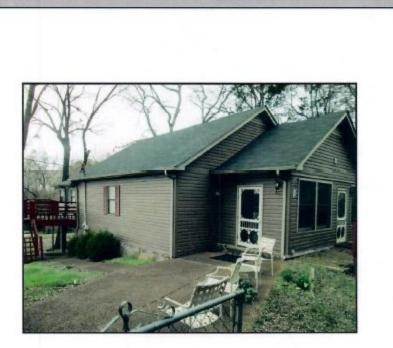
ANDY BERKE, Mayor

LESSEE:

ATTACHMENT B

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Main File No. BrownRH0315 Page #2



APPRAISAL OF REAL PROPERTY

LOCATED AT: 406 Brown Road See Attached Chattanooga, TN 37421

FOR: City of Chattanooga 406 Brown Road Chattanooga, TN 37421

> AS OF: March 18, 2015

> > BY:

Tri-State Appraisal Service 519 S.Mission Ridge Drive Rossville, GA 30741

TRi-Stats Appraisal Service (706)861-3259

Form GA2 --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

Tri-State Appraisal Service 519 S. Mission Ridge Drive Rossville, GA 30741 Attn: Eddle Taylor City of Chattanooga 406 Brown Road Chattanooga, TN 37421 Re: Property: 405 Brown Road Chattanooga, TN 37421 Borrower: City of Chattanooga File No.: BrownRH0315 In accordance with your request, I have completed a rental evaluation on rental property located on site of Brown Acres Golf Course. The report of that is attached. The purpose of this report is to estimate the market rental of the property described in this report, as improved, in unencumbered fee simple title of ownership. This report is based on a physical analysis of the improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The report was developed to determine market rental only. The rental conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached. It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you. Sincerely, A.E. (Sup) willin Tri-State Appraisal Service T.E.(Skip) Williams

SUMMARY OF SALIENT FEATURES

Subject Address	406 Brown Road	
Legal Description	See Attached	
City	Chattanooga	
County	Hamilton	
State	TN	
Zp Code	37421	
Census Tract	34	
Map Reference	158I-G-001	
Sale Price	\$ n/a	
Date of Sale	nla	
Borrower/Client	City of Chattanooga	
Lander	City of Chattanooga	
Size (Square Feet)	1,134	
Price per Square Foot	\$	
Location	average	
Age	39-estimated	
Condition	average	
Total Rooms	4	
Bedrooms	2	
Baths	1	
Appraiser		
Date of Appraised Value	March 18, 2015	
Final Estimate of Value	\$ n/a	

SINGLE FAMILY COMPARABLE RENT SCHEDULE

This form is intended to provide the appraiser with a familiar format to estimate the market rent of the subject property. Adjustments should be made only for items of significant difference between the comparables and the subject property.

ITEM									
	SUBJECT	COMPARAB	LE NO.1	CO	MPARABL	E NO. 2	0	ONPARABLE	ENO.3
Addama 406 Brown F	Road	8234 Patterson Ro	ad	8444 Petty			7821 Tow		
Address 406 Brown F Chattanoog	a, TN 37421	Chattanooga, TN 3	7421	Chattanooga, TN 37421		Chattanooga, TN 37421			
Proximity to Subject		3.20 miles E		3.90 miles i	E		3.83 miles	NE	
Date Lease Begins	on going	06/01/2014		05/01/2014			08/01/201	4	
Date Lease Expires	month-month	05/31/2015		04/30/2015			07/31/2015		
Monthy Rental	If Currently Ranted: S	\$ 900		s	895		\$	825	
Less: Utilities	S	s 000		s	0		\$	020	
Fumiture	9	* 0		\$	0		3	0	
Adjusted				22	100				
Monthly Rent	\$	\$ 900		\$	895		\$	825	
Data Source	site inspection	mis		mis			mis	12101	
	property manager			site inspect			site inspec		
RENT ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIP	TION	+(-)S Adjust	DESCRI	PTION	+(-)\$ Adjust
Rent	and the part of the	none		none			none		
Concessions		known		known	-		known		
Location/View	Chatt/37421	Chatt/37421		Chatt/3742	'		Chatt/3742	21	
	avg/avg ranch	avg/avg ranch	-	avg/avg ranch	-		avg/avg ranch		
Design and Appeal	average	average	1	average			average		
Contract and the	39-estimated	52	+	26			29		
Age/Condition	avg	average	1	average			average		
Above Grade	Total Bdims: Baths	Total Bcirms: Baths	1	Total Berns	Baths		Total Bdm	s Baths	
Room Count	4 2 1.0	5 3 1.0	-75	5 3		-150			-75
the second second	1,134 Sa. R.	838 Sq. R.			0 St. R.	1000	1,1	00 Sq. R.	
Gross LMIII A093			1	none			none		
Gross Living Area Other (e.g., basement,	cellar only	none		norm				1	
Other (e.g., basement, etc.)			+25			+25	none		+50
Other (e.g., basement,	cellar only fence,1-cpt cent/cent	fence cent/cent	+25			*25			+50
Other (e.g., basement, etc.)	fence,1-cpt	fence	+25	fence cent/cent	g-!s	+25	none cent/cent	×- \$	18
Other (e.g., basement, etc.) Other:	fence,1-cpt	fence cent/cent	1	fence cent/cent	₫- s	-125	none cent/cent	×- \$	-25
Other (e.g., basement, etc.) Other: Net Adj. (total) Indicated Monthly Market Rent. Comments on market i	fence, 1-opt cent/cent data, including the range	fence cent/cent + X - \$ s of rents for single family p	-50 050 roperties, an estim	fence cent/cent + D	s or single fa	-125 770 smily rental proper	none cent/cent +	al trend of re	-25 800 nts and
Other (e.g., basement, etc.) Other: Net Adj. (total) Indicated Monthly Market Rent Comments on market vacancy, and support subject in this area some leases are j bedrooms and ap located adjacent t	fence, 1-cpt cent/cent data, including the range for the above adjustments a rent between \$700 for 6-months and ha pplances) show a row that on golf course must b on golf course that a	fence cent/cent +	-50 reperties, an estim uld be adjusted to opponding on an 50% of 1-mor north more in r ted from mark	fence cent/cent ate of vacancy fi the market, not the mentiles. Sing riths rental. A ental income et before adj	s or single fr the subj de family menities for eac ustment	-125 770 amily rental proper act property.) W y rental house (fireplaces.ba h feature. Not can be made	none cent/cent + les, the genera lost single fi s have a typ this, fences e: Additione . This is don	§ al trend of re armity units sical 1-yea garage/c al value for he finding	-25 800 nts and s similar to ir lease, but arport, r being homes
Other (e.g., basement, etc.) Other: Net Adi, (tota) Indicated Monthly Markat Rent Comments on market vacancy, and support subject in this are- some leases are of bedrooms and ap located adjacent to rented or leased of adjustment can be Final Reconciliation of were made for am available current r ability to rent, but	fence, 1-cpt cent/cent data, inclusing the range for the above adjustments a rent between \$700 for 6-months and ha pplances) show a tre bon golf course must t on golf course must t a made.	fence cent/cent i + i - s of rerts for single family p (Rert concessions sho) 8, \$950 a month, d ve a deposit equal to nd of \$25 to \$75 a r ce proven and extrav are rented, then extrav are rented, then extrav- intials are deemed re- re from subject area ven amenities. Plooc flood status would bi-	-50 reperties, an estim uld be adjusted to opponding on an o 50% of 1-moti optim more in n ted from mark acting market n aliable and give o 37421 and wi map indicates a needed and n	fence cert/cent + D ate of vacancy fi the maket, not nentities. Sing tits rental income ental income ental income to before acij rental differen n considerati thin 4-miles o subject coul	s or single fa to the subj jle family menities , for eac ustment nces. No ion in fins of subjec d be with racted fit	-125 770 mily rental proper act property.) M y rental houses (fireplaces, ba can be made homes of this al estimated m 1. Rental infor nin the 100-ye rom market. S	none centroent ies, the general cest single fis have a typ titles, fences er: Additione This is don nature cou	s al trend of re amily units local 1-yea garage/c al value for the finding id be loca value. Adj rea is limi to, thus co	-25 800 nts and s similar to ir lease, but arport, r being homes ted, thus no ustments ted, but best uid affect
Other (e.g., basement, etc.) Other: Net Adi. (tota) Indicated Monthly Market Rent. Comments on market vacancy, and support subject in this are- some leases are i bedrooms and ap located adjacent t rented or leased of adjustment can be Final Reconciliation of were made for an available current ir ability to rent, but completed in the I	fence, 1-cpt cent/cent data, incluting the range for the atows adjustments a rent between \$700 for 6-months end ha pplances) show a tree on golf course must to on golf course must to on golf course must to on golf course must to an golf course must to	fence centionat +	-50 roperties, an estim of the adjusted to spending on an 50% of 1-more norith more in n sted from mark acting market n attable and give a 37421 and wi map indicates a needed and n a based on age 0F March 18 0 0 0 0 0 0 0 0 0 0 0 0 0	fence cert/cent tert/cent tert ate of vacancy fi the maket, not nentities. Sing tits rental. A ental income ental income et before adj vental different in considerati thin 4-miles of subject coul- ent affect ext of other exts	s or single family inte subj jef family menities , for eac ustment nces. No ion in fini f subject d be with racted fi ting built	-125 770 mily rental proper ect property.) M y rental houses ((frepfaces, ba can be made homes of this al estimated in 1. Rental infor 1. Rental infor in the 100-ye or m market. S dings on site. 20	none cent/cent + ies, the general cest single fa a have a typ titls, fences e: Additione This is don nature cou	s al trend of re amily units local 1-yea garage/c al value for the finding id be loca value. Adj rea is limi to, thus co	-25 800 nts and s similar to ir lease, but arport, r being homes ted, thus no ustments ted, but best udd affect o repairs
Other (e.g., basement, etc.) Other: <u>Net Adi. (btzl)</u> Indicated Monthly Market Rent. Comments on market vacancy, and support souch eleases are i bedrooms and ap located adjacent to rented or leased of adjustment can be Final Reconciliation of were made for an available current it ability to rent, but completed in the I I (WE) ESTIMATE THE	fence, 1-cpt cent/cent data, incluting the range for the atows adjustments a rent between \$700 for 6-months end ha pplances) show a tree on golf course must to on golf course must to on golf course must to on golf course must to an golf course must to	fence cent/cent i + i - s of rerts for single family p (Rert concessions sho) 8, \$950 a month, d ve a depost equal to nd of \$25 to \$75 a r to proven and extrac are rented, then extra are rented, then extra are rented, then extra are rented, then extra intrals are deemed re re from subject area cent amenities. Proof food status would b isstimated only and is	-50 roperties, an estim of the adjusted to spending on an 50% of 1-more norith more in n sted from mark acting market n attable and give a 37421 and wi map indicates a needed and n a based on age 0F March 18 0 0 0 0 0 0 0 0 0 0 0 0 0	fence cert/cent + D ate of vecancy fi fite maket, not t menties. Sing tits rental income ental income ental income ental income ental income in considerat thin 4-miles o subject coul ent affect ext of other exts	s or single fa to the subj jie family menities , for eac ustment aces. No ion in fins of subject d be with racted bi tracted bi	-125 770 mily rental proper ect property.) M y rental houses ((frepfaces, ba can be made homes of this al estimated in 1. Rental infor 1. Rental infor in the 100-ye or m market. S dings on site. 20	none cent/cent + ies, the general cest single fa a have a typ titls, fences e: Additione This is don nature cou	s al trend of re- armity units local 1-yea garage for a value to be finding i id be loca id be loca value. Adjurea is limite, thus oo had some	-25 800 nts and s similar to ir lease, but arport, r being homes ted, thus no ustments ted, but best udd affect o repairs

Form RSL -- "WhTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

SINGLE FAMILY COMPARABLE RENT SCHEDULE

This term is intended to provide the appraiser with a familiar format to estimate the market rent of the subject property. Adjustments should be made only for items of significant difference between the comparables and the subject property.

ITEM	SUBJECT	COMPARABI	E NO.4		MPARABL	E NO.5	_	COMPARABL	E NO. 6
Address 406 Brown F		482 Julian Road		2606 Banks Road Chattanooga, TN 37421					
Audress Chattanooga	a, TN 37421	Chattanooga, TN 3	7421	4 miles NE		1421	-		
Proximity to Subject	A COLOR OF THE OWNER	3 miles NE		4 miles NE					
Date Lease Begins	on going	07/01/2014		10/01/2014	6				
Date Lease Expires	month-month	06/30/2015		09/30/2015	i				
Monthy Rental	If Currently								
	Rented: \$	\$ 800		\$	650 0		5		
Less: Utilities	\$	\$ 0		\$	0		3		
Fumiture Adjusted		V							
Monthly Rent	s	\$ 800		s	650		s		
	site inspection	mls		mis	1000				
Data Source	property manager	site inspection		site inspect	tion				(i
RENT ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIP	TION	+(-)\$ Adjust.	DES	CRIPTION	+(-)\$ Adjust
Rent		none		none					
Concessions	S	known	1	known			-		
Location/View	Chatt/37421	Chatt/37421	1	Chatt/3742	1				
Londoni v Hell	avg/avg	avg/avg	-	avg/avg	-		-		
Design and Appeal	ranch	ranch		ranch					
neafhi ann shfann	average	average		average			-		
Age/Condition	39-estimated	59		58	3				
	avg	average		Total Bdnms	Delke		Tetal De	irms: Baths	
Above Grade	Total Bdrms Baths	Total Berms: Baths 4 2 1.0	-	4 2			TCLAI -DG	HID: DAUG	1
Room Count	4 : 2 : 1.0 1.134 So. Ft.	1.088 Sq. Pt	1		25 Sq. PL			\$q. Pl.	
Gross Living Area Other (e.g., basement,	cellar only	none	1	none	50 04. FG		-		
sis.)	Cesar only	Tixing		inche.	3				
0.000	fence,1-cpt	2-cpt	0	none		+50			
Other:	cent/cent	cent/cent		cent/cent	1		1		
Net Adj. (total)		+		X+ [- :\$	50	1+		
Indicated Monthly		Contract States No		10000 State - 1000			and the second	1000	
Market Rent	data, including the range	\$	800		\$	700		5	
vacancy, and support t	for the above adjustments	, (Nert concessions sho	uid be adjusted to	Die market, not	to the subj	ecc propenycji i e	ee rage	T Por Com	ments.
Final Reconciliation of	Market Rent: See	Page 1 For Comm	ents.						
I (WE) ESTIMATE THE	MONTHLY MARKET REM		7F	indeer forestor	SIGKATI	RF	_ 1	0 BE \$	
	MONTHLY MARKET REM)F B	eview Appraiser f apolicable)	SIGNATU	RE	_ 1	0 BE \$	

Freddle Mac Form 1000 (8/88) [Y2K]

TRI-State Appraisal Service (706)861-3259

Form .(AR) --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

Borrowen/Client	City of Chattanooga			
Address	406 Brown Road			
City	Chattanooga	County Hamilton	State TN	Zip code _ 37421
Lender	City of Chattanooga			

* Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its sumounding area. It also states what assumptions were made about the existence (or non-existence) of any hexandous substances and/or dominantal environmental conditions. The appraiser is not an avgent environmental inspector and finencies might be unaware of existing hazandous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspectors made by a qualified environmental inspector would reveal the existence of hazandous materials and/or detrimental environmental conditions on around the property that would negatively affect its safety and value.

DRINKING WATER

- x Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.

x Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fidures and/or appliances. The only way to be certain that water does not centain an unacceptable lead level is to have it tested at all discharge points.

x The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.

Comments

SANITARY WASTE DISPOSAL

x Sanitary Waste is removed from the property by a municipal sewer system.

Sanilary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.

X The value estimated in this appraisal is based on the assumption that the Santary Wasia is disposed of by a municipal sever or an adequate properly permitted afternate treatment system in good condition.

Comments

SOIL CONTAMINANTS

x There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would regatively affect its safety and value.

The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.

Comments

ASBESTOS

x All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be catain that the property is fine of triable and non-triable Asbestos is to have it inspected and tested by a qualified asbestos inspector.

The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).

x The value estimated in this appraisal is based on the assumption that there is no uncontained triable Asbestos or other hezordous Asbestos material on the property

Comments Appraiser is not an expert in detection of mold, fungus or insect infestation and will not speculate status.

PCBs (POLYCHLORINATED BIPHENYLS)

- x There were no apparent leaking huarescent light ballests, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
 x There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except)
- as reported in Comments below).
- x The value estimated in this appraisal is based on the assumption that there are no uncortained PCBs on or rearby the property

Comments

RADON

- x The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- x The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- x The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for unanium, thorium or radium extraction or phosphate processing.
- x The value estimated in this appreisal is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments

TRI-Stata Appraisal Service (706)861-3259 Form 69F — "WINTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

USTs (UNDERGROUND STORAGE TANKS)

______There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.

- <u>x</u> There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- _____There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- _______ The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained. (Ried and sealed.)

Comments,

NEARBY HAZARDOUS WASTE SITES

x There are no apparent Hacardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.

X The value or safety of the property.
X and the assumption that there are no Hazardous Wasto Siles on or narrhy the subject property that negatively affect the value or safety of the property.

Comments_

UREA FORMALDEHYDE (UFFI) INSULATION

x All or part of the improvements were constructed before 1982 when UREA form insulation was a common building material. The only way to be certain that the property is tree of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.

The improvements were constructed after 1982. No apparent UREA formaticitycle materials were observed (except as reported in Comments below) x The value estimated in this appraisal is based on the assumption that there is no significant UFR insulation or other UREA formaticitycle material on the property.

Comments

LEAD PAINT

_x All or part of the improvements were constructed before 1980 when Lead Paint was a common building malarial. There is no apparent visible or knowe documented evidence of posling or flaking Lead Paint on the floors, wails or ceilings (accept as reported in Comments below). The only way to be catain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.

- The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
- x The value colimated in this appraisal is based on the assumption that there is no floking or peeling Load Paint on the property.

Comments

Comments

AIR POLLUTION

x There are no apparent signs of Air Pollution at the time of the inspection nor were any reported jexcept as reported in Comments below). The only way to be certain

that the air is free of pollution is to have it tested.

The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

WETLANDS/FLOOD PLAINS

The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/ Flood Plains is to have it inspected by a qualified environmental professional.

The value estimated in this appraisal is based on the assumption that there are no Wetlands/Rood Plains on the property (except as reported in Comments below).

Commants FEMA Flood map indicates property could be within the flood zone. Survey is suggested.

MISCELLANEOUS ENVIRONMENTAL HAZARDS

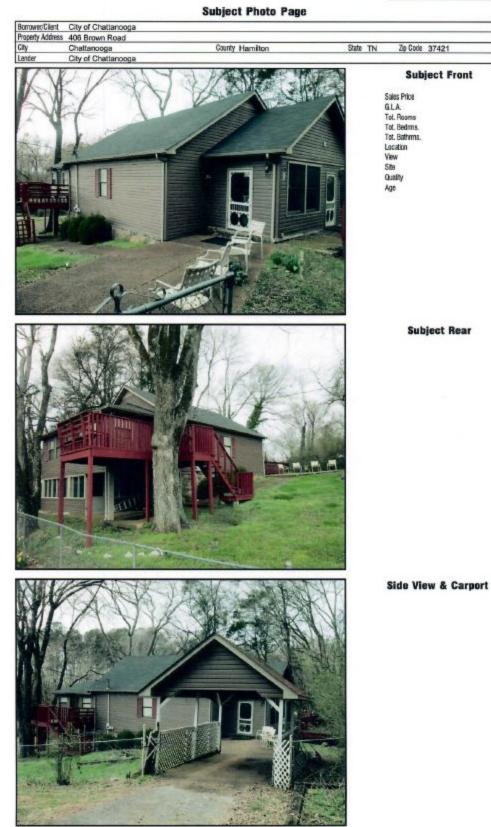
x There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below.

- Evcess Noise ______ Radiation + Electromagnetic Radiation
- Light Pollution
- Waste Heat
- Acid Mine Drainage
- Agricultural Pollution
- ____ Geological Hazards
- Nearby Hazardous Property
- Infectious Medical Wastes Pesticides
- Others (Chemical Storage + Storage Drums, Pipelines, etc.)
- X The value estimated in this appraisal is based on the assumption that there are no Misceliancous environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addenctum are not correct, the estimated value in this appraisal may not be valid.

Form 69F --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

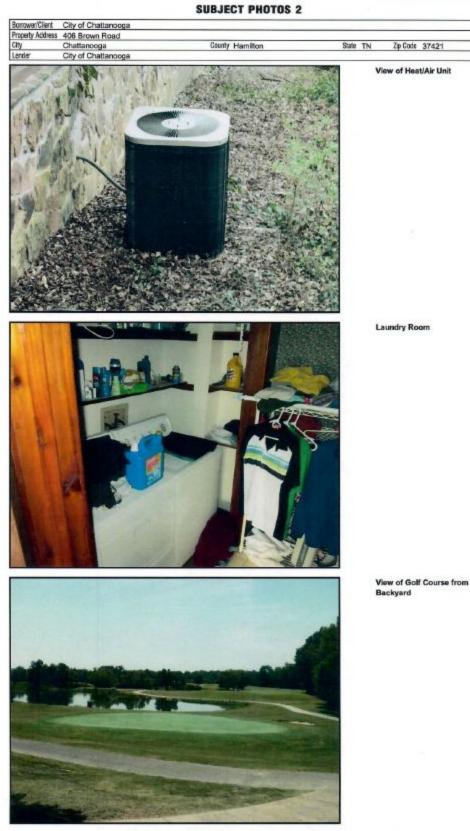
Main File No. BrownRH0315 Page #9

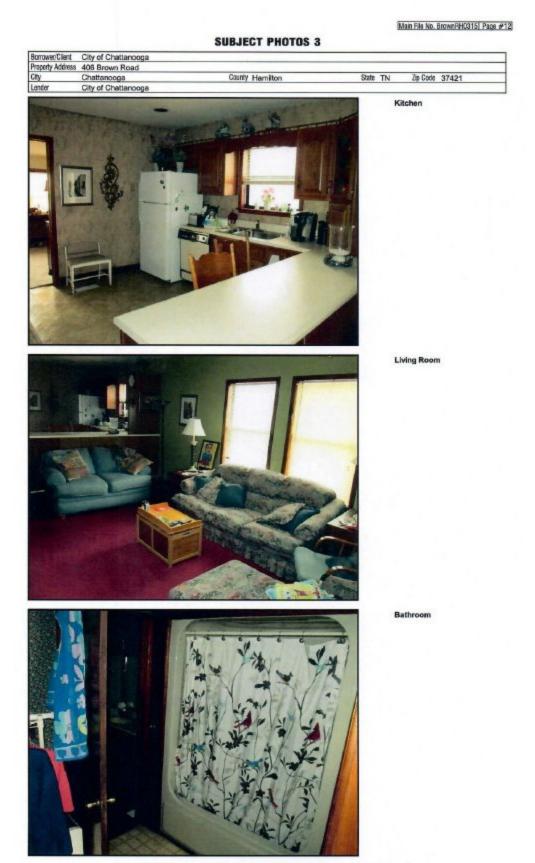


Form PIC4x6.SR --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE





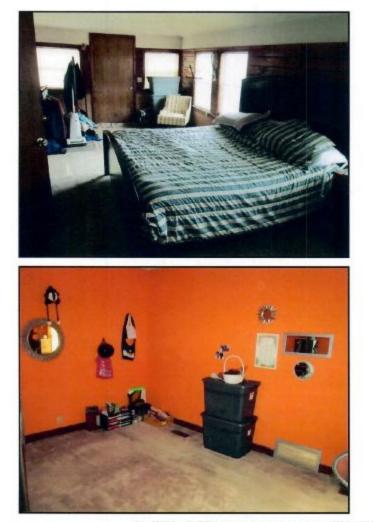




Main File No. BrownRH0315| Page #13]

SUBJECT PHOTOS 4

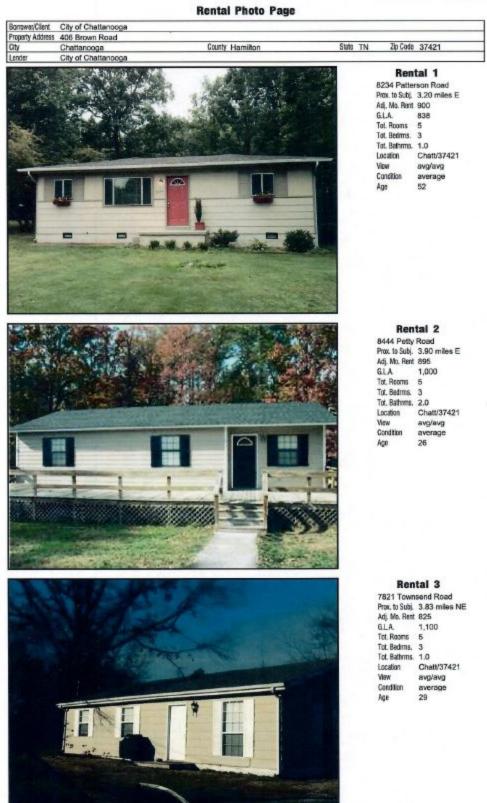
Borrowep/Client	City of Chattanooga			
Property Address	406 Brown Road			
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
Lender	City of Chattanooga			1012101101010



Back Bedroom

Front Bedroom

Main File No. BrownRH0315 Page #14



Main File No. BrownBH0315 Page #15

		Rental Photo Page	
Barrowen/Cile	nt City of Chattanooga 893 406 Brown Road		
City	Chattanooga	County Hamilton	State TN
Lender	City of Chattanooga	owny Hamiton	21005 114
No N			

Zip Code	3742
Rent	al 4

482 Julian H	Road beo
Prox. to Subj.	3 miles NE
Adj. Mo. Rent.	800
GLA	1,088
Tot. Rooms	4
Tot. Bedrms.	2
Tot. Bathrms.	1.0
Location	Chatt/37421
View	avg/avg
Condition	average
Age	59

Rental 5 2606 Banks Road Prox. to Subj. 4 miles NE Adj. Mo, Rest. 650 GL.A. 925 Tot. Bahms. 2 Tot. Bahms. 2 Tot. Bahms. 1.0 Lozation Chalt/37421 Vess avg/avg Condition average Ags 58

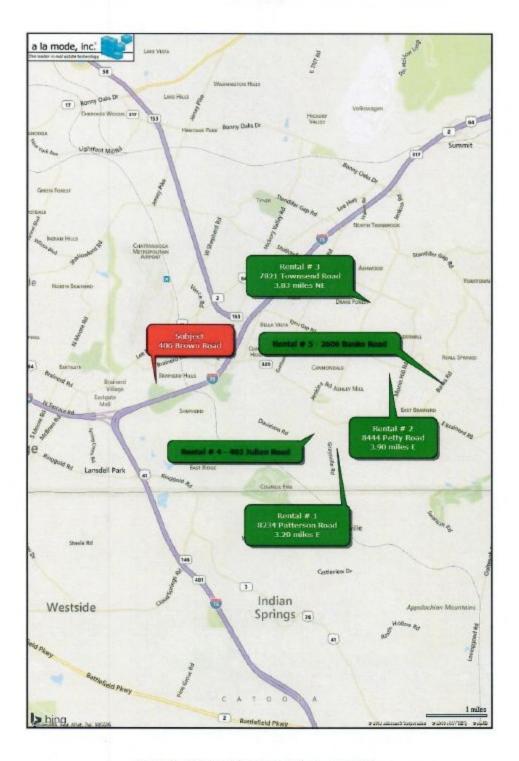
Rental 6

Proc. to Subi, Adj. Mo. Rent G.L.A. Tot. Rooms Tot. Bedrms. Tot. Bedrms. Tot. Bedrms. Location View Condition Age

Form DLSTRNT.DL\$R --- "WINTOTAL" appraisal software by a la mode, Inc. --- 1-800-ALAMODE

Main File No. BrownRH0315| Page #16

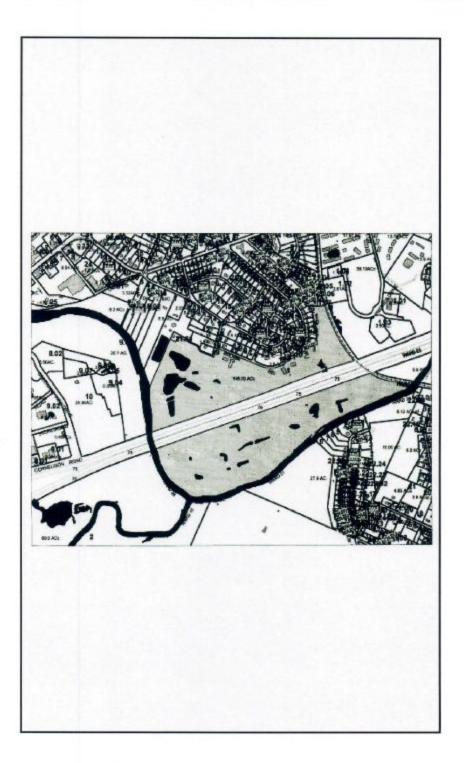
		Location Map		
Borrowar/Client	City of Chattanooga			
Property Address	406 Brown Road		North Company	2-20 AV UNDERSENT
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
Lender	City of Chattanooga			



Form MAP.LOC --- "WINTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

Main File No. BrownRH0315| Page #17

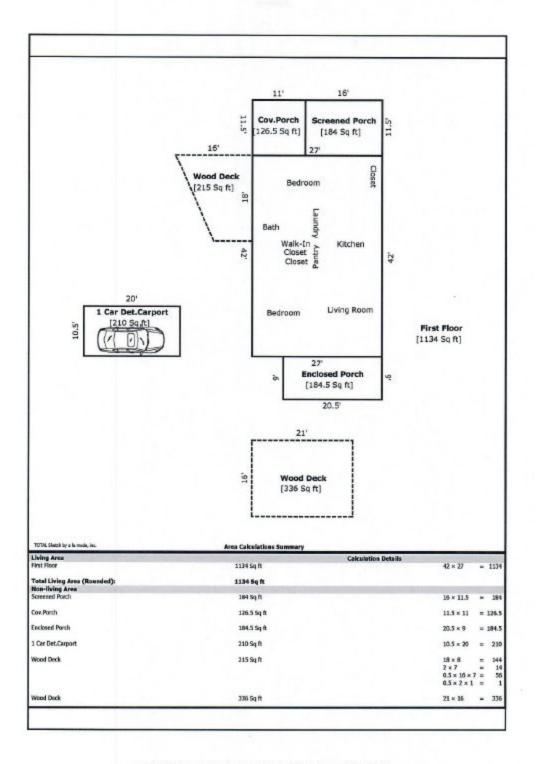
		Plat Map		
Borroweq/Client	City of Chattanooga			
Property Address	406 Brown Road			
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
Lender	City of Chattanooga		000000000	



Form MAP.PLAT --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

Main File No. BrownRH0315[Page #18]

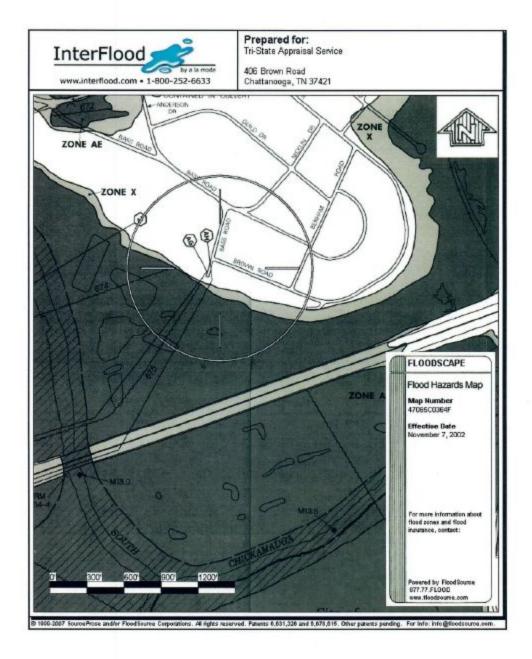
		Building Sketch		
Borroweo/Client	City of Chattanooga			
Property Address	406 Brown Road	- Second and the second se		March and a second s
City	Chattanooga	County Hamilton	State TN	Zip Code 37421
Lender	City of Chattanooga			



Form SKT.BidSM — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Main File No. BrownRH0315[Page #19]

		Flood Map		
Borrowee/Client	City of Chattanooga			
Property Address	406 Brown Road			
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
	City of Chattanooga		0.0000000000	The second second second



Form MAP.FLOOD - "WinTOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Main File No. BrownRH0315[Page #20]

Legal Description 1

Barrowen/Client	City of Chattanooga			
Property Address	406 Brown Road			and the second second
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
Lender	City of Chattanooga			

Unot	fficial Property Ca	rd
406 BROWN RD	Property Account Number 127140	Parcel II 158I G 00
Property Type 02	Land Use 743	Distric
Current Property Mailing Add	ress	Internet and the
Owner CHATT CITY OF		ATTANOOGA
Address 100 E 11TH ST	State TN Zip 374	02
Current Property Sales Inform	nation	
Sale Date 8/15/1991	Legal Reference 38	
Sale Price \$0	Grantor(Seller)	OWN DAVE
	Current Property Assessment	
	Building Value \$378,700	
	Xtra Features Value \$32,500 Land Value \$135,000	
	Total Value \$546,200	
	Assessed Value \$0	
	as EXEMPT with a(n) CLUBHOUSE ,805 square feet. Total square foota	
This property is classified a card, built about 1976 with 2 Land Description The total land area		ge for all structures on
This property is classified a card, built about 1976 with 2 Land Description The total land area Legal Description SE 1/4 SEC 21 SW 1/4 SEC	,805 square feet. Total square foota this property is 11,550.	ge for all structures on OOD PLANE). TWP 6 R-3W BROWN
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This property is classified a card, built about 1976 with 2 Land Description The total land area Legal Description SE 1/4 SEC 21 SW 1/4 SEC ACRE	,806 square feet. Total square foota this property is 11,550. of this property is (5 AC ABOVE FL C 22 NE 1/4 SEC 28 NW 1/4 SEC 27 S GOLF COURSE ER11918 ER1607 Property images NC Click To	ge for all structures on OOD PLANE). TWP 6 R-3W BROWN 5
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This property is classified a card, built about 1976 with 2 Land Description The total land area Legal Description SE 1/4 SEC 21 SW 1/4 SEC ACRE	,806 square feet. Total square foota this property is 11,550. of this property is (5 AC ABOVE FL C 22 NE 1/4 SEC 28 NW 1/4 SEC 27 S GOLF COURSE ER11918 ER1607 Property images NC Click To	ood plane). Twp 6 R-3W BROWN 5

Form MAP.Legal --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

Mein File No. BrownRH0315] Page #21

		Legal Description 2		
BarrawayClient	City of Chattanooga			
	406 Brown Road	and the second		
City	Chattanooga	County Hamilton	State TN	Zip Code 37421
Lender	City of Chattanooga			

oparty Report for Parc	X8778X ID 1581 G 001		http://car.crsd	ata.com/realestate/Eval/i	PropertyReport.asp
CRS Po	Real Estate			Property	Report
Wecnesday, March 18.					
Property Report	12.5			406 Brown Rd, Chettano Hamilton County, TN	oga, TN 37421-391 Garoel# 1581 G 00
				-	
Location	1. S.		HANNA A	Contraction Contraction	6 TT EII3
Property Address	406 Brown Rd Chaftaneoga, TN 37	421-3014		~ e \$1.0000	
Subdivision	and the state of t	a rante	and the second		12
County	Hamilton County, TN				1 . I .
Gurrent Owner					
Name	Chatt City Of		2 - 1		
Mailing Address	100 E 11Th St Chatanooga, TN 37	102 4222		Active Astro peril	
	formen softer us as		1	1 · .	
Property Summary	-				Searcelli
Property Type Land Use	Commercial Golf Courses - Public	And Develo			
Improvement Type	Clubhouse	CAVID PRIVATE			
Square Feet	8997 sf			1	
General Parcel Info	mation		-		
Parcel/Tax ID	158 G 001				
Alternate Parcel ID	1000				
Account Number	1				
District/Ward	1				
2010 Census Trct/Bik	342				
Assessor Roll Year	2014				
Sales History through					
Date Amount 08/15/1991	Buyer/Owners	Buyer/Owners :			ge or Documenti
US/12/12/1	Chat City Of	The state of the s	Combination	3882/489	
01/01/1966				WB18/946	
01/01/1935	1			X28/232	
Tax Assessment					
Approisals Assessment Year	Amount 2013	Taxas	Invom	Jurisdiction	Rate
Appraised Land	\$135,000	Tax Year City Taxes	-	\$0 Chattanooga	2.309
Appraised Improveme				\$0 (Hamilton	2.7652
Total Tax Appraisal	\$546,200			50	
Total Assessment	\$0	Exempt Amount Exempt Reason		mot	
Mortgage History No mortgages were tour Property Characteri Building # Type 1 Clubics	stics: Building Condition Sq I	feet Year Bulk		BRa Batha Room	a Stories Units
Building Square Feet (1976 uilding Square Fe	at (Cther)	1
First Story (Base)		2006	and a quarter to		
Construction Quality	Average		loof Framing	1	
Shape	weiste		toof Framing toof Cover Deck		
Partitions			abinet Milwork		
Common Wall	1	7	loor Finlah		
Foundation			sterior Finish		
Floor System Exterior Wall			Ir Conditioning		
Structural Framing			leat Type lathroom Tile		
Fireplace			lumbing Fixtures		
Other		10		State State	
Occupancy	1	10	uilding Data Sour	C.0	

Form MAP.Legal — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Legal Description 3

Borrower/Client	City of Chattanooga			
Property Address	406 Brown Road	and all and a second		
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
Lender	City of Chattanooga			

2 Cubhose Building Square Fest (Living First Story (Sase) Construction Quality Shape Partitions Common Wall Foundation Floor System	2344 (1966 Specii) (1757 Average	1983 Building Square F	Feet (Other)	
Finit Story (Base) Construction Quality Shape Partitions Common Wall Foundation Ficor System	1757	Building Square F	Feet (Other)	
Construction Quality Shape Partitions Common Wall Foundation Floor System				
Quality Shape Partitions Common Wall Foundation Floor System	Average			_
Shape Partitions Common Wall Foundation Floor System	priverage	In		_
Partitions Common Wall Foundation Floor System		Roof Preming		
Common Wall Foundation Floor System		Roof Cover Deck Cabinet Milwork		
Floor System		Floor Finish		
		Interior Finish		
		Air Conditioning		
Exterior Wall		Heat Type		
Structural Framing		Bathroom Tile		
Fireplace		Plumbing Plature	•	
Other				
Occupancy		Building Data Sou	ance .	
Property CharacterisEes:	Building			
	andition Sq Feet Year	Built Effective Yes	er BRs Baths Rooms Stories	Units
3 Clubhouse	3648 1988	1988	And another recording of Driver	- Ganda
Building Square Feet (Living		Building Square F	eet (Other)	-
First Story (Base)	2516			-
Construction				
Quality	Average	Roof Framing		
Shape		Roof Cover Deck	12	
Partitions	1.	Cabinet Milwork		
Common Wall		Floer Finish		
Foundation Floor System		Interior Finish		
Exterior Wall		Air Conditioning Heat Type		
Structural Framing		Bathroom Tile		
Fireplace		Plumbing Fixture		
Other				
Feature Asphalt Parking	Size or Description	Year Built 1987	Gondition	-
Usity Buildin	2236	1976		
Utility Buildin	2236	1950	1	
Property Characteristics:	1.44			
	see - Public And Private	Lot Dimensions	1	
RickLot	Sen - FUCEC MAG PANASE	Lot Square Feet		
Latitude/Longitude 35 00918	4"/-85.195132"	Acreage		
Property Characteristics:	Utilities/Area			
Gas Source		Road Type		
Electric Source Water Source		Topography District Trend		
Sewer Source		Special School Di	ablat 1	
Zoning Code		Special School Di		
Owner Type	1			
Legal Description				
Subdivision		Plat Book/Page	1	
DiockLot		Description	Se 1/4 Sec 21 Sw 1/4 Sec 22 Ne 1	ABer 2
District/Ward 1		a company	Nw 1/4 Sec 27 Twp 6 R-3W Brown	Agres
and the second sec			Golf Course Er11918 Er16075	

Form MAP.Legal --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-&00-ALAMODE

Legal Description 4

Borrower/Client	City of Chattanooga			
Property Address	406 Brown Road			
City	Chattanooga	County Hamilton	State TN	Zp Code 37421
Lender	City of Chattanooga	/ 1996 (1996		

X Minimal Index sets from 100- year flooding with average depths of less than 1 floot or with infraringe ranks less than 1 square mix; or an area protected by levees from 100- year flooding. 47065C0364F 11,07/200 X Minimal Area of minimal flood hazard, usually depicted on FIRMs as sobore the SIGUyear flood level. 47065C0364F 11,07/200 AE High Areas subject to inundation by the 1-percent-annual-chance flood divert determined by detailed methods. Base Fixed Beveations (BFEs) are show. Moniforly flood interarring purchase requirements and floodplain management standards sply. 47065C0364F 11,07/200 Zone Sourcer FEMA DFIRM Deta March 18, 2013 400 flowm Rd. Chastanooga, TN 37421-351	Flood Zen	e information				
Zone Code Flock Risk BFE Description 10 BR. Description AE High Annes subject to instruction by the 1-percent annual chance flood swent determined by detailed methods. Base Flood Elewidens (BFEs) are shown. Mardidry flood insurance purchase requirements and floodplain management standards appy. 47055C0384F 11/07/200 6.2 PGT Mederate An area inurdated by 500-year flooding: an area inurdated by 100-year flood grain management standards appy. 47055C0384F 11/07/200 X Minimal Area of mining desting of less than 1 flood or with drainage areas less than 1 square milk; or an area protected by londes from 100-year flooding. 47055C0384F 11/07/200 X Minimal Area of mining flood hazati, usually depicted on FIRMs as shown the S00-year flood level area shown. Monditary flood inservations purchase requirements and flood plain management standards typy. 47065C0364F 11/07/200 Zone Source: FEMA DFIRM Data Monditaria by the 1-percent-annual-chance (FEs) are shown. Monditary flood inservations purchase requirements and flood plain management standards typy. 406 flowin Rd, Chastanooga, TN 37421-39: Hamilion County. TN parcel 156 G 0 Zone Source: FEMA DFIRM Data 400 flowin Rd, Chastanooga, TN 37421-39: Hamilion County. TN parcel 156 G 0	and the	and the second	and and the second		FIRM Panel	Firm
AE High Areas subject to inundation by the 1-percent annual-chance fixed word othermined by detailed investors. Base Fload Elevisions (BFEs) are shown. Mandatory fload insurance perchase regularements and fixedplain management standards appy. 47055C0364F 1107/200 6.2 PCT Noderste An area inundated by 500-gear fload Elevisions and fixedplain management standards appy. 47055C0364F 1107/200 X Marinal Area of mininal south azard, usually depicted on PIRMs as above the 500-year fload line. 47055C0364F 1107/200 AE High Areas of mininal fload hazard, usually depicted on PIRMs as above the 500-year fload line. 47055C0364F 11,07/200 AE High Areas of mininal south azard, usually depicted on PIRMs as above the 500-year fload line. 47065C0364F 11,07/200 Zone Sourcer FEMA DFIRM Data Kondition y fload insurance purchase requirements and floadplain management standards type: Area floadplain thanogement standards type: Area fload	Zone Code	Flood Risk I	FE Description		ID	Eff. Date
6.2 PCT Moderate In a carea inurdated by 500-year flooding: an area inurdated by 100-year flooding with average depths of less than 1 foot or with thraining a track less than 1 square mile; or an area protected by loves flooding. X Minimal Area of minimal flood hazard, usually depicted on PIRMs as above the 500-year flood level. AE High Areas subject to inurdation by the 1-percent-onnuol-charoe flood devent determined by depicted to represent-onnuol-charoe flood devent determined by depicted on PIRMs as above. The 500-year flood level. AE High Areas subject to inurdation by the 1-percent-onnuol-charoe flood devent determined by depicted to represent-onnuol-charoe flood devent determined by depicted to interview purchase requirements and flood Scott to involve the flood devent determined by depicted and the state of the st	AE	High	are shown. Mandatory fload insurance purchase require	witions (BFEs)	47085C0364F	11/07/200
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AE High Arreas subject to inundicinity that 1-percent ensuit-onance fload event distributions by that 1-percent ensuits on the fload event distributions of the fload test end of the end of the event distribution of the fload end of the end of	x	Minimal	Reveas from 100- year flooding. Area of minimal flood hazard, usually depicted on FIRMs 500-year flood loval	s as above the	47065C0364F	11/07/200
Zone Source: FEMA DFIRM Data Mednesday, March 18, 2015 Hamilton County, TN 37421-39: Hamilton County, TN parcel# 156/ G (0 COPYRIGHT o 2016 COURTHOUSE METBEWS, system at approximate	AE	High	Areas subject to inundation by the 1-percent-annual-ona event determined by detailed methods. Base Fixed Elev- are shown, Mondetory food insurance purchase require	nce flood		
Hamilton County, TN parcel# 1581 G CC			/ Deta			
<text></text>	ricul assay,	March 19, 2013	438	Hamilton Cou	istancoga, TN nts, TN parcel#	37421-391 158 G 00
		c	CPVRCHT © 2018 OCURTINCUSE METRIKK, SYNSTEM, AL, INSUIT: Informatio Deermad Ratable Rut Nat Gasesteed, Contact Us at (800) 374-7405 ext 3 for Netp.	S RESERVED.		

Form MAP.Legal --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

State Certification				
Borrower/Client	City of Chattanooga			
Property Address	406 Brown Road	and and a second and a second and a second and a second a	E Samoar	and the second second
City	Chattanooga	County Hamilton	State TN	Zo Code 37421
Lender	City of Chattanooga			



Form MAP.Legal --- "WinTOTAL" appraisal software by a la mode, inc. --- 1-800-ALAMODE

Main File No. BrownRH0315| Page #22

	LIMITED APPRAISAL DEPARTURE DISCLOSURE File No. BrownRH0315
apor	Limited Appraisal Departure Disclosure is part of a Limited Appraisal made according to the binding requirements and guidelines of the Uniform dards of Professional Appraisal Practice (USPAP) as promulpiled by the Appraisal Standards Board of the Appraisal Foundation. The USPAP lis departures from some sections of the USPAP has are classified as specific guidelines. The USPAP places the burden of protor on the appraiser relide Edore accepting an assignment which calls for something less that, or different from, the work that would otherwise be required by USPAP lic guidelines, to determine that the appraisal is not so limited as to mislead or confuse the client or other intended users of the report. The paiser must advise the client that a Limited Appraisal any not be as reliable as a Complete Appraisal, and that the report will clearly identify and in the departures. The client must agree that the performance of a Limited Appraisal would be appraised, and that the report will clearly identify and in the departures. The client must agree that the performance of a Limited Appraisal would be appraised.
am	satisfied that the Limited Appraisal I performed is not so limited as to misilead or confuse the client or other disclosed intended users of the report. I indicated below those USPAP specific guidelines from which I have departed. I have prominently disclosed in the appraisal report that this imited Appraisal and that I have not performed all of the items of the appraisal process for a Complete Appraisal, and that a Limited Appraisal be less reliable than a Complete Appraisal.
	CATE DEPARTURES AND EXPLAIN BELOW:
	Standard Rule 1-2 (a) "adequately identify the real estate, identify the real property interest, consider the intended use of the appraisal, consider the extent of the data collection process, identify any special limiting conditions, and identify the effective data of the appraisal."
	Standard Rule 1-2 (b) "define the value being considered: If the value to be estimated is market value, the appraiser must clearly indicate whether the estimate is the most probable price: (i) in terms of cash, or (ii) in terms of financial arrangements equivalent to cash; or (iii) in such other terms as may be precisely defined; if an estimate of value is based on sub market financing or financing with unusual conditions or incen- tives, the terms of such financing must be clearly set forth, their comfrautomet to or negative intuence on value must be described and estimated, and the market data supporting the valuation estimate must be described and explained."
	Standard Rule 1-2 (c) "consider easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other items of a similar nature."
	Standard Rule 1-2 (d) "consider whether an appraised fractional interest, physical segment, or partial holding contributes pro rate on the value of the whole."
	Standard Rule 1-2 (e) "identify and consider the effect on value of any personal property, trade fudure or tangible items that are not real property but are included in the appraisat."
	Standard Rule 1-3 (a) "consider the effect on use and the value of the following factors: existing land use regulations, reasonably probable mod- ifications of such land use regulations, economic demand, the physical adaptability of the real estate, neighborhood trends, and the highest and best use of the real estate."
	Standard Rule 1-3 (b) "recognize that land is appraised as though vacant and available for development to its highest and best use and that the appraisal of improvements is based on their actual contribution to the site."
	Standard Rule 1-4 (a) "value the site by an appropriate appraisal method or technique:"
	Standard Rule 1-4 (b) "collect, verify, analyze, and reconcile: (i) such comparable cost data as are available to estimate the cost new of the improve- ments (accrued depreciation); (ii) such comparable data as are available to estimate the difference between cost new and the present worth of the improve- ments (accrued depreciation); (iii) such comparable seles data, adequately identified and described, as are available to indicate a value conclu- sion; (iv) such comparable operating expenses data as are available to estimate the operating expenses of the property being appraised; (v) such comparable operating data as are available to estimate the operating expenses of the property being appraised; (v) such comparable data as are available to estimate rates of capitalization and/or rates of discount." Standard Rule 1-4 (c) "base projections of future rent and expenses on reasonably clear and appropriate evidence."
	Standard Rule 1-4 (d) "when estimating the value of a leased fee estate or a leasehold estate, consider and analyze the effect on value, if any, of the terms and conditions of the leases(s)."
	Standard Rule 1-4 (e) "consider and analyze the effect on value, if any, of the assamblage of the various estates or component parts of a proper- ty and refrain from estimating the value of the whole solely by adding together the individual values of the various estates or component parts."
	Standard Rule 1-4 (f) "consider and analyze the effect on value, if any, of anticipated public or private improvements, located on or off the site, to the extent that market actions reflect such anticipated improvements as of the effective appraisal date."
	Standard Rule 1-4 (g) "identify and consider the appropriate procedures and market information required to perform the appraisal, including all physical, functional, and external market factors as they may effect the appraisal;"
	Standard Rule 1-4 (h) "appraise proposed improvements only after examining and having available for future examination; (i) plans, specifica- tions, or other documentation sufficient to identify the scope and character of the proposed improvements; (ii) evidence indicating the probable time of completion of the proposed improvements; and (ii) reasonable clear and appropriate evidence supporting development costs, anticipated earnings, occupancy projections, and the anticipated competition at the time of completion. ⁴
	Standard Rule 1-4 () *all pertinent information in terms (a) through (h) above shall be used in the development of an appraisal:*
Den	arture Explanations
ela	de, given area parameters. Cost approach and market approach were not performed due to assignment requested. Square footage in from Appraiser measurements.
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Form B7L -- "WinTOTAL" appraisal software by a la mode, inc. -- 1-800-ALAMODE

DEFINITION OF MARKET VALUE: The most probable price 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 is 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 achrised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or oreative financing or seles concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all seles transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The inspector's certification that appears in the appraisal report is subject to the following conditions:

 The inspector will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The inspector has made no survey of the property.

The inspector will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisel and are invalid if they are so used.

5. The inspector has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The inspector will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist.

6. The inspector obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and balaves them to be true and correct. The inspector does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The inspector will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

8. The inspector has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanike manner.

9. The inspector must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the inspector's identity and professional designations, and references to any professional appraisal organizations or the firm with which the inspector's identity and professional designations, and references to any professional appraisal organizations; the mortgage insurer, consultants, professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to deta collection or reporting service(s) without having to obtain the inspector's prior written consent. The inspector's written consent and appraisal organizations, raise, or other media.

10. The inspector is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting form the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

Page 1 of 2

TRi-State Appraisal Service (706)861-3259 Form DLC DEFD — "Win TOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE CERTIFICATION: The inspector certifies and agrees that:

1. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

2. There no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sox, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

3. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this analysis is contingent on the appraised value of the property.

4. I performed this analysis in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal.

5. I have personally inspected the exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. To the best of my knowledge and belief, all statements and information in this report are true and correct, and I have not knowingly withheld any significant information.

6. I personally prepared all conclusions and opinions about the real estate that were set forth in the inspection. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

ADDRESS OF PROPERTY ANALYZED: 406 Brown Road, Chattanooga, TN 37421

INSPECTOR:

INSPECTOR:		· · · · ·		
Signature:	C.E.	flup,) un	lin
Date Signed: Mare	ch 18, 2015			
State Certification #: or State License #:				
State: TN				
Emiration Date of Cer	fifcation or License.	03/03/2016		

Page 2 of 2

Form DLC_DEFD -- "WinTOTAL" appreisal software by a la mode, inc. --- 1-800-ALAMODE

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- 3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities

- d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
- 5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
- 6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted. <u>Vendor Disclosure and Acknowledgement</u>

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)	
(PRINTED NAME)	
(BUSINESS NAME)	
(DATE)	

For further information, please see website: www.tn.gov, type in search term "List of persons pursuant to Tenn.Code Ann. 12-12-106," to see a link to the "Public Information Library." <u>https://www.tn.gov/generalservices/article/Public-Information-library</u>; There, click on List of persons pursuant to Tenn.Code Ann. 12-12-106. The link for the list which is periodically updated is: <u>https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Te_nn.Code_Ann.12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf</u>