

This instrument was prepared by:
William T. Ridley
Attorney at Law
157 Lantana Road
Crossville, TN 38555

AGREEMENT TO RELEASE LIEN

This agreement made on the ____ day of _____, 2016 by and between **SHANE FLOWERS**, (herein collectively called "Buyer") **THE CITY OF CROSSVILLE, a municipal corporation, ("City")**, (herein collectively called Lien Holder).

WITNESSETH:

The City holds a Lien on certain real property in the amount of \$13,500 located at 44A and 44B Brown Avenue Crossville, TN. Such land is part of the First Civil District of Cumberland County, Tennessee conveyed to James R. Hall and Wife Amy K. Hall and Sherri L. Hall and Timothy S. Hall, as tenants in common with the right of survivorship, by instruments including but not limited to those of record in the Register's Office, Cumberland County, Tennessee at Book 1040, page 1515: Said Lien is attached hereto as Exhibit A.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

1. The Buyer has made or entered into a contract with the owners of the above referenced property who are not parties to this agreement.
2. The City has a duly recorded lien on said property in the amount of \$13,500.
3. In consideration of Buyers payment to the City of Two Thousand Eight Hundred and Sixty Eight Dollars & 52/00 (\$2,868.52), receipt of which is acknowledged by City, the successful completion of the demolition of all structures currently erect on the said property within 30 days from the execution of this agreement, and the satisfaction of all property taxes outstanding on the said property; City agrees to release the remaining portion of said lien within 10 days of proof of completion of the terms of this agreement.
4. This contract is expressly conditioned on Buyer demolishing all structures on said property in a manner that is satisfactory to the Crossville City Codes Department within 60 days from the completion of this contract. If the demolition does not occur or is

unsatisfactory, this agreement shall be void and all sums deposited by Buyer under this agreement shall be forfeited to the City.

5. After payment by Buyer of \$2,868.52, satisfaction of all past due property taxes, and the satisfactory demolition of currently erected structures on said real property, Buyer shall be entitled to the release from the lien incorporated herein as Exhibit A. If Buyer is not in default in any particular under this contract or under any other instrument given to secure performance under this agreement.
6. Nothing in this agreement will be construed as an agreement extending between the City and the Seller nor shall this agreement make the City liable to either party. The Buyer acknowledges that the City is simply a lien holder and has does not have a fee simple interest in the property.
7. Buyer understands that any payment to the City as a result of this agreement will not be refunded in any situation and Buyer takes the sole risk in entering this agreement.
8. Nothing in this agreement shall be construed as a warranty or representation as to the state of the title on the referenced real property.
9. Nothing in this agreement shall be construed as an employment relationship between the City and the Buyer. The Buyer will demolish the structures without the supervision of the City and at his sole cost.
10. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, and in Cumberland County, Tennessee.
11. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
12. All the provisions of this agreement shall extend to, inure to the benefit of, and bind the respective heirs, devisees, personal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of that last date written below, (“Effective Date”).

BUYER:

DATE: _____

**LIEN HOLDER:
CITY OF CROSSVILLE**

Date: _____

By: _____

Its: _____

STATE OF TENNESSEE)
)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Shane Flowers**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **SHANE FLOWERS**, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of himself.

WITNESS my hand and seal of office this the _____ day of _____, 2016.

Notary Public

My commission expires: _____

STATE OF TENNESSEE)
)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **JAMES MAYBERRY**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the City of Crossville, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the City of Crossville by himself such as Mayor.

WITNESS my hand and seal of office this the _____ day of _____, 2016.

Notary Public

My commission expires: _____



EXHIBIT A

Ivy J. Gardner
Attorney at Law



September 3, 2015

James R. Hall
4040 Sparta Highway
Crossville, TN 38572

RE: City of Crossville – Citation No. 1001 – Final Order

Mr. Hall:

Enclosed, please find the Final Hearing Order for Citation No. 1001. You have been fined a total of \$13,500.00 for one violation. As stated in the Order, you have thirty (30) days to remediate the violations. If the violations are remediated, the fines will be waived. Also, you have sixty (60) days to appeal this Order to the Chancery Court of Cumberland County.

Sincerely,

Ivy J. Gardner
Administrative Hearing Officer
City of Crossville

encl.

cc: William Ridley
Sally Oglesby
Jeff Kerley
Jim Young

**CITY OF CROSSVILLE
IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

Respondent: James R. Hall

Citation No.: 1001

FINAL ORDER

This matter came before this Court on August 25, 2015, upon a Citation issued by the City of Crossville dated July 29, 2015. The Citation, which is *Exhibit 5* to the technical record, contained nine (9) separate violations, only one (1) of which were fines were requested. The violations included three (3) separate structures which sat on the property.

A. MAIN DWELLING VIOLATIONS

The first violation of the main dwelling was alleged to be a violation of the 2009 International Property Maintenance Code Section 108 and 304.1.1. Photographs were entered as exhibits and the Court refers specifically here to pages 2, 4, and 5 of *Exhibit 1*. These are photographs made on March 7, 2015 and exhibits the violation complained of by the City of Crossville.

The second violation of the main dwelling was alleged to be a violation of the 2009 International Property Maintenance Code Section 505.1. Photographs were entered as exhibits and the Court refers specifically here to the second page of *Exhibit 1*. This is a photograph made on March 7, 2015 and exhibits the violation complained of by the City of Crossville.

The third violation of the main dwelling was alleged to be a violation of the 2009 International Property Maintenance Code Section 604.3. Photographs were entered as exhibits and the Court refers specifically here to the first page of *Exhibit 1*. This is a photograph made on March 7, 2015 and exhibits the violation complained of by the City of Crossville.

The fourth violation of the main dwelling was alleged to be a violation of the 2009 International Property Maintenance Code Section 304.1.1(6). Photographs were entered as exhibits and the Court refers specifically here to pages 4 and 5 in *Exhibit 1*. These are photographs made on March 7, 2015 and exhibits the violation complained of by the City of Crossville.

The fifth violation of the main dwelling was alleged to be a violation of the 2009 International Property Maintenance Code Section 306.1.1(62). Photographs were entered as exhibits and the Court refers specifically here to the second page of *Exhibit 1*. These are photographs made on March 7, 2015 and exhibits the violation complained of by the City of Crossville.

The sixth violation of the main dwelling was alleged to be a violation of the 2009 International Property Maintenance Code Section 604. Photographs were entered as exhibits and the Court refers specifically here to the first page of *Exhibit 1*. This is a photograph made on March 7, 2015 and exhibits the violation complained of by the City of Crossville.

B. BUILDING 44 (A) – APARTMENT

The first violation of building 44 (A) referred to as the “apartment” was alleged to be a violation of the 2009 International Property Maintenance Code Section 505.1. Codes Inspector, Danny Thurman gave testimony of the violation which can be found in the official transcript of the hearing. The testimony given exhibits the violation complained of by the City of Crossville.

The second violation of building 44 (A) referred to as the “apartment” was alleged to be a violation of the 2009 International Property Maintenance Code Section 304.1.1(4)(7)(8). Photographs were entered as exhibits and the Court refers specifically here to the fourth page of

Exhibit 1. This is a photograph made on March 7, 2015 and exhibits the violation complained on by the City of Crossville.

C. BUILDING 44(B) – MANUFACTURED DWELLING

The first violation of building 44 (B) referred to as the “manufactured dwelling” was alleged to be a violation of the 2009 International Property Maintenance Code Section 108. Photographs were entered as exhibits and the Court refers specifically here to the third page of *Exhibit 1.* This is a photograph made on March 7, 2015 and exhibits the violation complained on by the City of Crossville.

The Respondent, James R. Hall, did not participate in the proceedings. Therefore, the City of Crossville asked for a default judgment against Mr. Hall. The City of Crossville has requested the maximum fines of \$500 for each violation per day since the citation was issued on July 29, 2015. The City requested default for only one (1) of the nine (9) violations with a fine totaling \$13,500.00.


ORDERED AND ADJUDGED that:

1. The Respondent, James R. Hall, is fined in the amount of \$500.00 for one violation per day for the violation of Section 108 in the main dwelling, for a total fine of \$13,500.00;
2. The Respondent, James R. Hall, is granted an additional thirty (30) days from date of the entry of this order to remedy all violations included above. If the remedies are not performed in accordance with this Order, the fines will be levied immediately upon expiration of their respective deadlines.
3. If the remedies occur prior to the deadlines as established in this Order, the applicable fines will not be levied and there will be no sum due and owing.

This Order is effective immediately upon its execution, the public welfare requiring it.

The Respondent has the right of judicial review in the Chancery Court of Cumberland County. The appeal must be filed within sixty (60) days from the entry of this Order. The appeal does not automatically stay this Order.

Entered this 3rd day of Sept, 2015.



Ivy J. Gardner
Administrative Hearing Officer
City of Crossville

CERTIFICATE OF SERVICE

I certify that an exact copy of this Order has been served on the following via Certified Mail:

James R. Hall
Respondent
4040 Sparta Highway
Crossville, Tennessee 38572


William Ridley, Esquire
City of Crossville
236 Miller Avenue, Suite 103
Crossville, TN 38555

Sally Oglesby
City of Crossville Clerk
392 N. Main Street
Crossville, TN 38555

Jeff Kerley
Codes Department
392 N. Main Street
Crossville, TN 38555

Jim Young
Crossville Chronicle

This the 3rd day of Sept, 2015.



Ivy J. Gardner
Administrative Hearing Officer