

# City of Loudon, Tennessee Loudon Regional Planning Commission

AGENDA LOUDON CITY HALL 2480 Hwy. 72 N. WEDNESDAY, September 4, 2024 12:30 P.M.

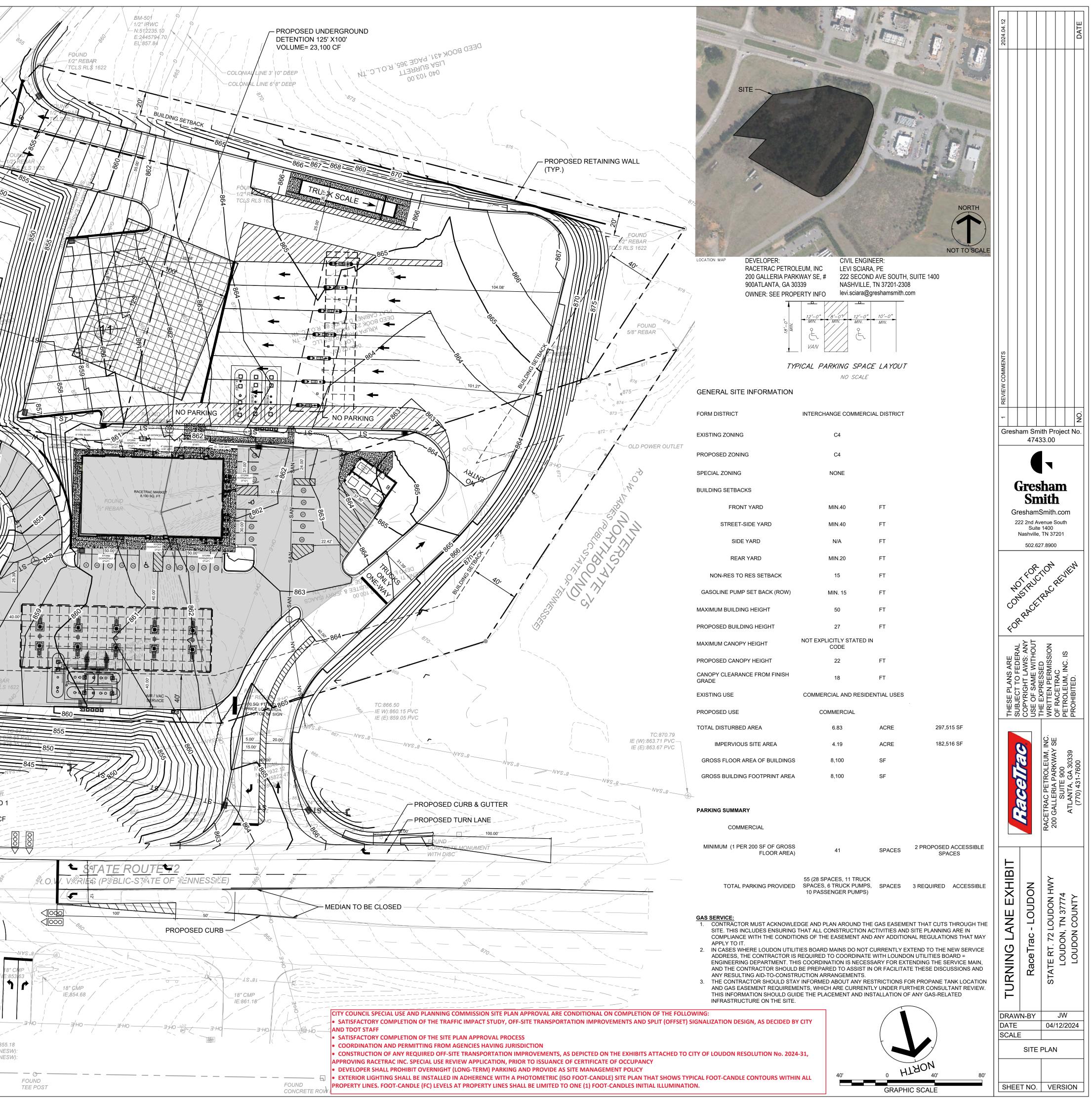
- 1. Call to Order
- 2. Pledge of Allegiance and Roll Call

Debbie Hines, Chairman Kevin Bookout Dennis Brennan, Vice-Chairman Ham Carey Tim Dixon Tim Henley, Secretary Kelly Brewster David Meers Clayton Pangle Scott Wilson

- 3. Approval of Minutes August 7, 2024 Meeting
- 4. New Business;
  - A. Application #120: Site Plan Review, RaceTrac, Commercial Park Drive, Applicant Brendan Sexton, Property Owner Krupa Properties, LLC, Tax Map 040 Parcels 99.00-102.00, C-4 – Interchange Commercial;
  - B. Amending Master Plan, Tennessee National, Applicant, Matt Brazille, Property Owner's Representative, TN National, LLC, Tax Map 023 Parcel 001.00, PDD, Planned Development District;
  - C. Application #129, Final Plat Review, Tennessee National, Pod 15-A, Applicant, Matt Brazille, Property Owner's Representative, TN National, LLC, Tax Map 023 Parcel 001.00, PDD, Planned Development District;
  - D. Application #130, Final Plat Review, Tennessee National, Pod 17, Applicant, Matt Brazille, Property Owner's Representative, TN National, LLC, Tax Map 023 Parcel 001.00, PDD, Planned Development District;
  - E. Application #123: Request for Rezoning of two Parcels, from R-1 Low-Density Residential District to Small Planned Development District (SPDD), 2492 River Road, Applicant, Clayton Pangle, Property Owner, Robert and Kerry Tripp, Tax Map 040 Parcel 036.00 and 040 Parcel 037.00, R-1 – Low-Density Residential;

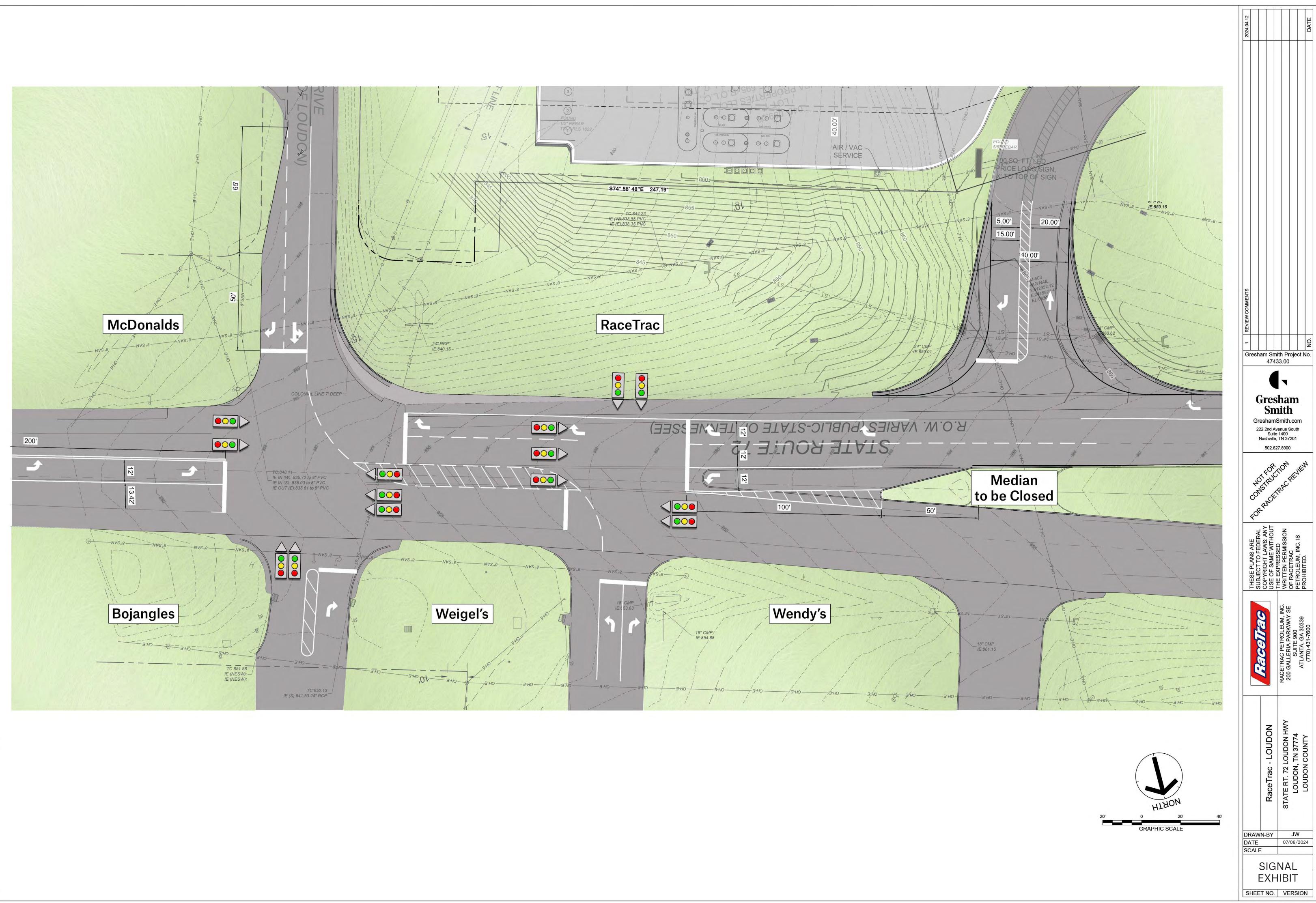
- F. Application #127: Site Plan Review for Automobile Wrecking, Junk, & Salvage Yard, 3827 Lee Highway, Applicant Jack Qualls, Property Owner, Dennis E. Jr and Chasidy Hachmann, Tax Map 048 Parcel 098.00, M-1 Light Industrial;
- 5. Additional Public Comments
- 6. Announcements and/or comments from Board/Commission
- 7. Adjournment

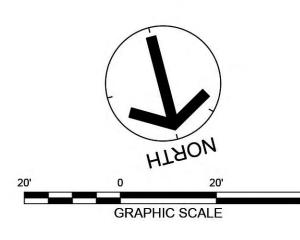
PROPERTY TABLE	LEGEND		
040 099.00 LOT 1	STM STM	= EXISTING STORM	
KRUPA PROPERTIES LLC DEED BOOK 233, PAGE 595, R.O.L.C.,TN PLAT CABINET D, SLIDE 85, R.O.L.C.,TN	SAN SAN G G G	<ul><li>EXISTING SANITARY</li><li>EXISTING GAS</li></ul>	
040 101.00 LOT 2		= EXISTING WATER	J'HA SE
KRUPA PROPERTIES LLC DEED BOOK 233, PAGE 595, R.O.L.C.,TN PLAT CABINET D, SLIDE 85, R.O.L.C.,TN	они	= EXISTING OVERHEAD ELECTRIC	
040 102.00 LOT 3		<ul><li>= EXISTING CONTOURS</li><li>= SETBACKS / LBA</li></ul>	
KRUPA PROPERTIES LLC DEED BOOK 233, PAGE 595, R.O.L.C.,TN PLAT CABINET D, SLIDE 85, R.O.L.C.,TN	ZZZZZZ	<ul> <li>PROPERTY LINE</li> <li>PROPERTY LINE TO BE REMOVED</li> </ul>	
040 100.00 GLENN THOMPSON TRUSTEE & JERRY ISAACS	T	= CONCEPTUAL DRAINAGE PATTERN	8522
DEED BOOK 420, PAGE 252, R.O.L.C.,TN	<b>←</b> →	(SURFACE) = TRAFFIC DIRECTION	S- T
040 103.00 SOUTH ADJACENT LOT ZONING: M2 LISA SURRETT		<ul><li>PROPOSED SANITARY</li><li>PROPOSED DOMESTIC WATER</li></ul>	
DEED BOOK 431, PAGE 365, R.O.L.C.,TN		= PROPOSED RETAINING WALL	K 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
PER SECTION 14-309,5-B OF THE LOUDO 12/17/2013 "EACH PARKING SPACE SHAI			849 - 846 -
SQUARE FEET IN AREA PRELIMINARY DETENTION EXISTING SITE VOLU	ME PROPOSED DETENTION QTY VOL	UME PROPOSED POND 2	3-1
QTY CALCULATIONS X = CRA/12	REQUIREMENTS CALCULATIONS X = CRA/12	VOLUME= 68,800 CF	850 850 850 850
C = 0.40 A = 288,367 SF R = 6.72 INCHES	C = 0.74 A = 288,367 SF R = 6.72 INCHES	847	
X = (0.40)(6.72)(288,367) / 12 = 64,595 CF	X = (0.74)(6.72)(288,367) / 12 = 119,	512 CF	
DETENTION SIZED BASED ON A 24-HOUR STORM OF PRE-DEVELOPMENT CONDITIONS OF THE SITE (4.8 FREQUENCY UNDER THE POST DEVELOPED CONDI	NCHES) AND A 24-HOUR STORM OF 25-YEAR		88 870
PEAK FL DESIGN FREQ. 2 5	OWS, Q cfs 10 25 50	100	101 2 101 2 10 101 2 10 101 2 10 10
PRE-DEVELOPED 3.57 6.8 POST-DEVELOPED 3.17 3.99			887 100.00.00.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00
LAND DEVELOPMENT CODE (LDC) GENERAL NOTES:	<u>3.37 <u>7.00</u> 0.43</u>		Грино I — — — — — — — — — — — — — — — — — —
1. NO PORTION OF THE SITE IS WITHIN THE 100 YEAR FLOOD PLAIN     2. DOCUMENTATION WILL BE REQUIRED PRIOR TO CONSTRUCTION	,		845 844 844 844 844 844 844 844 844 844
ALL LIGHTING REGULATIONS PER SECTION 14-618 OF THE CITY 3. ALL SIGNAGE WILL COMPLY WITH THE REQUIREMENTS OF CITY	OF LOUDON ZONING ORDINANCE SUPPLEMENTAR	Y REGULATIONS.	
PERMITTED WITHIN THE RIGHT OF WAY. 4. OFF-STREET LOADING AND REFUSE COLLECTION AREAS SHALL	BE LOCATED AND SCREENED PER SECTION 14-31		
LOUDON ZONING ORDINANCE 5. LOT PROPERTY LINES ARE LOCATED VIA ALTA SURVEY. 6. MITICATION MEASURES FOR DUST CONTROL SUALL RE IN PLACE			
<ol> <li>MITIGATION MEASURES FOR DUST CONTROL SHALL BE IN PLACE EMISSIONS FROM REACHING EXISTING ROADS AND NEIGHBORIN LOUDON ZONING ORDINANCE.</li> </ol>			
<ol> <li>THE DEVELOPMENT LIES WITHIN THE LOUDON CITY FIRE DEPAR</li> <li>BOLLARDS TO BE USED AND SHOULD SATISFY THE REQUIREME</li> </ol>		UPON SITE	845
LAYOUT REVIEW. HEALTH DEPARTMENT NOTES:			840
<ol> <li>ALL PROJECT-RELATED CONSTRUCTION MUST SECURE HEALT DEPARTMENT, IN COMPLIANCE WITH THE REGULATIONS SET B' COMMISSIONER, STAFF PLANNER, THE BOARD OF ZONING APP</li> </ol>	LOUDON COUNTY BUILDING		
SANITARY SEWER SERVICE		18" CMP IE:839.31	
1. CONTRACTOR MUST ESTABLISH A CONNECTION TO THE FRONT RIGHT-OF-WAY OF U.S. 72. THIS INCLUE REQUIRED OFFSITE SANITARY SEWER EXTENSION,	ES COORDINATING THE INSTALLATION O	F THE	
STANDARDS. 2. CONTRACTOR IS TASKED WITH ENSURING ALL UTIL			
SERVICE REGULATIONS. THIS INCLUDES THE DEDIC EASEMENTS AND ADHERING TO THE LAYOUT AS DE DOCUMENTATION.			
3. CONTRACTOR IS RESPONSIBLE FOR THE PROPER I CONNECTION TO THE EXISTING SANITARY LINE AND	MANHOLE AS PER THE PROJECT'S SPE	UDING THE BLACK	
THIS SHOULD BE DONE IN ACCORDANCE WITH THE LOUDON UTILITIES BOARD, ENSURING A SEAMLESS INFRASTRUCTURE.			
WATER SERVICE:           1. CONTRACTOR MUST ESTABLISH A CONNECTION           RIGHT-OF-WAY OF COMMERCIAL PARK DRIVE. TO			
PROVIDED IN ATTACHMENT NUMBER 19 OF THE WATER SERVICE, AS THERE IS CURRENTLY NO	SIR, TO ACCURATELY LOCATE AND CONN		
2. CONTRACTOR IS RESPONSIBLE FOR ENSURING WATER SERVICE COMPLY WITH THE REGULATIO BOARD, WHICH OWNS THE WATER SERVICE FOR	NS AND STANDARDS SET BY THE LOUDO	N UTILITIES	
3. IF BUILDING REQUIRES SPRINKLING, THE CONTR	BOTH ON-SITE AND IN THE RIGHT-OF-WAY	(R/W).	
CONDUCTED FROM THE NEAREST HYDRANT AN ATTACHMENTS. ADDITIONALLY, THEY SHOULD S REQUIREMENTS THAT ARE CURRENTLY UNDER	D PROVIDE THE FLOW TEST RESULTS IN TAY UPDATED ON ANY WATER EASEMEN	THE PROJECT	
THE PROJECT PLANNING AND EXECUTION.			
		1/2/ PEBAR TCLS/RLS 1622	
	2	Wess	PROPOSED POND
۲ Pi	ROPOSED SIGNAL	NAS "8	24"RCP DETENTION 1E:840.15 VOLUME= 9,100 CF
PROPOSED STRIPING		-850	
50'	200'		
	13.42	950 1E IN (S): 836.03 to 8" PVC 1E OUT (E):835.61 to 8" C	
	G		
PROPOSED TURN ARROW -			NAS "8NAS "8NAS "8
(TYP.)			- PROPOSED
	PROPOSED SIGNAL -		STOP BAR (TYP.)
		$ TC: \frac{3}{851.88} + HO \frac{3}{10} + HO $	
		IE (NESW): TC:852.13 IE (S):841.53 24" RCP	FOUND 5/8" REBAR
		Т	C:855.64
		IE	(NESW): IE (NE (NESW):

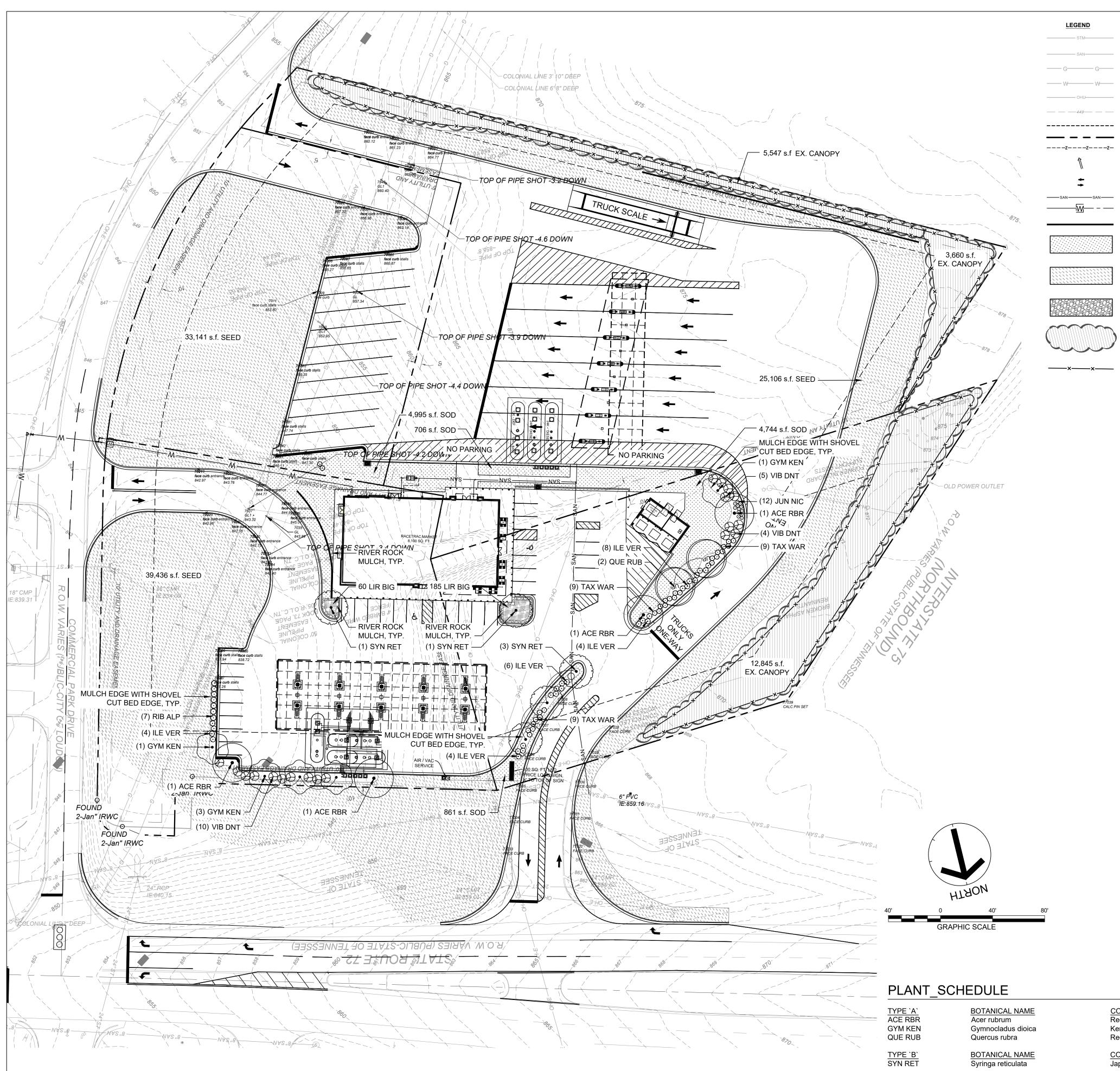




bal.gsp\data\nf\lo\_nf02\4743300\01Work\01CAD\06LP\Sheets\47433.00\_Site Rendering\_JP.dwg - Lisa Shuster - 4/12/2024 11541565







# LEGEND

# = EXISTING STORM = EXISTING SANITARY

- = EXISTING GAS
- = EXISTING WATER
- = EXISTING OVERHEAD ELECTRIC
- = EXISTING CONTOURS
- ----- = SETBACKS / LBA
  - PROPERTY LINE PROPERTY LINE TO BE REMOVED
  - CONCEPTUAL DRAINAGE
  - PATTERN (SURFACE)
  - = TRAFFIC DIRECTION
  - = PROPOSED SANITARY = PROPOSED DOMESTIC WATER PROPOSED RETAINING WALL

AREA TO BE SODDED WITH KY-31 FESCUE.

AREA TO BE HYDROSEEDED

AREA TO BE MULCHED WITH RIVER ROCK

FXISTING PERIMETER VEGETATION TO BE PRESERVED (APPROX.)

TREE PROTECTION FENCE AT DRIP LINE OF EX. CANOPY TO REMAIN

<u>SHRUBS</u> ILE VER

JUN NIC

**RIB ALP** 

VIB DNT

LIR BIG

RR

SEED

TAX WAR

GROUND COVERS

<u>BOTANICAL NAME</u> Ilex verticillata 'Jim Dandy' Juniperus chinensis 'Nick's Compact' Ribes alpinum Taxus x media 'Wardii' Viburnum dentatum

BOTANICAL NAME Festuca arundinacea 'Kentucky 31' Liriope muscari 'Big Blue' River Rock Mulch Turf Hydroseed

COMMON NAME Red Maple Kentucky Coffeetree Red Oak

COMMON NAME Japanese Lilac

COMMON NAME Jim Dandy Winterberry Nick`s Compact Juniper Alpine Currant Ward Anglo-Japanese Yew Arrowwood Viburnum

COMMON NAME Kentucky Tall Fescue Big Blue Lilyturf River Rock Drought Tolerant Fescue Blend



DEVELOPER: RACETRAC PETROLEUM, INC 200 GALLERIA PARKWAY SE, # 900ATLANTA, GA 30339 OWNER: SEE PROPERTY INFO

CIVIL ENGINEER: JACOB BELWOOD, PE 111 WEST MAIN STREET SUITE 201 LOUISVILLE, KY 40202

jacob.belwood@ greshamsmith.com

LOT LANDSCAPE REQUIREMENTS	
Total Site Area	6.83 ACRES
Existing Tree Canopy Area	XXXX SF (approx)
Existing Tree Canopy To Be Preserved	22,052 SF (approx)
Required Landscaping per Acre	
Canopy Tree (min. 5" cal.)	20
Canopy Tree (min. 3" cal.)	41
Canopy Tree (min. 2" cal.)	55
35 Shrubs (min. 18" ht.)	239
10 s.f. per each parking space	550 s.f.
Provided Landscaping	
Canopy Tree (min. 3" cal.)	11*
Canopy Tree (min. 2" cal.)	5*
35 Shrubs (min. 18" ht.)	91*
Interior landscaping	607 s.f.

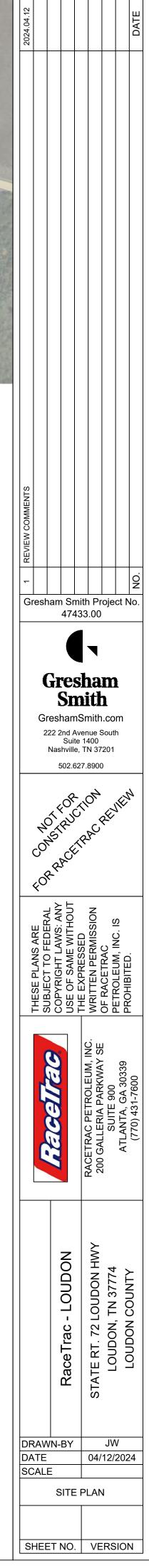
\*CONSIDERATIONS REQUESTED:

1. THE PERIMETER OF THE PROPERTY IS HEAVILY VEGETATED WITH MATURE TREES. EXISTING PERIMETER SCREENING SHALL BE PRESERVED TO THE GREATEST EXTENT POSSIBLE.

2. SITE CONSTRAINTS (UTILITY LINES. POLES, EASEMENTS, STRUCTURES) LIMIT THE AVAILABILITY FOR PERIMETER SCREENING.

3. PROPOSED GRADES LIMIT THE AVAILABILITY FOR SCREENING/PROVIDE NATURAL ELEVATION BUFFER.

ROOT 3" cal. 3" cal. 3" cal.	<u>SIZE</u>	<u>ROOT</u> B & B B & B B & B	<u>SPACING</u> AS SHOWN AS SHOWN AS SHOWN	<u>QTY</u> 4 5 2	<u>REMARKS</u> Pkg. lot tree - 6' clear trunk Pkg. lot tree - 6' clear trunk Pkg. lot tree - 6' clear trunk
ROOT 2" cal.	SIZE	<u>ROOT</u> B & B	SPACING AS SHOWN	QTY 5	Pkg. lot tree - 6' clear trunk
CONTAINER 3 gal 3 gal 3 gal 3 gal 5 gal	<u>MIN.HEIGHT</u> 18" 18" 18" 18" 30"	<u>ROOT</u>	SPACING AS SHOWN/APPROX. 48" O.C. AS SHOWN/APPROX. 48" O.C. AS SHOWN/APPROX 48" O.C. AS SHOWN/APPROX. 48" O.C. AS SHOWN/APPROX 72" O.C.	<u>QTY</u> 26 12 7 27 19	
CONTAINER SOD 4" pots N/A cont.	<u>MIN.HEIGHT</u>	<u>ROOT</u>		QTY 11,306 sf 245 275 sf 97,683 sf	



### **RESOLUTION NO. 2024-31**

### APPROVING RACETRAC INC. SPECIAL USE REVIEW APPLICATION

WHEREAS, An application for Special Use Review in adherence with Section 14-314 of the City of Loudon Zoning Ordinance is required for development of a Truck Stop within the C-4, Interchange Commercial Zoning District; and

**WHEREAS,** RaceTrac Inc. applied for Special Use Review of a proposed Truck Stop within the C-4, Interchange Commercial Zoning District at the corner of Commercial Park Drive and Highway 72; and

WHEREAS, The Loudon Regional Planning Commission must provide a recommendation to Loudon City Council to Approve, Approve with Conditions, or Deny the Special Use application; and

**WHEREAS,** The Loudon Regional Planning Commission passed a motion on August 7, 2024 to provide City Council a recommendation to Approve the Special Use with Conditions; and

WHEREAS, A Public Hearing has been held for public comments; and

WHEREAS, The Loudon City Council must Approve or Deny the application.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Loudon, Tennessee as follows:

**Section 1.** The Loudon City Council hereby Approves the RaceTrac Inc. application for Special Use of a Truck Stop at the corner of Commercial Park Drive and Highway 72 with the following Conditions:

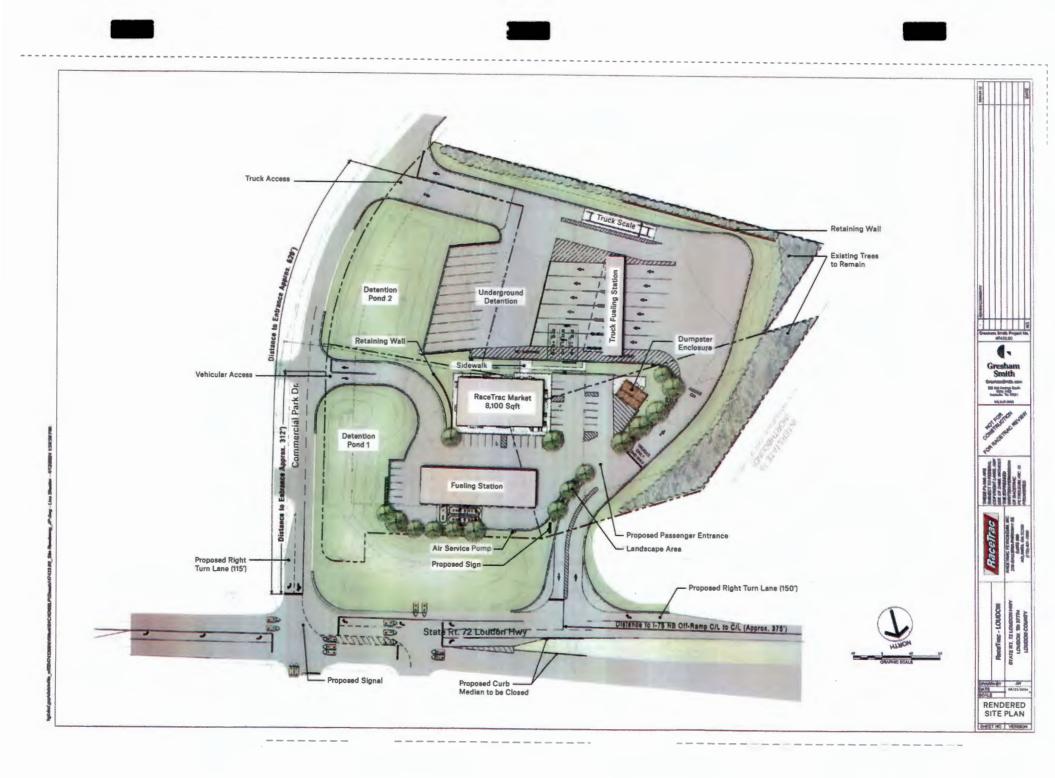
- Satisfactory completion of the Traffic Impact Study and off-site transportation improvements design plans for the Split (Offset) Signalization, as decided by City and TDOT staff; and
- o Satisfactory completion of the Site Plan approval process; and
- Construction of any required off-site transportation improvements, as depicted on the exhibits attached to this resolution, prior to issuance of Certificate of Occupancy; and
- Developer provides assessment and provisions for overnight parking and light pollution.

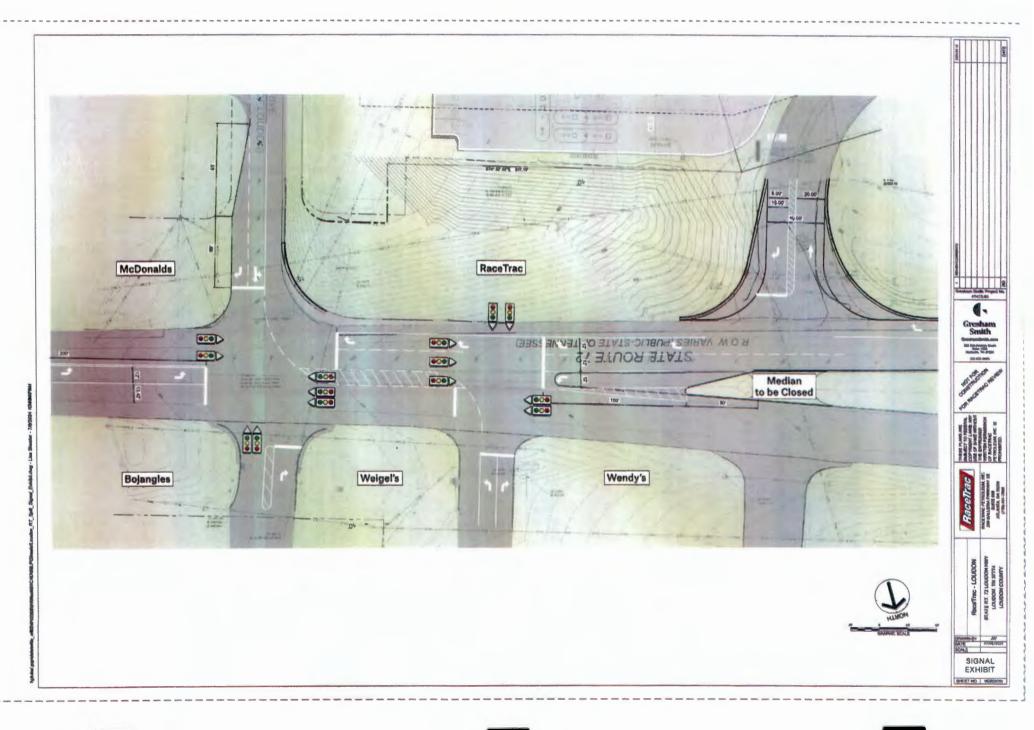
Jelina Huni

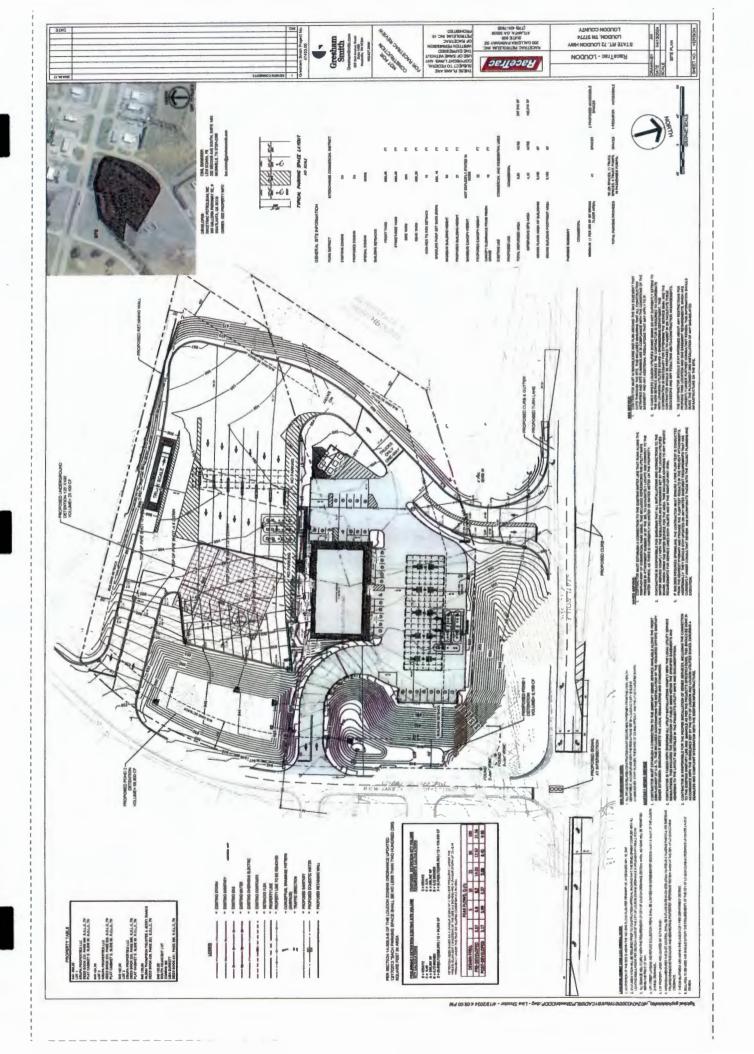
Have Marin

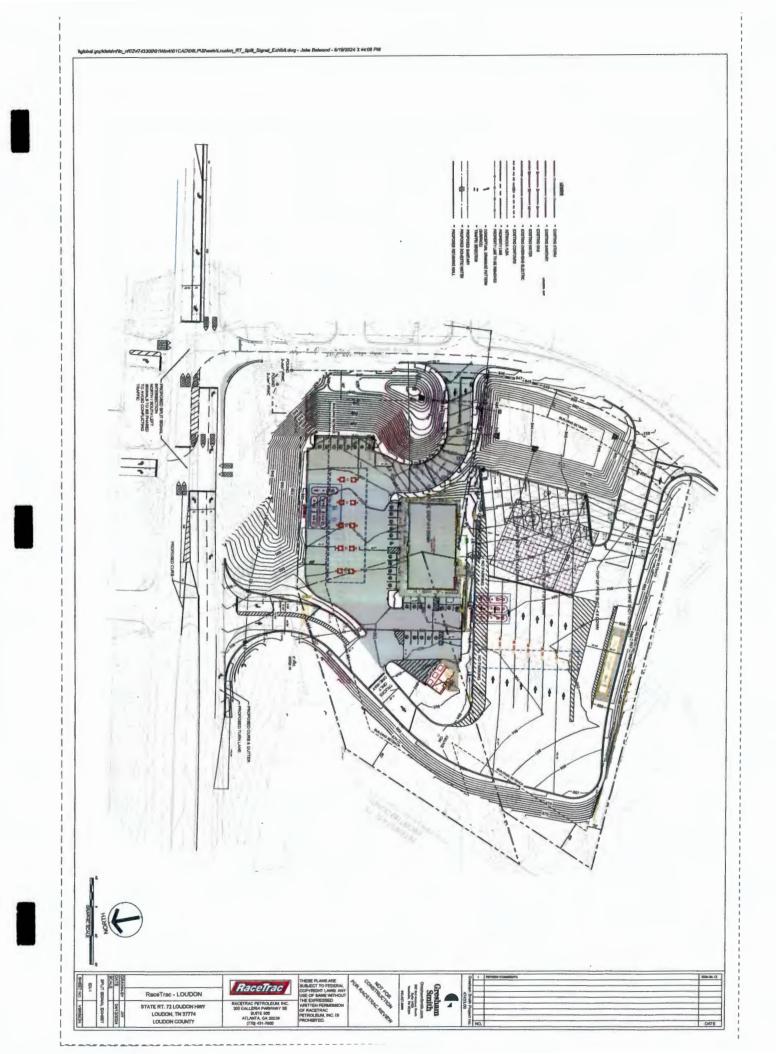
Passed: <u>08-26-24</u>

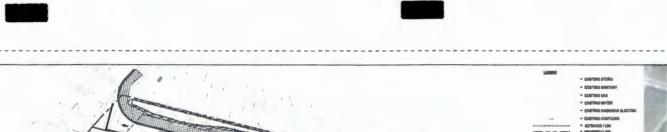






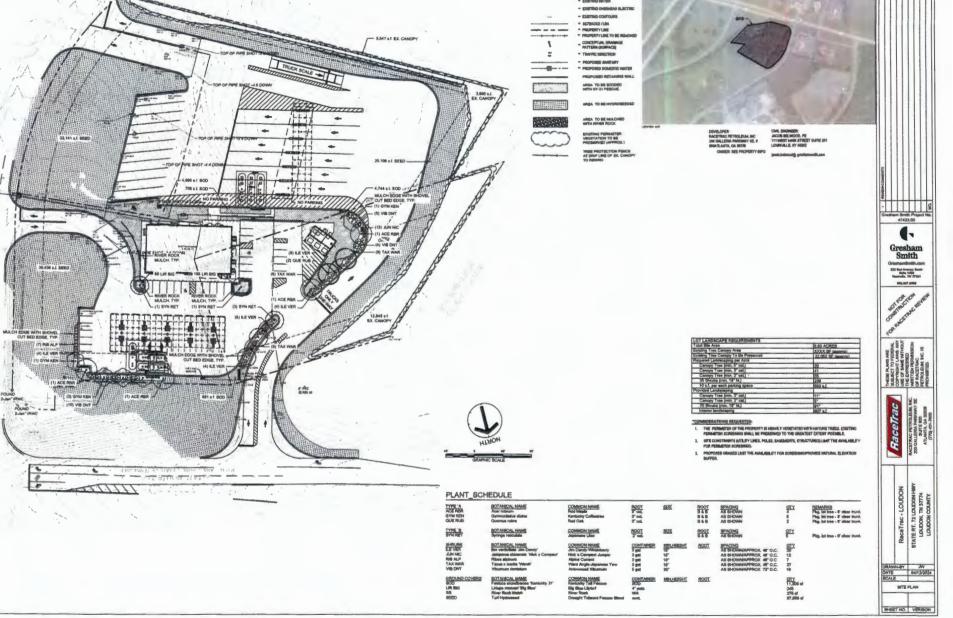






ä

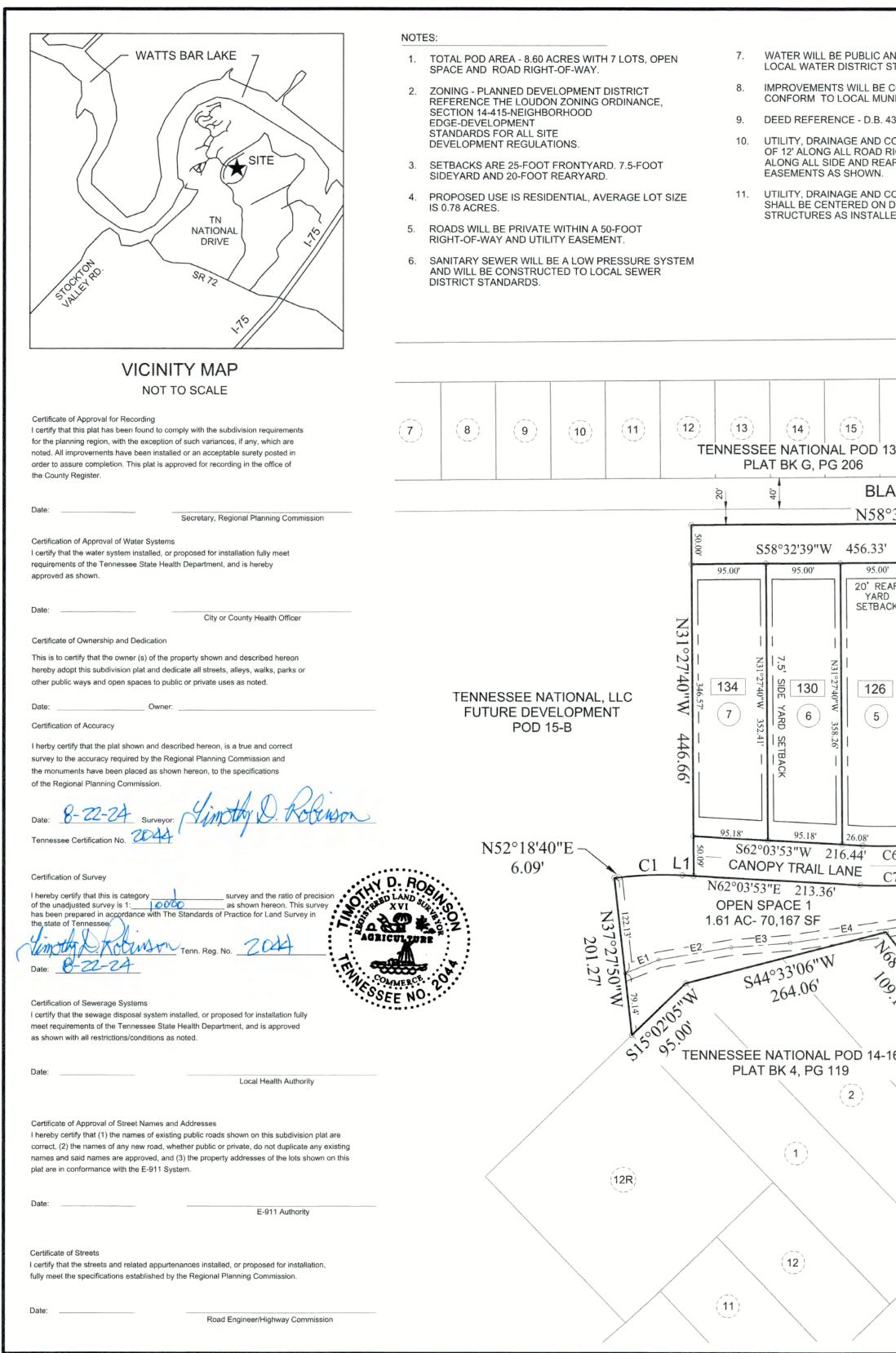
8





JOLAN 35824\3582407\04\_CAD\CIVLMaster Site and Surveyl





AND CONSTRUCTED TO STANDARDS.	Curve #	Length	Radius	CURVE TABL	E Chd. Length	Chd. Bearing			Z
CONSTRUCTED TO	C1	80.86'	475.00'	9°45'13"	80.76'	N57°11'17"E			HINON OB
JNICIPALITY STANDARDS.	C2	54.60'	991.21'	3°09'21"	54.59'	N60°07'19"E			(O)A
430, PAGE 659 CONSTRUCTION EASEMENTS	C3	24.62'	275.00'	5°07'48"	24.61'	N78°15'43"W		7	,
RIGHT-OF-WAYS AND 5' AR LOT LINES PLUS OTHER	C4	45.48'	75.00'	34°44'51"	44.79'	S81°47'57"W		>/	
AR LOT LINES PLUS OTHER	C5	95.54'	525.00'	10°25'38"	95.41'	S59°12'43"W		$\mathcal{N}$	
CONSTRUCTION EASEMENTS I DRAINAGE & SEWER	C6	66.87'	475.00'	8°04'00"	66.82'	S58°01'53"W		٧	
LED.	C7 C8	73.91' 86.45'	525.00' 475.00'	8°04'00" 10°25'38"	73.85' 86.33'	N58°01'53"E N59°12'43"E			
	C9	15.16'	25.00'	34°44'51"	14.93'	N81°47'57"E	0 5	50 100	200
	C10	51.84'	941.21'	3°09'21"	51.84'	S60°07'19"W	G	RAPHIC SC	ALE
								CALE: 1" =	
								EMENT LINE TAI	
			~	1			Line #	Direction	Length
(16)   (17)   (18)   (19)   (2)	20) (	21)	( <b>1</b> )	( <u>2</u> )	(3)	(4)	E1	N37°16'12"E	46.44'
13-C			TEN	NESSEE	NATIONAL	POD 19	E2	N49°12'44"E	93.58'
				PLAT E	3K 4, PG 11	5	E3	N54°29'11"E	75.66'
ACK ROCK LANE N6	1°42'0	0"E		1.			E4	N50°40'50"E	148.29'
	54.33'						E5 E6	N58°23'55"E N86°46'51"E	75.12' 95.39'
OPEN SPACE 2 S61	°42'00''	W 5						100 40 51 E	
	157.09'	W 50.08'						LINE TABLE	
0' 95.00' 76.33' L=18.67' L=33.17 <sup>,61.95'</sup>	95.1	4'	-	TENNESS		NAL	Line #	Direction	Length
					DD 19-A 3K 4, PG 12	20	L1	N62°03'53"E	14.34'
			$\sim$	FLATE		.0	L2	N80°49'37"W	5.01'
	1		S310		1		L3	S53°59'54"W	49.85'
- N31°27	1210		1°27'40"E	25)	(2	24)	L4	N53°59'54"E	49.85'
N31°27'40"W 3		0   3	'40				L5	S80°49'37"E	5.01'
$  \leq   (1) \leq   (2)   \leq   (2)     \leq   (2)     \leq   (2)       \leq   (2)                                      $	1 (1	8.35	"F 448 43'				LOT	LOT AREAS SQ.FT. ACF 35,871 0.8	
25' FRONT			22				2	34,568 0.7	79
YARD SETBACK							3	33,890 0.7	78
2.16' 47.69' L=47.50' L=48.04' 47.30' 95.50'							4	33,789 0.7	78
$CC = 13$ $\gtrsim C5$ $CC = CC$	25.08'	$\geq$		1			5	34,197 0.7	
$C/$ $L^4$	7.88' C	X					6	33,757 0.7	
20' DRAINAGE N64°25'32"E 167.3		54.73 7.7	3		(8)	(9)	7	33,202 0.7	6
36 121.88 S35° 52'10"W 383.				(7)					
12 02 121.88 5350 52 10		/	$\langle \rangle$						
30-30-30-30-30-30-30-30-30-30-30-30-30-3		6)						EGEND ADDRESS	
-16 ③ ④					8301 -	ATIONAL, LLC TN NATIONAL DR.	520 W	E DESIGN SO EST SUMMIT	HILL DR.
				7	ATTN	ON, TN 37774 : NICK JAMES IE: 865-408-9992	TIM R	VILLE, TN 379 OBINSON, RL E: 865-934-41	S 2044
						FINAL	- PLA	ΛT	
OLD DOGNOOD TRAIL 44 TENNESSEE NATIO PLAT BK 4,		(43)		-	TENNE	SSEE NA	TION	IAL PO	D 15-A
GNOC (44)		~			TA	AX MAP 23, PAR		ARCEL 1	00
			16			CIVIL DISTRICT			
PLAT BK 4,	PG 119	1						DRAWN	
		`			BA	<b>ARG</b>		DATE: 08	
$\times$ $\times$ $\setminus$ $\bigcirc$ $\setminus$						DESIGN SOLUT		DATE: 08	-22-2024

© Copyright 2021, Barge Design Solutions, Inc. ALL RIGHTS RESERVED

REVISED:

FILE NO. 35824-23

DESIGN SOLUTIONS

520 West Summit Hill Drive // Suite 1202 // Knoxville, Tennessee 37902 PHONE (865) 637-2810 // FAX (865) 673-8554



MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498 Phone: (800) 678-8171 FAX: (515) 243-3854

### SUBDIVISION BOND

Bond No. 101196726

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, TN National, LLC

as Principal, and <u>Merchants National Bonding, Inc.</u> (hereinafter called the Surety) are held and firmly bound unto the <u>City of Loudon, Tennessee</u> 201 Alma Place Loudon, TN 37774

dollars (\$2,352,528.75\*\*). lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal is platting certain lots entitled Tennessee National Pod 15 as prepared by

**Barge Design Solutions** 

being an official	Loudon				
County of	Loudon	, State of	TN		

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following improvements:

Tennessee National Pod 15: Earthwork, Storm Drainage, Roads, Parking Lots, Water, Sewer and Electrical; Loudon, TN

ALL such improvements to be completed in accordance with an agreement between the Principal and the Obligee.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS W	HEREOF, we have	ave hereunto set our hands and seals this	18th
day of	July	, 20 <u>_24</u> .	
		TN National, LLC	>
		By Merchants National Bonding, Inc.	
CON 0303 (2/15)		By R. Graham Nash, Attorney-in-Fact	



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024

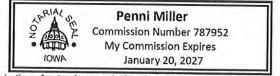


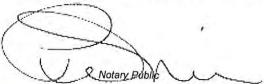
MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY By President

MERCHANTS BONDING COMPANY (MUTUAL)

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





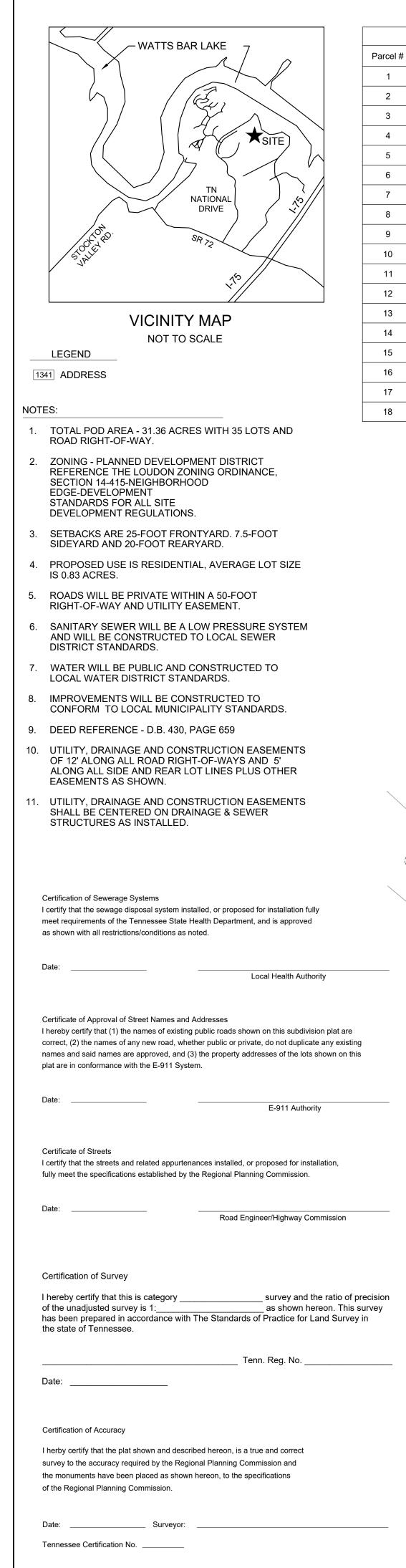
(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of July , 2024

10N4 RPORTO 02 2003 60 1933 6 1933 Secretary

POA 0018 (1/24)

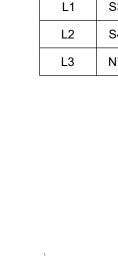


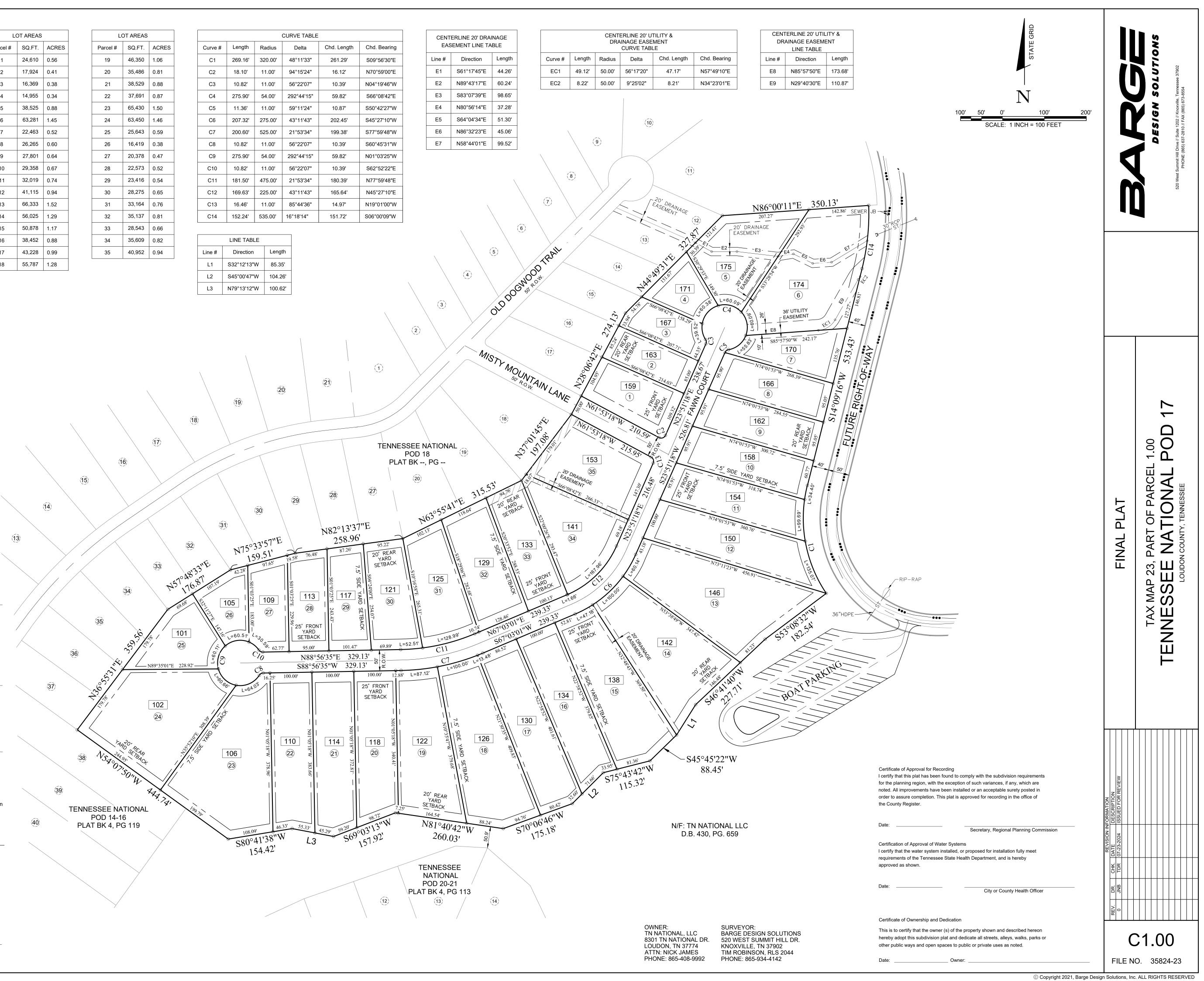
F:\35\35824\3582423\04\_CAD\SURV\Pod 17\35824\_23 Pod 17 FP.dwg, 7/23/2024 9:24:02 AM, JNBridwell

LC	OT AREAS	
Parcel #	SQ.FT.	ACRES
1	24,610	0.56
2	17,924	0.41
3	16,369	0.38
4	14,955	0.34
5	38,525	0.88
6	63,281	1.45
7	22,463	0.52
8	26,265	0.60
9	27,801	0.64
10	29,358	0.67
11	32,019	0.74
12	41,115	0.94
13	66,333	1.52
14	56,025	1.29
15	50,878	1.17
16	38,452	0.88
17	43,228	0.99
18	55,787	1.28

LC	OT AREAS	
Parcel #	SQ.FT.	ACRES
19	46,350	1.06
20	35,486	0.81
21	38,529	0.88
22	37,691	0.87
23	65,430	1.50
24	63,450	1.46
25	25,643	0.59
26	16,419	0.38
27	20,378	0.47
28	22,573	0.52
29	23,416	0.54
30	28,275	0.65
31	33,164	0.76
32	35,137	0.81
33	28,543	0.66
34	35,609	0.82
35	40,952	0.94

Curve #	L
C1	2
C2	1
C3	1
C4	2
C5	1
C6	2
C7	2
C8	1
C9	2
C10	1
C11	18
C12	10
C13	1
C14	15
	1 11







MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498 Phone: (800) 678-8171 FAX: (515) 243-3854

# SUBDIVISION BOND

Bond No. 101196705

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, TN National, LLC

as Principal, and \_\_\_\_\_\_\_ Merchants National Bonding, Inc. \_\_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the City of Loudon, Tennessee 201 Alma Place Loudon, TN 37774

dollars (<u>\$1,779,133.00\*\*</u>), lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal is platting certain lots entitled <u>Tennessee National Pod 17 as prepared by</u>

**Barge Design Solutions** 

being an official plat lying within the City of		Loudon			
County of	Loudon	, State of	TN		

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following improvements:

Tennessee National Pod 17: Earthwork, Storm Drainage, Roads, Parking Lots, Water, Sewer and Electrical Loudon, TN

ALL such improvements to be completed in accordance with an agreement between the Principal and the Obligee.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS	S WHEREOF, we have	we hereunto set our hands and seals this	26th
day of	June	, 20 <u>24</u>	
		TN National, LLC	5
		By	8
		Merchants National Bonding, Inc.	
CON 0303 (2/1	5)	By R. Graham Nash, Attorney-in-Fact	



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .



#### STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



S	,
V & Notary P	abolite

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of June , 2024 .

1933

William Warner g.

# City of Loudon Planning Application Details

Planning Application # 123

Description	Residential District to Small Planned Development District. The residence on Parcel 036.00 was constructed in 1857 and is on the Historic Register. Continued preservation of the residence and property is planned, while allowing for a proposed commercial use, including, but not limited to, small events and overnight stays. Parcel 037.00 comprises three (3) existing structures. Two of the structures have historic value, but current information does not state inclusion of the third in the Historic Registry. Two buildings were built in the same timeframe as the house, and utilized as slave quarters. One building was refurbished and rented residentially. The request is to use this building in terms of the overall plan as a multi-use building. However, the other slave quarters in earlier years was partially burned and not restored. The request is to use this building by preserving as much of the original brick sides as possible, adding construction for use as commercial kitchen to support catering events. The third building has been used as 14,000 square feet horse barn / event center, and has a small extension that been rented as a separate apartment. The request is to continue to use this facility with appropriate improvements to better accommodate use as an event center. A conceptual plan is attached.		
Tenative Meeting Date		09/04/2024	
Development Name		Project NDA	
Parcel ID		040 036.00 & 040 037.00	
LinkGoogleMaps		https://maps.app.goo.gl/2WZXYajev56JsP54A	
Meeting Board Authority		3.) Planning Commission	
Application Type		Rezoning	

Proposed Use			Other	
Gross Square Footage of new building or addition		uilding or	0	
Location		2 River Road Ion, TN 37774		
Person making request (Title)		Applicant (general)		
Person Making Request Victor Claytor		Victor Clayto	n Pangle	
Person making requestvcp@att.neEmail		<u>vcp@att.net</u>		
Person Making Request600 Grove StrAddressLoudon, TN 3				
Date Received 08/09/20		08/09/2024		
Misc. Files V1 trippproper		<u>trippproperty</u>	<u>siteplan.pdf</u>	
Property Owner Robert A. &		Robert A. & K	erry F. Tripp	
Owner Email         vcp@att.net		<u>vcp@att.net</u>		
Owners Address2492 River RoLoudon, TN 37				



# Multi-use Building (old slave quarters)

Kitchen (old slave quart

Gazebo

Home Additional Parking

857

Historic



<u>ACCESSORY BUILDING</u>: A subordinate building, the use of which is incidental to that of a main building and located on the same lot therewith.

<u>ACCESSORY USE</u>: A use customarily incidental, appropriate, and sub-ordinate to the principal use of land or buildings and located upon the same lot therewith.

<u>ADULT BOOKSTORE</u>: An establishment <u>with 1% or more of its sales</u> attributable to books, magazines, motion pictures, videos, periodicals and other materials which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas" (as defined herein) for the sale to or for the observation by patrons therein.

<u>ADULT MOTION PICTURE THEATER</u>: A public place, whether open or enclosed, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to "Specified Sexual Activities" or "Specified Anatomical Areas" (as defined therein) for the observation by patrons therein.

<u>ALLEY</u>: A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility and public service purposes.

<u>ALTERNATIVE TOWER STRUCTURE</u>: Man-made trees, clock towers, bell steeples, light poles, power poles or structures and similar alternative-design mounting structures that camouflage or conceal the presence of towers or antennas.

<u>ANTENNA</u>: Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

<u>AREA, BUILDING</u>: The total areas taken on a horizontal plane at the main grade level of the principal building and all accessory buildings exclusive of uncovered porches, terraces, and steps.

<u>AUTOMOBILE WRECKING</u>: The dismantling, storage, sale, or dumping of used motor vehicles, trailers, or parts thereof.

BOARD: The Loudon Board of Zoning Appeals.

<u>DWELLING UNIT</u>: One or more rooms and a single kitchen designated as a unit for occupancy by only one family for cooking, living, and sleeping purposes.

<u>ELECTRIC SERVICE</u>: The furnishing of electric power and energy for lighting, heating, power or any other purpose for which electric power and energy can be used.

<u>ELECTRIC UTILITY</u>: Any public or private entity engaged in generating and/or transmission and/or distribution of electric power and energy for lighting, heating, power or any other purpose for which electric power and energy can be used.

FAA: Federal Aviation Administration.

FCC: Federal Communications Commission.

<u>FILL AREA</u>: means the area containing waste placed in final disposal and not including earthen berms or other facility appurtenances.

<u>HEIGHT</u>: When referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

<u>HEIGHT OF BUILDING</u>: The vertical distance from the established average sidewalk grade, street grade, or finished grade at the building line, whichever is the highest, to the highest point of the building.

<u>JUNK YARD OR SALVAGE YARD</u>: A lot, land or structure, or part thereof, used primarily for the collection, storage and sale of waste paper, rags, scrap metal, or discarded material; or for the collecting, dismantling, storage, and salvaging of machinery or vehicles not in running condition or for the sale of parts thereof.

<u>LOADING AND UNLOADING SPACE</u>: An area ten (10) feet by forty (40) feet with a fourteen (14) foot height clearance providing for the standing, loading, or unloading of a truck or other vehicle.

<u>LOT</u>: A piece, parcel, or plot of land in one ownership, which may include one or more lots of record, occupied or to be occupied by one principal building and its accessory buildings including the open spaces required under this ordinance.

<u>LOT LINES</u>: The boundary dividing a given lot from the street, an alley or adjacent lots.

would be in keeping with the intent and provisions of this ordinance.

- 4. No building permit shall be issued for construction of any building or location of any manufactured home on the land until the Board has approved the development plan and a statement of approval has been affixed.
- 5. The building permit shall be revoked if construction of any part, or phase, of the development is not in compliance with the approved plans.

(Revisions to Section 14-606 regarding Manufactured Home Communities was recommended by Loudon Regional Planning Commission 3/5/97; adopted by Loudon City Council 6/16/97.)

**14-607. DEVELOPMENT STANDARDS FOR CERTAIN USES.** In order to accomplish the purposes of the zoning code, special consideration is hereby given to certain uses. These uses shall comply with the following requirements regardless of the district in which they may be located.

- 1. Gasoline service stations. The following regulations shall apply to all gasoline service stations:
  - a. There shall be a building setback from all street right-of-way lines of a distance of not less than forty (40) feet.
  - b. Gasoline pumps shall not be located closer than fifteen (15) feet to any street right-of-way line.
  - c. Sign requirements as established in this ordinance shall be met.
- 2. Cemeteries. The following regulations shall apply to all cemeteries:
  - a. The site proposed for a cemetery shall not interfere with the development of a system of streets and in addition shall have direct access to a thoroughfare.
  - b. Any new cemetery shall be located on a site containing not less than ten (10) acres.
  - c. All structures and facilities including but not limited to mausoleums, shall be set back at least thirty (30) feet from any property line or street right-of-way.

- d. All required yards shall be landscaped and maintained.
- e. Proposals for cemeteries must be approved by the Board of Zoning Appeals prior to the issuance of a building permit.
- 3. Automobile wrecking, junk, and salvage yards. The following regulations shall apply to all automobile wrecking, junk, and salvage yards:
  - a. No automobile wrecking, junk, and salvage yard shall be permitted closer than three hundred (300) feet from any residential district.
  - b. All outdoor storage of salvage and wrecking operations shall be conducted entirely within an enclosed opaque fence or wall, except driveway areas, from eight (8) to twelve (12) feet in height. Storage between the street and such fence or wall is expressly prohibited. Any fence or wall erected for screening purposes shall be property painted or otherwise maintained in good condition.

14-608. EROSION AND SEDIMENTATION CONTROL STANDARDS. The purpose of these regulations is to empower the appropriate officials of Loudon, to control any land-disturbing activity that is determined by such officials to cause contamination of water supplies and water resources, the clogging of water-courses, and ditches, sinkholes or natural drainage ways; or erosion of land which may jeopardize existing structures, roadway, or adjacent property. This section shall apply to all districts within Loudon, Tennessee.

- 1. Permits. Any site of three (3) acres or more which may be exposed or disturbed of earth shall have a valid grading permit issued by the Building Inspector for that particular site before commencement of any grading/excavation works. Any site with less than three (3) acres shall not be required to obtain a permit, however, such tracts are not excluded from the general requirements of this ordinance.
  - a. Permit requirements. The developer shall submit the following information for the entire tract of land to be graded/excavated before a permit is to be released.
    - i. A boundary line survey of the site on which the work is to be performed.
    - ii. Plans and specifications of soil erosion and sedimentation control measures conforming to the requirements as outlined in this ordinance.

into the site plan when requesting a building permit, or as part of a subdivision plat.

H. <u>Erosion Control</u>

Effective erosion control measures shall be required during construction to eliminate sedimentation on public rights-of-way or watercourses. The use of straw bales or silt fencing is typically the most prevalent, however other suitable methods will be permitted.

I. <u>Exemptions</u>

The requirement for detention, hydrologic or hydraulic computations, plans and preparation by an engineer are not applicable for single family residences or duplexes on individual lots.

# 14-614. VEHICLE PARKING AND JUNK VEHICLES.

A. <u>Purpose</u>: This ordinance is intended to regulate the storage of vehicles and place restrictions on the placement of junk vehicles on private property in order to prevent diminution of property values, eliminate hazardous situations caused by deteriorating vehicle parts, overgrown vegetation around, in, or through vehicles, and collection of pools of stagnate water in vehicles.

B. <u>Definition</u>: As used in this ordinance, the following terms and phrases shall have the following meanings:

- 1. "Person" shall mean any person, firm, partnership, association, corporation or any organization of a similar kind.
- 2. "Private Property" shall include all property that is not public property, regardless of how the property is zoned or used.
- 3. "Vehicle" shall mean any machine propelled by power other than human power, designed to travel along the ground by the use of wheels, treads, self-laying tracks, runners, slides or skids, including but not limited to automobiles, trucks, motorcycles, motor scooters, go-carts, campers, tractors, tractor-trailers, buggies, wagons, and earth moving equipment and any part of the same.
- 4. "Junk Vehicle" shall mean a vehicle of any age that is damaged or defective in any one or combination of any of the following ways that either makes the vehicle immediately inoperable, or would prohibit the vehicle from being operated in a reasonably safe manner:
  - Flat tires, missing tires, missing wheels, or missing or partially or totally disassembled tires and wheels.

- Missing or partially or totally disassembled essential part or parts of the vehicles drive train, including but not limited to engine, transmission, transaxle, drive shaft, deferential, or axle.
- Extensive exterior body damage or missing or partially or totally disassembled essential body parts, including but not limited to, fenders, doors, engine hood, bumper or bumpers, windshields, or windows.
- Missing or partially or totally disassembled essential interior parts, including but not limited to drivers seat, steering wheel, instrument panel, clutch, brake, gear, shift lever.
- Missing or partially or totally disassembled parts essential to the starting or running of the vehicle under its own power, including, but not limited to, starter, generator, or alternator, battery, distributor, gas tank, carburetor, or fuel injection system, spark plugs, or radiator.
- Placed on the ground in either an upside down or side position, sitting on blocks, or suspended in the air by any other method in combination with any of the preceding conditions.

# C. <u>General Restrictions:</u>

Vehicles and junk vehicles on private property shall comply with the following provisions:

- 1. Any vehicle designed or intended to be used on public roads shall maintain a current license plate.
- 2. Any junk vehicle located on private property shall be completely enclosed within a building which shall prevent the vehicle from being visible from any adjoining property or any public way.
- 3. No vehicle shall be used for storage or as a container for metal, glass, paper, rags, or other cloth, wood, auto parts, machinery, waste, or discarded materials in such quantity or arrangement that a driver cannot operate the vehicle in a safe and normal manner.
- 4. No junk vehicle shall be allowed to be located on private property, except within an enclosed building, for a period of time not to exceed forty-eight (48) hours.

# D. <u>Exceptions</u>

This ordinance shall not be construed to prohibit the placement of parked or stored vehicles or junk vehicles on private property lawfully zoned for business engaged in towing and storing vehicles, wrecking, salvaging, repairing of vehicles or any similar operation.

# E. <u>Severability</u>

Each section, subsection, paragraph, sentence, and clause of this ordinance is declared to be separable and severable. The invalidity of any section, subsection,