

A Public Hearing was held at the Loudon County Courthouse on August 2, 1993, @7:00 P.M. for the purpose of:

- (1) Rezoning on Leeper Ferry Road, Map 49, Parcel 3.03 from A-1, Agriculture Forestry to A-2, Rural Residential
- (2) Rezoning at 1870 Hwy 11., Map 29, Parcel 38.00 from, R-1, Suburban Residential to C-2 General Commercial

There being no comment, the hearing Closed.

Be it remembered that the Loudon County Legislative Body met in Regular Session on August 2, 1993 at 7:15 P.M. with the Chairman, J.J. Blair presiding and the County Clerk, Riley D. Wampler was present, whereupon Sheriff Tim Guider Opened Court, Led the Pledge of Allegiance to the Flag and gave the Invocation.

The following Commissioners were present:

Blair	Millsaps	Park
Bledsoe	Williams	Price
Masingo	Maples	Twiggs

JULY
MINUTES
APPROVED

It was moved by Commissioner Millsaps and seconded by Commissioner Maples that the minutes be corrected as presented. The vote was 8 to 1 in favor with Commissioner Twiggs voting Nay. After much discussion, it was moved by Commissioner Twiggs and seconded by Commissioner Price that the minutes were correct as presented. The vote was 8 to 1 in favor with Commissioner Millsaps voting Nay.

THE R-E
SINGLE
FAMILY
EXCLUSIVE
OVERLAY ON
PROPERTY
CURRENTLY
ZONED A-2
SENT BACK
TO PLANNING
COMMISSION

It was moved by Commissioner Millsaps and seconded by Commissioner Maples that the property change on Grimes Road Community Incorporating the R-E Single Family Exclusive Overlay on property currently zoned A-2 be sent back to the Planning Commission. The vote was unanimous.

NATIONAL
GUARD
ARMORY
REPORT

The Armory Report presented by County Executive George Miller, there was some discussion concerning the July 12th Report on the Armory Bid, however the next report will be made at the September meeting.

NON-SMOKING
POLICY
APPROVED IN
LOUDON
COUNTY
DEP'T OF
HEALTH
BUILDING

It was moved by Commissioner Williams and seconded by Commissioner Twiggs that a Resolution declaring a non-smoking policy in the Loudon County Department of Health Building be approved. The vote was 8 to 1 in favor with Commissioner Parks voting nay. The Resolution is attached hereto as Resolution No. 51-93 Exhibit H.

L.C. POLICE
CHIEF
JAKE CHAPMAN
APPOINTED
TO 911
BOARD

It was moved by Commissioner Price and seconded by Commissioner Maples that L.C. Police Chief, Jake Chapman, be appointed to the Emergency 911 Board. (Term Expiration 2-5-96) as presented by County Executive, George Miller. The vote was unanimous and it is attached hereto as Resolution No. 52-93 Exhibit B.

COUNTY
LIBRARY
BOARD
MEMBERS
APPROVED

It was moved by Commissioner Maples and seconded by Commissioner Bledsoe that a Resolution appointing Sylvia Sproul and Martha Farley by County Executive, George Miller to the County Library Board be approved. (Term Expiration 6-30-96). The vote was unanimous and it is attached hereto as Resolution No. 53-93 Exhibit C.

BUILDING
INSPECTOR'S
REPORT

Building Commissioner, Doug Lawrence presented his report for July, 1993:

Permits-----	57	Value-----	\$2,791,500.00
Fees-----	\$ 4,950.00	Taxes-----	\$ 19,500.00

REZONE MAP
4 PARCEL
46.10 FROM
A-1
AGRICULTURE
FORESTRY
TO R-1
SUBURBAN
RESIDENTIAL

The Planning Commission Report was presented by Commissioner Pat Phillips. It was moved by Commissioner Park and seconded by Commissioner Williams that a Resolution to Rezone Map 4, Parcel 46.10 from A-1 Agriculture Forestry to R-1 Suburban Residential be approved. The vote was unanimous and it is attached hereto as Resolution No. 54-93 Exhibit D.

REZONING
MAP 49
PARCEL 3.03
FROM A-1
AGRICULTURE
FORESTRY TO
A-2 RURAL
RESIDENTIAL

It was moved by Commissioner Masingo and seconded by Commissioner Bledsoe that a Resolution to Rezone Map 49 Parcel 3.03 (part of consisting of 25 acres) from A-1, Agriculture Forestry to A-2 Rural Residential be approved. The vote was unanimous and it is attached hereto as Resolution No. 55-93 Exhibit E.

REZONING OF
MAP 29,
PARCEL 38.00
APPROVED

It was moved by Commissioner Park and seconded by Commissioner Williams that a Resolution to Rezone Map 29, Parcel 38.00 from R-1 Suburban Residential to C-2, General Commercial be approved. The vote was unanimous and it is attached hereto as Resolution No. 56-93 Exhibit F.

LEE'S
LANDING ROAD
REMOVED

It was moved by Commissioner Park and seconded by Commissioner Williams that Lee's Landing Road be removed. The vote was unanimous.

RESOLUTION
APPROVING
AGREEMENT
BETWEEN
MARTEL ESTS.
INC., & DON
PALMER, CO.
HWY. SUPV.

It was moved by Commissioner Price and seconded by Commissioner Maples that a Resolution approving agreement between Martel Estates East, Inc. and Don Palmer, County Highway Supervisor be approved. The vote was unanimous and the Resolution and Agreement is attached hereto as Resolution No. 56-93 Exhibit G.

JAKE CHAPMAN
APPOINTED
LOUDON
COUNTY
POLICE CHIEF

It was moved by Commissioner Price and seconded by Commissioner Maples that Jake Chapman presented by County Executive, George Miller be appointed Loudon County Police Chief (Term Expiration 2-5-96) be approved. The vote was unanimous and it is attached hereto as Resolution No. 52-93 Exhibit B.

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LIBRARY
BOARD
MEMBERS
APPROVED

It was moved by Commissioner Maples and seconded by Commissioner Bledsoe that a Resolution appointing Sylvia Sproul and Martha Farley by County Executive, George Miller to the County Library Board be approved. (Term Expiration 6-30-96). The vote was unanimous and it is attached hereto as Resolution No. 53-93 Exhibit C.

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FROM A-1
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FORESTRY TO
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It was moved by Commissioner Masingo and seconded by Commissioner Bledsoe that a Resolution to Rezone Map 49 Parcel 3.03 (part of consisting of 25 acres) from A-1, Agriculture Forestry to A-2 Rural Residential be approved. The vote was unanimous and it is attached hereto as Resolution No. 55-93 Exhibit E.

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MAP 29,
PARCEL 38.00
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It was moved by Commissioner Park and seconded by Commissioner Williams that a Resolution to Rezone Map 29, Parcel 38.00 from R-1 Suburban Residential to C-2, General Commercial be approved. The vote was unanimous and it is attached hereto as Resolution No. 56-93 Exhibit F.

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It was moved by Commissioner Park and seconded by Commissioner Williams that Lee's Landing Road be removed. The vote was unanimous.

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AGREEMENT
BETWEEN
MARTEL ESTS.
INC., & DON
PALMER, CO.
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It was moved by Commissioner Price and seconded by Commissioner Maples that a Resolution approving agreement between Martel Estates East, Inc. and Don Palmer, County Highway Supervisor be approved. The vote was unanimous and the Resolution and Agreement is attached hereto as Resolution No. 56-93 Exhibit G.

RESOLUTION
APPROVING
CONSTRUCTION
OF SPECUL-
ATIVE BLDG.
IN BLAIR
BEND
INDUSTRIAL
PARK

It was moved by Commissioner Park and seconded by Commissioner Price that a Resolution approving construction of speculative building in Blair Bend Industrial Park be approved. On Roll Call, the vote was unanimous and it is attached hereto as Resolution No 57-9.3 Exhibit 7.

LCSWDC
REPORT

Loudon County Administrator and Chairman of the Loudon County Solid Waste Region Board, Barry Baker, spoke to the Commission stating that on July 27, 1993 the (LCSWDC) voted to request the Loudon County Board to reconsider its position regarding the Pledging of the County's State Shared Revenue to meet the financial assurance requirements for Phase I and Phase II of the landfill. After much discussion, it was moved by Commissioner Twiggs and seconded by Commissioner Masingo that County State Revenue Money be put up for capture of Phase I and Phase II of Loudon County Landfill. On Roll Call, the vote was 8 to 0. The letter being attached hereto as Exhibit 9.

NOTARIES
&
BONDS
APPROVED

It was moved by Commissioner Price and seconded by Commissioner Maples that the following Notaries be approved:

Allison S. Pressley

Kari L. Blakney

Personal Sureties were approved for the following:

Tammy Watkins

James H. Hawkins, II

The vote was unanimous and they are attached.

There being no further business, Court adjourned at 9:00 P.M.

County Executive

County Court Clerk

RESOLUTION 5A-93

BY THE LOUDON COUNTY BOARD OF HEALTH

WHEREAS, Smoking has been proven to be a severe health risk to those who smoke, and

WHEREAS, Smoking contributes to the premature death of 350,000 Americans annually, and

WHEREAS, Smoking has been proven to adversely affect the health of non-smokers by exposing them to second hand smoke, and

WHEREAS, this exposure causes significant narrowing of arteries thereby increasing the risk of heart disease, and

WHEREAS, the Health Department should be an example of good practices to the community.

NOW, THEREFORE, the LOUDON County Board of Health declares the LOUDON County Health Department building to be a smoke-free facility beginning January 1, 1993.

FURTHER, the LOUDON County Board of Health recommends that the LOUDON County Commission accept and adopt this resolution by officially designating the LOUDON County Health Department as a smoke-free facility.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS ON THIS THE 19th DAY OF JULY 1993.

George M. Miller
Chairman, LOUDON County Board of Health

Newell Grimes _____
Member Member Member

Edward J. Havelle _____
Member Member Member

Kenneth W. Mansur _____
Member Member Member
Director of Health

/12083053

Exhibit A

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LOUDON COUNTY COMMISSION

RESOLUTION NO. 52-92

RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR COMMITTEE

WHEREAS, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Executive has authority to make certain committee and board appointments; and

WHEREAS, an appointment (or appointments) is necessary and/or desirable at this time; and

WHEREAS, the County Executive appoints the following as a member of:

EMERGENCY 9-1-1 BOARD (4 year term)

[illegible]

NOW, THEREFORE, BE IT RESOLVED that the County Commission in regular session assembled this 2nd day of August, 1993 hereby approves or acknowledges (as appropriate), the said appointment(s).

ATTEST:

COUNTY CHAIRMAN

APPROVED:

COUNTY CLERK

COUNTY EXECUTIVE

The remaining members and their continuing expiration terms for said board or committee are as follows:

	<u>Term Expiration</u>
Panel A:	
T.W. Gulder, Sheriff	2-5-95
Bill Grimes, LPD	2-5-95
Larry Horion	2-5-95
Panel B:	
Howard Luttrell, Purchasing Agent & EMA	2-5-96
David Denton	2-5-96
Panel C:	
Rondell Branam	2-5-97
Ron Willis	2-5-97
John Parris	2-5-97

Exhibit B

LOUSEN COUNTY COMMISSION
RESOLUTION NO. 53-93

RESOLUTION APPROVING OR ACKNOWLEDGING BOARD OR COMMITTEE
APPOINTMENT BY COUNTY EXECUTIVE

WHEREAS, by statute, and/or intergovernmental agreement and/or County Procedural Regulations, the County Executive has authority to make certain committee and board appointments; and

WHEREAS, an appointment (or appointments) is necessary and/or desirable at this time; and

WHEREAS, the County Executive appoints the following as a member of:

COUNTY LIBRARY BOARD

(Name of Committee or Board)

<u>Appointee</u>	<u>Term Expiration</u>
Sylvia Sproul	6-30-96
Martha Farley	6-30-96

NOW, THEREFORE, BE IT RESOLVED that the County Commission in regular session assembled this 12th day of July, 1993, hereby approves or acknowledges (as appropriate), the said appointment(s).

COUNTY CHAIRMAN

ATTEST:

APPROVED:

COUNTY CLERK

George M. Miller
COUNTY EXECUTIVE

The remaining members and their continuing expiration terms for said board or committee are as follows:

	<u>Term Expiration</u>
Joe Drake	6-30-94
Ms. Nep (Dixie) Miller	6-30-94
Bonnie Ledbetter	6-30-95
Judy Curtis	6-30-95
Paula Gibbs	6-30-95

Exhibit C

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RESOLUTION 54-92

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE MAP 4, PARCEL 46.10 FROM A-1, AGRICULTURE FORESTRY TO R-1, SUBURBAN RESIDENTIAL

WHEREAS, the Loudon County Commission in accordance with Chapter Four, Section 13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area, or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded its recommendations regarding the amendment to the Zoning Map of Loudon County, Tennessee, and the necessary public hearing called for and held,

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

- I. That Tax Map 4, Parcel 46.10 said property located on Woodlawn Rd., in the 5th Legislative District be rezoned from from A-1, Agriculture Forestry to R-1, Suburban Residential R-1, Suburban Residential.

BE IT FINALLY RESOLVED, that this resolution shall take effect immediately, the public welfare requiring it.

DATE: July 12, 1993

Loudon County Executive

ATTEST: _____

E. H. H. D.

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RESOLUTION 55-93

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE MAP 48, PARCEL 3.03 (PART OF CONSISTING OF 25 ACRES) FROM A-1, AGRICULTURAL FORESTRY TO A-2, RURAL RESIDENTIAL

WHEREAS, the Loudon County Commission in accordance with Chapter Four, Section 13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area, or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded its recommendations regarding the amendment to the Zoning Map of Loudon County, Tennessee, and the necessary public hearing called for and held,

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

1. That Tax Map 49, Parcel 3.03 (part of consisting of 25 acres) said property located on Leeper Ferry Rd., in the 3rd Legislative District be rezoned from A-1, Agricultural Forestry to A-2, Rural Residential.

BE IT FINALLY RESOLVED, that this resolution shall take effect immediately the public welfare requiring it.

DATE: August 2, 1993

Loudon County Executive

ATTEST: _____

4/2/93 E.

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#10

RESOLUTION 56-93

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER FOUR, SECTION 13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE MAP 29, PARCEL 38.00 FROM R-1, SUBURBAN RESIDENTIAL TO C-2, GENERAL COMMERCIAL

WHEREAS, the Loudon County Commission in accordance with Chapter Four, Section 13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area, or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded its recommendations regarding the amendment to the Zoning Map of Loudon County, Tennessee, and the necessary public hearing called for and held,

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

- I. That Tax Map 29, Parcel 38.00 said property located at 1870 Hwy. 11W in the 5th Legislative District be rezoned from from R-1, Suburban Residential to C-2, General Commercial.

BE IT FINALLY RESOLVED, that this resolution shall take effect immediately, the public welfare requiring it.

DATE: August 2, 1993

Loudon County Executive

ATTEST: _____

Exhibit 7

LOUDON COUNTY COMMISSION

RESOLUTION NO. 56-93

RESOLUTION APPROVING AGREEMENT BETWEEN MARTEL ESTATES EAST, INC.
AND DON PALMER, COUNTY HIGHWAY SUPERVISOR

WHEREAS, a problem had arisen concerning the question of whether or not the County would accept the portions of Leeper Parkway which previously had not been accepted; and

WHEREAS, the County Highway Supervisor and Jim Hamilton, representing Martel Estates East, Inc., have reached an agreement wherein Martel Estates East, Inc., has agreed to repair the roadway to the satisfaction of the County Highway Supervisor, a copy of that agreement being attached hereto as an exhibit; and

WHEREAS, the agreement requires approval of the Loudon County Commission, which approval of the agreement commits the County Highway Commission to accept the remaining portion of Leeper Parkway as a part of the County road system, conditioned upon the approval of the County Highway Supervisor; and

WHEREAS, for the benefit of the residents and patrons of the businesses in the Highland Hills area, the County Commission desires to approve the agreement that has been reached;

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission, in regular session assembled, on the 2nd day of August, 1993, that the aforesaid agreement between Martel Estates East, Inc., and the County Highway Supervisor is hereby approved, and the County Commission commits itself to accept the balance of Leeper Parkway as a part of the County road highway system, after the improvements have been completed, and the County Highway Supervisor has certified that the improvements have been properly completed, and recommends the acceptance of the rest of the roadway.

COUNTY CHAIRMAN

APPROVED:

COUNTY EXECUTIVE

ATTEST:

COUNTY CLERK

Exhibit G.

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AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of July, 1993, by and between MARTEL ESTATES EAST, INC., a Loudon County corporation authorized to do business in the State of Tennessee (hereinafter "First Party"), and DON PALMER, Loudon County Highway Supervisor (hereinafter "Second Party")

W I T N E S S E T H

WHEREAS, in 1977, First Party developed the Highland Hills Subdivision located just outside the northeast city limits of the City of Lenoir City; and

WHEREAS, as a part of the plans, First Party constructed a roadway leading from U. S. Highway 11 eastwardly over to the point where the residential subdivision began, and through a section that was developed as a commercial area; and

WHEREAS, a portion of the road crossed a rather severe culvert area on the portion nearer to U.S. 11; and

WHEREAS, the portion of the roadway over and near the culvert never was accepted by Loudon County because of a disagreement between the County Highway Engineer at that time, and First Party, as to whether or not the road and bridge was acceptable as built; and

WHEREAS, First Party withdrew the offer to convey that portion of the road to the County, but allowed the people who had bought property and built houses in the residential subdivision, and the owners of the commercial businesses and their customers to use the road, so that it was used by the general public, but remained the property of First Party; and

WHEREAS, several months ago, a storm caused a blockage in the drainage on the road, which caused for the first time some fairly serious erosion and understructure damage around the culvert, and an engineer was consulted by the Planning Commission to make an evaluation of the structural soundness of the road and the culvert, which engineer's report generally stated that the road had stood the test of approximately 15 years and basically

ravine area.

e. To accomplish this to the satisfaction of the County Highway Supervisor that the road basically meets the necessary specifications so as to be able to adequately handle the traffic.

f. That the County Highway Supervisor, who also serves as the County Highway Engineer, will be responsible for inspection of the work that is done to satisfy the conditions of this agreement, and to assure the work is done in a good and workmanlike manner and to his satisfaction.

2. Second Party agrees:

a. That the part of the recommendations of Urban Engineering, Inc., the consulting engineer, in its letter of June 23, 1992, concerning items (c) and (d) of that letter are not necessary for First Party to do.

b. That it is the responsibility of Second Party to do whatever it can to take steps to prevent the adjacent landfill from encroaching into the inlet of the approach channel to the culvert pipe as a part of the regular maintenance in the future.

c. That, upon his approval that the work has been done satisfactorily and properly, the County Highway Supervisor will recommend that the County Commission accept the remainder of Leeper Parkway as shown on the subdivision map recorded in the Register's Office of Loudon County (the portion not already accepted) as a County public road.

Martel Estates East
By J. W. Hamilton
First Party

Don Palmer Road Comm.
Second Party

was sound, but that it needed some maintenance and repair work in order to restore the damaged understructure; and

WHEREAS, since that time, there have been discussions by the owner of the roadway and the County Highway Supervisor and other representatives of the community concerning the repairing of the roadway and culvert area, and the requirements for the road to be accepted by the County, with the subdivision landowners becoming more involved because of the continuing damage to the roadway; and

WHEREAS, continuing negotiations between the County Highway Supervisor/Engineer and Jim Hamilton have resulted in an agreement.

NOW, THEREFORE, the parties hereto hereby agree that upon the completion of certain improvements and repairs to the roadway by First Party, that the County Highway Supervisor/Engineer will recommend to the County Commission that the roadway be accepted because it is being used by hundreds of persons and their guests who own property in the residential subdivision, and by many others, the agreement between the parties being as follows:

1. First Party agrees:

a. First Party, at no expense to Second Party and the County, will provide the necessary riprap to reconstitute the base of the roadway under and around the culvert, and will repair the roadway understructure to essentially its original condition, with the exception that the riprap will be used to stabilize the understructure so as to be more permanent and less likely to erode.

b. To clear out from the southwest side of the culvert any obstructions of trees, brush and trash, for a space of approximately ten (10) feet.

c. To patch the road surface around the catch basin inlet on the road above the culvert, using a fine graded asphalt surface mix.

d. To construct a concrete shoulder of approximately five (5) feet in width, and six (6) inches in thickness (basically to match the thickness of the curb in the

LOUDON COUNTY COMMISSION

RESOLUTION NO. 57-93

RESOLUTION APPROVING CONSTRUCTION OF SPECULATIVE BUILDING
IN BLAIR BEND INDUSTRIAL PARK

WHEREAS, the Loudon County Industrial Committee has been negotiating with developers concerning a joint project to construct an industrial building on property in Loudon County; and

WHEREAS, Industrial Director Doug Berry is in the process of negotiating with Brownlee Construction Company, Inc., of Knoxville, Tennessee, to construct an industrial building, the details of which are contained in Exhibit A to this Resolution; and

WHEREAS, the speculative industrial building would be located in the Blair Bend Industrial Park on a 2.5 acre tract adjacent to the present Metal Resources property, the new building to initially cost \$156,000.00, and the final sales price to include monthly accrued interest and possible add-ons depending upon the final negotiations; and

WHEREAS, sales of property in this Park must be approved by the County of Loudon and the City of Loudon, and the Loudon County Commission desires to promote responsible industrial development, and feels that the construction of a speculative building in accordance with the guidelines provided, is desirable;

NOW, THEREFORE, BE IT RESOLVED that the Loudon County Commission, in regular session assembled on this 12th day of July, 1993, does hereby approve the construction of a speculative building in the Blair Bend Industrial Park in basic accordance with the guidelines set forth in the attached proposal.

J. J. Blair
COUNTY CHAIRMAN

APPROVED:

Dean Miller
COUNTY EXECUTIVE

STATE OF TENNESSEE, LOUDON COUNTY

I, Doug Berry, County Court Clerk for said county

do hereby certify that the foregoing is a true and correct copy of the original

as the same appears in file in my office at the Court House in

Loudon, Tennessee.

Witness my hand and seal at office, this

12th day of July, 1993.

Doug Berry
COUNTY CLERK

Doug Berry
COUNTY CLERK

Exhibit A

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THIS INSTRUMENT PREPARED BY:
Harvey L. Sproul, Attorney
205 East Broadway
Lenoir City, TN 37771

AGREEMENT TO CONSTRUCT A SPECULATIVE INDUSTRIAL BUILDING

THIS AGREEMENT, made and entered into this _____ day of _____, 1993, by and among the following: BROWNLEE CONSTRUCTION, INC., of Knox County, Tennessee, with main offices located at 3409 Henson Road, Knoxville, Tennessee 37921, telephone (615) 588-0537 (hereinafter referred to as "Brownlee" or "First Party"), and LOUDON COUNTY, a political subdivision of the State of Tennessee (hereinafter referred to as "County"), and CITY OF LOUDON, a municipality in Loudon County, a corporation formed under the laws of Tennessee (both hereinafter "Second Parties");

W I T N E S S E T H

WHEREAS, Loudon County is committed to provide for economic development; and

WHEREAS, a part of Brownlee's business is to construct and/or develop speculative ("spec") industrial buildings, in order to promote economic growth and development; and

WHEREAS, in order to promote economic development, the parties hereto have concluded to locate a "Spec" Building on a two and one-half (2-1/2) acre tract of property owned by Loudon County and the City of Loudon, in an area commonly known as Blair Bend Industrial Park; and

WHEREAS, the parties desire to work together toward this end;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. That First Party agrees to construct a speculative building on an industrial site in Loudon County, Tennessee, consisting of approximately two and one-half (2-1/2) acres, the property and the specifications being more particularly described

as follows:

a. The property description is attached as Exhibit

A.

b. The general specifications for the building are contained in a document dated _____, 1993, and incorporated herein as Exhibit B.

2. First Party will provide financing to construct the speculative building on the hereinabove described property in an amount not to exceed One Hundred Fifty-Six Thousand Dollars (\$156,000.00).

a. The construction loan (payment of monthly interest only for twenty-four (24) months) will be extended by _____ (the Financing Bank), and evidenced by a promissory note executed by First Party and/or obligations to be secured by a Deed of Trust.

b. First Party shall be owner of the building, and Second Parties shall remain owner of the land.

3. Second Parties agree to execute such documents and/or deed(s) of trust and related documents, in order that the Financing Bank will have a validly perfected first lien to secure the indebtedness.

4. First Party will retain a licensed Architect/Engineer to approve the initial plans and make periodic inspection. Second Parties reserve the right to approve the initial plans and to have the plans and/or building as it is constructed inspected by an independent engineer or consultant. Such approval shall not be unreasonably withheld.

5. During the first two (2) years, First Party will keep the spec building insured against loss or damage, at its expense, using a special perils insurance contract, including owner's and/or contractor's protection liability, in such amount that the proceeds of such insurance, in the event of the total destruction of the property will at least be sufficient to replace the building at replacement cost. First Party will maintain proper Worker's Compensation Insurance; and, in addition, a commercial

general liability insurance policy for bodily injury, death or property damage occurring on, in or about the property, including with respect to bodily injury or death to any one person or any one accident of not less than One Million Dollars (\$1,000,000.00) for each occurrence, nor less than Two Million Dollars (\$2,000,000.00) general aggregate, such insurance to name Second Parties as an additional insured, until sold or leased as set forth herein. The Certificate of Insurance, plus certificates of Worker's Compensation, shall be furnished to Second Parties, and it shall be required that the insurer shall give at least thirty (30) days prior written notice to Second Parties of any termination of any such insurance. At the end of two (2) years, upon the assumption by Second Parties of possession and control of the building, Second Parties shall begin paying the bank interest, and shall also be obligated to pay any insurance owed from that time on, or any other expenses.

6. During construction of the "Spec" Building, and during the first twenty-four (24) months, First Party agrees to pay all interest and/or charges owed the Financing Bank. It is expressly agreed and understood that if Second Parties shall pay any interest beginning with the twenty-fourth (24th) month and afterwards, First Party will not be obligated to reimburse Second Parties for such interest payments at the time the "Spec" Building is sold or leased, but the ancillary expenses (i.e., interest, insurance, and maintenance) paid by the First and Second Parties shall be added to the sales price of the building, and any interest paid by Second Parties shall be added as a part of the sales price of the building after the first twenty-four (24) months. "Completion of construction" for the purposes of this contract only, is defined as being the point in time at which the building is constructed in conformance with the specifications set forth in Exhibit B, although "final completion" shall be after the building is sold or leased.

7. After twenty-four (24) months from the completion of the "spec" building, if the "spec" building located on the

hereinabove described property has not been sold or leased, Second Parties are required to assume ownership, or lease, the building, the mode to be at Second Parties' option. If ownership is assumed, Second Parties shall be required to pay First Party One Hundred Ninety-One Thousand Seven Hundred Thirty-Six Dollars (\$191,736.00), plus reimbursement of interest, insurance, and maintenance charges that First Party incurs after the twenty-four (24) months until the date of closing. If Second Parties elect to lease the "spec" building from First Party, the lease rate will be One Dollar and Sixty-Five Cents (\$1.65) per square foot, or Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) per month. This rate will increase three percent (3%) per annum.

8. After twenty-four (24) months, the following conditions must be met prior to Second Parties assuming control of, or leasing, the building:

a. The interest, insurance and maintenance must have been paid by First Party for the first two (2) years following the completion of construction.

b. The "Spec" Building located on the hereinabove described property must have been constructed in accordance with the specifications.

c. There must be no engineering defects in the construction of the "Spec" Building.

d. If to be leased by Second Parties, the "Spec" Building must be adequately insured at the expense of First Party, as more particularly described in paragraph (5) herein.

e. The Building must have been properly maintained and supervised, ordinary wear and tear excepted.

9. It is specifically agreed and understood that the sale price for the "Spec" Building is One Hundred Fifty-Six Thousand Dollars (\$156,000.00). Second Parties, or any industrial development board and/or such person and/or agent as Second Parties may designate, may quote this as an absolute price to sell the Speculative Building, together with the sale price of the land, which is established at Fifteen Thousand Dollars

(\$15,000.00) per acre, to be added to such sales price. The interest, insurance and maintenance expense which has been paid on the building loan plus accrued taxes, if any, is included in Schedule C. The price of the building for each month, including insurance, maintenance and all other costs to the parties is shown on the schedule attached hereto as Exhibit C.

10. It is agreed that, prior to sale and/or lease to a third party, if one party hereto should want to purchase the ownership interest that the other party has in the "Spec" Building, or lease the respective property interest from the other at a reasonable fair market value, the electing party may do so by giving thirty (30) days written notice to the other party:

a. The purchase price shall be calculated as is provided in paragraph 9 of this agreement.

b. If at any time First Party purchases the property and/or sells or leases the property, the sales price for the land shall be computed at Fifteen Thousand Dollars (\$15,000.00) per acre.

c. If Second Parties buy or lease the property, they shall not have to pay the designated value of the land.

d. It is specifically agreed and understood that if First Party should itself lease the property, or lease it to a third party, the obligation by Second Parties to pay the above described interest guarantees, will cease, unless it is specifically agreed otherwise in writing between the parties.

11. In the event First Party shall exercise its option to purchase the building by paying for the land, or to lease the land, Second Parties retain the right to approve any later purchaser or lessor from First Party and the type of business that shall be conducted in the building. However, such consent may not be unreasonably withheld.

12. It is the parties' understanding that until such time that the "Spec" Building is sold and/or leased, and the building is completed, First Party will not be obligated to pay County and/or City property taxes on the property or the building.

If for some reason property taxes should be levied against the property, the amount of such taxes shall be added to the price of the property.

13. It is understood that any prospective purchaser must comply with all city, county and state laws and regulations, including zoning, etc. Second Parties shall have the final decision as to whether any prospective purchaser is a complementary addition to the Industrial Park, which approval must be stated in writing. The potential purchaser and First Party will negotiate between themselves concerning the cost/charges for any additional improvements, although it is specifically understood that First Party does not have an exclusive right to construct additional improvements.

14. All parties to this agreement will execute such documents as necessary, including but not limited to resolutions, corporate authority, etc., to implement this Agreement.

15. This document represents the complete agreement between the parties and all understandings are merged into this master contract.

THIS AGREEMENT made the day and date first above written.

BROWNLEE CONSTRUCTION COMPANY, INC.

BY: _____ Title: _____

LOUDON COUNTY, TENNESSEE

BY: _____ Title: _____

THE CITY OF LOUDON, TENNESSEE

BY: _____ Title: _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the _____ of BROWNLEE CONSTRUCTION COMPANY, INC., the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal, at office in Knox County, Tennessee, this _____ day of _____, 1993.

Notary Public

My commission expires: _____

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE M. MILLER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the COUNTY EXECUTIVE of LOUDON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as COUNTY EXECUTIVE.

Witness my hand and seal, at office in Loudon County, Tennessee, this _____ day of _____, 1993.

Notary Public

My commission expires: _____

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared BARRY BAKER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the CITY MANAGER of THE CITY OF LOUDON, TENNESSEE, the within named bargainor, a municipality, and that he as such CITY MANAGER, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipality by himself as CITY MANAGER.

Witness my hand and seal, at office in Loudon County, Tennessee, this _____ day of _____, 1993.

Notary Public

My commission expires: _____



CITY OF LOUDON

CITY HALL
P.O. BOX 189
LOUDON, TENNESSEE 37774

July 29, 1993

Mr. George Miller
Loudon County Executive
100 River Road
Loudon, TN. 37774

Dear Mr. Miller:

On July 27, 1993 the Loudon County Solid Waste Disposal Commission (LCSWDC) voted to request the Loudon County Board to reconsider its position regarding the pledging of the County's state shared revenues to meet the financial assurance requirements for Phase I and Phase II of the landfill.

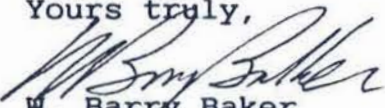
If the LCSWDC has to secure the financial assurance, the only method available is by posting a cash bond. In order to post a cash bond, it is estimated LCSWDC would have to increase its tipping fees between 50 to 75%. This would result in a tipping fee in the \$30 - \$35 per ton range.

LCSWDC members wanted it to be emphasized that by pledging state shared revenues, the County would be warranting a specific dollar amount would be available each year of the 30 years covered on the closure/post closure care period.

In pledging state shared revenues, Loudon County is not obligating itself for any expenditure of money in excess of the predetermined amount already certified by the state for each year of the 30 year period.

Your prompt attention to this request will be appreciated.

Yours truly,


W. Barry Baker
Chairman

cc: LCSWDC

WBB:dm

Exhibit I

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