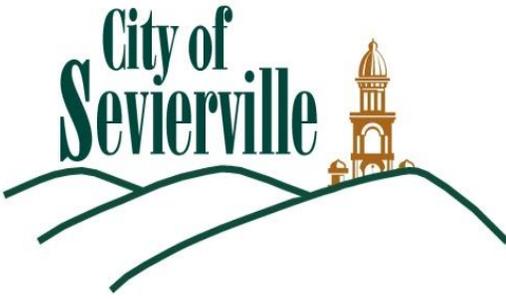


AGENDA
INDUSTRIAL DEVELOPMENT BOARD

January 26, 2024 Meeting

Sevierville Civic Center – Council Hall

3:00 P.M.



AGENDA
INDUSTRIAL DEVELOPMENT BOARD

January 26, 2024

Sevierville Civic Center – Council Hall

3:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. MINUTES – *October 31, 2023*

D. PUBLIC FORUM

E. REPORTS

F. OLD BUSINESS

G. NEW BUSINESS

1. Consider approval of **Permanent and Perpetual Utility and Right-of-Way Easement** for Traffic Signal Components – *Bryon Fortner*

H. OTHER BUSINESS

I. ADJOURNMENT

**INDUSTRIAL DEVELOPMENT BOARD of the
CITY OF SEVIERVILLE, TENNESSEE**

October 31, 2023

A called meeting of the Industrial Development Board of the City of Sevierville, Tennessee, was held at Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on October 31, 2023 following the Public Building Authority meeting.

There were present and participating at the meeting:

Brenda McCroskey, Secretary/Treasurer
Jim Medlin, Director
Howard Murrell, Director
Jessica Ratcliff, Director
Rodney Tarwater, Director
Andrew Temple, Chairman

Absent:

Mike Sutton, Vice Chairman

Senior Staff Present:

Lynn McClurg, CFO/City Recorder
Ed Owens, City Attorney
Dustin Smith, Deputy City Administrator
Russell Treadway, City Administrator

Chairman Temple chaired the meeting with Lisa K. Taylor as secretary of the meeting. A motion was made by Vice Chairman Tarwater and seconded by Director Medlin to approve the minutes of the March 29, 2023 meeting and to dispense with the reading. Motion carried.

PUBLIC FORUM

Chairman Temple opened the public forum. There being no comments, the public forum was closed.

NEW BUSINESS

Chairman Temple opened the election of officers, a motion was made by Director Ratcliff and seconded by Director Murrell to elect the same board members as the Public Building Authority for the Industrial Development Board, that being Chairman Andrew Temple, Vice Chairman Mike Sutton, Secretary/Treasurer Brenda McCroskey. Motion carried.

Chairman Temple recognized Dustin Smith, who presented a "Resolution IDB-R2023-003 A Resolution relating to payment in lieu of tax transaction between the Industrial Development Board of the City of Sevierville, Tennessee and PEP35, LLC". Smith noted that the development project is a 312-unit multi-family apartment facility for low and moderate income citizens. A motion was made by Chairman Murrell and seconded by Director McCroskey to approve the resolution as presented. Motion carried.

Chairman Temple recognized Dustin Smith, who requested approval of a lease agreement with Michael J. Johnson for nine (9) parking spaces at 101 Main Street for a term of twenty (20) years with renewal options at a rate of \$1,080.00 per annum. A motion was made by Director Tarwater and seconded by Director Medlin to approve the lease as presented. Motion carried.

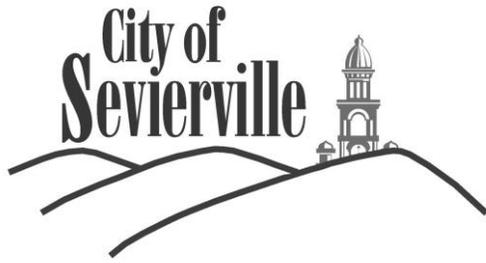
There being no further business to discuss, the meeting adjourned at 2:20 PM.

Approved:

Andrew Temple, Chairman

Attest:

Lisa K. Taylor, Recorder



IDB Memorandum

DATE: January 26, 2024

AGENDA ITEM: Consider approval of Permanent and Perpetual
Utility and Right-of-Way Easement for Traffic Signal Components

RESPONSIBILITY: Bryon Fortner, Public Works Director

PRESENTATION:

The City, along with the County and the other municipalities in Sevier County, has received an Economic Development Administration grant to upgrade traffic signals in each jurisdiction. During the plans development phase, it came to our attention that a traffic signal cabinet, housing all the electronics for the traffic signal at Old Knoxville Highway and Gists Creek Road, was originally placed outside of the existing roadway ROW. This easement will grant the City of Sevierville the proper access to this traffic signal cabinet.

REQUESTED ACTION: Approval of Easement.

THIS INSTRUMENT PREPARED BY:

TAP MAP:
037

GROUP:

PARCEL:
057.05

Lars E. Schuller, Esquire
John J. Britton, Esquire
Lewis Thomason, P.C.
620 Market Street, 5th Floor
Knoxville, TN 37902

MUNICIPAL GRANTEE IS EXEMPT FROM RECORDATION TAX: NO OATH REQUIRED

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 202__, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF SEVIERVILLE, TENNESSEE** (hereinafter referred to as “Grantor”); **WILDERNESS DEVELOPMENT CORPORATION, a Wisconsin corporation**, (herein referred to as “Tenant”); **BANK OF WISCONSIN DELLS, P.O. Box 490, 716 Superior Street, Wisconsin Dells, Wisconsin 53965**, (herein referred to as “Lender”);

and the **CITY OF SEVIERVILLE**, of Sevier County, Tennessee, a municipal corporation (hereinafter referred to as “Grantee”),

WITNESSETH:

That the Grantor, for good and valuable consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby forever grant, sell and convey unto Grantee a non-exclusive, permanent, and perpetual utility and right-of-way easement for the installation, repair and maintenance of traffic signal components and related structures and electrical services, as well as other traffic control features, over the following described property (the “Easement Area”).

Situated in the 7th Civil District of Sevier County, Tennessee, within the City of Sevierville, Tennessee and being a permanent, perpetual easement at the southwest corner of Old Knoxville Highway and Gists Creek Road for use by the Grantee, its agents, employees, successors or assigns, as shown on the drawing attached hereto as Exhibit “B” and incorporated herein by reference and which is more particularly described as follows:

BEGINNING at a point in the southern right-of-way of Gists Creek Road (NAD 83 coordinates, N. 2683736.86, E 2683736.86), being the most Northern corner of the tract. Thence 4 calls with the right-of-way N. 78° 43’ 48” E 15.36 feet to a point, thence S 11° 06’ 12” E 7.00 feet to a point, thence N 78° 43’ 48” E 15.00 feet to a point, thence, S 65° 25’ 48” E 18.79 feet to a point. Thence leaving the right-of-way and traversing two new courses S 78° 43’ 48” W 45.57 feet to a point, thence N 11° 16’ 12” 18.00 feet to a point of beginning. Containing 524.9 square feet.

Grantor's source of title is the quitclaim deed with an effective date of January 1, 2021, from Wilderness Development Corporation of record as **Instrument No. 21022442 in Deed Book 5819, Page 747**, in the Register's Office for Sevier County, Tennessee.

The Grantor, for itself, and its successors and assigns, covenants that the Grantor is the owner of the property over which the easement is granted; that Grantor has a good right to grant this easement; that said property is free from encumbrances, except those of record; and that Grantor, and Grantor's heirs, executors, administrators and successor and assigns will forever warrant and defend said rights, privileges and premises against the lawful claims of all persons whomsoever.

The Tenant, for itself and its successors and assigns, joins in this Easement Agreement to subordinate to this Easement Agreement, in favor of the Grantee, the rights and privileges described herein, as to its right, title, and interests in leasehold estate or estates identified or described in the:

Memorandum of Lease dated January 1, 2021, from Grantor to Tenant, recorded as **Instrument No. 21022441 at Book 5819, Page 742**, in the office of the Register of Deeds for Sevier County, Tennessee.

The Lender, for itself and its successors and assigns, joins in this Easement Agreement to subordinate to this Easement Agreement, in favor of the Grantee, the rights and privileges described herein, as to its right, title, and interests in the fee and leasehold estate or estates identified or described in the:

Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents and Leases, dated January 2, 2019, from Tenant, securing Lender, of record in **Book 5259, Page 722**, in the Public Record of the Sevier County, Tennessee, Register's Office; Assignment of Leases, Rentals, Income, Fees and Profits, dated January 2, 2019, from Tenant, securing Lender, of record in Book **5260, Page 34**, in said Register's Office; Collateral Assignment of Lessee's Interest in Lease, dated January 1, 2021, from Tenant, securing Lender, with Consent dated June 18, 2021, by Grantor, of record in Book **5835, Page 272**, in said Register's Office; Amended and Restated Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents and Leases, dated June 27, 2022, from Tenant, securing Lender, of record in Book **6135, Page 51**, in said Register's Office; Amended and Restated Assignment of Leases, Rentals, Income, Fees and Profits, dated June 27, 2022, from Tenant, securing Lender, of record in Book **6135, Page 694**, in said Register's Office; and the Amended and Restated Collateral Assignment of Lessee's Interest in Lease, dated June 27, 2022, from Tenant, securing Lender, with Consent by Grantor dated June 27, 2022, of record in Book **6135, Page 734**, in said Register's Office.

WHEREVER applicable, words used herein in the plural shall include the singular; and words used in one gender shall include masculine, feminine and neuter, as the case may require.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms and conditions:

IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by persons properly authorized to do so on the day and year first above written.

GRANTOR:

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF
SEVIERVILLE, TENNESSEE

By: _____
Andrew Temple

Its: Chairman

STATE OF TENNESSE)
 :ss
COUNTY OF _____)

Before me, _____, the undersigned authority, a Notary Public for the State and County aforesaid, personally appeared **Andrew Temple**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the Chairman (or other officer authorized to execute the instrument) of the within named bargainor, The Industrial Development Board of the City of Sevierville, Tennessee, a public nonprofit corporation, and that he as such Chairman, executed the foregoing instrument for the purposes therein contained by signing the name of the public nonprofit corporation by himself as its Chairman.

Witness my hand and seal, at office in State and County this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

TENANT:

WILDERNESS DEVELOPMENT CORPORATION,
a Wisconsin corporation

By: _____
Thomas J. Lucke, President

STATE OF _____)
:ss
COUNTY OF _____)

Before me, _____, the undersigned authority, a Notary Public with and for the State and County aforesaid, personally appeared **Thomas J. Lucke**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of the within named bargainor, WILDERNESS DEVELOPMENT CORPORATION, a Wisconsin corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation as its President.

Witness my hand and seal, at office in State and County this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Exhibit "A"
Additional Terms and Conditions

1. Except for the traffic signal components and related structures and electrical services, as well as other traffic control features, any utilities will be installed underground whenever practicable. Any pedestrian crosswalks and related features will be installed on the travel surfaces.
2. Grantor, and Tenant, and their respective successors and assigns, reserve the right to full and exclusive use of the Easement Area including above surface, surface and sub-surface use that does not unreasonably interfere with the easement and the rights granted herein including the right to build and use the surface of the Easement Area for other utilities, drainage ditches, driveways, walks, gardens, lawns, planting or parking areas, and other like uses.
3. Grantee agrees that its use of the Easement Area will not interfere with the existing parking, asphalt drive, signage, existing structures or utilities.
4. Grantee covenants and agrees that it (a) shall perform its work in the Easement Area in a good and workmanlike manner and in compliance with all applicable laws, rules, ordinances and regulations ("Laws"); (b) shall not bring onto the Easement Area any substance in violation of applicable environmental Laws; (c) shall perform its work at such time and in such manner as to not unreasonably interfere with the Grantor and Tenant's ordinary use of their properties; (d) in the event of sub-surface construction, repair or maintenance, shall immediately restore the surface of the Easement Area to substantially the same condition as it existed prior to Grantee's work; and (e) shall indemnify, defend and hold Grantor and Tenant harmless to the extent of the Tennessee Governmental Tort Liability Act, but no further or otherwise, from any losses, damages, expenses, claims or causes of action suffered or incurred by Grantor or Tenant due to the violation of applicable Laws and from an injury to its property, its employees or the public which may at any time occur through the negligence or intentional acts of Grantee, its employees or agents.
5. Grantee covenants and agrees that the use by Grantor and Tenant of the land adjacent to and adjoining the Easement Area for commercial and non-commercial purposes shall not obstruct or impair Grantee's use and enjoyment of its rights under this Agreement.
6. At such time as Grantee shall cease to use the Easement Area for the purposes stated, then the easement and rights and privileges granted shall automatically terminate.
7. The easement granted herein shall not be deemed to be a gift or dedication to or for the general public, it being the intent that Grantor shall retain its title to the

property which is subject of the easement, and that the easement shall be strictly limited to and for the purposes contained in this Easement Agreement.

8. The easement granted herein is subject to all valid and subsisting restrictions, reservations, covenants, conditions, right-of-way, easements, and encumbrances properly of record or as shown by an accurate survey, if any, and current year ad valorem taxes.

9167626

Exhibit "B": Survey Map of Easement Area

