



MEMORANDUM

To: KINGSPORT REGIONAL PLANNING COMMISSION

FROM: LORI PYATTE, PLANNING TECHNICIAN

DATE: MAY 15TH, 2025

SUBJECT: IRREVOCABLE LETTER OF CREDIT EXTENSION FOR GRANBY PLACE

FILE NUMBER: 2021-201-00008

The City currently holds an Irrevocable Letter of Credit in the amount of \$130,551.14 for Granby Place road development. The City Engineering Division has calculated an estimate for this extension to cover the cost of the required improvements to meet the Minimum Subdivision Regulations for the Final Plat of Granby Place Subdivision. The estimate is for the amount of \$130,551.14. An irrevocable letter of credit will be submitted to the City for the amount matching that estimate. The remaining improvements are described on the attached bond estimate.

The current Irrevocable Letter of Credit will expire June 30th, 2025. The new Irrevocable Letter of Credit will have an expiration date of June 30th, 2026. The Irrevocable Letter of Credit states that the improvements will be completed on or before the Performance Date, which is set to March 30, 2026, with this giving them a one-year extension.

Staff Recommends extension of the Irrevocable Letter of Credit in the amount of \$130,551.14 as calculated by the City Engineering Division, to cover all remaining improvements for Granby Place.



Powell Valley
National Bank

Powell Valley National Bank
33785 Main Street
Jonesville, VA 24263

IRREVOCABLE LETTER OF CREDIT # 1428

April 25, 2025

City Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

RE: ATAY LLC
Jody Stewart
Letter of Credit #1428

At the request of ATAY LLC/Jody Stewart (the "Account Party"), Powell Valley National Bank ("the Bank") hereby opens for the benefit of the City of Kingsport (the "Beneficiary") this irrevocable, **Standby Letter of Credit # 1428** in the amount of \$130,551.14 to secure the Account Party's obligation to construct certain roadway and utilities improvements at Granby Road subdivision, Kingsport, Tennessee, as further described in the Account Party's subdivision application presented to the Kingsport Regional Planning Commission to be completed on or before 03/30/2026 (the "Performance Date").

This letter of credit shall remain open until 5:00 p.m. 06/30/2026, at which time it shall expire.

In the event the Account Party fails to complete the required improvements described above on or before 03/30/2026 (the "Performance Date"), you may draw under this letter of credit **#1428** at sight by presenting to the Bank, the original letter of credit, your written request for payment of such monies as are due by the Account Party together with your written certificate of such non-compliance at any date after the Performance Date but prior to the Expiration Date.

- This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce (Publication No. 600) and subsequent revisions thereof approved by congress of the International Chamber of Commerce and adhered to by us.

We further agree that unless expressly stated otherwise herein, the terms and obligations represented by this credit shall be governed by the Uniform Commercial Code of the Commonwealth of Virginia and/or any other pertinent Virginia law.

Very truly yours,
Powell Valley National Bank

By: 
Official's Name
Official's Title





**Powell Valley
National Bank**

Powell Valley National Bank
33785 Main Street
Jonesville, VA 24263

LETTER OF CREDIT ADDENDUM # 1428

ELEMENTS

The Letter of Credit sets forth in full terms of the Issuer's obligation to the Beneficiary. This obligation cannot be modified by any reference to the Letter of Credit or any document to which the Letter of Credit is related.

DRAWINGS

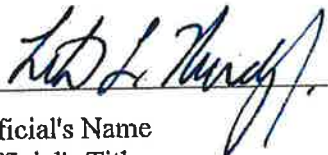
- Partial drawing shall not be permitted under the attached Letter of Credit.

DOCUMENTS

- Each draft must be accompanied by the following, an original and two copies except as stated:
 - The original Letter of Credit, together with any amendments.
 - A Sight Draft drawn by Beneficiary on Issuer, by an authorized individual, no later than 5:00 p.m., and in accordance with the conditions of this Letter of Credit.
- This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce (Publication No. 600) and subsequent revisions thereof approved by congress of the International Chamber of Commerce and adhered to by us.

We further agree that unless expressly stated otherwise herein, the terms and obligations represented by this credit shall be governed by the Uniform Commercial Code of the Commonwealth of Virginia and/or any other pertinent Virginia law.

Very truly yours,
Powell Valley National Bank

By: 
Official's Name
Official's Title



BOND ESTIMATE
Granby Road Bond Estimate

FILE NO. 2020-D9

April 14, 2025

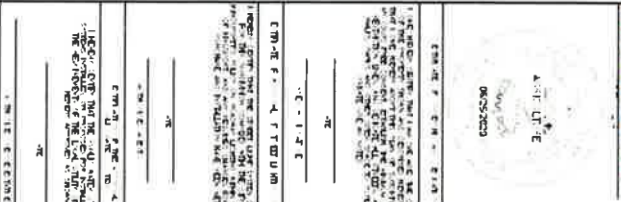
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
General Items					
1	1	LS	Mobilization	\$ 7,607.33	\$ 7,607.33
2	1	LS	Traffic Control	\$ 12,000.00	\$ 12,000.00
3	1	LS	Topsoil, Seeding and Strawing	\$ 18,708.00	\$ 18,708.00
Sidewalks					
3	7,795	S.F.	4" Sidewalk w/ (4" Base Stone and Spray-Lok)	\$ 7.79	\$ 60,723.05
Erosion Control					
4	1	LS	Erosion Control	\$ 10,000.00	\$ 10,000.00
Misc.					
5	1	LS	AS-Built Drawings	\$ 5,000.00	\$ 5,000.00
				SUBTOTAL	\$ 114,038.38
					\$ 6,842.30
					\$ 120,880.68
					\$ 9,670.45
				TOTAL	\$ 130,551.14


David Harris
Civil Engineer I
City of Kingsport

April 14, 2025

Date





39.83 ACRES- REMAINING
ATAY, LLC
PART OF TAX MAP 290, GROUP A, PARCEL 32
PART OF DEED BOOK 3365, PAGE 1125
PART OF PLAT BOOK 57, PAGE 68

[illegible]