



MEMORANDUM

TO: KINGSPORT REGIONAL PLANNING COMMISSION

FROM: LORI PYATTE, PLANNING TECHNICIAN

DATE: AUGUST 21ST, 2025

SUBJECT: PERFORMANCE BOND EXTENSION FOR ARBOR TOWNHOMES (RIVERBEND)

FILE NUMBER: PD23-0329

The City currently holds a Performance Bond in the amount of \$30,090.90 for Arbor Townhomes (Riverbend). The City Engineering Division has recalculated an estimate for this extension to cover the cost of the required improvements to meet the Minimum Subdivision Regulations for the final plat of Arbor Townhomes (Riverbend). The new estimate is for the amount \$12,215.99.

The Performance Bond approval will have an expiration date of September 11th, 2026. The Performance Bond states that the improvements will be completed on or before the Performance Date, which is set to June 11th, 2026.

Staff Recommends extension of the Performance Bond approval in the amount of \$30,090.90 as calculated by the City Engineering Division, to cover all remaining improvements for Arbor Townhomes (Riverbend).

BOND ESTIMATE Part 1
Riverbend Townhomes (Arbor Townhomes)

FILE NO. 2023-D23

July 8, 2025

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
General Items					
1	1	EA	Plastic Pavement Marking (Stop Line)	\$ 141.35	\$ 141.35
2	1	EA	Plastic Pavement Marking (Cross-Walk)	\$ 529.50	\$ 529.50
3	1	LS	Stormwater Detention Basin Conversion (See Note Below)	\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 10,670.85
CONTINGENCIES (6%)					\$ 640.25
					\$ 11,311.10
CONSTRUCTION CONTRACT ADMINISTRATION & INSPECTION (8%)					\$ 904.89
				GENERAL TOTAL	\$ 12,215.99

Notes: As-Built estimate, Video and Water Testing is if C.O.K. installs infrastructure - Developer shall provide As-Built drawings, Videos and any Testing before any Utilities installed by others will be accepted by the City.



Garret Burton
Civil Engineer I
City of Kingsport

July 8, 2025

Date





Premium: \$903.00

Anything herein to the contrary notwithstanding, the Obligees agree that any and all payments issued by the Surety under this bond, whether to Obligees, to or on behalf of Principal and/or in furtherance of the performance or satisfaction of Surety's obligations hereunder in any way (including but not limited to costs incurred in undertaking or arranging to perform any work under or in connection with the Contract), are to be credited against the penal amount of the bond. Further, Obligees hereby waives notice of the Surety's issuance, undertaking or agreement to issue any such payment(s) and/or incur any such costs and Obligees covenants and agrees that the Surety may cease any and all work, payments or other performance hereunder of any kind whatsoever at any time that the penal amount of the bond has been reached or that the Surety deems the penal amount will be reached due to obligations incurred by the Surety (whether or not payment has been issued therefor); all without any requirement of prior notice to Obligees, and that any and all further obligations of Surety hereunder shall thereupon be deemed fully and unconditionally discharged.

If there is no Obligor Default, the Obligor having performed all of its obligations under the Contract, the Surety's obligation to the Obligor under this bond shall arise after:

- a) The Obligor has notified the Principal and the Surety at its address described above that the Obligor is considering declaring a default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Obligor, the Principal and the Surety agree, the Principal shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Obligor's right, if any, subsequently to declare a default; and
- b) The Obligor has declared a default and formally terminated the Principal's right to complete the Contract in accordance with the terms of the Contract. Such default and termination shall not be declared earlier than twenty (20) days after the Principal and the Surety have received notice as provided in subparagraph a above; and
- c) The Obligor has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract.

When the Obligor has satisfied the conditions of subparagraphs a through c of the preceding section, the Surety shall promptly and at the Surety's expense take one of the following actions:

- a) Arrange for the Principal, with consent of the Obligor, to perform and complete the Contract; or
- b) Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- c) Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligor for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Obligor and the contractor selected with the Obligor's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Obligor the completion costs in excess of the balance of the Contract Price only; or
- d) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Obligor, subject to all of the limitations as set forth herein and particularly in subparagraph c above, and as soon as practicable after the amount is determined, tender payment therefore to the Obligor; or
 - 2. Deny liability in whole or in part and notify the Obligor citing reasons therefore.

Surety's liability to Obligor hereunder is limited to the reasonable costs of completion of the Contract in excess of the balance of the Contract Price, and Surety shall not be liable for any other claims, costs, losses or expenses of Obligor or any other party of any nature whatsoever.

Obligor agrees that amounts owed by Obligor to the Principal under the Contract shall be used for the performance of the Contract and to pay valid claims by subcontractors, suppliers and/or others providing labor, materials and/or equipment to or on behalf of the Principal in the performance of the Contract. By the Principal furnishing and the Obligor accepting this bond, they agree that all funds earned by the Principal in the performance of the Contract are dedicated to satisfy the obligations of the Principal and Surety under this bond. The Obligor further agrees that Surety shall not be liable to Obligor or others for obligations of the Principal that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations or by any other claims of Obligor or others.

No suit or action shall be commenced hereunder by Obligor:

1. After the expiration of one (1) year following the date on which Principal ceased work on said Contract or Obligor declared Principal in default, whichever occurs first, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
2. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the District in which the project, or any part thereof, is situated, and not elsewhere.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Definitions:

- a) Balance of the Contract Price: The total amount payable by the Obligor to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received by the Obligor in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- b) Contract: The agreement between the Obligor and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- c) Principal Default: Failure of the Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- d) Obligor Default: Failure of the Obligor, which has neither been remedied nor waived, to pay the Principal as required by the Contract or to perform and complete or comply with the other terms thereof.

Attest: 

AEMS Development, LLC DBA All Phas

Principal:


Brandon Stamper, Managing Memb

Harco National Insurance Company

Attest: 

By:

Jeremy Crawford



Attorney-In-Fact (Seal)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0854697

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEREMY CRAWFORD

Golden Valley, MN

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

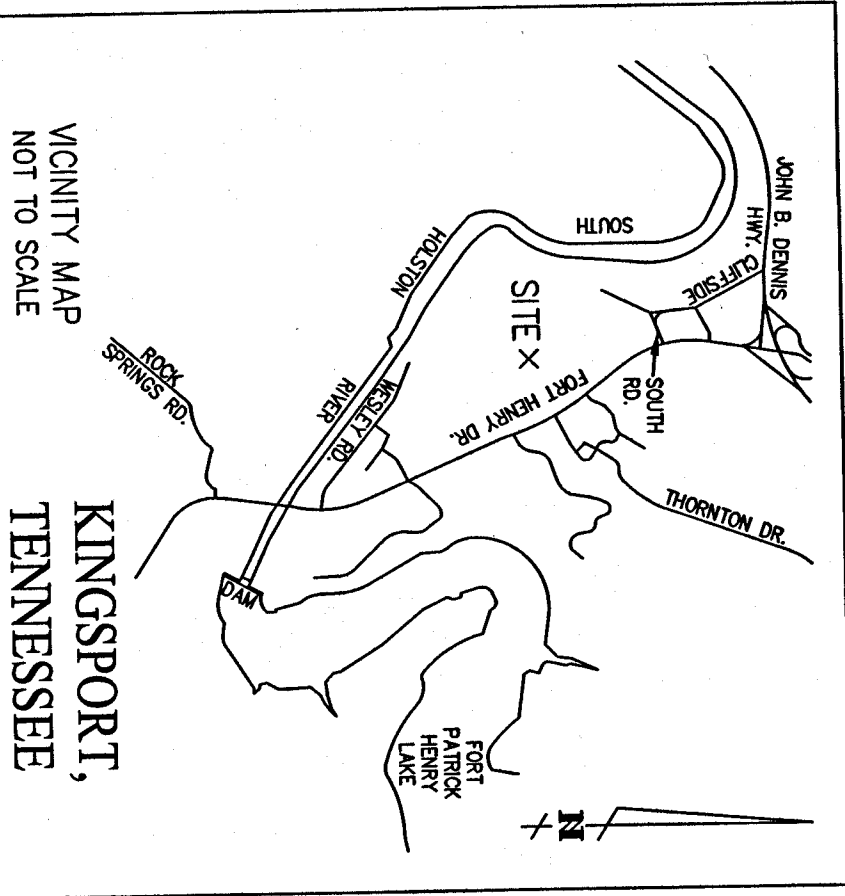
CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 10/4/2024

A02712

Irene Martins, Assistant Secretary



NOTES:

- OWNER/DEVELOPER: LAND STAR DEVELOPMENT, LLC, 367 HOG HOLLOW ROAD, JOHNSON CITY, TENNESSEE 37615.
- PROPERTY REFERENCE: BEING A PORTION OF THE PROPERTY CONVEYED IN BOOK 3518, PAGE 1327 AND BEING LOT 7, "PROPERTY OF FIRST SOUTHEAST DEVELOPMENT, LLC, PLAT BOOK P58, PAGE 271, TM NO. 077H C 002.30
- TOTAL ACREAGE OF SURVEYED PROPERTY IS 6.954 ACRES.
- TOTAL DISTURBED ACREAGE: 5.40 ACRES.
- CURRENT AND PROPOSED ZONING: KINGSFORT, TENNESSEE PLANNED DEVELOPMENT DISTRICT (PD). SETBACKS: PERMETER-25'.
- THE SURVEYED PROPERTY IS SHOWN AS BEING IN "OTHER AREAS ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE, MAP NUMBER 47163C0045D, EFFECTIVE DATE SEPTEMBER 29, 2006.
- ALL WATER LINE EASEMENTS SHALL BE PUBLIC AND DEDICATED TO THE CITY OF KINGSFORT.
- ALL SANITARY SEWER EASEMENTS SHALL BE PUBLIC AND DEDICATED TO THE CITY OF KINGSFORT.
- ALL DRAINAGE EASEMENTS SHALL BE PRIVATE AND DEDICATED TO THE SUBDIVISION HOMEOWNERS ASSOCIATION.
- ALL STORMWATER OUTSIDE OF PUBLIC ROW ARE TO BE PRIVATELY OWNED, OPERATED, AND MAINTAINED.
- 48" CAP STORM SEWER LOCATIONS SCALED FROM A PLAN OF "RIVERBEND - EPSON PHASE 1" BY EDWARDS ENGINEERING, PLLC, WITH A REVISION DATE OF 9/10/09 AND PROVIDED BY THE CITY OF KINGSFORT ENGINEERING DEPARTMENT.
- UNDERGROUND ELECTRICAL UNITS AND COMMUNICATION LOCATIONS ESTIMATED FROM A PLAN OF CIVIL SITE PLANS RIVERBEND COMMERCIAL PROJECT - ROAD 'B' BY HIGHLANDS ENGINEERING, LLC WITH A DATE OF 5/6/15.
- THE HOMEOWNER ASSOCIATION WILL BE RESPONSIBLE FOR MAINTAINING OPEN SPACE & COMMON AREA.
- THE ENTIRE DEVELOPMENT WILL BE CONSTRUCTED IN ONE PHASE.
- AREAS AND DENSITY:
 - TOTAL DEVELOPMENT - 6.954 ACRES
 - RIGHT OF WAY - 0.804 ACRES
 - TOTAL DEVELOPMENT AREA MINUS RIGHT OF WAY - 6.150 ACRES USEABLE
 - FORTY FIVE UNITS (INCLUDING PORCHES) - 1025 SQUARE FEET EACH (1.059 AC. TOTAL)
 - 45 UNITS DIVIDED BY 6.150 ACRES EQUALS 7.32 UNITS/ACRE
 - REQUIRED OPEN SPACE FOR 8 UNITS/ACRE - 35%
 - OPEN SPACE (USEABLE AREA MINUS UNITS WITH A 25' BUFFER) - 3.494 ACRES
 - 3.494 AC. (OPEN SPACE) DIVIDED BY 6.150 AC (USEABLE) EQUALS 57% OPEN SPACE
 - THE UNITS ARE UNITS AND NOT INDIVIDUAL LOTS.
- OVERALL LENGTH IN STREET - 760.98'.
- OVERALL LENGTH IN RIGHT OF WAY - 766.65'.
- RADIUS OF THE CUL-DE-SAC RIGHT RIGHT OF WAY IS 50'.
- RADIUS OF THE CUL-DE-SAC PAVEMENT IS 42.5'.
- TOTAL NUMBER OF UNITS IS 45.
- TWO PARKING SPOTS ARE PROVIDED FOR EACH UNIT. (ONE EACH IN THE DRIVEWAY AND GARAGE OF EACH UNIT).
- THE SANITARY SEWER EASEMENT RECORDED AT PB 55 PAGE 154 HAS BEEN ABANDONED PER CITY OF KINGSFORT ORDINANCE NO. 7142.

Final Plat of
The Arbor Town Homes

11th Civil District, Sullivan Co., TN
Date: 2-3-25
By: Larry D. Culbertson RLS 883

Culbertson Surveying
P.O. Box 190
Nicklesville, VA 24221
Ph. 276-439-3093

Slide A-1793

Sheet # 370300
Sullivan County
Instrument # 25002079
Record # 45.00
Date 2/6/2025 at 10:27 AM
Client: 0.00
Other: 2.00
Total: 47.00
Pgs 561-563



LEGEND

- ☒ PROPOSED CONCRETE MONUMENT
- ☒ EXISTING FIRE HYDRANT
- ☒ DESIGNATED HANDICAP PARKING SPACE
- ☒ EXISTING TELEPHONE PEDESTAL
- ☒ SANITARY SEWER MANHOLE: EXISTING, PROPOSED
- ☒ PROPOSED STORM DRAIN MANHOLE
- ☒ PROPOSED WATER METER
- ☒ PROPOSED SANITARY SEWER CLEAN OUT
- ☒ END OF PIPE NOT LOCATED (GENERAL DIRECTION IS SHOWN)
- ☒ HOUSE NUMBER
- ☒ EXISTING STORM STRUCTURE & DRAIN PIPE
- ☒ PROPOSED STORM STRUCTURE & DRAIN PIPE
- ☒ EXISTING WATER LINE
- ☒ PROPOSED WATER LINE
- ☒ EXISTING SANITARY SEWER LINE
- ☒ PROPOSED 8" SANITARY SEWER LINE
- ☒ EXISTING UNDERGROUND ELECTRIC LINE
- ☒ EXISTING UNDERGROUND TELECOMMUNICATIONS LINE
- ☒ EXISTING FENCE LINE
- ☒ IRON PIN FOUND, UNLESS NOTED OTHERWISE
- ☒ IRON PIN SET
- ☒ CALCULATED POINT

CERTIFICATE OF THE APPROVAL FOR 911-ADDRESSING ASSIGNMENT

I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.

February 4, 2025

DATE

Carrie Gustin

CITY GIS DIVISION OR SULLIVAN COUNTY DIRECTOR OF 911 ADDRESSING OR HIS/HER AUTHORIZED REPRESENTATIVE

CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.

5 Feb 2025

DATE

W

TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION OR KINGSFORT AUTHORIZING AGENT

CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE KINGSFORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.

5 Feb 2025

DATE

W

AUTHORIZING AGENT

CERTIFICATION OF THE APPROVAL OF STORMWATER SYSTEM

I HEREBY CERTIFY (1) THAT CONSTRUCTION PLANS HAVE BEEN APPROVED; OR (2) STORM WATER SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEET CITY OF KINGSFORT REQUIREMENTS.

I HEREBY CERTIFY (1) THAT TOTAL CUMULATIVE LAND DISTURBANCE FOR ALL LOTS IS LESS THAN ONE (1) ACRE AS SHOWN; (2) NO PUBLIC STORMWATER IMPROVEMENTS ARE PROPOSED

5 Feb 2025

DATE

W

CERTIFICATION OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED.

2-3-2025

DATE

Submittal

OWNER

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSFORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.

2-3-25

DATE

Submittal

REGISTERED SURVEYOR

CERTIFICATION OF THE APPROVAL OF STREETS

I HEREBY CERTIFY: (1) THAT STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS, OR (2) ADEQUATE RIGHTS-OF-WAY DEDICATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED.

2/4/25

DATE

Submittal

CITY ENGINEER OR COUNTY ROAD COMMISSIONER

CERTIFICATION OF THE APPROVAL STREET LIGHTING SYSTEM

I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLIES WITH THE CITY OF KINGSFORT'S POLICIES ON ROADWAY LIGHTING WITHIN THE CITY OF KINGSFORT, AND ANY REQUIRED CHANGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.

2-4-2025

DATE

Submittal

TRAFFIC ENGINEERING MANAGER

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSFORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MARGINS OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$118,746.16 HAS BEEN POSTED WITH THE KINGSFORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

2/5/2025

DATE

Submittal

SECRETARY, KINGSFORT MUNICIPAL/REGIONAL PLANNING COMMISSION

SEC. 114-304 PART 13 B AND C:

B. GOVERNMENT AND UTILITY ACCESS. THE OWNERS OF THIS PROPERTY HEREBY AGREE TO GRANT FULL RIGHTS OF ACCESS TO THIS PROPERTY OVER THE DESIGNATED STREET UTILITIES, AND OTHER EASEMENTS FOR GOVERNMENTAL AND UTILITY AGENCIES TO PERFORM THEIR NORMAL RESPONSIBILITIES.

C. MAINTENANCE OF COMMON OPEN SPACE. THE OWNERS OF THIS PROPERTY AGREE TO ASSUME FULL LIABILITY AND RESPONSIBILITY FOR MAINTENANCE, RECONSTRUCTION, DRAINAGE, AND OTHER NEEDS RELATIVE TO THE COMMON OPEN SPACE SO DESIGNATED ON THE PLAN, AND HEREBY RELIEVE THE LOCAL GOVERNMENT FROM ANY SUCH RESPONSIBILITY. SHOULD THE COMMON OPEN SPACE BE DEDICATED FOR PUBLIC USE AT A LATER DATE, THE OWNERS SHALL BEAR FULL EXPENSE OF RECONSTRUCTION OR OTHER ACTION NECESSARY TO MAKE THE COMMON OPEN SPACE AND DRAINAGE FACILITIES FULLY CONFORM TO THE CURRENT STANDARDS ADOPTED BY THE CITY. THE OWNERS ALSO AGREE THAT THE COMMON OPEN SPACE SHALL BE DEDICATED TO PUBLIC USE WITHOUT COMPENSATION.

OWNER

Submittal

2-3-2025

DATE

TENNESSEE STATE PLANE
GRID NORTH

RIVER BEND VILLA
APARTMENTS, LLC
BOOK 3180, PAGE 369
LOT 8
LOTS 7 & 8 RIVERBEND DEVELOPMENT
PLAT BOOK P55, PAGE 154

7.5' UTILITY & DRAINAGE
EASEMENT ALONG SIDE &
REAR LOT LINES, 15' ALONG
FRONT LOT LINES
PLAT BOOK P55, PAGE 154

$A=944515'$
 $R=75.50'$
 $L=124.86'$
 $CH=N 832339' E$
 $CH=1111.11'$

$A=590211'$
 $R=64.00'$
 $L=65.94'$
 $CH=N 918533' W$
 $CH=63.07'$

LINE	BEARING	DISTANCE
R1-R2	S 63°23'42" E	49.42'
R1-R3	N 74°35'16" E	49.65'
R4-R5	N 54°57'16" E	130.16'
R4-R6	N 64°38'33" E	144.77'
R7-R8	N 10°53'17" W	76.91'
R9-R10	N 19°49'40" W	57.47'
R9-R11	N 00°36'33" W	82.33'
R12-R13	S 59°53'19" E	27.70'

NOTE: THE SANITARY SEWER EASEMENT
RECORDED AT PB 55 PAGE 154 HAS BEEN
ABANDONED PER CITY OF KINGSFORD
ORDINANCE NO. 7142

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	88°33'47"	20.00'	30.91'
C2	88°34'11"	118.50'	183.18'
C3	100°49'17"	81.50'	143.41'
C4	83°25'54"	118.50'	17.68'
C5	42°34'10"	67.17'	49.90'
C6	26°25'12"	50.00'	229.00'
C7	48°23'56"	75.00'	63.35'
C8	100°49'17"	121.50'	213.80'
C9	86°36'11"	78.50'	118.65'
C10	93°24'13"	20.00'	32.60'



APPALACHIAN POWER COMPANY
RIGHT OF WAY &
EASEMENT
BOOK 1011C, PAGE 212

N 76°22'44" W 720.16'

CUL-DE-SAC
PAVEMENT RADIUS
IS 42.5'

WENNA WAY
(PUBLIC)

CUL-DE-SAC
RIGHT OF WAY
RADIUS IS 50'

25' ZONE PD
PERIMETER SETBACK

WAL-MART REAL ESTATE
BUSINESS TRUST
BOOK 1627C, PAGE 541
LOT 2R
WAL-MART REAL ESTATE BUSINESS TRUST
LOT - FORT HENRY DRIVE
REPLAT LOT 2, BRADLEY FARM SUBDIVISION
PLAT BOOK P52, PAGE 506

SCALED LOCATION RIGHT
OF WAY & EASEMENT
BOOK 1005C, PAGE 521

7.5' UTILITY & DRAINAGE
EASEMENT ALONG SIDE &
PLAT BOOK P38, PAGE 99

SURVEYED PROPERTY
WITHIN BOLD LINES

RESTRICTED USE AREA
BOOK 2574C, PAGE 508

10FT COMMUNICATION EASEMENT
BOOK 2608C, PAGE 578

LAND STAR
DEVELOPMENT, LLC
BOOK 3518, PAGE 1327
LOT 1
PROPERTY OF FIRST SOUTHEAST
DEVELOPMENT, LLC
PLAT BOOK P58, PAGE 271
15' CITY OF KINGSFORD SS
EASEMENT
PLAT BOOK P58, PAGE 271

Final Plat of
The Arbor Town Homes
11th Civil District, Sullivan Co., TN
Date: 2-3-25
By: Larry D. Culbertson RLS 883

Culbertson Surveying
P.O. Box 190
Nicklesville, VA 24271
Ph. 276-439-3093

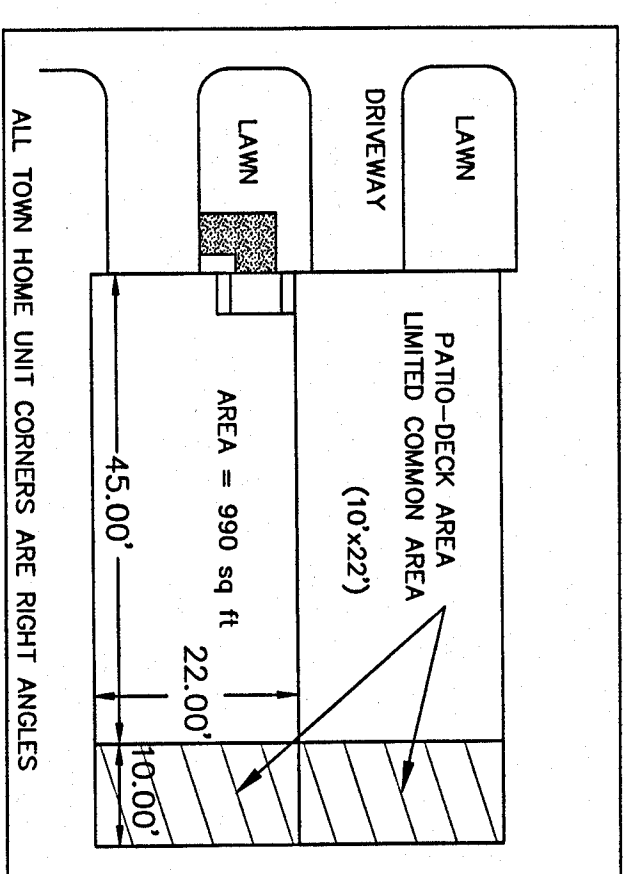


Sheena Finley, Registrar
Sullivan County
Instrument #: 25002078
Rec #: 370300
Rec d: 45.00
Status: 0.00
Order: 2.00
Total: 47.00
P59
PGS 561-563

TENNESSEE STATE PLANE
GRID NORTH

RIVER BEND VILLA
APARTMENTS, LLC
BOOK 3180, PAGE 369
LOT 8
LOTS 7 & 8 RIVERBEND DEVELOPMENT
PLAT BOOK P55, PAGE 154

Slide A. 1793
Shelma Finley, Registrar
Rec #: 370930 Sullivan County #. 25002078
Revised: 4/25/2023
Scale: 0.00 2/6/2023 at 10:27 AM
Clerk: 0.00
Other: 2.00
Total: 47.00
P59 PGS 561-563



OPEN SPACE
(GRAY OVERLAY)
3.411 ACRES

RESTRICTED USE AREA
BOOK 2514C, PAGE 508

LAND STAR
DEVELOPMENT, LLC
BOOK 3518, PAGE 1327
LOT 1
PROPERTY OF FIRST SOUTHEAST
DEVELOPMENT, LLC
PLAT BOOK P58, PAGE 271

SURVEYED PROPERTY
WITHIN BOLD LINES

WAL-MART REAL ESTATE
BUSINESS TRUST
BOOK 1627C, PAGE 541
LOT 2R
WAL-MART REAL ESTATE BUSINESS TRUST
LOT - FORT HENRY DRIVE
REPLAT LOT 2, BRADLEY FARM SUBDIVISION
PLAT BOOK P52, PAGE 506

Final Plat of
The Arbor Town Homes

11th Civil District, Sullivan Co., TN
Date: 2-3-25
By: Larry D. Culbertson RLS 883



Culbertson Surveying
P.O. Box 190
Nicklesville, VA 24271
Ph. 276-439-3093

0 25' 50' 100'
SCALE: 1" = 50'-0"

AREAS DESIGNATED AS OPEN SPACE

SHEET NO.
3 OF 3