



153 Anglers Cove Road
Kingston, TN 37763

March 26, 2026

Electronically Filed in TPUC Docket
Room April 9, 2026 at 6:44 a.m.

TN Public Utility Commission

Chairman David Jones
502 Deaderick Street, 4th Floor
Nashville, TN 37243

26-00022

**RE: Declaration of Private Sewer System – Letter of Determination
Meadowlake Airpark Phase 1 Development
Kingston, Roane County, TN
Meadowlake Airpark, LLC – Owner & Developer**

Chairman Jones,

I am an owner of Meadowlake Airpark, LLC and the developer of the Phase 1 expansion of the airport. I am writing to request a letter of determination regarding whether a Certificate of Public Convenience and Necessity (CCN) is required for this project. The project includes the construction of 33 airplane hangars that require a central private sanitary sewer system with a maximum usage of 25 gpd/ hangar for a total of 825 gpd when all hangars are completed.

The Meadowlake Airpark was purchased in October 2020 by Meadowlake Airpark LLC (Operating Agreement – Attachment A) with a mission to restore the existing delinquent hangars and expand capacity to meet the regional needs for storage of airplanes. The airport has been in existence since the 1960s. As part of the Phase 1 expansion of the airport, 5-acres were purchased from Robert and April Queener on October 11, 2024 (Attachment C). Working with Robert Campbell & Associated, the 5-acre tract was designed to maximize the number of hangars that could be constructed on tract as shown on Attachment C.

The Phase 1 expansion of Meadowlake Airpark that included the construction of 33 airplane hangars was approved by Roane County Planning Commission on April 16, 2025 (Attachment D). Meadowlake Airpark LLC, as part of the pre-construction activities, prepared a Storm Water Pollution and Prevention Plan (SWPPP) that was approved by TDEC Division of Water Resources with issuance of a Notice of Coverage (NOC) permit tracking number TNR137927 on June 6, 2025. Construction activities began in August 2025.

The airplane hangars will be sold to individuals with Meadowlake Airpark, LLC maintaining the taxiways, runways and all utilities. The airplane hangars will be used for storage of airplanes and will be equipped with a toilet and sink for the convenience of owners. Since there is no available sewer in this area, it was concluded to design, build and operate a private sanitary sewer system for these 33 hangars. The sewer drain field is to be located on an easement on the Queener's adjacent property (Attachment E). The wastewater treatment

plant operations, maintenance and repair cost are to be managed by Meadowlake Airpark, LLC and are covered in the "Declaration of Restrictive Covenants for Meadowlake Airpark Airport Improvement Phase 1", Section 15 (a) (Attachment F). These covenants will be included with the purchase agreement of each airplane hangar. The sanitary sewer system will not provide service to any other parcels or developments. This is a private sewer system and not available to the general public at any time or for any other non-owned facilities.

This system has been designed by Bryan Mills, P.E. and was submitted to the TDEC Division of Water Resources Drinking Water Unit for approval in December 2025. A Class V injection well permit was applied for as well and approved by Crit Stender on December 17, 2025. TDEC initially reviewed the sewer system design and provided one round of comments that have been addressed. Final approval has not been provided yet as after discussing the plans to have the hangars on separate privately owned lots, we were notified by TDEC Engineering Services that a State Operating Permit (SOP) was required. Bryan Mills and I had a teleconference with them on March 4, 2026, to discuss the SOP submittal process and then subsequently learned about the need for the determination of CCN by Tennessee Public Utility Commission. Thus, this correspondence presents the project and associate information to make the determination of CCN.

The SOP application was submitted to Bryan Pope, TDEC Division of Water Resources, via US Postal Service and email March 23, 2026, with a copy in Attachment G. The sanitary sewer system will be operated and maintained (O&M) under contract to Knoxville Excavating who will install the system once all approvals are received from TDEC. Sherman Wires, owner of Knoxville Excavating, will be the qualified operator with plans to renew his certification with TDEC in April 2026. Meadowlake Airpark LLC has been assured that a surety (if required) for the O&M of the sewer system is available.

Please let me know if you need anything else. You can reach me by phone at 865-621-5623 or email at angievolnavy@gmail.com.

Sincerely,

Angie K. Jones, P.E. (ret.)
Meadowlake Airpark – Owner

Attachments: A – Meadowlake Airpark, LLC Operating Agreement
B – Phase 1 Property Warranty Deed
C – Phase 1 Development Plan
D – Roane County Planning Commission 4/16/25 Meeting Minutes
E – Sewer Easement Deed
F - Declaration of Restrictive Covenants for Meadowlake Airpark Airport Improvement Phase 1
G - State Operating Permit Application

Attachment A

Meadowlake Airpark, LLC Operating Agreement

**OPERATING AGREEMENT
OF
MEADOWLAKE AIRPARK, LLC**

Member Managed)

THIS OPERATING AGREEMENT ("Agreement") is made and adopted as of the 26TH day of February, 2020 as the Operating Agreement of MEADOWLAKE AIRPARK, LLC, a Tennessee limited liability company, by and among each person named as a Member on Exhibit "A" attached hereto and all other persons who may hereafter become Members (as defined below).

**ARTICLE I
DEFINITION**

As used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Act" shall mean the Tennessee Revised Limited Liability Company Act, T.C.A. §§ 48-249-101 et seq., as amended from time to time.

"Affiliate" shall mean, as to a specific person or entity, a person or entity that directly, or indirectly, controls, is controlled by, or under common control with, such person or entity.

"Agreement" shall mean this Operating Agreement, as amended or restated from time to time.

"Articles" shall mean the Articles of Organization of the Company, as filed with the Secretary of State of Tennessee, as amended or restated from time to time.

"Assignee" shall mean a transferee of a Membership Interest who has not been admitted to the Company as a Member.

"Capital Account" shall mean, with respect to each Member, the Capital Account maintained for such Member to which there shall be credited such Member's Capital Contributions, such Member's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 7.4 or Section 7.5 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member, and to which there shall be debited the amount of cash and the value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 7.4 or Section 7.5 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

In the event all or a portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest.

In determining the amount of any liability for purposes of the foregoing, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Company shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Member), are computed in order to comply with such Regulations, the Company may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 14.3 hereof upon the dissolution of the Company. The Chief Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to

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comply with Regulations Section 1.704-1(b).

"Capital Contribution" shall mean, with respect to any Member, the amount of money and the value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall mean MEADOWLAKE AIRPARK, LLC, the limited liability company formed under this Agreement pursuant to the Act.

"Financial Rights" shall mean a Member's rights to share in profits and losses, distributions, and to receive interim distributions and liquidation distributions as provided in this Agreement and the Act.

"Fiscal Year" shall mean the twelve-month period selected by the Company as its annual accounting period.

"Governance Rights" shall mean all of a Member's rights as a member in the Company other than Financial Rights and the right to assign Financial Rights.

"Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the other Members;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members from time to time as required by Regulation Section 1.704-1(b).

"Immediate Family" shall mean, with respect to a Member his spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

"Majority in Interest" shall mean the Percentage Interest(s) of one or more Members which (taken together if more than one) exceed fifty percent (50%) of all Percentage Interests.

"Managers" shall mean, collectively, the Chief Manager, the Secretary, and each other manager elected by the Members. "Manager" shall mean, individually, any such person.

"Member" shall mean each of the Members identified on Exhibit "A" attached hereto and made a part hereof by this reference who have executed this Agreement and each of the parties who may hereafter become Members.

"Membership Interest" shall mean, with respect to each Member, such Member's interest in the Company consisting of such Member's Financial Rights and right to assign Financial Rights as provided herein, and such Member's Governance Rights, and right to assign Governance Rights as provided herein.

"Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Members. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the preceding sentence.

"Net Profits" or "Net Losses" shall mean, for each fiscal year of the Company, an amount equal to the Company's taxable income or loss for such year determined in accordance with Code Section 703(a), including, for such purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1).

"Percentage Interest" means, with respect to any Member, as of any date, the Percentage Interest for such Member set forth on Exhibit A hereto. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferor's Membership Interest.

"Permitted Transferee" shall mean any member of a Member's Immediate Family, or an Affiliate of such Member or such Member's Immediate Family.

"Property" shall mean all property, real or personal, tangible or intangible, including

money and any legal or equitable interest in property owned by the Company.

"Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time.

"Related Person" shall mean a person having a relationship to a Member that is described in §1.752-4(b) of the Regulations.

ARTICLE II FORMATION

Section 2.1 Articles of Organization. The date of formation and existence of the Company shall be the later of the date of filing of the Articles with the Secretary of State of Tennessee or the occurrence of the future date of formation or the happening of the specific event described in the Articles.

Section 2.2 Name. The name of the Company is MEADOWLAKE AIRPARK, LLC. All business of the Company shall be conducted under that name or under any other name adopted by the Members in accordance with the Act.

Section 2.3 Principal Place of Business. The principal place of business of the Company within the State of Tennessee shall be 155 Harbor Place, Lenoir City, Tennessee 37772. The Company may locate to, and have such other, places of business and registered office as the Members or the Chief Manager shall, from time to time, deem advisable.

Section 2.4 Term. The Company shall be perpetual or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

ARTICLE III BUSINESS OF COMPANY

Section 3.1 Permitted Business. The business of the Company shall be the ownership and operation of a private airport and any other legal purpose.

Section 3.2 No Limitation. Except as specifically limited in the Articles, the Company may engage in the specific activities set forth in Section 3.1 and any and all other lawful business activities whatsoever, or which shall be conducive to or expedient for the protection or benefit of the Company or its Property, and the Company may exercise all powers necessary to, connected with, or incident to the accomplishment of any business that may lawfully be conducted by limited liability companies under the Act.

ARTICLE IV ACCOUNTING, RECORDS AND REPORTS

Section 4.1 Books and Records. Proper and complete books and records of account shall be kept by the Company. The records and information required under T.C.A. 48-249-406 shall at all times be maintained at the principal executive office of the Company or at any other place designated by the Company. Each Member, or his agent or attorney, shall be entitled to inspect and copy, during regular business hours, all such required records, upon written notice of such demand given at least five (5) days before the date such Member wishes to inspect and/or copy such records. The Company shall furnish a list of the names and addresses of, and Membership Interests held by, all Members to any Member who requests such a list in writing for any proper purpose. The cost of furnishing such list shall be borne by the requesting Member.

Section 4.2 Tax Information. Within ninety (90) days after the end of each fiscal year, the Company shall send to each holder of a Membership Interest in the Company at any time during the fiscal year then ended such tax information as shall be necessary for the preparation by such holder of his federal income tax return, and state income and other tax returns with regard to jurisdictions in which the Company is formed or qualified.

Section 4.3 Financial Statements. Each of the Members shall have access to true and full information regarding the status of the Company's business and financial condition, to the full extent provided for in Section 48-249-308 of the Act.

Section 4.4 Tax Matters Member. The Tax Matters Member is responsible for all administrative and judicial proceedings for the assessment and collection of tax deficiencies or the refund of tax overpayments arising out of a Member's distributive share of items of income, deduction, credit and/or of any other Company item (as that term is defined in the Code or in regulations issued by the Internal Revenue Service) allocated to the Members affecting any Member's tax liability.

The Tax Matters Member shall promptly give notice to all Members of any administrative or judicial proceeding pending before the Internal Revenue Service involving any Company item and the progress of any such proceeding. Such notice shall be in compliance with such regulations as are issued by the Internal Revenue Service.

The Tax Matters Member shall have all the powers provided to a tax matters partner in Sections 6221 through 6233 of the Code, including the specific power to extend the statute of

limitations with respect to any matter which is attributable to any Company item or affecting any item pending before the Internal Revenue Service and to select the forum to litigate any tax issue or liability arising from Company items.

The Tax Matters Member shall be the Member designated as such on Exhibit A. The Tax Matters Member may resign his position by giving thirty (30) days written notice to all Members, whereupon the Members shall designate a new Tax Matters Member.

The Tax Matters Member shall be entitled to reimbursement for any and all reasonable expenses incurred with respect to any administrative and/or judicial proceedings affecting the Company.

ARTICLE V MEMBERSHIP INTERESTS

The (a) (i) identity of all of the Members and the Membership Interests held by each, and (ii) the identity of all persons or entities bound by a contribution agreement or the owner of a contribution allowance agreement and the Membership Interest that will be acquired upon the satisfaction of the terms of such agreements, and (b) the amount of cash and a description and statement of the agreed value of any other Property or services contributed for each Membership Interest, or the amount and value of any contributions which any Member or potential Member has agreed to contribute and the time or times or events on the happening of which such contributions will be made pursuant to any contribution agreement or contribution allowance agreement, are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein, which shall be promptly amended as necessary, under the Act, to reflect any changes in such information.

ARTICLE VI CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 6.1 Initial Contributions. Each Member has made, or shall make, the initial Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A. If no time for contribution is specified, such initial Capital Contributions shall be made upon the filing of the Articles of Organization with the Secretary of State.

Section 6.2 No Interest on or Demand for Return of Contributions. No Member shall be entitled to receive any interest on his or its Capital Contributions or Capital Account balance, or to have the right to demand the return of his or its contribution to the capital of the Company. No Member shall have the right to demand receipt of Property other than cash in return for such Member's Capital Contribution.

Section 6.3 Contribution Allowance Agreement. The amount and value of any contributions which any Member or potential Member has the right pursuant to a contribution allowance agreement to contribute and the time or times at which (or events on the happening of which) such contribution must be made or the right lapses are as set forth in Exhibit A.

Section 6.4 Additional Funds and Adjustments.

(a) Call for Funds. The Members recognize that the Company may require additional funds to pay the costs of conducting its business and operating its properties. If, in the judgment of at least 51% in interest of the Members, additional capital funds are required to pay such costs, the additional funds shall be called for by the Company (the "Call for Funds") and shall be contributed by the Members in proportion to their Percentage Interests. As used above, the term "costs" shall include, without limitation: principal and interest payments on Company loans, whether or not secured by mortgages on Company properties; additional capital investments; costs of construction, development and maintenance of improvements; insurance premiums; and real estate or other taxes, assessments, and other governmental charges.

(b) Default by Members. In the event a Member is unable or unwilling to make any or all of his proportionate contribution upon a Call for Funds (the "Defaulting Member"), upon notice to such Defaulting Member from the Company of such default and the lapse of thirty (30) days from the date of such notice without the Defaulting Member curing the default, then, in addition to such other rights and remedies as may otherwise be available to the Company or the nondefaulting Member(s), the nondefaulting Member(s) may, at his/their election (exercisable at any time subsequent to thirty (30) days from the date of the aforescribed notice), do one (or none) of the following:

(i) The nondefaulting Member(s) may acquire the entire interest of the Defaulting Member in the Company in exchange for (A) the assumption by the nondefaulting Member(s) of the defaulted obligation of the Defaulting Member, and all further obligation of the Defaulting Member to contribute to the Company, and (B) the payment to the Defaulting Member of the value of such Defaulting Member's Capital Contribution to the Company (as reflected in the Company's records) less the defaulted obligation(s) of the Defaulting Member assumed hereunder or previously advanced pursuant to paragraph (ii) hereof and less the cumulative amount of money and value of any Property (other than

money) distributed to such Member pursuant to Section 8.1 hereof as of such date (as reflected in the Company's records), such payment to be made in cash within thirty (30) days after the election of the nondefaulting Members to acquire the interest of the Defaulting Member hereunder.

(ii) The nondefaulting Member(s) may advance to the Company the funds required of the Defaulting Member pursuant to the Call for Funds as a personal loan by the nondefaulting Member(s) to the Defaulting Member. Such loan shall bear interest at a rate equal to prime plus 8%; prime being that rate shown in *The Wall Street Journal* in its monies section. In such event, all distributions or other payments from the Company which would otherwise be distributed to the Defaulting Member shall be distributed first in order to reduce interest and then principal under such loan. If such loan is not repaid, together with all accrued interest thereon, within six (6) months of the date such funds are advanced by the nondefaulting Member(s) for the benefit of the Defaulting Member, then the nondefaulting Member(s) shall have the option to acquire the entire interest of the Defaulting Member in the Company upon giving five (5) days' written notice to that effect to the Defaulting Member. This option shall exist until such time as (A) the Defaulting Member is no longer in default as provided in this Section 6.4(b) and (B) all loans advanced by the nondefaulting Member(s) are paid in full together with all interest accrued thereon. The consideration for such purchase and the payment terms shall be as provided in paragraph (i) above.

(iii) The nondefaulting Member(s) may make a contribution in excess of his/their Percentage Interest(s), in which event the Percentage Interest of the Defaulting Member in Company capital, profits, losses and all other attributes shall be reduced to that portion which the Capital Account balance of the Defaulting Member, including any Call for Funds paid by such Defaulting Member, bears to the aggregate of all Capital Account balances, including Calls for Funds paid by all Members to the Company. The Capital Account balances of the Members shall, for this purpose, include any adjustment to the Capital Accounts following a revaluation of partnership property as required by Section 7.4 hereof.

(c) Restricted Authority. During any period in which a Member is a Defaulting Member, such Member shall not have the authority to act on behalf of the Company and all management powers of the Company shall be vested in the nondefaulting Member(s).

ARTICLE VII ALLOCATIONS

Section 7.1 Net Profits. After giving effect to the special allocations set forth in Sections 7.4 and 7.5 hereof, Net Profits for any Fiscal Year shall be allocated among the Members in accordance with their Percentage Interests.

Section 7.2 Net Losses. After giving effect to the special allocations set forth in Sections 7.4 and 7.5 hereof, Net Losses for any Fiscal Year shall be allocated among the Members in accordance with their Percentage Interests.

Section 7.3 Other Allocation Rules.

(a) In the event additional Members are admitted to the Company on different dates during any Fiscal Year, the Net Profits (or Net Losses) allocated to the Members for each such Fiscal Year shall be allocated among the Members in proportion to the relative Capital Accounts each holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Chief Manager.

(b) For purposes of determining the Net Profits, Net Losses or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Chief Manager using any permissible method under Code Section 706 and the Regulations thereunder.

Section 7.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Chief Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any person's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

Section 7.5 Distributions and Allocations in Respect to Transferred Interest. If any

interest in the Company is sold, assigned, or transferred during any Fiscal Year in compliance with the provisions of this Agreement, Net Profits, Net Losses, each item thereof, and all other items attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Chief Manager.

ARTICLE VIII DISTRIBUTIONS

Section 8.1 Net Cash Flow. Except as otherwise provided in Section 14.3 hereof, Net Cash Flow, if any, shall be at such time(s) as the Members may determine in accordance with the Percentage Interests of Members.

Section 8.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article VIII for all purposes under this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations, to the Member and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law, and shall allocate any such amounts to the Member with respect to which such amount was withheld.

ARTICLE IX MEMBERS

Section 9.1 Special Meetings. Unless otherwise provided in the Articles, Special Meetings of the Members may be called by, the Secretary, the Chief Manager or Members holding, in the aggregate, not less than 51% of the Governance Interests by signing, dating, and delivering to the Secretary written demand for the meeting describing the purpose or purposes for which it is to be held; provided, further, that any Member or group of Members shall [not] be entitled to call a meeting as set forth above to propose or consider an amendment to the Articles in accordance with T.C.A. § 48-249-405. Special Meetings may be held in or out of the State of Tennessee at such place as the demanding party or parties may designate, or, in the absence of such designation, at the Company's principal office; provided, that a meeting called by a Member must be held in the county where the Company's principal executive office is located.

Section 9.2 Notice of Meetings. Written notice of the date, time, and place of each meeting and, in the case of a Special Meeting, a statement of the purpose or purposes of the meeting, shall be given to each Member entitled to notice of such meeting not less than ten (10) days nor more than two (2) months before the meeting date; provided, however, that notice of a special meeting shall in any event be given within seven (7) days after the date that written demand(s) for such meeting by any Member is delivered to the Secretary. Unless otherwise required under the Act, the Company shall give notice only to Members entitled to vote at the meeting. Notice shall be in writing and shall be communicated by mail or private carrier. If mailed, written notice by the Company to the Members, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members. If not mailed, written notice, if in a comprehensible form, shall be effective when received. If a meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the time of adjournment. However, if a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are Members as of the new record date.

Section 9.3 Actions Without a Meeting.

(a) Unless the Articles provide otherwise, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting. Any action taken pursuant to Sections (b) or (c) hereof, shall have the effect of a meeting and vote and may be described as such in any document. Any requirement under the Act or this Agreement for action at a meeting will be satisfied by an action taken in accordance with Sections (b) and/or (c) hereof. If any provision of the Act, the Articles or this Agreement requires that notice of proposed action be given to nonvoting Members and the action is to be taken by voting Members pursuant to Sections (b) or (c) hereof, then the Company must give its nonvoting Members written notice of the proposed action at least ten (10) days before action on written consent is taken or at the same time notice is given to Members under Section (c) hereof. The notice must contain or be accompanied by the same material that would have been required to be sent to nonvoting Members in a notice of meeting at which the proposed action would have been submitted to the Members for action.

(b) To take action on written consent, a written waiver of acting at a meeting must be signed by a majority in voting power of the Members, and a written consent must be signed by Members who own Membership Interests with voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all Members are

present. The action must be evidenced by one (1) or more instruments evidencing the waiver and consent, which shall be delivered to the Secretary for inclusion in the records of the Company. All such instruments may be signed in counterparts. If not otherwise determined under Section 9.5 of this Agreement or the Act, the record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent.

(c) Except with respect to dissolution avoidance consent, the Chief Manager may, acting on his own initiative, make a proposal to the Members to take an action without a meeting. All Members entitled to vote shall be given written notice of such proposal. Such notice shall require a written response within a specified time but not less than thirty (30) days from the effective date of the notice and shall contain the recommendation of the Chief Manager. The failure of a Member to respond within the time specified in the notice shall constitute a vote in favor of the recommendation of the Chief Manager. The notice shall contain a statement concerning the voting effect of the failure of a Member to timely respond to the proposal. Except as provided in the last sentence of this section, if the voting power of the Members responding in favor of the recommendation as to the proposal, combined with the voting power of the Members failing to respond, is equal to the voting power that would be required to take the same action at a meeting of the Members at which all Members are present, then such proposal shall become the action of the Members of the Company effective as of the expiration of the notice period. Notwithstanding the above, if Members with twenty percent (20%) of the aggregate voting power of the Company or the class, series, or group of the Members entitled to vote on the specific matter, notify the Secretary in writing within fifteen (15) days of the giving of the notice, that a meeting should be called to consider one (1) or more of the matters on which the Chief Manager has made recommendation, the vote may not be taken as provided in this section but a meeting of the Members shall be called to consider and to take action on such matter.

Section 9.4 Waiver of Notice. A Member may waive any notice required by the Articles, this Agreement or the Act. A waiver of notice by a Member entitled thereto is effective, whether given before or after the meeting or other balloting, if the notice is in writing. If a written waiver is given, the Secretary shall place such written waiver in the records of the Company. A Member's attendance at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting (or promptly upon his arrival) to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting. The Secretary shall note the objection in the minutes of the meeting.

Section 9.5 Fixing of Record Date. The Chief Manager may fix the record date for one (1) or more voting groups in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote, or to take any other action. (As used in this Agreement, "voting group" shall mean all Membership Interests of one (1) or more classes or series that under the Company's Articles or the provisions of the Act are entitled to vote and be counted together collectively on a matter at a meeting of Members.) However, a record date shall not be more than seventy (70) days before the meeting or action requiring a determination of Members. If not otherwise fixed hereunder, the record date for determining Members entitled to notice of and to vote at a special Members' meeting shall be the close of business on the business day before the first notice is delivered to Members, and the record date for determining Members entitled to demand a special meeting shall be the date the first Member signs the demand. A determination of Members entitled to notice of or vote at a Members' meeting shall be effective for any adjournment of the meeting unless the Chief Manager fixes a new record date, which he must do if the meeting is adjourned to a date more than four (4) months after the date fixed for the original meeting.

Section 9.6 Quorum. Except as otherwise provided in the Act, Members holding a majority of the voting power of Membership Interests entitled to vote at a meeting are a quorum for the transaction of business. Once a Membership Interest is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 9.7 Proxies. A Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy shall be effective when received by the Secretary or other officer or agent authorized to tabulate votes. An appointment shall be valid for eleven (11) months unless another period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The person to whom proxies may be given and the purpose of such proxies is limited in the same manner as voting agreements under T.C.A. § 48-226-101(b), as amended.

Section 9.8 Members' List for Meeting. After fixing a record date for a meeting, the

Secretary of the Company shall prepare an alphabetical list of the names of all Members who are entitled to vote at the meeting of the Members or to take such other action on the subject of the notice. The list shall be arranged by voting group, if applicable, (and within each voting group by class or series of Membership Interests) and show the address of and Membership Interest(s) held by each Member as reflected in the records of the Company. The Members' list must be available for inspection and copying by any Member, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Company's principal executive office or at a place identified in the meeting notice in the city where the meeting will be held.

Section 9.9 Voting Entitlement to Membership Interests. Unless the Articles provide otherwise, each outstanding Membership Interest, regardless of class, shall be entitled to exercise a percentage voting power equal to that Member's Percentage Interest on each matter voted on at a Members' meeting. Only Membership Interests shall be entitled to vote. However, absent special circumstances, Membership Interests of the Company shall not be entitled to vote if they are owned, indirectly or directly, by a subsidiary of the Company, and no such Membership Interests shall be counted in determining the number of outstanding Membership Interests of the Company at any given time for all purposes related to voting or the existence of a quorum. Redeemable Membership Interests shall not be entitled to vote after notice of redemption is mailed to the holders and a sum sufficient to redeem the Membership Interests has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the Membership Interests, and no such Membership Interests shall be counted in determining the total number of outstanding Membership Interests of the Company at any given time. Membership Interests standing in the name of another corporation or limited liability company, domestic or foreign, may be voted by such officer, agent, manager or proxy as the By-Laws or operating agreement of such corporation or limited liability company may prescribe or, in the absence of a By-Law or operating agreement provision, as the Board of Directors or Governors of such corporation or limited liability company may determine, as applicable. The Company may rely on the representation of such officer, agent, manager or proxy as to the authority unless such authority is questioned. Except where the Act requires a larger proportion, the Members shall take action by the affirmative vote of the Members holding a majority of the voting power present and entitled to vote on that item of business in a meeting in which a quorum is present.

Section 9.10 Discharge of Duties. A Member shall discharge his duties as a Member in good faith, in a manner the Member reasonably believes to be in the best interests of the Company, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. A Member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one (1) or more Managers or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented; legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the person's professional or expert competence; or a committee of the Members of which the Member is not a member, if the Member reasonably believes the committee merits confidence. A Member is not acting in good faith if the Member has knowledge concerning the matter in question that makes reliance otherwise permitted by this provision unwarranted. A Member shall not be liable for any action taken as a Member, or any failure to take action, if the Member has performed the duties of the position of Member in compliance with this provision.

ARTICLE X MANAGERS

Section 10.1 Powers. The day to day management and control of the Company, and its business and affairs, shall be conducted or exercised by, or under the direction and authority of, the Members. The Members shall have the rights, powers and duties which may be possessed by managers under the Act, and such other rights, powers and duties specified in this Agreement or designated by the Members, or which are necessary, advisable or convenient to the discharge of their duties under this Agreement.

Section 10.2 Election and Term. At any special meeting of the Members called for that purpose, the Members shall elect a Chief Manager and a Secretary and such other Managers as the Members may determine, who may include one or more vice presidents, a treasurer, a controller and one or more assistant treasurers, and assistant secretaries. Each Manager shall serve until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person, except the offices of Chief Manager and Secretary.

Section 10.3 Duties. The duties and powers of the Managers shall be as follows:

(a) Chief Manager. The Chief Manager shall be the chief executive officer of the Company, and, as such, shall be primarily responsible for the general management of the business of the Company and for implementing the policies and directives of the Members. The

Chief Manager shall have authority to make contracts on behalf of the Company in the ordinary course of the Company's business, upon approval by the Members, shall be responsible to effect all orders and resolutions of the Members, shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company except as otherwise delegated or provided by law, and shall perform such other duties as from time to time may be assigned by the Members.

(b) Vice Manager. The Vice Manager (or, if more than one, in the order designated by the Members) shall exercise the functions of the Chief Manager during the absence or disability of the Chief Manager and shall perform such other duties as may be assigned by the Chief Manager or the Members.

(c) Treasurer. The Treasurer shall be the chief financial officer of the Company, and, as such, shall have general supervision over the funds of the Company and the investment or deposit thereof, shall advise the Managers and the Members regarding the financial condition of the Company, and perform such other duties as may be assigned by the Chief Manager or the Members.

(d) Controller. The Controller shall be the chief accounting officer of the Company with general supervision over the accounting books and records of the Company. The Controller shall be responsible for maintaining proper internal controls over the assets of the Company and preparing accurate financial statements and perform such other duties as may be assigned by the Chief Manager or the Members.

(e) Secretary. The Secretary shall attend all meetings of the Members and shall prepare and maintain minutes or records of proceedings of all such meetings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, such notice as may be required of all meetings of the Members, shall authenticate and certify records and proceedings of the Company, shall keep accurate membership records for the Company, and shall perform such other duties as may be assigned by the Chief Manager or the Members.

Section 10.4 Standard of Conduct. Any Manager and Member shall discharge the duties of an office in good faith, in a manner the Manager reasonably believes to be in the best interest of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In discharging his duties, a Manager is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by one (1) or more Managers or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented; or legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the person's professional or expert competence. A Manager is not acting in good faith who has knowledge concerning the matter in question that makes reliance otherwise permitted by this provision unwarranted. A Manager shall not be liable for any action taken as a Manager, or any failure to take any action, if the Manager has performed the duties of the office in compliance with this provision.

Section 10.5 Compensation. The salaries and other compensation of the Managers shall be as determined by the Members from time to time.

Section 10.6 Removal. The Members may remove any Manager at any time, with or without cause, but no such removal shall affect the contract rights, if any, of the person so removed.

Section 10.7 Resignation. A Manager may resign at any time by delivering written notice to the Company. A resignation is effective without acceptance when the notice is delivered to the Company, unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Members may fill the pending vacancy before the effective date if it provides that the successor does not take office until the effective date. A Manager's resignation does not affect the Company's contract rights, if any, with the Manager.

ARTICLE XI INDEMNIFICATION

Subject to any limitations set forth in the Articles of the Company, the Company shall indemnify and advance expenses to each present and future Member or Manager of the Company (and, in either case, his heirs, estate, executors or administrators) to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Company may indemnify and advance expenses to any employee or agent of the Company who is not a Member or Manager (and his heirs, estate, executors or administrators) to the same extent as to a Member or Manager, if the Members determine that it is in the best interests of the Company to do so. The Company shall also have the power to contract with any individual Member, Manager, employee, or agent for whatever additional indemnification the Members shall deem appropriate.

ARTICLE XII

DISPOSITION OF MEMBERSHIP INTERESTS

Section 12.1 Disposition. No Member or Assignee may sell, assign, pledge, hypothecate, give, bequeath or otherwise transfer or dispose of (the foregoing are hereinafter collectively referred to as a "Transfer") all or a portion of the Member's or Assignee's Membership Interest unless such Transfer complies with the provisions of this Agreement and the Act, including without limitation the provisions of this Article XII. No Transfer of a Membership Interest may be made if such Transfer, alone or when combined with other transactions, would result in a termination of the Company within the meaning of §708 of the Code; without an opinion of counsel satisfactory to the Members that such Transfer is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws; unless and until the Company receives from the Assignee the information and agreements that the Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction; unless and until the Transfer is approved by, pursuant to the Articles, a Majority in Interest of the Members and parties to contribution agreements, in accordance with the voting power that would exist if such parties to contribution agreements were Members and exclusive of the voting power held by the Member seeking to make the Transfer (in the event of a Transfer of Governance Rights to a person or entity not already a Member of, or party to a contribution agreement with, the Company); and unless and until the Member or Assignee seeking to make the disposition has complied with the buy-sell provisions set forth in Section 12.2. No Member or Assignee may Transfer less than all of such party's Membership Interest.

Section 12.2 Right of First Refusal.

(a) If a Member (the "Transferring Member") desires to Transfer [all but not less than all] [all or any portion] of his Membership Interest (the "Option Interest") to any person (the "Offeree"), the Transferring Member shall give notice ("Transfer Notice") to the Company and the other Members ("Other Members") of his desire to Transfer such Option Interest. The Transfer Notice shall, in addition to stating the desire to Transfer such Option Interest, state: (i) the name and address of the Offeree and (ii) the provisions and conditions of the proposed Transfer, including but not limited to the proposed Transfer price of the Option Interest, if any, and the provisions for payment for the Option Interest. For purposes of this Agreement, any provisions for payment requiring non-cash or non-note consideration and any security therefore and any ancillary agreement shall be null, void and of no effect. Upon receipt of the Transfer Notice, the Company shall have an option, in its discretion, to purchase all of the Option Interest owned by the Transferring Member at the Transfer Option Price as defined in Section 12.2(d) and on the same payment terms set forth in the Transfer Notice (expressly excluding any provisions and conditions relating to non-cash or non-note consideration for the Option Interest and any security therefore).

(b) In the event that the Company desires to purchase all of the Option Interest owned by the Transferring Member, then the Company may exercise its option by giving written notice ("Company Purchase Notice") thereof to the Other Members and the Transferring Member at any time within thirty (30) days following the receipt of the Transfer Notice. The Transferring Member shall not vote regarding any determination by the Company concerning the exercise of the Company's option, and such determination shall be made by those Members holding a Majority in Interest of all Membership Interests excluding the Membership Interest held by the Transferring Member. If the Company exercises its option to purchase such Option Interest, then the Transferring Member shall sell and the Company shall purchase such Option Interest at the Transfer Option Price, and otherwise pursuant to the provisions set forth in Section 12.2 and Section 12.5 of this Agreement.

(c) In the event the Company fails or determines not to exercise its option set forth herein within the time allowed, it shall deliver written notice of the same to all the Other Members within said thirty-day period and the Other Members shall then have the right and option to purchase all, but not less than all, of the Option Interest as hereinafter set forth:

(i) Each of the Other Members shall have the right and option (subject to the provisions of Section 12.2(d), for a period of fifteen days after delivery of such notice, to purchase his proportionate share (but not less than his proportionate share) of the Option Interest (assuming all Other Members will purchase such Option Interest) upon the terms and at the purchase price per share stated in the Transfer Notice. Such acceptance shall be made by delivering a written notice of acceptance ("Member Purchase Notice") to the Transferring Member and the Company within the fifteen-day period. For purposes of this Section 12.2(c), an Other Member's "proportionate share" shall equal a fraction, the numerator of which is such Other Member's Percentage Interest, and the denominator of which is the aggregate Percentage Interests of all the Other Member.

(ii) If one or more Other Members declines to purchase his proportionate share of the Option Interest, the Company shall deliver written notice to the remaining Other Members of the amount of Option Interest remaining available to be purchased and ...

remaining Other Members shall have fifteen days following delivery of the Company's notice within which to purchase all, but not less than all, of the remaining available Option Interest by delivering their Member Purchase Notices as to their proportionate shares (or such other amounts as all the Other Members may agree upon) of such remaining available Option Interest (treating declining Other Members as Transferring Members for purposes of determining proportionate shares). A Member may decline to purchase under this Section 12(c)(ii) without prejudice to such Member's right to purchase under Section 12(c)(i) hereof.

(d) In the event that the Company and Other Members fail or determine not to exercise their option set forth herein to purchase all, but not less than all, of the Option Interest within the time periods allowed, then at any time within thirty (30) days after expiration of the last such time period permitted herein for delivery of a Company Purchase Notice or Member Purchase Notice, as appropriate, the Transferring Member may Transfer the Option Interest described in the Transfer Notice to the Offeree upon the precise terms and conditions contained in the Transfer Notice. If such Transfer to the Offeree is not effected within said thirty (30) day period, or if the provisions of the proposed Transfer as described in the Transfer Notice are changed in any respect, then such Transfer shall be null, void and of no effect, and the Transfer of the Option Interest described in the Transfer Notice shall continue to be subject to the Transfer restrictions contained in this Agreement and may not be Transferred without again first being offered to the Company and Other Members pursuant to the provisions of this Section 12.2.

(e) The Transfer Option Price of Option Interest proposed to be Transferred to an Offeree shall be equal to the Transfer price as set forth in the bona fide offer of the Offeree (after adjustment by excluding any non-cash or non-note consideration).

Section 12.3 Certain Transferees. Subject to Section(s) 12.6, a Member may, without complying with the provisions of Section 12.2, Transfer all or any portion of his Membership Interest to another Member, or Transfer all or any portion of his Financial Rights to a Permitted Transferee.

Section 12.4 Involuntary Transfers. Subject to Section(s) 12.6, upon the incapacity of a Member, his Membership Interest shall pass to his executor, administrator, guardian, conservator, trustee or other legal representative ("Representative"), as the case may be. The Representative shall have the same power and ability the incapacitated Member possessed under this Agreement to transfer such Member's Membership Interest.

Section 12.5 Closing. Any purchase and sale to be effected hereunder shall be closed in accordance with the following procedures:

(a) The date of closing shall be specified in the Company Purchase Notice (or as otherwise mutually agreed upon by the Other Members and Transferring Member, for Transfers pursuant to Section 12.2(c)) and shall be a regular banking business day not less than thirty (30) nor more than ninety (90) days after the giving of the Company Purchase Notice or the last Member Purchase Notice, as applicable, and (b) the place of closing shall be the offices of the Company, unless the Company or Other Members, as applicable, and the Transferring Member shall mutually agree to another place of closing.

(b) On the date of closing, (i) such documents as may reasonably be deemed necessary by the attorneys for the Company or Other Members, as applicable, to Transfer the Option Interest being Transferred shall be delivered to the Company or Other Members, as applicable, (ii) the Company or Other Members, as applicable, shall deliver as payment to the seller its or their cashier's check(s) or promissory note(s), as the case may be, in an amount equal to the price of the Option Interest being Transferred.

Section 12.6 Miscellaneous.

(a) In the event of any Transfer of all or any portion of a Member's Membership Interest pursuant to the provisions of this Agreement, and as a condition to recognizing one or more of the effectiveness and binding nature of any such transfer, the Chief Manager may require the Transferring Member and the proposed Transferee Member to execute, acknowledge and deliver to the Company such instruments of transfer, assignment, and assumption and such other certificates, representations, and documents, and to perform all the other acts that the Company may deem necessary or desirable to:

(i) Preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized, or does business:

(ii) Maintain the status of the Company as a partnership for federal tax purposes; and

(iii) Assure compliance with any applicable state and federal laws including securities laws and regulations.

(b) Anything to the contrary herein notwithstanding, if the Company is to purchase

the Membership Interest of any Member pursuant to the provisions of this Agreement, the Company may assign its obligations to so purchase to another person or entity of its choice; provided, however, Company shall remain liable as a guarantor or otherwise with respect to the purchase price due such Member for his Membership Interest. Any decision to make such assignment shall be made by those Members holding a Majority in Interest of the Membership Interests, excluding the Membership Interest of the Member whose Membership Interest is being purchased.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 13.1 Rights of Assignees. The Assignee of all or any portion of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Membership Interest, to the extent assigned.

Section 13.2 Admission of New Members. An Assignee of a Membership Interest shall be admitted as a new Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of a Majority in Interest of the other Members and parties to contribution agreements (treating parties to contribution agreements as if they were Members). The Members and parties to contribution agreements may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substituted Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that may have existed prior to the approval.

Section 13.3 Admission of Additional Members. A Majority in Interest of Members must approve the admission of additional Members and determine the Membership Interests and Capital Contributions of such Members.

ARTICLE XIV

DISSOLUTION AND WINDING UP

Section 14.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) the expiration of the Term, unless the business of the Company is continued with the consent of a Majority in Interest of the Members;

(b) by affirmative vote of a Majority in Interest of the Members entitled to vote;

(c) the occurrence of any event set forth below that terminates the continued membership of a Member pursuant to the Act, unless there are at least two (2) remaining Members and the existence and business of the Company is continued by the consent of not less than a Majority in Interest of the Members if so provided in the Articles within 90 days after such termination:

- (i) Death of any Member;
 - (ii) Retirement of any Member;
 - (iii) Resignation or other withdrawal of any Member;
 - (iv) Expulsion (if permitted by the Articles) of any Member;
 - (v) Insanity of any Member;
 - (vi) Bankruptcy of any Member;
 - (vii) Dissolution of any Member;
 - (viii) Acquisition of a Member's complete Membership Interest by the Company;
 - (ix) Assignment of all a Member's Governance Rights;
 - (x) A merger in which the Company is not the surviving organization or
 - (xi) Any other manner agreed to by the Member.
- (d) as otherwise may be required by law.

Section 14.2 Effect and Notice of Dissolution. If dissolution occurs pursuant to Section 14.1(a), (b), or (c), the Company shall deliver a notice of dissolution to the Secretary of State for filing, in accordance with the Act. Upon dissolution, the Company shall cease carrying on the Company business, except insofar as may be necessary for the winding up of its business, but the Company is not terminated, and continues until the winding up of the affairs of the Company is

completed and articles of termination have been accepted by the Secretary of State for filing.

Section 14.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

(a) to creditors, including Members who are creditors, to the extent and in the order permitted by law, in satisfaction of the Company's liabilities; and

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Board of Governors.

Section 14.4 Winding Up and Articles of Termination. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State for filing. The articles of termination shall set forth the information required by the Act.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.1 Entire Agreement. This Agreement represents the entire agreement among all the Members and between the Members and the Company.

Section 15.2 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Tennessee Uniform Partnership Act or the Tennessee Revised Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 15.3 Rights of Creditors and Third Parties. The Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hand and seals on the date set forth beside our names.

MEMBERS

Dated: 2/26/2020

Dated: 2/26/2020



EXHIBIT A

MEMBERS - Sammy Jones

James P. Lee

MEMBERS' AMOUNT OF CASH / AGREED VALUE OF SERVICES -



Sammy Jones - \$500.00

James P. Lee - \$500.00

TAX MATTERS - Sammy Jones

PERCENTAGE - Sammy Jones 51%

James P. Lee 49%

2f

Agreement to Assign Interest of Member in Meadowlake Airpark LLC.
Registration of James P. Lee as Member, and Admission of Angela Jones as Member

This agreement was made by and between Angela K. Jones, an individual ("Angela Jones"), Sammy L. Jones, an individual ("Sammy Jones"), James P. Lee, an individual ("James Lee"), and Meadowlake Airpark LLC, a limited liability company organized under the laws of the state of Tennessee, with its principal office located at 155 Harbour Place, Lenoir City, TN 37772 ("the Company").

WHEREAS, Sammy Jones and James Lee are the two members of the Company; and

WHEREAS, the parties wish to establish the terms and conditions upon which James P. Lee's interest in the Company is to be assigned to Angela Jones, and he shall cease to be a member of the Company,

WHEREAS, Angela Jones is a permitted transferee and she shall be admitted as a new member and shall be assigned all the rights of the resigning member James Lee.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payments Made to James P. Lee for Assignment of Interest:

In exchange for the assignment of his interest Angela Jones has made a cash payment to James P. Lee and (ii) the Company has conveyed to James P. Lee, free and clear of all claims and encumbrances, certain personal property agreed to by the parties. This agreement shall constitute a bill of sale as to these items. By signing this agreement, James P. Lee acknowledges that he has no past, present or future claim to any assets or distributions from the Company.

2. Amendment to Operating Agreement.

Contemporaneous with the transactions contemplated in Section 1, above, the Operating Agreement of the Company shall be deemed amended and restated as follows: (i) all references therein to James P. Lee as a member shall be deleted; (ii) James P. Lee's membership interest in the Company shall be reduced to zero; and (iii) James P. Lee's capital account and current capital contribution shall be deemed to be zero.

3. Covenants of James P. Lee.

James P. Lee agrees that from the date of this Agreement forward he will make no representation or statement to any third party to the effect that he continues to be a member of the Company, nor will he take any action which purports to bind the Company. In addition, as reasonably requested by the Company from time to time, James P. Lee will confirm to third parties

 AKJ

that as of the date of this Agreement his interest in the Company has been terminated and he shall agree to execute any other documents necessary to evidence this assignment.

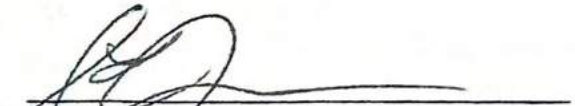
4. Integration Clause: Oral Modification.

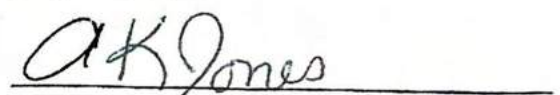
This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly provided for here or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

5. Company to Continue Without Dissolution

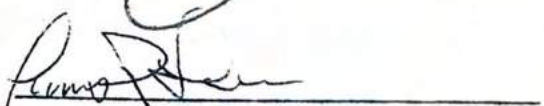
The remaining Members of the Company agree that neither this transaction nor the assignment effected hereby shall constitute a dissolution of the Company, but instead the Company shall continue hereafter in accordance with Article XIV by the consent of the Members.

WITNESS our signatures on this 1 day of Jan, 2024.


Meadowlake Airpark, LLC, by
Sammy Jones


Angela K. Jones


Sammy L. Jones


James P. Lee

Attachment B

Phase 1 Property Warranty Deed

This Instrument Prepared by:

TITLE ONE, INC.
920 Gallaher Rd., Suite B
Kingston, TN 37763

New Owner/Taxpayer Name & Address:

Meadowlake Airpark, LLC.
c/o Sammy L. Jones
155 Harbour Place
Lenoir City, TN 37772

BK/PG: 1983/444-446

24007335

3 PGS: AL-WARRANTY DEED	
PARIS BATCH: 202153	
10/23/2024 - 09:40 AM	
VALUE	115000.00
MORTGAGE TAX	0.00
TRANSFER TAX	425.50
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	443.50

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
REGISTER OF DEEDS

WARRANTY DEED

THIS INDENTURE, made this 14th day of October, 2024, by and between **ROBERT S. QUEENER and wife, APRIL A. QUEENER**, citizens and residents of the State of Tennessee (hereinafter referred to as "GRANTOR"), and **MEADOWLAKE AIRPARK, LLC. a Tennessee Limited Liability Company**, (hereinafter referred to as "GRANTEE").

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR has granted, sold and conveyed and does hereby grant, sell, and convey unto the GRANTEE the following described premises:

LYING and BEING in the Fourth (4th) Civil District of Roane County, Tennessee, and being all of Lot Number 35R, of Meadowlake Airpark Expansion, according to the plat of record in Plat Book H, Page 347, in the Register's Office for Roane County, Tennessee.

SUBJECT to a Reservation of a 35 foot wide permanent easement for Right-of-Way, as described in Deed Book W-9, Page 226, in the Register's Office for Roane County, Tennessee.

BEING A PORTION of the same property conveyed to Robert S. Queener and wife, April A. Queener by Warranty Deed from Mary G. Morton, a widow, dated June 30, 2016, and recorded June 30, 2016, in Deed Book 1575, Page 515, in the Register's Office for Roane County, Tennessee.

Tax ID: 078-PART OF 078.00

TO HAVE AND TO HOLD said premises together with the hereditaments and appurtenances thereto appertaining, unto the GRANTEE, his heirs and assigns, in fee simple forever, hereby releasing all claims to said property, including homestead and dower. AND THE GRANTOR does hereby covenant with the GRANTEE that she is lawfully seized in fee simple of the premises above conveyed, has full power, right of authority to convey same, that said premises are free from all encumbrances, except as hereinabove stated, and that she will forever warrant and defend him and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set hands on the day and year first above written.

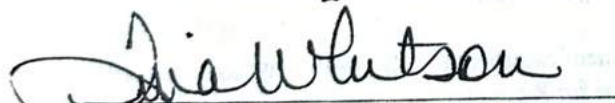

Robert S. Queener


April A. Queener

STATE OF TENNESSEE
COUNTY OF Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, Robert S. Queener and April A. Queener, the within named bargainer, with whom I am personally acquainted, or who has presented sufficient identification, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Official Seal at Office this the 14th day of October, 2024.


NOTARY PUBLIC
My Commission Expires: 6/13/28

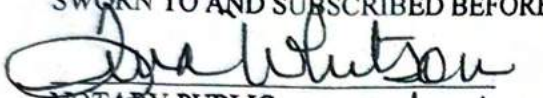


STATE OF TENNESSEE
COUNTY OF Roane

I, or we, hereby swear of affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$115,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.


AFFIANT

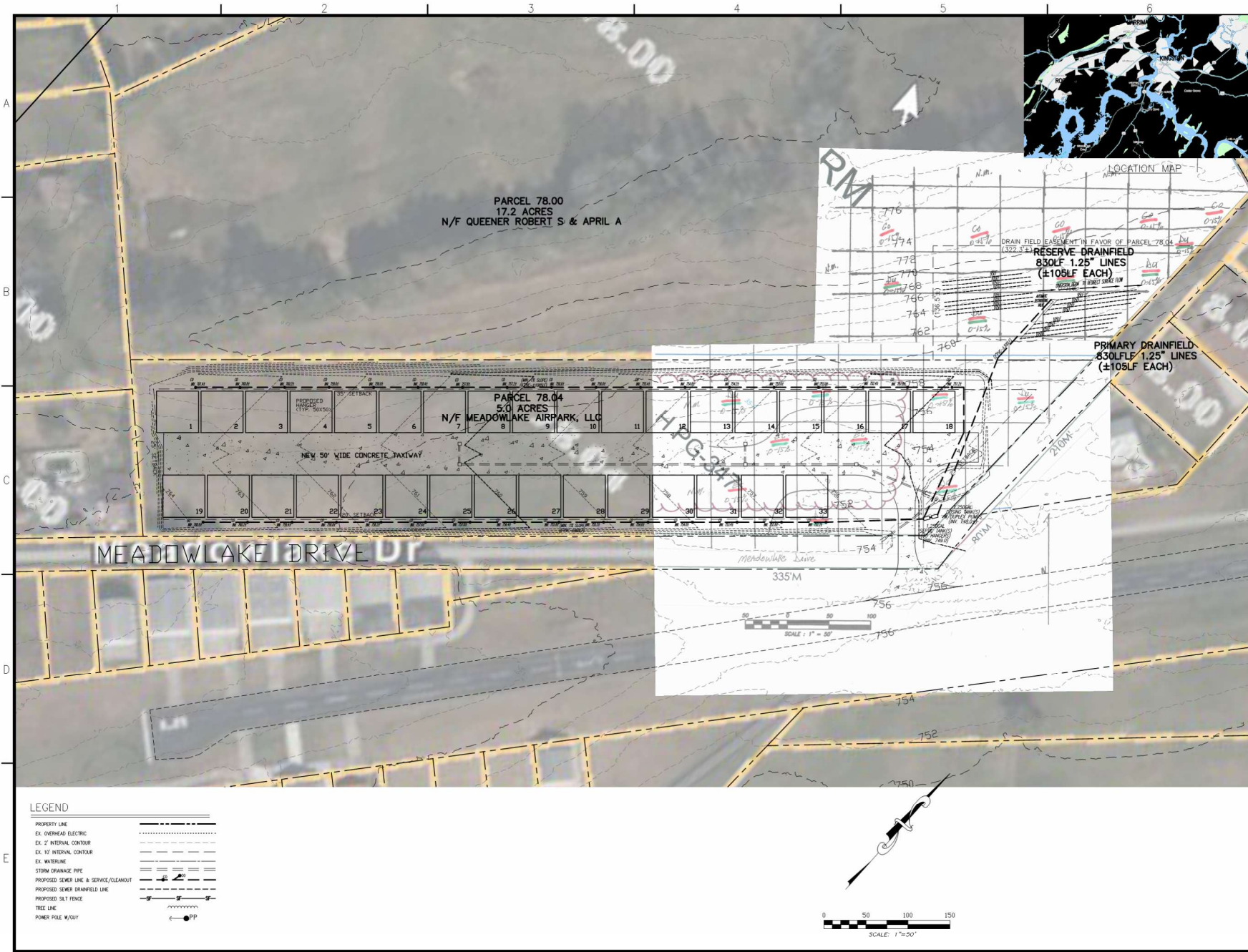
SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF OCTOBER, 2024.


NOTARY PUBLIC
My commission expires: 6/13/25



Attachment C

Phase 1 Development Plan



- NOTES**
- ENGINEER: BRYAN W. MILLS, P.E. NO. 108096
FLAG, LLC
8609 DALLAS DRIVE
KNOXVILLE, TN 37923
PH: (865) 696-8053
 - CLIENT: MEADOWLAKE AIRPARK, LLC
C/O SAMMY & ANGE JONES
155 HARBOUR PLACE
LENDING CITY, TN 37772
PH: (865) 621-5623
 - CONTRACTOR TO LOCATE & VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO STARTING NEW WORK. CONTRACTOR TO CALL TENNESSEE ONE CALL AT 1-800-351-1111 THREE DAYS BEFORE EXCAVATION BEGINS.
 - THIS PROPERTY IS DESIGNATED BY FEMA AS BEING WITHIN ZONE "X" - AREAS TO BE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD, REFERENCE FROM COMMUNITY PANELS 47450C-0210G; EFFECTIVE DATES: NOVEMBER 16, 2009.
 - PROPOSED HANGER LAYOUT AND GRADING PROVIDED TO FLAG FROM OWNERS & EXISTING CONTOURS FORM IN LEAD DATA. FLAG TO PROVIDE SEWER COLLECTION AND DRAIN FIELD LAYOUT AND DESIGN FOR 33 NEW HANGER WITH ONE TOILET AND SINK IN EACH HANGER. PLACE.
 - SEPTIC TANK TO HAVE MINIMUM CAPACITY OF 1,200 GALLONS.
 - MINIMUM SLOPE ON SEWER COLLECTION LINES TO BE 1% AND HAVE A MINIMUM COVER OF 18".

- DRAIN FIELD NOTES:**
- DRAIN FIELD SHALL COMPLY WITH STATE OF TENNESSEE "REGULATIONS TO GOVERN SUBSURFACE SEWAGE DISPOSAL SYSTEMS" CHAPTER 0400-48-01.
 - TRENCHES SHALL NOT BE EXCAVATED WHEN THE SOIL IS WET ENOUGH TO SMEAR OR COMPACT EASILY.
 - FILL FOR TRENCHES SHALL COME FROM SOIL EXCAVATED FROM THE TRENCH AND SHALL BE LEFT MOUNDING OVER THE TRENCHES UNTIL INITIAL SETTLING HAS TAKEN PLACE.
 - THE MAXIMUM DEPTH OF TRENCH SHALL BE 18".
 - THE TRENCH BOTTOM OF EACH LATERAL SHALL BE AT THE SAME ELEVATION THROUGHOUT THAT LATERAL, OR ON CONTOURS.
 - THE NEW DRAIN FIELD AREA IS BELIEVED TO BE ESSENTIALLY IN UNDISTURBED SOIL. SOME ROCK MAY BE ENCOUNTERED.

FLAG6, LLC
ENGINEERING DESIGN
KNOXVILLE, TENNESSEE

PARCELS 78.04 & 78.00 CTRL MAP 078
MEADOWLAKE DR., KINGSTON, TN 37763
ROANE CO., TENNESSEE

**SITE UTILITY PLAN
MEADOWLAKE AIRPORT HANGERS**

Issue	drawn by	checked by	date	approval
original	BWM	BWM	02/03/26	BWM

BASE DWG: 25504.0
file dwg no. field book no. job no.

C-1

drawing number

- LEGEND**
- PROPERTY LINE
 - EX. OVERHEAD ELECTRIC
 - EX. 2' INTERVAL CONTOUR
 - EX. 10' INTERVAL CONTOUR
 - EX. WATERLINE
 - STORM DRAINAGE PIPE
 - PROPOSED SEWER LINE & SERVICE/CLEANOUT
 - PROPOSED SEWER DRAINFIELD LINE
 - PROPOSED SALT FENCE
 - TREE LINE
 - POWER POLE W/SDY

Attachment D

Roane County Planning Commission 4/16/25 Meeting Minutes



Roane County Planning Commission

Minutes

April 16, 2025

7:00 PM

Members Present:

Vice Chairman Greg Ferguson, Glenda Johnson (late), Chip Dunn, Keri Cagle, Mike Kittrell, Michael Parkison, Randall Bibee, Chairman Allen Williams

Members Absent: James Watts, Randy Scarborough

Others Present: Planner Glen Cofer, Assistant Planner Brooke Mayes, Planning Staff Renee Crowe, County Executive Wade Creswell, David Graham, James Lee, Gary Hagan, Jason Siverling, and others

Approval:

Approval of the March 19, 2025 minutes.

Brooke Mayes left off Chip Dunn as being in attendance at the February 19, 2025 Roane County Planning Commission meeting, therefore we need a motion to accept that he was in attendance so he can be compensated.

Motion by Mike Parkison to **Approve** the amendment to February minutes

Seconded by Greg Ferguson

On a **Roll Call Vote** was Unanimous to **Approve**

Motion by Greg Ferguson to **Approve** the March 19, 2025 minutes

Seconded by Randall Bibee

On a **Roll Call Vote** was Unanimous to **Approve**

Public Comments: Liz with the Brownfield Grant spoke and told the Planning Commission they were looking to identify sites known for contamination for possible developers. She stated once the properties are identified there would be an opportunity for Roane County to apply for the Assessment Funding Grant that can help clean up the sites for development.

County Executive Wade Creswell spoke to the Planning Commission about his idea of restructuring the Zoning Office to separate Planning and Building and Codes. Mr. Creswell explained they would be posting the job to hire a new Building Official Director.

Old Business: None

Planner/Building Official Glen Cofer asked the Roane County Planning Commission to amend the agenda in order to talk about the changes needing to be made to the Roane County Zoning Ordinance.

Motion by Glenda Johnson to **Approve** to amend the agenda

Seconded by Randall Bibee

On a **Roll Call Vote** was Unanimous to **Approve**

New Business: (Two [2] Items)

1. Private Road Name:

David Graham & Robert Guetzloff, property owners of 822 Renfro Rd., Harriman, TN 37748, identified as Map: 036A Group: B Parcel: 001.00 and is zoned A2 (Developing Agricultural District) is requesting to name a Private Road after subdividing this property into more than 3 lots. Annette Stubbs with E911 has approved the road name "Bradys Way"

Motion by Greg Ferguson to **Approve** the recommendation to County Commission

Seconded by Randall Bibee

On a **Roll Call Vote** was Unanimous to **Approve**

2. Site Plan Approval:

Sammy & Angie Jones, owners of Meadowlake Airpark, LLC located at 153 Anglers Cove Rd., Kingston, TN 37763, identified as Map:078 Parcel: 078.04 and zoned C2 (Highway Commercial District) is requesting a site plan approval for Phase I of the expansion for the Airpark.

Building Official/ Planner Glen Cofer stated they were adding a 300' extension for Phase 1 development of the hangars. He also stated they would build 3 units per building with a firewall in between and then a step down before the next building starts. Randall Bibee asked if they needed to see the building dimensions and the lighting plan before they approve the site plan. Glen Cofer stated that would be something the Building and Codes office takes care of.

Michael Parkison confirmed that the gray area on the far right of the site plan was the detention pond. Keri Cagle was concerned about the addition in Phase 1 being a runway. James Lee and Building Official/ Planner Glen Cofer stated it would be a taxi way for the airplanes to get to their hangars not a runway

Motion by Chip Dunn to **Approve** Phase 1 of the Site Plan

Seconded by Glenda Johnson

On a **Roll Call Vote** was Unanimous to **Approve**

3. Amendments to the Zoning Ordinance:

- a) Building Official/Planner Glen Cofer recommended to amend A1 (Agricultural District) minimum lot size from 1 acre to 5 acres.

Motion by Glenda Johnson to **Approve** the amendment

Seconded by Randall Bibee

On a **Roll Call Vote** was Unanimous to **Approve**

- b) Building Official/Planner Glen Cofer recommended to amend A2 (Developing Agricultural District) minimum lot size from ½ acre to 1 acre. The Roane County Planning Commission questioned how much of the County was zoned agricultural. Building Official/Planner Glen Cofer stated over 80%. The Planning Commission suggested waiting to make any changes until they could see a map of the zoning in the County.

Motion by Greg Ferguson to withdraw the amendment to the agenda and bring it back at the May meeting

Seconded by Randall Bibee

On a **Roll Call Vote** was Unanimous to **Approve**

Attachment E
Sewer Easement Deed

OWNER AND TAX RESPONSIBILITY
Robert Queener and wife, April Queener
297 Walnut Grove Rd.
Kingston, TN 37763

THIS INSTRUMENT PREPARED BY:
FORD, NICHOLS & FRYE
501 Mulberry Street
Loudon, TN 37774
865-458-4301

EASEMENT DEED

THIS INDENTURE made this the 23rd day of February, 2026, by and between ROBERT S. QUEENER and wife, APRIL A. QUEENER party of the first part, and MEADOWLAKE AIRPARK, LLC, a Tennessee Limited Liability Company, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars (10.00) and other good and valuable consideration not recited herein, to him/her in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted to party of the second part, its successors, licensees and assigns, but without any warranty or covenants of title a DRAINFIELD EASEMENT across the following described premises, to-wit:

SITUATED in the Fourth (4th) Civil District of Roane County, Tennessee, and being a Proposed Drainfield Easement, known and designated as Tax Map 78 and part of Parcel 78.00 in the Property Assessor's Office for Roane County, Tennessee, and being a portion of Lot 31 of G.M. Hicks Farm as shown on plat of record in Plat Book 5 Page 44, Cabinet 3, Slide 168(1) in the Roane County Register of Deeds and more particularly described as follows:

Commencing at the northeastern intersection of Meadowlake Drive and Anglers Cove Road; thence along the western right-of-way of Meadowlake Drive North 48 deg. 14 min. 04 sec. East 1,254 feet to an existing iron pin; thence continuing with the western right-of-way of Meadowlake Drive North 01 deg. 53 min. 10 sec. East 289.89 feet to an existing iron pin; said pin being the point of BEGINNING; thence from said point of BEGINNING along the northwestern line of Meadowlake Airpark, LLC, South 48 deg. 14 min. 04 sec. West 192.08 feet to a point; thence along the remaining lines of Robert C. Queener and wife, April A. Queener the following two calls: North 41 deg. 45 min. 56 sec. West 136.50 feet to a point; thence North 48 deg. 14 min. 04 sec. East 322.30 feet to a point; thence along the western right-of-way of Meadowlake Drive, South 01 deg. 53 min. 10 sec. West 188.65 feet to an existing iron pin; said pin being the point of BEGINNING containing 35,013.59 square feet more or less.

BEING part of the same property conveyed to Robert S. Queener and wife, April A. Queener from Mary G. Morton, a widow by Warranty Deed dated June 30, 2016, of record in Deed Book 1575 Page 515 in the Register's Office for Roane County, Tennessee.

TO HAVE AND TO HOLD the said premises to the said Party of the second part, their heir and assigns forever as a proposed drainfield easement.

This conveyance is made to and accepted by Meadowlake Airpark, LLC without warranty of title either express or implied.

WHEREVER IN THIS INSTRUMENT A PRONOUN IS USED, IT SHALL BE CONSTRUED TO REPRESENT EITHER SINGULAR OR PLURAL, AS THE CASE MAY DEMAND.

THE PREPARER OF THIS INSTRUMENT HAS NOT CONDUCTED A TITLE EXAMINATION TO THE WITHIN DESCRIBED PROPERTY AND MAKES NO REPRESENTATION TO THE STATUS THEREOF.

IN WITNESS WHEREOF THE said parties of the first part has hereunto set their hand and seal this the 23rd day of February, 2026.

Robert S. Queener
ROBERT S. QUEENER

April A. Queener
APRIL A. QUEENER

STATE OF TENNESSEE)

COUNTY OF Monroe)

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, ROBERT S. QUEENER and wife, APRIL A. QUEENER the within named bargainors, with whom I am personally acquainted, or prove to be upon the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal on this 23 day of Feb, 2026.

NOTARY PUBLIC



James P. Lee

My Comm. Expires: 10/26/27

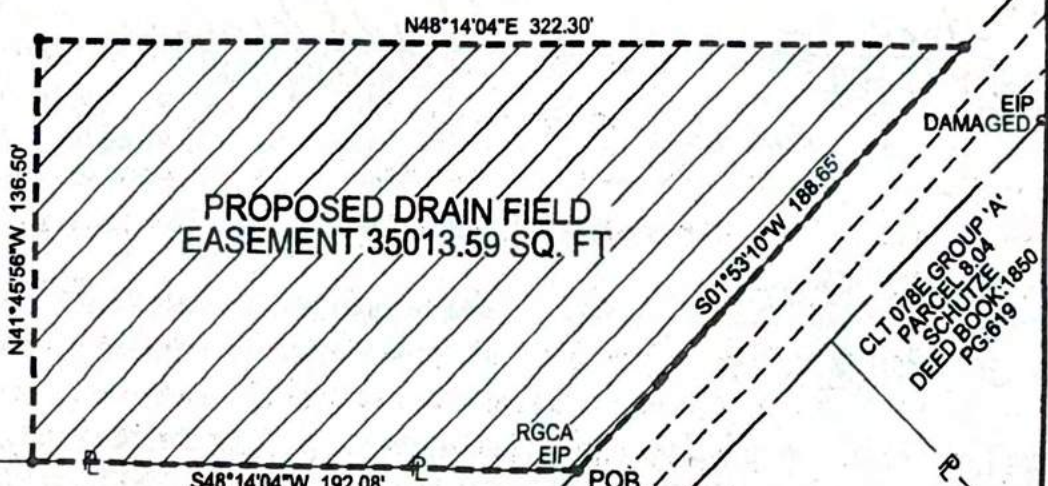
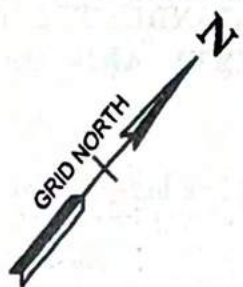
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, which ever is greater, is \$ _____, which amount equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT
Subscribed and sworn to before me this the ____ day of _____, 2026..

NOTARY PUBLIC
MY COMM. EXPIRES: _____

EXHIBIT "A"

CLT 078
 PARCEL 078
 QUEENER
 DEED BOOK: 1575 PG: 515



PROPOSED DRAIN FIELD
 EASEMENT 35013.59 SQ. FT

CLT 078E GROUP 'A'
 PARCEL 8.04
 SCHUTZE
 DEED BOOK: 1850
 PG: 619

CLT 078
 PARCEL 078.04
 MEADOWLAKE AIRPARK LLC
 DEED BOOK: 1983 PG: 444

CLT 078E GROUP 'A'
 PARCEL 8.00
 SCHUTZE
 DEED BOOK: 1894 PG: 107

CLT 078E GROUP 'A'
 PARCEL 8.03
 ALDRICH
 DEED BOOK: 1550 PG: 410

N48°14'04"E 1254' FROM THE NORTH EAST INTERSECTION
 OF MEADOWLAKE DR & ANGLERS COVE RD

TIE-LINE N01°53'10"E 289.89'
 MEADOWLAKE DRIVE

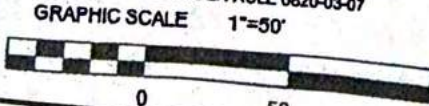
LEGEND

- EIP ○ EXISTING IRON PIN
- t — PROPERTY LINE
- — — ROW LINE
- - - - DRAIN FIELD EASEMENT

NOTES:
 1) THE PURPOSE OF THIS DRAWING IS TO SHOW THE
 PROPOSED DRAIN FIELD EASEMENT.



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF
 TCA 62-18-126 AND IS NOT A GENERAL PROPERTY
 SURVEY AS DEFINED UNDER RULE 0820-03-07



DRAIN FIELD EASEMENT FOR
 MEADOWLAKE AIRPARK

CLT MAP: 078 PARCEL: 078.00	DIST NO. FOUR ROANE CO., TN.	DEED BK: 1575 PG: 515 PLAT BK: 5 PG: 44
--------------------------------	---------------------------------	--

SURVEYED BY
 ROBERT G. CAMPBELL & ASSOC. L.P.
 DATE

L:\GENERAL\2024\24012\24012_Meadowlake Airport Phase Easement.dgn
 1/21/2028 8:07:35 AM
 8:07:35 AM



Sharon Brackett, Register

Roane County Tennessee

OFFICIAL ORIGINAL RECEIPT

Receipt Number: 212851
Receipt Date: 2/23/2026
Received By: PSandlin
Cash Drawer: DEEWRK4

Transaction Fee Detail

Instr #	Inst. Type/Rec. Date & Time	Recording Reference	# Pgs Recorded	Amount	Description	Amount
17905	EASEMENT 2/23/2026 1:35:00PM	RB 2038-1195 865 363 2058	2	\$13.18	Recording Fee	\$10.00
					EDP Fee	\$2.00
					Register's Fee	\$1.00
					Transfer tax on \$50.00 consideration	\$0.18
17906	RESTRICTIVE COVENANTS 2/23/2026 1:35:00PM	RB 2038-1197 865 363 2058	6	\$32.00	Recording Fee	\$30.00
					EDP Fee	\$2.00
AMOUNT DUE:						\$45.18

Payment Information

Type of Payment	Reference	Payor	Auth	Amount
Cash		QUEENER ROBERT		\$46.00
AMOUNT PAID:				\$46.00
CASH REFUND:				\$0.82

If Paid By Check, This Receipt Is Not Valid Until Check Is Paid By Bank And Documents Are Certified.

Attachment F

**Declaration of Restrictive Covenants for Meadowlake Airpark Airport
Improvement Phase 1**

Prepared by:
Sammy and Angie Jones
155 Harbour Place
Lenoir City, TN 37772

DECLARATION OF RESTRICTIVE COVENANTS

FOR

MEADOWLAKE AIRPARK

AIRPORT IMPROVEMENTS PHASE I

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 12th day of February, 2026.

WITNESSETH:

WHEREAS, MEADOWLAKE AIRPARK, LLC, (the "Developer") is the Developer/Owner of certain real property (the "Property") located in Roane County, Tennessee, conveyed to them by instruments of record in Warranty Deed Book 1983 p. 444 in the Office of the Register of Deeds for Roane County, Tennessee, shown on the plats for MEADOWLAKE AIRPARK, AIRPORT IMPROVEMENTS, Phase I recorded in Plat Cabinet J, Slide 24 in the Register's Office for Roane County, Tennessee, in the Register's Office for Roane County, Tennessee; and

WHEREAS, it is for the interest, benefit and advantage of the Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer and each and every subsequent owner of any of the Lots in the Subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Developer.

Roane County Tennessee, Sharon Brackett, Register
RECEIPT #: 212851 INSTRUMENT #: 17906

CONSIDERATION:	0.00	EDP FEE:	2.00
MORTGAGE TAX:	0.00	REGISTER FEE:	0.00
TRANSFER TAX:	0.00	OTHER FEES:	0.00
RECORDING FEE:	30.00	TOTAL AMOUNT:	32.00

RESTRICTIVE COVENANTS 2/23/2026 at 1:35PM
Record Book 2038 Page 1197-1202

SP
AKJ

1. The Property. The lots which are and shall be held, transferred, and occupied subject to this Declaration is shown as on the plat recorded in Plat Cabinet J, Slide 24 in the Register's Office for Roane County, Tennessee.

The Developers, their successors and assigns, shall have the right, but not the obligation to bring additional properties within the plan of the subdivision in future stages. The additions authorized hereunder shall be made by filing of Supplemental Declarations with respect to the additional property. Supplemental Declarations, if any, may contain such complimentary additions and modifications of the Restrictive Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. Except for properties added by Developer as set forth above, no other properties shall be added to the subdivision and no lot or any portion thereof shall be used as a street, right of way, or easement for utilities connecting the same to lands outside of the development. The Developer also agrees that any sale of the airport will be subject to it's continued use as an airport and cannot be repurposed in any way that will preclude it's use as a private airport for use by the owners of this Phase I development.

2. Land Use. No lot shall be used except for private aircraft hangers. Any aviation-based business shall not interfere with the nature of the subdivision.

3. Building size and type. No Hanger shall be erected, altered, or permitted to remain on any lot unless 50x50 with the same style and color as the rest of the existing units.

4. Resubdivision. The recorded plat(s) for the Subdivision shall show the location, dimension and boundaries of each Lot.

5. Building Location. Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plat(s) of the Subdivision and all applicable zoning laws and regulations. Except as may be noted on the Subdivision plat(s).

6. Easements. The notes upon the Phase I plat(s) shall control as to the existence and use of easements. Except as may be noted on the Subdivision plat(s), each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities along all lot lines. The granting of these easements or right of access shall not prevent the use of the area by the Developer for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements. The Developer or utility supplier shall not be liable for any damage done by its agent or employees to shrubbery, trees, flowers, or other property of the land owner installed upon said easement. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

59
AKJ

7. **Waste and unsightliness.** The owner of each lot within this development, whether such lot be improved or unimproved, shall keep such lot free of tall grasses, undergrowth, dead trees, weeds, trash and rubbish, and shall keep such lot, including easements, at all times in a neat and attractive condition. There shall be no burning of trash or any other waste material. Any ground disturbance of a lot must be seeded with grass or covered with sod, or landscapes so that there will be no bare ground visible.

8. **Vehicles and Parking.** All vehicles on the premises must have a valid current registration. No inoperative vehicles of any type shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to any such vehicle being kept in an enclosed hanger. There shall be no on-street parking allowed. Parking for two vehicles is provided behind each hanger lot. There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside the Hanger.

9. **Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbor hangers and houses. There shall be no exterior storage of any inoperable vehicle.

10. **Enforcement.** Enforcement shall be by the proceedings at law or equity by any property owner or his successors against any person or persons violating or attempting to violate any covenant either to restrain violation, or to recover damages. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages, and shall also be liable for such other and additional damage as may accrue. The remedies provided in this paragraph shall be not exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of said Restrictions.

11. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

12. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

13. **Private Road.** The owners of lots listed above shall have a permanent easement for ingress and egress and utilities along the private drive (Meadowlake Drive) shown on the above said plats. The Developer shall maintain this private drive. This private drive may not be used directly

B. A. J.

or indirectly as a street, right of way or access to lands outside the development unless and until the same have been brought into the subdivision by the developer, his successors and/or assigns and approved by the Roane County Planning Commission.

14. Hanger Owner Responsibilities & Restrictions:

- (a) Maintenance of the hanger structure to include the building, parking area, plumbing, natural gas, and electrical.
- (b) Maintain property liability insurance with Meadowlake Airpark, LLC listed as an additional insured.
- (c) Commercial activities are prohibited. Specific exceptions may be made for aviation-related activities on a case-by-case basis at the sole discretion of Meadowlake Airpark, LLC and will be approved in writing.
- (d) No outside storage of any material, equipment, or vehicles. Parking is limited to operable passenger vehicles in the spaces provided at the rear of each hanger.
- (e) The exterior of the hangers must be well kept with no loose metal or flaking paint. Paint colors must be consistent with the original as-built beige and white scheme.
- (f) Seasonal holiday decorations are allowed, but must be confined to the doors or parking area of the individual property.
- (g) No external fencing of any kind is allowed.
- (h) Pets: Household pets (dogs/cats) are allowed but must be kept confined to the individual hanger and parking area. No livestock allowed.
- (i) Noise Restrictions: Please keep after hours noise to a minimum. Quiet hours are 10pm-7am.
- (j) Outdoor cooking is permitted by use of propane or charcoal grills. No open fire pits are permitted.
- (k) Aircraft owners are responsible for propwash damage.

15. Common Area Usage and Maintenance. Whereas the above said lots will require the use of Meadowlake Drive, Taxiway and Runway for ingress and egress, as set forth on said plat, the undersigned Developer/Owner does hereby declare, establish and set forth the following Restrictions, Covenants, Conditions, Reservations and limitations for the mutual benefit of all owners which shall require the use of said Private Road, Taxiway and Runway for ingress and egress:

(a) The owners of lots located in the Phase I Development of the airpark will be granted use of the runway, all taxiways, and the private drive accessing the site (Meadowlake Drive). The Developer will also provide utilities to include non-potable water and septic services to each of the lots. Electric and natural gas will be installed during construction by the Developer to each lot but will be required to be contracted directly by the owners of the lots with the respective utility company.

(b) Utility and Taxiway and Runway maintenance fees shall initially be set at \$700.00 per year per lot, beginning with the year 2026. The Developer will provide for proper maintenance and upkeep of the Private Road, Taxiways, Runway, and Well & Septic System as set forth on the above-referenced recorded Plat. The fee may be increased no more than 5% per year.

(c) Damage to the taxiways, runway, road, roadbed and/or ditches caused by any owner, his contractor, agent or employee shall be fully and completely repaired by said owner within thirty (30) days. Otherwise, the Developer may complete said repairs and assess the responsible party for the costs of the same.

(d) The utility and Taxiway and Runway maintenance fees shall be paid by each lot owner covered hereunder, within 30 days of the calendar year beginning January 1st of each year. Fees shall be prorated for lots constructed during the calendar year. A five percent (5%) late charge shall be imposed after this 30 day period for any outstanding amount not paid for each month said outstanding amount remains unpaid. After one (1) year of continuous outstanding amounts remaining unpaid, then the Developer shall be entitled to place written notice of lien for unpaid fees, including late charges, on record at the office of the Register of Deeds in Roane County, Tennessee, to perfect said lien, and the Developer may then also file suit to collect said amounts due and/or foreclose; however, nothing in this instrument shall be construed to place said lien in any priority position over a first or second mortgage lien secured by a deed of trust.



16. Amendment. Anything contained herein to the contrary notwithstanding, the Developer reserves the right for itself, it's successors and assigns, to modify, release or amend all the covenants and restrictions contained herein until such time as Developer has sold all of the Lots. The Developer shall have the right to:

(a) Amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency between the provisions herein;

(b) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; and

(c) Release any building lot from any part of the covenants and restrictions (including without limiting the foregoing building restriction lines and provisions hereof relating thereto) if Developer in its sole judgment determines that such release is reasonable and does not substantially affect any other building lot in any adverse manner.

Any such modification must be in writing and filed for record in the Register's Office for Roane County, Tennessee. Such amendments shall not make the protective covenants, as to those lots covered by the amendment, less restrictive for construction of residential buildings as provided for herein. In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision. IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on the day and date first above written.


SAMMY JONES, MEMBER

ANGIE JONES, MEMBER

STATE OF TENNESSEE)
) SS
COUNTY OF ROANE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, James P. Lee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this the 12th day of February, 2026.


NOTARY PUBLIC

My Commission Expires: 10/26/27



Attachment G

State Operating Permit Application



Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102
(615) 532-0625

APPLICATION FOR A STATE OPERATION PERMIT (SOP)

Type of application: New Permit Permit Reissuance Permit Modification

Permittee Identification: (Name of city, town, industry, corporation, individual, etc., applying, according to the provisions of Tennessee Code Annotated Section 69-3-108 and Regulations of the Tennessee Water Quality Control Board.)

Permittee

Name Meadowlake Airpark, LLC (c/o Sammy and Angie Jones)
(applicant):

Permittee
Address: 155 Harbour Place, Lenoir City, TN 37772

Official Contact: Sammy & Angie Jones

Title or Position: Owners

Mailing Address: 155 Harbour Place

City: Lenoir City State: TN Zip: 37772

Phone number(s): 865-621-5623

E-mail: samvolnavy@gmail.com &
angievolnavy@gmail.com

Optional Contact:

Title or Position:

Address:

City: State: Zip:

Phone number(s):

E-mail:

Application Certification (must be signed in accordance with the requirements of Rule 0400-40-05-.05)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Name and title; print or type

Angela K Jones, Owner

Signature

Angela K Jones

Date

03/09/2026

Facility Identification:		Existing Permit No.	
Facility Name:	Meadowlake Airpark	County: Roane	
Facility Address or Location:	153 Anglers Cove Road, Kingston, TN 37763	Latitude: 35.82192	
		Longitude: -84.54167	
Name and distance to nearest receiving waters: Tennessee River (+/-1,200lf)			
If any other State or Federal Water/Wastewater Permits have been obtained for this site, list their permit numbers:			
Name of company or governmental entity that will operate the permitted system:		Meadowlake Airpark, LLC	
Operator address: 155 Harbour Place, Lenoir City, TN 37772			
Has the owner/operator filed for a Certificate of Convenience & Necessity (CCN), or an amended CCN, with the Tennessee Regulatory Authority (TRA) (may be required for collection systems and land application treatment systems)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A			
If the applicant listed above does not yet own the facility/site or if the applicant will not be the operator, explain how and when the ownership will be transferred or describe the contractual arrangement and renewal terms of the contract for operations.			
Complete the following information explaining the entity type, number of design units, and daily design wastewater flow:			
<u>Entity Type</u>	<u>Number of Design Units</u>		<u>Flow (gpd)</u>
<input type="checkbox"/> City, town or county	No. of connections:		
<input type="checkbox"/> Subdivision	No. of homes:	Avg. No. bedrooms per home:	
<input type="checkbox"/> School	No. of students:	Size of cafeteria(s): No. of showers:	
<input type="checkbox"/> Apartment	No. of units:	No. units with Washer/Dryer hookups: No. units without W/D hookups:	
<input type="checkbox"/> Commercial Business	No. of employees:	Type of business:	
<input type="checkbox"/> Industry	No. of employees:	Product(s) manufactured:	
<input type="checkbox"/> Resort	No. of units:		
<input type="checkbox"/> Camp	No. of hookups:		
<input type="checkbox"/> RV Park	No. of hookups:	No. of dump stations:	
<input type="checkbox"/> Car Wash	No. of bays:		
<input checked="" type="checkbox"/> Other	33 privately owned hangers for plane storage with one bathroom/sink no shower		
Describe the type and frequency of activities that result in wastewater generation. 33 privately owned hangers for plane storage with one bathroom/sink no shower limited use			

Engineering Report (required for collection systems and/or land application treatment systems):	<input type="checkbox"/> N/A
<input type="checkbox"/> Prepared in accordance with Rule 0400-40-05-.03 and Section 1.2 of the State of Tennessee Design Criteria for Sewage Works	
<input checked="" type="checkbox"/> Attached, or In accordance with 0400-48-01.20140408-TDEC Rules	
<input type="checkbox"/> Previously submitted and entitled: Operation and Maintenance Inspection Schedule Submitted:	Approved? <input type="checkbox"/> Yes. Date: <input type="checkbox"/> No Approved? <input type="checkbox"/> Yes. Date: <input type="checkbox"/> No

Wastewater Collection System:	<input type="checkbox"/> N/A
System type (i.e., gravity, low pressure, vacuum, combination, etc.): LLP drainfield	
System Description: 1,940lf 6" PVC collection system/33 hanger connections/1-1,250gal septic tank/1-1,250gal pump tank/duplex pumping system/830lf 1.25" LPP Drainfield	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	
In the event of a system failure describe means of operator notification:	
List the emergency contact(s) (name/phone):	
For low-pressure systems, who is responsible for maintenance of STEP/STEG tanks and pumps or grinder pumps (list all contact information)? Owner/operator	
Approximate length of sewer (excluding private service lateral): 1,940lf	
Number/hp of lift stations: 2-0.5hp pumps/1 lift station	/
Number/hp of lift pumps	/
Number/volume of low pressure and or grinder pump tanks 1-1,250gal pump tank /	
Number/volume septic tanks 1-1,250gal septic tank	/
Attach a schematic of the collection system. <input checked="" type="checkbox"/> Attached	
If this is a satellite sewer and you are tying in to another sewer system complete the following section, listing tie-in points to the sewer system and their location (attach additional sheets as necessary):	
<u>Tie-in Point</u>	<u>Latitude (xx.xxxx°)</u>
<u>Longitude (xx.xxxx°)</u>	

Land Application Treatment System:	<input type="checkbox"/> N/A
Type of Land Application Treatment System: <input type="checkbox"/> Drip <input type="checkbox"/> Spray <input checked="" type="checkbox"/> Other, explain: LPP	
Type of treatment facility preceding land application (recirculating media filters, lagoons, other, etc.):	
Attach a treatment schematic. <input checked="" type="checkbox"/> Attached	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	
For New or Modified Projects: Name of Developer for the project: Meadowlake Airpark, LLC	
Developer address and phone number: 159 Harbour Place, Lenoir City, TN 37772 (865-621-5623)	
For land application, list: Proposed acreage involved: +/-5ac development/0.75ac drainfield Inches/week gpd/sq.ft loading rate to be applied: Design w/825GPD	
Is wastewater disinfection proposed?	
<input type="checkbox"/> Yes Describe land application area access:	
<input checked="" type="checkbox"/> No Describe how access to the land application area will be restricted:	
Attach required additional Engineering Report Information (see website for more information)	
<input checked="" type="checkbox"/> Topographic map (1:24,000 scale presented at a six inch by six inch minimum size) showing the location of the project including quadrangle(s) name(s) GPS coordinates, and latitude and longitude in decimal degrees should also be included.	
<input checked="" type="checkbox"/> Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, the proposed land application area(s), roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands.	
<input checked="" type="checkbox"/> Soils information for the proposed land disposal area in the form of a Water Resources Soils Map per Chapter 16 and 17 State of Tennessee Design Criteria for Sewage Work. The soils information should include soil depth (borings to a minimum of 4 feet or refusal) and soil profile description for each soil mapped.	
<input checked="" type="checkbox"/> Topographic map of the area where the wastewater is to be land applied with no greater than ten foot contours presented at a minimum size of 24 inches by 24 inches.	
<input checked="" type="checkbox"/> Describe alternative application methods based on the following priority rating: (1) connection to a municipal/public sewer system, (2) connection to a conventional subsurface disposal system as regulated by the Division of Groundwater Protection, and/or (3) land application.	

<p>For Drip Dispersal Systems Only: Unless otherwise determined by the Department, sewage treatment effluent wells, i.e, large capacity treatment/drip dispersal systems after approval of the SOP Application, will be issued an UIC tracking number and will be authorized as Permit by Rule per UIC Rule 0400-45-06-.14(2) and upon issue of a State Operating Permit and Sewage System Construction Approval by the Department. Describe the following:</p>	<input checked="" type="checkbox"/> N/A
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The area of review (AOR) for each Drip Dispersal System shall, unless otherwise specified by the Department, consist of the area lying within a one mile radius or an area defined by using calculations under 0400-45-06-.09 of the Drip Dispersal System site or facility, and shall include, but not be limited to general surface geographic features, general subsurface geology, and general demographic and cultural features within the area. Attach to this part of the application a general characterization of the AOR, including the following: (This can be in narrative form)

- A general description of all past and present groundwater uses as well as the general groundwater flow direction and general water quality.
- A general description of the population and cultural development within the AOR (i.e. agricultural, commercial, residential or mixed)
- Nature of injected fluid to include physical, chemical, biological or radiological characteristics.
- If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems. Or supply map showing general location of publicly supplied water for the area (this can be obtained from the water provider)
- If the proposed system is located within a wellhead protection area or source water protection area designated by Rule 0400-45-01-.34, show the boundary of the protection area on the facility site plan.
- Description of system, Volume of injected fluid in gallons per day based upon design flow, including any monitoring wells
- Nature and type of system, including installed dimensions of wells and construction materials

<p>Pump and Haul:</p>	<input checked="" type="checkbox"/> N/A
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Reason system cannot be served by public sewer:

Distance to the nearest manhole where public sewer service is available:

When sewer service will be available:

Volume of holding tank: _____ gal.

Tennessee licensed septage hauler (attach copy of agreement):

Facility accepting the septage (attach copy of acceptance letter):

Latitude and Longitude (in decimal degrees) of approved manhole for discharge of septage:

Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):

Holding Ponds (for non-domestic wastewater only):		<input checked="" type="checkbox"/> N/A
Pond use: <input type="checkbox"/> Recirculation <input type="checkbox"/> Sedimentation <input type="checkbox"/> Cooling <input type="checkbox"/> Other (describe):		
Describe pond use and operation:		
If the pond(s) are existing pond(s), what was the previous use?		
Have you prepared a plan to dispose of rainfall in excess of evaporation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, describe disposal plan:		
Is the pond ever dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, describe the purpose for dewatering and procedures for disposal of wastewater and/or sludge:		
Is(are) the pond(s) aerated? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Volume of pond(s): _____ gal. Dimensions: _____		
Is the pond lined (Note if this is a new pond system it must be lined for SOP coverage. Otherwise, you must apply for an Underground Injection Control permit.)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Describe the liner material (if soil liner is used give the compaction specifications):		
Is there an emergency overflow structure? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>If so, provide a design drawing of structure.</i>		
Are monitoring wells or lysimeters installed near or around the pond(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>If so, provide location information and describe monitoring protocols (attach additional sheets as necessary):</i>		

Mobile Wash Operations:		<input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Individual Operator	<input type="checkbox"/> Fleet Operation Operator	
Indicate the type of equipment, vehicle, or structure to be washed during normal operations (check all that apply):		
<input type="checkbox"/> Cars	<input type="checkbox"/> Parking Lot(s):	sq. ft.
<input type="checkbox"/> Trucks	<input type="checkbox"/> Windows:	sq. ft.
<input type="checkbox"/> Trailers (Interior washing of dump-trailers, or tanks, is prohibited.)	<input type="checkbox"/> Structures (describe):	
<input type="checkbox"/> Other (describe):		
Wash operations take place at (check all that apply):		
<input type="checkbox"/> Car sales lot(s)	<input type="checkbox"/> Public parking lot(s)	
<input type="checkbox"/> Private industry lot(s)	<input type="checkbox"/> Private property(ies)	
<input type="checkbox"/> County(ies), list:	<input type="checkbox"/> Statewide	
Wash equipment description:		
<input type="checkbox"/> Truck mounted	<input type="checkbox"/> Trailer mounted	
<input type="checkbox"/> Rinse tank size(s) (gal.):	<input type="checkbox"/> Mixed tanks size(s) (gal.):	
<input type="checkbox"/> Collection tank size(s) (gal.):	Number of tanks per vehicle:	
Pressure washer:	psi (rated)	gpm (rated)
<input type="checkbox"/> gas powered	<input type="checkbox"/> electric	
Vacuum system manufacturer/model:	Vacuum system capacity:	inches Hg
Describe any other method or system used to contain and collect wastewater:		
List the public sewer system where you are permitted or have written permission to discharge waste wash water (include a copy of the permit or permission letter):		
Are chemicals pre-mixed, prior to arriving at wash location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Describe all soaps, detergents, or other chemicals used in the wash operation (attach additional sheets as necessary):		
Chemical name:	Manufacturer:	Primary CAS No. or Product No.

**APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS**

Purpose of this form A completed SOP application must be submitted to obtain SOP coverage. This permit is required to operate a sewage, industrial waste or other waste collection and/or treatment system that does not have a point source discharge to any surface or subsurface waters. This form must be submitted at least 180 days before starting any new activity, before an existing permit expires, or when renewing a permit.

Complete the form Type or print clearly, using black or blue ink; not markers or pencil. Answer each item or enter "N/A," for not applicable. If you need additional space, attach a separate piece of paper to the SOP application. Applicants may be required to submit engineering reports, plans and specifications. Contact the division for the applicable items, or refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information. **The application will be considered incomplete without supplying all of the required information, Engineering Reports, and an original signature.**

Permittee Identification/Facility Identification Describe and locate the project, use the legal or official name of the facility or site. Provide the latitude and longitude (expressed in decimal degrees) of the center of the site, which can be located on USGS quadrangle maps. The quadrangle maps can be obtained at 1-800-USA-MAPS, or at the Census Bureau world wide web site: <http://www.census.gov/cgi-bin/gazetteer>. Attach a copy of a portion of a 7.5 minute quad map, showing location of site, with boundaries at least one mile outside the site boundaries. If business is mobile give the owner of operations' home, or business office address, and list all current areas of operation by city and county.

Wastewater Collection System These types of systems require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information.

Land Application Treatment System These types of systems require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information. Public access to the treatment area must be restricted, if disinfection is not part of the treatment. Applicants completing this section of the application must also complete the Wastewater Collection System section.

Pump and Haul These types of systems may require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information.

Holding Ponds Given that annual rainfall onto open ponds exceeds annual evaporation (in Tennessee), the permittee must develop a written plan (to be retained on site and be available to the division upon request) that addresses how excess rainfall will be disposed of in compliance with the no discharge requirement of this permit. Treatment ponds are not to be used for stormwater treatment or storage. All new and existing point source industrial stormwater discharges associated with industrial activity require coverage under the

**APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS - CONTINUED**

Tennessee industrial stormwater multi-sector general permit TMSP, refer to the [website](#) for more information. Describe the system for re-routing surface runoff away from ponds in the rainfall disposal plan.

Mobile Wash Operations Indicate whether the operation is run by an individual or a corporation with a fleet of vehicles equipped to wash and collect waste waters. If a corporation, indicate the home office as the "Official Contact". Indicate if operations take place at specific sites and list those counties that apply. Note that this permit covers operations for all of Tennessee. Operations indicated as "statewide" generally apply as a fleet type operation and each office location shall be individually permitted. Equipment may be truck or trailer-mounted, or both, indicate all that applies. Soaps, detergents, and other chemicals used should be non-toxic and biodegradable. All "chemically enhanced" (soaps, detergents, and other chemicals) waste-wash waters must be collected for proper disposal. If no chemically enhanced washwaters are used, clear-wash waters may travel by sheet flow to a gravel or grassy area where there is no opportunity to enter waters of the state. There should be no discharge to a storm water inlet, ditch, conveyance, stream, etc. If you are unsure of your wash area drainage, contact the area Environmental Field Office (EFO) prior to setting up your wash operation.

Fees Refer to the TDEC-DWR Environmental Protection Fund Fee Rule 0400-40-11-.02. Links to publications are available on Department of Environment and Conservation, Division of Water Resources webpage and the webpage for the Tennessee Secretary of State.

Submitting the form and obtaining more information Note that this form must be signed by the chief executive officer, owner, or highest ranking elected official. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit a complete application electronically to water.permits@tn.gov (preferred) or to the appropriate EFO for the county(ies) where the facility is located, addressed to **Attention: DWR, Permit Section**. Please keep a copy for your records.

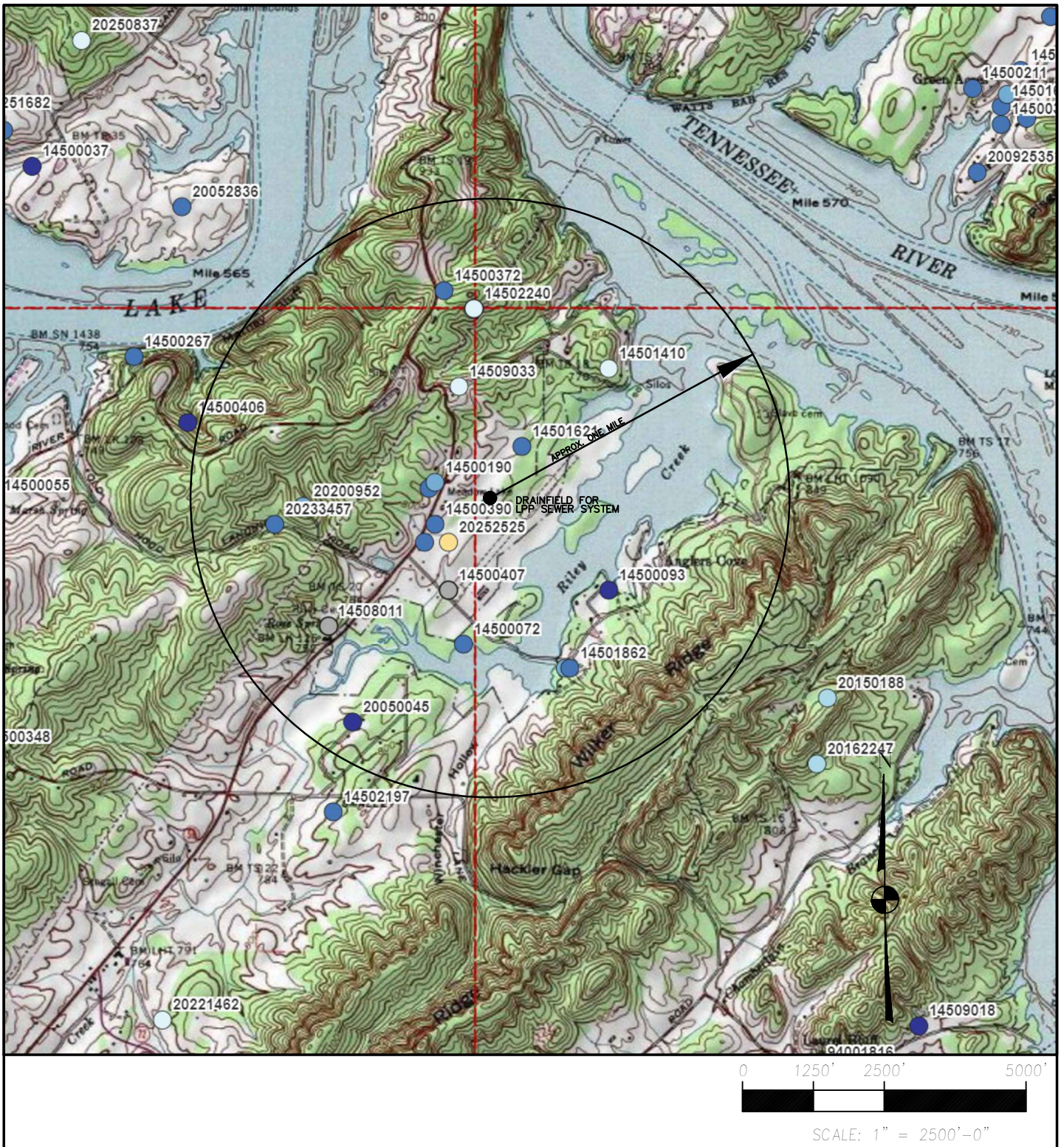
EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett	38133	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Dr	38305- 4316	Chattanooga	1301 Riverfront Parkway Suite 206	37402
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601

APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS - CONTINUED

Upon receipt of the required items, the division conducts a review of the material, and the applicant is notified of any deficiencies. When all the deficiencies have been corrected, the division makes a determination of whether to publish a draft permit. When a draft permit is generated, a public notice is issued and published in a local newspaper. The draft permit is then reviewed by the applicant, and division field staff. The general public also has an opportunity to review the permit. Based on public response, a public hearing may be held. After considering public comments and a final review, the permit may be issued. The entire process normally takes from five (5) to nine (9) months. Permits are normally valid for five (5) years, except those for pump and haul systems, which are generally valid for one (1) year.

The division has the right to inspect a facility when deemed necessary. In addition, the division has the right to revoke or suspend any permit for violation of permit conditions or any other provisions of the Tennessee Water Quality Control Act and other water pollution control rules.

The division is responsible for regulating any activity, which involves a potential discharge in order to protect waters of the State from pollution and to maintain the highest possible standards in water quality.



MEADOWLAKE AIRPORT – PROPOSED 33 HANGER ADDITION SEWER DRAIN FIELD DESIGN
 CLASS V INJECTION WELL PERMIT AREA OF INTEREST