

1st READING 10-9-06 pg. 731
FINAL READING 10-23-06 pg. 749
MINUTE BOOK # 23

ORDINANCE NO: 2006-43

AN ORDINANCE OF THE OF THE CITY OF CLEVELAND, TENNESSEE AMENDING THE CLEVELAND MUNICIPAL CODE TITLE 14 CHAPTER 2 SO AS TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) TO BE KNOWN AS "PUD 6" ON PROPERTY DESCRIBED AS TAX MAP 33, PARCELS 10.0, 10.1, 14.1, 14.4 and 15.0 AND MORE PARTICULARLY DESCRIBED HEREIN; AMENDING THE ZONING PLAN AND ZONING MAP FOR PUD 6; MAKING VIOLATIONS OF THE ORDINANCE UNLAWFUL AND PROVIDING FOR PENALTIES; ESTABLISHING A LIST OF PERMITTED USES; ESTABLISHING CONDITIONS FOR SITE PLANNING, SUBDIVISION, CONSTRUCTION, OPERATION, MAINTENANCE; ESTABLISHING REQUIREMENTS FOR SITE-RELATED TRANSPORTATION IMPROVEMENTS TO PUBLIC ROADWAYS, BICYCLE AND PEDESTRIAN AND TRANSIT ACCESS TO THE SITE, AND DRIVEWAY ACCESS RESTRICTIONS AND INTERNAL TRAFFIC CIRCULATION REQUIREMENTS; STATING RESPONSIBILITY FOR COMPLIANCE WITH OTHER APPLICABLE LAWS AND PERMITTING REQUIREMENTS; REQUIRING PROPER SUBDIVISION AND SITE PLANNING OF OUTPARCELS; REQUIRING A PUD DEVELOPMENT PLAN AND EXECUTION OF A DEVELOPMENT ORDER BY THE DEVELOPER AND THE MAYOR; PROVIDING FOR TIME LIMITS AND POSSIBLE REVERSION TO THE FORMER ZONING CLASSIFICATION; PROVIDING FOR ERRORS AND OMISSIONS AND POSSIBLE FUTURE REVISIONS TO THE PUD; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS the City of Cleveland, Tennessee, hereinafter "City", desires orderly land development in furtherance of the public welfare and has adopted the Planned Unit Development, hereinafter "PUD", process as an alternative development standard whereby to accomplish such development; and whereas it is intended that the developers of the property described herein Batson Cook Development and Warren Commercial Real Estate, hereinafter "Developers", would enter into an agreement with City to be encompassed in a PUD development plan and development order for Developers to construct or cause to be constructed a shopping center with a main building or buildings containing various tenant spaces and associated commercial development on not more than five (5) outparcels that are integrated with the main building or buildings through a common development plan; and whereas City desires to establish a unique zoning district with special use restrictions and development standards for the property described herein through the adoption of this PUD, NOW THEREFORE BE IT ORDAINED:

Section 1. ZONING PLAN AND MAP AMENDMENT. The zoning plan and map are hereby amended so as to zone the property described in Section 2 herein as "PUD6" subject to the provisions described in each section of this ordinance. The permitted uses in the PUD6 zoning district are those uses outlined in this ordinance. There are no conditional uses within the PUD6 district. The development standards for the PUD6 district are those outlined in this ordinance, including requirements for plan

approval, the development order, and compliance with applicable permitting requirements.

Section 2. VIOLATIONS UNLAWFUL AND SUBJECT TO PENALTIES. Any development or use of the property described herein in manner contrary to the terms of this ordinance is a zoning violation and is unlawful, subject to the penalties prescribed by the Cleveland Municipal Code and the laws of Tennessee.

Section 3. PROPERTY DESCRIPTION.

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Third Civil District of Bradley County, Tennessee and being more particularly described as follows:

Beginning at an iron pin found on the easterly right-of-way of Frontage Road (right-of-way varies) at the northwesterly corner of property belonging to Bullard and recorded in Deed Book 263, page 103; thence along the easterly right-of-way of Frontage Road North 26 degrees 33 minutes 39 seconds East a distance of 266.22 feet to a concrete monument; thence continuing along said right-of-way North 22 degrees 04 minutes 12 seconds East a distance of 503.10 feet to a concrete monument; thence continuing along said right-of-way North 24 degrees 32 minutes 05 seconds East a distance of 291.65 feet to a point; thence continuing along said right-of-way North 24 degrees 25 minutes 47 seconds East a distance of 523.08 feet to an iron pin set; thence leaving said right-of-way along the southerly line of Winwood Subdivision recorded in Plat Book 4, page 35 South 65 degrees 44 minutes 28 seconds East a distance of 1138.50 feet to a concrete monument; thence along the easterly line of Pleasant Hill Cemetery recorded in Deed Book 119, page 280 South 21 degrees 22 minutes 24 seconds West a distance of 182.14 feet to a concrete monument on the westerly right-of-way of Interstate Highway 75 (right-of-way varies); thence along said westerly right-of-way of Interstate Highway 75 South 23 degrees 50 minutes 00 seconds West a distance of 765.83 feet to a concrete monument; thence continuing along said right-of-way South 36 degrees 28 minutes 53 seconds West a distance of 87.66 feet to a concrete monument; thence continuing along said right-of-way South 63 degrees 35 minutes 34 seconds West a distance of 336.90 feet to an iron pin found at the northeasterly corner of land belonging to L.Harlen Painter, Trustee recorded in Deed Book 333, Page 21; thence leaving said right-of-way along the northeasterly line of L.Harlen Painter, Trustee North 31 degrees 12 minutes 45 seconds West a distance of 56.40 feet to an iron pin found; thence along said L.Harlen Painter line North 65 degrees 37 minutes 15 seconds West a distance of 12.32 feet to an iron pin found; thence continuing along L.Harlen Painter line South 29 degrees 09 minutes 20 seconds West a distance of 60.45 feet to an iron pin found; thence continuing along L.Harlen Painter line South 65 degrees 23 minutes 12 seconds East a distance of 42.56 feet to an iron pin found on the westerly right-of-way of Interstate Highway 75; thence along said right-of-way South 45 degrees 32 minutes 14 seconds West a distance of 391.52 feet to a concrete monument at a northeasterly corner of property belonging to Harris Properties recorded in Deed Book 1023, Page 198; thence leaving said right-of-way

along the Harris property line North 06 degrees 59 minutes 24 seconds West a distance of 20.27 feet to an iron pin set; thence continuing along Harris property line North 86 degrees 00 minutes 00 seconds West a distance of 298.12 feet to an iron pin set on the easterly line of a private road (40' R/W at this point); thence along said right-of-way along a curve to the left an arc distance of 159.99 feet, said arc having a radius of 281.30 feet and a chord that bears South 28 degrees 21 minutes 23 seconds West a distance of 157.84 feet to a point; thence continuing along said right-of-way South 12 degrees 03 minutes 47 seconds West a distance of 129.01 feet to a point; thence continuing along said right-of-way South 08 degrees 39 minutes 00 seconds West a distance of 33.90 feet to a point; thence along said right-of-way along a curve to the left an arc distance of 32.57 feet, said arc having a radius of 38.00 feet and a chord that bears South 15 degrees 54 minutes 01 seconds East a distance of 31.58 feet to a point on the northerly right-of-way of Paul Huff Parkway (right-of-way varies); thence along said right-of-way North 76 degrees 45 minutes 12 seconds West a distance of 87.04 feet to a point on the westerly line of an un-named private road and the east line of lands of Joe Moore recorded in D.B. 223, Pg 788; thence continuing along Paul Huff Parkway right-of-way along the south line of Joe Moore recorded in D.B. 223, Pg. 788 and a new parcel for the placement of a entrance sign North 76 degrees 50 minutes 09 seconds West a distance of 8.18 feet to a point; thence leaving said right-of-way onto Joe Moore property North 16 degrees 04 minutes 17 seconds East a distance of 30.69 feet to a point; thence South 76 degrees 50 minutes 09 seconds East a distance of 23.50 feet to the westerly right-of-way of an un-named road; thence along said right-of-way North 16 degrees 04 minutes 17 seconds East a distance of 159.03 feet to a point; thence continuing along said right-of-way South 77 degrees 56 minutes 10 seconds East a distance of 1.61 feet to a point; thence continuing along said right-of-way along a curve to the right an arc distance of 99.83 feet, said arc having a radius of 321.30 feet and a chord that bears North 20 degrees 57 minutes 50 seconds East a distance of 99.43 feet to a point at the northeasterly corner of lands of Joe Moore recorded in D.B. 366, Pg. 955; thence leaving said right-of-way along said lands of Joe Moore North 64 degrees 45 minutes 41 seconds West a distance of 15.80 feet to a point on the lands of Harris recorded in D.B. 387, Pg 766; thence continuing along Harris property line North 12 degrees 03 minutes 40 seconds East a distance of 37.72 feet to a point; thence continuing along Harris property line North 83 degrees 36 minutes 24 seconds West a distance of 13.52 feet to a point on the easterly line of Shaw property recorded in Deed Book 139, Page 6; thence along said Shaw line North 27 degrees 56 minutes 34 seconds East a distance of 70.17 feet to a point in the centerline of a creek and the southeasterly corner of Bullard property recorded in Deed Book 263, Page 103; thence along the centerline of said creek 174'± to an iron pin set, said creek having a survey tie line of North 37 degrees 14 minutes 00 seconds East a distance of 155.39 feet to the northeasterly corner of Bullard property; thence leaving said creek along Bullard line North 65 degrees 28 minutes 15 seconds West a distance of 408.71 feet to the easterly right-of-way of Frontage Road and the Point of Beginning.

Said Tract or Parcel having an 40.520 acres, more or less.

Including a 580 sq. ft. parcel taken from the southeasterly corner of property of Joe Moore recorded in Deed Book 223, Page 788 with the intended useage for an entrance sign to Cleveland Towne Center.

Section 4. PERMITTED USES AND PROHIBITED USES.

A. PERMITTED USES. The following uses, described by the North American Industrial Classification System (NAICS) code numbers, are permitted with exceptions as noted and to the extent that they are not otherwise included in the prohibited uses:

- 311811 Retail Bakeries
- 323114 Quick Printing
- 323115 Digital Printing
- 441210 Recreational Vehicle Dealers
- 441310 Automotive Parts and Accessories Stores
- 441320 Tire Dealers
- 442110 Furniture Stores
- 442210 Floor Covering Stores
- 442291 Window Treatment Stores
- 442299 All Other Home Furnishings Stores
- 443111 Household Appliance Stores
- 443112 Radio, Television, and Other Electronics Stores
- 443120 Computer and Software Stores
- 443130 Camera and Photographic Supplies Stores
- 444110 Home Centers
- 444120 Paint and Wallpaper Stores
- 444130 Hardware Stores
- 444190 Other Building Material Dealers
- 444210 Outdoor Power Equipment Stores
- 444220 Nursery, Garden Center, and Farm Supply Stores
- 445110 Supermarkets and Other Grocery (except Convenience) Stores
- 445120 Convenience Stores
- 445210 Meat Markets
- 445220 Fish and Seafood Markets
- 445230 Fruit and Vegetable Markets
- 445291 Baked Goods Stores
- 445292 Confectionery and Nut Stores
- 445299 All Other Specialty Food Stores
- 445310 Beer, Wine, and Liquor Stores
- 446110 Pharmacies and Drug Stores
- 446120 Cosmetics, Beauty Supplies, and Perfume Stores
- 446130 Optical Goods Stores
- 446191 Food (Health) Supplement Stores

446199 All Other Health and Personal Care Stores
447110 Gasoline Stations with Convenience Stores
447190 Other Gasoline Stations
448110 Men's Clothing Stores
448120 Women's Clothing Stores
448130 Children's and Infants' Clothing Stores
448140 Family Clothing Stores
448150 Clothing Accessories Stores
448190 Other Clothing Stores
448210 Shoe Stores
448310 Jewelry Stores
448320 Luggage and Leather Goods Stores
451110 Sporting Goods Stores
451120 Hobby, Toy, and Game Stores
451130 Sewing, Needlework, and Piece Goods Stores
451140 Musical Instrument and Supplies Stores
451211 Book Stores
451212 News Dealers and Newsstands
451220 Prerecorded Tape, Compact Disc, and Record Stores
452111 Department Stores (except Discount Department Stores)
452112 Discount Department Stores
452910 Warehouse Clubs and Supercenters
452990 All Other General Merchandise Stores
453110 Florists
453210 Office Supplies and Stationery Stores
453220 Gift, Novelty, and Souvenir Stores
453310 Used Merchandise Stores
453910 Pet and Pet Supplies Stores
453920 Art Dealers
453991 Tobacco Stores
453998 All Other Miscellaneous Store Retailers (except Tobacco Stores)
454111 Electronic Shopping
454112 Electronic Auctions
454113 Mail-Order Houses
454210 Vending Machine Operators
454390 Other Direct Selling Establishments
491110 Postal Service
517212 Cellular and Other Wireless Telecommunications
517910 Other Telecommunications
522110 Commercial Banking
522120 Savings Institutions
522130 Credit Unions
522190 Other Depository Credit Intermediation
522220 Sales Financing
522291 Consumer Lending
522292 Real Estate Credit

522298 All Other Nondepository Credit Intermediation
522310 Mortgage and Nonmortgage Loan Brokers
522390 Other Activities Related to Credit Intermediation
523110 Investment Banking and Securities Dealing
523120 Securities Brokerage
523210 Securities and Commodity Exchanges
523920 Portfolio Management
523930 Investment Advice
524113 Direct Life Insurance Carriers
524114 Direct Health and Medical Insurance Carriers
524126 Direct Property and Casualty Insurance Carriers
524127 Direct Title Insurance Carriers
524128 Other Direct Insurance (except Life, Health, and Medical) Carriers
524210 Insurance Agencies and Brokerages
524291 Claims Adjusting
524292 Third Party Administration of Insurance and Pension Funds
524298 All Other Insurance Related Activities
531210 Offices of Real Estate Agents and Brokers
531320 Offices of Real Estate Appraisers
531390 Other Activities Related to Real Estate
532111 Passenger Car Rental
532210 Consumer Electronics and Appliances Rental
532220 Formal Wear and Costume Rental
532230 Video Tape and Disc Rental
532291 Home Health Equipment Rental
532292 Recreational Goods Rental
532299 All Other Consumer Goods Rental
532310 General Rental Centers
532420 Office Machinery and Equipment Rental and Leasing
541110 Offices of Lawyers
541120 Offices of Notaries
541191 Title Abstract and Settlement Offices
541211 Offices of Certified Public Accountants
541219 Other Accounting Services
541410 Interior Design Services
541511 Custom Computer Programming Services
541921 Photography Studios, Portrait
541922 Commercial Photography
541940 Veterinary Services
561110 Office Administrative Services
561310 Employment Placement Agencies
561431 Private Mail Centers
561439 Other Business Service Centers (including Copy Shops)
561510 Travel Agencies
561622 Locksmiths
561910 Packaging and Labeling Services

611420 Computer Training
621111 Offices of Physicians (except Mental Health Specialists)
621112 Offices of Physicians, Mental Health Specialists
621210 Offices of Dentists
621310 Offices of Chiropractors
621320 Offices of Optometrists
621330 Offices of Mental Health Practitioners (except Physicians)
621340 Offices of Physical, Occupational and Speech Therapists, and Audiologist
621391 Offices of Podiatrists
621399 Offices of All Other Miscellaneous Health Practitioners
621491 HMO Medical Centers
621492 Kidney Dialysis Centers
621610 Home Health Care Services
624410 Child Day Care Services
711110 Theater Companies and Dinner Theaters
713120 Amusement Arcades
713940 Fitness and Recreational Sports Centers
713950 Bowling Centers
713990 All Other Amusement and Recreation Industries
722110 Full-Service Restaurants
722211 Limited-Service Restaurants
722212 Cafeterias
722213 Snack and Nonalcoholic Beverage Bars
722320 Caterers
722410 Drinking Places (Alcoholic Beverages)
811111 General Automotive Repair
811112 Automotive Exhaust System Repair
811113 Automotive Transmission Repair
811118 Other Automotive Mechanical and Electrical Repair and Maintenance
811191 Automotive Oil Change and Lubrication Shops
811192 Car Washes
811211 Consumer Electronics Repair and Maintenance
811212 Computer and Office Machine Repair and Maintenance
811213 Communication Equipment Repair and Maintenance
811420 Reupholstery and Furniture Repair
811430 Footwear and Leather Goods Repair
811490 Other Personal and Household Goods Repair and Maintenance
812111 Barber Shops
812112 Beauty Salons
812113 Nail Salons
812191 Diet and Weight Reducing Centers
812199 Other Personal Care Services
812310 Coin-Operated Laundries and Drycleaners
812320 Drycleaning and Laundry Services (except Coin-Operated)
812910 Pet Care (except Veterinary) Services
812921 Photofinishing Laboratories (except One-Hour)

812922 One-Hour Photofinishing
812990 All Other Personal Services

B. PROHIBITED USES. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted:

- a. Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any Building in the Shopping Center.
- b. An operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
- c. Any "second hand" store, "surplus" store, or pawn shop.
- d. Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
- e. Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.
- f. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.
- g. Any central laundry, dry cleaning plant or Laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located.
- h. Any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation.
- i. Any bowling alley or skating rink or outdoor recreation use.
- j. Any movie theater or live performance theater.
- k. Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments, or lodging rooms.
- l. Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops.

m. Any mortuary or funeral home.

n. Any establishment selling or exhibiting "obscene" material as determined by final decree of a Court of competent jurisdiction or any establishment classified as a sex outlet by City ordinance.

o. Any establishment selling or exhibiting illegal drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.

q. Any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall.

r. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Occupant.

Section 5. SITE PLAN AND SUBDIVISION REQUIREMENTS.

A. SITE PLAN. A master site plan for PUD 6 Cleveland Towne Center was prepared by Gresham Smith and Partners and presented by Developer to the Cleveland Municipal Planning Commission on August 22, 2006 for conceptual PUD approval. A detailed staff report was presented to the Planning Commission on August 22, 2006, 2006 concerning this site plan. Conceptual approval was granted by the Planning Commission for the proposed PUD 6 subject to staff comments. Developer has submitted a revised master site plan for PUD approval (Exhibit A). Site plans for the outparcels or outlots must be submitted to and approved by City prior to development and these site plans must be consistent with the master site plan for the PUD. All development within the PUD must be carried out in a manner that is consistent with the master site plan. Prior to the issuance of permits for development the master site plan must be modified as necessary to conform to all requirements of the Cleveland Municipal Planning Commission, the City's Site Plan Review Committee, and any other relevant regulatory agency(s). Further requirements for the master site plan by the Site Plan Review Committee are limited to refinements of the master site plan attached hereto in Exhibit A which is considered approved as to the location of proposed or potential building areas, driveway locations, parking lot layout, landscaping locations, signage areas, buffer widths and locations, and detention area locations. Refinements to the master site plan will be necessary as more information becomes available regarding the shape and location of individual buildings, proposed property lines, utility services, and similar details. Refinements to the master site plan may be necessary to coordinate with adjacent streets and utilities, including improvements to the public infrastructure that are necessitated by

the PUD development; e.g. improvements shown to be necessary by the Traffic Impact Study.

B. SUBDIVISION. The development of PUD 6 will require subdivision of the property. The outlots or outparcels will not have direct access onto the adjacent public street Frontage Road but will instead access the public street system through the driveways provided in the master site plan. It is anticipated that in some portions of the PUD there will be a zero side setback between some or all of the buildings and this will be permitted subject to compliance with the applicable building code and conformity with requirements of the approved site plan. Minimum building setbacks on the outlots will be as provided in sheet CO.1 of the master site plan, specifically: front 40 feet (25 feet for outlot 5), side 20 feet, and rear 20 feet. Stormwater requirements that are normally part of the platting process, such as provisions for the use and perpetual maintenance of stormwater infrastructure by the developer/owners, will be a part of the platting process and will be coordinated with the stormwater design features of the master site plan. No additional public streets are planned within the boundaries of the PUD.

Section 6: CONSTRUCTION, OPERATION, AND MAINTENANCE

A. QUALITY OF APPEARANCE. The shopping center and outlots will be designed and constructed of a quality at least equal to Hickory Grove Shopping Center in Cleveland. Exterior building finishes will be predominantly masonry material in keeping with the prototypical stores of the national retail tenants who will occupy the center. The buildings will be maintained in good repair.

B. BUILDING HEIGHTS. No Building on the shopping center (excluding outlots) will exceed 38 (thirty-eight) feet in height measured from finished floor to top of parapet. Maximum height of any building located on an outlot shall be 30 (thirty) feet measured from the finished floor to the top of the parapet.

C. SIGNAGE. The shopping center (excluding outlots) will have three common signs: one located adjacent to the interstate ROW of a billboard design, one located at the drive entrance at Paul Huff Parkway, and one along a drive entrance at the Frontage Road. Each outlot shall have one double-sided pylon sign not to exceed a height of 40 (forty) feet and a size of 150 (one hundred fifty) square feet per side. (See attached Exhibit B). Each tenant in the shopping center and outlots shall have the right to attach building signs to the front, sides, or rear of the building. Tenant signs attached to the buildings shall not exceed 80% of the wall length or be larger than 40% of the wall area. No sign shall be mounted on the roof. Portable signs, inflatable advertising devices, strobe lights, and other advertising devices characterized by motion, flashing light, or high-intensity light are prohibited. Except when located within 20 feet of a permanent building, no banner, flag, pennant, temporary sign, or merchandise display shall be located within 100 feet of any public right-of-way. Driveway entrance and exit signs not exceeding 2 sf each shall be permitted on outlots.

D. EXTERIOR LIGHTING. The lighting system shall be designed so as to allow minimum light onto the residential areas to the north. The lighting system shall be designed so as to minimize glare onto adjacent public roadways. No pole mounted light shall exceed a height of 40 (forty) feet.

E. DESIGN OF PARKING, INTERNAL TRAFFIC, ACCESS. The shopping center will provide for 4 parking spaces per 1000sf of building area at a minimum size of 9 x 18 feet (90 degrees). Each drive isle shall be a minimum width of 24 feet. Each outlot shall provide for a minimum of 5 parking spaces per 1000sf for general retail and 10 spaces per 1,000sf for restaurant use. If a combination of uses exist, the number of parking spaces shall be prorated based on the above ratios. Each drive isle shall be a minimum width of 24 feet and parking spaces shall be a minimum of 9 x 18 feet (90 degrees). Design of parking lots shall meet requirements of the City of Cleveland Traffic Engineer pertaining to handicapped accessibility, drive-through facilities, internal traffic circulation, signs and markings, emergency access, turning radii, and sight distance. Landscaping, drainage, and other design characteristics of parking areas shall be in accordance with the master site plan and subsequent site plans for the outlots. Curbscuts and access driveways for the shopping center shall be located as indicated in the master site plan. Outlots located along the Frontage Road shall have no direct curb cut to Frontage Road but shall have two curb cuts to the shopping center along the rear of each outlot and one curb cut per outlot to a shopping center entrance drive not closer than 120 feet to the Frontage Road. Outlot 5 located next to the Interstate ROW shall have two curb cuts to the shopping center. Curb cuts shall be located at the time the outlot siteplans are approved by the City of Cleveland.

F. SITE MAINTENANCE. Landscaping on the shopping center and outlots shall be irrigated. All landscape materials shall be maintained so as to stay in a first class condition. A program of regular parking lot sweeping and litter removal from the parking lot and landscaped areas shall be required for the shopping center and all outlots. The detention ponds and other drainage facilities shall be maintained in good working order, including removal of debris, trimming of excess vegetation, and mosquito control. The site is presently traversed by a large underground drainage pipe that drains the Winwood subdivision immediately to the north and this pipe is to be kept open and in good working order at all times.

G. DISTURBANCE TO SURROUNDING PROPERTY. Construction-related noise, vibrations, dust, debris, and traffic in the PUD6 zoning district shall be managed so as to minimize their impacts on nearby residential uses and the public right-of-way. Heavy construction activities that could result in noise and vibration offsite will be conducted only between 7:00 a.m. and 7:00 p.m. Potential disturbing effects of construction activities will be mitigated by observing industry best practices. Developer, developer's heirs or successors or assigns, and all contractors and subcontractors will promptly comply with any directive from City to manage

construction-related noise, vibrations, and or traffic. Subject to restraints of building design, the developer shall endeavor to place all truck docks of those buildings closest to the residential area located north of this project at the rear of the buildings facing south in order to mitigate any noise produced from trucking activities. Additionally, the landscape buffer located along the northern property line shall be enhanced to mitigate noise and light (see landscape plan Sheet L2.1 of Exhibit A). Business hours of the shopping center and outlots are not restricted by this ordinance.

H. LANDSCAPING AND IMPERVIOUS AREA. At the time each outlot is developed, perimeter landscaping on each outlot shall be installed per the landscape plan in the master site plan. Prior to the opening of any stores in the shopping center, a landscape buffer shall be installed along the northern property line pursuant to the landscaping plan. Detailed landscaping plans will be required as part of the site plans prior to the development of the outlots. Impervious area in the site is not to exceed 84% of the total site area including outlots; however, Developer may propose and the City may accept an alternative proposal that would allow an additional 2% of site area to be developed with pervious concrete, turf blocks, or other pervious material subject to approval by the City Engineer.

I. TRANSPORTATION IMPROVEMENTS. A sidewalk shall be constructed through the shopping center along the rear of each outlot at the time the outlot is developed in the location shown on the master plan and in accordance with City specifications. The sidewalk is to provide a means of pedestrian circulation through the PUD and is to connect to public right-of-way on Frontage Road and Paul Huff Parkway. A transit stop with benches and landscaping shall be incorporated in the development and the transit stop area shall accommodate and the Developer shall permit future installation of a transit shelter by the City or transit operator. A bicycle rack shall be incorporated in the site design, preferably at or in close proximity to the transit stop. The Developer shall provide offsite transportation improvements to public streets that are indicated by the required traffic impact study and approved by the City's Traffic Engineer.

J. SOLID WASTE. Dumpsters, compactors, grease receptacles, and other such waste disposal facilities shall be provided as necessary to properly dispose of the wastes generated by tenants. All dumpsters and other such facilities shall be on a concrete pad and enclosed by an opaque screened enclosure of a good quality. Slatted chain-link fence will not be used for the enclosure. Grease storage areas, if co-located with dumpster pads, will be separated by a concrete block wall at least three blocks high. Waste disposal facilities will be situated so as to minimize noise and other impacts on nearby residential areas.

K. OPERATING AND MAINTENANCE AGREEMENT. The overall maintenance of the shopping center shall be governed by an operating and easement agreement which shall be recorded against the property. This document shall provide for standards in order to keep the shopping center in a sightly, safe condition and good

state of repair. The minimum standards shall provide for the operation, maintenance and repair of the following: 1) drive and parking areas; 2) removal of debris and refuse; 3) directional signs and markers; 4) common area lighting; 5) landscaping; 6) sidewalks; 7) common utility lines; and 8) storm water pipes and detention areas.

Section 7. COMPLIANCE WITH OTHER APPLICABLE LAWS AND PERMITTING REQUIREMENTS. The Developer, and its assigns or successors in title, is responsible for obtaining all federal, state, and local permits required for the construction of the proposed shopping center and for construction on the outparcels and other construction on or adjacent to the site for which the Developer is responsible. The Developer and its assigns or successors in title shall carry out the construction on the project site in compliance with all applicable ordinances of the City of Cleveland, Tennessee, and also in compliance with applicable federal and state laws. Buildings shall be designed and constructed in accordance with adopted building codes and shall not be occupied until final inspections are complete and certificates of occupancy have been issued (permission for limited use of building after substantial completion of construction for fixture installation, furnishing, store stocking, employee training and the like may be granted by the City's Building Official and such permission shall not be unreasonably withheld). Failure to develop, use, or maintain the subject property other than in conformity with all of the requirements of this ordinance is unlawful and shall be deemed a violation of the City's zoning ordinance and a nuisance subject to the penalties described in the zoning ordinance and any increased fine as may be allowed by state law.

Section 8. PUD DEVELOPMENT ORDER. Development of the property as described herein shall not commence until the execution of the PUD development order that is further described herein and in Section 16 below. The development order is to provide a more final and complete description of how the terms of this ordinance are to be carried out by the developer. The development order shall be inclusive of all permits, plats, design documents, etc. necessary to implement the project described herein.

Section 9. TIME LIMITS AND POSSIBLE REVERSION TO FORMER ZONING. The developer must have carried out a substantial development of this project within five years from the effective date of this ordinance or the City may cause the property to revert to its former zoning classification without liability for any damages. Substantial development shall in be interpreted to mean completion of construction on at least the shopping center buildings and parking areas and landscaping, other than that located on the outparcels, and all street and sidewalk improvements for which the Developer is responsible under this ordinance.

Section 10. ERRORS, OMISSIONS, AND POSSIBLE FUTURE REVISIONS TO THE PUD. After final approval of this ordinance, the Mayor and the Developer shall execute a development order, to be signed by both parties. The Development Order shall encompass the PUD Development Plan that includes the plans and drawings referenced herein as well as the requirements of this ordinance pertaining to the

development of the subject property, including any additional plans, plan revisions, and permits. The Development Order shall also encompass the requirements of this ordinance as they pertain to the use and maintenance of the subject property after it is developed. This ordinance may be amended from time to time as necessary after review by the Planning Commission and approval by the City Council subsequent to a public hearing. Revisions to plans and drawings required by this ordinance that are determined by the Planning Commission to yield improved or substantially similar quality of results affecting the public, and which affect less than 20% of the site or any approved dimension or quantity by less than 20%, can be approved by majority vote of the Planning Commission without amending the PUD ordinance. Errors and omissions in the Development Order that can be corrected without conflicting with the terms of this ordinance may be corrected without amending this ordinance with the recommendation of the Cleveland Municipal Planning Commission and the signature of the Mayor and the Developer.

Section 11. BINDING UPON OTHERS. This ordinance is a law and not a contract, and as such it is generally binding upon all development and use of property in the PUD6 zoning district and is binding upon City's regulation of these activities in this location. The Development Order required by this ordinance shall be an agreement between City and Developer specifying how the terms of this ordinance are to be carried out. The Development Order shall be binding upon the Developer and its assigns, lessees, tenants, or successors in title. Compliance with this ordinance and Development Order shall be a condition of all deeds, leases, or other instruments that convey a right to own or occupy all or a portion of the subject property for commercial or business purposes. Moreover, it shall be the duty of the Developer to ensure compliance with all terms of this ordinance and the Development Order affecting construction or maintenance. Wherever this ordinance establishes a duty, responsibility, or right for the Developer, the term "Developer" is intended to encompass Batson Cook Development and Warren Commercial Real Estate or any heirs, assigns, or successors in title, or any owners of record of the subject property as of the effective date of this ordinance and their heirs, assigns, or successors in title. The term "Developer" is also intended to include any holding company or other entity established for the ongoing operation and maintenance of the development of the subject property including, but not limited to, common areas, joint use or joint access areas, and undeveloped portions of the property that are intended for development.

Section 12. CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. Where this ordinance is in conflict with existing ordinances with respect to the development of this property the terms of this ordinance shall prevail unless stated otherwise herein. In the event that any portion of this ordinance is determined to be invalid by any court of competent jurisdiction, the remaining portions of this ordinance shall remain in full force and effect. This ordinance shall take effect upon after passage and upon the execution of the development order as described above, the public convenience and necessity requiring it.

Approved this 23rd day of October 2006.

Approved as to form:


L. Harlen Painter, City Attorney


Tom Rowland, Mayor

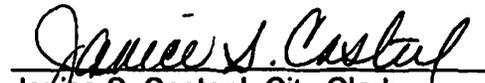
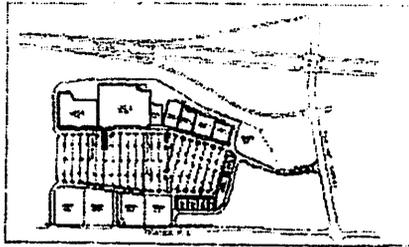

Jayce S. Casteel, City Clerk

EXHIBIT A

PUD DEVELOPMENT PLAN
CLEVELAND TOWNE CENTER
CITY OF CLEVELAND
BRADLEY CO., TENNESSEE

PLATT NUMBER
 S.W. 1/4 SEC. 10, T. 12 N., R. 10 E., S. 10



SHEET INDEX

- 01 - SITE PLAN
- 02 - CONCEPTUAL SITE PLAN
- 03 - CONCEPTUAL SITE PLAN
- 04 - CONCEPTUAL SITE PLAN

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0307

Maple Station
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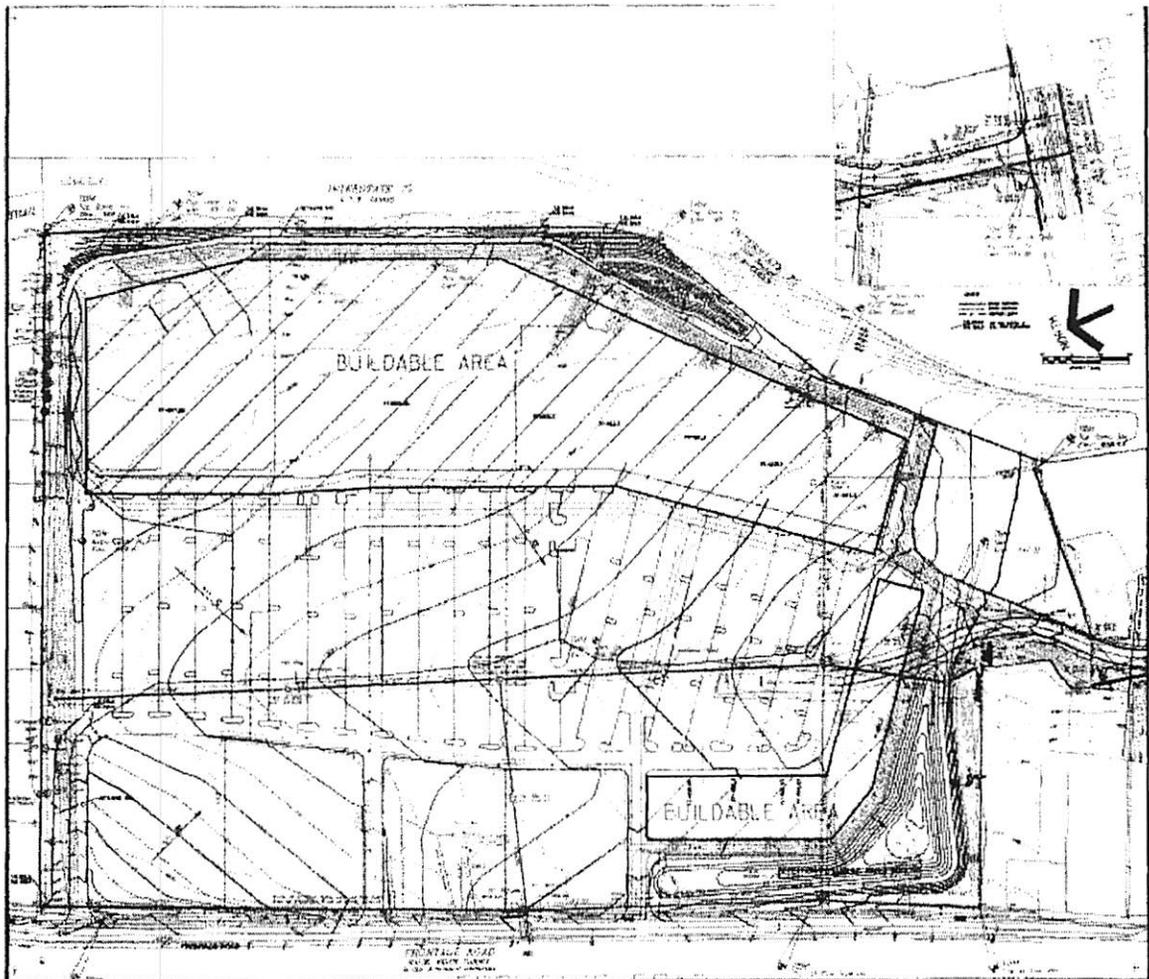
CLEVELAND TOWNE CENTER
 CONCEPTUAL SITE PLAN
 SHEET 01 OF 100

0307

Maple Station
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CLEVELAND TOWNE CENTER
 CONCEPTUAL SITE PLAN
 SHEET 01 OF 100

C0.1



Design Services
 For The Month
 of
 JUNE
 1964
 PROJECT
 INDUSTRIAL
 DEVELOPMENT
 IN
 THE
 CLEVELAND
 TOWN CENTER
 AREA
 PREPARED BY
 GEORGE S. AND
 PATRICK J. PETERSON
 ENGINEERS
 1000
 CLEVELAND
 TOWN CENTER
 CLEVELAND, OHIO 44114

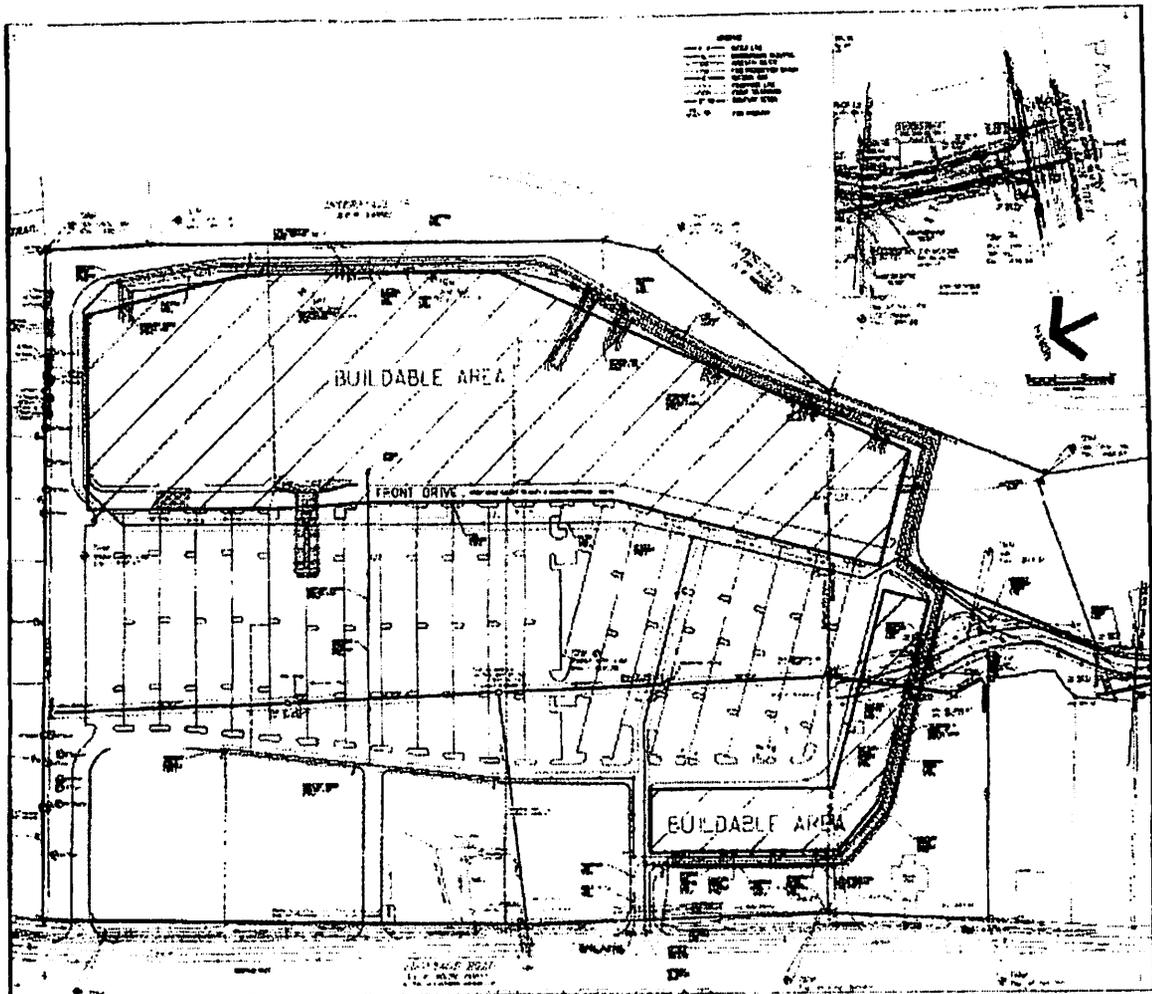
CLEVELAND TOWN CENTER
 CITY OF CLEVELAND
 DEPARTMENT OF PUBLIC WORKS
 1000
 CLEVELAND TOWN CENTER
 CLEVELAND, OHIO 44114



REVISION

NO.	DATE	DESCRIPTION

P.E. BELMONT
 1000 CLEVELAND TOWN CENTER
C31
 50- 642



- 1. 1/2" = 1' - 0"
- 2. 1/4" = 1' - 0"
- 3. 1/8" = 1' - 0"
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GENERAL SERVICES
 CITY OF CLEVELAND

- ARCHITECT
- ENGINEER
- PLUMBER
- ELECTRICIAN
- Mechanical
- Structural
- Interior
- Exterior
- Site
- Transportation
- Water
- Sewer
- Sanitary
- Storm
- Highway
- Public Works
- Police
- Fire
- Public Safety
- Public Health
- Public Welfare
- Public Education
- Public Administration
- Public Utilities
- Public Buildings
- Public Parks
- Public Recreation
- Public Transportation
- Public Works
- Public Safety
- Public Health
- Public Welfare
- Public Education
- Public Administration
- Public Utilities
- Public Buildings
- Public Parks
- Public Recreation
- Public Transportation

PREPARED BY
 CIVIL ENGINEER
 ARCHITECT

CLEVELAND
 TOILET CENTER

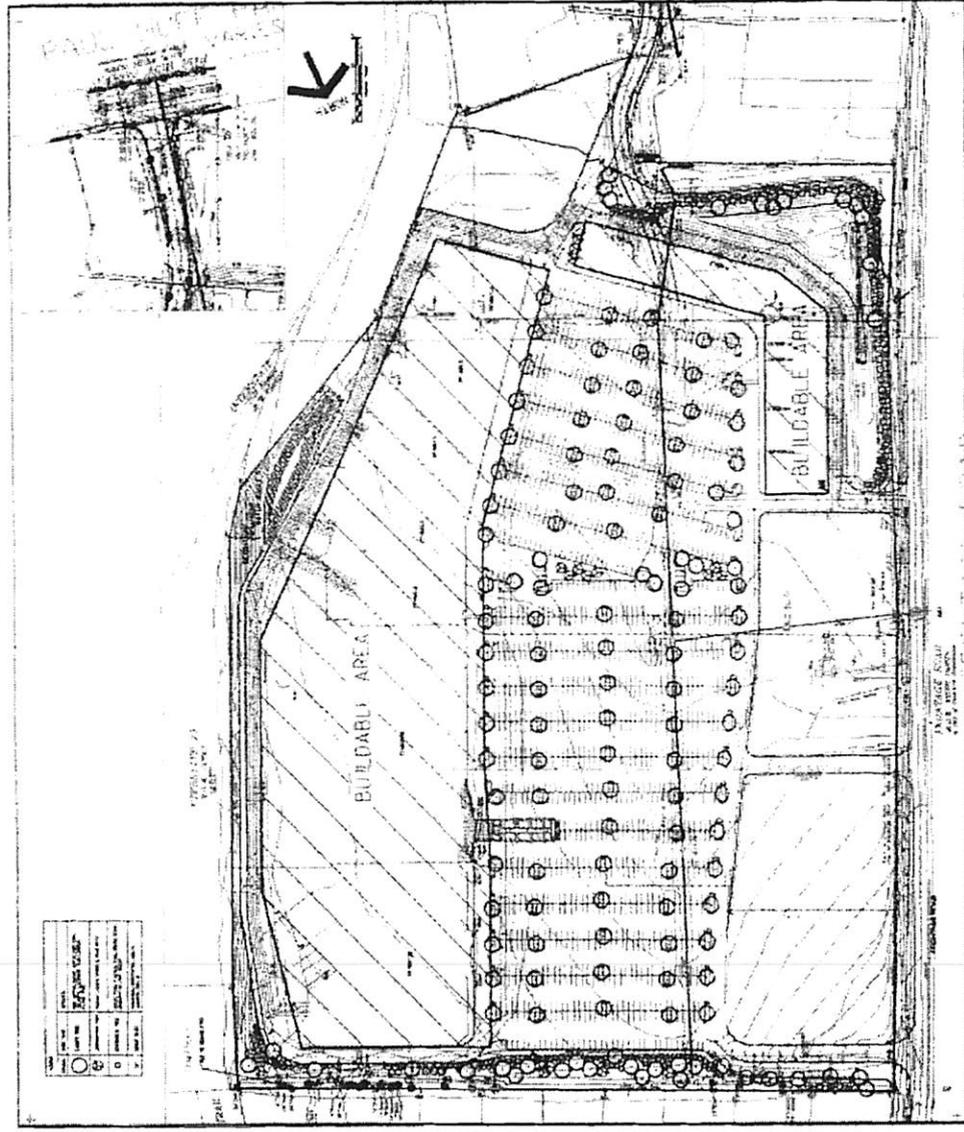
REVISIONS
 DATE
 BY

SCALE
 1/8" = 1'-0"



NO.	DATE	DESCRIPTION

DATE
 12-1-44
 BY
 J.S.P.



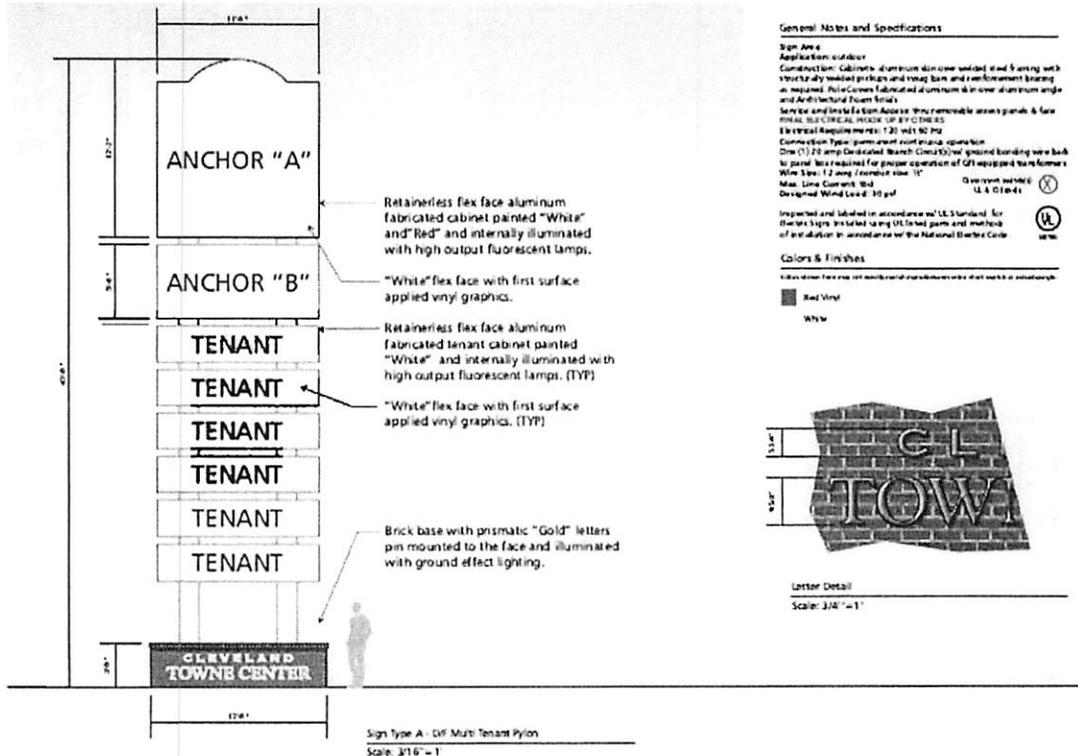
NO.	DATE	DESCRIPTION

1/8" = 1'-0"

12-1-44

J.S.P.

EXHIBIT B



General Notes and Specifications

Sign App 4
 Application: Outdoor
 Construction: Cabinet aluminum skin over welded steel framing with structurally modified profiles and tray bar and reinforcement bracing as required. Sign Cabinet fabricated of aluminum skin over aluminum angle and Architectural Foam Insul.
 Service and Installation Access: Any removable access panels & face plates, HAZARDOUS, UNLESS OTHERWISE SPECIFIED.
 Electrical Requirements: 120 volt 60 Hz
 Connection Type: permanent and electric operation
 One (1) 1/2 amp Circuit Breaker (CB) per ground bonding wire back to panel is required for proper operation of GFI equipped transformers
 Wire Size: 12 awg (minimum size 12)
 Max. Line Current: 10A
 Designated Wind Load: 30 psf
 UL 919 (UL 919-4)

Colors & Finishes

Refer to color chart for material color and finish. All colors are to be matched to the color chart.

Red Vinyl
 White



Letter Detail
 Scale: 3/16" = 1"

DAYVE BIRDS
 1121 Industrial Access Road
 Birmingham, AL 35216
 770.912.0033
 770.912.0034 Fax
 www.dayvebirds.com

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Professional Designation
 Brian Clark, Registered Professional Engineer

Project:
 Cleveland Towne Center

Project Manager:
 Brian Clark

Est. Number:
 200605

Designer:
 WCB

Checker:
 JS

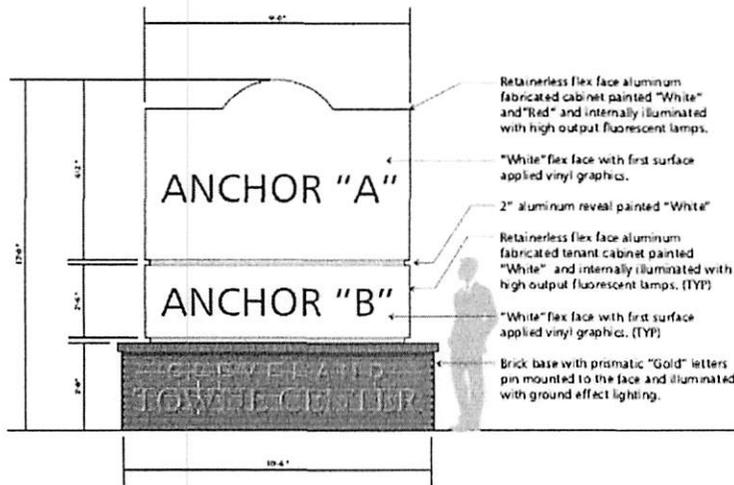
Date:
 8/17/2006

Project:
 Professional Seal

Scale:
 3/16" = 1'

Customer Signature
 of Approval

Concept
 Preliminary
 Survey Needed
 Production



Secondary Monument Sign
Scale: 3/16" = 1'

General Notes and Specifications

Sign Area:
Application: exterior
Construction: Cabinet: aluminum 1/2" clear anodized steel framing with 1/4" thick clear acrylic panels and 1/2" thick clear anodized aluminum backing as required. Post Covers: fabricated aluminum 1/2" clear anodized anodized and Arid's bonded Form Panels
Service and Installation: All work shall be done in accordance with the NATIONAL ELECTRICAL CODE (NEC) BY THE I.E.E.E.
Electrical Requirements: 120 volt 60 Hz
Connection Type: permanent and basic operation
One (1) 20 amp Double Pole Circuit Breaker ground bonding as a back up panel box required for proper operation of GFI equipped terminals
Wire Size: 12 awg / conduit size: 7/8"
Max. Line Current: 20
Designed Wind Load: 30 psf
Clearance: minimum 18" & 6" clear
UL Listed

Colors & Finishes

Colors and finishes shall be as specified in the schedule of materials and finishes.

- Red Vinyl
- White



Letter Detail
Scale: 3/16" = 1'

DENYER SIGNS
1611 Industrial Access Road
Birmingham, GA 30116
770 442 2000
770 442 2000 Fax
www.denyersigns.com

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Management Company:
Denyer Signs, Inc.

Supplier:
Denyer Signs, Inc.

Project Information:
Project Name:
2006

Design:
1

Date:
8/17/2006

Author:
Secondary 1 of 1

Scale:
As Shown

Customer Signature:
[Signature]

Concept
Preliminary
Survey Needed
Production

1st READING 9-11-17 pg. 611
FINAL READING 9-25-17 pg. 614
MINUTE BOOK # 28

ORDINANCE NO: 2017-48

AN ORDINANCE OF THE OF THE CITY OF CLEVELAND, TENNESSEE AMENDING THE CLEVELAND MUNICIPAL CODE TITLE 14 CHAPTER 2 SO AS TO AMEND THE PUD 6 ZONING DISTRICT ESTABLISHED BY ORDINANCE 2016-43 BY AMENDING VARIOUS PROVISIONS SO AS TO ALTER THE SIGNAGE REQUIREMENTS AND RETAINING ALL OTHER FEATURES OF ORDINANCE 2016-43 IN FULL FORCE AND EFFECT.

WHEREAS the City of Cleveland, Tennessee, hereinafter "City", desires orderly land development in furtherance of the public welfare and has adopted the Planned Unit Development, hereinafter "PUD", process as an alternative development standard whereby to accomplish such development; and

WHEREAS the City zoned certain property as PUD6 by Ordinance 2006-43 which Ordinance is attached hereto and incorporated herein as Exhibit 1, which ordinance contains the PUD 6 zoning district and standards and conditions for the development, operation, and maintenance of the property; and

WHEREAS, at its meeting on August 15, 2017 the Cleveland Municipal Planning Commission recommended additional changes to Ordinance 2016-43 to address changes in PUDS sought by the current owner(s), and the City Council desires to approve those changes.

NOW THEREFORE BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF CLEVELAND, IN REGULAR SESSION ASSEMBLED.

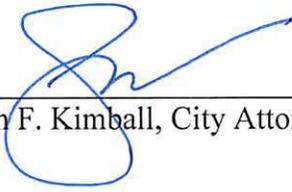
Section 1: Section 6c of Ordinance Number 2006-43, which established the PUD 6 Zoning District, is hereby replaced with the following language:

Section 6: CONSTRUCTION, OPERATION AND MAINTNEANCE PERMITTED USES.

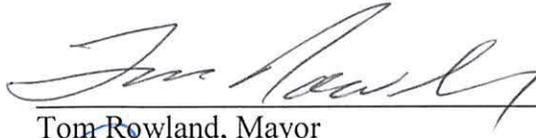
C. SIGNAGE. The shopping center (excluding outlots) will have three common signs: one located adjacent to the interstate ROW of a billboard design not to exceed 120' in height and 1200 square feet in sign area. The other common signs include one located at the drive entrance at Paul Huff Parkway and one along a drive entrance at the Frontage Road (both consistent with exhibit B in ordinance 2006-43). Each outlot shall have one double-sided pylon sign not to exceed a height of 40 (forty) feet and a size of 150 (one hundred fifty) square feet per side. (See attached exhibit). Each tenant in the shopping center and outlots shall have the right to attach building signs to the front, sides, or rear of the building. Tenant signs attached to the buildings shall not exceed 80% of the wall length or be larger than 40% of the wall area. No sign shall be mounted on the roof. Portable signs, inflatable advertising devices, strobe lights, and other advertising devices characterized by motion, flashing light, or high-intensity light are prohibited. Except when located within 20 feet of a permanent building, no banner, flag, pennant, temporary sign, or merchandise display shall be located within 100 feet of any public right-of-way. Driveway entrance and exit signs not exceeding 2 sf each shall be permitted on outlots.

Section 2: This Ordinance shall take effect on final reading, the public welfare requiring it.

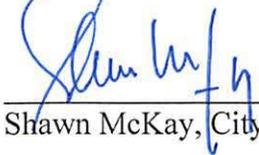
APPROVED AS TO FORM:



John F. Kimball, City Attorney



Tom Rowland, Mayor



Shawn McKay, City Clerk