

*****MARCH 24, 2003*****

The Town Council of the Town of Signal Mountain held a special called meeting on Monday, March 24, 2003, at 7:00 p.m. in the Town Hall. Those present were:

Mayor James H. Althaus
 Vice-Mayor William O. Leonard
 Councilmember Robert E. White, II
 Councilmember Stephen Ruffin

Also present were:

Town Manager Hershel Dick
 Town Recorder Diana Campbell
 Town Attorney Phil Noblett
 See list attached for additional people

The Mayor called the meeting to order and the Town Recorder called the roll.

The Mayor explained that the Council meeting for the evening was principally to have a public hearing to give the public a chance to ask questions and to express anything they wished to express on a proposed settlement agreement on the lawsuit with Tabb, LLC. He noted that the Council wanted to explain to the citizens what was being proposed. He further pointed out that the Chancellor had ruled against the Town and had indicated that barring a settlement between the parties, a court date of June 23, 2003, had been set for an assessment of damages.

Next, Attorney Bob Lype, representing Tabb, LLC, presented several maps showing the location of the lot on Ridgeway Avenue and Palisades Drive. He explained Tabb, LLC, proposed to put a CVS Pharmacy on the lot. He noted they would be putting the building completely on the lot zoned commercial. He explained they were asking for a special permit to allow about 20 parking spaces on the adjacent residential lot that they owned. He presented a site plan and landscape plan. He explained that the trees and shrubs would be full size in three years. He noted that the buildings would have the same setbacks from the roads as the other buildings across Palisades. He informed the citizens that Tabb, LLC, would donate a portion of a residential lot adjacent to the commercial property to the Town. He talked about a traffic study that Tabb, LLC, had prepared. Mr. Lype discussed the proposed pharmacy in detail.

Attorney Phil Noblett gave a history of the lawsuit. He noted that the case was first turned over to him on June 8, 1998. He explained the Sections 815 and 1200.05 of the Zoning Ordinance that were in effect at the time and how they played a part in the lawsuit. He informed the citizens of ruling by the Chancellor in January, 2003, of a summary judgment for the Tabb, LLC. He read from parts of the ruling. Next, he went through 15 points that had come up in the settlement discussions. He explained how each point would be handled.

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Next, the Mayor opened the meeting to questions from the citizens. After a lengthy question, answers and comment session, the Councilmember Ruffin called for a vote by roll call. The Town Recorder called the roll and the responses were as follows:

Councilmember White	Yes
Councilmember Ruffin	No
Mayor Althaus	Yes
Vice-Mayor Leonard	Yes

There being no further business before the Council, the meeting was adjourned.


Town Recorder


James H. Althaus, Mayor

List of additional people in attendance attached.

RESOLUTION NO. R2003-3

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO ENTER INTO A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF SIGNAL MOUNTAIN, THE SIGNAL MOUNTAIN TOWN COUNCIL AND TABB LLC.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor is authorized to enter into a settlement agreement between the Town of Signal Mountain, the Signal Mountain Town Council and Tabb LLC, which is attached hereto and made a part hereof by reference.



MAYOR



RECORDER

March 24, 2003
DATE

March 24, 2003
DATE

PAN/kac

**SETTLEMENT AGREEMENT BETWEEN THE TOWN OF SIGNAL MOUNTAIN,
THE SIGNAL MOUNTAIN TOWN COUNCIL AND TABB,LLC**

WHEREAS, Tabb, LLC filed a lawsuit against the Town of Signal Mountain, Tennessee and the Signal Mountain Town Council in the Chancery Court of Hamilton County, Tennessee, Case Number 99-0185, challenging the amendment of the Signal Mountain Zoning Ordinance as it effects an .8 acre commercial lot fronting Taft Highway owned by Tabb, LLC and a larger residential tract adjacent to that property; and

WHEREAS, the parties have mediated this dispute at the request of Chancellor W. Frank Brown, III, and have litigated this matter on summary judgment motions before the Chancellor after which both parties desire to enter into a Settlement Agreement to resolve all pending and/or anticipated future litigation regarding the development of the Tabb property at this location;

NOW, THEREFORE, in an attempt to compromise disputed claims regarding the amendment of the Zoning Ordinance of the Town of Signal Mountain in January of 1999 and any dispute as to the contractual rights of the parties based upon a Settlement Agreement in the case of Signal Mountain v. Tabb, LLC, Case No. 98-C-0975 in the Circuit Court of Hamilton County, Tennessee dated June 8, 1998, regarding the permissible uses of the Highway Commercial zoned property and adjoining residential lots owned by Tabb, LLC, including any and all claims or defenses which are or could have been asserted in the pending lawsuit entitled Tabb, LLC v. Town of Signal Mountain, Tennessee and the Signal Mountain Town Council, Case Number 99-0185, Part I, all parties to this Agreement deny any liability and have entered into this Settlement Agreement in an attempt to compromise this matter, release each other from any and all other claims and to avoid future litigation costs associated with this matter. This compromise is not to be construed as an admission of liability on the part of any party or parties

to this Settlement Agreement but is merely an attempt to end this matter by agreement. In accordance with these terms and conditions, the parties hereby agree as follows:

1. Tabb, LLC has presented a site plan by Tabb, LLC as developer, dated March 24, 2003, which contains specific dimensions and detailed plans for the location of a proposed CVS Pharmacy (or an Eckerd's or Walgreen's pharmacy, as set forth in Paragraph 7, below; all references herein to a "CVS Pharmacy" shall only be construed to include references to an Eckerd's or Walgreen's pharmacy, in the alternative) on the .8 of an acre triangular shaped lot, currently zoned Highway Commercial by the Town of Signal Mountain. The site plans further propose to use certain property currently zoned as Low Density Residential in the amount of approximately .482 acres for parking, screening buffers, access to Palisades Drive for this development, and for storm water retention/detention in connection with the proposed CVS Pharmacy which is clearly shown on the site plan attached as Exhibit 1 to this Agreement. Tabb, LLC agrees that no portion of the proposed 10,125 square foot commercial CVS Pharmacy building shall be built on any property currently zoned as Low Density Residential.

2. All development by Tabb, LLC shall further be required to comply with the provisions of former Signal Mountain Zoning Ordinance provisions 815 and 1200.05 as have been determined to be applicable to this development by the Memorandum Opinion and Order of Chancellor Frank M. Brown, III in Tabb, LLC v. Town of Signal Mountain, et al. dated January 30, 2003 which is attached as Exhibit 2 to this Settlement Agreement. Copies of former Signal Mountain Zoning Ordinance provisions 815 and 1200.05 as they existed on June 8, 1998 are attached as Exhibit 3 to this Settlement Agreement.

3. Tabb, LLC has further provided specific building heights, grading depths, lighting and landscape plans for the proposed 10,125 square foot CVS Pharmacy for this project. Tabb, LLC

agrees that the CVS Pharmacy shall be constructed in compliance with the site plan concerning specific landscape buffers around parking areas, building dimensions, building setbacks, access, parking lot dimensions and/or storm water retention areas, and in all other respects as shown on the site plan attached as Exhibit 1 and/or the Landscape Plan of Lisa C. Dragoo, Landscape Architect, which is attached hereto as Exhibit 4 to this Settlement Agreement. All Landscape plantings within this development shall be approved by a Landscape Architect or Urban Forester acceptable to the Town of Signal Mountain and all such plantings shall mature to appropriate size within three (3) years of installation as referenced on the Landscape Plan attached as Exhibit 4 to this Settlement Agreement. Tabb, LLC further agrees to pay the costs of any additional landscaping approved by the Landscape Architect or Urban Forester within the median strip between Palisades Drive and East Palisades Drive following written permission of the Town of Signal Mountain. All such plantings shall mature to appropriate size within three (3) years of installation as required above.

4. Tabb, LLC has further provided an artist rendering of the proposed CVS Pharmacy on this location which is attached as Exhibit 5 to this Settlement Agreement.

5. The Town of Signal Mountain has further been provided with a survey by Hopkins Surveying Group, Inc. dated February 25, 2002, including a proposed dedication of approximately 0.908 acres by Tabb, LLC to the Town of Signal Mountain which shall be designated as a public park by the Town of Signal Mountain on its Zoning Plans for future development in order to buffer any incompatible use from the Tabb properties to adjoining landowners and to prevent further intrusion into the residentially zoned community through development of the Tabb property. A copy of this survey is attached as Exhibit 6 to this Settlement Agreement.

6. Pursuant to this Settlement Agreement and in order to resolve all future litigation between the parties, and to resolve any and all disputes between the parties concerning the repeal of Sections 1200.05 and 815 of the Signal Mountain Zoning Ordinance and/or concerning the contractual rights of Tabb, LLC to develop its property under those zoning ordinance provisions pursuant to a Settlement Agreement with the Town of Signal Mountain dated June 8, 1998 in the case of Signal Mountain v. Tabb, LLC, Case No. 98-C-0975 in the Circuit Court of Hamilton County, Tennessee, Tabb, LLC agrees to construct its proposed development of a CVS , Eckerds or Walgreens Pharmacy with all of the referenced landscaping buffers, storm water retention, access, setbacks and locations of parking facilities as are clearly referenced on Exhibits 1, 4,5 and 6 to this Agreement in the manner as would have been required under Section 1200.05 of the Zoning Ordinance which was in effect on December 31, 1998. Tabb, LLC further agrees to construct a sidewalk along the right-of-way of Palisades Drive throughout any property owned by Tabb, LLC as part of this development to the satisfaction of the Town Engineer and as required by Town building codes.

7. Tabb, LLC agrees that it, its successors or assigns, or any subsequent leaseholder or property owner may only construct a building to be utilized as a CVS, Eckerds or Walgreens Pharmacy, utilizing the same site plans provided to date and that the Town Council for the Town of Signal Mountain will only approve such plans for a CVS, Eckerds, or Walgreens Pharmacy in accordance with the previous Sections 1200.05 and 815 of the Signal Mountain Zoning Ordinance, and contingent upon the approval and granting of any necessary variances required by the Signal Mountain Board of Zoning Appeals for the above-referenced property.

8. In the event that any change in the use of the property authorized by this Agreement for a CVS, Eckerds, or Walgreens Pharmacy occurs while this property is owned by Tabb, LLC

or its successors or assigns, the Town Council for the Town of Signal Mountain may revoke permission for off-street parking required by any other commercial use on the Highway Commercial zoned property. These parties specifically agree that permission for off-street parking on the Low Density Residential zoned property is conditional upon its use as a CVS, Eckerds, or Walgreens Pharmacy and such permission can be revoked by the Town Council at any time by written notice if a change occurs in the use of this property for any use other than a CVS, Eckerds, or Walgreens Pharmacy. This conditional use shall run with the land and shall be referenced on any future deeds of the subject property by Tabb, LLC. Any other use of the Highway Commercial zoned lot or the Low Density Residential property of Tabb, LLC or its successors and assigns will have to be in full compliance with the Signal Mountain Zoning Ordinance as it existed following the repeal of Section 1200.05 on January 11, 1999 and no commercial parking of vehicles within any Low Density Residential zone shall be permitted to continue for any other use without express permission by resolution of the Signal Mountain Town Council.

9. Any new development by Tabb, LLC or its successors and assigns on the property referenced in Exhibits 1, 4,5, and 6 (other than any CVS Pharmacy Development referenced herein) shall comply with the applicable Ordinances of the Town of Signal Mountain at the time such development occurs, other than the express permission under this Agreement which allows parking on the portions of Low Density Residential zoned property in accordance with the Memorandum and Opinion of Chancellor Brown dated January 24, 2003 attached as Exhibit 2 and the provisions of 815 and 1200.05 of the Signal Mountain Zoning Ordinance in effect on June 8, 1998 attached as Exhibit 3, but only within the boundaries shown on Exhibits 1, 4 and 6. Tabb, LLC agrees that it will comply with all other applicable zoning, sign ordinance, design

review, landscaping, storm water or other applicable building code provisions of the Town of Signal Mountain which are applicable to other property owners on the date of execution of this Settlement Agreement. All lighting of the parking lots constructed by Tabb, LLC shall be subject to the review of the Design Review Commission for the Town of Signal Mountain. Lighting for the parking lots shall be installed to specifically limit intrusion into nearby residential neighborhoods and to a lumen intensity which is acceptable for commercial parking adjacent to residential properties under the Design Review Commission regulations or applicable regulations.

10. Pursuant to this Settlement Agreement, Tabb, LLC shall deed the tract of approximately 0.908 acres as shown on the Hopkins Surveying Group, Inc., in the plat dated February 25, 2002 and attached as Exhibit 6, to the Town of Signal Mountain to be dedicated as a public park for the future benefit of all citizens of the Town of Signal Mountain. Tabb, LLC shall retain an easement for ingress and egress to its property adjacent to Taft Highway upon the property to be deeded by Tabb, LLC to the Town for access to Taft Highway in the event a traffic light is installed at the intersection of Taft Highway and Signal Mountain Boulevard. Tabb, LLC agrees to pay the cost of any traffic light or traffic control device on Palisades Drive, at the location of the access to the CVS Pharmacy development, if determined to be necessary for safe traffic flow into and from this development by the State Traffic Engineer.

11. Tabb, LLC further agrees that in the event that it or its successors or assigns attempt to rezone this property or market and/or lease this property for any use other than the proposed CVS, Eckerds, or Walgreens Pharmacy development, this conditional use of residential property for commercial parking shall become null and void and all future development, including all parking for such changed use will have to be removed or reconstructed in accordance with the

applicable provisions of the Signal Mountain Zoning Ordinance which are in effect at the time such usage changes following the repeal of Sections 815 and 1200.05.

12. Tabb, LLC and/or its successors or assigns as the developer of the property shall bear all expenses in connection with construction of any retaining walls, storm water retention ponds and landscaping proposals shown on Exhibits 1, 4, and 5. Tabb, LLC agrees that only one curb cut will be permitted on Taft Highway and one curb cut will be allowed on Palisades Drive the final location of which is subject to final approval of the Town Engineer; provided, however, that if in the future a traffic light is installed at the intersection of Taft Highway and Signal Mountain Boulevard, then Tabb, LLC, its successors or assigns will be permitted to install a new curb cut at such location, at their option and sole expense, in order to take advantage of the location of such traffic light.

13. Pursuant to this Settlement Agreement, Tabb, LLC agrees to voluntarily dismiss its case styled Tabb, LLC v. Town of Signal Mountain, Tennessee and Signal Mountain Town Council, Case No. 99-0185 in the Chancery Court of Hamilton County, Tennessee, Part I, conditioned upon the development of the Tabb properties in accordance with the terms of this Settlement Agreement and the granting of all necessary permits, variances, and other rights by the Town of Signal Mountain and its administrative and other bodies and commissions. In the event Tabb, LLC is denied any necessary permission to complete this development by any board, body or commission of the Town of Signal Mountain, then Tabb, LLC shall have and maintain the right to reinstate its above-referenced civil action, and the Town of Signal Mountain agrees that in such event it shall not make any objection to the reinstatement of such civil action within one (1) year of the date of this Agreement, but instead will take all steps reasonably necessary to permit such reinstatement and advance this case for trial on the Court's docket. Both parties

agree to be responsible for their own expenses incurred in this litigation through the date of dismissal referenced herein, and both parties waive any claims for damages, discretionary costs, or attorneys' fees pursuant to Rule 54 of the Tennessee Rules of Civil Procedure and/or any other potential claims for attorneys' fees or costs, through the date of the dismissal referenced herein.

14. All costs for completion of the proposed CVS, Eckerds, or Walgreens Pharmacy development by Tabb, LLC in accordance with Exhibits 1, 2, 3, 4, 5 and 6, including any costs associated with the movement of the existing sewer line located on the .8 acre commercial lot, will be performed in accordance with the applicable building codes adopted by the Town of Signal Mountain. The Hamilton County Water and Wastewater Treatment Authority shall receive an appropriate maintenance agreement from Tabb, LLC, its successors or assigns for any portion of the existing sewer line which is required to be moved pursuant to this development. Tabb, LLC and its successors and assigns further agrees to move the existing sewer line and sign any and all necessary documents for a sewer line maintenance easement as requested by the Hamilton County Water and Wastewater Treatment Authority concerning any necessary sewer line relocation at no additional cost to the Town of Signal Mountain.

15. The parties to this Agreement hereby declare and represent that no promise, inducement or agreement not herein expressed has been made and that this Settlement Agreement contains the entire agreement between the parties hereto and that the terms of this Settlement Agreement are contractual and not a mere recital. The parties to this Agreement further release each other from any further liability for any claims or damages which were or could have been brought in the case of Tabb, LLC v. Town of Signal Mountain, Tennessee and Signal Mountain Town Council, Case No. 99-0185 in the Chancery Court of Hamilton County, Tennessee and agree to hold harmless and indemnify each other against any and all claims or

damages which arose or could have arisen out of this matter prior to the date this Settlement Agreement is executed by all parties provided that development is allowed in accordance with the terms of this Settlement Agreement. It is further provided that such releases will be revoked and of no effect if it should become necessary for Tabb, LLC to reinstate its dismissed civil action against the Town of Signal Mountain, under the circumstances set forth in Paragraph 13, above. All expenses and costs of court in this litigation shall be paid in full accordance with the terms of this Settlement Agreement and no party shall file any additional action on this matter except for a declaratory judgment action to declare the rights of the parties under this Settlement Agreement, or for construction of any terms of this Settlement Agreement for which the Court may award attorneys fees and costs to any party in material breach of the terms of this Settlement Agreement.

[THE REMINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, THE UNDERSIGNED CERTIFY THAT THEY HAVE
READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
AND CERTIFY THAT THEY FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Signed and sealed on this 3/ day of MARCH, 2003.

Company TABB, LLC, a Tennessee Limited Liability
By: *Stephen R. Tabb*
STEPHEN R. TABB, Managing Member

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

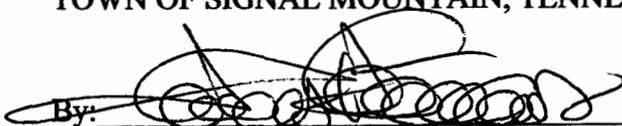
Before me a Notary Public of the State and County aforesaid, personally appeared
STEPHEN R. TABB, Managing Member of Tabb, LLC, a Tennessee Limited Liability
Company, to me known to be the person herein named and who has executed the foregoing
Settlement Agreement on behalf of Tabb, LLC, and who acknowledged that he has read the
foregoing Settlement Agreement and understands the contents thereof and that he has voluntarily
executed the same with the understanding that it is binding on Tabb, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal.

Christina A. Sucker
NOTARY PUBLIC

My commission expires: 3/25/00

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

By: 
JAMES H. ALTHAUS, Mayor

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me a Notary Public of the State and County aforesaid, personally appeared JAMES H. ALTHAUS, Mayor of the Town of Signal Mountain, Tennessee to me known to be the person herein named and who has executed the foregoing Settlement Agreement as Mayor of the Town of Signal Mountain, Tennessee, and who acknowledged that he has read the foregoing Settlement Agreement and understands the contents thereof and that he has voluntarily executed the same as binding on the Town of Signal Mountain, Tennessee.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal.


NOTARY PUBLIC

My commission expires: March 2, 2004

10543
THE PRESTON PHILLIPS PARTNERSHIP, INC.
ARCHITECTS ENGINEERS
 A GEORGIA CORPORATION
 COMMERCIAL
 MULTI-FAMILY
 INTERIORS

5000 Central Park West
 Atlanta, Georgia 30328
 TEL: 770 596-8752
 FAX: 770 596-7181

CONSULTANT:

SCALE:

CVS
pharmacy

STORE NUMBER: 1289
 7477 HEMAT PALISADES DRIVE
 SEWELL, HOUSTON, TX

DEVELOPER:

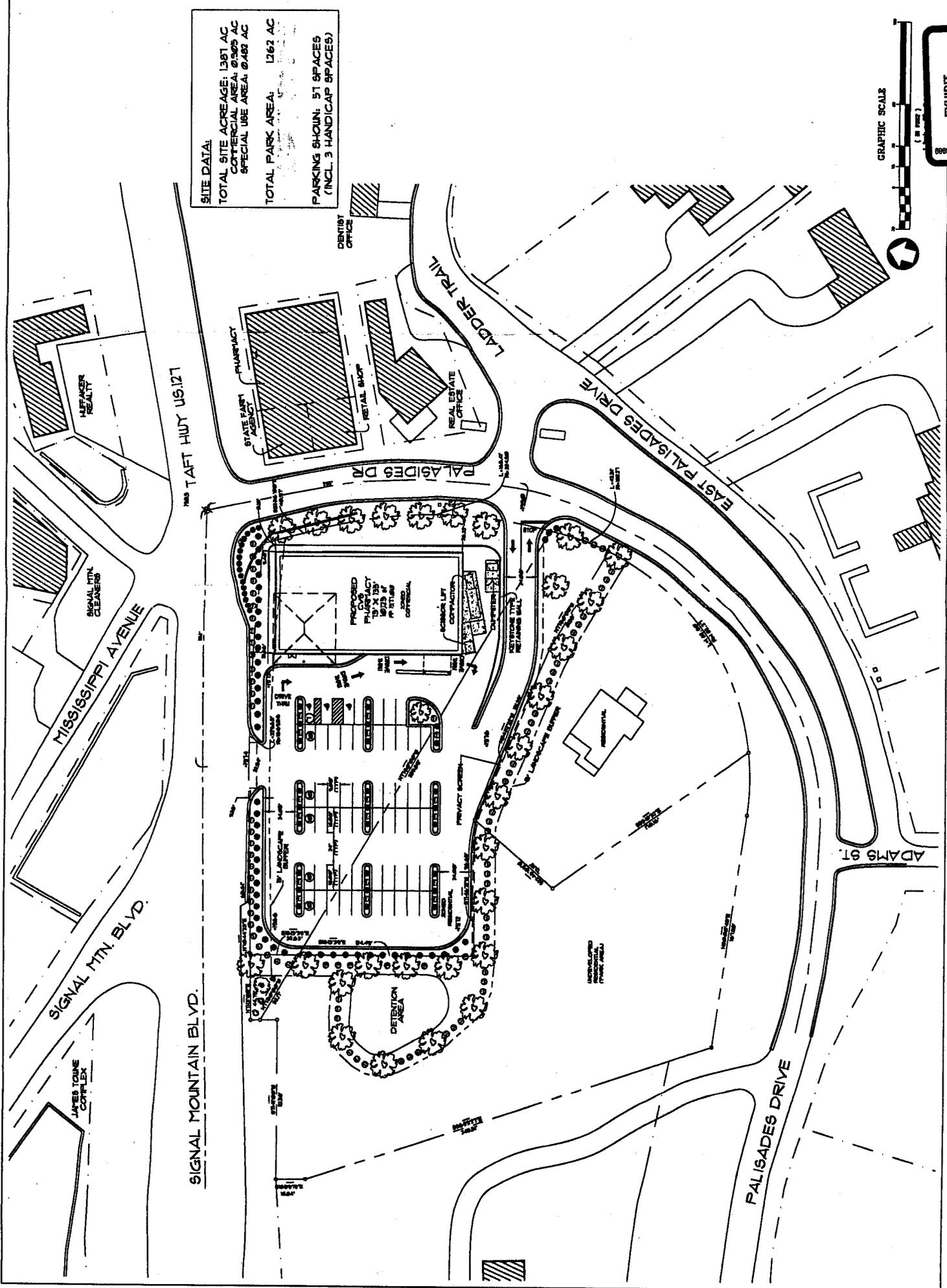
TAKES LLC
 10000 LAKE RESORT TERRACE
 1735
 CHELSEA, IN 47440
 TEL: (765) 871-3668
 FAX: (765) 871-1885

REVISIONS:

LAYOUT CORRECTED
 PLANNING PER
 DRAWING SET
 DATE: 18 NOVEMBER 1998
 JOB NUMBER: 10543
 TITLE:

SHEET NUMBER: **SK-1**
 CONTENTS: PRELIMINARY ONLY

SITE DATA:
 TOTAL SITE ACREAGE: 1381 AC
 COMMERCIAL AREA: 0.505 AC
 SPECIAL USE AREA: 0.481 AC
 TOTAL PARK AREA: 1262 AC
 PARKING SHOWN: 51 SPACES
 (INCL. 3 HANDICAP SPACES)



GRAPHIC SCALE
 (1" = 100')

EXHIBIT

ENCLOSURE 800-631-0888

IN THE CHANCERY COURT FOR HAMILTON COUNTY, TENNESSEE

TABB, LLC,)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF SIGNAL MOUNTAIN,)
 TENNESSEE and the SIGNAL)
 MOUNTAIN TOWN COUNCIL,)
)
 Defendants.)

Case No. 99-0185

PART I

FILED

2003 JAN 30 PM 1:58

S. LEE AVERS, C. & M.

BY SA / CA / D.C. & M.

MEMORANDUM OPINION AND ORDER

This cause is before the court on Plaintiff's Motion for Partial Summary Judgment. The parties argued their positions on January 14, 2003. The court took the matter under advisement. The court now issues the following Memorandum Opinion and Order.

I. BACKGROUND FACTS

Plaintiff, Tabb, LLC ("Tabb"), currently owns three separate, adjoining lots located in the Town of Signal Mountain, Tennessee. One of the lots is zoned highway commercial. The other two lots are zoned low-density residential. Over the years Tabb has considered several possibilities for developing the property. These proposals made it to various stages of development. Several were presented to the Signal Mountain Town Council for consideration, but eventually were withdrawn from consideration by Tabb. The first three proposals involved a rezoning of some or all of the lots owned by Tabb. None of the proposals were approved by the Defendants.



The parties' past relationship has been contentious. For example, Tabb used the property for the sale of recreational vehicles ("RV") in 1997 and 1998. The Signal Mountain Council amended the applicable zoning laws by adopting Ordinance No. 98-9 to prohibit RV sales in highway commercial zoned areas. Tabb's use of the property was an existing use and therefore Tabb was able to continue its RV sales. T.C.A. § 13-7-208(b). Tabb even placed old mobile homes on its property to make a point about legal uses of the land.

In response, the Town of Signal Mountain, on May 14, 1998, initiated condemnation proceedings in the Circuit Court for Hamilton County, Tennessee, Case No. 98-C-0975, against the Tabb lot that was zoned highway commercial. The stated purpose of Resolution R98-10 authorizing the condemnation and the lawsuit was the Town's desire to take the commercial lot for a public park. A Settlement Agreement ("Agreement") was reached between Tabb and the Town of Signal Mountain on June 8, 1998. Under the terms of the Agreement, Tabb agreed to withdraw any pending rezoning requests, to cease all attempts to rezone the two low-density residential lots, and to develop the three lots "as presently zoned." Thus, the parties' agreement was broader than the commercial lot and covered Tabb's three lots. Tabb also agreed to cease all RV sales from its property and to abide by Ordinance No. 98-9. The Town of Signal Mountain agreed to voluntarily dismiss without prejudice the petition for condemnation on or before January 1, 1999. The actual dismissal of the condemnation action was entered on February 11, 1999. A copy of the settlement agreement is attached as **Exhibit "1"** to this Opinion and Order.

Later in October of 1998, Tabb brought before the Signal Mountain Town Council a proposal to develop the commercial property as a CVS Pharmacy. While previous plans for

development would have required that the two low-density residential lots be rezoned, the CVS proposal relied on sections 1200.05 and 815 of the Town of Signal Mountain's zoning code.

Section 1200.05 allowed off-street parking on a low-density residential lot if the lot was adjacent to a lot zoned highway commercial and if approval was obtained from the Town Council.

Section 815 allowed a variance from setback requirements if existing buildings were not in compliance with the setback requirements. Thus, no rezoning was requested. Also the balance of the land not used in this project was proposed to be donated to the Town of Signal Mountain.

On October 26, 1998, the Tabb proposal for off street parking was on the agenda and agents for Tabb went to the Town Council Meeting. However, consideration of the issue was postponed pending receipt of further information. While representatives of Tabb and the Town met and swapped information, the Town Council did not consider Tabb's proposal.

In November of 1998, the Town's manager referred to the Signal Mountain Planning Commission the issue of whether the Sections 1200.05 and 815 should be repealed, amended or left as part of the Town's zoning laws. On January 11, 1999, the Town Council repealed zoning code section 1200.05 by Ordinance 99-3. Tabb's proposal was then not considered. The proposal was deemed "moot" due to the repeal of section 1200.05. Section 815 was repealed in April of 1999 or thereafter.

Plaintiff Tabb then filed suit against the Town of Signal Mountain and the Signal Mountain Town Council on February 19, 1999. Tabb alleged that the Defendants had breached the terms of the Settlement Agreement and that their actions in repealing sections 1200.05 and 815 were arbitrary and capricious. Tabb filed suit and requested that this court grant it a declaratory judgment finding that the repeal of the zoning sections is invalid. In the alternative,

Tabb requested a declaratory judgment ordering the Town of Signal Mountain to abide by the terms of the Settlement Agreement and allow it to develop the Tabb property under the zoning code that existed at the time the parties entered into the Settlement Agreement. In turn, the Defendants filed a Motion to Dismiss and/or Strike and a Motion for Partial Summary Judgment. Specifically, the Defendants requested that the court determine that they are entitled to summary judgment on any challenge to the adoption of Ordinance No. 99-3, which repealed section 1200.05. This case was removed to Federal Court and then returned when it was determined that there were no viable issues under the United States Constitution.

This court has previously considered Tabb's Motion for Summary Judgment and motions filed by the Defendants. In a Memorandum Opinion and Order filed May 16, 2002 this court concluded that the Town of Signal Mountain and the Signal Mountain Town Council could repeal section 815 and 1200.05. The Town and Council had the legislative right to repeal these parts of the zoning laws. However, the court also ruled that the Plaintiff could develop the Tabb property in accordance with the zoning regulations that were in place as of the date of the Settlement Agreement, June 8, 1998. The Plaintiff subsequently filed the Motion for Partial Summary Judgment presently before this court. The Plaintiff requests this court to determine that the Defendants have breached the parties' Settlement Agreement by its acts and/or omissions and that the Plaintiff is entitled to damages in an amount to be determined at trial.

II. STANDARD OF REVIEW

Tenn. R. Civ. P. Rule 56 governs motions for summary judgment and provides that the movant must demonstrate that there is no genuine issue of material fact and that the movant is

entitled to judgment as a matter of law. Tenn. R. Civ. P. 56.04. All of the evidence and reasonable inferences from that evidence are to be viewed in the light most favorable to the non-moving party. Byrd v. Hall, 847 S.W.2d 208, 210-11 (Tenn. 1993). Summary judgment is appropriate only if a reasonable person in considering the facts and the inferences drawn from those facts can only reach one result. Robinson v. Omer, 952 S.W.2d 423, 426 (Tenn. 1997).

In order to prevail the moving party must either affirmatively negate an essential element of the non-moving party's claim or conclusively establish an affirmative defense. Staples v. CBL & Associates, Inc., 15 S.W.3d 83, 88 (Tenn. 2000). If the moving party fails to negate a claimed basis for the lawsuit, the non-moving party's burden to produce evidence of a genuine issue of material fact for trial is not triggered and the motion must be denied. *Id.* Once the moving party demonstrates that it has satisfied the requirements of Tenn. R. Civ. P. Rule 56, the non-moving party must demonstrate how these requirements have not been satisfied. Nelson v. Martin, 958 S.W.2d 643, 647 (Tenn. 1997). The non-moving party must convince the trial court that there are sufficient factual disputes to warrant a trial (1) by pointing to evidence either overlooked or ignored by the moving party that creates a factual dispute, (2) by rehabilitating evidence challenged by the moving party, (3) by producing additional evidence that creates a material factual dispute, or (4) by submitting an affidavit in accordance with Tenn. R. Civ. P. 56.07 requesting additional time for discovery. McCarley v. West Quality Food Serv., 960 S.W.2d 585, 588 (Tenn. 1998).

III. DISCUSSION

This court's Memorandum Opinion and Order of May 16, 2002 established that the Plaintiff had the right to develop the Tabb property in accordance with the zoning regulations

that were in place as of the date of the Settlement Agreement, June 8, 1998. This court analyzed the issue as follows:

An agreement of compromise and settlement is merely a contract between the parties. O'Mary v. Protech Builders, Inc., No. E2000-02539-COA-R3-CV, 2001 WL 648924, at *3 (Tenn. Ct. App. May 12, 2001). The interpretation of a settlement agreement, just as a written contract, is a question of law. Id. If a contract can be reasonably interpreted in more than one manner, then the contract is ambiguous. Id. The law and the standard this court must follow in determining whether the Settlement Agreement is ambiguous has been summarized by the Court of Appeals,

Resolving disputes concerning written contracts involves a two-step process. First, as a threshold matter, the court must determine whether the contract is ambiguous. This is a question of law. If the contract is ambiguous, then the finder of fact must ascertain the parties' intentions. If, however, the contract is unambiguous, then construing its meaning and legal effect are questions of the law for the court.

Summary judgments are particularly suited for disposing of purely legal issues. Since the existence of an ambiguity and the construction of an unambiguous contract are legal issues, they are particularly suited for adjudication by summary judgment.

Whether a contract is ambiguous can be determined by applying the following principles. The disputed language should be examined in the context of the entire agreement. The words should be given their usual, natural and ordinary meaning. Contract language is ambiguous when its meaning is uncertain or when it can be fairly construed in more ways than one.

If a contract's language is clear and unambiguous, the courts will interpret the contract according to its terms without going beyond the four corners of the agreement. Neither strained constructions nor disagreements concerning a contract's meaning are sufficient to create ambiguities in an otherwise unambiguous contract.

Anderson v. DTB Corp., 1990 WL 33380, *2-3 (Tenn. Ct. App. March 28, 1990) (citations omitted).

This court has to interpret the contract in a manner that is reasonable. The law of contract interpretation is as follows:

The cardinal rule for interpretation of contracts is to ascertain the intention of the parties and to give effect to that intention consistent with legal principles. In construing contracts, the words expressing the parties' intentions should be given their usual, natural and ordinary meaning. All provisions of a contract should be construed as in harmony with each other, if such construction can be reasonably made, so as to avoid repugnancy between the several provisions of a single contract. If the provisions are repugnant and cannot be reconciled, the first principle clause is controlling and the subsequent provisions repugnant thereto are void and unenforceable.

World Sales, Inc. v. Belz Investment Co., No. 02A01-9212-CH-00345, 1994 WL 8155, *3 (Tenn. Ct. App. Jan. 13, 1994) (citations omitted).

The court has carefully considered the language of the Settlement Agreement and concluded that it is not ambiguous. The only reasonable interpretation of the Settlement Agreement is that Tabb could develop the property under the then existing regulations. After the Settlement Agreement was entered and before sections 1200.05 and 815 were repealed, Tabb presented the Defendants with a development plan that did not require rezoning of the low-density residential lots. The court cannot imagine any party settling a lawsuit with a municipality if the municipality could by legislative action nullify or change the settlement agreement. Further, if the Defendants had wanted or intended to require development to proceed under the regulations in existence at the time development was proposed or approved, then the Defendants could have included simple language that would have addressed such a limitation. A mistaken belief by one party, here the Defendants, as to the meaning of the terms of a settlement agreement, is insufficient to support the conclusion that the Settlement Agreement is ambiguous.

(See Memorandum Opinion and Order of May 16, 2002, pages 10 –14.)

A breach is defined as “[t]he breaking or violating of a law, right, obligation, engagement, or duty, either by commission or omission.” Black’s Law Dictionary 188 (6th ed. 1990). This court’s Memorandum Opinion and Order of May 16, 2002 established that the Plaintiff had the right to develop the Tabb property in accordance with the zoning regulations that were in place as of the date of the Settlement Agreement. Tabb’s October 1998 proposal did

not include a request to rezone the property. When the Plaintiff was prevented from proceeding under the 1998 zoning regulations because of the repeal of section 1200.05, and/or the Council's refusal to make a decision on the Tabb proposal, the Defendants breached the Settlement Agreement. The Town Council had to first approve the use of the adjoining residential property for parking before the proposal could go to the Signal Mountain Board of Zoning Appeals.

┌ The court analogizes this situation to the "grandfather" situation where a person can continue the present use of the property even though zoning amendments have been adopted. The court has ruled that Signal Mountain can change its zoning laws by deleting Sections 1200.05 and 815. However, that change is not effective as to Tabb because the parties agreed to the law in effect at the time of the agreement. Perhaps the court erred in this holding. One court recently held similar action by a government in changing its zoning laws, primarily to affect one person, was illegal. Board of Commissioners of Roane County v. Parker, 88 S.W.3d 916 (Tenn. Ct. App.), perm. app. denied (2002). However, no party has requested the court to reexamine this ruling, which does not affect Tabb. A reasonable person would have to conclude that the Defendants' repeal of §1200.05 was directed to Tabb because, evidently, no one connected with the Defendants knew this section [and §815] existed until the Tabbs found a legal approach to use their property within the Town's existing law. Further, this court must look at this situation in its historical context in which it appears the Defendants have tried to counter every use and/or proposed use of the property and/or move by the Tabbs. ┘

The Defendants have produced much in the way of Affidavits and arguments that the Town Council's members did not understand the effect of 1200.05 and 815 on the future use of the three lots. The members of the Town Council should know the law of the town. The court

does not believe the law holds that each and every section of the zoning laws, building code and/or any other ordinance had to be mentioned by section number or title in the settlement agreement for the settlement agreement to be valid. The laws in effect on June 8, 1998, including §1200.05, are the laws that must apply to Tabb's use of the property. Nothing more – nothing less.

This court takes notice that the Town Council is supposed to have open meetings. The “due process” argument made by the Defendants regarding §1200.05 is rejected. If the Defendants rejected Tabb's application in January of 1999, which apparently happened when the Town Council refused to consider the parking proposal as “moot” due to the repeal of §1200.05, then the Defendants breached the agreement. If the Defendants did not reject Tabb's proposal then, the Defendants' failure to act on the proposal for over thirty-eight (38) months must be considered as a rejection. Either way the Defendants breached the settlement agreement and never did give Tabb a decision on the merits of its application. In effect the Defendants have denied Tabb the use of the property in accordance with its proposal. Further, the Defendants, by not acting and responding to the plan, have prevented Tabb from putting forth any other alternatives to the first (October 1998) proposal. The ability to use one's property in accordance with the law is one of the most fundamental rights that Tennesseans enjoy. This situation is tantamount to the government's taking of property without compensation.]

This court had hoped that the May 16, 2002 Memorandum Opinion and Order would produce an agreement between the parties. This court has always believed that the best solution

to this issue is a political solution. The majority of the present Town Council were not members in 1998. The Town manager is a different person. Perhaps new officials can bring a new, fresh or different view to a problem of long-standing. Courts always welcome settlements between parties. However, if a settlement does not occur, then this court must do its duty to decide legal issues.

┌ Counsel for the Defendants raised the issue of the Open Meetings Law. While he is correct that decisions must be made in public, the Tennessee Supreme Court has held that the Open Meetings Law, T.C.A. § 8-44-101 et seq., does not prevent a public body from meeting in private with its lawyer to discuss pending litigation. Smith County Education Association v. Anderson, 676 S.W.2d 328, 332-35 (Tenn. 1984) and Cooper v. Williamson County Bd. of Educ., 746 S.W.2d 176, 183 (Tenn. 1987), cert. denied, 500 U.S. 916, 111 S. Ct. 2013, 114 L.Ed.2d 100 (1991). Thus counsel for both parties can take advantage of the almost six (6) months left before trial to discuss many settlement options and opportunities. [If the parties cannot formulate options to discuss, then counsel shall report to the court, who can think of several proposals.] └

Thus, under the court's interpretation of the law and applicable facts, the court grants the Plaintiff's Motion for Partial Summary Judgment. The case will be set for trial on June 23, 2003 on the issue of what damages, if any, Tabb is entitled to recover as a result of the Defendants' breach of the settlement agreement.

IV. CONCLUSION

In view of the foregoing, it is **ORDERED** that the Plaintiff's Motion for Partial Summary Judgment **GRANTED**. It is further **ORDERED** that this case is set for hearing on June 23, 2003 at 9:30 a.m. on the issue of damages due Tabb, LLC as a result of the Defendants' breach of the settlement agreement dated June 8, 1998 and any other issues that need to be decided in order that a final, appealable order may be entered.

ENTERED this 30th day of January, 2003.


 W. Frank Brown, III
 Chancellor, Part I

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of this Memorandum Opinion and Order has been placed in the United States Mail addressed to:

Ronald D. Wells, Esq.
 One Central Plaza, Suite 700
 835 Georgia Avenue
 Chattanooga, TN 37402

Mr. Phillip A. Noblett, Esq.
 801 Broad Street, Suite 400
 Chattanooga, TN 37402

Mr. Bob Lype, Esq.
 McKoon, Billings & Gold
 633 Chestnut Street, Suite 1340
 Chattanooga, TN 37450

Mr. Joseph C. Wagner, Esq.
 Wagner, Nelson & Weeks
 1418 First Tennessee Building
 Chattanooga, Tennessee 37402

This the 30th day of January, 2003.

S. Lee Akers, Clerk and Master

By: 
 Deputy Clerk and Master

SETTLEMENT AGREEMENT

WHEREAS, the Town of Signal Mountain, Tennessee has taken legal process to condemn the .8 acre commercial corner of Taft Highway and Palisades Drive owned by Tabb, LLC in order to establish a public park; and

WHEREAS, the concept of a public park at this location is believed by the Town of Signal Mountain, Tennessee to be an appropriate use of this property which is located at the initial entrance to the Signal Mountain community; and

WHEREAS, the Town of Signal Mountain, Tennessee has adopted extensive land use planning ordinances designed to protect existing and future single-family residential areas from encroachment by incompatible land uses; and

WHEREAS, the Town of Signal Mountain, Tennessee has continuously endeavored to prevent commercial, industrial, and multi-family development from impairing the property values of single-family residential areas within the Town; and

WHEREAS, the Tabb family, Tabb, LLC and the Town of Signal Mountain, Tennessee desire to enter into a settlement agreement to resolve all pending and/or anticipated litigation regarding the development of the Tabb property;

NOW, THEREFORE, in an attempt to compromise disputed claims regarding the condemnation and use of this property, including any and all claims or defenses which are or could be asserted in the pending lawsuit entitled Town of Signal Mountain, Tennessee v. Tabb, LLC, a Tennessee Limited Liability Corporation, Case No. 98-C-0975 in the Circuit Court of Hamilton County, Tennessee, which settlement is not to be construed as an admission of liability on the part

of the party or parties to this Settlement Agreement, and that all said parties deny any liability

S. LEE AKERS, C. & M. 1

BY [Signature]
D.C. & M.

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S. LEE AKERS, C. & M.

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therefore and in an attempt to buy their peace, the parties agree as follows:

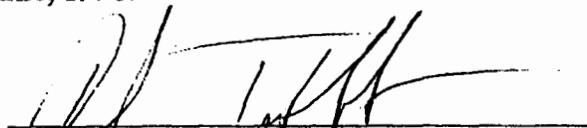
1. The Tabbs will remove all recreational vehicles from their property and agree not to attempt to use it for a similar sales use in violation of Ordinance No. 98-9 (attached) at any time in the future.
2. The Tabbs will cease operation of their current RV sales business at that location and surrender the business license for such use at that location and agree not to seek any business license for a similar use at that location in the future.
3. The Tabbs will present to the Signal Mountain Design Review Commission any plans for development of the current .8 acre tract in full accord with Zoning Ordinance No. 98-9 and other applicable development and building ordinances of the Town of Signal Mountain.
4. The Tabbs and the Town of Signal Mountain fully release and agree to hold each other harmless from any and all claims arising prior to the date of this settlement agreement and neither party will pursue any other remedies in this cause so long as the terms and conditions of this settlement agreement are carried out.
5. The Tabbs agree to withdraw any pending request for rezoning presently before the Signal Mountain Town Council. The Tabbs agree to cease all pending attempts to rezone their properties and will develop them as presently zoned.
6. The Town of Signal Mountain agrees to voluntarily dismiss its petition for condemnation without prejudice on or before January 1, 1999, or earlier if both parties are in mutual agreement that the terms of this settlement agreement will be completed. The Town of Signal Mountain, Tennessee will be responsible for all court costs incurred by it in the filing of this action.
7. All parties will bear their own expenses incurred prior to the date of execution of this settlement agreement, including the traffic study requested by the Town which expense shall be borne by the Tabbs.
8. Any movement of the existing sewer line located on the .8 acre commercial lot will be performed in accordance with applicable building codes and the Town of Signal Mountain shall receive an appropriate maintenance easement from Tabb, LLC for any portion of the existing sewer line which is moved.

The parties to this Agreement hereby declare and represent that no promise, inducement or agreement not herein expressed has been made, and that this settlement agreement contains the entire

agreement between the parties hereto and that the terms of this settlement agreement are contractual and not a mere recital. The parties to this Agreement further agree to hold harmless and indemnify each other against any and all claims which arose or could have arisen out of this condemnation and zoning dispute prior to the date this Settlement Agreement is executed and that all expenses and costs of court to this point will be paid in full in accordance with the terms of this settlement agreement.

IN WITNESS WHEREOF, THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND FULLY UNDERSTAND IT.

Signed and sealed on this 8 day of June, 1998.

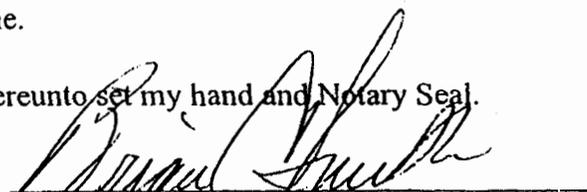


PHILIP TABB

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me a Notary Public of the State and County aforesaid, personally appeared PHILIP TABB, to me known to be the person herein named and who has executed the foregoing release, and who acknowledged that he has read the foregoing release and understands the contents thereof and that he has voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal.



NOTARY PUBLIC

My commission expires: 8-29-98

Stephen R. Tabb
~~STEVE~~ TABB
PHEN

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me a Notary Public of the State and County aforesaid, personally appeared ^{PHEN} ~~STEVE~~ TABB, to me known to be the person herein named and who has executed the foregoing release, and who acknowledged that he has read the foregoing release and understands the contents thereof and that he has voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal.

Richard [Signature]
NOTARY PUBLIC

My commission expires: 8-29-98

TABB, LLC, a Tennessee Limited Liability Corporation

By: Stephen R. Tabb
Title: Manager

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me a Notary Public of the State and County aforesaid, personally appeared STEPHEN TABB, MANAGER to Tabb, LLC, a Tennessee Limited Liability Corporation, to me known to be the person herein named and who has executed the foregoing release, and who acknowledged that he has read the foregoing release and understands the contents thereof and that he has voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal.

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: 8-29-98

**TOWN OF SIGNAL MOUNTAIN,
TENNESSEE**

By: *[Handwritten Signature]*
JAMES H. ALTHAUS, Mayor

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me a Notary Public of the State and County aforesaid, personally appeared **JAMES H. ALTHAUS, Mayor to Town of Signal Mountain, Tennessee** to me known to be the person herein named and who has executed the foregoing release, and who acknowledged that he has read the foregoing release and understands the contents thereof and that he has voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal.

This June 8, 1998

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: 4-3-2002

according to plans and in locations approved by the Board of Zoning Appeals.

813.04 Small storage buildings, not larger than twelve feet by twelve

(3-12-84) feet (12' x 12') and with a maximum height to the low point of the eaves of six feet (6'), may be located in the side and rear yards provided that:

(a) The buildings shall be setback at least five (5') feet from the side and rear lot lines, and

(b) In the case of a corner lot, the accessory building may not project into the side yard adjacent to the street. (3-12-84)

813.05 (a) Ground Mounted Satellite Television Receiving Dishes shall (3-12-84) be set back at least ten (10') feet from all side and rear lot lines. No Ground Mounted Satellite Television Receiving Dishes shall be located in any portion of a front yard.

(b) In the case of a corner lot, the Satellite Dish may not project into the side yard adjacent to the street.

(c) Roof-Mounted Dishes may not exceed three (3') feet in diameter. Multiple Roof-Mounted Dishes may not exceed a total of three (3') feet in diameter per residential structure.

814. Measurement of Front Yard Depth from Future Street Lines:

In any location for which an official highway plan of Hamilton County has been adopted, establishing definite future widths for highways, the front yard depth required in any district shall be measured from the proposed street or highway lines as shown upon the official highway maps, instead of from the front lot line as described in the regulations for the several districts.

815. Front Yard Depths Determined by Adjoining Development:

If forty (40) percent or more of the frontage on a street or road between two (2) intersecting streets or roads, one thousand three hundred and twenty (1320) feet or less apart, or within six hundred (600) feet of either side of the building site of any proposed building, has been occupied by buildings having an average depth of front yard, measured to the front line of the building, either greater or less than that required by the regulations for any given district, the front yard depth shall be the distance of the average front yard depth as determined.

These requirements shall not apply where other front yard requirements are specified on the recorded subdivision plat.

816. Side Yards on Corner Lots:

facilities, safety, adult supervision, etc.

1200.03.01.09 The applicant must obtain all appropriate State licenses, etc.

1200.03.01.10 In each case, the Board shall find that the use, where proposed, will be in harmony with the general intent and purpose of the zoning regulations and shall require such yard requirements, screening, landscaping, appearance, ingress and egress controls, sign controls, as reasonable controls so as to make the conditional property use compatible with surrounding property uses, and in conformance with the general intent and purposes of the zoning regulations.

1200.03.01.11 The applicant shall submit a scaled site plan (minimum 1"=100') which must include at least the following information:

- a. outer lot boundaries and dimensions and total lot area
- b. a verbal and graphic scale
- c. adjoining streets and alleys
- d. adjoining lot numbers or owners' names of unsubdivided property
- e. building locations
- f. outdoor play area locations
- h. nature and design of screening fences and facilities
- i. ingress and egress points
- j. drive and parking locations and design
- k. loading and unloading areas
- l. the number and age distribution of anticipated children and students
- m. the total square footage of buildings and the square footage devoted to school, day care or kindergarten purposes

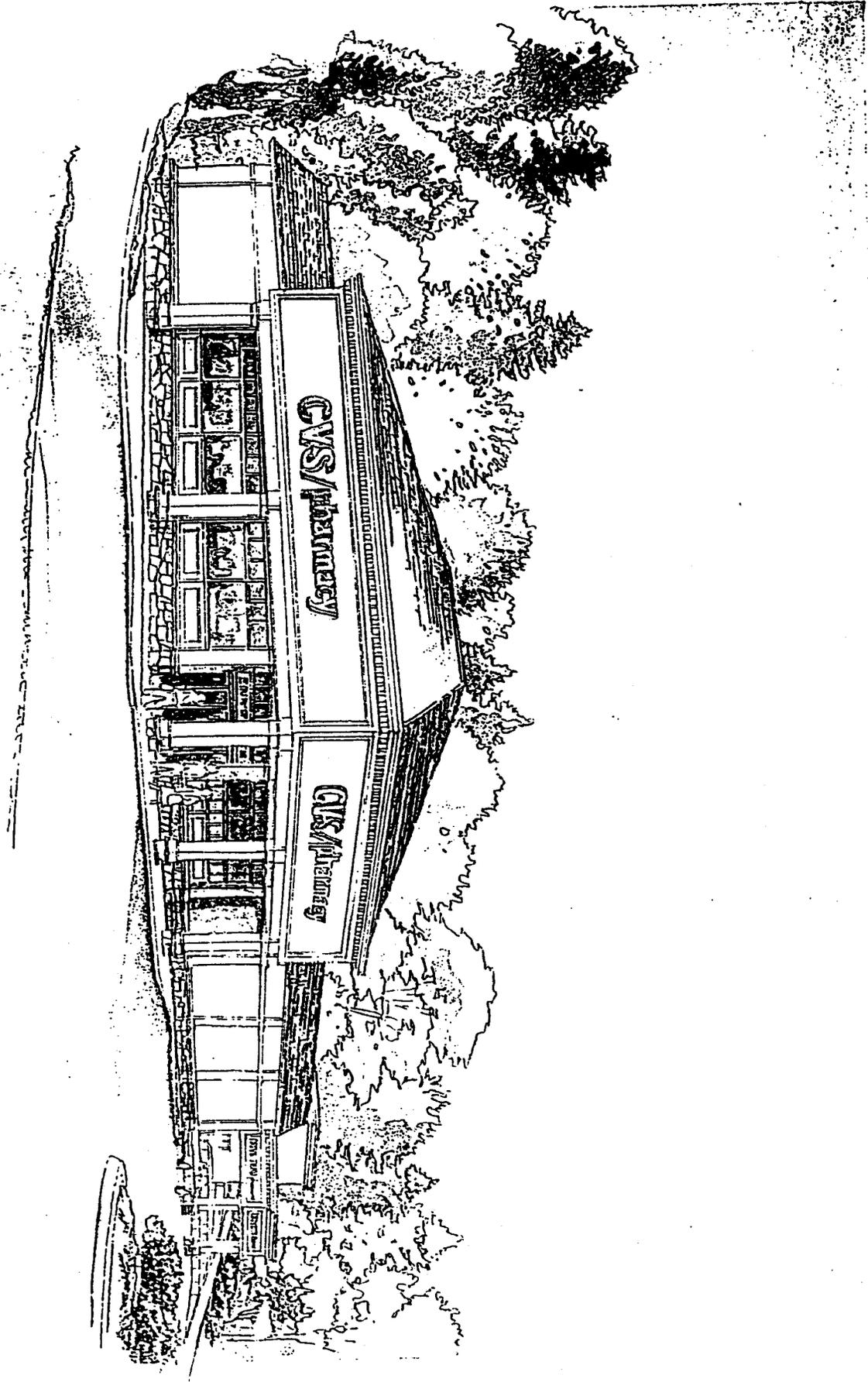
(Section 1200.03.01 to 1200.03.01.11 added 11-11-91)

1200.04 For schools, day care centers or kindergartens other than those operated by governmental units or religious organizations in the High Density Residential District and Office District;

1200.05 For off-street parking on lots in the Low Density, Medium Density, and High Density Residential District and Office District, when such lots are adjacent to a Highway Commercial District, the Community Commercial District or Light Industrial District provided plans for such off-street parking, approved by the Town Council are filed with the application for such permits. Such plan shall also provide for the paving of all driveways and parking areas and adequate drainage of the lots.

1200.06 For small animal hospitals and veterinary offices in the Office District, Highway Commercial District, Community Commercial District and Planned Commerce Center District (9-18-89)

1200.07 For open-air markets in the Highway Commercial District and Planned Commerce Center District (3-11-91) provided that the following conditions are met:



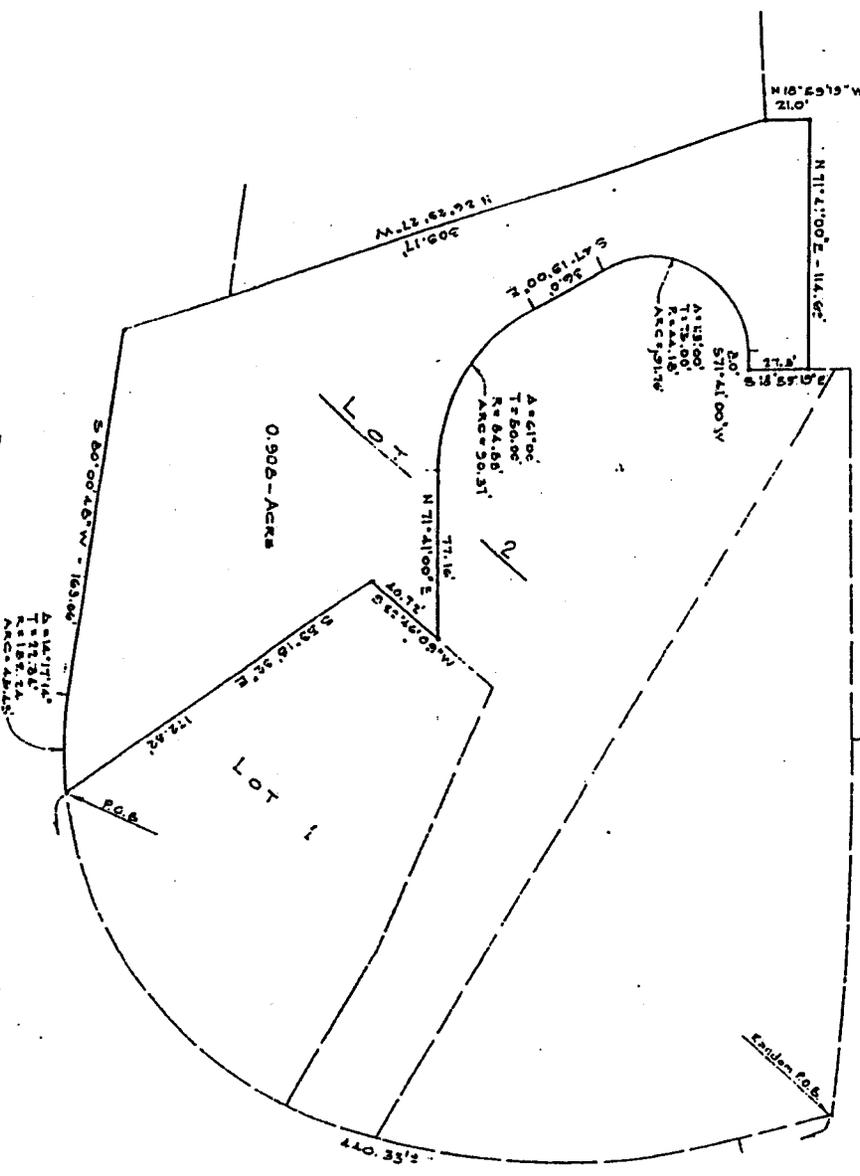
PENGAD 800-631-6989

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EXHIBIT

Note:
This plat prepared from recorded
subdivision plat and site plan only.

PALISADES DRIVE



SIGNAL MOUNTAIN BOULEVARD
(PART HIGHWAY - U.S. HWY. No. 127)



PALISADES DRIVE

For T&B, LLC

PLAN OF
 PART OF LOT 2
 CHARLES H. LANTIER, JR. SUBDIVISION
 P. 45 Page 158 (R.O.H.C.)
 SIGNAL MOUNTAIN
 HAMILTON COUNTY, TENNESSEE
 SCALE 1" = 30' Feb. 25, 2002



HOPKINS SURVEYING GROUP, INC.
 David L. Hopkins, Jr. - Registered Land Surveyor
 175 Haines Road - P.O. Box 9985



Date: March 24, 2003

NAME	ADDRESS
1. Priscilla Shurtle	501 James Blvd
2. Bob Anderson	520 Fern Trail
3. Jean Dolan	1004 Ladder Trail
4. Glenn Showalter	513 GEORGIA AVE
5. Lou Ophiant	Cherokee Lane
6. Robert Steel	511 Bonnyway
7. Julie & Fern Piper	111 Palisades Dr. E.
8. Mr. W. C. Stecker	104 Fairway Drive
9. Bill & Diane Gallagher	601 S. Palisades Dr. 3
10. Tony St. Charles	419 S. Palisades Dr
11. Cheree + Joe Dumas	1111 James Blvd.
12. Greg Goodgame	1112 Glamis Circle
13.	
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