

8-E-10-UR 1/7
9/8/10

CITY OF KNOXVILLE

BILL HASLAM, MAYOR



Community Development
865-215-2120

September 8, 2010



Mr. Dan Kelly
Metropolitan Planning Commission
400 Main Street
Knoxville, TN 37901

RE: 601 and 609 S. Chestnut Street (MPC Case No. 8-E-10-UR)

Dear Mr. Kelly:

I am writing to clarify the ownership of 601 and 609 S. Chestnut St. (082NP013 & 014). St Luke's Episcopal Church obtained a purchase agreement (Homemakers Agreement) from the City of Knoxville in October 2006. This agreement required them to complete certain actions before receiving title to the property. St. Luke's did not meet their obligations within the time line prescribed in the Homemakers Agreement. Therefore title to the properties was never transferred to the church. Ownership remains with KCDC. Attached, please see a copy of the Homemakers Agreement along with the KGIS ownership cards.

On August 18, 2010, I along with KCDC met with representatives of St. Luke's Episcopal Church and explained that the Homemakers Agreement no longer obligates the City to transfer the property to them. They now understand that they do not actually own the properties in question.

Sincerely,

Wm. Rogers Doughty
Community Development Project Manager

/WRD

Attachments

B-E-10-11

2/7

HOMEMAKERS DISPOSITION PROGRAM
City of Knoxville Department of Community & Neighborhood Services,
Community Development Division

**HOMEMAKER AGREEMENT
REDEVELOPMENT AREA**

TO: City of Knoxville, Department of Community & Neighborhood Services,
Community Development Division

FROM: St. Luke's Episcopal Church

600 S. Chestnut, Knoxville TN 37914
CURRENT ADDRESS

601/609 S. Chestnut CLI#s 082NP013/082NP014
HOMEMAKER LISTING PROPERTY ADDRESS & CLI#

WHEREAS, the City of Knoxville Community Development Division, has selected St. Luke's Episcopal Church to be a Homemaker(s) under the City of Knoxville Homemakers Program, (individually or collectively hereinafter referred to as the "Homemaker,"); and

WHEREAS, pursuant to an agreement with the City of Knoxville (City), Knoxville's Community Development Corporation (KCDC) conveys a property acquired through the Five Points Redevelopment Plan to the Homemaker; and

WHEREAS, said conveyance shall provide Homemaker with fee simple of said property; and

WHEREAS, said conveyance shall be made only under the prescribed conditions of this Agreement;

NOW, therefore, in consideration of the conveyance by Special Warranty Deed, hereinafter referred to as the "Deed," from KCDC to the Homemaker of the following described property commonly known as 601/609 S Chestnut. Chestnut, located in the County of Knox, City of Knoxville, Tennessee and legally described as follows:

SITUATED in District One of Knox County, Tennessee, within the 14th Ward of the City of Knoxville, Tennessee, and being known and designated as Lot 94, in Strong and Thompson's East End Addition.

BEING the same property acquired by KCDC under the Five Points Redevelopment Plan, by Order of Possession and Vesting Title and for Payment of Property Taxes, dated May 21, 2004 and recorded in Instrument Number 200405240107839 AND Warranty Deed, dated October 12, 2004 and recorded in Instrument Number 200410130031289 in the Knox County Register of Deeds Office

Hereinafter referred to as the "Property," and in consideration of the provisions of the Deed whereby the Homemaker will receive fee simple to the Property, the Homemaker agrees to the following:

ARTICLES:

1 The Homemaker agrees to the following Total Sales Price of the Property: Two Thousand Eight Hundred Dollars (\$2,800.00). The Homemaker is depositing with the City \$280 00 as earnest money The City will hold this deposit in escrow until transfer of title, at which time Homemaker will pay the remaining balance of \$2,520 00. Homemaker is responsible for any financing arrangements that must be made to pay the balance due.

2. The Homemaker agrees to assume full responsibility for payment of all taxes on Property as of the date of delivery of the Deed, paying all property taxes when due, never allowing them to become delinquent.

3 The Homemaker, as of the date of delivery of the Deed, will obtain adequate fire and extended coverage insurance, or builder's risk insurance, for the existing structure and maintain the same during the life of this Agreement.

4. The Homemaker agrees to *submit all necessary plans, within 90 days from the date of this Agreement* for the construction of any new dwelling or for the rehabilitation of any existing structure(s).

5 *The Homemaker agrees to obtain a written commitment from the lenders for all necessary financing for the purchase, rehabilitation, and/or construction required by the Agreement within 120 days of the agreement. Supportive documents from the lender fully disclosing the financing terms shall be provided to the City.*

6 The Homemaker agrees to accept title once the deed is approved and prepared by KCDC

7 The Homemaker agrees to construct a dwelling or other approved structure on the Property *within a maximum of one year of the date of delivery of the Deed, and to secure and maintain the property until and after the construction period. Construction or rehabilitation shall commence within 180 days of the transfer to the Homemaker, and all work shall comply with City Building Inspections and Permitting rules, approved plans and specifications and Infill Housing Guidelines for proposed work*

8. The Homemaker agrees that if the property is a contributing property within a potential Historic District, a National Register District, a Redevelopment Area, or H-1 Historical Zoning Overlay, then all rehabilitation work, new construction or other alterations shall conform to the area requirements.

9. *The Homemaker agrees to use the property as proposed in the accepted application. The proposed use is described as follows.*

New Construction of a parking lot and Community Building/Food Pantry.

10 The Homemaker will permit inspections at reasonable times by Community Development Division staff and their designated agents to determine compliance with this Agreement

11. The Homemaker agrees to provide the City with the following information about the family or individual that initially occupies the structure; income, family-size, race, sex of head of household, elderly and handicap status.

12 The Homemaker agrees to comply with all applicable federal requirements in the construction, sale, rental, and financing of the housing units constructed on Property including, but not limited to Lead-Based Paint hazard elimination regulation, the Civil Rights Act of 1964, and Fair Housing Regulations.

13 The Homemaker agrees to maintain the Property in accordance with City Codes Enforcement Regulations and not allow the structure to fall into disrepair or blight.


14. Homemaker agrees to complete its obligations under paragraphs 4, 5, and 8 prior to transfer of title to Homemaker which shall take place no later than 90 days from date of signing of this agreement. If transfer of title does not take place by said date due to Homemaker not completing said obligation, this agreement is subject to cancellation by the Community Development Division.

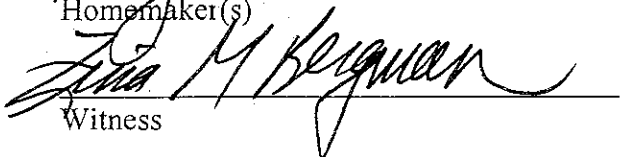
Furthermore, if the circumstances surrounding or facts underlying the decision of the Community Development Division, to acquire the subject property through the program have materially changed between the date of the execution of this contract and closing, and said changes are outside the control of the parties and could not be avoided by the exercise of due care, then the Community Development Division, at its sole discretion, reserves the right to cancel the contract and return the earnest money deposit to the homemaker.

15. Final authorization for transfer of title will come from KCDC.

16. Homemaker agrees to surrender possession of, and any interest in, the Property upon breach of this Agreement or the Deed. Homemaker agrees to sign an Escrow Agreement and a Quitclaim Deed back to the City at the time of transfer of title. The Deed will be held in escrow until Homemaker has fulfilled all obligations of the Agreement.

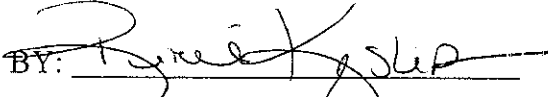
IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned Homemaker on the 10th day of October, 2006


Homemaker(s)


Witness

Acceptance of Agreement

By acceptance of this Agreement, the undersigned representative of the Department of Community and Neighborhood Services, Community Development Division, agrees to recommend to the Board of Commissioner's of Knoxville's Community Development Corporation that they execute a Special Warranty Deed, conveying the above described Property to the Homemaker in consideration of \$2,800.00 and compliance with all the provisions of this Homemaker Agreement

BY: 
DIRECTOR

DATE: 10.10.06

TITLE


WITNESS

2/7

PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

KGIS NORMAL

09/08/2010

District	Map	Insert	Group	Parcel	Ward	Property Location			
	82	N	P	13	14	601 S CHESTNUT ST			
Owner				Deed Date	Book	Page	Sale Price	Mailing Address	
FRANKLIN WILLIAM E II				9/24/1986	1893	618	\$ 2 500	0 RT 4 BOX 454 LENOIR CITY TN 37771	
KNOX COUNTY				8/25/1999	20000301	0013318		400 MAIN AVE KNOXVILLE TN 37902	
TOOLE ROBERT ROGER				7/28/2000	20000728	0006460		P O BOX 5700 KNOXVILLE, TN 37928-700	
KNOXVILLE COMMUNITY DEVELOPMENT CORP				10/12/2004	20041013	0031289	\$ 2 000	PO BOX 3550 KNOXVILLE TN 37927-3550	

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Previous Parcel (Split From)	Next Parcel (Merged Into)
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Subdivision	Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
E END ADD PT 94	-	-	15-105	40 X 70	0 00 - A C Deeded
	-	-	-		0 00 - A C Calculated

From: Dan Kelly
To: Betty Jo Mahan
Date: 9/8/2010 4:25:12 PM
Subject: Fwd: Use On Review - 8-E-10-UR

>>> "Cook, David" <dcook@kcdc.org> 09/08 3:01 PM >>>
Dan:

I want to send along some clarification concerning the above-referenced use on review.

Alvin Nance and I met with Rev. David Pina, pastor of St. Luke's Episcopal Church, and other church representatives on Wednesday, August 18, to discuss the property at the corner of Selma and Chestnut. The church was considering developing a food pantry and parking lot on the property currently owned by KCDC.

We discussed the revitalization efforts being implemented by the City of Knoxville and KCDC in the Five Points community. Rogers Doughty with Community Development brought them up to date on the park construction and property acquisitions. Alvin provided them with an overview of KCDC's long term strategy to address Walter P. Taylor and develop elderly housing in the Five Points community. In addition, we shared our plans to develop the subject property for elderly housing.

Parking is in very short supply at St. Luke's and, although the church still wants to develop a Food Pantry, we explained that it may be better suited on MLK where parking and public transportation were more readily available. We agreed to work together to look at different options. After the meeting Rev. Pina and I drove MLK looking at various sites which may be more suitable.

We had asked for a letter of support from St. Luke's at the meeting. We were informed that the proper decision-making arm of the church was the parish vestry. Even though most of the vestry attended the meeting, their official meeting date to consider the request is not until this Sunday.

David Cook

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