

**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
 PLAN AMENDMENT REPORT**

▶ **FILE #:** 1-D-17-SP

AGENDA ITEM #: 45

AGENDA DATE: 1/12/2017

▶ **APPLICANT:** KNOX HOUSING PARTNERSHIP, INC. (DBA HOMESOURCE EAST TENNESSEE)

OWNER(S): Knox Housing Partnership

TAX ID NUMBER: 71 O A 013 (PART DESIGNATED O)

[View map on KGIS](#)

JURISDICTION: Council District 6

STREET ADDRESS: 4704 Holston Dr

▶ **LOCATION:** South side Holston Dr., west of Holston Ct.

▶ **APPX. SIZE OF TRACT:** 2.7 acres

SECTOR PLAN: East City

GROWTH POLICY PLAN: Urban Growth Area (Inside City Limits)

ACCESSIBILITY: Access is via Holston Dr., a minor collector street with 22' of pavement width within 40' of right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Love Creek

▶ **PRESENT PLAN AND ZONING DESIGNATION:** O (Office) / O-3 (Office Park), R-1 Low Density Residential) & C-3 (General Commercial)

▶ **PROPOSED PLAN DESIGNATION:** LDR (Low Density Residential)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Residential development

EXTENSION OF PLAN DESIGNATION: Yes, extension of LDR from three sides.

HISTORY OF REQUESTS: None noted

SURROUNDING LAND USE AND PLAN DESIGNATION:
 North: Holston Dr., restaurant / MU-SD
 South: Houses and vacant land / LDR
 East: Houses and vacant land / LDR
 West: Houses and vacant land / LDR

NEIGHBORHOOD CONTEXT This property is on the northern edge of the large Holston Hills residential neighborhood, zoned R-1 and EN-1. To the north and west, along Asheville Hwy., are commercial uses, zoned C-3.

STAFF RECOMMENDATION:

▶ **ADOPT RESOLUTION #1-D-17-SP, amending the East City Sector Plan to LDR (Low Density Residential) and recommend that City Council also approve the sector plan amendment, to make it operative. (See resolution, Exhibit A.)**

LDR uses are compatible with the scale and intensity of the surrounding zoning and development pattern. About two-thirds of the site is already proposed for LDR uses.

COMMENTS:

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known improvements have been recently made to Holston Dr., but it is adequate to serve the recommended low density residential uses. Public water and sewer utilities are available to serve the site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

There are no apparent errors in the plan. The current plan proposes O (Office) uses for a portion of the site, consistent with the O-3 zoning in place. The plan was intentionally amended in the past to allow for office uses on that portion of the site. Since no offices were ever developed, it is appropriate for the property to revert back to low density residential uses.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

Staff is recommending approval of this plan amendment, which will bring this portion of the site back to low density residential uses, consistent with the surrounding land use designations of the adopted plans for the area.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

This entire property was once all designated for low density residential uses. Since there is a new applicant interested in developing low density residential uses on the property, then it is appropriate to revert the 2.5 acres now designated office back to LDR.

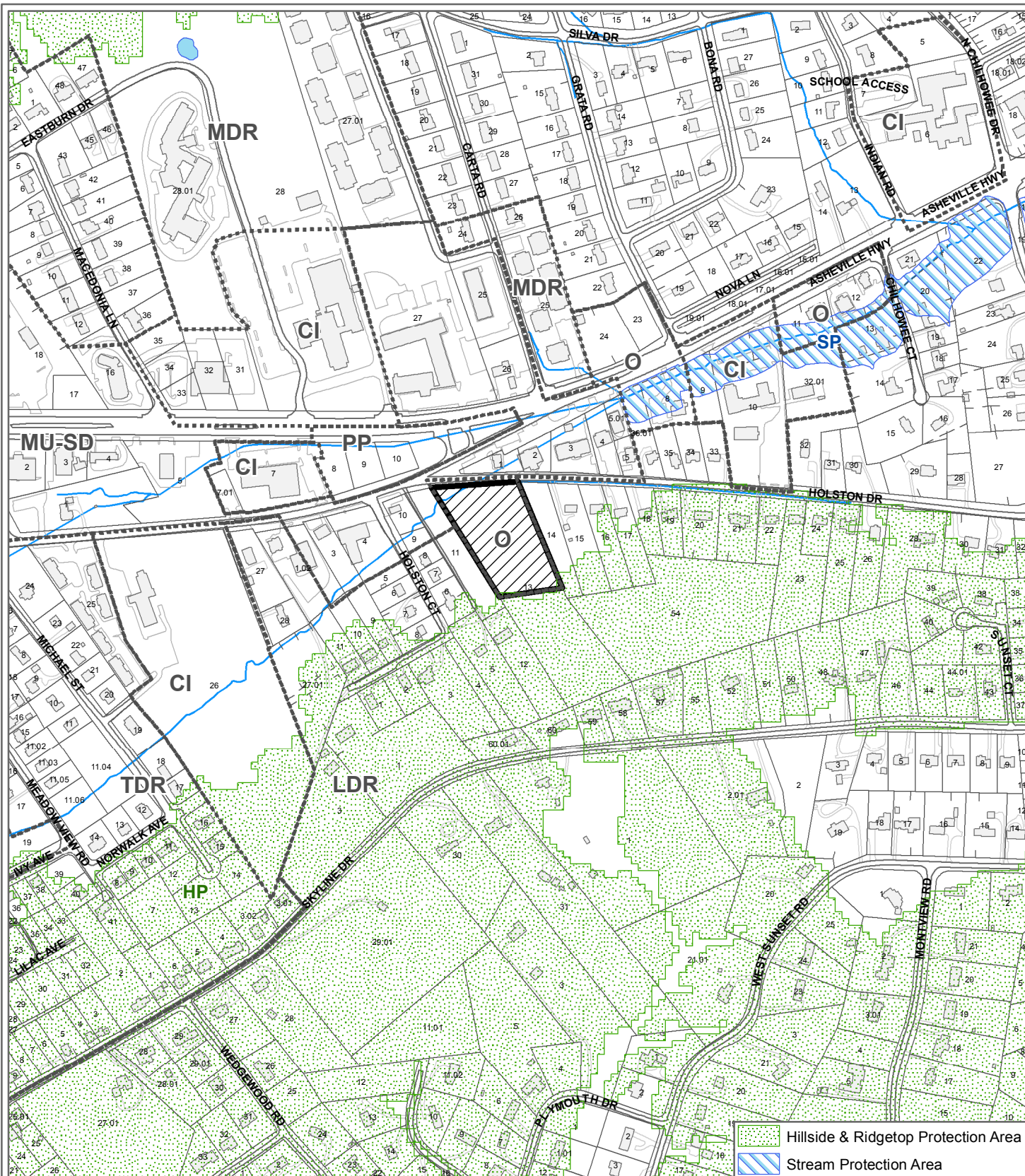
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 2/14/2017 and 2/28/2017. If denied, MPC's action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal an MPC decision in the City.



**1-D-17-SP
EAST CITY SECTOR PLAN AMENDMENT**

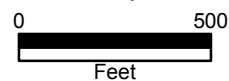
From: O (Office)
To: LDR (Low Density Residential)



Original Print Date: 12/20/2016 Revised: 1/4/2017
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: Knox Housing Partnership, Inc.
(dba HomeSource East Tennessee)

Map No: 71
Jurisdiction: City



**KNOXVILLE-KNOX COUNTY
METROPOLITAN PLANNING COMMISSION
A RESOLUTION AMENDING THE EAST CITY SECTOR PLAN**

WHEREAS, the Knoxville-Knox County Metropolitan Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make, adopt and amend plans for the physical development of Knoxville and Knox County; and

WHEREAS, the Metropolitan Planning Commission pursuant to state statute has prepared and adopted the Knoxville-Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Council of the City of Knoxville and the Commission of Knox County have adopted the Knoxville Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Metropolitan Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the East City Sector Plan, consistent with the requirements of the General Plan; and

WHEREAS, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within plans initiated by the Planning Commission or in response to applications from property owners; and

WHEREAS, Knox Housing Partnership, Inc., has submitted an application to amend the Sector Plan from Office to Low Density Residential, for property described in the application; and

WHEREAS, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the East City Sector Plan, consistent with General Plan requirements that such amendment represents either a logical extension of a development pattern, or is warranted because of changing conditions in the sector as enumerated in the Plan; and

WHEREAS, the Metropolitan Planning Commission, at its regularly scheduled public hearing on January 12, 2017, after consideration of the staff recommendation and testimony from those persons in support and opposed to the plan amendment, approved the amendment for the subject property, as requested, and/or amended.

NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:

SECTION 1: The Planning Commission hereby adopts the revised amendment to the East City Sector Plan, with its accompanying staff report and map, file #1-D-17-SP.

SECTION 2: This Resolution shall take effect upon its approval.

SECTION 3: The Planning Commission further recommends that Knoxville City Council likewise consider this revised amendment to the General Plan 2033.

Date

Chairman

Secretary

REZONING **PLAN AMENDMENT**

1 - Year Plan

Name of Applicant: Knox Housing Partnership, Inc., (dba HomeSource east tennessee)

Date Filed: 11/21/16 Meeting Date: 1/12/17

Application Accepted by: [Signature]

Fee Amount: _____ File Number: Rezoning _____

Fee Amount: NA File Number: Plan Amendment 1-D-17-PA

PROPERTY INFORMATION

Address: 4704 Holston Drive

General Location: _____

Parcel ID Number(s): 0710A011 & 0710A013

Tract Size: 1.2 ac., 5.2ac. = 6.4ac.

Existing Land Use: Vacant

Planning Sector: East Knoxville

Growth Policy Plan: Inside Knoxville

Census Tract: 32

Traffic Zone: 73

Jurisdiction: City Council 6th District
 County Commission _____ District

PROPERTY OWNER **OPTION HOLDER**

PLEASE PRINT
 Name: Jackie Mayo (Ken Block)

Company: Knox Housing Parntership, Inc.

Address: 109 N Winona Street

City: Knoxville State: TN Zip: 37917

Telephone: 865.803.1522

Fax: _____

E-mail: kblock@khp.org

Requested Change

REZONING

FROM: O-3 & R-1, C-3

TO: RP-1

PLAN AMENDMENT

One Year Plan _____ Sector Plan

FROM: O

TO: LDR

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
 Name: same as above

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Fax: _____

E-mail: _____

PROPOSED USE OF PROPERTY

MF ATTACHED RESIDENTIAL

5.99

Density Proposed 6 DU/AC Units/Acre

Previous Rezoning Requests: NO

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: [Signature] 11/18/2016

PLEASE PRINT
 Name: Ken Block (865.803.1522)

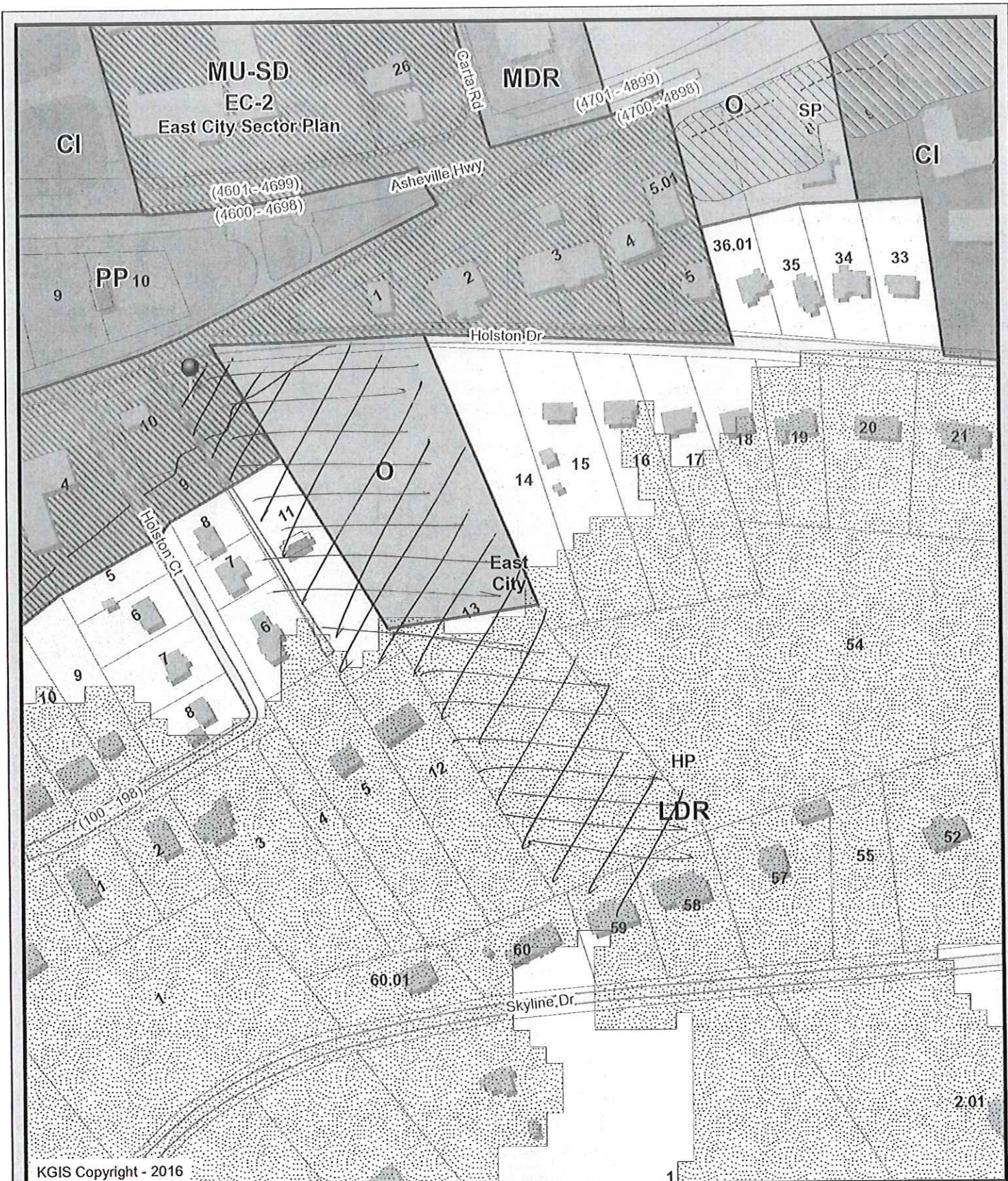
Company: Knox Housing Partnership, Inc.

Address: 109 N Winona Street

City: KNOXVILLE State: TN Zip: 37917

Telephone: 865.803.1522

E-mail: kblock@khp.org



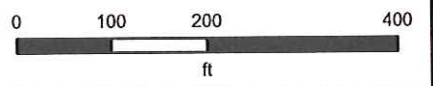
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OYP 1-0-17-PA

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**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT**

▶ **FILE #:** 1-E-17-RZ
1-D-17-PA

AGENDA ITEM #: 45
AGENDA DATE: 1/12/2017

▶ **APPLICANT:** KNOX HOUSING PARTNERSHIP, INC. (DBA HOMESOURCE EAST TENNESSEE)

OWNER(S): Knox Housing Partnership

TAX ID NUMBER: 71 O A 013 (PARTS DESIGNATED O)

[View map on KGIS](#)

JURISDICTION:

STREET ADDRESS: 4704 Holston Dr

▶ **LOCATION:** South side Holston Dr., west of Holston Ct.

▶ **TRACT INFORMATION:** 6.4 acres.

SECTOR PLAN: East City

GROWTH POLICY PLAN: Urban Growth Area (Inside City Limits)

ACCESSIBILITY: Access is via Holston Dr., a minor collector street with 22' of pavement width within 40' of right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Love Creek

▶ **PRESENT PLAN DESIGNATION/ZONING:** O (Office) / O-3 (Office Park), R-1 (Low Density Residential) & C-3 (General Commercial)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** LDR (Low Density Residential) / RP-1 (Planned Residential)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Residential development

DENSITY PROPOSED: 5.99 du/ac

EXTENSION OF PLAN DESIGNATION/ZONING: Yes, extension of LDR from three sides

HISTORY OF ZONING REQUESTS: None noted

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING North: Holston Dr., restaurant / MU-SD / C-3 (General Commercial)

South: Houses and vacant land / LDR / R-1 (Low Density Residential)

East: Houses and vacant land / LDR / R-1 (Low Density Residential)

West: Houses and vacant land / LDR / R-1 (Low Density Residential) and RP-1 (Planned Residential)

NEIGHBORHOOD CONTEXT: This property is on the northern edge of the large Holston Hills residential neighborhood, zoned R-1 and EN-1. To the north and west, along Asheville Hwy., are commercial uses, zoned C-3.

STAFF RECOMMENDATION:

- ▶ **RECOMMEND that City Council APPROVE LDR (Low Density Residential) One Year Plan designation.**

LDR uses are compatible with the scale and intensity of the surrounding zoning and development pattern. About two-thirds of the site is already proposed for LDR uses.

- ▶ **RECOMMEND that City Council APPROVE RP-1 (Planned Residential) zoning at a density of up to 5.99 du/ac.**

The recommended RP-1 zoning and density are consistent with the recommended plan amendments to LDR for the entire site. The site is on the edge of a large residential neighborhood and has access to a minor collector street, Holston Dr., not requiring access to a local neighborhood street. The site is appropriate for the maximum density permitted under the LDR plan designation.

COMMENTS:

ONE YEAR PLAN AMENDMENT REQUIREMENTS:

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN (May meet any one of these.)

- A. AN ERROR IN THE PLAN - There are no apparent errors in the plan. The current plan proposes O (Office) uses for a portion of the site, consistent with the O-3 zoning in place. The plan was intentionally amended in the past to allow for office uses on that portion of the site. Since no offices were ever developed, it is appropriate for the property to revert back to low density residential uses.
- B. A SIGNIFICANT CHANGE IN THE DEVELOPMENT PATTERN, OR THE COMPLETION OF A PUBLIC IMPROVEMENT (ROAD, PARK, SEWER), WHICH CHANGES THE BASIS ON WHICH THE PLAN WAS DEVELOPED FOR AN AREA - No known improvements have been recently made to Holston Dr., but it is adequate to serve the recommended low density residential uses. Public water and sewer utilities are available to serve the site.
- C. A CHANGE IN PUBLIC POLICY, UNANTICIPATED BY THE PLAN - Staff is recommending approval of this plan amendment, which will bring this portion of the site back to low density residential uses, consistent with the surrounding land use designations of the adopted plans for the area.
- D. NEW INFORMATION (INCLUDING NEW PLANS AND STUDIES PRODUCED BY MPC) BECOMING AVAILABLE, WHICH REVEALS THE NEED FOR A PLAN AMENDMENT - This entire property was once all designated for low density residential uses. Since there is a new applicant interested in developing low density residential uses on the property, then it is appropriate to revert the 2.5 acres now designated office back to LDR.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. This site, which is accessed from Holston Dr., is on the northern edge of the Holston Hills neighborhood and has access to a minor collector street., Most of the site is already shown as LDR on the plans and staff is recommending that the entire site be amended to LDR.
2. The property is located in the City Limits of Knoxville on the Growth Policy Plan and is either proposed or recommended for low density residential uses on the applicable plans, consistent with the proposed and recommended zoning and density.
3. RP-1 zoning requires site plan approval by MPC as a use on review prior to development. As part of this review, MPC and City Engineering staff can address issues such as landscape screening, traffic circulation, access, slope and stream protection, drainage and other potential development concerns. It will also give the opportunity for public comment at a public hearing.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. RP-1 zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans.

Staff maintains that RP-1 is the most appropriate zone for this development.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. RP-1 zoning is compatible with surrounding development and should have a minimal impact on adjacent properties.
2. Approval of RP-1 zoning at the recommended density will allow the applicant to submit a development plan with up to 38 dwelling units for MPC's consideration. If developed with detached residential uses, this would add approximately 426 vehicle trips per day to the street system and would add approximately 15 children under the age of 18 to the school system.
3. Public water and sewer utilities are available to serve the site, and the proposal is consistent with the scale and intensity of the surrounding zoning and development in the immediate area.
4. The rear (southernmost) portion of the site is characterized by steep slopes. Staff would expect that the development would be clustered in the northern portion of the site, as permitted by the proposed RP-1 zoning. The southern portion of the site with the steep slopes should remain undisturbed.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment of the One Year Plan to LDR on the portion currently shown for office, the proposed rezoning and density are consistent with the One Year Plan.
2. The East City Sector Plan proposes low density residential uses for most of this property, consistent with RP-1 zoning at up to 5.99 du/ac. There is a sector plan amendment request associated with this rezoning also on this agenda (1-D-17-SP). Staff is supporting the change from O to LDR on the approximately 2.6 acres currently designated for office uses.
3. The site is located within the City Limits of Knoxville on the Knoxville-Knox County-Farragut Growth Policy Plan map.
4. This proposal does not present any apparent conflicts with any other adopted plans.

Upon final approval of the rezoning, the developer will be required to submit a development plan for MPC consideration of use on review approval prior to the property's development. The plan will show the property's proposed development, landscaping and street network and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knoxville Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT: 426 (average daily vehicle trips)

Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

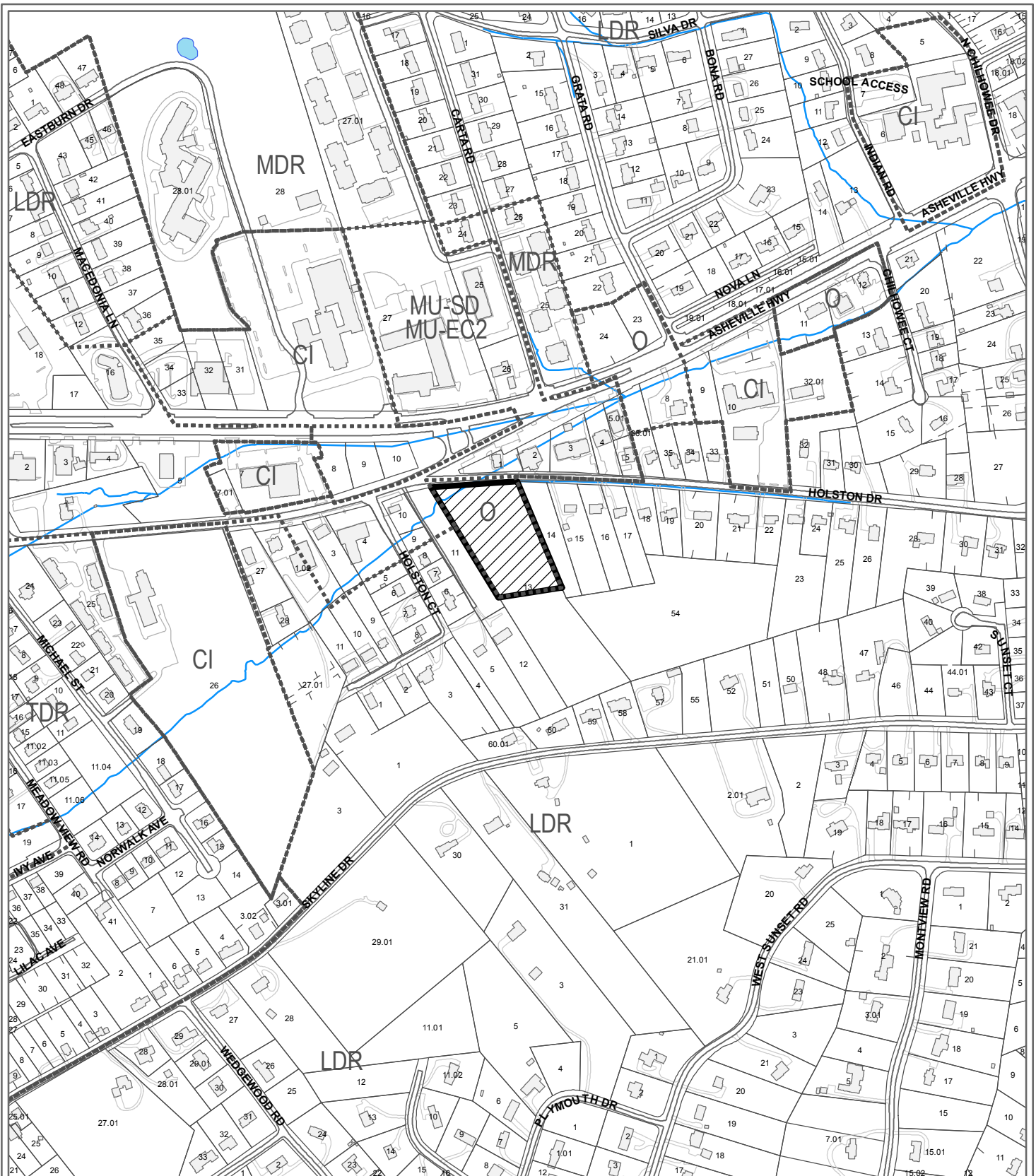
ESTIMATED STUDENT YIELD: 15 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Sunnyview Pr/Chilhowee Int, Carter Middle, and Austin East High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knoxville City Council for action on 2/14/2017 and 2/28/2017. If

denied, MPC's action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal an MPC decision in the City.



**1-D-17-PA / 1-E-17-RZ
PLAN AMENDMENT**

From: O (Office)

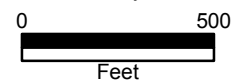
To: LDR (Low Density Residential)



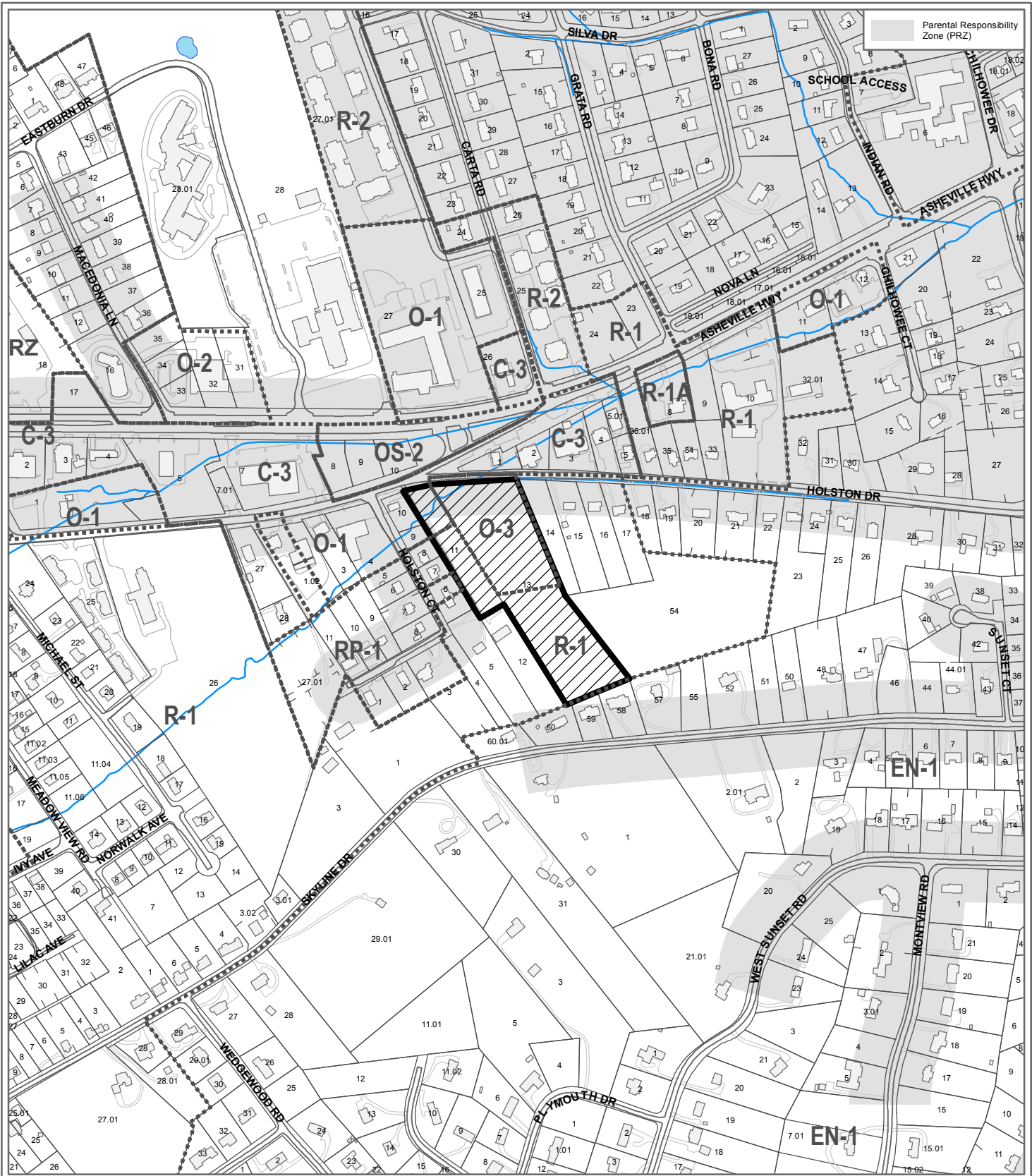
Petitioner: Knox Housing Partnership, Inc.
(dba HomeSource East Tennessee)

Map No: 71

Jurisdiction: City



Original Print Date: 12/20/2016 Revised: 1/4/2017
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902



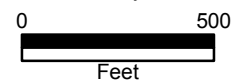
**1-E-17-RZ
REZONING**

From: O-3 (Office Park), R-1 (Low Density Residential) & C-3 (General Commercial)
To: RP-1 (Planned Residential)



Petitioner: Knox Housing Partnership, Inc.
(dba HomeSource East Tennessee)

Map No: 71
Jurisdiction: City



Original Print Date: 12/21/2016 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

REZONING

PLAN AMENDMENT

Sector Plan

Name of Applicant: Knox Housing Partnership, Inc., (dba HomeSource east tennessee)

Date Filed: 11/2/16 Meeting Date: 1/12/17

Application Accepted by: DR

Fee Amount: 920.00 File Number: Rezoning 1-E-17-27

Fee Amount: 800.00 File Number: Plan Amendment 1-D-17-5P

NOV 2 2016

PROPERTY INFORMATION

Address: 4704 Holston Drive

General Location: _____

Parcel ID Number(s): _____

0710A011 & 0710A013

Tract Size: 1.2 ac., 5.2ac. = 6.4ac.

Existing Land Use: Vacant

Planning Sector: East Knoxville

Growth Policy Plan: Inside Knoxville

Census Tract: 32

Traffic Zone: 73

Jurisdiction: City Council 6th District

County Commission _____ District

Requested Change

REZONING

FROM: O-3 & R-1, C-3

TO: RP-1

PLAN AMENDMENT

One Year Plan East City Sector Plan

FROM: O

TO: LDR (Part of #0710A013)

PROPOSED USE OF PROPERTY

Residential development

Density Proposed 5.99 DU/AC Units/Acre

Previous Rezoning Requests: _____

PROPERTY OWNER OPTION HOLDER

PLEASE PRINT

Name: Jackie Mayo (Ken Block)

Company: Knox Housing Partnership, Inc.

Address: 109 N Winona Street

City: Knoxville State: TN Zip: 37917

Telephone: 865.803.1522 (Ken Block)

Fax: _____

E-mail: kblock@khp.org

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same as above

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Fax: _____

E-mail: _____

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Ken Block 11/15/16

PLEASE PRINT

Name: Ken Block (865.803.15223)

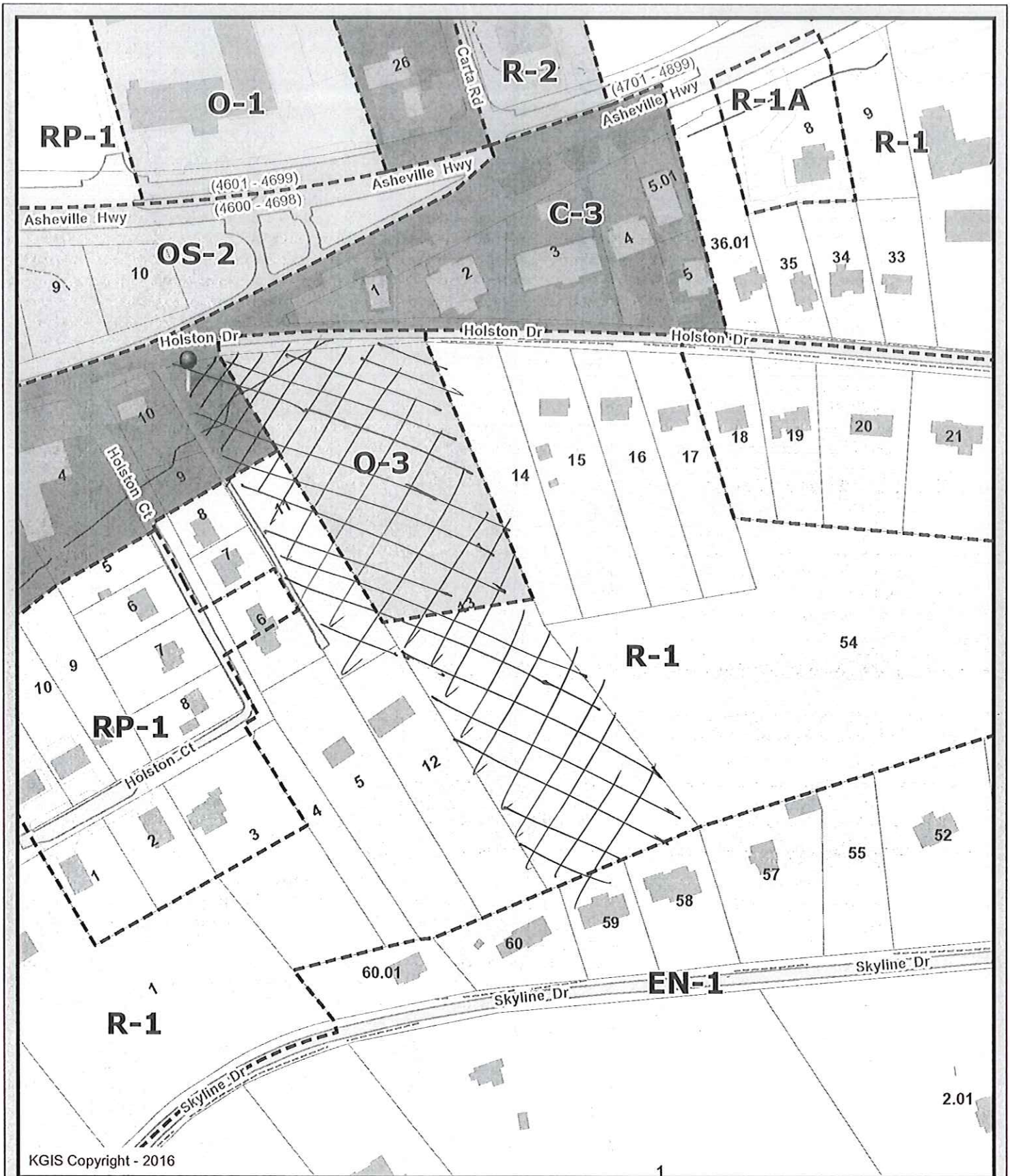
Company: Knox Housing Partnership, Inc.

Address: 109 N Winona Street

City: KNOXVILLE State: TN Zip: 37917

Telephone: 865.803.1522

E-mail: kblock@khp.org



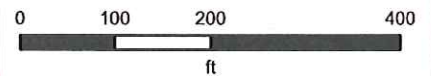
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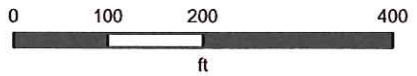
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Knoxville Teachers Federal Credit Union

711 N. Hall of Fame Drive Knoxville, Tennessee 37917-7327

Telephone (865) 582-2700

Facsimile (865) 582-2801

Internet: www.ktfcu.org

November 15, 2016

Chris Osborn
Homesource East Tennessee

Mr. Osborn,

Please accept this letter as evidence of our knowledge and approval of Homesource East Tennessee's intent to apply with the Metropolitan Planning Commission for a change in the zoning of property owned by Knoxville Teachers Federal Credit Union. The property targeted for rezoning is known as Parcel ID 071OA013. It is the credit union's desire to change zoning classification from O3 to RP1.

If I may be of further assistance or answer any questions for either Homesource or MPC, please contact me directly at 865-582-2750.

Sincerely,



David A. Underwood
Treasurer/Manager

HOMEMAKERS PROPERTY DISPOSITION PROGRAM

HOMEMAKER AGREEMENT

City of Knoxville - Community Development Department

THIS HOMEMAKER AGREEMENT (this "Agreement") is made by and between the **City of Knoxville - Community Development Department**, a department of the City of Knoxville, Tennessee (the "**Department**"), 400 Main Street, Knoxville, TN 37902, and **Knox Housing Partnership dba HomeSource East Tennessee** a non-profit corporation organized and existing under the laws of the State of Tennessee (referred to herein as "**the Homemaker**"), 109 N. Winona Street, Knoxville, TN 37917.

WITNESSETH:

WHEREAS, by Ordinance No. O-207-95, the City of Knoxville has established a process called the Homemakers Program to dispose of properties acquired through the Blighted Property Ordinance and other properties acquired by or under control of the Department in order to meet the City's housing and community development objectives; and

WHEREAS, the City of Knoxville owns property located at **4704 Holston Drive, CLT No. 071-OA-011**(the "Property), which is more specifically described in the Clerk and Master's Deed whereby the City of Knoxville acquired the Property, which is recorded as **Instrument No. 201001260049100** in the Knox County Register's Office, to which Instrument specific reference is made for a more particular description of the Property; and

WHEREAS, the Homemaker has been selected by the Homemakers Program Committee to purchase the Property and the Homemaker has agreed to purchase the Property, under the conditions set forth in this Agreement; and

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

NOW, THEREFORE, the City and the Homemaker, for the mutual considerations stated herein, agree as follows:

1. The total purchase price for the fee simple title to the Property is \$1,245.00. The Homemaker will deposit \$1,245.00 as earnest money. The City of Knoxville will hold said deposit in escrow until transfer of title. The Homemaker is responsible for any financing arrangements that must be made to pay any balance due.

2. **Final authorization for the transfer of title is subject to the approval of the Knoxville City Council.**

3. The Homemaker agrees to surrender possession of, and any interest in, the Property upon breach of this Agreement or of the Deed. The Homemaker agrees to sign an Escrow Agreement and a reversionary Quitclaim Deed that will transfer property back to the City in the event that the Homemaker fails to fulfill the obligations under this Agreement. The City will hold the reversionary Quitclaim Deed in escrow until the Homemaker fulfills all of the obligations set forth in this Agreement.

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

5. The Homemaker agrees to assume full responsibility for obtaining and maintaining adequate hazard and/or builders' risk insurance as of the date of delivery of the Deed, and will provide certificates, endorsements, and policies evidencing such insurance upon the City's request.

6. The Homemaker agrees to accept title upon delivery of the Deed by the City.

7. The Homemaker agrees to use the Property as proposed in the Homemakers Program application submitted to and approved by the Department. The proposed use for this property is:

This 107.8 x 555m x irr unimproved lot will be combined with the adjoining lot bearing CLT No. 071-OA-013, currently owned by the Homemaker, to construct affordable, supportive housing named Holston Court that will include a community center and 12 one-bedroom, up to 24 two-bedroom apartments, and two 3-bedroom single-family homes upon completion, as further described in the HOME funding agreement between the Homemaker and the City. The Homemaker will comply with all federal, state, and local requirements for re-subdividing the parcels, and this Agreement is expressly conditioned on the Homemaker completing such re-subdivision prior to beginning construction activities on the parcels.

(For definition of Knoxville, Tennessee's FY16 Fair Market Rents, refer to Department of Housing and Urban Development's Federal Register/Vol. 80, No. 238/December 11, 2015 "Final Fair Market Rents for Fiscal Year 2016." For FY15 Income Limits and Notice PDR-2015-02, refer to "Transmittal of Fiscal Year 2015 Income Limits" issued March 6, 2015). For your convenience, a consolidated form of this information is attached hereto as Exhibit "A".

8. The Homemaker agrees to begin and complete the construction of the affordable, supporting housing project described in Section 7 of this Agreement pursuant to the time allotted in the HOME funding agreement between the Homemaker and the City. All work shall comply with all applicable City of Knoxville codes, inspection and permitting rules, approved plans and specifications, and the applicable Infill Housing Guidelines for the proposed work.

9. The Homemaker agrees to submit all necessary plans pursuant to the HOME funding agreement between the Homemaker and the City. This Agreement is subject to cancellation by the Department if the Homemaker fails to complete this obligation.

10. The Homemaker agrees to obtain a written commitment from any and all lenders for all necessary financing required pursuant to the HOME funding agreement between the Homemaker and the City. The Homemaker will provide, or cause to be provided, to the City supportive documents from the lender(s) fully disclosing the financing terms. This Agreement is subject to cancellation by the Department if the Homemaker fails to complete this obligation.

11. During the period beginning upon delivery of the Deed and continuing to the date the City of Knoxville issues a notice of completion of the rehabilitation, the Homemaker agrees to secure and maintain the Property.

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

13. Time is of the essence with respect to all matters to be performed pursuant to this Agreement.

14. The Homemaker will permit inspections at reasonable times by the Department's staff and designated agents to determine compliance with the terms of this Agreement.

15. The Homemaker agrees to provide to the City the following information about the families or individuals that initially occupy the structures located on the property: income, family size, race, sex of head of household, elderly and handicap status. The Homemaker will submit the information on the form attached hereto as Exhibit "B".

16. The Homemaker agrees to comply with all applicable Federal requirements related to the construction, sale, rental, and financing of the housing units constructed and/or rehabilitated on the Property, including, but not limited to, lead-based paint hazard elimination regulations, the Civil Rights Act of 1964, and the Fair Housing Act, and related regulations.

17. The Homemaker agrees to maintain the Property in accordance with all applicable City of Knoxville codes and ordinances related to the maintenance of property standards, and shall not allow the Property to fall into disrepair or blight.

18. Notices shall be given between the parties in writing, and shall be delivered to the addresses of the parties set forth below their respective signatures. All notices shall be either personally delivered, or mailed through the U.S. Postal Service, postage prepaid, in a sealed envelope, certified mail, return receipt requested. Notices shall be deemed given when personally delivered, or the day following deposit in the U.S. Postal Service as aforesaid.

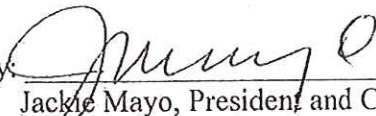
19. Transfer of title shall take place no later than 150 days from the date of execution of this Agreement. If transfer of title does not take place by said date, then this Agreement is subject to cancellation by the Department.

20. If the circumstances surrounding or the facts underlying the decision of the Department to transfer the Property through the Homemaker's Program have materially changed between the date of the execution of this Agreement and closing, and said changes are outside the control of the parties and could not have been avoided by the exercise of due care, then the Department, in its sole discretion, reserves the right to cancel this Agreement and shall return the earnest money deposit to the Homemaker.

21. If it becomes necessary to enforce this Agreement through an attorney, or by institution of litigation or other proceedings, the prevailing party, in addition to all other damages or remedies that may be awarded, shall be entitled to receive all costs, out-of-pocket expenditures, and reasonable attorneys' fees.

22. It is expressly understood and agreed that this Agreement contains the entire agreement between the Department and the Homemaker and that, except as otherwise provided herein, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this Agreement. All conditions of this Agreement shall be satisfied at or before closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned Homemaker on the 26th day of October, 2016.


By: 
Jackie Mayo, President and CEO
Knox Housing Partnership dba HomeSource East Tennessee
109 N. Winona Street
Knoxville, TN 37917



STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Jackie Mayo, with whom I am personally acquainted and who, acknowledged herself to be President and CEO for Knox Housing Partnership dba HomeSource East Tennessee a non-profit corporation organized and existing under the laws of the State of Tennessee, and being so authorized executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal at office in Knox County, Tennessee this the 26th day of October, 2016.


NOTARY PUBLIC - Kathy D. Ellis

My Commission Expires: August 2, 2017

Acceptance of Agreement

By acceptance of this Agreement, the undersigned representative of the Community Development Department agrees to recommend to the Knoxville City Council that it authorize the Mayor of the City of Knoxville to execute a Quitclaim Deed, conveying the Property to the Buyer in consideration of \$1,245.00 and compliance with all the provisions of this Homemaker Agreement.

By: Rebecca Wade
Rebecca Wade, Director
Community Development Department
City-County Building – 5th Floor
400 Main Street
Knoxville, TN 37902

Date: October 26, 2016



STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Rebecca Wade, with whom I am personally acquainted and who, acknowledged herself to be Community Development Director of the City of Knoxville, a municipal corporation, and being so authorized executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal at office in Knox County, Tennessee this the 26th day of October, 2016.

Kathy D. Ellis
NOTARY PUBLIC – Kathy D. Ellis

My Commission Expires: August 2, 2017

Exhibit "A"

HOMEMAKERS PROGRAM

FY 2016 Knox County Fair Market Rents for All Bedroom Sizes

| FY 2016 FMRs By Unit Bedrooms | | | | | |
|---------------------------------|--------------|--------------|--------------|----------------|----------------|
| | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
| FY 2016 Fair Market Rent | \$498 | \$663 | \$807 | \$1,051 | \$1,353 |

Effective 12/11/2015

FY 2016 Income Limits Summary

| Knox County, Tennessee | | | | | | | | | | |
|---------------------------|---------------|--|----------|----------|----------|-----------------|----------|----------|----------|----------|
| FY 2016 Income Limit Area | Median Income | FY 2016 Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
| Knox County | \$61,900 | <u>Very Low (50%) Income Limits</u> | \$21,700 | \$24,800 | \$27,900 | \$30,950 | \$33,450 | \$35,950 | \$38,400 | \$40,900 |
| | | <u>Extremely Low (30%) Income Limits</u> | \$13,000 | \$16,020 | \$20,160 | \$24,300 | \$28,440 | \$32,580 | \$36,730 | \$40,890 |
| | | <u>Low (80%) Income Limits</u> | \$34,650 | \$39,600 | \$44,550 | \$49,500 | \$53,500 | \$57,450 | \$61,400 | \$65,350 |

NOTE: Knox County is part of the **Knoxville, TN MSA**. The **Knoxville, TN MSA** contains the following areas: Anderson County, TN; Blount County, TN; Knox County, TN; Loudon County, TN; and Union County, TN.

Income Limit areas are based on FY 2016 Fair Market Rent (FMR) areas. For a detailed account of how this area is derived please see our associated FY 2016 Fair Market Rent documentation system.

Effective 3/28/16

Exhibit "B"

HOMEMAKERS PROGRAM TOTAL COST AND DEMOGRAPHICS

Address of Property: 4704 Holston Drive, Knoxville, TN 37914 (071-OA-011)

OWNER: Cost of Lot and/or Structure \$ 1,245.00
 Construction and/or Rehab Costs \$ _____
 Soft Costs \$ _____

(Examples: taxes, insurance, utilities, mowing, closing costs, construction payments, etc.)

TOTAL COSTS \$ _____

BUYER:
 Purchase Price \$ _____ Date Sold _____ or _____

TENANT:
 Date Rented or Leased: _____ Monthly Rent: \$ _____ Sec 8? Yes No

| | | |
|-------------------|----------------------------------|--|
| Head of Household | Race ** (Choose from List Below) | Hispanic <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | |

* Head of Household - Choose From:

- | | |
|------------------|--------------------|
| 1 Married Couple | 3 Single Male |
| 2 Single Female | 4 Unmarried Couple |

** Race - Choose From:

- | | |
|--|---|
| 1 White | 6 American Indian/Alaskan & White |
| 2 Black/African American | 7 Asian & White |
| 3 American | 8 Black/African American & White |
| 4 American Indian/Alaskan Native | 9 Amer. Indian/Alaskan Native & Black/African Amer. |
| 5 Native Hawaiian/Other Pacific Islander | 10 Other multi-racial |

Total Annual Family Income (range) \$0 - \$24,999 \$25,000 - \$49,999
 \$50,000 - 74,999 \$75,000 - \$100,000 or greater

Occupied by someone who is 62 or older? Yes No

Occupied by someone with a Disability? Yes No

Number in household: _____

Is head of household male or female? Male Female

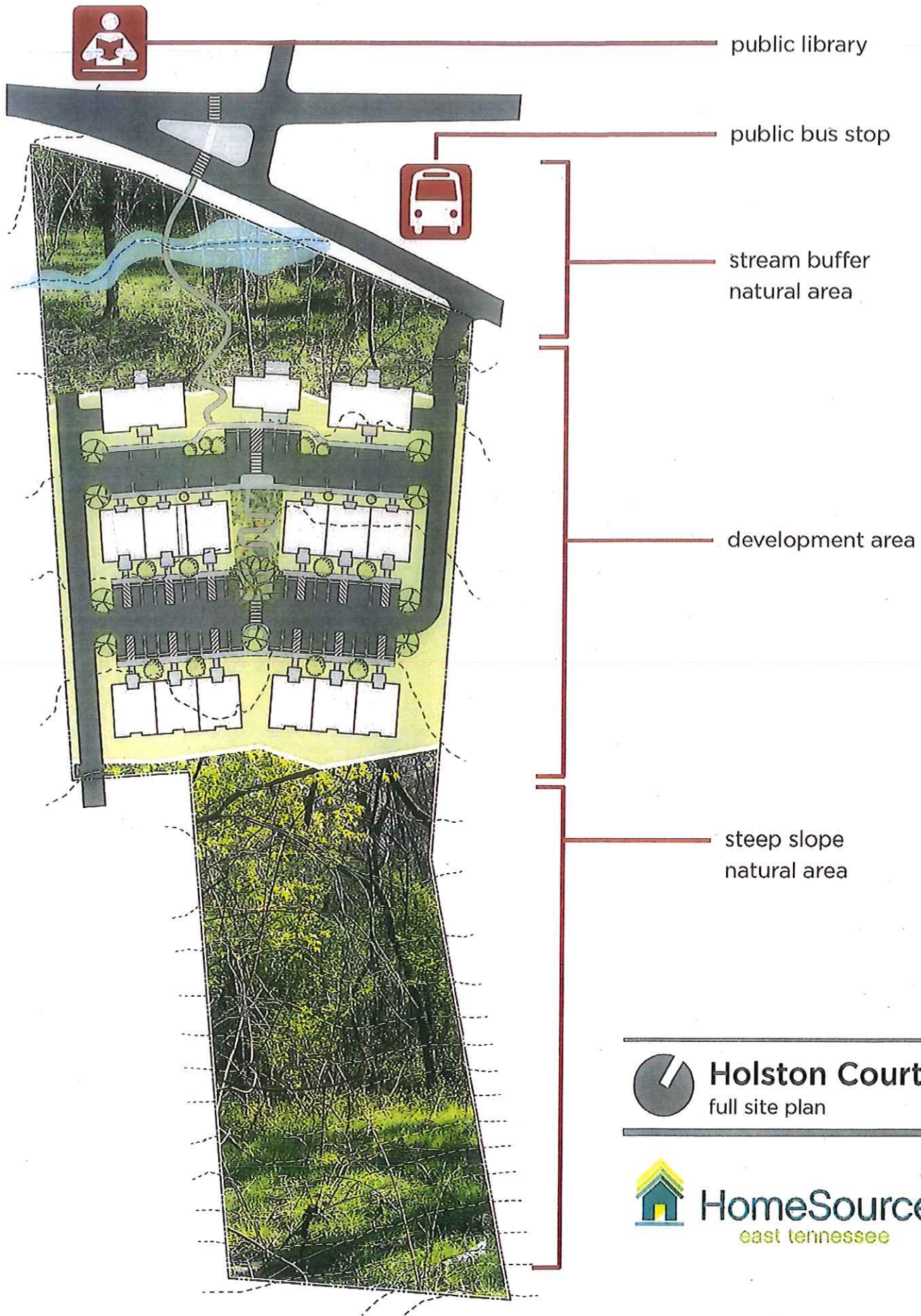
Unit(s) Qualified for Energy Start? Yes No

Brought into Compliance with Lead Safety Rules? Yes No

Multi-Unit Housing? Yes No



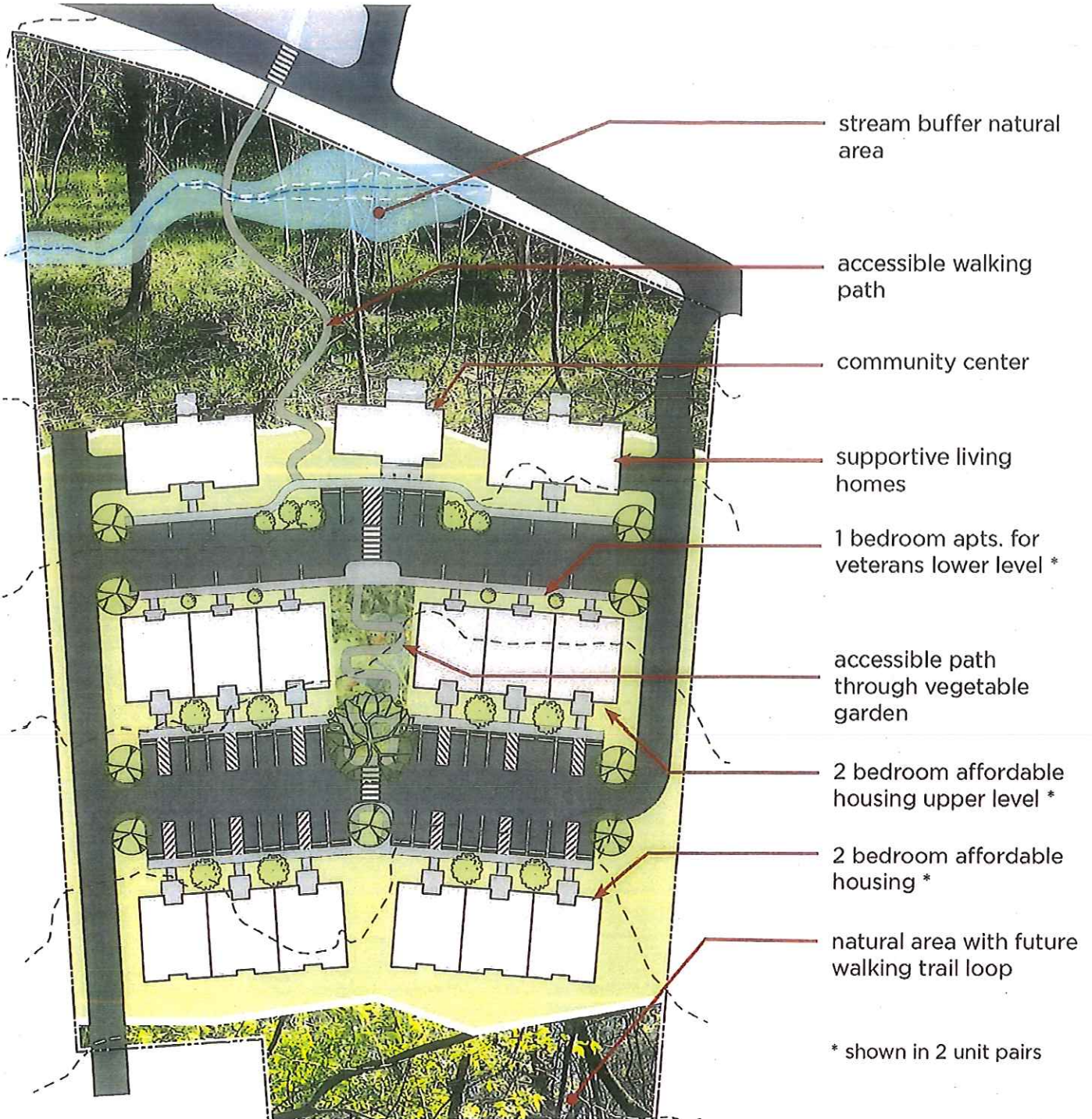
HOLSTON COURT
development rendering



Holston Court
full site plan



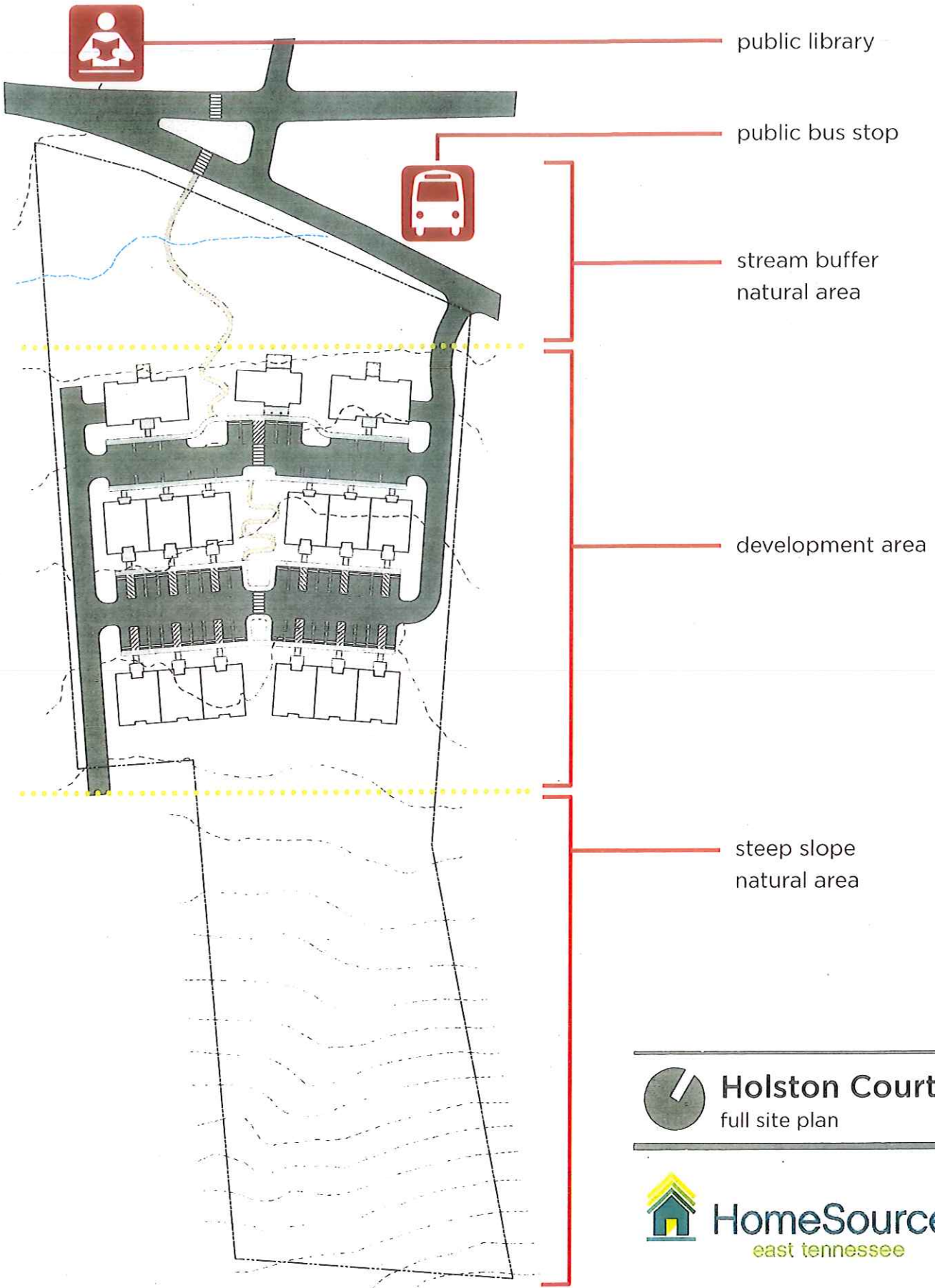
HomeSource
east tennessee



Holston Court
development site plan



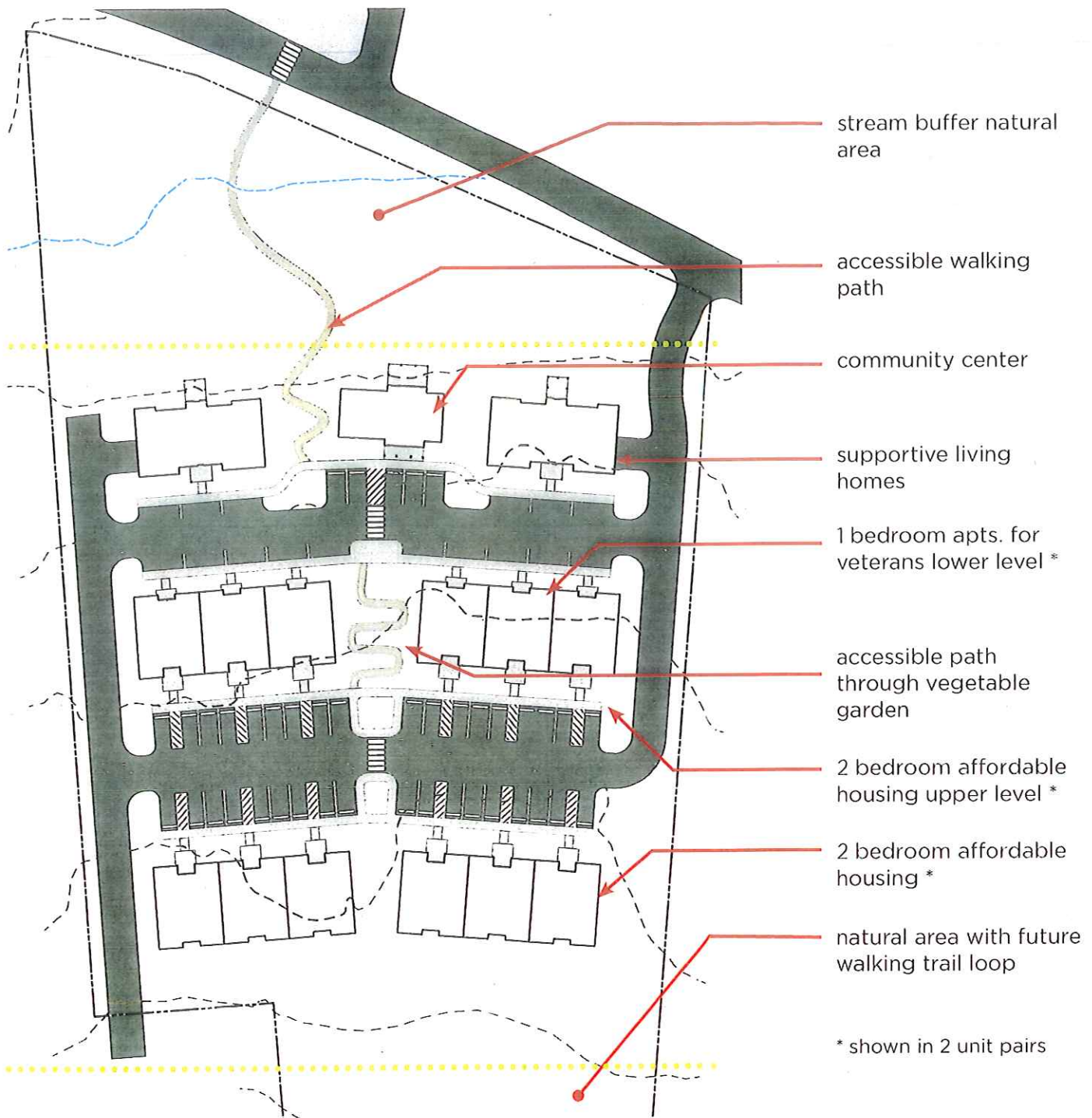
HomeSource
east tennessee



Holston Court
full site plan



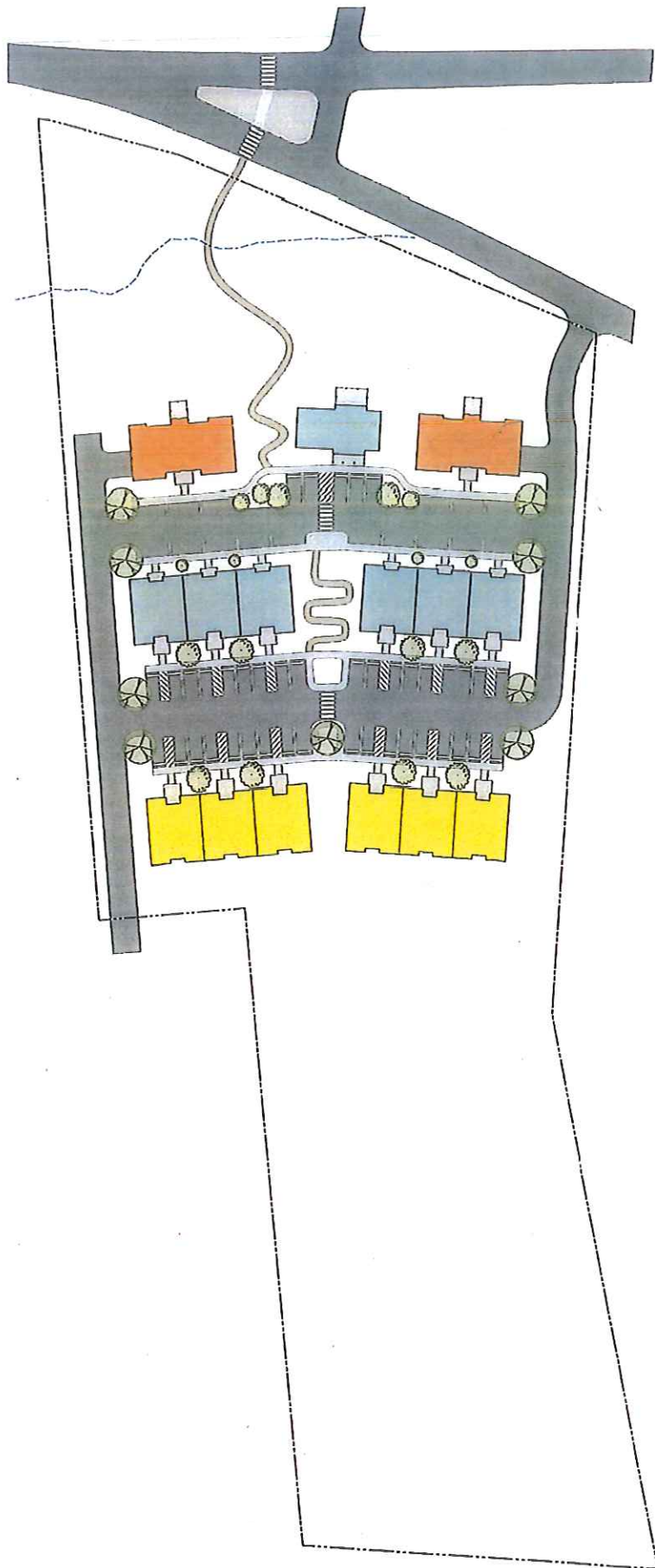
HomeSource
east tennessee



Holston Court
development site plan



HomeSource
east tennessee



PHASE 1
supportive
living



PHASE 2
community
center



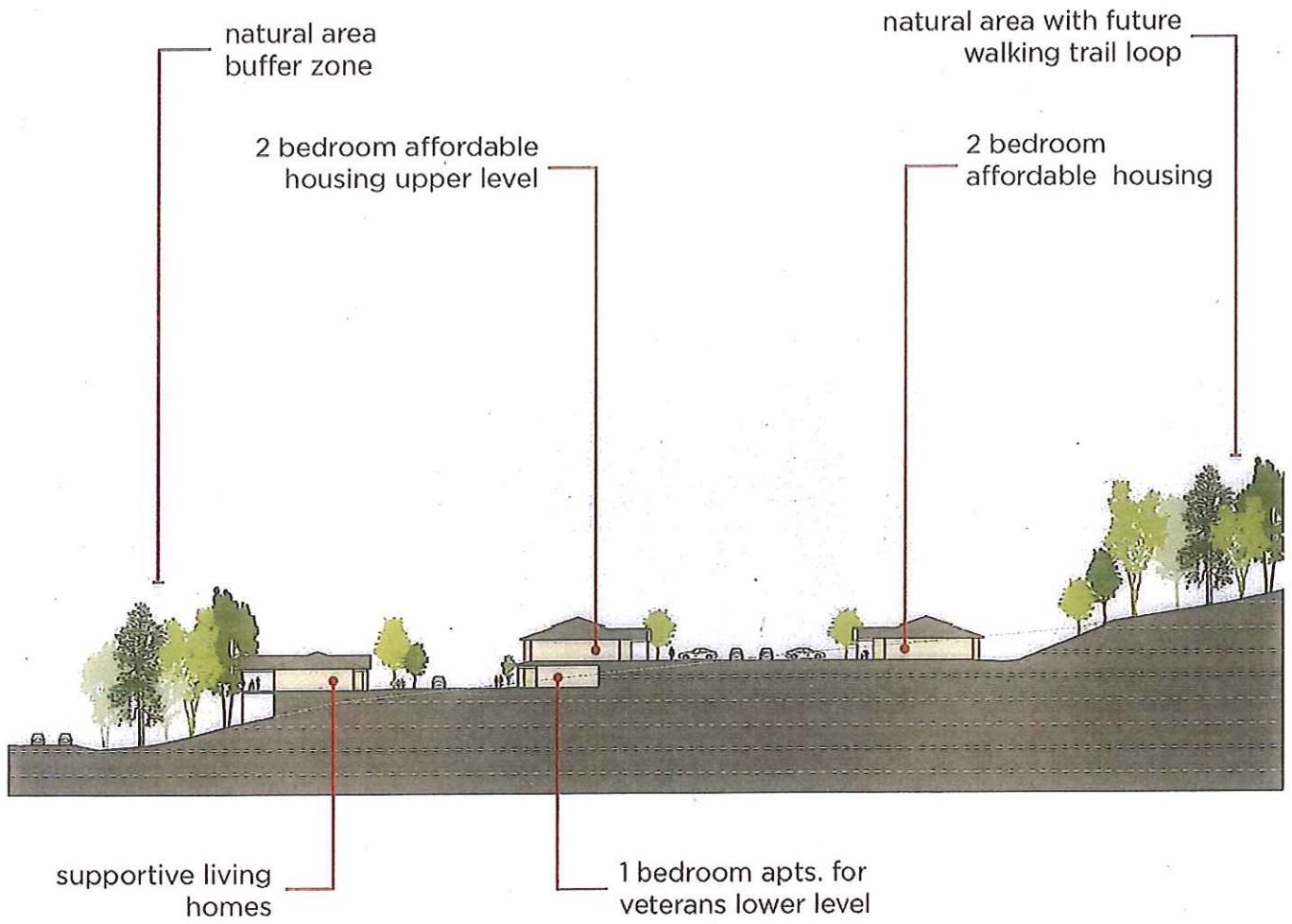
PHASE 2
10 one bed apts
12 two bedroom
apts



PHASE 3
12 two bedroom
apts

Holston Court
phasing diagram





Holston Court
site section





Supportive Housing



Community Center

Holston Court
renderings





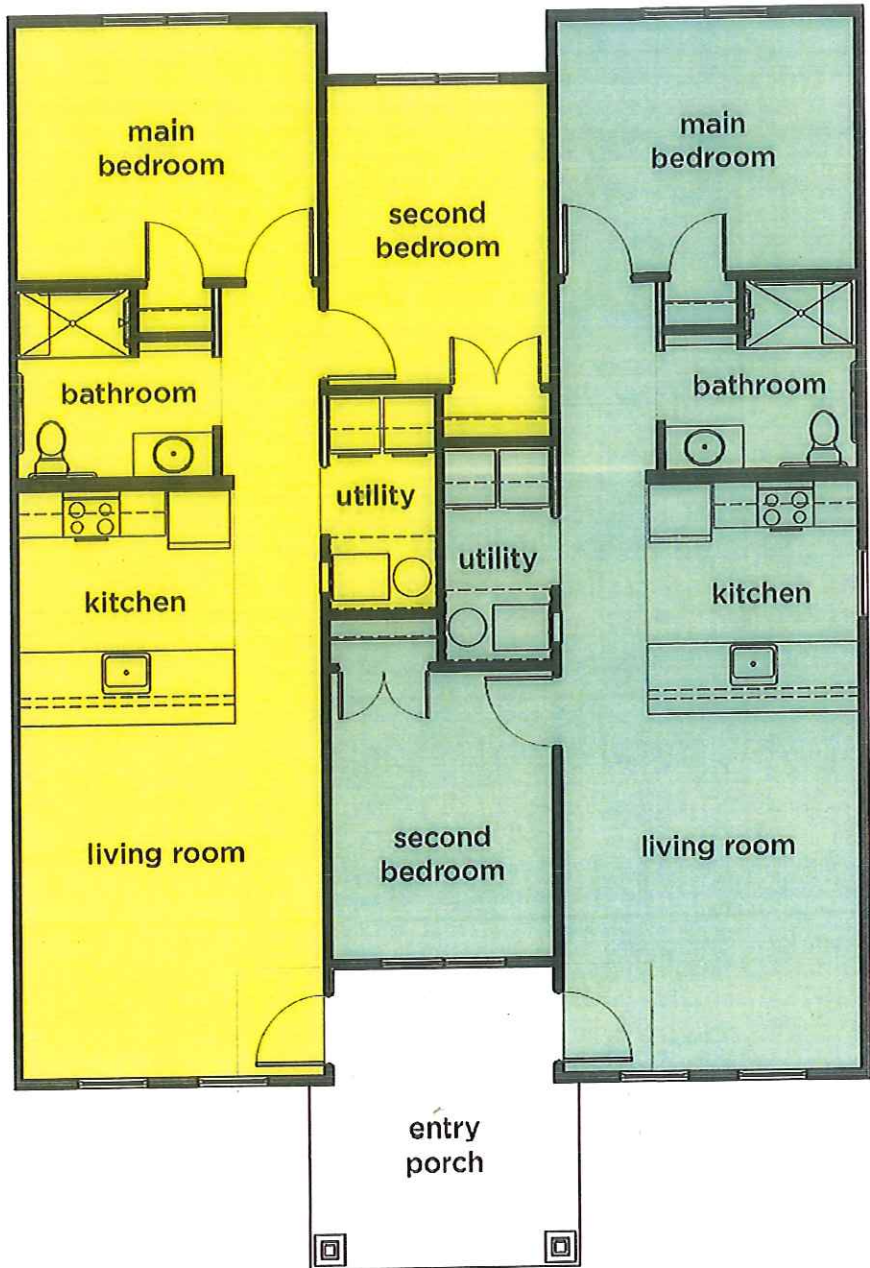
Affordable Housing - upper level



Housing unit - view showing lower level 1 bedroom units

Holston Court
renderings



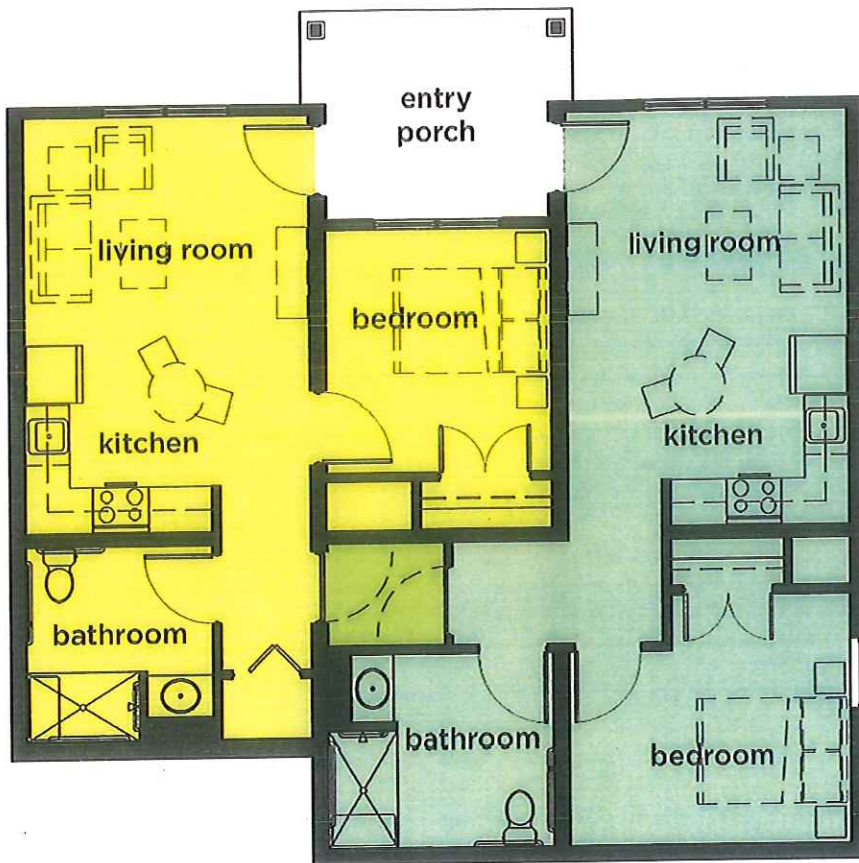


KEY

- two bedroom unit 1 - 800 sf
- two bedroom unit 2 - 793 sf

TWO BEDROOM UNITS



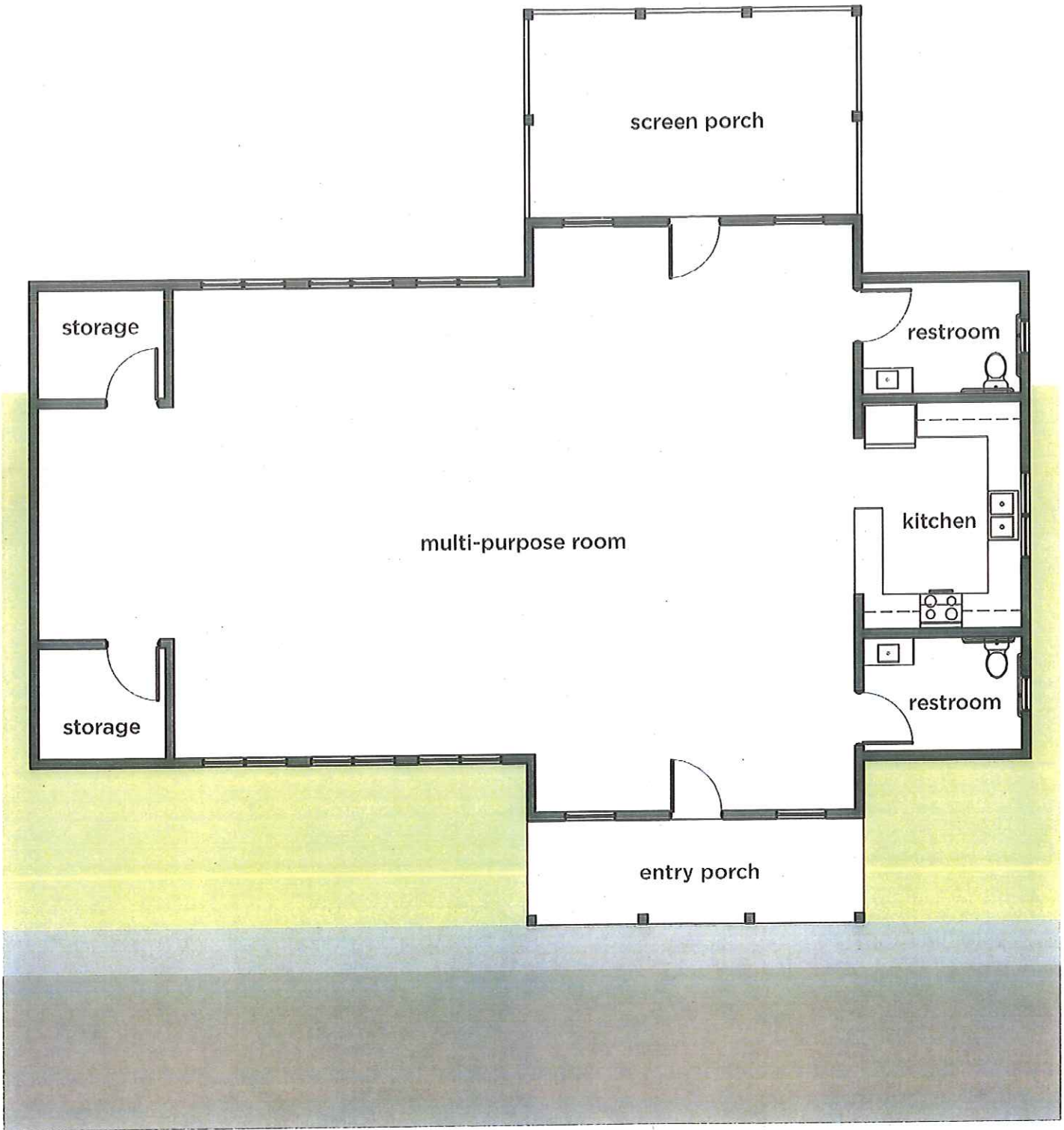


KEY

- one bedroom unit 1 - 480 sf
- one bedroom unit 2 - 515 sf
- optional connector - 23 sf

ONE BEDROOM UNITS





COMMUNITY ROOM

1,700 sf



HomeSource
east tennessee