

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

▶ **FILE #:** 1-I-17-SP

AGENDA ITEM #: 54

AGENDA DATE: 1/12/2017

▶ **APPLICANT:** DIXON GREENWOOD

OWNER(S): Dixon Greenwood

TAX ID NUMBER: 107 N E 012

[View map on KGIS](#)

JURISDICTION: Council District 2

STREET ADDRESS: 4811 Lyons View Pike

▶ **LOCATION:** Northwest side Lyons View Pike, southwest of Colony Way

▶ **APPX. SIZE OF TRACT:** 0.47 acres

SECTOR PLAN: West City

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

ACCESSIBILITY: Access is via Lyons View Pike, a minor arterial street with 23' of pavement width within 45-50' of right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Third Creek

▶ **PRESENT PLAN AND ZONING DESIGNATION:** MDR (Medium Density Residential) / O-1 (Office, Medical, and Related Services)

▶ **PROPOSED PLAN DESIGNATION:** O (Office)

▶ **EXISTING LAND USE:** Church

▶ **PROPOSED USE:** Real estate business using existing building (Offices)

EXTENSION OF PLAN DESIGNATION: Yes, the MU-SD area to the north allows consideration of office uses

HISTORY OF REQUESTS: None noted for this site. Two requests for O-1 in the immediate area have been denied recently (12-O-05-RZ & 4-B-08-RZ) (see attached)

SURROUNDING LAND USE AND PLAN DESIGNATION: North: Houses / MU-SD

South: Lyons View Pike, residence / LDR

East: Condominiums / MU (LDR, MDR)

West: Detached dwellings / MU (LDR, MDR)

NEIGHBORHOOD CONTEXT All of the properties fronting along this section are developed with low density residential uses, zoned R-1 and R-2. To the north are some office uses, accessed by different streets. Cherokee Country Club is to the west along Lyons View Pike, zoned OS-1.

STAFF RECOMMENDATION:

▶ **DENY O (Office) sector plan designation.**

The sector plan uses the MDR designation as a clear buffer between the Bearden mixed area to the north and

the LDR area along the south side of Lyons View Pike. Colony Way to the east is the current stopping point for non-residential uses along Lyons View Pike on the sector plan. This pattern is appropriate. Approval of office uses for this site only would be an unwarranted spot sector plan amendment.

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 made in the vicinity of this site. The zoning and development pattern for this area is well established and appropriate as is.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The sector plan appropriately designates this site for medium density residential uses, consistent with the current R-2 zoning. As stated above, approval of office use for the subject property would be an unwarranted spot plan amendment. The large mixed use area to the north allows office uses and those uses should be located there.

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

There has been no change in public/government policy that warrants the requested amendment to the sector plan. Two past requests for O-1 zoning along the north side of Lyons View Pike between Colony Way and Cherokee Country Club have been denied since 2000, one in 2005 and one in 2008. Nothing has changed since those two denials to warrant a plan amendment at this time.

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

No trends in development, population or traffic have emerged that would reveal the need for a plan amendment at this particular location.

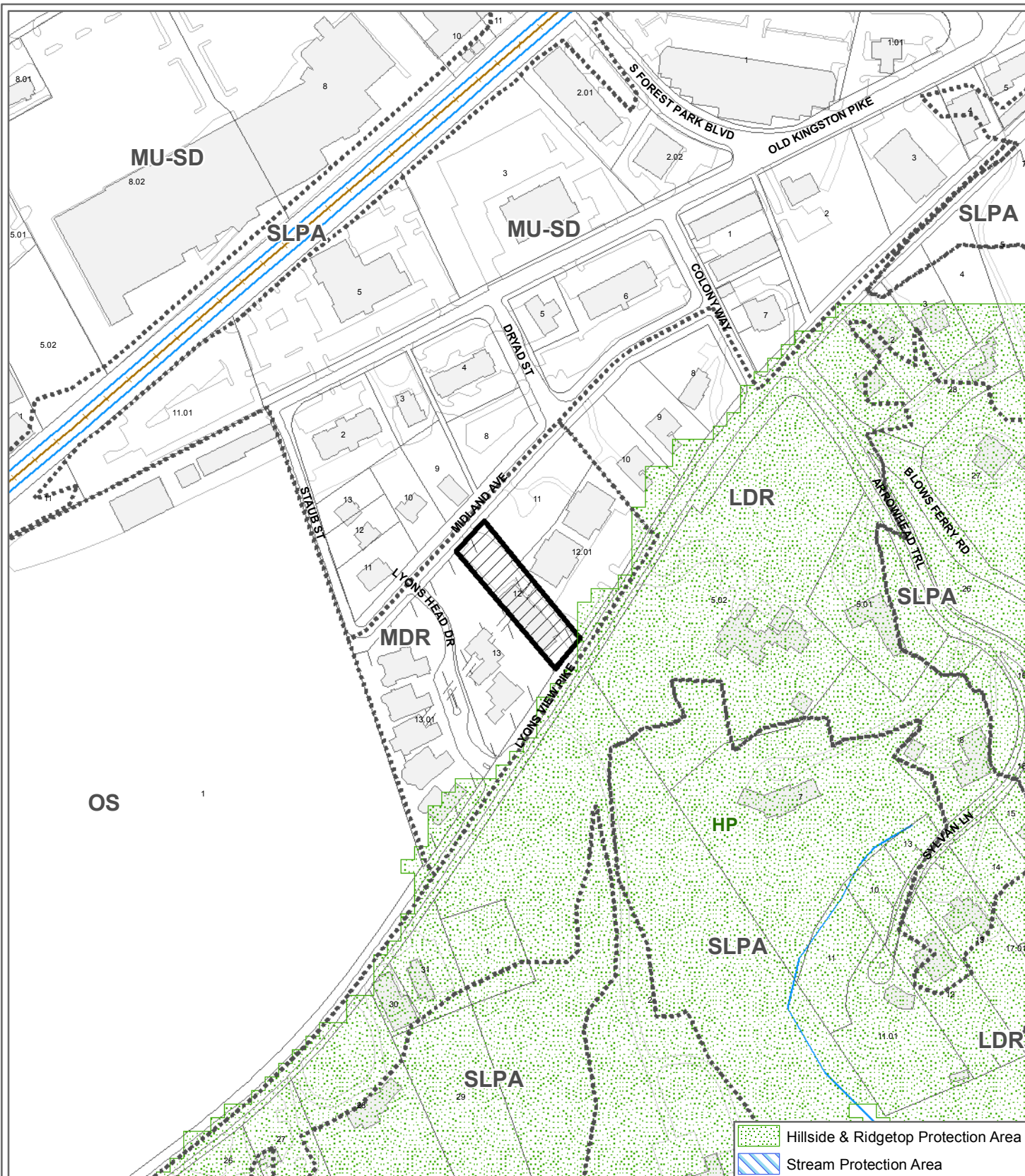
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

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.

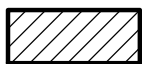
ESTIMATED STUDENT YIELD: Not applicable.

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.



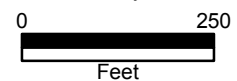
**1-I-17-SP
WEST CITY SECTOR PLAN AMENDMENT**

From: MDR (Medium Density Residential)
To: O (Office)



Petitioner: Greenwood, Dixon

Map No: 107
Jurisdiction: City



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

1-0-17-R2 1-G-17-PA West City Sector

KNOXVILLE-KNOX COUNTY

REZONING PLAN AMENDMENT

MPC
METROPOLITAN
PLANNING
COMMISSION

Name of Applicant: Dixon Greenwood

Date Filed: 11/28/16 Meeting Date: Jan 12, 2017

Application Accepted by: Brousseau

Fee Amount: _____ File Number: Rezoning _____

Fee Amount: 0 File Number: Plan Amendment 1-#17-SP

Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865 • 215 • 2500
FAX • 215 • 2068
www.knoxmpc.org

PROPERTY INFORMATION

Address: 4811 Lyons View Pk.
General Location: NW side Lyons View
Pk, SW of Colony Way

Parcel ID Number(s): 107 NE D12

Tract Size: 0.47 acres

Existing Land Use: Church

Planning Sector: West City

Growth Policy Plan: Inside Knoxville

Census Tract: 71

Traffic Zone: 114

Jurisdiction: City Council 2nd District
 County Commission _____ District

**Requested Change
REZONING**

FROM: _____

TO: _____

PLAN AMENDMENT

One Year Plan West City Sector Plan

FROM: MDR

TO: 0

PROPOSED USE OF PROPERTY

Real estate office
using existing building
(offices)

Density Proposed _____ Units/Acre

Previous Rezoning Requests: None noted

PROPERTY OWNER OPTION HOLDER

PLEASE PRINT

Name: Dixon Greenwood

Company: -

Address: 2112 Woodmere Lane

City: Knoxville State: TN Zip: 37920

Telephone: 865-585-2307

Fax: _____

E-mail: dgreenwood@ballrealty.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Dixon Greenwood

Company: -

Address: 2112 Woodmere Lane

City: Knoxville State: TN Zip: 37920

Telephone: 865-585-2307

Fax: _____

E-mail: dgreenwood@ballrealty.com

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]

PLEASE PRINT

Name: Dixon Greenwood

Company: -

Address: 2112 Woodmere Lane

City: Knoxville State: TN Zip: 37920

Telephone: 865-585-2307

E-mail: dgreenwood@ballrealty.com

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink:

(If more space is required attach additional sheet.)

Name	Address	City	State	Zip	Owner	Option
Dixon Greenwood	2112 Wood	Merel				X
	Knoxville	37920				

1-0-17-R2

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this "Agreement") is made and entered into this 28th day of November, 2016 by and between THE HOUSE OF FAITH, whose notice address for purposes of this Agreement is P. O. Box 11861, Knoxville, TN. 37939 ("Seller"), and DIXON H. GREENWOOD, whose notice address for purposes of this Agreement is 2112 Woodmere Lane, Knoxville, TN 37920 ("Purchaser").

1. **DESCRIPTION OF PROPERTY.** Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, those certain tracts or parcels of land lying and being within Knox County, Tennessee, collectively known as 4811 Lyons View Pike, containing approximately 0.473 acres, together with all rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon as more fully described or depicted on Exhibit A hereto (the "Property"), and subject only to the following matters: (i) real estate taxes and assessments for the current and subsequent years that are not yet due and payable, and (ii) general utility, drainage and service easements of record serving the Property, which do not interfere with the intended commercial office use of the Property by Purchaser.

2. **PURCHASE PRICE.** Seller shall sell and convey the Property to Purchaser and Purchaser shall, subject to the terms and conditions herein set forth, purchase the Property from Seller and pay to Seller the sum of [REDACTED] as follows:

- 2.1 [REDACTED] earnest money deposit as described in Paragraph 6 herein;
- 2.2 Cash, certified funds or wire transfer at closing in the amount of the remaining purchase price.

3. **CLOSING COSTS.** Seller shall pay the cost of preparation of a warranty deed, one-half of any closing fees and Seller's attorneys' fees. Purchaser shall pay all recording fees, and local and state transfer taxes on recordable documents, all title insurance premium costs, one-half of any closing fee and its own attorney's fees.

4. **PRORATIONS.** All real property ad valorem taxes shall be prorated (employing a 365-day year) between Purchaser and Seller as of the date of closing based upon the most recently available property assessment. Seller shall pay all assessments levied against the Property in full on or before closing even if said assessments are due in installments subsequent to Closing.

5. **CLOSING.** The consummation of the purchase and sale of the Property contemplated under this Agreement (the "Closing") shall be held thirty (30) days following Seller's successful completion of rezoning of the real property to office use, or any extension thereof pursuant to Paragraph 7 below, if this Agreement is not terminated during such Due Diligence Inspection Period or any extension thereof. Closing shall be held at a time and place reasonably designated by Purchaser, or at such time and place which may be agreed upon by

Purchaser's
[Signature]

Seller and Purchaser; provided, if not sooner closed or extended by mutual agreement, this agreement shall expire on [REDACTED]. Seller agrees to deliver possession of the Property to Purchaser at Closing in an unoccupied condition which is vacant, free of any right of possession, tenancies, licenses, or claims or rights of possession by any party other than Purchaser.

6. **EARNEST MONEY.** Purchaser shall deposit with Long, Ragsdale, & Waters, P.C.(the "Title Company"), the sum of [REDACTED] as an earnest money deposit (the "Earnest Money") within three (3) business days from the final signing of this Agreement. The Earnest Money deposit shall be refundable to Purchaser only upon Purchaser's cancellation of this Agreement before the expiration of the Due Diligence Inspection Period or Purchaser's unsuccessful rezoning of the real property to office use.

7. **DUE DILIGENCE INSPECTION AND REZONING PRIOR TO CLOSING.**

7.1 Purchaser, its agents and representatives, shall have a period of the later of: (i) [REDACTED] after execution of this Agreement (the "Inspection Period") or (ii) the date of a successful "Rezoning" as described in Section 7.7 hereinbelow. During the Due Diligence Inspection Period, Purchaser shall, at its sole expense, have the right to enter upon the Property with notice and the supervision of Seller and inspect, examine, and perform topographical surveys, soil tests, borings, and other tests, studies and appraisals necessary in the sole discretion of Purchaser in connection with the topography, demographics, zoning, marketing and suitability of the Property for development and improvement thereon. Purchaser shall indemnify and hold Seller harmless from any and all damages caused to the Property or to third parties resulting from Purchaser's inspections and examinations and shall return the Property to substantially its prior condition upon completion thereof. Notwithstanding anything to the contrary contained in this Agreement, Purchaser may, prior to the close of the [REDACTED] Due Diligence Inspection Period, at his option, terminate this Agreement by giving written notice to delivered to Seller and Seller's attorney, in which event the Earnest Deposit shall be refunded and delivered to Purchaser and this Agreement shall be deemed null and void and of no further force and effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder, but any such termination shall not terminate any indemnification obligation of Purchaser hereunder. Purchaser agrees to furnish to Seller copies of all inspections and recommended curative actions and assessments commissioned by Purchaser during the due diligence inspection period. Notwithstanding anything to the contrary contained herein, Purchaser's obligation to close shall at all times be conditioned upon:

7.2 Seller delivering good and marketable title to the Property in accordance with the provisions hereof by legally sufficient special warranty deed; and

7.3 Seller agrees to sell the real property "AS IS," and Purchaser has independently obtained acceptable professional assessment of the condition and title to the real property; and Seller acknowledges that he has not relied on any warranties and representations by Seller.

7.4 Purchaser's determination during the one hundred twenty (120) day Due Diligence Inspection Period, in Purchaser's sole but reasonably exercised discretion that (a) all utilities necessary for the construction, development and use of the Property, including (but not limited to) public road access, water, telephone, sanitary sewer, storm sewer, natural gas, electricity and cable television are and will be available at the property and otherwise satisfactory, all in Purchaser's sole but reasonably exercised discretion, for Purchaser's use in connection with the construction, development and use of the Property and that (b) Purchaser will be able to connect to and obtain all such utility services solely upon the payment of such ordinary tap-on fees and charges as are normally and uniformly imposed by the utility companies or governmental agencies supplying such services and without the imposition of impact fees on Purchaser.

7.5 Purchaser's receipt during the [REDACTED] Due Diligence Inspection Period, of (a) soil test studies with regard to the Property indicating that suitable soil conditions exist for development of the Property, and (b) a so-called "Phase I Environmental Investigation Report or Audit" and any other environmental reports deemed necessary by Purchaser (collectively the "Environmental Audit") prepared by an environmental engineer or consultant of Purchaser's choice and certifies to Purchaser, that there is no environmental surface, subsurface, groundwater or other contamination and property is in all other respects acceptable to Purchaser. If the Purchaser has any objection to the conditions disclosed in the Environmental Audit, the Purchaser shall give the Seller written notice (the "Objection Notice") of such objection within ten (10) business days of discovery of the defect or problem giving rise to such objection. The Seller shall have the right, but not the obligation, to address the conditions disclosed in the Environmental Report in a manner reasonably satisfactory to Purchaser. Seller shall notify Purchaser if Seller is unable or unwilling to take the remedial action within ten (10) days of receipt of the Objection Notice. If the Seller is unable or unwilling to cure or eliminate or correct the defect or problem as requested in the Objection Notice within thirty (30) days after the Objection Notice is given, the Purchaser shall elect to either (i) waive such defects and accept title to the Property subject to such defects, without reduction of the Purchase Price, or (ii) terminate this Agreement by giving written notice to Seller, whereupon all Earnest Money shall be returned to Purchaser and this Agreement shall be deemed null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder but any such termination shall not terminate any indemnification obligation of Purchaser hereunder.

7.6 Purchaser shall have the right to extend the Inspection Period for [REDACTED] [REDACTED] periods upon notice to Seller. In the event Purchaser exercises its first right to extend this Inspection Period, the original [REDACTED] of Earnest Money shall become nonrefundable and payable to Seller as part of the purchase price of liquidated damages, should Purchaser not complete the closing with Seller. Should Purchaser elect to exercise its second (2nd) right to extend this Inspection Period, Purchaser shall place an additional [REDACTED] of Earnest Money with the Title Company. Upon any extension, all Earnest Money deposits shall become nonrefundable, except in the event of breach by Seller, if not applied to the purchase price at closing shall be paid to Seller as liquidated damages.

All Earnest Money deposits shall be applicable to the purchase price, unless earned by Seller as liquidated damages.

7.7 REZONING—Notwithstanding anything contained herein to the contrary, Seller acknowledges Purchaser’s intention to rezone the property for Purchaser’s intended use for professional office space. During the Due Diligence Inspection Period, Purchaser shall be entitled to prepare and submit the rezoning application as Seller’s duly appointed agent to the local authorities for consideration and Seller agrees to sign any documents reasonably requested by Purchaser in connection therewith. Should the “2nd Reading” (or similar rezoning proceeding) be successful, and the Property is rezoned to O-1 (office use), all conditions to Purchaser’s obligations to close under this Agreement shall be deemed to be satisfied or otherwise waived by Purchaser, and Purchaser agrees to close on the Property within the time period contained in this Agreement (or any extension thereof). Notwithstanding anything contained herein to the contrary, should the “2nd reading” (or similar rezoning proceeding) be unsuccessful, and the Property not be rezoned for Purchaser’s intended use, Purchaser shall have the option to terminate this Agreement, at which time all Earnest Deposits shall be refunded to Purchaser.

8. **CONVEYANCE OF TITLE.** Seller shall convey good and marketable fee simple title to the Property to Purchaser pursuant to a recordable special warranty deed. “Good and marketable title” as used herein shall mean ownership which, when acquired by Purchaser, will be insurable by the Title Company under its standard ALTA owner’s form title insurance policy at standard rates and free and clear of all liens, encumbrances, and other exceptions to title agreed to by Purchaser (the “Permitted Exceptions”). Seller shall deliver to Purchaser at Closing an affidavit acceptable to the Title Company, that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last ninety-five (95) days immediately preceding Closing (or such longer period as may give rise to liens under applicable law), or (ii) if there have been any such improvements or repairs, that all lien holders or potential lien holders in connection with such improvements or repairs have been paid in full. Seller shall also execute and deliver in connection with the Closing documents as reasonably required by the Title Company, including without limitation, affidavits, certificates and other information sufficient to satisfy requirements of the Internal Revenue Code. Within thirty (30) working days after receipt by Purchaser of the title insurance commitment, Purchaser shall notify Seller of any “Additional Exception” which for the purposes of this Agreement, shall be defined as any obligation or defects which affect the marketability or insurability of the title to the Property. In the event, however, Seller elects not to remove such defects or is unable to cure any Additional Exceptions prior to Closing, then, at Purchaser’s option, Purchaser may either (i) take title to the Property despite the existence of the uncured Additional Exceptions as if such uncured Additional Exceptions had not existed, or (ii) terminate this Agreement, in which event all Earnest Money paid by Purchaser shall be refunded by Seller to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force of effect but any such termination shall not terminate any indemnification obligation of Purchaser hereunder. Notwithstanding anything herein contained to the contrary, any existing deeds of trust, mortgages, mechanic’s or material men’s liens and similar monetary liens and encumbrances shall be automatically deemed “Additional Exceptions” to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto

Seller, and Purchaser under no circumstances shall be deemed to have waived any such Additional Exceptions unless such waiver shall be an express waiver in writing executed by Purchaser.

9. **CONDEMNATION AND DESTRUCTION.** In the event, at any time between the making of this Agreement and Closing, all or any of the Property is condemned by any legally constituted authority for any public use or purpose, or cause, then Purchaser may elect either: (i) to terminate this Agreement, in which event all Earnest Money paid by Purchaser shall be refunded, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force and effect but any such termination shall not terminate any indemnification obligation of Purchaser hereunder; or (ii) to collect all proceeds from any condemnation or from any insurance policies insuring the improvements located on the Property from damage or destruction and have the terms of this Agreement remain in full force and effect and binding on the parties hereto (with Purchaser not receiving a credit against the Purchase Price for any deductibles and the amount of any uninsured casualty). In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

10. **AGREEMENT ASSIGNABLE BY PURCHASER.** The rights and interests of Purchaser in and to this Agreement may be assigned or transferred by Purchaser at any time provided the assignee remains bound by the terms hereof.

11. **SURVIVAL OF CLOSING.** All warranties, covenants and representations made herein by either Seller or Purchaser shall expire at the conclusion of closing and be merged into the closing documents .

12. **SELLER REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants and covenants to Purchaser as of the date hereof, that the real property is being sold "AS IS," and shall again represent and warrant to Purchaser as of the date of closing, that:

12.1 Seller has complete and full authority to (i) execute this Agreement and to convey to Purchaser good and marketable fee simple title to the Property, in accordance with Paragraph 7 of this Agreement, free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Exceptions, (ii) execute and deliver the deed to the Property contemplated hereby and such other documents, instruments and agreements, including (but not limited to) affidavits and certificates, as are reasonably necessary to effectuate the transaction contemplated herein, and (iii) take all such additional action reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein, which is being sold and conveyed "AS IS."

12.2 To the best of Seller's knowledge, all assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; to the best of Seller's knowledge, no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be

assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

12.3 Seller has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof.

12.4 Seller will not sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor restrict the use of all or any part of the Property, nor take or cause to be taken any action in conflict with this Agreement at any time between the date of execution of this Agreement and (i) Closing or (ii) the earlier termination of this Agreement pursuant to its terms. Seller additionally hereby represents and warrants that no rights of first refusal or similar agreements exist in connection with the Property which would in any way interfere with Purchaser's ability to purchase the Property as provided herein, or which are in any way in contravention of the spirit and intent of this Agreement.

12.5 Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller anything which Seller believes to be a threat of any such action, litigation, or proceeding.

12.6 Seller has not received notice of any violations of law, municipal or county ordinances, or other legal requirement with respect to the Property or with respect to the use, occupancy or construction thereon, and is conveying "AS IS."

12.7 During Seller's ownership of the Property and, to Seller's knowledge, (i) none of the Property has been excavated, (ii) no landfill was deposited on, or taken from, the Property, and (iii) no toxic wastes or hazardous materials were deposited, disposed of, stored, generated or released on or from the Property.

12.8 Seller is not a "foreign person" as that term is defined in Internal Revenue Code Section 1445(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445 thereof.

12.9 There are no billboards or other signs or, to the best of Seller's knowledge, cemeteries, gravesites or burial sites or grounds located on the Property.

12.10 Seller is in sole and exclusive possession of the Property and no person or entity claims any right of possession to all or any portion thereof, except for the Permitted Exceptions.

12.11 Intentionally deleted.

13. **LAND SURVEY.** Purchaser shall, within the [REDACTED] Day Due Diligence Inspection Period, obtain at his expense a boundary land survey from a duly licensed Tennessee Land Surveyor (the "Survey" or "Land Survey") of the Property. Failure to obtain the Land Survey by the expiration of such Due Diligence Inspection Period shall be deemed a waiver of Purchaser's right to make objections based on any land survey matters from a current and accurate Land Survey. Subject to the foregoing limitation, should the Land Survey reveal "Additional Exceptions" (as defined in Paragraph 8), Seller and Purchaser shall have the same rights and obligations with respect thereto as do such parties with regard to Additional Exceptions revealed by Purchaser's title examination, all as provided in and by Paragraph 8. Seller and Purchaser agree that the acreage of the Property and the land boundary lines of the Property shall be conclusively determined by the current and accurate Land Survey. Seller will be promptly furnished a copy of the current and accurate Land Survey.

14. **NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing addressed as follows:

(a) If to Seller: The House of Faith
ATTN: Beatrice Carpenter
P.O. Box 11861
Knoxville, TN. 37939

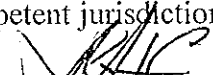
(b) If to Purchaser: Dixon H. Greenwood
2112 Woodmere Lane
Knoxville, TN 37920

With a copy to: Long, Ragsdale, & Waters, P.C.
Attn: Lee Popkin
1111 Northshore Drive, Suite S-700
Knoxville, TN 37919

Nolan Sharbel, Attorney
9111 Cross Park Drive Bldg. D, Suite 200
Knoxville, TN 37923

or to such other address as the parties may from time to time designate by notice in writing to the other parties. Any such notice shall be in writing and shall be (i) personally delivered or (ii) mailed by overnight courier service or (iii) mailed by first class, registered or certified mail, return receipt requested, postage prepaid. Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered by acknowledged hand or courier delivery or on the third business day after it is mailed, as the case may be. Any party may change its address for the purpose of notice by giving written notice in accordance with the provisions of this Section.

15. AMENDMENT. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and this Agreement nor any provision hereof maybe changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by both parties.

16. LEGAL FEES. ~~In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party or parties reasonable attorney's fees to be determined by the entry of a final order in the court of competent jurisdiction in which such legal action is brought~~ Intentionally deleted (D6) 

17. RECORDATION. Neither Purchaser nor Seller shall record this agreement or any memorandum thereof unless mutually signed by all parties thereto until such time as all contingencies have been removed by performance of the respective obligated party and notice of the closing date and time has been furnished to the other party

18. BROKERS. Each party represents and warrants to the other that no real estate broker or agent has been instrumental in the procurement of this Agreement. Each party shall indemnify and save the other party wholly harmless against any loss, cost or other expense, including court costs and reasonable attorney's fees that may be incurred by such other party by reason of any breach of the foregoing warranties and covenants. Seller further acknowledges that it has had dealings with Zafer Roback in regards to the Property, and any commissions due to him shall be the sole responsibility of Seller.

19. DEFAULT BY PURCHASER. In the event that Purchaser fails to perform under this Agreement, including the failure to consummate the purchase of the Property under the terms stated in this Agreement, Seller shall have the following exclusive remedy: Seller shall retain the Earnest Money, including any interest earned thereon, as liquidated damages and this Agreement shall terminate and be of no further force and effect.

20. DEFAULT BY SELLER. If Seller fails to perform under this Agreement, Purchaser shall have the right, after providing written notice to Seller and a two (2) business day period to cure, either (i) to receive back the Earnest Money, including any interest earned thereon, and terminate this Agreement, or (ii) to require specific performance on the part of Seller and receive any attorneys' fees and expenses related to the enforcement of Purchaser's rights under this Agreement, but shall have no other remedies at law or in equity.

21. APPLICABLE LAW. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

22. WAIVER. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this agreement.

23. SEVERABILITY. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is binding upon and shall inure to the benefit of Seller and Purchaser, their heirs, successors, legal representatives and assigns.

25. ACCEPTANCE DEADLINE. This contract is null and void if not accepted to within five (5) working days from date of Purchaser's signing.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the date set forth herein.

SELLER: *[Signature]* PURCHASER: *[Signature]*
By: *[Signature]* By: *[Signature]*
Its: *President* Its: *self*

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

▶ **FILE #:** 1-O-17-RZ
 1-G-17-PA

AGENDA ITEM #: 54
AGENDA DATE: 1/12/2017

▶ **APPLICANT:** **DIXON GREENWOOD**
 OWNER(S): Dixon Greenwood

TAX ID NUMBER: 107 N E 012 [View map on KGIS](#)

JURISDICTION: Council District 2

STREET ADDRESS: 4811 Lyons View Pike

▶ **LOCATION:** **Northwest side Lyons View Pike, southwest of Colony Way**

▶ **TRACT INFORMATION:** **0.47 acres.**

SECTOR PLAN: West City

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

ACCESSIBILITY: Access is via Lyons View Pike, a minor arterial street with 23' of pavement width within 45-50' of right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Third Creek

▶ **PRESENT PLAN DESIGNATION/ZONING:** **MU (Mixed Use) (MDR-Medium Density Residential, LDR-Low Density Residential) / R-2 (General Residential)**

▶ **PROPOSED PLAN DESIGNATION/ZONING:** **O (Office) / O-1 (Office, Medical, and Related Services)**

▶ **EXISTING LAND USE:** **Church**

▶ **PROPOSED USE:** **Real estate office using existing building (Offices)**

EXTENSION OF PLAN DESIGNATION/ZONING: Yes, the MU-SD area to the north allows consideration of office uses

HISTORY OF ZONING REQUESTS: None noted for this site. Two requests for O-1 in the immediate area have been denied recently (12-O-05-RZ & 4-B-08-RZ) (see attached)

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING
 North: Houses / MU-SD / O-1 (Office, Medical & Related Services)
 South: Lyons View Pike, residence / LDR / R-1 (Low Density Residential)
 East: Condominiums / MU (LDR, MDR) / R-2 (General Residential)
 West: Detached dwellings / MU (LDR, MDR) / R-2 (General Residential)

NEIGHBORHOOD CONTEXT: All of the properties fronting along this section are developed with low density residential uses, zoned R-1 and R-2. To the north are some office uses, accessed by different streets. Cherokee Country Club is to the west along Lyons View Pike, zoned OS-1.

STAFF RECOMMENDATION:

▶ **DENY O (Office) One Year Plan designation.**

The One Year Plan uses the MU (LDR, MDR) designation as a clear buffer between the Bearden mixed area to the north and the LDR area along the south side of Lyons View Pike. Colony Way to the east is the current stopping point for non-residential uses along Lyons View Pike on the sector plan. This pattern is appropriate. Approval of office uses for this site only would be an unwarranted spot sector plan amendment.

► **DENY the rezoning to O-1 (Office, Medical & Related Services), consistent with the denial recommendations for the associated plan amendments.**

There is a large area of O-1 zoning directly north of this property, not accessed from Lyons View Pike. Approval of O-1 zoning for this site would be a spot rezoning, giving the applicant development rights that neighboring properties on either side do not have. The residential zoning pattern is well established in this area and should be maintained. Also, the current R-2 zoning allows reasonable use of the property and the existing building on it. For example, R-2 zoning allows use on review consideration of a medical facility, nursing home, assisted living facility, assembly hall, church or child day care facility.

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** - The One Year Plan appropriately designates this site for low or medium density residential uses, consistent with the current R-2 zoning. As stated above, approval of office use for the subject property would be an unwarranted spot plan amendment. The large mixed use area to the north allows office uses and those uses should be located there.

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 made in the vicinity of this site. The zoning and development pattern for this area is well established and appropriate as is.

C. **A CHANGE IN PUBLIC POLICY, UNANTICIPATED BY THE PLAN** - There has been no change in public/government policy that warrants the requested amendment to the sector plan. Two past requests for O-1 zoning along the north side of Lyons View Pike between Colony Way and Cherokee Country Club have been denied since 2000, one in 2005 and one in 2008. Nothing has changed since those two denials to warrant a plan amendment at this time.

D. **NEW INFORMATION (INCLUDING NEW PLANS AND STUDIES PRODUCED BY MPC) BECOMING AVAILABLE, WHICH REVEALS THE NEED FOR A PLAN AMENDMENT** - No new information has become available that would reveal the need for a plan amendment at this particular location.

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. There is adequate O-1 zoning available in the area to meet demand.
2. The West City Sector Plan recommends only residential land uses and zoning on Lyons View Pike, west of Colony Way,
3. The existing zoning pattern is appropriate, as it establishes a transition between the Bearden mixed use area to the north and the low density residential use on the south side of Lyons View Pike.

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

1. The O-1 zone, as described in the zoning ordinance, is intended to provide areas for professional and business offices and related activities that require separate buildings surrounded by landscaped yards and open areas. The intent is to provide centralized, compact locations for business offices, clinics, medical and dental offices, as well as suburban locations near residential neighborhoods.
2. Based on the above general intent, this site is not appropriate for O-1 zoning.

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. The residential zoning pattern along Lyons View Pike, west of Colony Way, should be maintained in its current form. It creates a transitional area between the Bearden mixed use area to the north and low density residential uses to the south.
2. Allowing office use of this property could have a negative impact on the established residences to the north, east and west.
3. Two similar rezoning requests were denied in this same area in 2005 and 2008 (see attached map), further establishing the policy of reserving this area for residential uses only.
4. Public water and sewer utilities are available to serve the site.

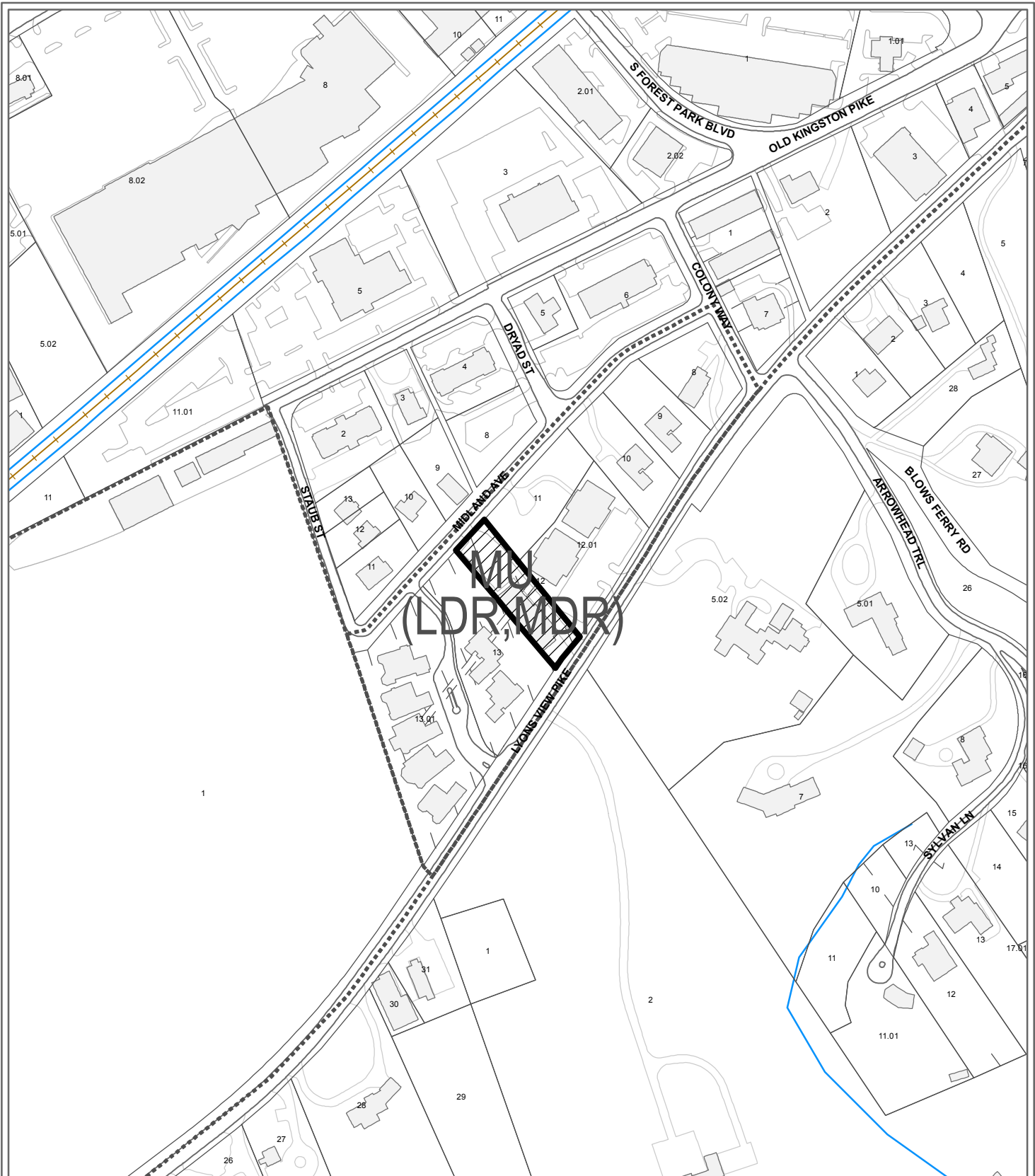
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With approval of the requested One Year Plan amendment to O, the requested O-1 zoning would be consistent with the plan.
2. With approval of the requested West City Sector Plan amendment to O, the requested O-1 zoning would be consistent with the sector plan.
3. The site is located within the City Limits of Knoxville on the Knoxville-Knox County-Farragut Growth Policy Plan map.
4. This current zoning does not present any apparent conflicts with any other adopted plans, and should be maintained.

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-G-17-PA / 1-O-17-RZ
PLAN AMENDMENT**

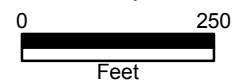
From: MU (Mixed Use) (MDR-Medium Density Residential, LDR-Low Density Residential)
To: O (Office)



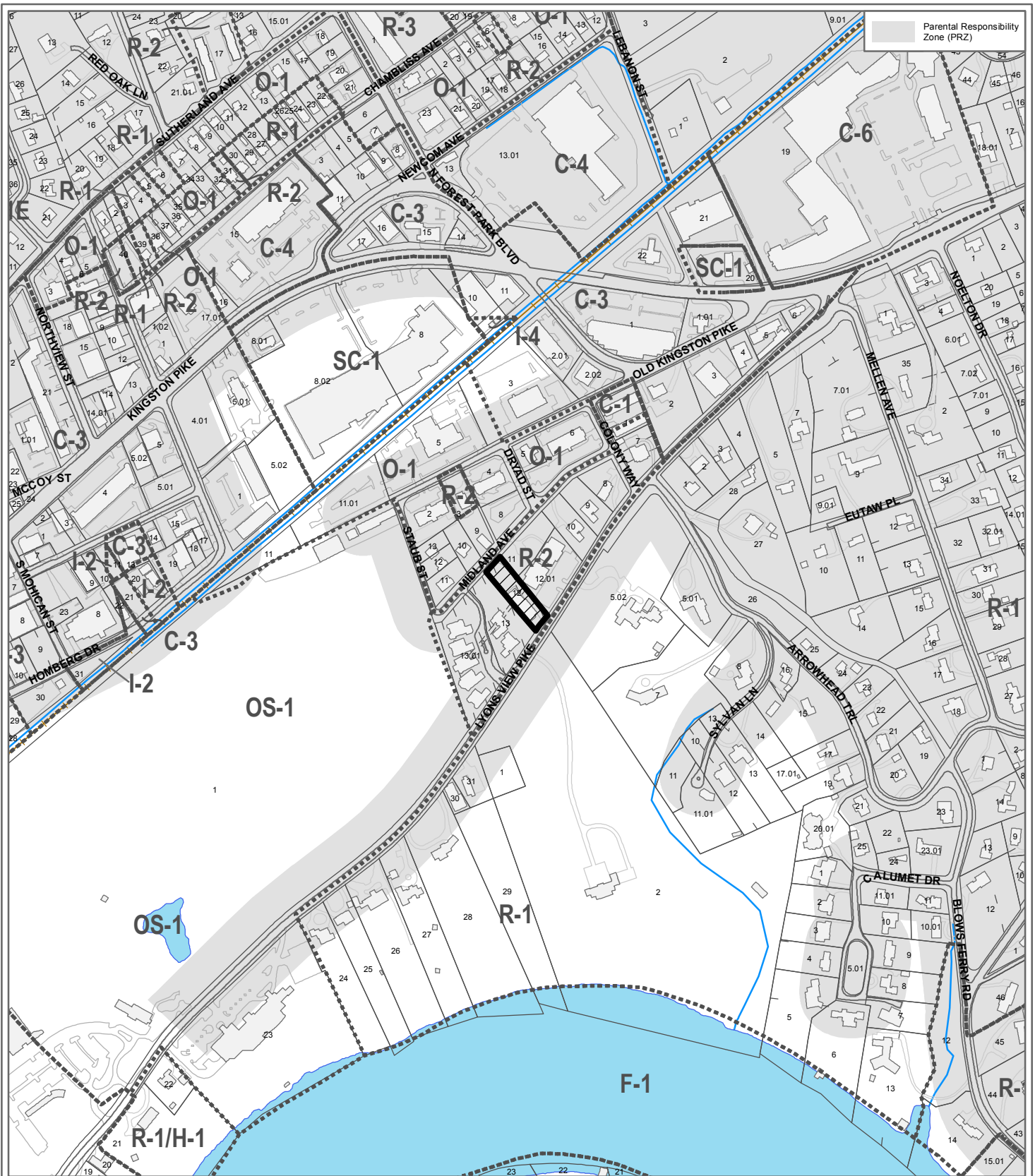
Petitioner: Greenwood, Dixon

Map No: 107

Jurisdiction: City



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



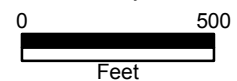
**1-O-17-RZ
REZONING**

From: R-2 (General Residential)
To: O-1 (Office, Medical, and Related Services)

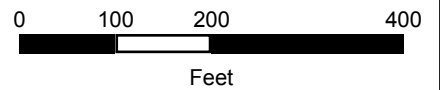
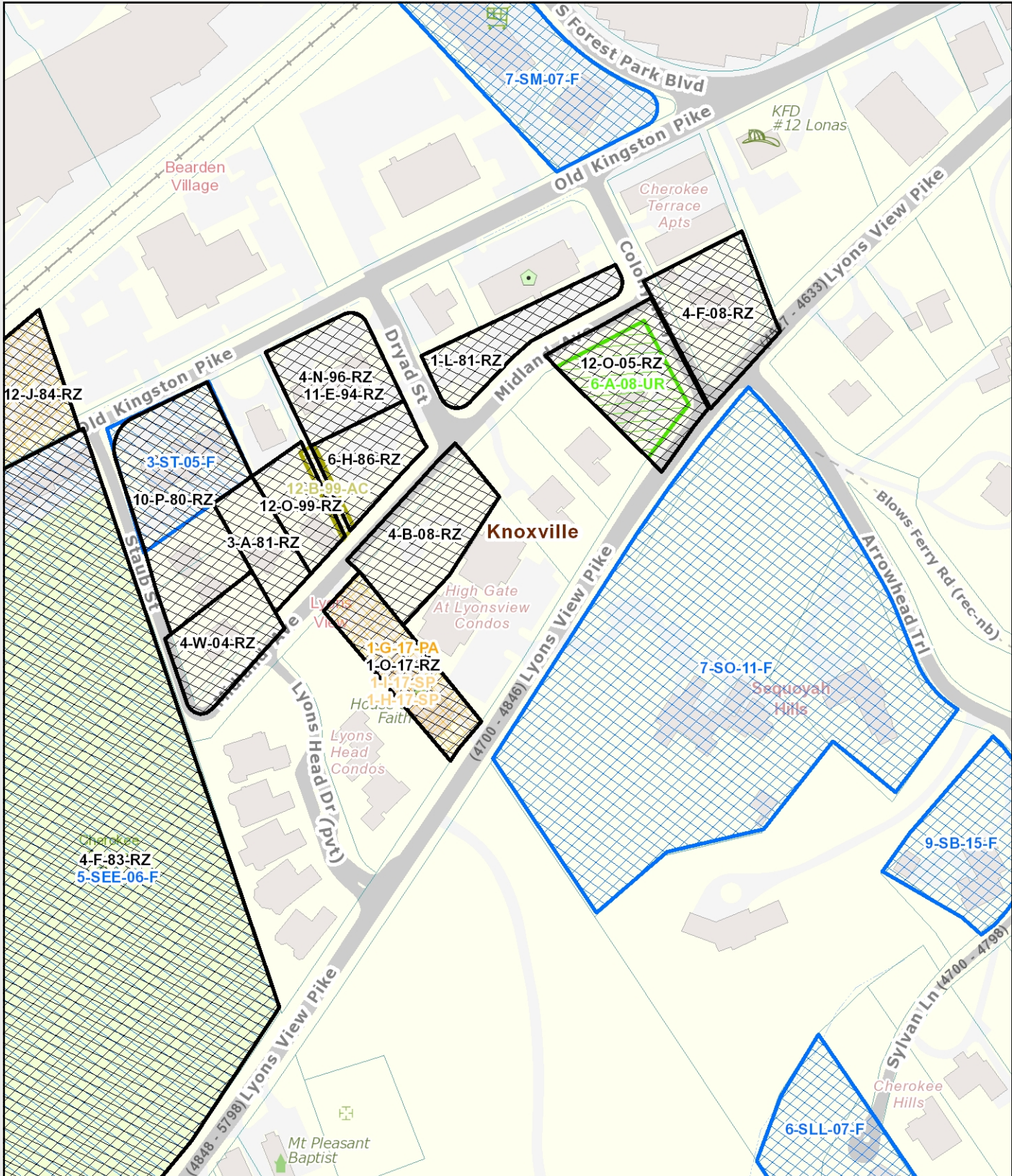


Petitioner: Greenwood, Dixon

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Original Print Date: 12/21/2016 Revised:
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REZONING **PLAN AMENDMENT**

NOV 28 2016

Name of Applicant: Dixon Greenwood
 Date Filed: 1/28/16 Meeting Date: Jan 12, 2016
 Application Accepted by: Brusseau (I-17-SP)
 Fee Amount: \$1000 File Number: Rezoning 1-0-17-RZ
 Fee Amount: \$600 File Number: Plan Amendment 1-G-17-PA

PROPERTY INFORMATION
 Address: 4811 Lyons View Pike
 General Location: NW side Lyons View Pk, SW of Colony Way
 Parcel ID Number(s): 107NE012
 Tract Size: 0.47 acre
 Existing Land Use: Church
 Planning Sector: West City
 Growth Policy Plan: Inside Knoxville
 Census Tract: 77
 Traffic Zone: 114
 Jurisdiction: City Council 2nd District
 County Commission _____ District

PROPERTY OWNER **OPTION HOLDER**
 PLEASE PRINT
 Name: Dixon Greenwood
 Company: -
 Address: 2112 Woodmere Lane
 City: Knoxville State: TN Zip: 37920
 Telephone: 865-585-2307
 Fax: _____
 E-mail: dgreenwood@ballrealty.com

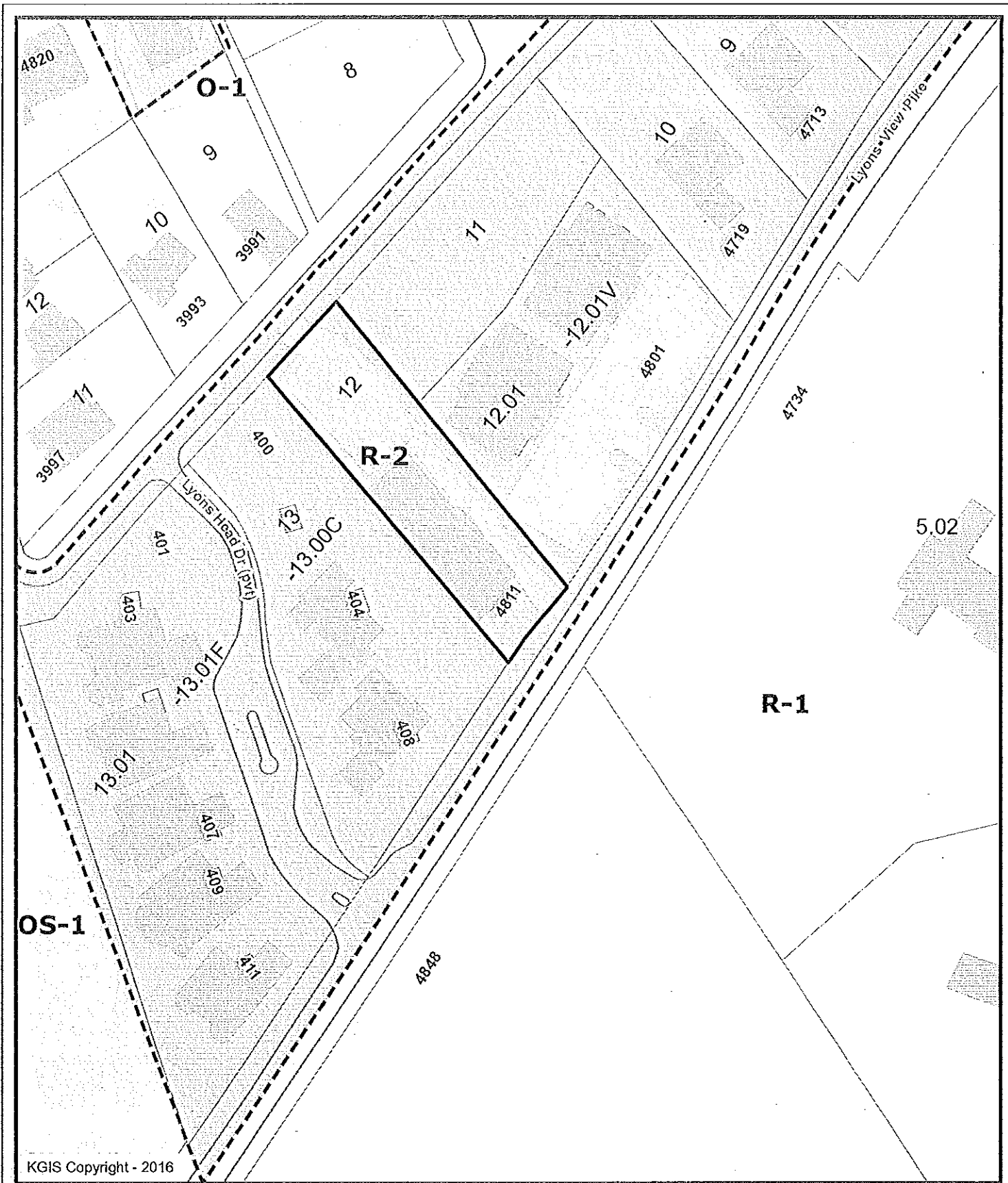
Requested Change
REZONING
 FROM: R-2
 TO: O-1
PLAN AMENDMENT

APPLICATION CORRESPONDENCE
 All correspondence relating to this application should be sent to:
 PLEASE PRINT
 Name: Dixon Greenwood
 Company: -
 Address: 2112 Woodmere Lane
 City: Knoxville State: TN Zip: 37920
 Telephone: 865-585-2307
 Fax: _____
 E-mail: dgreenwood@ballrealty.com

One Year Plan **Sector Plan**
 FROM: MU (MDR, LDR)
 TO: 0

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]
 PLEASE PRINT
 Name: Dixon Greenwood
 Company: -
 Address: 2112 Woodmere Lane
 City: Knoxville State: TN Zip: 37920
 Telephone: 865-585-2307
 E-mail: dgreenwood@ballrealty.com

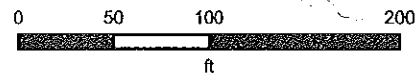
PROPOSED USE OF PROPERTY
Real estate using existing building (offices)
 Density Proposed _____ Units/Acre
 Previous Rezoning Requests: None noted



Letter Portrait

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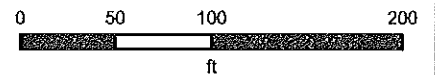


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