



# PLAN AMENDMENT/ REZONING REPORT

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▶ **FILE #:** 6-K-19-RZ **AGENDA ITEM #:** 31  
6-C-19-SP **AGENDA DATE:** 6/13/2019

▶ **APPLICANT:** WESTON BABELAY  
OWNER(S): Stephen E. Babelay / JP Babelay Greenhouses

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TAX ID NUMBER: 49 10201 [View map on KGIS](#)

JURISDICTION: Commission District 8

STREET ADDRESS: 5821 Babelay Rd

▶ **LOCATION:** North side of Babelay Road, East of Washington Pike, West of Noremac Road

▶ **TRACT INFORMATION:** 2.7 acres. Property was previously used for greenhouses prior to 2015.

SECTOR PLAN: Northeast County

GROWTH POLICY PLAN: Urban Growth Area

ACCESSIBILITY: Babelay Road is a minor collector with a pavement width of 20 feet and a ROW width of 40 feet.

UTILITIES: Water Source: Northeast Knox Utility District

Sewer Source: Knoxville Utilities Board

WATERSHED: Love Creek

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▶ **PRESENT PLAN DESIGNATION/ZONING:** LDR (Low Density Residential) / A (Agricultural)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** RC (Rural Commercial) / CR (Rural Commercial)

▶ **EXISTING LAND USE:** Agricultural/Forestry/Vacant

▶ **PROPOSED USE:** Event Center

EXTENSION OF PLAN DESIGNATION/ZONING: No RC/CR in area.

HISTORY OF ZONING REQUESTS: None noted.

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING

North: Agricultural/Forestry/Vacant - LDR (Low Density Residential)  
South: Agricultural/Forestry/Vacant - LDR (Low Density Residential)  
East: Agricultural/Forestry/Vacant - LDR (Low Density Residential)  
West: Agricultural/Forestry/Vacant - LDR (Low Density Residential)

NEIGHBORHOOD CONTEXT: Rural area with mostly agricultural farm land and a limited number of single family homes, surrounding a large, vacant commercial greenhouse operation.

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**STAFF RECOMMENDATION:**

▶ **ADOPT RESOLUTION #6-C-19-SP, amending the Northeast County Sector Plan to LDR (Low Density Residential) designation and recommend that County Commission also adopt the sector plan amendment (see attached resolution, Exhibit A.)**

Staff recommends approval of the plan amendment to RC (Rural Commercial) because the property has been historically used as a commercial greenhouse operation and is now unused and blighted. The property previously provided retail agricultural-related commercial uses for the adjacent community and these conditions warrant reconsideration of the existing land use plan to allow for RC (Rural Commercial) at this location.

▶ **APPROVE the CR (Rural Commercial) zoning.**

Staff recommends approval of the plan amendment to CR (Rural Commercial) zoning because the property has been historically used as a commercial greenhouse operation and is now unused and blighted. The property previously provided retail agricultural-related commercial uses for the adjacent community and these conditions warrant reconsideration of the existing zoning to allow for CR (Rural Commercial) zoning at this location.

**COMMENTS:**

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

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

1. The unused and blighted property from a previous commercial greenhouse operation warrants reconsideration of the land use plan to Rural Commercial at this location to allow for potential redevelopment of the property to again provide rural commercial uses for the neighboring community.

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

1. No new roads or utilities are anticipated for this area.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

1. The Northeast County Sector Plan should have shown this area as Rural Commercial because of the historical use of this property providing rural commercial opportunities for this area.

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

1. There are no new trends in development, population or traffic that warrant reconsideration of the original plan proposal.

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 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.

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. The property is located in the Urban Growth Area of the Growth Policy Plan.
2. The property has historically provided rural commercial agricultural-related opportunities for the surrounding community and the existing A (Agricultural) zoning limits redevelopment of the property to provide these opportunities again.

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

1. The intent of the CR (Rural Commercial) district is to provide opportunity to locate limited retail and service uses in a manner convenient to outlying rural areas. It is intended to provide for the recurring shopping and personal service needs of nearby rural residential areas. This zoning should be placed on properties that are located at or near intersections of arterial and/or collector streets in order to maximize accessibility from surrounding areas.
2. The range of permitted uses is limited to those which are generally patronized on a frequent basis by area residents. Development performance standards are included to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of these areas.
3. The requested rezoning meets the lot area requirements for the CR (Rural Commercial) zone which states that "The building lot must be a minimum of one (1) acre and a maximum of four (4) acres in size."

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

1. CR zoning is compatible with the proposed amendment to RC (Rural Commercial) sector plan designation.
2. The property has previously provided rural commercial options for the surrounding community with no direct or indirect adverse effects noted.

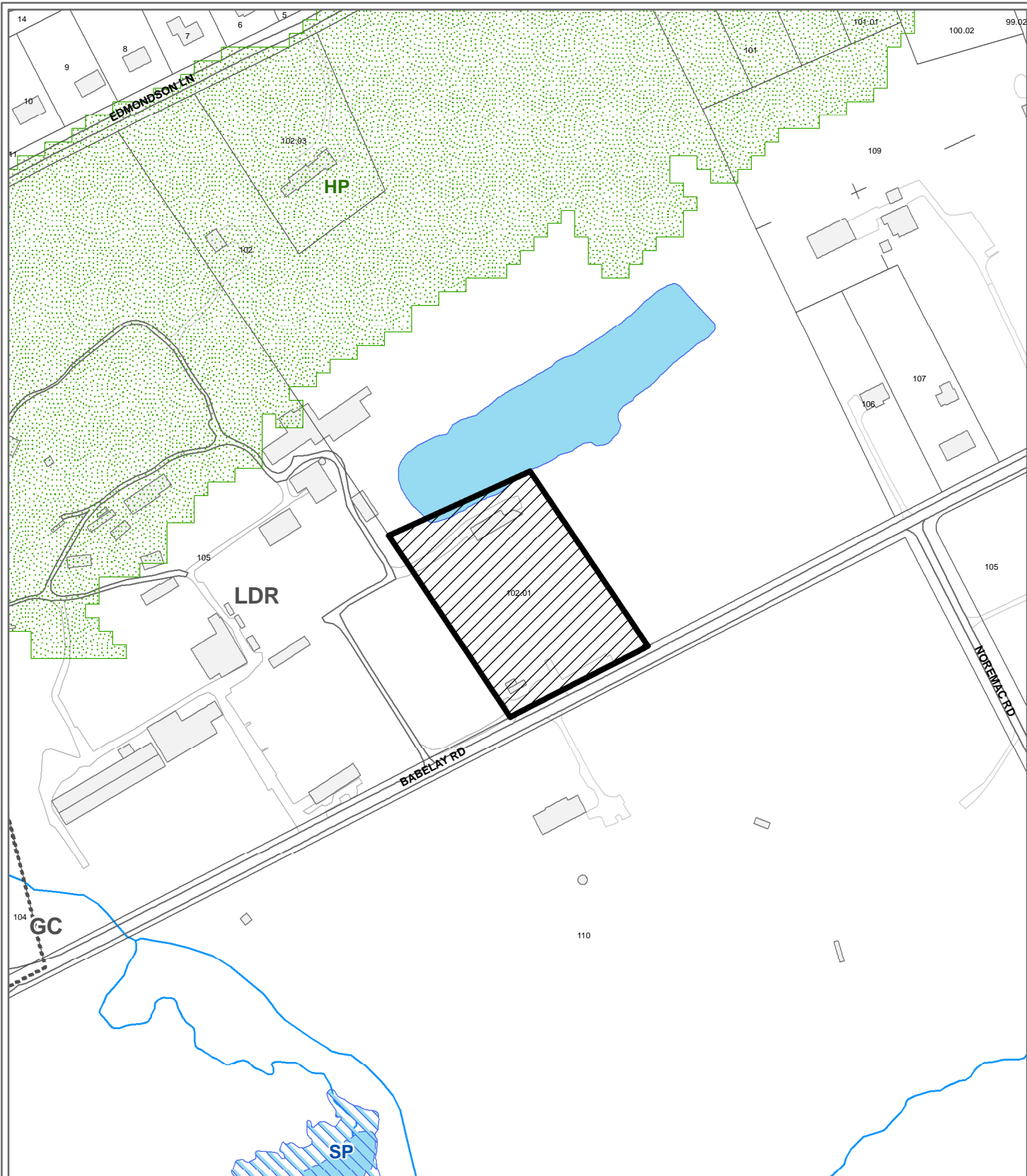
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The recommended amendment is consistent with the requested amendment to the Northeast County Sector Plan for RC (Rural Commercial) for this property.
2. The amendment is not in conflict with any other adopted plans.

ESTIMATED TRAFFIC IMPACT: Not required.

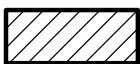
ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 7/22/2019. If denied, Knoxville-Knox County Planning Commission's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal a Planning Commission decision in the County.



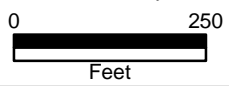
**6-C-19-SP / 6-K-19-RZ  
NORTHEAST COUNTY SECTOR PLAN AMENDMENT**

From: LDR (Low Density Residential)  
To: RC (Rural Commercial)



Petitioner: Babelay, Weston

Map No: 49  
Jurisdiction: County



Original Print Date: 5/16/2019 Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

**KNOXVILLE-KNOX COUNTY PLANNING COMMISSION  
A RESOLUTION AMENDING THE NORTHEAST COUNTY SECTOR PLAN**

*WHEREAS, the Knoxville-Knox County 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 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 Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the Northeast County 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, Weston Babelay has submitted an application to amend the Sector Plan from Low Density Residential to Rural Commercial, for property described in the application; and*

*WHEREAS, the Planning Commission staff recommends approval of a revised amendment to the Northeast County 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 Planning Commission, at its regularly scheduled public hearing on June 13, 2019, 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 PLANNING COMMISSION:**

*SECTION 1: The Planning Commission hereby adopts the revised amendment to the Northeast County Sector Plan, with its accompanying staff report and map, file #6-C-19-SP.*

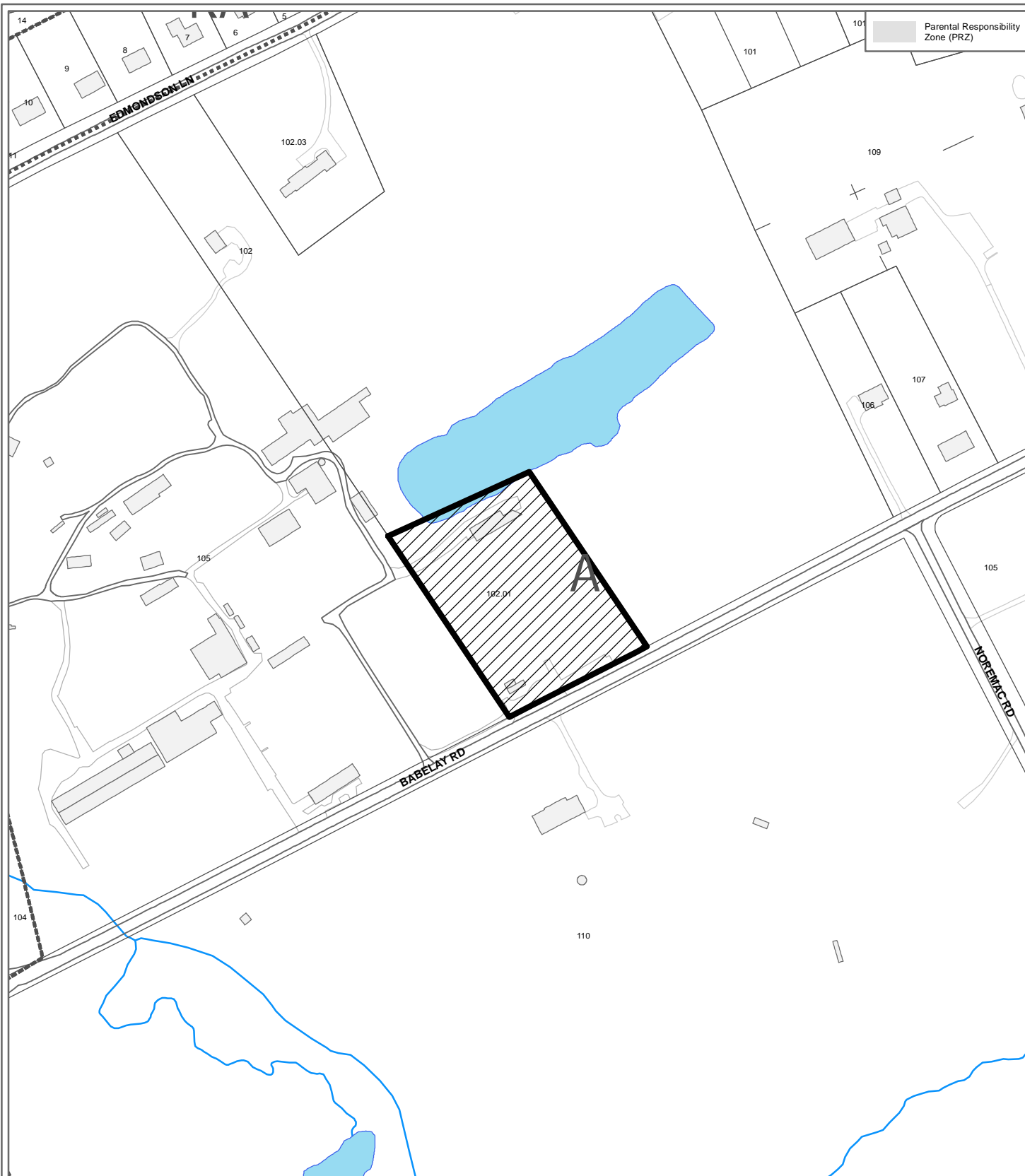
*SECTION 2: This Resolution shall take effect upon its approval.*

*SECTION 3: The Planning Commission further recommends that The Knox County Commission likewise consider this revised amendment to the General Plan 2033.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



Parental Responsibility Zone (PRZ)

**6-K-19-RZ  
REZONING**

From: A (Agricultural)

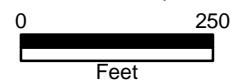
To: CR (Rural Commercial)



Petitioner: Babelay, Weston

Map No: 49

Jurisdiction: County



Original Print Date: 5/16/2019

Revised:

Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

## REZONING PLAN AMENDMENT

Name of Applicant: Weston Babelay

Date Filed: 4/29/2019

Meeting Date: 6/13/2019



Application Accepted by: Mike Reynolds

Fee Amount: \$1000

File Number: Rezoning 6-K-19-RZ

Fee Amount: \$600

File Number: Plan Amendment 6-C-19-SP

### PROPERTY INFORMATION 37924

Address: 5821 Babelay Rd, Knoxville TN

General Location: North Side of Babelay

Road West of Moremac

N/S Babelay Rd, east of Rd.

Parcel ID Number(s): 049 10201

W of Moremac Rd.

Tract Size: 2.70 Acres (Ag Ex Vac)

Existing Land Use: Was greenhouses before 2015

Planning Sector: Northwest County

Growth Policy Plan: \_\_\_\_\_

Census Tract: 52.01

Traffic Zone: 2000 Traffic Zone 135

Jurisdiction:  City Council \_\_\_\_\_ District

County Commission 3 District

### Requested Change

#### REZONING

FROM: A

TO: CA ~~RC~~ Rural Commercial

#### PLAN AMENDMENT

One Year Plan  NE Co. Sector Plan

FROM: LDR

TO: RC Rural Commercial

### PROPOSED USE OF PROPERTY

Event center

Density Proposed \_\_\_\_\_ Units/Acre

Previous Rezoning Requests: \_\_\_\_\_

### PROPERTY OWNER OPTION HOLDER

PLEASE PRINT

Name: Stephen E. Babelay <sup>Weston (son)</sup> attached POA

Company: J P Babelay Greenhouses

Address: 5820 Babelay Road

City: Knoxville State: TN Zip: 37924

Telephone: (865) - 687-9653

Fax: \_\_\_\_\_

E-mail: sbabelay@yahoo.com

### APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Weston Babelay

Company: Babelay Farms LLC

Address: 5824 Edmondson Lane

City: Knoxville State: TN Zip: 37918

Telephone: (727) - 543-2868

Fax: \_\_\_\_\_

E-mail: babelayweston@yahoo.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: Weston E. Babelay

PLEASE PRINT

Name: Weston E. Babelay

Company: Babelay Farms LLC

Address: 5824 Edmondson Lane

City: Knoxville State: TN Zip: 37918

Telephone: (727) - 543-2868

E-mail: babelayweston@yahoo.com





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

Source: KGIS

ACTIVE NORMAL

04/30/2019

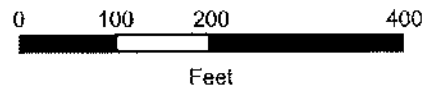
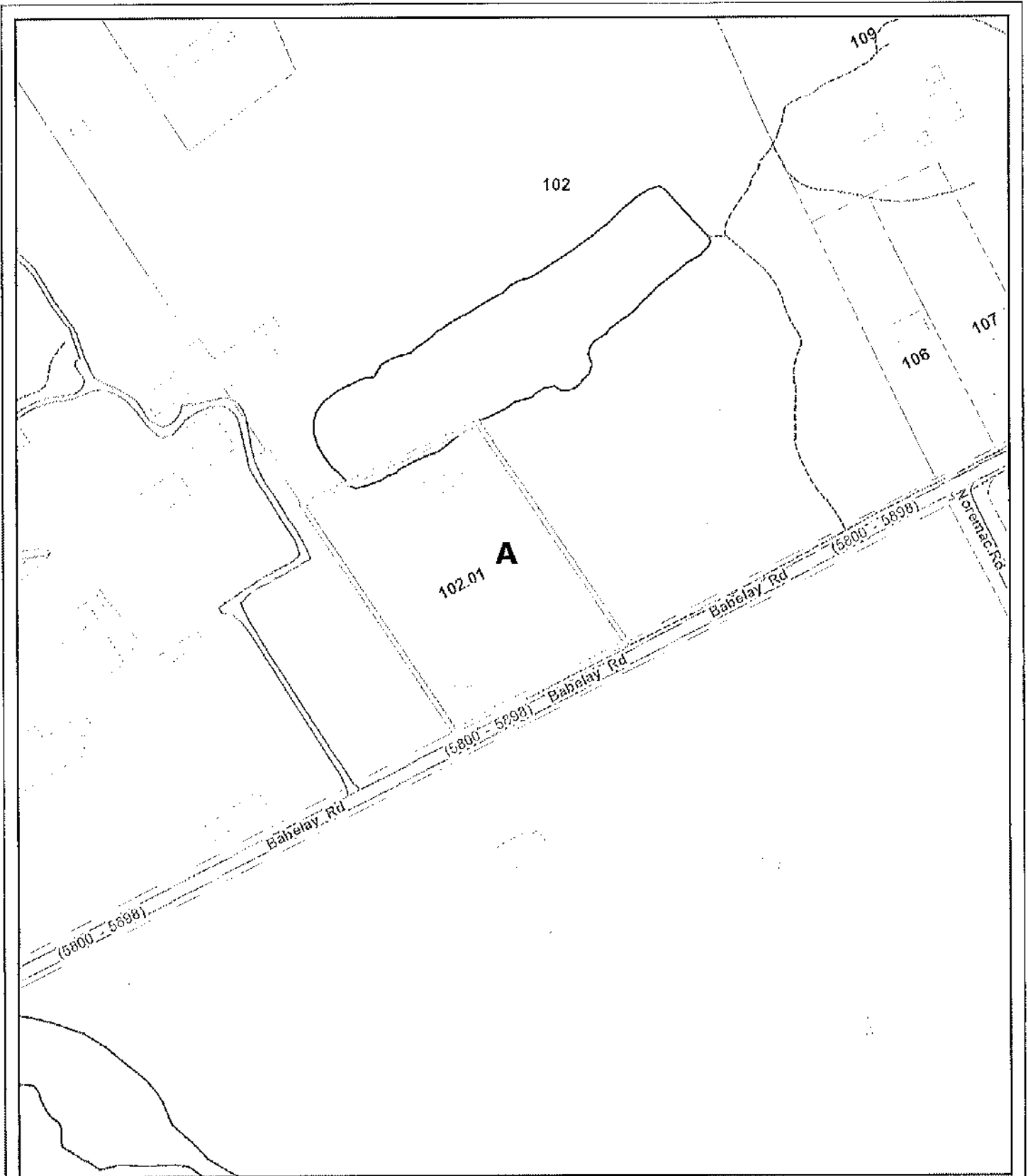
District	Map	Insert	Group	Parcel	Ward	Property Location			
N8	49			102.01		5821 BABELAY RD			
Subdivision				Block	Lot	Plat	Dimensions ( shown In ft. )		Acreage
				-	-	-			0.00 - A.C. Deeded
									2.70 - A.C. Calculated
Owner				Sale Date	Book	Page	Sale Price	Mailing Address	
BABELAY STEPHEN E				1/3/1973	1497	113		5820 BABELAY RD KNOXVILLE, TN 37924	

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**Remarks**

ATTRIBUTES FROM NCR LOADER

<b>Parent Parcel</b>					<b>Parent Instrument Number</b>				
<b>Previous Parcel ( Split From )</b>					<b>Next Parcel ( Merged Into )</b>				



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Printed: 4/29/2019 11:28:41 AM

This Instrument Prepared By:  
Michael S. Kelley  
Kennerly, Montgomery & Finley, P.C.  
Fourth Floor, Bank of America Bldg.  
550 Main Avenue  
Knoxville, Tennessee 37902  
(865) 546-7311

## **DURABLE FINANCIAL POWER OF ATTORNEY**

### **KNOW ALL MEN BY THESE PRESENTS:**

That I, Stephen Babelay, of Tennessee, individually and as the President of J. P. Babelay Greenhouses, Inc., do hereby appoint my son Weston Babelay, my attorney(s)-in-fact for me and in my name, place and stead, and for my use and benefit, to exercise, do, or perform any act, right, power, duty, or obligation whatsoever that I now have or may acquire the legal right, power, or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever.

By executing this document, I hereby revoke all prior powers of attorney relating to finances previously in effect.

If presented with a copy of this instrument, no person or entity, who acts in reliance upon any representations my attorney-in-fact may make as to: (1) the fact that my attorney-in-fact's powers are then in effect; (2) the scope of my attorney-in-fact's authority granted under this instrument; (3) my competency at the time this instrument is executed; (4) the fact that this instrument has not been revoked; or (5) the fact that my attorney-in-fact continues to serve as my attorney-in-fact, shall incur any liability to me, my estate and my heirs or assigns for permitting my attorney-in-fact to exercise any such authority, nor shall any person or entity who deals with my attorney-in-fact be responsible for determining or ensuring the proper application of funds or property.

By executing this instrument upon the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my property be cared for, managed, and protected in the event I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no guardian or conservator be appointed for my property so long as there is an attorney-in-fact authorized herein to act who is willing and able to act and serve under this instrument. I request that any court of competent jurisdiction that receives and is asked to act upon a petition for the appointment of a guardian or conservator for my property give the greatest possible weight to my intention and desires as expressed herein.

As authorized by T.C.A. § 34-6-104, I nominate my attorney-in-fact authorized herein to act for consideration by the court as conservator of my person, estate and/or property if protective

proceedings for my person, property and/or estate are ever commenced (and my wishes expressed in the preceding paragraph are not honored).

My attorney-in-fact is authorized to sign admission agreements, but is not authorized to limit my judicial access to a bench trial or jury trial. Any attempt in the admission agreement to limit my judicial access shall not bind me, all other provisions of this document notwithstanding.

Without in any way limiting the generality of the powers conferred in the previous paragraphs by the enumeration of the specific powers hereafter mentioned, the powers hereby given to said attorney, shall include the following:

(1) To transfer some or all of my assets to a revocable or irrevocable trust for my benefit with the remainder persons being those individuals who might eventually inherit from me if I die without a Will or have an interest in my estate as evidenced by the terms of my most recent Last Will and Testament.

(2) To exercise any of the powers stated in Tennessee Code Annotated § 34-6-109, as in effect from time to time.

(3) To renounce or disclaim any property or interest in property or powers to which I may become entitled, whether by gift, will, testate succession, or otherwise.

(4) To open accounts in my name alone in any bank, savings and loan association, credit union, or other institution, and as to any and all such accounts now existing or hereafter opened, to make deposits therein, to endorse checks or other instruments for deposit therein, to sign and issue checks on any such account, to withdraw funds therefrom by signing checks, withdrawal receipts, or any other instrument, and to close any such account or accounts.

(5) To open charge accounts in my name, with any person, store, business, utility, credit card system, or other entity, and as to any and all such accounts now existing or hereafter opened, to charge any item thereto and to pay or otherwise discharge all or any part of the balance owed on any such account or accounts, and to close any such account or accounts.

(6) To borrow money and obtain credit from any available source (including, without limitation, banks, savings and loan associations, finance companies, loan companies, credit unions, insurance companies, and governmental organizations), and to secure any such loan by any of my property, real, personal, or mixed.

(7) To prepare, to have prepared, to execute and to file any tax returns for me or jointly for me and my spouse, and to sign or otherwise execute any such returns, and any applications in connection therewith.

(8) To pay any obligations, taxes, accounts, insurance premiums, or other sums now or hereafter owed by me.

(9) To open any brokerage accounts for stocks, bonds, or other investments, and as to

any and all such accounts now existing or hereafter opened, to use the same for placing orders for stocks, bonds, or other securities (which may be carried on a margin or paid for outright), and to pay any and all commissions, charges, balances, and other obligations connected therewith.

(10) To make investments for me in real and personal property, including, without limitation, stocks, bonds, mutual funds, notes, debentures, and other securities.

(11) To apply for, ask, demand, sue for, recover, collect, and receive and hold and possess all such sums of money, debts, ducs, bonds, notes, checks, drafts, accounts, deposits, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, governmental benefits, pension and retirement benefits, benefits under the Social Security Act, as amended, insurance benefits and proceeds, documents of title, chooses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as are now, or shall hereafter become due, owing, payable, owned, or belonging to me or in which I have or may acquire an interest, and to have, use, and take all lawful ways and means and legal and equitable remedies, procedures, and writs in my name for the collection and recovery thereof, and to compromise, settle, and agree for the same, and to make, execute and deliver for me and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

(12) To lease, purchase, exchange, and acquire, and to bargain, contract, and agree for the lease, purchase, exchange, and acquisition of, and to take, receive, possess, and dispose of any real or personal property whatsoever, intangible or tangible, or interest therein, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper.

(13) To improve, alter, raze, repair, maintain, manage, insure, rent, lease, sell, release, convey, subject to liens, mortgage, and hypothecate, and in any way or manner deal with all or any part of any real property or personal property, intangible and tangible, whatsoever, or any interest therein, which I now own or may hereafter acquire, for me and in my name, and under such terms and conditions, and under such covenants as said attorney shall deem proper.

(14) To engage in and transact any and all lawful business of whatever nature or kind for me and in my name.

(15) To provide for the support and protection of me and of my family, including, without limitation, provision for food, lodging, housing, medical services, recreation, travel, life insurance, accident insurance, disability insurance, hospitalization and medical insurance, and property insurance.

(16) To pay dues to any club or organization to which I belong.

(17) To sign, endorse, execute, acknowledge, deliver, transfer, receive, and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, financing statements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper, receipts, proofs of loss,

evidences of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted; to transact all insurance business on my behalf, to change life insurance beneficiary designations, to apply for or continue policies, collect profits, file claims, make demands, enter into compromise and settlement agreements, file suits or actions or take any other action necessary or proper in this regard.

(18) To contract for or employ agents, accountants, advisers, attorneys, and others for services in connection with the performance by said attorney of any of said attorney's powers hereunder.

(19) To appoint a substitute or substitutes to perform any of the acts that the said attorney is by this instrument authorized to perform, with the right to revoke such appointment of a substitute or substitutes at said attorney's pleasure.

(20) To contract for and to rent in my name alone or jointly in my name and the name of my attorney-in-fact or any one or more other persons, a safety deposit box, safety deposit boxes, and vault space in any bank, savings and loan association, or other institution, and to have access to any such safety deposit box or vault space so contracted for or so rented, as well as to any other safety deposit box or vault space to which I may have access under any contract or arrangement heretofore or hereafter made.

(21) To receive and give receipt for any money or other obligation due or to become due to me from the United States of America, or any agency or subdivision thereof, and to effect redemption of any bond or other security wherein the United States of America, or any agency or subdivision thereof, is the obligor or payor, and to give full discharge therefor.

(22) To make application for old age retirement benefits under the Federal Social Security Act, and to complete any and all forms and proofs of claim for any and all benefits thereunder. To effect redemption of any bond or other security wherein the United States of America, or any agency or subdivision thereof, is the obligor or payor, and to give full discharge therefor.

(23) To sign a disclaimer of all or any part of each gift or inheritance I am entitled to receive.

(24) To waive all privileges between me and all my attorneys and physicians.

(25) Any attorney-in-fact serving under this instrument, other than my son, shall prepare periodic reports at least annually, showing all actions taken by my attorney-in-fact pursuant to this power of attorney during the preceding period, and shall furnish such reports to my spouse, if living and *sui juris*, otherwise to my adult descendants then living, per stirpes. Those entitled to receive such reports shall have standing to demand such reports or to represent my interests in any legal proceeding and shall not be liable for acting or failing to act. My attorney-in-fact shall be reimbursed for the reasonable expenses of preparing and delivering such reports, and those entitled to receive such reports shall be reimbursed for the reasonable expenses

of representing my interests.

(26) The attorney in fact may make, execute, deliver and utilize a trust for holding, management, investment and disbursement of my income, from whatever source, to comply with provisions of law and qualify me for TennCare/Medicaid benefits despite my having excess income. Such power and authority shall also include the right of my attorney in fact to: (a) amend and modify the said trust agreement from time to time to meet laws, rules, regulations or my changing needs or circumstance; (b) designate the trustee or trustees of said trust, even if the attorney in fact is one of such trustees or sole trustee; (c) to change designation of trustee; (d) designate remaindermen to receive balances of the trust estate remaining after my death and reimbursement, if any, to the State TennCare/Medicaid authority; and (e) to make, execute and deliver such forms, documents, checks, withdrawals and other papers with banks or other account-holding entities to cause some or all of my income to flow into one or more accounts in the name of the said trust for management and disbursement by the Trustee or Trustees.

I hereby ratify and confirm whatsoever the said attorney, or any of said attorney's substitutes, has done or may do in exercising any of the powers given the said attorney by this instrument.

This power of attorney shall remain in full force and effect until revoked by me.

This power of attorney shall remain in full force and effect irrespective of any mental or physical disability that may affect me at any future time, it being my intention that this instrument be a durable power of attorney within the meaning of Tennessee Code Annotated Section 34-6-101, et seq.

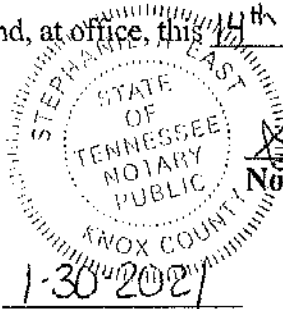
IN WITNESS WHEREOF, I have executed this instrument this 14<sup>th</sup> day of November, 2018.

  
STEPHEN E. BABELAY

**STATE OF TENNESSEE  
COUNTY OF KNOX**

Personally appeared before me, the undersigned, of said county, Stephen E. Babelay, the within named bargainer (the "Affiant"), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that Affiant executed the within instrument for the purposes therein contained.

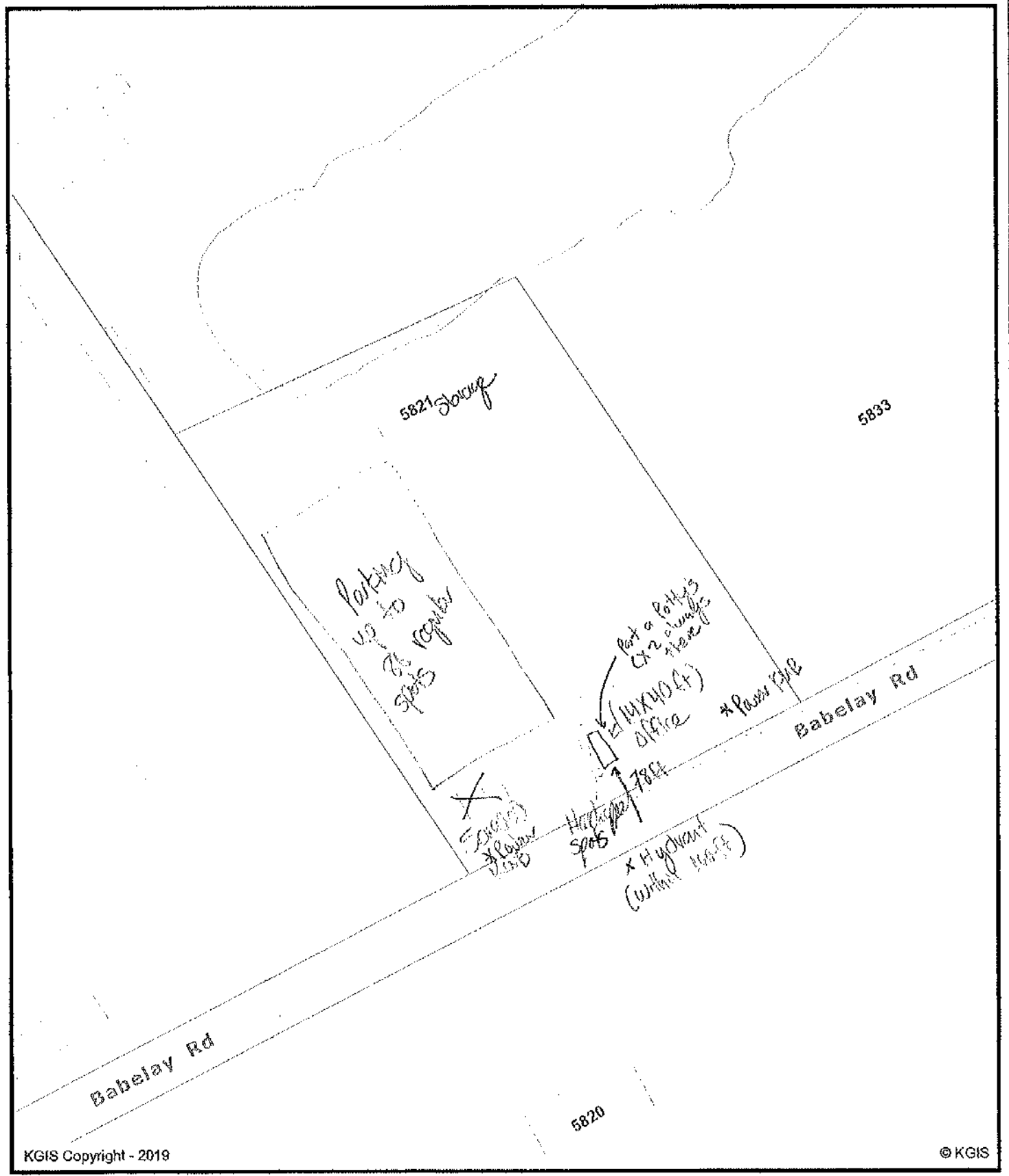
WITNESS my hand, at office, this 14<sup>th</sup> day of November, 2018.



Stephanie R. East  
Notary Public

My commission expires: 1-30-2021





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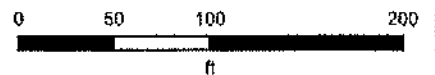
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### Babelay Farms 4/15/19

Office



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**Knoxville - Knox County - KUB Geographic Information System**

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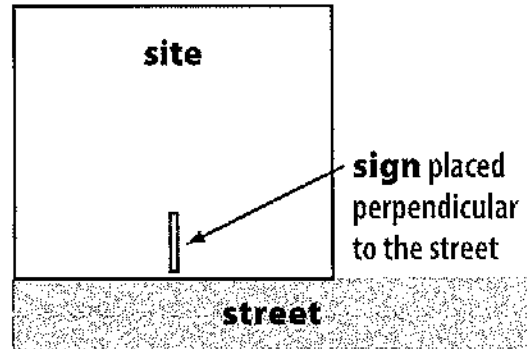
## REQUIRED SIGN POSTING AGREEMENT

For all rezoning, plan amendment, concept plan, use on review, right-of-way closure, and street name change applications, a sign must be posted on the subject property, consistent with the adopted Administrative Rules and Procedures.

At the time of application, staff will provide a sign(s) to post on the property as part of the application process. If the sign(s) go missing for any reason and need to be replaced, then the applicant will be responsible for picking up a new sign(s) from the Planning offices. The applicant will be charged a fee of \$10 for each replacement sign.

### LOCATION AND VISIBILITY

The sign must be posted in a location that is clearly visible from vehicles traveling in either direction on the nearest adjacent/frontage street. If the property has more than one street frontage, then the sign should be placed along the street that carries more traffic. Planning staff may recommend a preferred location for the sign to be posted at the time of application.



### TIMING

The sign(s) must be posted 15 days before the scheduled Planning Commission public hearing and must remain in place until the day after the meeting. In the case of a postponement, the sign can either remain in place or be removed and reposted 15 days before the next Planning Commission meeting.

I hereby agree to post and remove the sign(s) provided on the subject property consistent with the above guidelines and between the dates of:

5/29/2019 and 6/14/2019  
(15 days before the Planning Commission meeting) (the day after the Planning Commission meeting)

Signature: Weston E. Babalay

Printed Name: Weston E. Babalay

Phone: (727)-543-2868 Email: babalayweston@yahoo.com

Date: 4-29-19

File Number: 6-C-19-SR 6-K-19-RZ 6-B-19-UR