



# PLANNED DEVELOPMENT FINAL PLAN

▶ **FILE #:** 11-A-23-PD

**AGENDA ITEM #:** 18

**AGENDA DATE:** 11/9/2023

▶ **APPLICANT:** **DAVID COCKRILL**  
**OWNER(S):** David G. Case Historic Giffin, LP

**TAX ID NUMBER:** 109 C D 032 [View map on KGIS](#)

**JURISDICTION:** City Council District 1

**STREET ADDRESS:** 1834 BEECH ST

▶ **LOCATION:** **East side of Beech Street, south of Lenland Avenue**

▶ **APPX. SIZE OF TRACT:** **6.21 acres**

**SECTOR PLAN:** South City

**GROWTH POLICY PLAN:** N/A (Within City Limits)

**ACCESSIBILITY:** Access is via Beech Street, a local street with a pavement width that varies from 22 ft to 27 ft within a 40-ft right-of-way. A 5' wide sidewalk is located on the same side of the street as the subject property.

**UTILITIES:** Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

**WATERSHED:** Baker Creek

▶ **ZONING:** **RN-2 (Single-Family Residential Neighborhood)**

▶ **EXISTING LAND USE:** **Commercial**

▶ **PROPOSED USE:** **Multi-family dwellings**

12.4 du/ac

**HISTORY OF ZONING:** None noted

**SURROUNDING LAND USE AND ZONING:** North: Agriculture/forestry/vacant Land, single family residential - RN-1 (Single-Family Residential Neighborhood), RN-2 (Single-Family Residential Neighborhood)

South: Single family residential - RN-2 (Single-Family Residential Neighborhood)

East: Rural residential, single family residential - RN-1 (Single-Family Residential Neighborhood), RN-4 (General Residential Neighborhood)

West: Public/quasi public land (vacant), single family residential - OS (Parks and Open Space), RN-2 (Single-Family Residential Neighborhood)

**NEIGHBORHOOD CONTEXT:** The site is the former Giffin School in the South Haven neighborhood. The surrounding uses are predominately detached houses. Baker Creek is located along the north property boundary and a tributary to Baker Creek is along the east property line. Mary James Park is located to the southeast of the site.

## STAFF RECOMMENDATION:

- ▶ **Approve the final plan for the Historic Giffin Square development with 77 multi-family dwelling units because it is in substantial conformance with the approved preliminary plan (4-A-22-PD), subject to 5 conditions.**

### **Recommend that City Council amend the zoning map for this property to add the PD (Planned Development) designation.**

1. Modifications to the final plan must be approved in accordance with Article 16.7.F (Modifications to Approved Final Plans).
2. Approval of the zoning map amendment by City Council to add the PD (Planned Development) designation.
3. Meeting all applicable requirements of the City of Knoxville Department of Engineering.
4. The development shall comply with the City of Knoxville Zoning Ordinance unless an exception has been approved through the planned development process outlined in Article 16.7.
5. All Project Documents are incorporated herein by reference and made a part of this Staff Report as if they were fully set out verbatim. To the extent there is a conflict or ambiguity between the terms of any of the Project Documents, and notwithstanding anything to the contrary in the foregoing documents, the order of priority listed below will be used for purposes of resolving the conflict or ambiguity:
  - a. The Approved Final Plan;
  - b. The Approved Preliminary Plan, Planning File No. 4-A-22-PD;
  - c. The City of Knoxville Zoning Code.

## COMMENTS:

### Project Description

Historic Giffin LP is proposing a multi-family development that includes the renovation of the historic Giffin School and the construction of two new buildings. The development has 77 dwelling units composed of efficiencies, one, two, and three-bedroom residences. In addition to dwelling units, the historic school structure includes approximately 3,000 sqft of community gathering space that will be available to residents and neighborhood groups for meetings, small events, and group activities.

The community benefits identified by the applicant to justify the requested exceptions from the City's Zoning Code are:

1. Preservation of the historic Giffin School structure.
2. Providing workforce housing.
3. Providing community gathering space, made available to neighborhood groups.

### Approved Exceptions from District Regulations

The following exceptions to the underlying dimensional, design and use regulations were recommended by the Planning Commissions and approved by the City Council as part of the preliminary plan (4-A-22-PD). Under each exception is verification that the proposal is in conformance with these standards.

1. Article 9-2, Table 9-1: Add Dwelling – Multi-Family as a permitted use in the RN-2 district.
  - The proposal is for a 77-unit multi-family development. The final plan is in conformance with this exception and the RN-2 district.
2. Allow 1 dwelling unit per 3,500 sq. ft. of land area (MF: 3,500 SF/DU)
  - The property is 6.21 acres, which allows up to 77 dwelling units. The final plan has 77 dwelling units.
3. Remove/delete RN-2 from Article 10.1.A General Development Requirements EN, RN-1, and RN-2 Districts allow no more than one principal building per lot. In all other districts, more than one principal building is permitted on a lot.
  - This proposal has three primary structures: the historic school structure and two new multi-family structures. The final plan is in conformance with this exception.

The proposed development is in conformance with the other dimensional and design standards of the RN-2 (Single-Family Residential Neighborhood) zoning district and no non-conformities with the other general standards of the zoning ordinance were identified by Staff as part of this review.

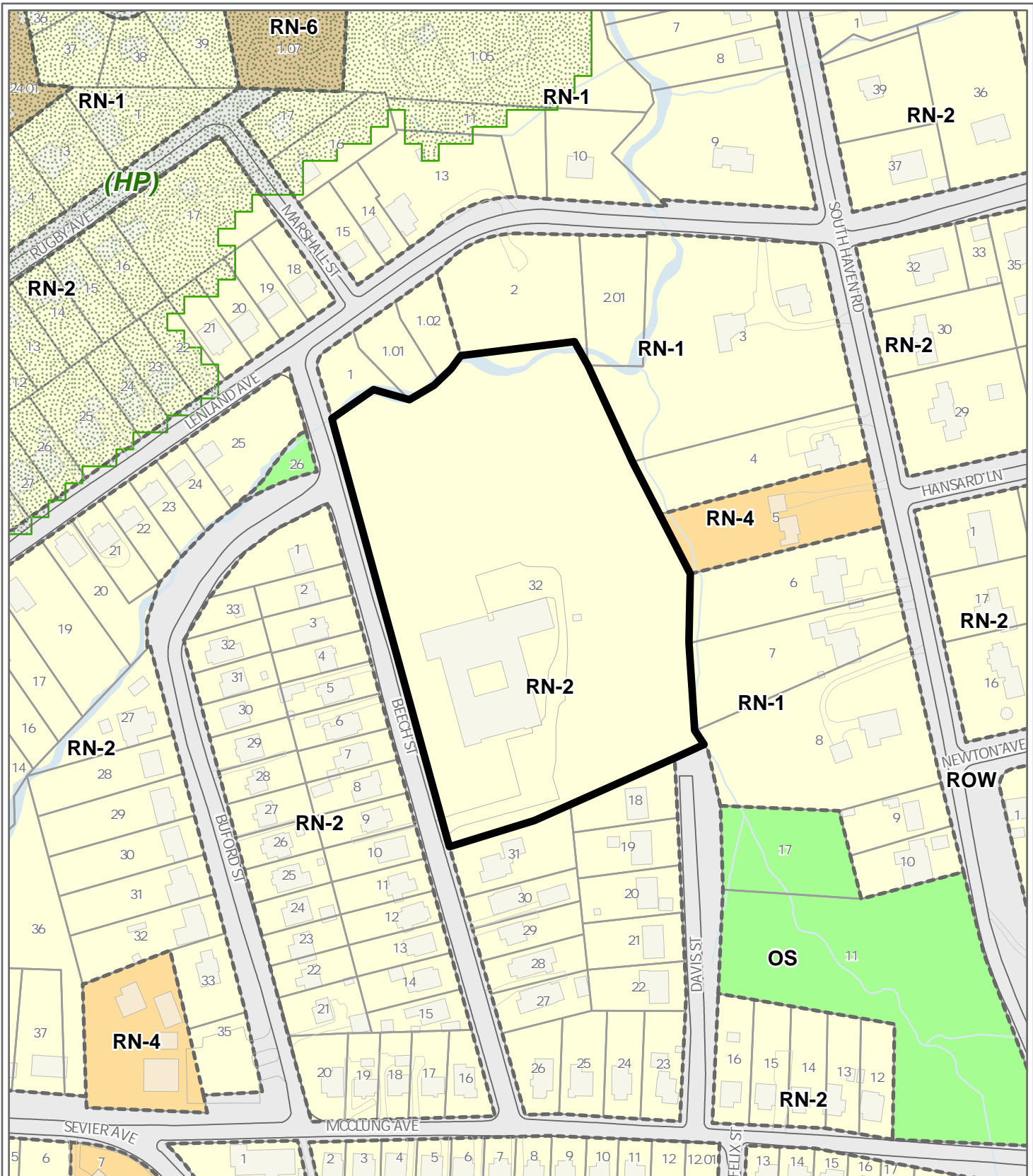
**ESTIMATED TRAFFIC IMPACT:** A traffic impact study was prepared by the applicant. The findings of that study were used in formulating the recommendations of this staff report.

**ESTIMATED STUDENT YIELD:** 7 (public school children, grades K-12)

Schools affected by this proposal: Dogwood Elementary, South Doyle Middle, and South Doyle High.

- Potential new school population is estimated using locally-derived data on public school student yield generated by new housing.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Students may request transfers to different zones, and 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.

The Planning Commission's approval or denial of this request is final, unless the action is appealed to the Knoxville City Council. The date of the Knoxville City Council hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal a Planning Commission decision in the City.



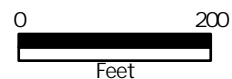
**PLANNED DEVELOPMENT**



Multi-family dwellings in RN-2 (Single-Family Residential Neighborhood)

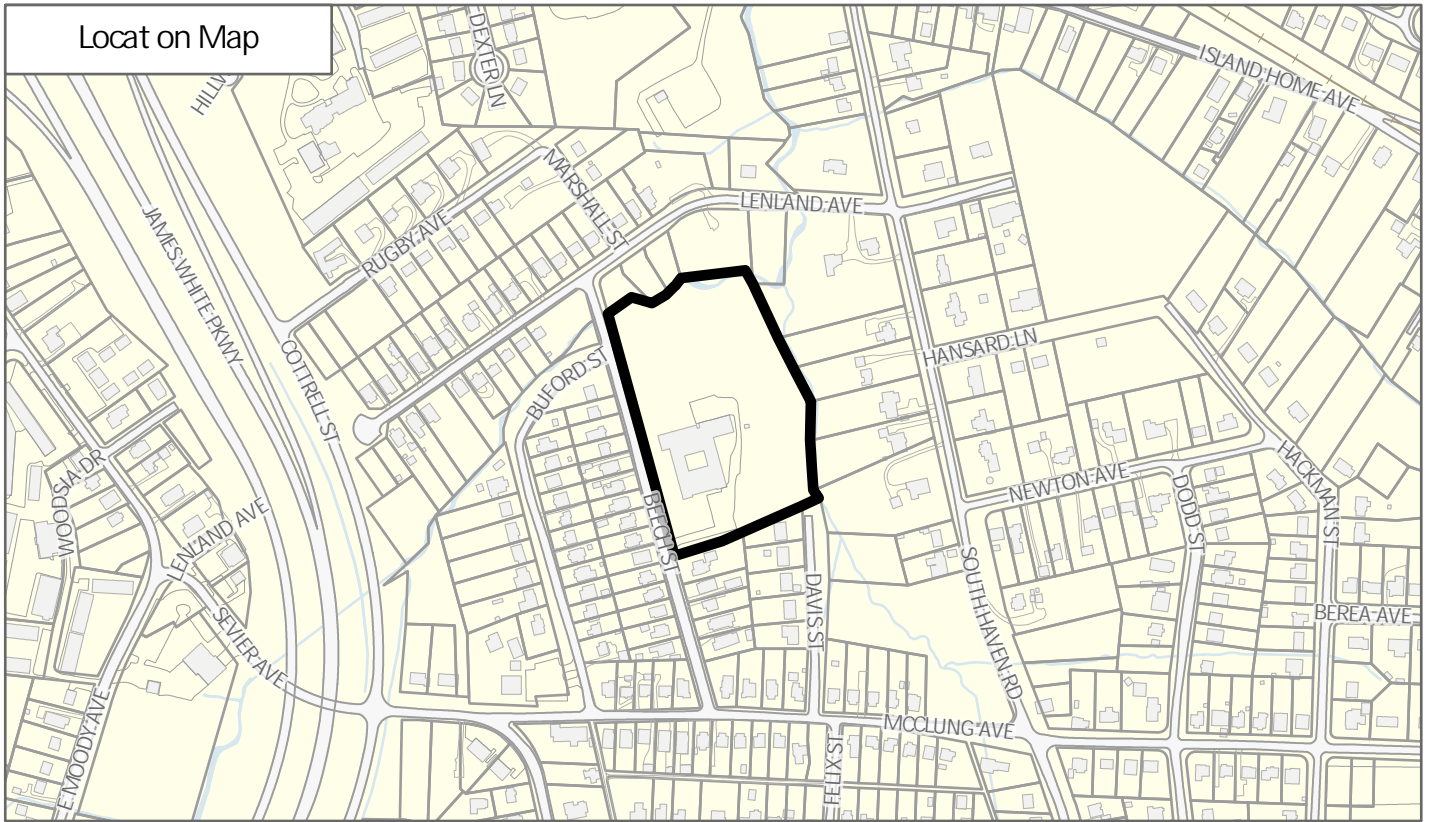
Petitioner: David Cockrill

Map No: 109  
Jurisdiction: City



# Exhibit A. Contextual Images

Locat on Map



Aerial Map

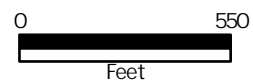


CONTEXTUAL MAPS 1

11-A-23-PD



Case boundary





11-A-23-PD  
(4-A-22-PD)  
TIL Version 3  
7/12/2022

July 12, 2022

Mr. Mike Conger  
Knoxville-Knox County Planning  
400 Main Street, Suite 403  
Knoxville, TN 37902

Re: Traffic Letter for Griffin School Apartments

Dear Mr. Conger:

Giffin Senior Community, LLC is proposing a multi-family residential development at 1834 Beech Street in Knoxville, Tennessee. The total area of development is 6.30 acres and the property is currently zoned as RN-2 (Single-Family Residential Neighborhood). The preliminary concept plan shows the construction of a new parking lot, two new apartment buildings with 77 apartment units and the existing two-story brick building to remain. Construction is proposed to take place this year and this analysis assumes full build out for the development will occur in 2025.

A preliminary schematic including the two driveway locations is included in the Attachments.

The purpose of this traffic analysis is to evaluate the trip generation and trip distribution of the development as well as the sight distance at the access points to Beech Street.

### **Existing Site Conditions**

Beech Street is a two-lane road with a minimum width that varies between 22 feet and 24 feet. The Knoxville-Knox County Planning Commission does not classify Beech Street; therefore, it is considered a local street. The posted speed limit on Beech Street is 30 mph. There is an existing sidewalk located on the east side of Beech Street between Lenland Avenue and McClung Avenue. An aerial photo of the existing property is included in the attachments.

### **Transit Network**

The Knoxville Area Transit (KAT) operates in the vicinity of the proposed development. Route 40 (South Knoxville) travels from Knoxville Station to Island Home Drive, to the intersection of Sevier Avenue at Sevierville Pike and to Chapman Highway. The nearest KAT stops are currently located on Sevier Avenue at McClung Avenue and McClung Avenue at South Haven Road on Route 40. The walking distance from the site to the nearest bus stop is approximately 0.2 miles or a 5-minute walk. A map of KAT bus route 40 is included in the attachments and labeled "Transit Network".

### **Pedestrian / Bicycle Network**

There are no designated bike lanes or paved greenways that access the proposed development along Beech Street. The “Knoxville Bicycle Map 2017” classifies McClung Avenue and South Haven Road as comfortable bike routes. Nearby there are signed bike routes along Island Home Avenue and Sevier Avenue as well as the paved Will Skelton Greenway north of the proposed development. A copy of the Knoxville Bicycle Map 2017 is included in the attachments and labeled “Bicycle Network.”

### **Trip Generation**

The Giffin School Apartments proposes 77 apartment units. The Knoxville-Knox County Planning Commission published a memorandum (“Local Trip Generation Rates for Multi-Family Residential Uses”, August 14, 2000) for the purpose of providing locally collected data for all multi-family residential developments. The fitted curve equations from the local study were used to calculate site trips for the Giffin School Apartments. A trip generation summary is shown in Table 1 – Trip Generation Summary.

**Table 1 - Trip Generation Summary  
Giffin School Apartments**

Land Use	Density	Daily Trips	AM Peak Hour		PM Peak Hour	
			Enter	Exit	Enter	Exit
Apartments (Local Trip Gen Study)	77 units	754	9	33	34	28

The total number of new trips generated by the proposed residential development at Giffin School Apartments is estimated to be 754 new daily trips, 42 trips during the AM peak hour and 62 trips during the PM peak hour.

### **Trip Distribution**

The directional distribution of the traffic generated by the Giffin School Apartments was estimated using the existing roadway network. FMA assumed that 50% of traffic would enter/exit from the intersection of S Haven Road at Lenland Avenue and 50% of traffic would enter/exit from the intersection of McClung Avenue at Beech Street.

Figure 1 shows the peak hour trip distribution and Figure 2 shows the peak hour site traffic from the Giffin School Apartments.

### **Driveway Connections**

There are two proposed full access driveway connections shown on the preliminary schematic. The first driveway will tie into the existing intersection of Beech Street at Buford Street and the second driveway connection is located in the vicinity of the existing Giffin School southern driveway.

### **Sight Distance**

The minimum required stopping sight distance was determined using the AASHTO "Geometric Design of Highways and Streets." The required stopping sight distance is 200 feet with a road with a 30 mph design speed. At the driveway connections the stopping sight distance was measured with a driver height of 3.5 feet and an object height of 2.0 feet per AASHTO.

The required stopping sight distance at the proposed intersection of Beech Street at Buford Street / driveway connection (north) is 227 feet traveling northbound with a +9% upgrade and 184 feet traveling southbound with -6% downgrade. The required stopping sight distance at the proposed intersection of Beech Street at driveway connection (south) is 200 feet traveling northbound and southbound with a less than 3% grade.

The sight line profiles for the intersection of Buford Street / driveway connection (north) at Beech Street and Beech Street at driveway connection (south) are included in the attachments.

### **Conclusion and Recommendations**

Beech Street between the intersection with Buford Street and the intersection with McClung Avenue has some pavement sections that are uneven; however, the overall condition of the pavement and sidewalks in the vicinity of the proposed development are in good condition. FMA recommends any improvements on Beech Street, including driveway access and location, resurfacing, striping plan, etc. be coordinated with the City of Knoxville.

The sight distance evaluation showed that the two proposed driveway connections have adequate stopping sight distance. FMA recommends that the sight distance be certified by a surveyor prior to the completion of construction activities.

I hope that this is helpful. Please contact me if you have any questions.

Thank you,



Addie Kirkham, P.E.

Enclosure: Attachments



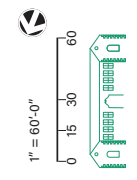
## Attachments

---



6. Concept Site Plan -  
"Historic Giffin Square"

- Site Legend
- Trash / Recycling
  - Secure Bicycle Parking
  - Playground





KGIS Copyright - 2022

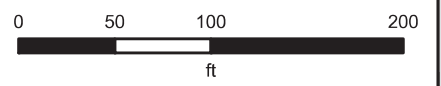
© KGIS

### Beech Street

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

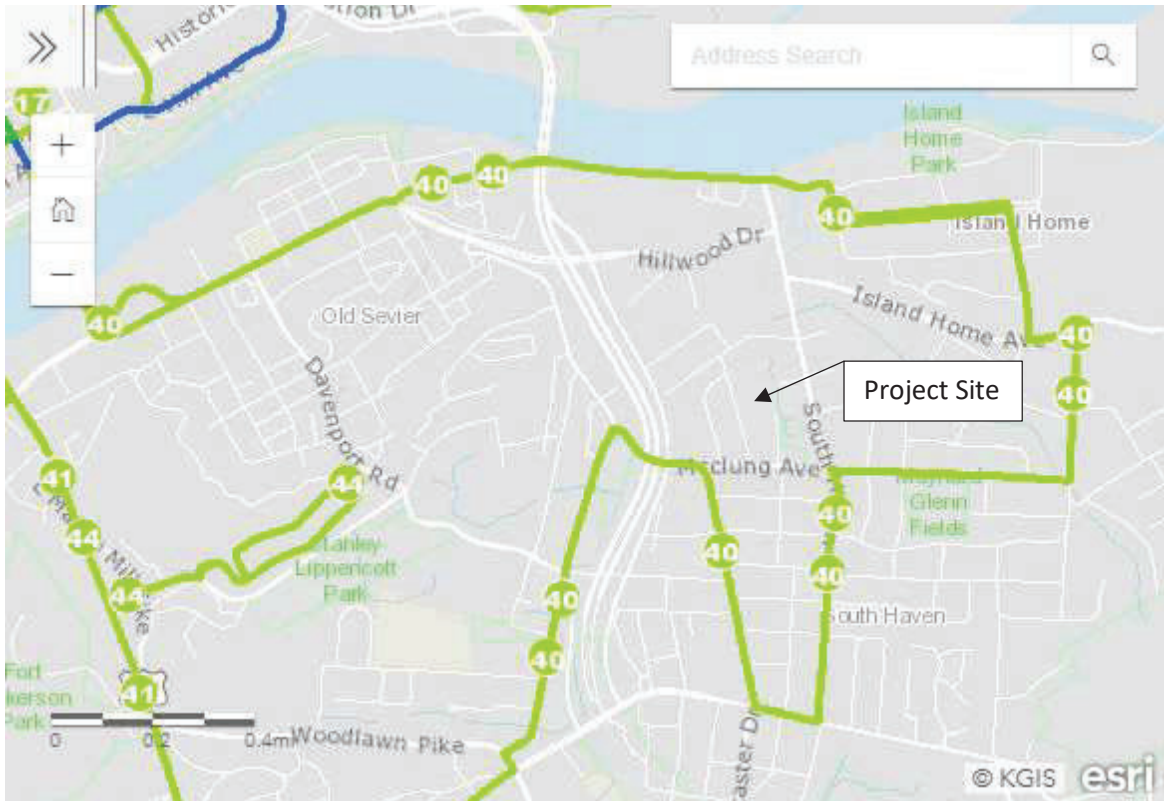


Printed: 2/27/2022 at 9:26:13 PM

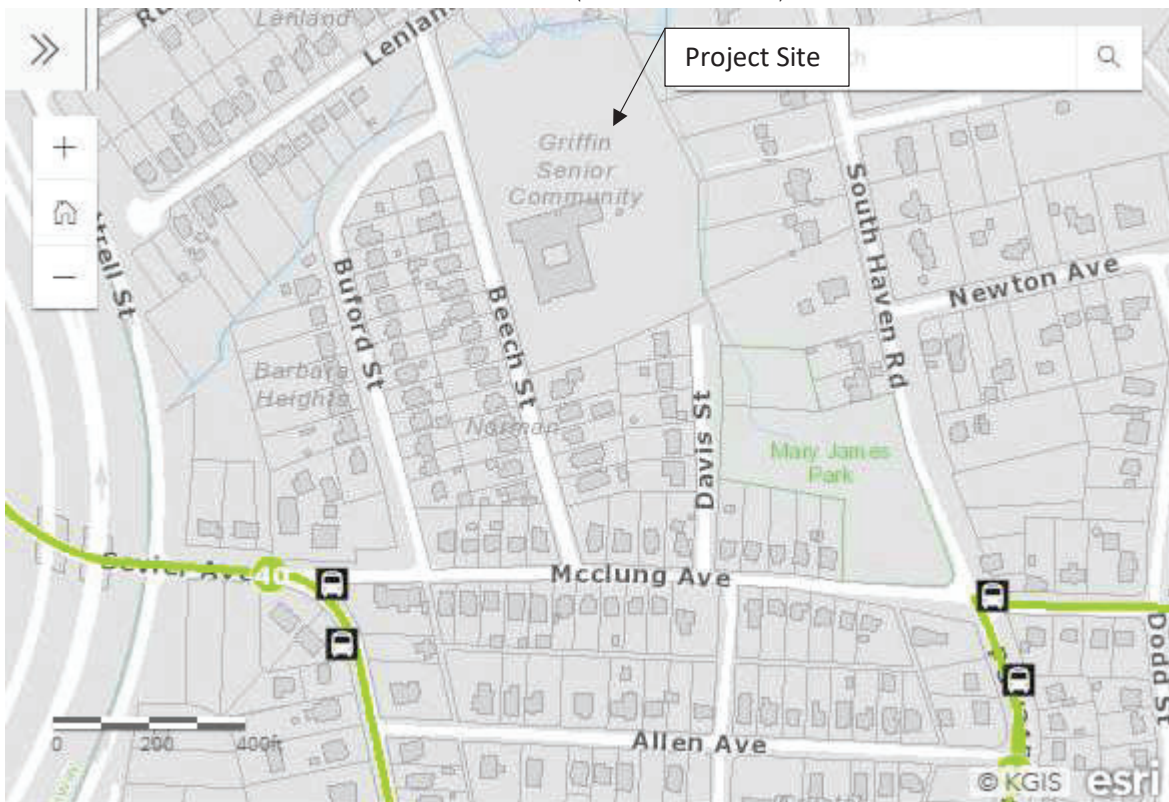


KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

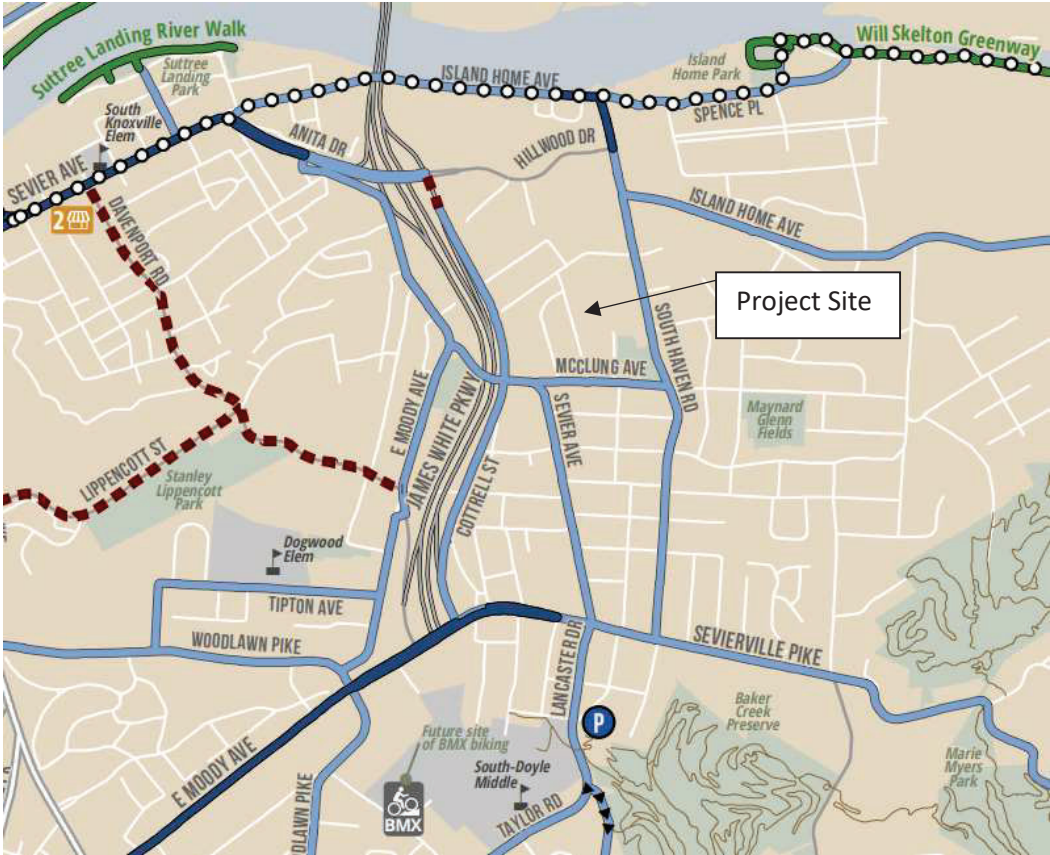
# Transit Network



Bus Route 40 (South Knoxville)



# Bicycle Network



## Map Features

- Bike lanes
- Climbing bike lane – one-way uphill
- Signed bike routes
- Comfortable routes
- Connections - use caution
- Local/neighborhood streets – generally comfortable for biking
- Collector streets – expect higher traffic speeds and volumes
- Arterial streets – **not recommended**
- One-way street
- Steep slopes – greater than 10% grade
- Paved greenways
- Multi-use unpaved trails To be completed in 2018
- Public restrooms
- Parking for trailheads and bike routes
- Transit station & superstops - all KAI buses & trolleys have bike racks
- Skateparks with BMX biking allowed
- School
- Bike Repair Stand

**Project: Giffin School Apartments**

**Date Conducted: 7/12/2022**

**Local Apartment Trip Generation Study  
77 Apartment Units**

**Average Daily Traffic**

$$T = 15.193 (X)^{0.899}$$

$$T = 15.193 (99)^{0.899}$$

$$T = 754$$

**Peak Hour of Adjacent Street Traffic**

**One Hour Between 7 and 9 a.m.**

$$T = 0.758 (X)^{0.924}$$

$$T = 0.758 (77)^{0.924}$$

$$T = 42$$

**Peak Hour of Adjacent Street Traffic**

**One Hour Between 4 and 6 p.m.**

$$T = 0.669 (X) + 10.069$$

$$T = 0.669 (77) + 10.069$$

$$T = 62$$

Time Period	Total Trips	Percent		Number	
		Enter	Exit	Enter	Exit
Weekday (24 hours)	754	50%	50%	377	377
AM Peak Hour	42	22%	78%	9	33
PM Peak Hour	62	55%	45%	34	28



## MEMORANDUM

**To:** Traffic Impact Study Reviewers and Preparers (see attached list)

**From:** Mike Conger *ADC*

**Date:** August 14, 2000

**Subject:** Local Trip Generation Rates for Multi-Family Residential Uses

---

Attached please find a summary of the final report with data plots for the Knox County Local Apartment Trip Generation Study. As you will recall, this report was discussed when the traffic impact study group last convened this past February. A consensus was reached at that meeting that the trip generation rates developed in the local study should be used for new apartment complexes and any other "multi-family" residential uses that are being proposed.

The MPC voted at its July 2000 meeting to officially amend the Traffic Impact Study Guidelines with language which reads that "trip generation rates for proposed uses shall be calculated using the latest edition of the ITE Trip Generation Manual, or using local data when it is available". This amendment allows the full implementation of the new rates, and they should be used for future proposed multi-family developments unless it can be demonstrated otherwise.

Thanks for your assistance and cooperation in this matter, if there are any questions or comments, please let me know.

## TRAFFIC IMPACT STUDY REVIEWER & PREPARER GROUP

<b>Name</b>	<b>Organization</b>	<b>Phone Number</b>
Daniel Armstrong	Wilbur Smith	584-8584
Rusty Baksa	Land Dev. Solutions	671-2281
Kim Henry Begg	SITE, inc.	693-5010
Mark Best	TDOT	594-9170
Alan Childers	Cannon & Cannon	988-4818
Steve Drummer	Barge Waggoner	637-2810
Mark Geldmeier	City of Knoxville	215-6100
John Gould	Wilbur Smith	584-8584
Barbara Hatcher	SITE, inc.	693-5010
John Heid	AR/TEC	681-8848
Bill Kervin	Allen Hoshall	694-1834
Hollis Loveday	Wilbur Smith	584-8584
David McGinley	City of Knoxville	215-2148
David Moore	TDOT	594-9170
Linda Mosch	Consultant	777-2025
Amanda Rule	TDOT	594-9170
Cindy Pionke	Knox County	215-5800
Pam Porter	TDOT	594-9170
John Sexton	Allen Hoshall	694-1834
Jim Snowden	Knox County	215-5800
Darcy Sullivan	SITE, inc.	693-5010
Jeff Welch	MPC	215-2500



**KNOX COUNTY**  
**LOCAL APARTMENT TRIP GENERATION STUDY**

**PURPOSE**

A Traffic Impact Study (TIS) is currently required in Knox County when a proposed development is projected to generate in excess of 750 trips per day. The determinations of when the threshold is met as well as all subsequent analyses in the TIS are performed using the rates and equations given in the Institute of Transportation Engineers (ITE) Trip Generation Manual. Local governmental agencies rely heavily on the accuracy of these trip generation rates in order to correctly predict the impacts of a proposed development on the transportation system. Therefore, in certain instances, it is logical to verify whether the “national” rates and equations given in the ITE Trip Generation Manual are appropriate for use in a specific local area or region.

The decision was made to study the local trip-making characteristics of apartments because of the discrepancy between the trip generation rates for apartments and single family residential land uses as given in the ITE Trip Generation Manual. While these two land uses are similar in nature, the Trip Generation Manual predicts about three less trips per dwelling unit generated by apartments for the average weekday. Additionally the Trip Generation Manual points out that due to the age of their database, which dates back to the 1960’s, “the rates for apartments probably had changed over time”. It is also assumed that some of the ITE data had come from larger metropolitan areas with denser development and greater transit use than Knox County, which would contribute to lower trip generation rates. Therefore, this study will be used to either verify the rates given in the Trip Generation Manual or generate new ones that can be applied to locally proposed apartment developments.

**PROCEDURE**

The procedures recommended by ITE in conducting local trip generation studies were generally followed for this study, along with some important assumptions that have made. ITE has published a proposed recommended practice entitled “Trip Generation Handbook” which specifically outlines procedures for conducting local trip generation studies and establishing new rates and equations.

The first step in the study was to define the number and location of the sites to be studied, as well as the counting methodology. Initially 14 sites were selected, although one apartment complex – the College Park Apartments – was later omitted due to uncharacteristically high traffic generation numbers. The number of sites used in this study far exceeds the recommended minimum amount suggested by ITE, which is five sites. Traffic counts were taken for week-long periods at 15-minute intervals between July 22, 1996 and August 9, 1996 at the access points to the apartment complexes. A Technical Appendix to this report contains the traffic count data collected at each apartment complex.

## RESULTS

The traffic count data was analyzed using spreadsheets in order to determine the weighted average rates and regression equations. In order to be considered valid, the local rates and equations for each time period of analysis that were generated must meet certain statistical criteria. First, the standard deviation of the independent variable (dwelling units) should be no more than 110 percent of the weighted average rate; and secondly, the regression equations require a computed coefficient of determination ( $R^2$ ) value of at least 0.75 before good data fit is indicated. This statistical criteria is met by the local data results, and in fact it often exceeds the level of data fit given by their counterparts in the ITE Trip Generation Manual. Finally, in order to simplify the use of the local data, plots were generated that appear identical to the actual ones in the ITE Trip Generation Manual.

The resulting rates and equations calculated from the local data indicate that the average weekday trip generation of apartments in this area is well above the national rates reported in the ITE manual. For example, the locally computed average rate for number of trips generated during a weekday is 35% higher than the rate given by ITE (increase from 6.63 trips per dwelling unit to 9.03 trips per dwelling unit). The trip generation rates do not increase as much for the AM and PM peak hours however. The local rate is roughly 8% higher for the AM peak, and 16% higher for the PM peak. The plots from the ITE Trip Generation Manual are included in the Technical Appendix for comparison purposes.

## ASSUMPTIONS MADE

Some important assumptions have been made which may affect the results of the local data that was collected:

- It is important to note that the local trip generation rates were computed for the *total* number of dwelling units in the apartment complex, and not necessarily for the number of *occupied* dwelling units. There are several reasons why this was done, chiefly because of the need for comparability with the rates given in ITE Trip Generation Manual, as it does not specify whether the dwelling units are occupied. According to ITE procedures the selected sites must only be of “reasonably full occupancy (i.e. at least 85%)”. The Apartment Association of Greater Knoxville (AAGK) publishes quarterly reports on occupancy levels of apartment complexes, and the report covering the period of the data collection was reviewed to determine occupancy levels. According to the AAGK report from July 1, 1996 – September 30, 1996 all of the apartment complexes surveyed in this study met the minimum 85% occupancy level, with an average occupancy rate for all sites studied of 94%.
- The count data that was collected at each apartment complex was used “raw” meaning that it was not factored for possible daily or seasonal variations. Once again, according to an ITE representative it is not known whether the data used in the Trip Generation Manual was factored or not, so therefore in order to be able to compare

local rates to those in the manual you must assume that count data should not be factored. Additionally, it was felt that apartment complexes would generally not be as susceptible to major seasonal fluctuations as other land uses might be. The local rates were also developed using count data that was collected and averaged over an entire week, which should limit some of the daily variations. Finally, reliable local daily and seasonal variation factors do not truly exist.

## CONCLUSION

The local apartment study methodology and results were distributed for comment to a group of local transportation professionals who are directly responsible for either preparing or reviewing traffic impact studies. A meeting was held between this group on February 16, 2000 in order to gather comments and discuss the study in greater detail. The following conclusions are based on the discussion and consensus reached at this meeting:

1. The trip generation rates and equations meet statistical requirements and resulted from a study that followed accepted procedures; therefore they should be adopted for future use. Furthermore, the rates and equations are recommended for use in reviewing the traffic impact of any development termed as “multi-family”, such as townhouse and condominium developments due to their similarity to apartment complexes.
2. The Traffic Access and Impact Study Guidelines and Procedures adopted by MPC should be amended with the language that local data should be used when available, which will allow the implementation of these new multi-family trip generation rates.
3. The following suggestions were made for future consideration:
  - This study should be updated with data collected from local townhouse and condominium developments in order to further justify the use of the new trip generation rates.
  - A statistical comparison should be made between any newly developed rates and the ITE single family trip generation rates to determine if there is a significant difference. If there is no difference then perhaps ITE single-family rates could be used for any residential development proposed in Knox County.

# Local Apartment Trip Generation Study

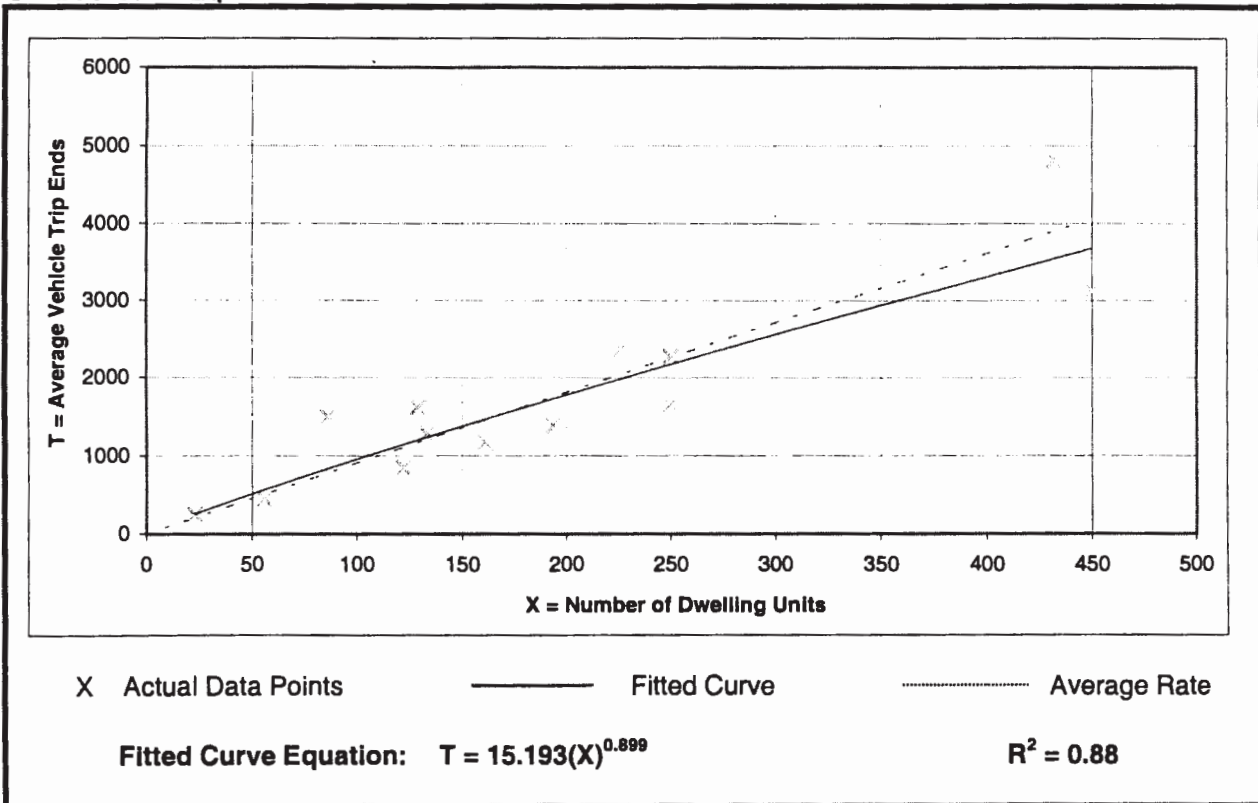
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

Number of Studies: 13  
Average Number of Dwelling Units: 193  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation Per Dwelling Unit

Average Rate	Ranges of Rates	Standard Deviation
9.03	6.59 - 17.41	2.47

## Data Plot and Equation



# Local Apartment Trip Generation Study

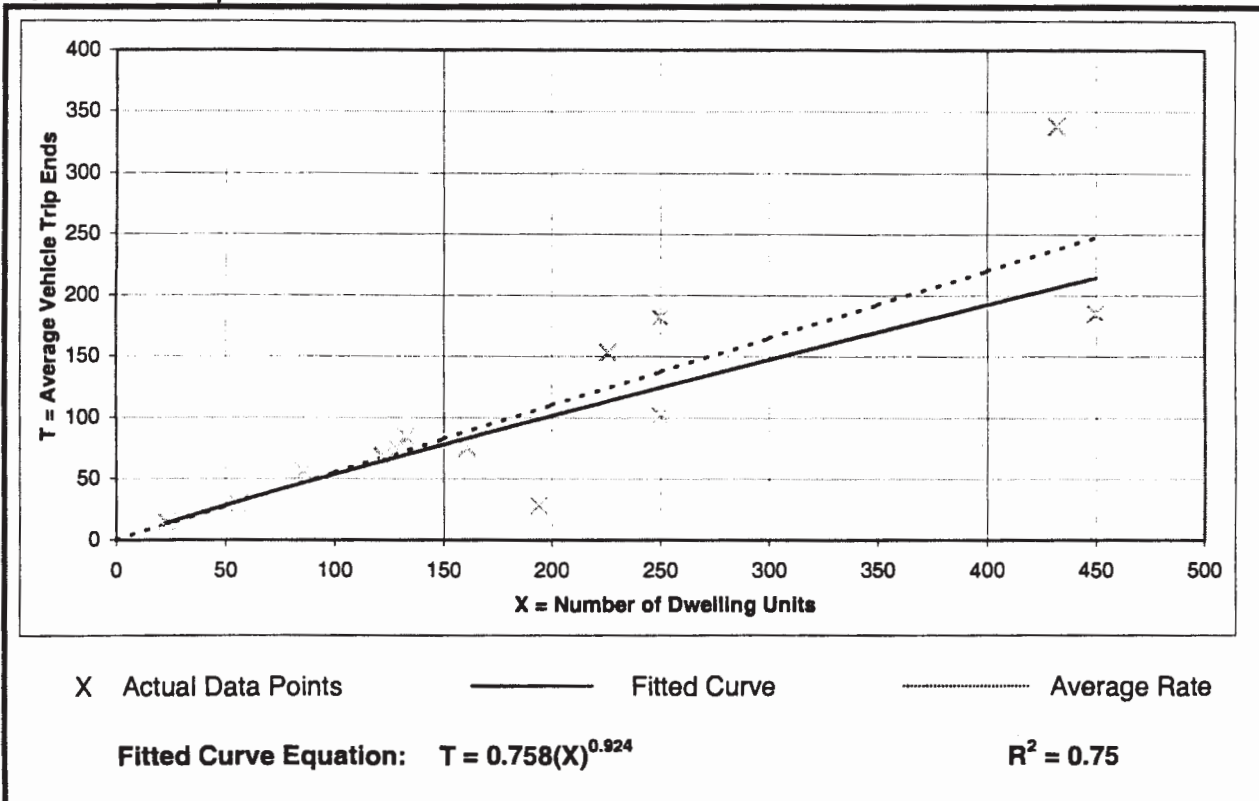
Average Vehicle Trip Ends vs: Dwelling Units  
 On a: Weekday,  
 Peak Hour of Adjacent Street Traffic,  
 One Hour Between 7 and 9 a.m.

Number of Studies: 13  
 Average Number of Dwelling Units: 193  
 Directional Distribution: 22% entering, 78% exiting

## Trip Generation Per Dwelling Unit

Average Rate	Ranges of Rates	Standard Deviation
0.55	0.14 - 0.78	0.18

## Data Plot and Equation



# Local Apartment Trip Generation Study

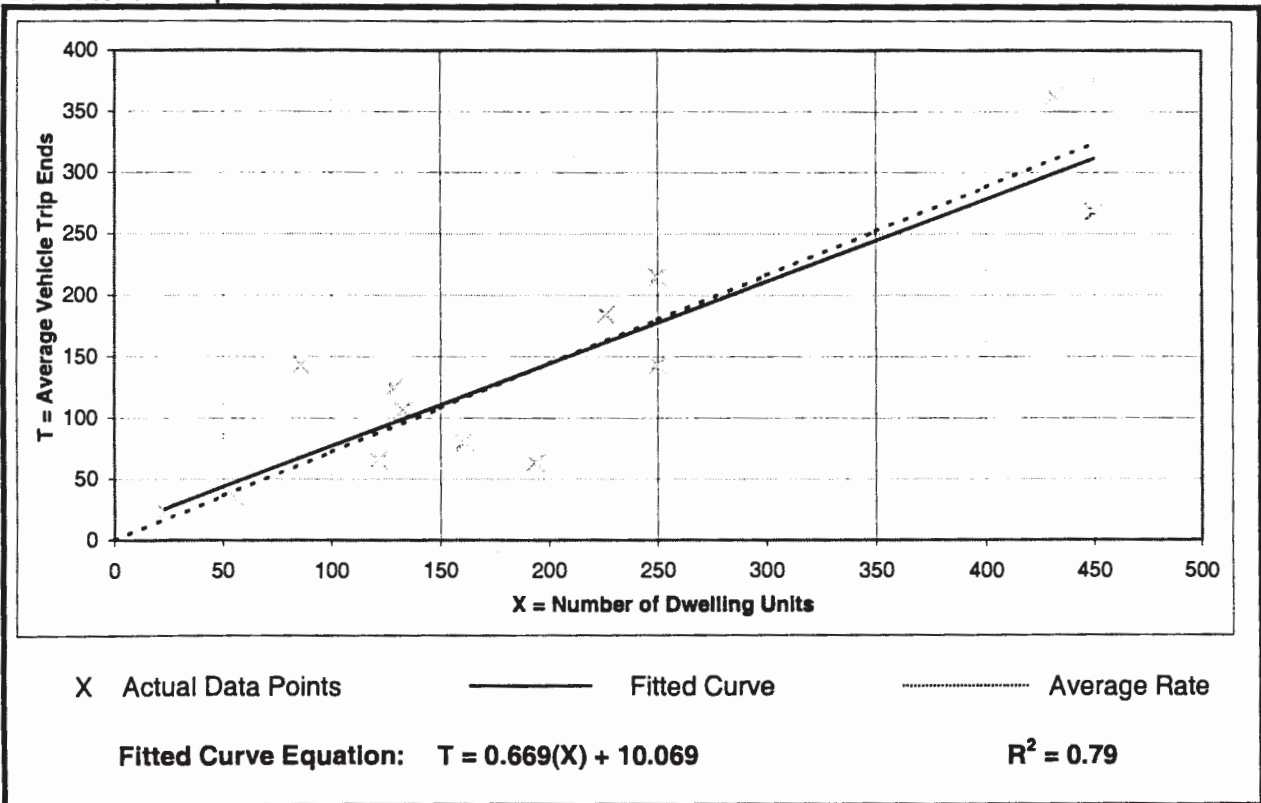
Average Vehicle Trip Ends vs: Dwelling Units  
 On a: Weekday,  
 Peak Hour of Adjacent Street Traffic,  
 One Hour Between 4 and 6 p.m.

Number of Studies: 13  
 Average Number of Dwelling Units: 193  
 Directional Distribution: 55% entering, 45% exiting

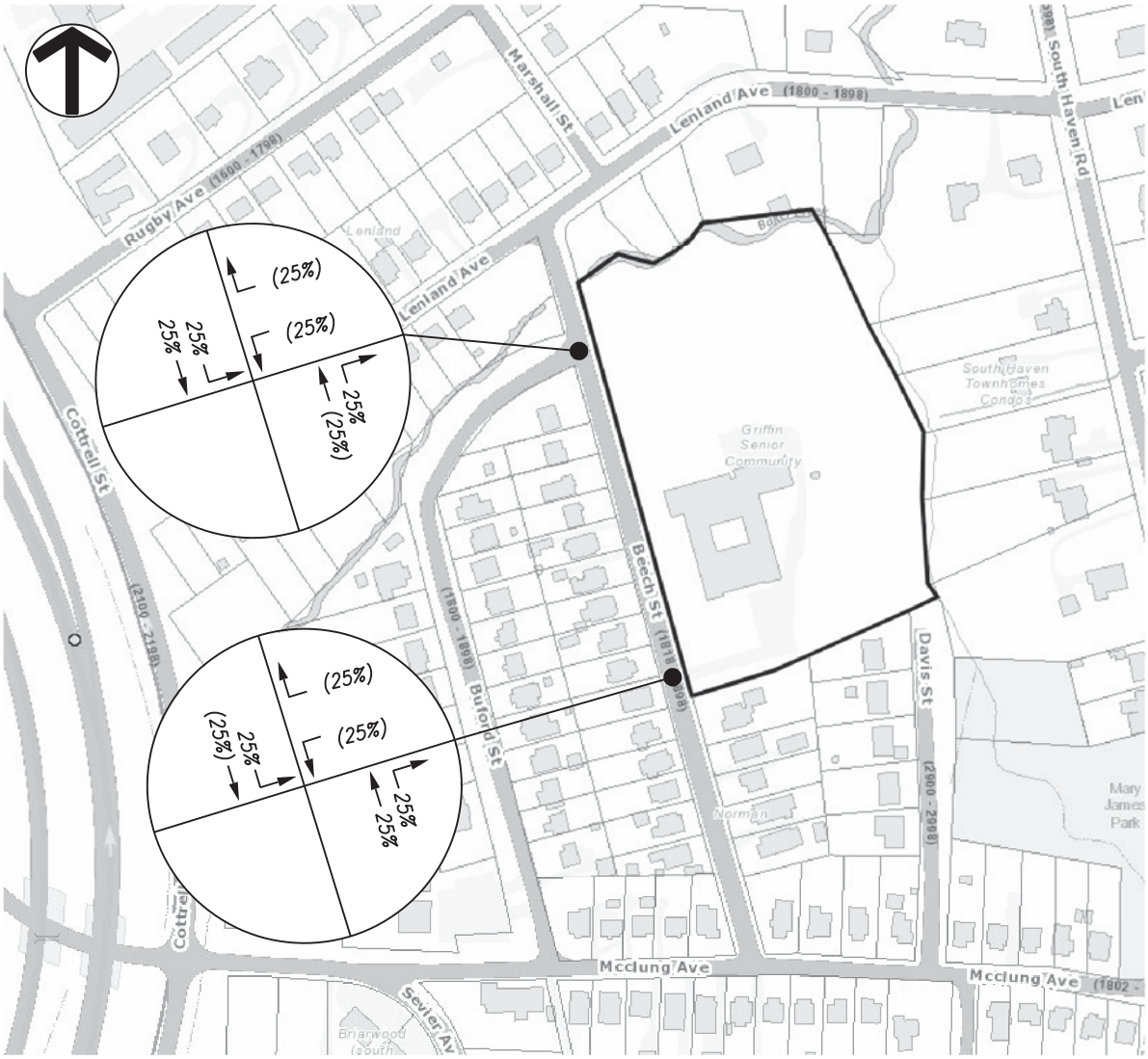
## Trip Generation Per Dwelling Unit

Average Rate	Ranges of Rates	Standard Deviation
0.72	0.32 - 1.66	0.25

## Data Plot and Equation



Giffin School Apartments  
 Traffic Letter  
 July 12, 2022

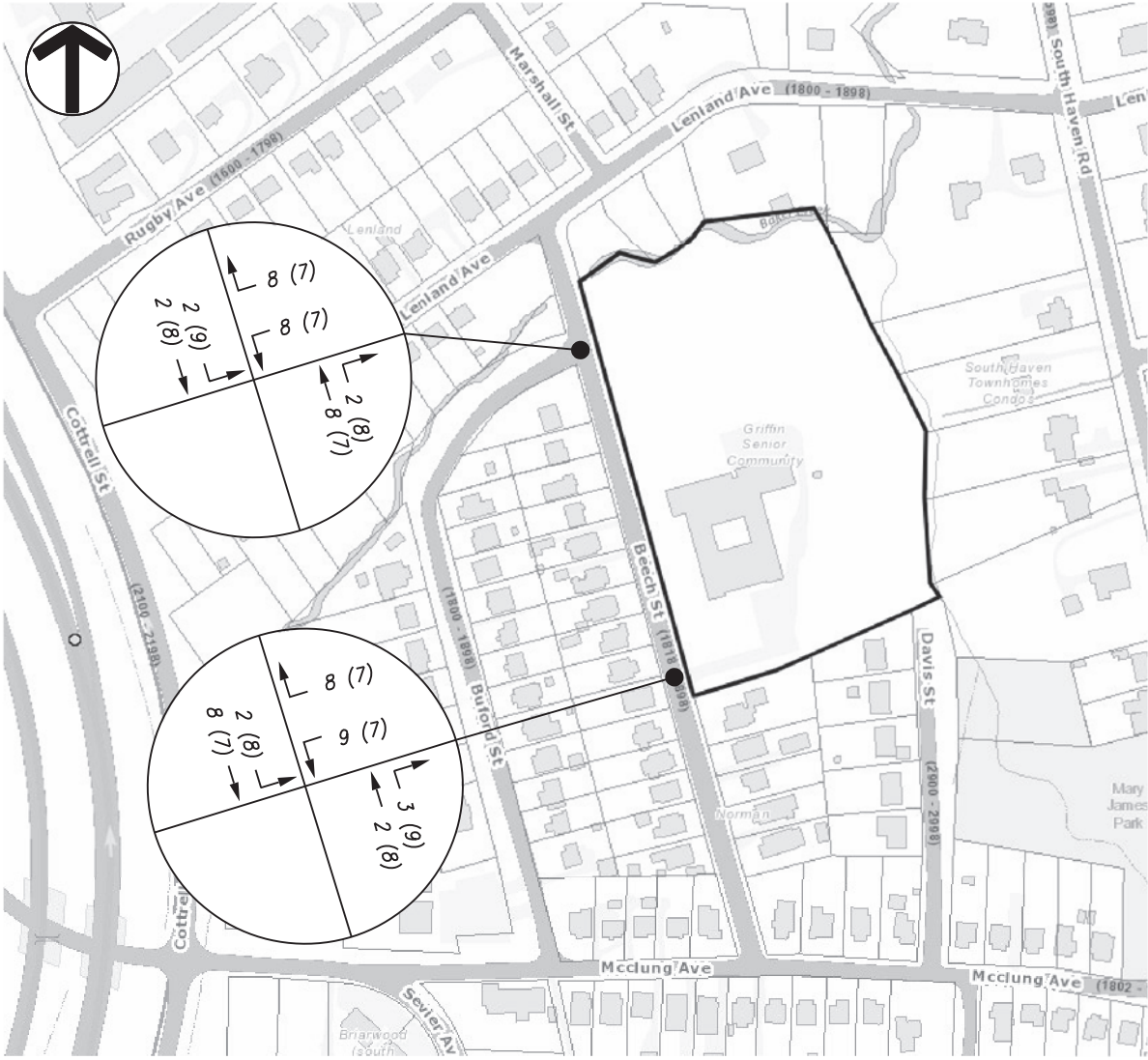


**LEGEND:**

← 50% (50%)      TRIP DISTRIBUTION ENTER (EXIT)

Figure 1: Peak Hour Trip Distribution

Giffin School Apartments  
 Traffic Letter  
 July 12, 2022

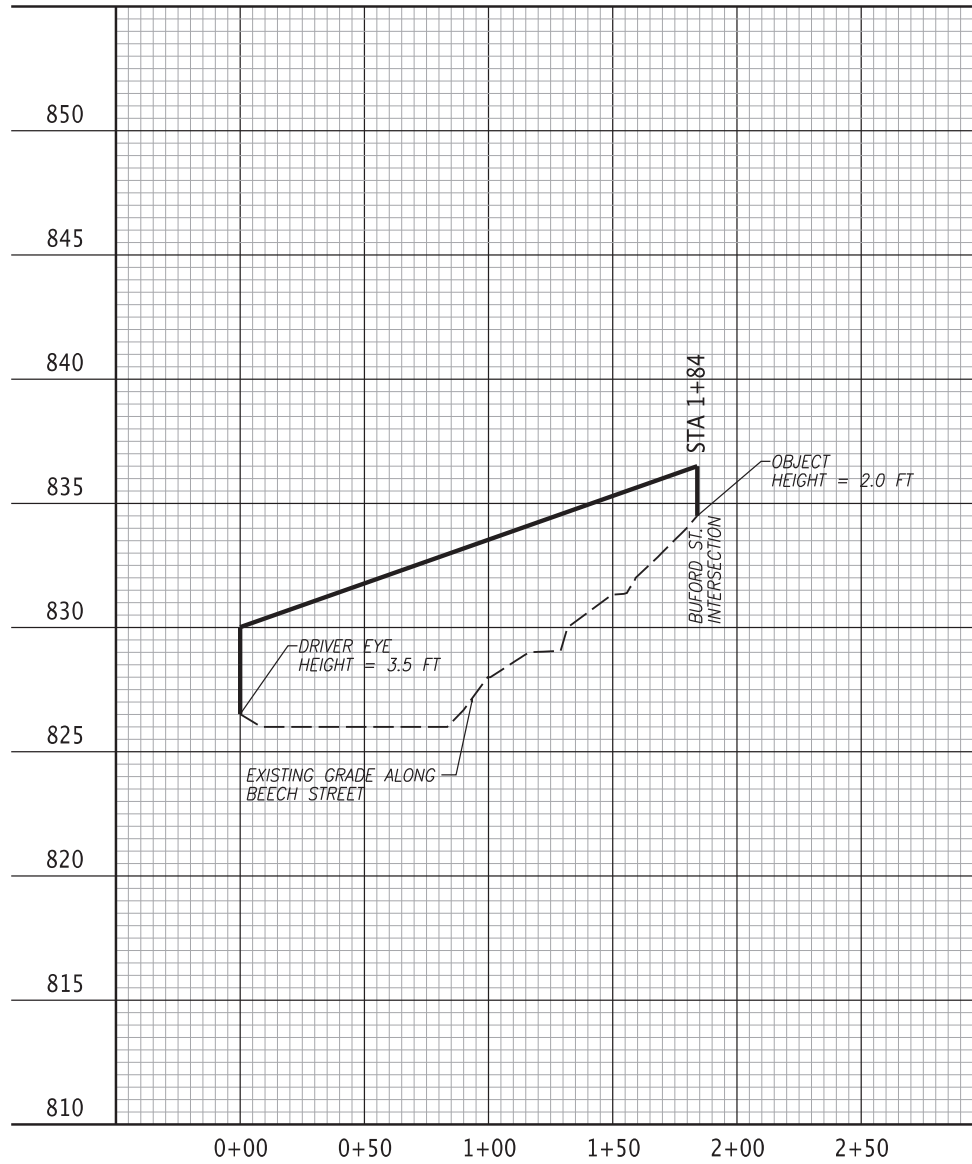


**LEGEND:**

← 123 (23)      TURNING MOVEMENT VOLUME AM (PM)

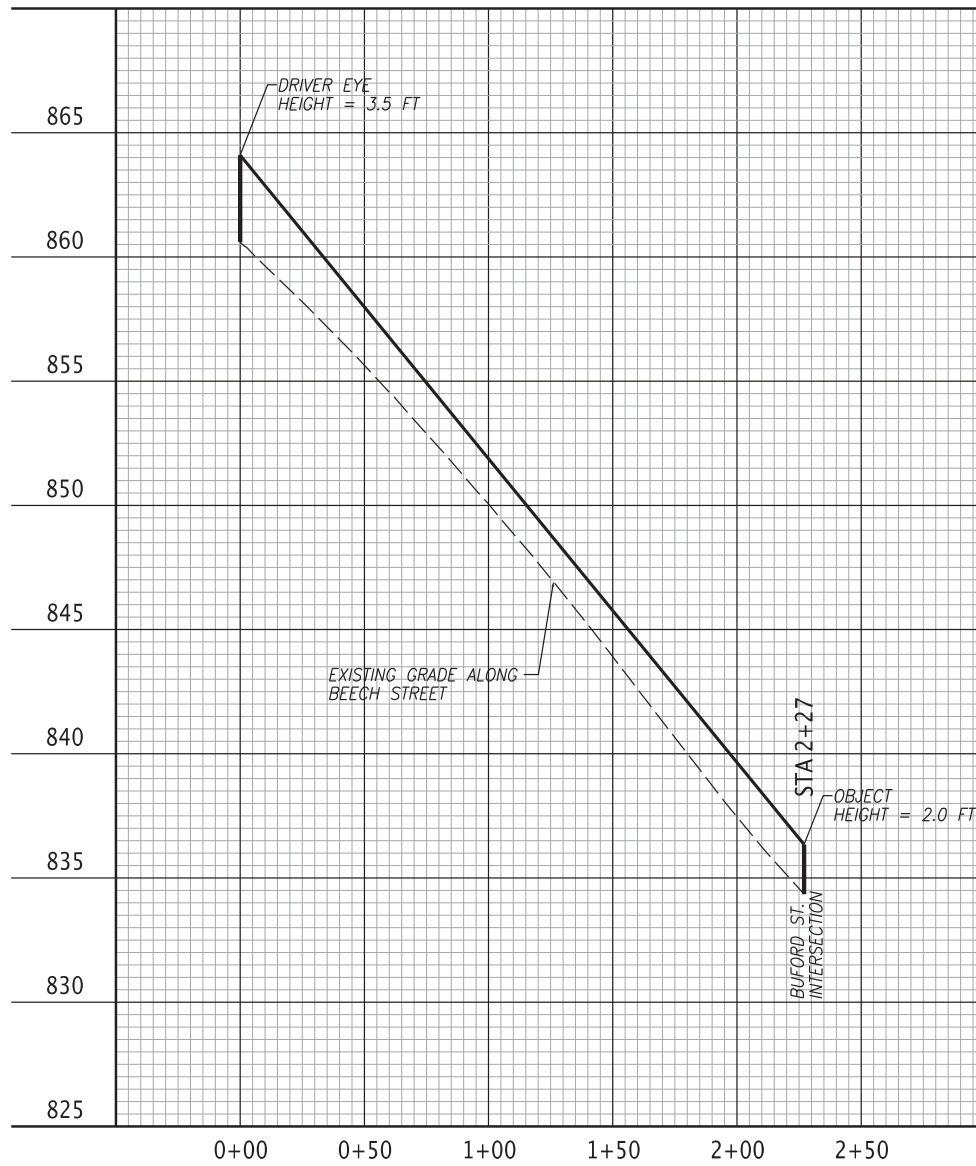
Figure 2: Peak Hour Site Traffic





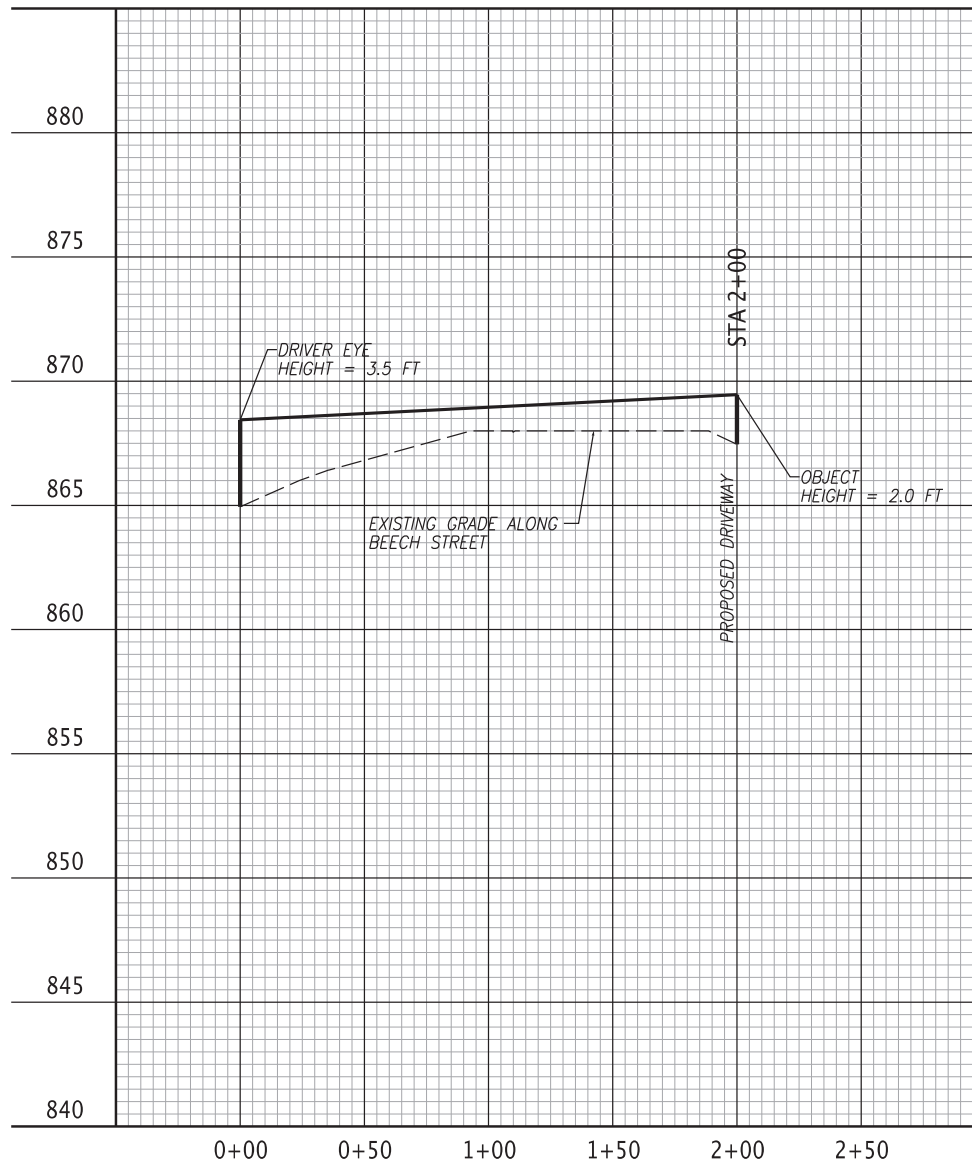
**STOPPING SIGHT DISTANCE PROFILE – BEECH STREET / BUFORD ST – NORTHERN APPROACH**

SCALE: 1"=50' HORIZ  
1"=5' VERT



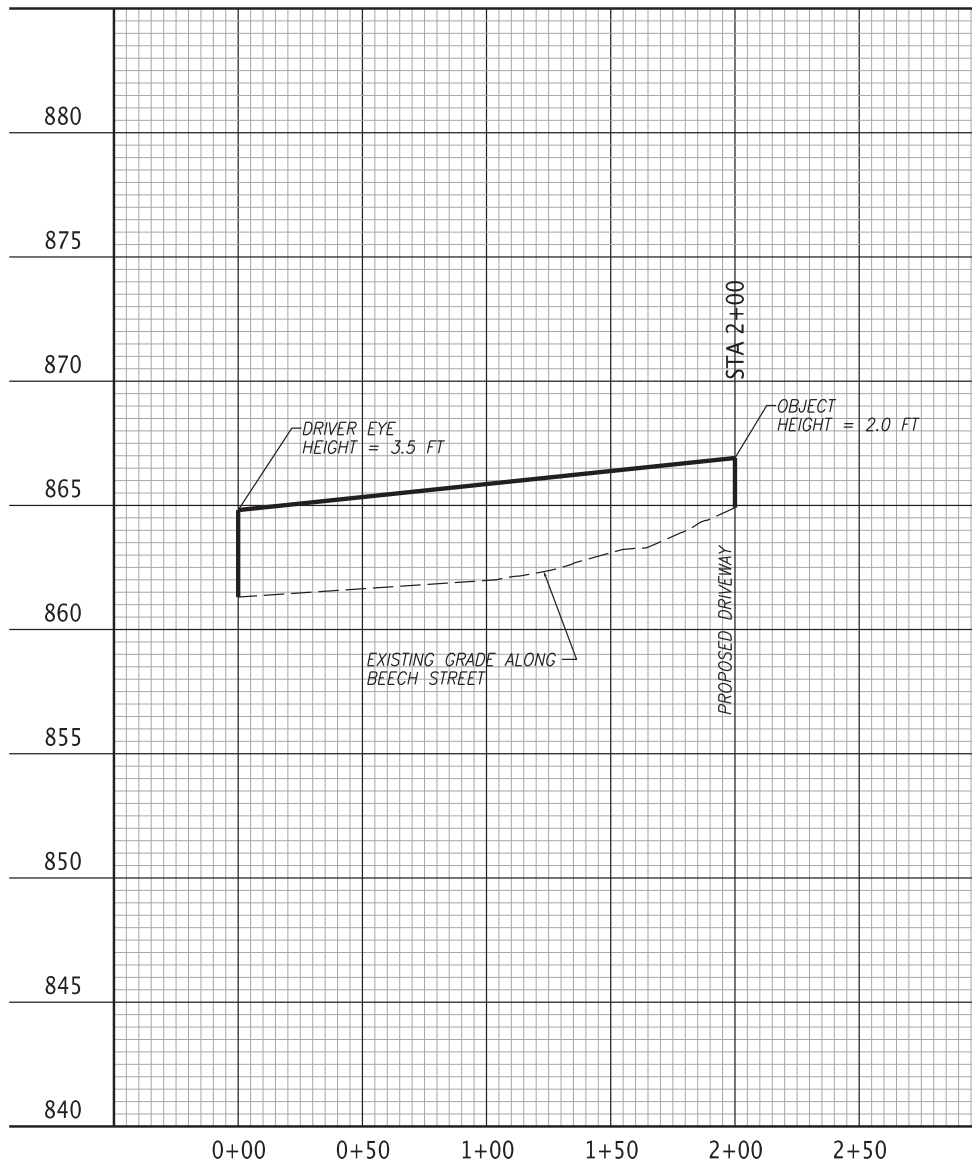
**STOPPING SIGHT DISTANCE PROFILE - BEECH STREET / BUFORD ST - SOUTHERN APPROACH**

SCALE: 1"=50' HORIZ  
1"=5' VERT



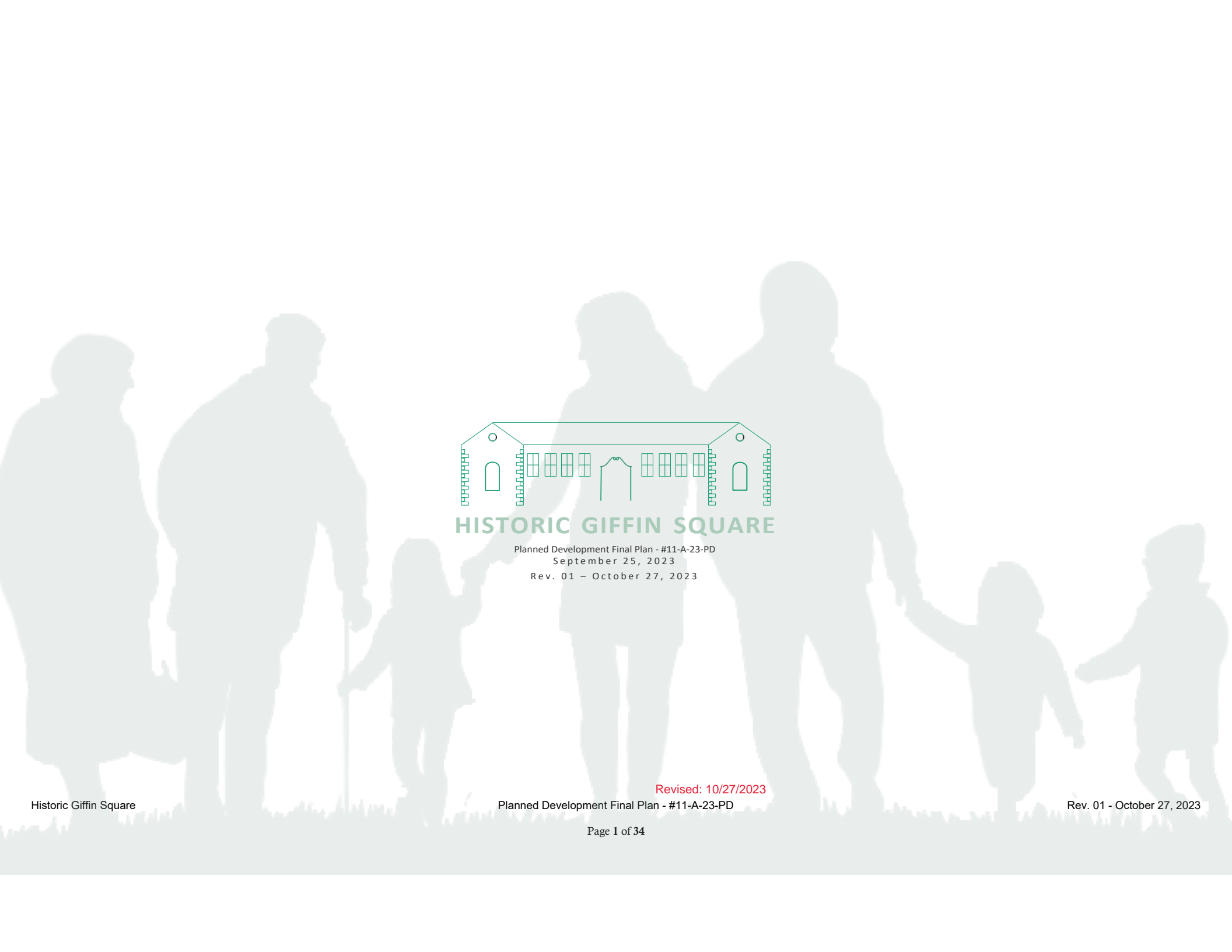
**STOPPING SIGHT DISTANCE PROFILE - BEECH STREET / DRIVEWAY - NORTHERN APPROACH**

SCALE: 1"=50' HORIZ  
1"=5' VERT



STOPPING SIGHT DISTANCE PROFILE - BEECH STREET / DRIVEWAY - SOUTHERN APPROACH

SCALE: 1"=50' HORIZ  
1"=5' VERT



# HISTORIC GIFFIN SQUARE

Planned Development Final Plan - #11-A-23-PD  
September 25, 2023  
Rev. 01 - October 27, 2023



Knoxville-Knox County Planning Commission  
400 Main Street, Suite 403  
Knoxville, TN 37902  
865.215.2500 | contact@knoxplanning.org

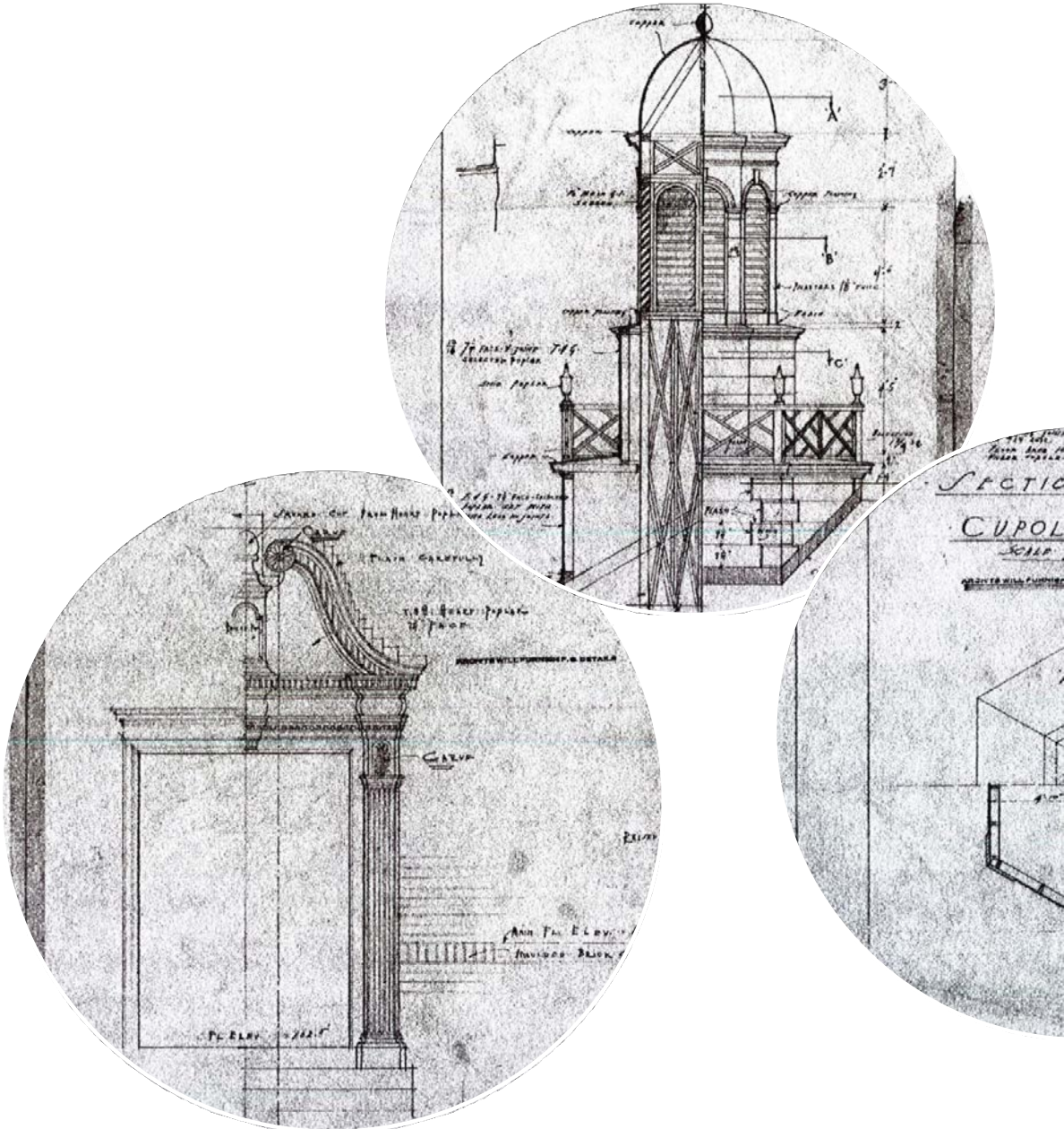
Rev. 01 – October 27, 2023

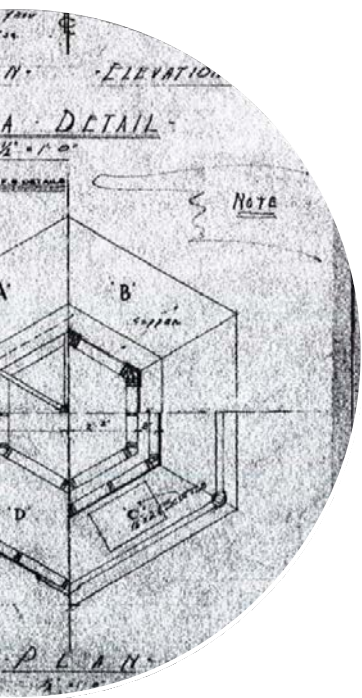
# HISTORIC GIFFIN SQUARE

Planned Development - Final Plan - #11-A-23-PD  
Planned Development – Preliminary Plan - #4-A-22-PD (August 9, 2022)

## Submitter:

David Case, Case Enterprises Development Corp.  
54 Bartlett Street  
Asheville, NC 28801  
520.907.7704 | david@caseenterprises.net





## CONTENTS

01	Proposed Use .....	06
02	Community Benefits .....	06
03	RN-2 District Exceptions .....	09
04	RN-2 Applicable Regulations .....	10
05	Development Concept .....	15
06	Exhibits .....	20
07	Development Request .....	32
08	Appendix .....	33





01

Proposed Use

02

Community Benefits

03

RN-2 District Exceptions

04

RN-2 Applicable Regulations

## 01 Proposed Use

---

**The proposed use as defined in this Final Plan application adheres to the Preliminary Plan approved in June 2022 with minimal modifications.**

“**Historic Giffin Square**” is anchored by and builds upon the community legacy of Giffin School, circa 1928 - 1950.

The school building is on the National Register of Historic Places and the National Park Service has previously approved Part 1 & 2 of our Historic Tax Credit application; currently being resubmitted to reflect use as “workforce” housing.

The proposed development will provide well-appointed multi-family housing units for working class families and individuals. The formularized rents will address a critical housing need for those in the South Haven Neighborhood and larger Knoxville Community below 60% of the median income range.

The development will provide 77 dwelling units composed of Efficiencies, One, Two, and Three-Bedroom residences. The historic structure, incorporating Commons spaces, and two new residential buildings will be utilized.



## 02 Community Benefits

---

The proposed Planned Development presents a flexible and creative design preserving historic architecture through an innovative site and facility design of affordable multi-family housing posing a number of benefits to the City and South Haven Neighborhood.

The Planned Development application was originally submitted February 28, 2022. Upon acquiring the property in 2015, we established a relationship with the South Haven Neighborhood Association ( SHNA ). Prior to submitting our application, we engaged the SHNA in dialogue and discussion about our proposed development resulting in a series of Neighborhood forums:

2022

February 19 Met at Hillcrest United Methodist Church to present / discuss a preliminary plan and receive input. (attendance aprx 20-25)  
March 26 Met at owner / developer office to present/discuss 2-28-22 application and receive input. (attendance aprx 25+)  
April 16 SHNA met at Hillcrest United Methodist Church to discuss/collect definitive input as requested by owner/developer. (attendance aprx. 25)  
April 22 Video conference to clarify 4-16-22 SHNA input.  
May 7 Met at owner / developer office to present/discuss revised concept and receive input. (attendance 6)  
May 21 Met at Hillcrest United Methodist Church to again present / discuss revised concept for those unable to attend the 5-7-22 meeting and receive additional input. (15 attendance)  
Additionally the owner / developer offered open office hours for “drop by” discussion of the development.

2023

February 13 Attended South Knoxville Community Open House and offered update to SHNA members in attendance.  
August 24 Presented design / project update and reviewed the SHNA M.O.U. item by item to the SHNA monthly meeting with no dissenting opinions expressed (attendance aprx 15-20)  
September 25 Shared Final Plan submittal with SHNA President for sharing with members  
October 26 Shared design progress via Miro Boards with SHNA President for sharing with members  
October 27 Shared revised Final Plan with SHNA President for sharing with members

The developer / owner has maintained communications with the SHNA on a regular basis monitoring monthly SHNA developments and providing updates on Giffin project milestones as they occur.

In consideration of this process, salient community benefits and the results of the neighborhood’s involvement are as follows:

- **Restores a vacant derelict “historic property” to meaningful use.** The property has been on Knox Heritage’s “Fragile Fifteen“ for a number of years. The existing building cannot readily be demolished, and the site utilized otherwise due to an easement and deed restriction held by Knox Heritage. The property is on the National Historic Register.
- Development and occupancy of the property will add **vitality, increased security, activity**, and a welcome addition to the neighborhood.
- **Housing** in the development’s **price range** is sorely needed in Knoxville. “Workforce Housing” is not public housing, far from it. This type housing will be very beneficial to Knoxville residents in that it lowers the cost of good family housing through federal tax credits and private dollars.  

The people who will benefit from our development are teachers, police and firemen, service workers (servers, cooks, bartenders), coaches, church staff, mechanics, construction workers, virtual workers, etc.....a mixture comparable to the vocations and incomes of current-day South Haven / South Knoxville residents. It is fair to say that our development will offer quality housing opportunities to the very families and friends of those currently living in the South Haven Neighborhood.

The project **brings working families and individuals**.... contributing to the community and strengthening the neighborhood economy.
- **New buildings:**
  - are required to be **compatible and complimentary** of the **1928 Colonial Revival** (Barber & McMurray) and the **1950 Modernist** (Bruce McCarty) styles of the school. The exteriors of the school will be rehabilitated per the **Secretary of the Interiors Standards for the Treatment of Historic Properties** and as per a **Knox Heritage** easement / deed restriction recorded at the Knox County register of Deeds.
  - will attain a **high level of sustainability and environmental innovation**.
  - New construction has a **low impact on street frontage**. One building aligned with the existing building setback, has only a nominal 130' front elevation. The second building is located due east of and aligns with the first. Elevations of the new buildings at the ambient Beech Street topography are of an allowed three-story residential height of 35'; lower than the roof ridge line of the existing historic school building.
  - **new construction is essentially limited to the existing playground area** and intrudes only approximately 2,200 SF into existing tree line at each dwelling unit building.
- **Community Gathering Space** will include computers / internet service, warming / catering kitchen, gathering / event space, workout space, mailboxes, restrooms, and laundry facility. As agreed upon during prior meetings with the South Haven Neighborhood Association, the owners of Historic Giffin Square property will make available to residents and neighborhood groups the approximately 3,000 square feet of new community space for meetings, small events, and group activities. We see ourselves and our residents as invested members of the South Haven community and will make good faith efforts to participate in all community events that occur in the years to come."
- **Density**, through collaboration with the neighborhood, resulted in dwelling units reduced from 99 to 77 generating 135 bedrooms, a reduction of 64 bedrooms from the original submittal.

- **Parking:**

- Although 78 spaces are required of the development, we are providing one space per bedroom to allay the concerns of the SHNA. Our Final Plan application requests approval for 140 spaces. The maximum allowable by code is 143.

- **Sight Lines:**

- were studied and it was determined that sight lines **are not a problem**, allaying SHNA concerns.

- **Storm Drainage:**

- **concerns were eliminated** by communicating the City's requirement that the new development requires that pre-development rates of storm water discharge be maintained.

- Developers are strongly incentivized to maintain the development and to keep occupancy rates high through **a minimum 30-year commitment to the property** or they risk elimination from future tax credit deals in addition to the loss of their substantial financial guarantees. The development will have an **on-site property manager and maintenance foreman**. A template lease to be utilized for the property has been shared with the SHNA that strongly addresses the concerns of the neighborhood regarding **safety and management**.

- The development is poised to **begin immediately** upon approval of the Planned Development.

- More than **\$1,000,000** has been spent to date in **stabilization of the property**.

- The previously approved **Historic Tax Credit** is subject to minor adjustments and a new application resulting from the interior floor plan changes.

- **First-class site design and development** provides a handsomely landscaped and maintained site as an outdoor amenity for residents and visitors.

- All elements of the project are **outside the flood plains**.

- Mature **plant material** on sloped areas will be **sensitively maintained** and cleared of underbrush, providing a pleasing canopy for passive use and exploration. Diseased and damaged trees will be professionally pruned or removed. We are committed to the **reforestation** of the flood plain in compliance and cooperation with jurisdictional authorities.

- **The development will offer additional benefits in the form of:**

- gathering spaces and amenities such as plazas, gardens, pedestrian walks, and landscaped areas.
- sustainable design and architecture will address elements such as high-quality, energy efficient construction using established standards such as Energy Star (etc.).
- Preservation of existing environmental features, protections for steep slopes, provision of additional trees and plant material through our landscaping / reforestation effort for the slopes and flood plain.
- welcome the opportunity to work with the City to incorporate on / or tangent to our property, the development of recreational open space, including parks and playgrounds, natural water features (Baker Creek) and conservation areas, jogging trails and fitness courses (Giffin Trail), dog parks, and similar features.
- Affordable housing set-asides are a key characteristic and motivation for our proposed project.
- While not establishing senior housing set-asides based on Section 8 housing, we will rent to seniors, accepting vouchers, etc. Our Efficiency Units are a good fit for seniors.



03 RN-2 District Exceptions

Giffin Historic Square requires three exceptions to the underlying RN-2 zoning requirements as follows:

Exception #1: Article 9-2, Table 9-1: Add Dwelling – Multi-Family as a permitted use in the RN-2 district.

TABLE 9-1: USE MATRIX																								
P = Permitted Use S = Special Use T = Temporary Use																								
PRINCIPAL USE	EN	RN-1	RN-2	RN-3	RN-4	RN-5	RN-6	RN-7	C-N	C-G	C-H	C-R	DK	O	OF	I-MU	FRD	I-G	I-H	AG	INST	OS	NA	USE STANDARD (Section)
Dwelling—Multi-Family			P		P,S	P	P	P	P	P	P	P	P	P	P	P								9.3.1

Exception #2: Allow 1 dwelling unit per 3,500 sq. ft. of land area (MF: 3,500 SF/DU)

Table 4-1: Residential Districts Dimensional Standards					
	EN	RN-1	RN-2	RN-3	RN-4
<b>Bulk</b>					
Minimum Lot Area	22,000 sf	SF: 10,000 sf 2F: 15,000 sf Nonresidential: 20,000 sf	SF: 5,000 sf 2F: 10,000 sf Nonresidential: 10,000 sf <b>MF: 3,500 sf per DU</b>	SF: 5,000 sf 2F: 7,500 sf TH: 12,000 sf for 3 du, 3,000 sf each additional du Nonresidential: 10,000 sf	SF: 5,000 sf 2F: 7,000 sf TH: 3,000 sf/du MF: 2,000 sf/du Nonresidential: 10,000 sf
Maximum Lot Area	N/A	N/A	N/A	N/A	MF: 40,000 sf
Minimum Lot Width	SF: 100' Nonresidential: 100'	75'	50' Nonresidential: 75'	SF, 2F: 50' TH: 20'/du Nonresidential: 75'	SF, 2F: 50' TH: 20'/du MF: 60' Nonresidential: 75'
Maximum Building Height	35'	35'	35'	35'	SF, 2F, TH: 35' MF: 45', unless adjacent to a single-family dwelling, then 35'

Exception #3: Remove/delete RN-2 from Article 10.1.A General Development Requirements EN, RN-1, and RN-2 Districts allow no more than one principal building per lot. In all other districts, more than one principal building is permitted on a lot.

- The concept utilizes 3 buildings: existing historic structure and two new residential buildings; more than two acres per building.
  - Article 10 Site Development Standards; 10.1 - General Development Requirements Number of Structures on a Lot

There must be no more than one principal building per lot in the EN and RN-1 Districts. This does not include permitted accessory structures or permitted accessory dwelling units. In all other districts, more than one principal building is permitted on a lot, provided that all structures comply with the dimensional standards of the district

04 RN-2 Applicable Regulations

REGULATION	RN-2 REQUIREMENT	RESPONSE
<b>Bulk</b>		
MINIMUM LOT AREA	SF: 5,000 SF / 2F: 10,000 SF / Nonresidential: 10,000 sf	In section 03 RN-2 District Exceptions, exception #2 was approved for 1 dwelling unit per 3,500 sq. ft. of land area (MF: 3,500 SF/DU).
MAXIMUM LOT AREA	NA	
MAXIMUM LOT WIDTH	50' / Nonresidential: 75'	650'-11" Lot Frontage
MAXIMUM BUILDING HEIGHT	35'	New buildings as submitted -35'-0"
MAXIMUM BUILDING COVERAGE	30%	14.7% Building Coverage
MAXIMUM IMPERVIOUS PAVING	40% / Nonresidential: 50%	39.9% Impervious Area Ratio
<b>Setbacks</b>		
MINIMUM FRONT SETBACK	20'. Or the average of blockface, whichever is less; in no case less than 10'	42'-0" Front Setback Provided
MINIMUM INTERIOR SIDE SETBACK	5' or 15% of lot width, whichever is less; in no case less than 15' combined / nonresidential: 20% of lot width	135'-6" South interior side setback (existing building) and +100' North interior side setback (new buildings) provided
MINIMUM CORNER SIDE SETBACK	12' / Nonresidential: 20'	NA
MINIMUM REAR SETBACK	25'	+120' Rear Setback Provided

9.3.I – PRINCIPAL USE STANDARDS: Dwelling - Multi-Family or Townhouse

1. Design complies with the standard for façade development. Please reference attached elevations and “material palette”. New buildings are respectful and compatible with the existing building and neighborhood character.
2. Design complies with the standard for façade development. Please reference attached elevations and “material palette”. New buildings are respectful and compatible with the existing building and neighborhood character.

The material palette options of the new buildings were developed after careful study of the elements and characteristics of the existing, historical Giffin School. The material palettes draw inspiration from the original contextual elements found on the campus. Brick, limestone, wood, steel, aluminum, and glazed block materials clad this historic structure, which spans from the 1920's to 1950's. With limestone noticeably absent from the adjacent 1950's building, this material was reintroduced, along with presently represented materials such as brick and aluminum / steel, and incorporated into the new new residential buildings, serving as the primary palette for the new addition.



**“INVERSE”**

Inverse looks at incorporating the existing color palette into new materials and textures. The goal of this option is to incorporate enough of the existing building language into the new facades to create a contemporary interpretation without mimicking the historic school elements.



**“EARTH TONE”**

Drawing inspiration from the "carving" of the site, Earth Tone attempts to re-blend the new buildings with the landscape, while still reflecting materiality of the existing school through the primary masonry elements. Fiber cement panels also incorporate existing color tones of the historic 12-over-12 windows.



**“TRADITIONAL”**

The Traditional palette aims to make a direct correlation between the new and existing buildings in materiality and color. This option relies on the massing and geometry as a primary differentiator between new and existing.



3. Façade Transparency exceeds the required minimum of 20% and expresses design elements and horizontality of adjacent 1950's modernist design. Façade Transparency as shown of elevations represents approximately 24%.
4. Design complies with the standard. New prototypical buildings are separated by +80' from each other and are 81'-0" from the existing building.
5. A. Design complies with the standard. No materials listed are used. Please reference attached elevations and aforementioned material palette options. New buildings are respectful and compatible with the existing building and neighborhood character.  
 B. Design complies with the standard. Design incorporates aluminum / steel as a "slab cap" on elevations in respect of steel windows and trim of existing historic building. No other materials listed are used. Please reference attached elevations and aforementioned material palette options. New buildings are respectful and compatible with the existing building and neighborhood character.

**10.1 – GENERAL DEVELOPMENT REQUIREMENTS**

- A. Number of Structures on a Lot
- Approved Exception #3: Remove/delete RN-2 from Article 10.1.A General Development Requirements EN, RN-1, and RN-2 Districts allow no more than one principal building per lot. In all other districts, more than one principal building is permitted on a lot.

**10.3 – ACCESSORY STRUCTURES AND USES**

- N. Flat Roof Features
- Design complies with this standard. A green roof is designed for the one unit on the lower floor of each new building and is addressed in the structural narrative provided.
- O. Freestanding Roofed Structure, Pergola, or Gazebo
- Design complies with this standard. A pergola is designed for the interior courtyard of the existing building with outdoor gathering space.
- T. Mechanical Equipment
- Design complies with this standard. Ground mounted equipment will be screened by year-round landscaping that is compatible with the architecture and landscaping of the development. Roof mounted equipment is screened by a combination of setbacks and parapets. Please reference attached Civil and Landscape Architecture documents.
- W. Refuse Dumpsters, Recycling Containers, and Recycling Collection Facility
- Design complies with this standard. Refuse dumpster enclosure utilizes the surrounding building materials and are architecturally compatible with the overall development.

**ARTICLE 11. – OFF-STREET PARKING ( 11.4 - Req. Off-Street Parking Spaces / 11.9 – Bicycle Parking Provisions / 11.10 – Req.Off-Street Loading Spaces)**

PARKING PROVIDED: 140 SPACES\* (requested by South Haven Neighborhood Association)  
 CALCULATION: 1 PARKING SPACE PER BEDROOM + 1 LOADING SPACE

PARKING REQUIRED = 78 SPACES

EXISTING BUILDING:

17 EFFICIENCIES X 1.2 = 20.4

18 ONE BEDROOM X 1.2 = 21.6

NEW CONSTRUCTION:

14 TWO BEDROOM X 1.45 = 20.3

28 THREE BEDROOM X 1.70 = 47.6

LOADING SPACE = 1

CALCULATION: TOTAL 111 SPACES X 70% EXCEPTION FOR PUBLIC TRANSIT = 78 SPACES

BICYCLE PARKING PROVIDED = 20 SPACES; with capacity for additional spaces

BICYCLE PARKING REQUIRED = 19.25 SPACES

CALCULATION: 0.25 per unit x 77 units = 19.25 SPACES



05

Development Concept

06

Exhibits

07

Development Request

08

Appendix



## 05 Development Concept

---

The Development concept for Giffin Historic Square is sensitively designed to fit the context, pattern, and history of an established neighborhood. The holistic design features and coordinates the many characteristics of the property: historic school's multiple architectural vernaculars, park-like setting bordered by a natural creek, dramatic slopes, mature trees, and the scale of a traditional neighborhood.

In addition to the many benefits listed above, specific characteristics and elements of the development concept are summarized as follows:

**Minimum Required Off-street parking / loading plan** is satisfied with 140 spaces against a requirement of 78 and a zoning maximum allowable 143.

**Circulation** will utilize the existing curb cut to the south of the property at Beech Street and a "loop" drive to a second new curb cut aligning with Buford Street

**Landscape Plan** as required by zoning code will meet or exceed requirements. Existing healthy plant material and trees will be preserved to the greatest degree possible. The site, as is, provides for a park-like setting for our new residents.

**Building Footprints** utilize the existing building pad established by the original school and constituted by the former school building, school's ball fields, service areas and drives. New buildings are located on this established building pad to maximize "at grade" entrances.

**Architectural Elevations** of the historic building shell will be rehabilitated per the Secretary of the Interior's Standards for the Treatment of Historic Properties and as established by Instrument No. 201505220063596 in the Knox County Register of Deeds Office (easement / deed restriction held by Knox Heritage) . This protocol requires interior elements to be preserved and incorporated into the interior buildout and modifications.

New buildings borrow from the existing structure's Colonial Revival and Modernist architectural vernacular. Design of the new buildings is subject to review per historic criteria and must be compatible and complimentary to the historic structure. Tasteful, timeless modern-day aesthetics are incorporated in the new structures.

**Project Signage** will be located as compliant with the Knoxville Zoning Ordinance and as allowed in the RN-2 District. Owner will apply for a City of Knoxville Sign Permit as design progresses and the name of the development is confirmed.

**Building Setbacks** will be compliant with the Knoxville Zoning Ordinance and as allowed in the RN-2 District. No exceptions to building setbacks are being requested.

**Storm Drainage** infrastructure will be brought into good working condition and ~~improvements implemented to~~ comply with City Engineering Department's requirements. Storm water will be ~~retained~~ detained per City requirements at pre-development rates.

**U.S. Mail** will be delivered to the Commons mailroom. Residents will access individual address mailboxes by key / code. No exterior mailboxes will be provided for this project.

**Amenities** will include passive elements such as benches / site seating, playground equipment, computers / internet service, warming / catering kitchen, gathering / event space, workout space, mailboxes, restrooms, and laundry facility. No large-scale amenities for sports / recreation, athletic fields / courts, swimming pools, sports lighting, bleachers / grandstands, outdoor events, etc. are planned for this project.

**Garbage Dumpster** locations are strategically placed for optimum function, management, control, and aesthetics. Enclosures will be of durable construction using the same design concept and material as that of the buildings.

**Transportation Impact Letter** prepared by a qualified transportation engineer indicates no issues.

## **Building Systems / Materials**

### **Architecture**

The existing structure will be restored in compliance with National Park Service guidelines. Elements that are not able to be restored will be replaced with replica elements in accordance with those standards.

Design of the new residential buildings borrows from the Colonial Revival and the Mid-Century Modern vernacular of the existing structure. The design principle required is to compliment and not copy or attempt to replicate the existing vernacular.

General exterior materials consist of:

- Brick veneer
- Rusticated stone / masonry veneer
- Metal windows / doors / spandrel panels / coping / trim / railings / site lighting / etc.
- Wood frame structure
- Miscellaneous steel
- Fiber cement cladding
- Clear and translucent glazing
- Membrane roof
- Concrete walks / stairs / pads
- Asphalt paving

The new buildings' envelope design interprets the existing building in subtle, understated ways purposely complimenting those structures. Three-story brick panels with creative coursing reflect the brick planes of the

1950's classroom wing. Fenestration ( openings: windows and doors ) of the new reflect the existing dimensionally, proportionally and in the materials used. Floor-to-ceiling windows maximize daylighting of residential units, reflecting the ribbon of windows of the classroom wing and with the "squares" of infill panels assuming the proportion of the openings in the existing gym elevation. The "two-bedroom" sections of the east and west elevations are set back, shadowed by the breezeway covering and reducing the apparent scale of the new structures. The freestanding tower is an integral part of the stairway construction and serves as a visual / vertical icon.

The lower-level units at the northern end of each new building are clad in a rusticated stone, visually supporting the prototypical stories above and serving as a transition to the site's hardscape vocabulary.

A breezeway connects all six units on each prototypical level. New buildings are focused on an interior courtyard / playground. Site stairs connect lower-level residents with the courtyard. These features facilitate and encourage socializing among neighbors.

The western-most new dwelling unit respects the setback of the existing building facing Beech Street. New dwelling buildings' height respect current zoning and are less than the pitched roof portion of the existing structure. The western-most elevation of the new building facing Beech street is a nominal 130' in length and less than 35' in height. The existing structure presents a 178' elevation along Beech Street.

## Structural

### General Structural Requirements

- 2018 International Building Code, 2018 International Residential Code, ASCE 7-16, and other applicable codes and ordinances.
- Risk Category II
- Soil site class D, assumed. Site class to be confirmed by geotechnical report.
- Seismic design category C
- Ultimate design wind speed = 105 mph
- Wind Exposure category B
- Ground Snow load = 10 psf
- Typical Live Loads:
  - o Residential: 40 psf
  - o Balconies: 60 psf
  - o Public Spaces: 100 psf
  - o Roof: 20 psf
- Based on preliminary site grading plans and existing conditions, we anticipate the need for stem walls and retaining walls.
- Construction materials will consist of the following material divisions:
  - o 03 30 00 – Cast-in-place concrete
  - o 04 00 00 – Concrete Unit Masonry
  - o 05 12 00 – Structural Steel Framing
  - o 05 50 00 – Metal Fabrications
  - o 05 51 00 – Metal Stairs
  - o 06 10 00 – Rough Carpentry
  - o 06 10 53 – Miscellaneous Rough Carpentry
  - o 06 10 63 – Exterior Rough Carpentry
  - o 06 16 00 – Sheat
  - o 06 17 53 – Shop Fabricated Wood Trusses

### Building Description

The Ground floor will contain 3 units and the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors will contain 6 units each for a total unit count of 21 units. We anticipate the bulk of the construction to consist of wood floor trusses spanning between load bearing walls. We anticipate using structural steel framing for the stairs. There will be a concrete basement wall at the east end of the ground floor.

### Foundations:

1. Wall foundations will consist of 2'-0" and 3'-0" wide x 1'-0" deep strip foundations below the perimeter walls and interior load bearing shear walls as required.
2. Column foundations will consist of 1'-0" deep spread foundations ranging in size from 3'-0" x 3'-0" to 4'-0" x 4'-0" foundations at columns supporting the balconies and steel stairs.

3. The interior slab-on-grade will be 4" thick and cast monolithically with turned down edges at the building perimeter. The turn-down edge will be 1'-4" deep, 8" wide, cast directly over the exterior footings, and tied to the footings with Z bars at 1'-6" on center.
4. The slab-on-grade will be cast over a 10-mil vapor barrier and 4" compacted granular fill. The slab reinforcement will consist of WWF 6X6-W2.1XW2.1 chaired and centered in the 4" slab. Additional #4 bars will be utilized at all re-entrant corners.
5. Slab control joints will be required at 12'-0" on center, maximum throughout the space.
6. 8" thick concrete stem walls will be utilized along the perimeter of the building where foundations step up from the ground floor. The concrete stem wall will be reinforced with #5 @ 18" on center, each way.
7. The anticipated foundation step wall at the east side of the ground floor will be 8" thick concrete reinforced with #5 bars at 12" on center vertical and #4 bars at 12" on center horizontal, centered in the wall.
8. The foundation step wall footing will be 4'-0" wide x 1'-4" thick. The footing will be reinforced with #5 bars at 12" on center transverse and #5 bars at 12" on center continuous at bottom of footing.

Exterior Walls:

1. 2x6 studs spaced at 16" on center will be utilized at all exterior wall locations. Studs will be #1 / #2 Spruce Pine Fir or equivalent.
2. Exterior walls will be sheathed with 7/16" OSB or 15/32" sheathing at all locations.
3. All exterior walls will be blocked at sheathing joints. Sheathing will be nailed at all edges with 10D nails at 6" on center and all intermediate supports at 12" on center.
4. 2x6 pressure-treated sole plates will be utilized and will be anchored to the slab with 1/2" adhesive or screw anchors spaced at 48" on center at most locations. Spacing will be decreased as necessary at shear walls.
5. Simpson strapping will be required to anchor the wall top plates and roof framing above at locations of high wind uplift.
6. Header 2x8's, 2x10's, and 2x12's, as required.

Interior Double Walls:

1. 2x4 studs spaced at 16" on center will be utilized at all interior wall locations. Studs will be specified to be #1 / #2 Spruce Pine Fir material.
2. Walls will be sheathed with gypsum board as required for fire ratings and interior finishes.
3. Interior shear walls will be sheathed with 7/16" OSB, 5/8" gypsum board, or 1/2" plywood sheathing as required. All interior shear walls must be blocked and nail spacing will be between 3" and 6" on center at all joints.
4. 2x4 pressure-treated sole plates will be at interior walls and will be anchored to the slab with 1/2" adhesive or screw anchors spaced at 48" on center. At interior shear walls, spacing will be decreased as necessary.
5. Simpson strapping will be required at load bearing wall locations to anchor the wall top plates and roof framing above.
6. Wall headers will consist of double 2x8's, 2x10's, and 2x12's as required.

Columns:

1. Where steel columns are required for the balconies and stairs, we anticipate utilizing HSS5x5x3/8 steel columns as needed.

Floor Framing:

1. Elevated floors will consist of 2'-0" deep pre-engineered floor trusses spaced at 16" on center.

2. The floor trusses will support ¾" tongue and groove sheathing with a 1" gypcrete topping over the sub-floor.
3. Trusses will span from plan north and south exterior walls to interior double party walls at each level.
4. Patio/balcony framing to be determined.

#### Roof Framing:

1. Roof framing will consist of pre-engineered wood roof trusses spaced at 2'-0" on center spanning from plan north and south exterior walls to interior double party wall.
2. The roof sheathing will be 19/32" exposure 1 sheathing at all locations.
3. The roof over the ground floor will support a modular green roof tray system. It is anticipated the trays will hold 4-6 inches of soil. Due to increased loading on this roof, atypical wood truss depth and spacing is anticipated.

#### Lateral Systems:

1. Lateral stability of the structure will be achieved utilizing wood shear walls.
2. Shear walls will be anchored utilizing Simpson HDU hold downs at each end.

#### Vertical Transportation:

1. There is one conventional switchback stair on the project. The stair will consist of a metal pan stair with 2" concrete treads supported by C12x20.7 crippled stringers. The landing will be framed by the crippled C12x20.7 stringers and the infill framing will be C6x8.2 channels spaced at 2'-0" on center. channels spaced at 4'-0" on center. A C8x11.5 channel will support the interior stringers at the landings. Edge stringers and landing framing will be supported by steel columns as needed.

### **Mechanical**

#### Existing Building

##### HVAC

The common areas on the ground and first floors will be conditioned three packaged rooftop units with gas heat: one 10-ton unit and two 5-ton units. The corridors and vestibules will be conditioned by ductless and ducted split system heat pumps. The eight apartments on the ground floor will be conditioned by ducted split system heat pumps mounted above the ceiling.

Ten of the apartments on the first floor will be conditioned by packaged rooftop units. Seventeen of the apartments on the first floor will be conditioned by split-system heat pumps with the indoor unit located in the attic space. The outdoor heat pump units will be located along the building exterior and on the flat roofs. The first-floor vestibules and corridors will be conditioned by ductless and ducted split system heat pumps.

All apartments will utilize operable exterior windows for ventilation. All bathrooms will have ceiling exhaust fans with ASHRAE 62.2 compliant controls.

##### Plumbing

The building will have a 2½" domestic water service with one utility water meter and two 1½" backflow preventers and two 1½" pressure reducing valves in parallel. The water service entrance will be in the old boiler room. Each apartment will have a ¾" cold water line with a ball valve for isolation and a location where a future sub-meter could be installed. Each apartment will have a 40-gallon electric tank water heater. Water heaters will be in closets and on platforms in attic space. The common space kitchen and laundry area will have its own dedicated 150 MBH, 100-gallon gas tank water heater. The building will have one 6" sanitary line leaving the facility.

Water lines shall be hard drawn copper, Type "L" piping above ground and Type "K" for piping below ground, assembled with wrought copper solder fittings. Soil, waste, and vent piping and fittings shall be Schedule 40 PVC-DWV assembled with solvent weld joints. The facility will have one gas meter. Natural gas piping will be schedule 40 black steel with malleable iron fitting and ground joint unions.

##### Fire Protection

The facility will have a NFPA 13 fire sprinkler system. The sprinkler riser will be in the old boiler room. The sprinkler riser will be a combo wet and dry system. The dry system will serve all sprinkler

pipng outside the building insulation layer. All interior piping above ground shall be schedule 40 or schedule 10 black steel pipe with 175 pound C.I. or Victaulic couplings, 2" and larger.

New Buildings

HVAC

Each apartment will be conditioned by a split-system heat pump. The indoor air handlers will be wall-mounted in mechanical closets. The outdoor heat pump units will be located on the roof. All apartments will utilize operable exterior windows for ventilation. All bathrooms will have ceiling exhaust fans with ASHRAE 62.2 compliant controls.

Plumbing

The building will have a 2½" domestic water service with one utility water meter and two 1½" backflow preventers and two 1½" pressure reducing valves in parallel. The water service entrance will be in a first-floor mechanical room. Each apartment will have a ¾" cold water line with a ball valve for isolation and a location where a future sub-meter could be installed. Each apartment will have a 50-gallon electric tank water heater. Water heaters will be in mechanical closets below the air handler. The building will have one 6" sanitary line leaving the facility.

Water lines shall be hard drawn copper, Type "L" piping above ground and Type "K" for piping below ground, assembled with wrought copper solder fittings. Soil, waste and vent piping and fittings shall be Schedule 40 PVC-DWV assembled with solvent weld joints.

Fire Protection

The facilities will have NFPA 13R fire sprinkler systems. The sprinkler risers will be in first floor sprinkler riser rooms. The covered walkways will be served by dry sidewall heads. All interior piping above ground shall be schedule 40 or schedule 10 black steel pipe with 175 pound C.I. or Victaulic couplings, 2" and larger. At the contractor's option and where approved by NFPA, the insurance carrier, and local authorities having jurisdiction; all interior concealed piping 3" and smaller may be CPVC SDR 13.5.

06 Exhibits

---

**Site**

- 1. Location Map
- 2. Site Survey
- 3. Civil Plans
- 4. Landscape Plan
- 5. Site Illumination Plan

**EXISTING Building**

- 6. Floor Plans
- 7. Building Elevations

**NEW Building**

- 8. Floor Plans
- 9. Building Elevations

**Project Schedule**

07 Development Request

---

- Development Request

08 Appendix

---

- Memorandum of Understanding – South Haven Neighborhood Association 6-1-22
- Property Title / Deed

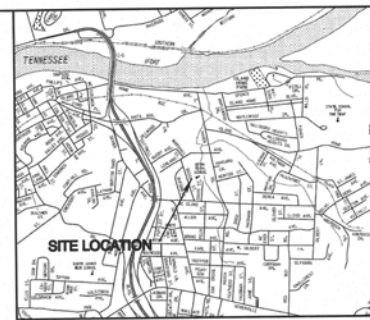


## Exhibit 1 – Location Map

1. Location Map: 100'



## Exhibit 2 - Site Survey



**LOCATION MAP**



Certification of Capacity and Accuracy of Survey  
 I hereby certify that this is a true and correct copy of the original as shown to me by the Registered Land Surveyor.

**BUILDING SETBACKS:**  
 FRONT: 25'  
 SIDE: 12'  
 REAR: 25'  
**MINIMUM FLOOR ELEVATION 830.9'**

**CLT MAP: 109C GROUP: D**  
**PARCEL: 032.00**

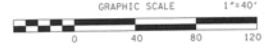
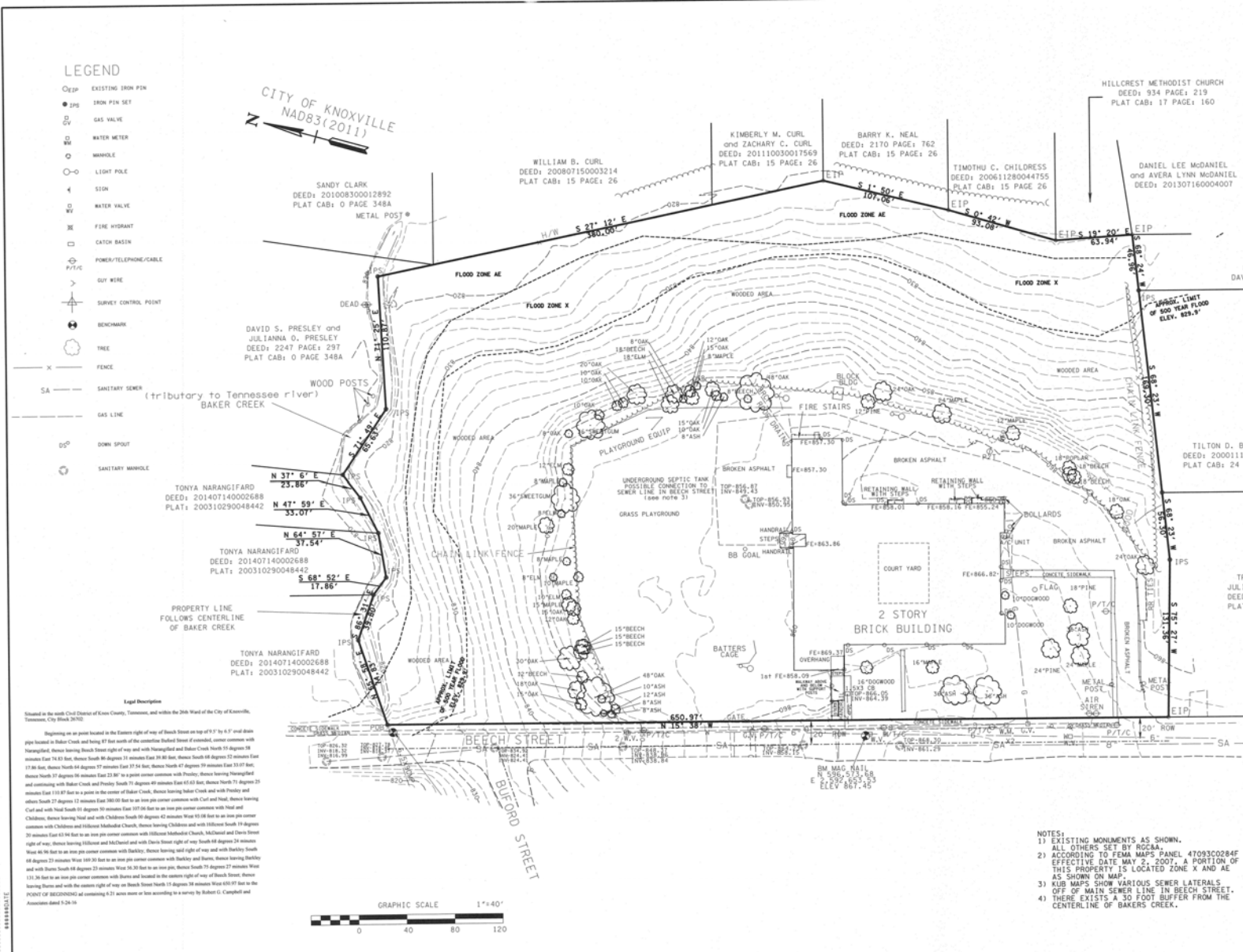
**DISTRICT NUMBER: 9**  
**CITY WARD: 26 CITY BLOCK 26702**  
**CITY OF KNOXVILLE**  
**KNOX COUNTY, TN**

**DEED INSTR. #: 201601250043318**  
**SEE CITY ENGINEERING MAP B-1140Y**

**ZONED: R-2**

**TOTAL ACRES: 6.21**

- NOTES:**
- EXISTING MONUMENTS AS SHOWN. ALL OTHERS SET BY RGC&A.
  - ACCORDING TO FEMA MAPS PANEL 47093C0284F EFFECTIVE DATE MAY 2, 2007, A PORTION OF THIS PROPERTY IS LOCATED ZONE X AND AE AS SHOWN ON MAP.
  - KUB MAPS SHOW VARIOUS SEWER LATERALS OFF OF MAIN SEWER LINE IN BEECH STREET.
  - THERE EXISTS A 30 FOOT BUFFER FROM THE CENTERLINE OF BAKERS CREEK.



**LEGEND**

- EXISTING IRON PIN
- IRON PIN SET
- GAS VALVE
- WATER METER
- WINDHOLE
- LIGHT POLE
- SION
- WATER VALVE
- FIRE HYDRANT
- CATCH BASIN
- POWER/TELEPHONE/CABLE
- CUT WIRE
- SURVEY CONTROL POINT
- BENCHMARK
- TREE
- FENCE
- SANITARY SEWER (tributary to Tennessee River) BAKER CREEK
- GAS LINE
- DOWN SPOUT
- SANITARY MANHOLE

**CITY OF KNOXVILLE**  
**NAD83(2011)**

**SANDY CLARK**  
 DEED: 201008300012892  
 PLAT CAB: 0 PAGE 348A

**WILLIAM B. CURL**  
 DEED: 200807150003214  
 PLAT CAB: 15 PAGE: 26

**KIMBERLY M. CURL**  
 and **ZACHARY C. CURL**  
 DEED: 201110030017569  
 PLAT CAB: 15 PAGE: 26

**BARRY K. NEAL**  
 DEED: 2170 PAGE: 762  
 PLAT CAB: 15 PAGE: 26

**TIMOTHY C. CHILDRESS**  
 DEED: 200611280044755  
 PLAT CAB: 15 PAGE 26

**HILLCREST METHODIST CHURCH**  
 DEED: 934 PAGE: 219  
 PLAT CAB: 17 PAGE: 160

**DANIEL LEE McDANIEL**  
 and **AVERA LYNN McDANIEL**  
 DEED: 201307160004007

**DAVID S. PRESLEY** and  
**JULIANNA O. PRESLEY**  
 DEED: 2247 PAGE: 297  
 PLAT CAB: 0 PAGE 348A

**SPRINKLER LIMIT**  
 OF 500 YEAR FLOOD  
 ELEV. 829.5'

**TILTON D. BARKLEY**  
 DEED: 200011150033499  
 PLAT CAB: 24 PAGE: 79

**TROY A. BURNS** and  
**JULIA D. DISNEY-BURNS**  
 DEED: 201510200024907  
 PLAT CAB: 11 PAGE: 97

**TONYA NARANGIFARD**  
 DEED: 201407140002688  
 PLAT: 200310290048442

**TONYA NARANGIFARD**  
 DEED: 201407140002688  
 PLAT: 200310290048442

**TONYA NARANGIFARD**  
 DEED: 201407140002688  
 PLAT: 200310290048442

**Legal Description**

Located in the north West Quarter of Knox County, Tennessee, and within the 26th Ward of the City of Knoxville, Tennessee, City Block 26702.

Beginning on a point located in the Eastern right of way of Beech Street on top of 9.7' and then pipe located in Baker Creek and being 87 feet north of the centerline of Baker Creek of extended, corner common with Haringfield, thence bearing South 88 degrees 12' 00" east of and with Haringfield and Baker Creek South 88 degrees 12' 00" east 174.81 feet, thence South 84 degrees 11' 00" east 115.81 feet, thence North 84 degrees 11' 00" east 17.80 feet, thence North 84 degrees 11' 00" east 37.44 feet, thence North 47 degrees 19' 00" east 33.07 feet, and continuing with Baker Creek and thence South 71 degrees 49' 00" east 116.63 feet, thence North 71 degrees 21' 00" east 113.87 feet to a point in the corner of Baker Creek, thence bearing Baker Creek and with Presley and others South 27 degrees 12' 00" east 300.00 feet to an iron pin corner common with Curl and thence bearing Curl and with Neal South 61 degrees 10' 00" east 107.00 feet to an iron pin corner common with Neal and Childers, thence bearing Neal and with Childers South 60 degrees 42' 00" west 93.08 feet to an iron pin corner common with Childers and Hillcrest Methodist Church, thence bearing Childers and with Hillcrest South 19 degrees 00' 00" east 62.04 feet to an iron pin corner common with Hillcrest Methodist Church, Hillcrest and Davis Street right of way, thence bearing Hillcrest and Hillcrest and with Davis Street right of way South 88 degrees 24' 00" west 46.90 feet to an iron pin corner common with Hillcrest, thence bearing Hillcrest and with Hillcrest South 48 degrees 23' 00" west 100.20 feet to an iron pin corner common with Hillcrest and Burns, thence bearing Hillcrest and with Burns South 68 degrees 23' 00" west 96.30 feet to an iron pin, thence South 79 degrees 27' 00" west 131.36 feet to an iron pin corner common with Burns and located in the eastern right of way of Beech Street, thence bearing Burns and with the eastern right of way of Beech Street North 14 degrees 18' 00" west 100.00 feet to the POINT OF BEGINNING at containing 6.21 acres more or less according to a survey by Robert G. Campbell and Associates dated 7-24-16.

**ROBERT G. CAMPBELL & ASSOC., L.P.**  
**CONSULTING ENGINEERS**  
 KNOXVILLE, TENNESSEE

**SURVEY FOR**  
**GRIFFIN SENIOR COMMUNITY**

**BOUNDARY AND**  
**TOPOGRAPHIC SURVEY**

NO.	DATE	DESCRIPTION	BY	CKD.
1	6-1-16	REVISED 500 YEAR FLOOD ELEV. AND ADDED MINIMUM FLOOR		
REVISIONS				

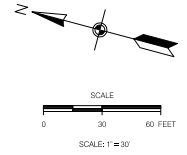
DESIGNED BY	CHECKED BY	SCALE	SHEET
DRAWN BY	DATE	FILE NO.	NO.
SG	06-29-2016	16023	OF 1
	6-1-16 rev.		

## Exhibit 3 – Civil Plans



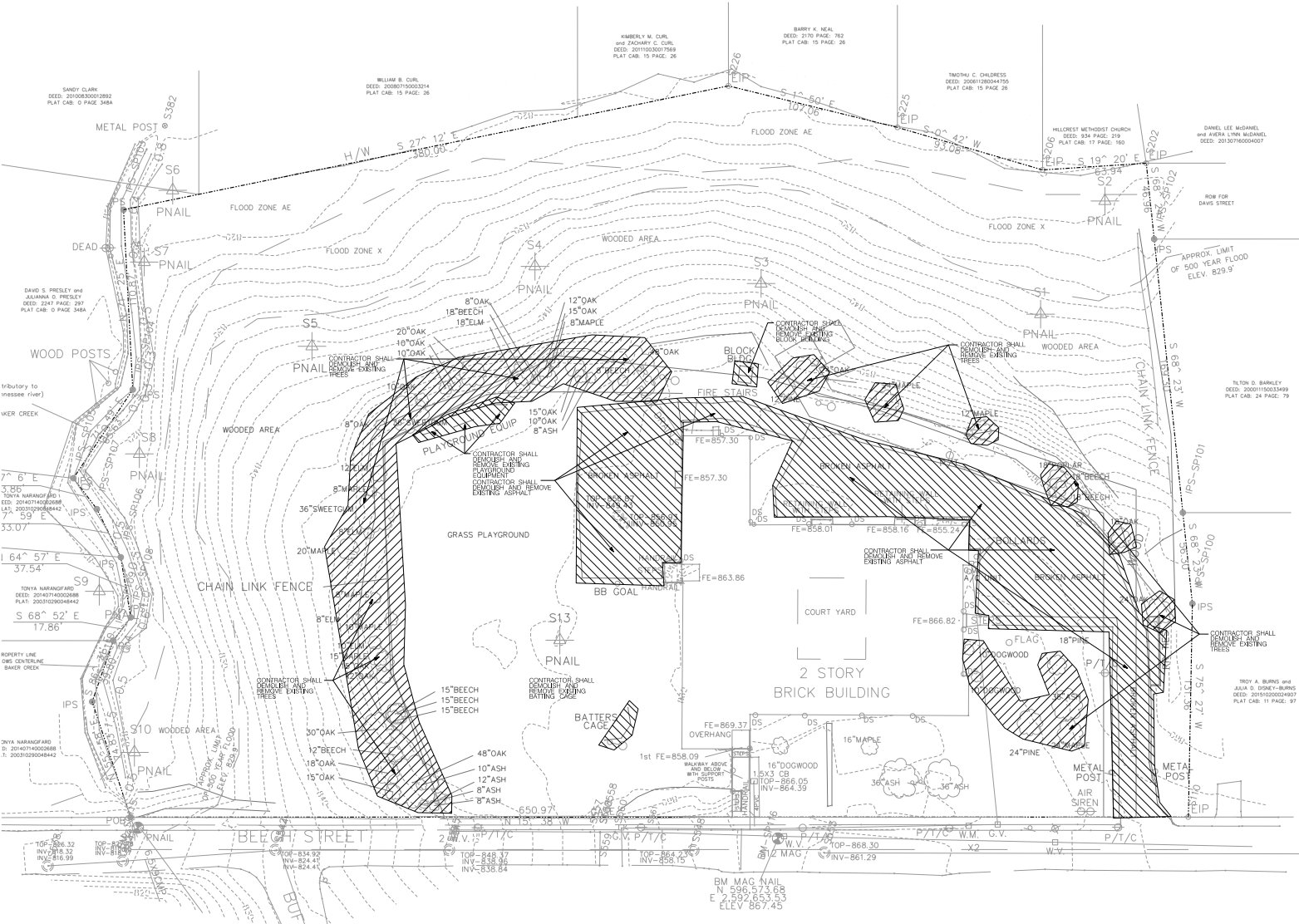
**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.652.7771  
Fax 865.652.7742  
www.georgeewart.com



**LEGEND:**

EXISTING	PROPOSED	
		GROUND CONTOUR ELEVATION
		SPOT ELEVATION
		STRUCTURE
		PROPERTY LINE
		EASEMENT
		EDGE OF PAVEMENT
		STORM DRAIN
		SANITARY SEWER
		POTABLE WATER
		NATURAL GAS
		OVERHEAD ELECTRICAL
		WATER METER
		FIRE HYDRANT
		SURFACE FLOW
		SILT FENCING
		CURB
		CATCH BASIN
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		RIP RAP



11-A-23-PD  
RESIDENCES AT:  
**HISTORIC GIFFIN SQUARE**  
BEECH STREET  
KNOXVILLE, TENNESSEE



CONCEPT DEMOLITION PLAN

DATE: 22 SEP 2023  
PROJECT NO.: \*\*\*\*\*  
PROJ. MGR.: CODY

PL01



**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.622.7771  
Fax 865.622.7742  
www.georgeewart.com

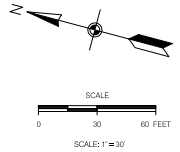
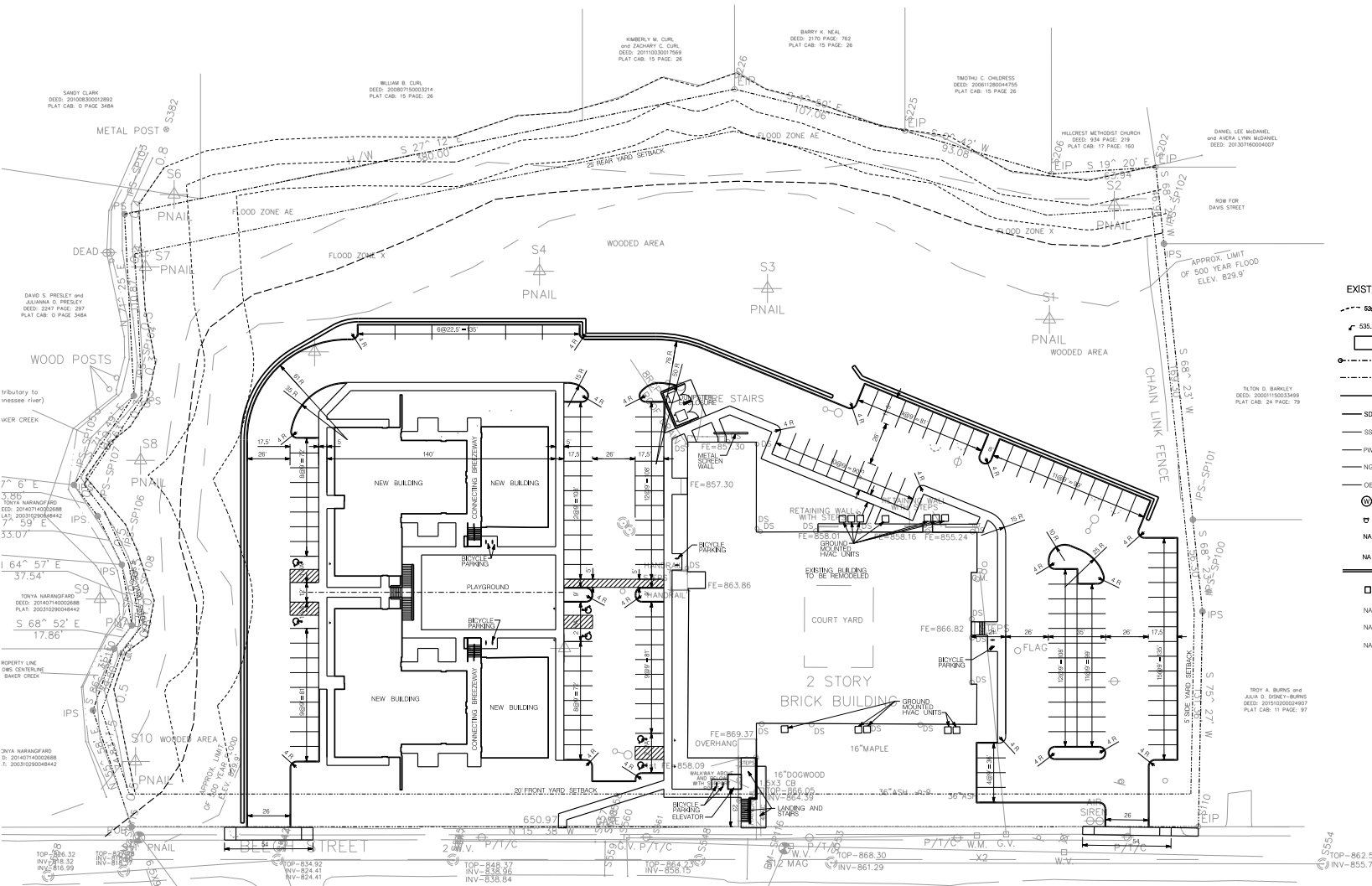
**11-A-23-PD  
RESIDENCES AT:  
HISTORIC GIFFIN SQUARE**  
BEECH STREET  
KNOXVILLE, TENNESSEE



CONCEPT SITE LAYOUT PLAN

DATE: 22 SEP 2023  
PROJECT NO.: \*\*\*\*\*  
PROJ. MGR.: CODY

PL02



**LEGEND:**

EXISTING	PROPOSED	
535.25	535	GROUND CONTOUR ELEVATION
535.25	535.25	SPOT ELEVATION
[Symbol]	[Symbol]	STRUCTURE
[Symbol]	NA	PROPERTY LINE
[Symbol]	NA	EASEMENT
[Symbol]	[Symbol]	EDGE OF PAVEMENT
SD	SD	STORM DRAIN
SS	SS	SANITARY SEWER
PW	PW	POTABLE WATER
NG	NG	NATURAL GAS
OE	OE	OVERHEAD ELECTRICAL
[Symbol]	[Symbol]	WATER METER
NA	NA	FIRE HYDRANT
NA	[Symbol]	SURFACE FLOW
NA	[Symbol]	SILT FENCING
NA	[Symbol]	CURB
NA	[Symbol]	CATCH BASIN
NA	[Symbol]	CONCRETE PAVEMENT
NA	[Symbol]	ASPHALT PAVEMENT
NA	[Symbol]	RIP RAP

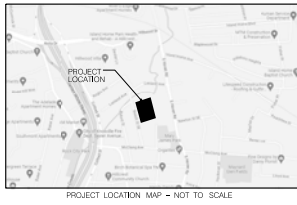
**PROJECT DATA**  
 USE: MULTIFAMILY RESIDENTIAL  
 ZONING: RM-2  
 PARCEL: 190CD02  
 PARKING SUMMARY:  
 PARKING REQUIRED: 102 SPACES  
 PARKING PROVIDED: 140 SPACES

**CALCULATIONS:**  
 EXISTING BUILDING:  
 17 EFFICIENCIES X 12 = 204  
 18 ONE-BEDROOM X 12 = 216  
 NEW CONSTRUCTION:  
 14 TWO-BEDROOM X 145 = 2030  
 28 THREE-BEDROOM X 170 = 4760  
 LOADING SPACE = 11

TOTAL HI SPACES X 70% EXCEPTION FOR PUBLIC TRANSIT = 78 SPACES

**SETBACKS:**  
 FRONT: 20'  
 SIDE: 5' (NO LESS THAN 15' COMBINED) REAR: 5'

**STATISTICS:**  
 BUILDING AREA: 60,200 SF  
 BUILDING FOOTPRINT: 40,418 SF  
 PARCEL AREA: 6.30 AC  
 IMPERVIOUS AREA: 2,551 AC  
 BUILDING COVERAGE: 14.7 %  
 IMPERVIOUS AREA RATIO: 39.9 %



SANDY CLARK  
DEED: 20100830012892  
PLAT CAB: 0 PAGE: 348A

WILLIAM B. CURT  
DEED: 20080715003214  
PLAT CAB: 15 PAGE: 26

KIMBERLY W. CURT  
and ZACHARY C. CURT  
DEED: 20111002001799  
PLAT CAB: 15 PAGE: 26

BARRY K. NEAL  
DEED: 2015 PAGE: 262  
PLAT CAB: 15 PAGE: 26

TIMOTHY C. CHILDRESS  
DEED: 20081128004170  
PLAT CAB: 15 PAGE: 26

HILCREST METHODIST CHURCH  
and AVERA LYNN MCDANIEL  
DEED: 20100700000907

DANIEL LEE MIDANIEL  
and AVERA LYNN MCDANIEL  
DEED: 20100700000907

DAVID S. PRESLEY and  
JALANNA D. PRESLEY  
DEED: 2014 PAGE: 2317  
PLAT CAB: 0 PAGE: 348A

TONYA NARANJO and  
DREW J. NARANJO  
DEED: 20140714002098  
PLAT: 20031029004842

TONYA NARANJO and  
DREW J. NARANJO  
DEED: 20140714002098  
PLAT: 20031029004842

TOP: 526.32  
INV: 516.32  
INV: 516.99

TOP: 534.92  
INV: 524.41  
INV: 524.41

TOP: 548.37  
INV: 538.36  
INV: 538.84

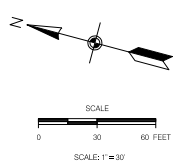
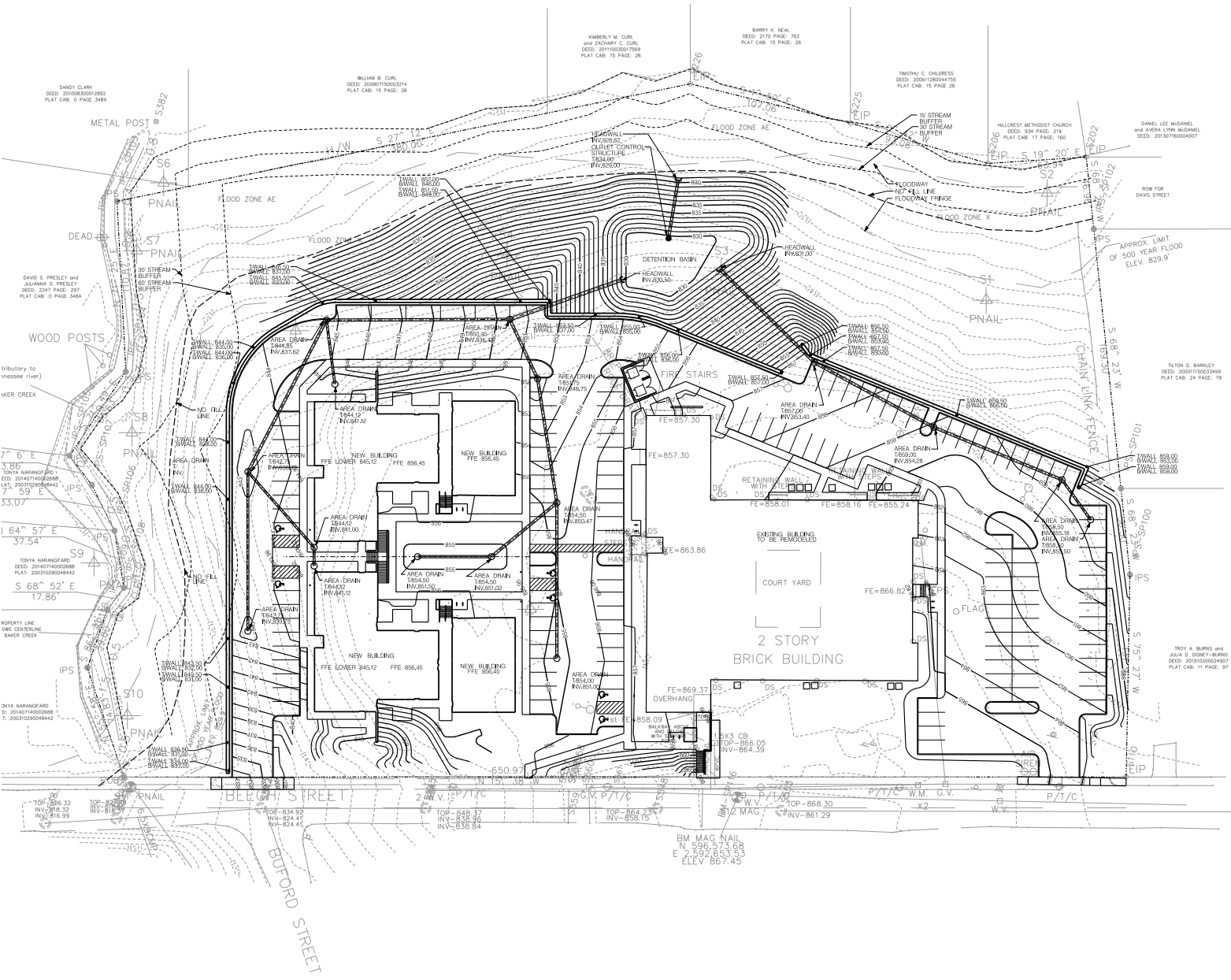
TOP: 564.25  
INV: 554.15  
INV: 554.15

TOP: 568.30  
INV: 558.19  
INV: 561.29

BM MAG NAIL  
N 596.573.66  
E 2,592.653.53  
ELEV 867.45

TILTON D. BARKLEY  
DEED: 200011150033499  
PLAT CAB: 24 PAGE: 79

TROY A. BURNS and  
JULIA S. DODDY-BURNS  
DEED: 20151020024907  
PLAT CAB: 11 PAGE: 97



**LEGEND:**

EXISTING	PROPOSED	DESCRIPTION
		GROUND CONTOUR ELEVATION
		SPOT ELEVATION
		STRUCTURE
		PROPERTY LINE
		EASEMENT
		EDGE OF PAVEMENT
		STORM DRAIN
		SANITARY SEWER
		POTABLE WATER
		NATURAL GAS
		OVERHEAD ELECTRICAL
		WATER METER
		FIRE HYDRANT
		SURFACE FLOW
		SILT FENCING
		CURB
		CATCH BASIN
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		RIP RAP

**11-A-23-PD**  
**RESIDENCES AT:**  
**HISTORIC GIFFIN SQUARE**  
 BEECH STREET  
 KNOXVILLE, TENNESSEE



CONCEPT GRADING PLAN

DATE: 22 SEP 2023  
 PROJECT NO.: \*\*\*\*\*  
 PROJ. MGR.: CODY

PL03

**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
 Knoxville, TN 37919  
 865.622.7771  
 Fax 865.622.7742  
 www.georgeewart.com



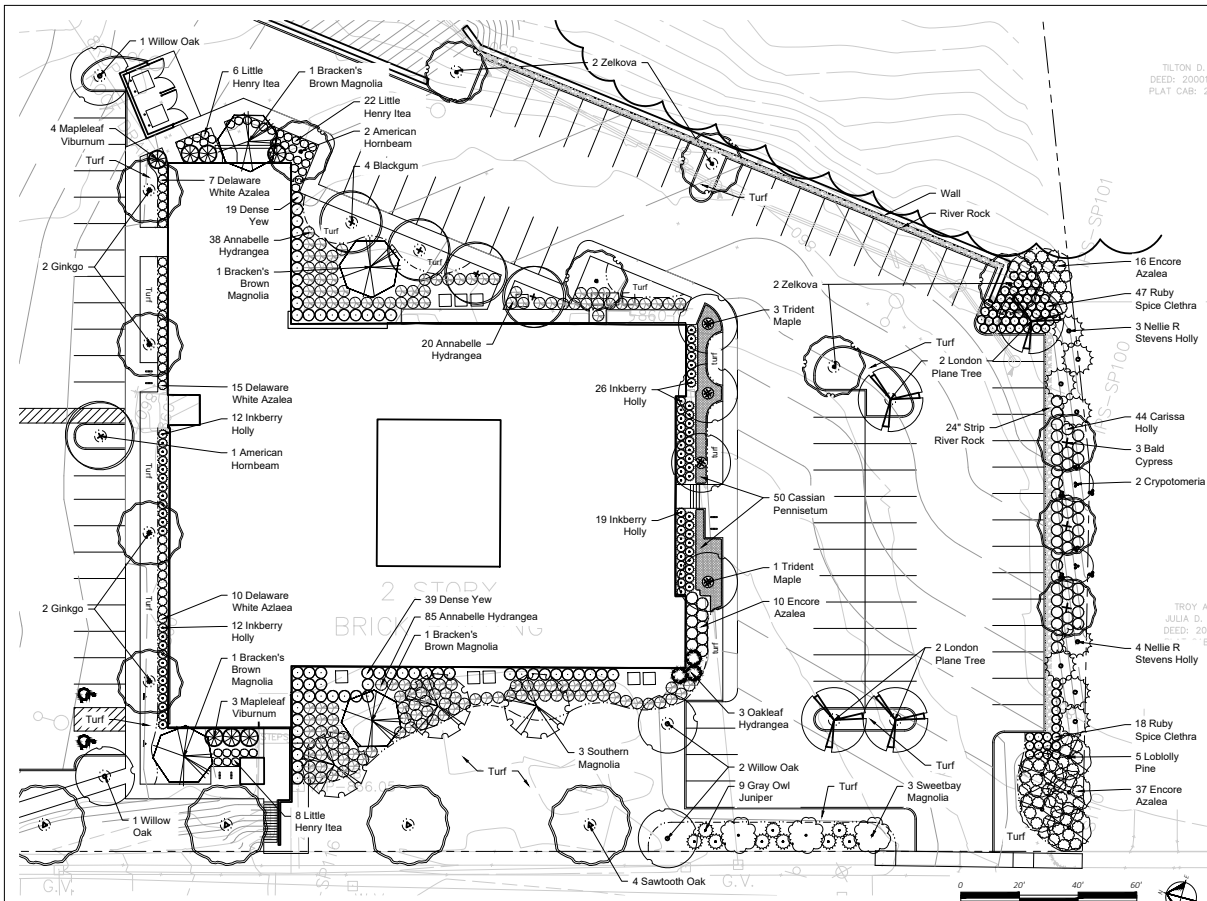
## Exhibit 4 – Landscape Plan



## Historic Giffin Square

1834 Beech  
Street

Knoxville TN  
37920



### LANDSCAPE REQUIREMENT NOTES:

#### 12.7 SITE LANDSCAPE

- 1 shrub required for every 3 LF of facade and 1 shade tree required for every 50 LF of facade
- 1,350 LF of facade
- 450 = 242 shrubs
- 150 = 15 shade trees
- 15 shade trees and 242 shrubs required
- 15 shade trees and 404 shrubs proposed

#### 12.8 BUFFER YARDS

- Class A buffer required
- 210 LF
- 10' minimum width
- 1 shrub required for every 5 LF, 1 evergreen tree required for every 25 LF, and 1 shade tree required for every 50 LF
- 42 = 42 shrubs
- 9 = 9 evergreen trees
- 3 = 3 shade trees
- 3 shade trees, 12 evergreen trees, and 163 shrubs required

### PLANTING LEGEND - EXISTING BUILDING & BUFFER:

Only Botanical Name

#### Deciduous Trees

- 4 Acer buergerianum
- 2 Carpinus caroliniana
- 4 Ginkgo biloba
- 4 Nysa sylvatica
- 4 Platanus x acerifolia
- 4 Quercus acutissima
- 4 Quercus phellos
- 3 Taxodium distichum
- 4 Zelkova serrata

#### Evergreen Trees

- 2 Cryptomeria japonica 'Yoshino'
- 7 Ilex x 'Nellie R. Stevens'
- 3 Magnolia grandiflora 'Brackens Brown Beauty'
- 4 Magnolia virginiana
- 5 Pinus taeda

#### Deciduous Shrubs

- 65 Clethra alnifolia 'Ruby Spice'
- 143 Hydrangea arborescens 'Annabelle'
- 3 Hydrangea quercifolia
- 36 Itea virginica 'Sprich'
- 50 Pennisetum alopecuroides 'Cassians Choice'
- 7 Viburnum acerifolium

#### Evergreen Shrubs

- 63 Azalea
- 44 Ilex cornuta 'Carissa'
- 69 Ilex glabra
- 9 Juniperus virginiana
- 32 Rhododendron 'Delaware Valley White'
- 58 Taxus x media 'densiformis'

Common Name

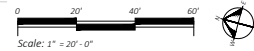
- Trident Maple
- American Hornbeam
- Ginkgo
- Blackgum
- London Plane Tree
- Sawtooth Oak
- Willow Oak
- Bald Cypress
- Zelkova
- Japanese Cedar
- Nellie R. Stevens Holly
- Southern Magnolia
- Bracken's Brown Magnolia
- Sweetbay Magnolia
- Loblolly Pine
- Ruby Spice Clethra
- Annabelle Hydrangea
- Oakleaf Hydrangea
- Little Henry Itca
- Cassian Pennisetum
- Maple Leaf Viburnum
- Encore Azalea
- Carissa Holly
- Inkberry Holly
- Grey Owl Juniper
- Delaware Valley White Azalea
- Densiformis Yew

Size

- 2" cal.
- 2" cal.
- 2" cal.
- 2" cal.
- 2" cal.
- 2" cal.
- 2" cal.
- 2" cal.
- 6' hgt.
- 6' hgt.
- 6' hgt.
- 6' hgt.
- 6' hgt.
- 6' hgt.
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon
- 3 gallon

Notes

- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- central leader, full and dense
- 3' oc, full and dense
- 4' oc, full and dense
- 5' oc, full and dense
- 3' oc, full and dense
- 3' oc, full and dense
- 6' oc, full and dense
- 4' oc, full and dense
- 4' oc, full and dense
- 3' oc, full and dense
- 5' oc, full and dense
- 3' oc, full and dense
- 4' oc, full and dense



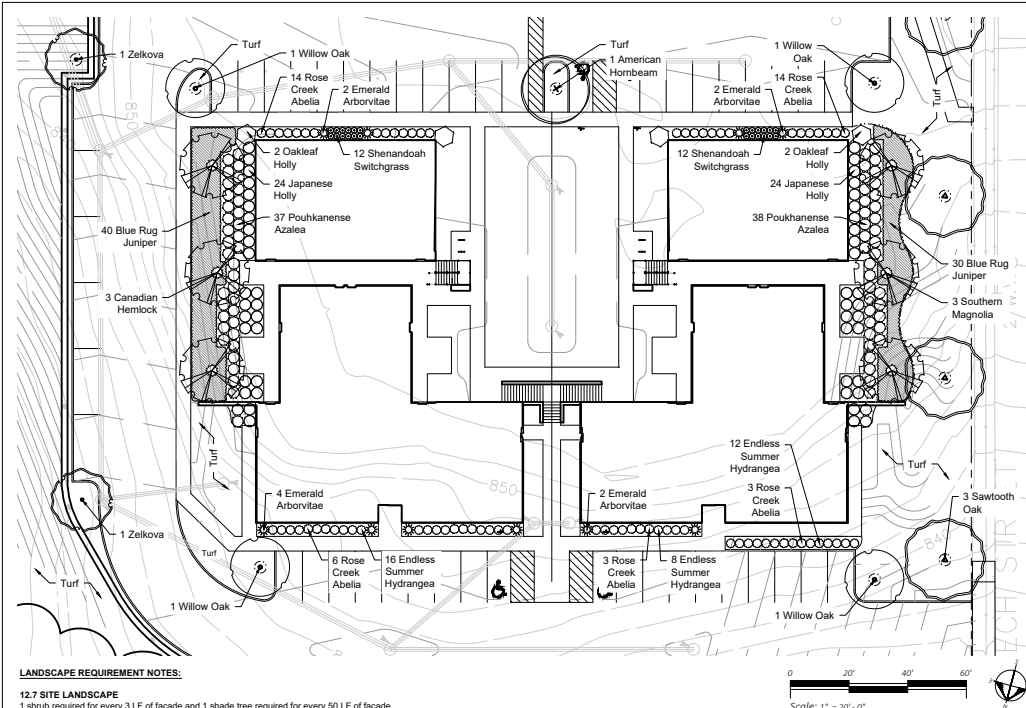
Submission Record


Preliminary Plans  
Not for Construction

October 27, 2023

### Existing Building & Buffer Landscape Enlargement Plan

L101



**PLANTING LEGEND - PROPOSED BUILDINGS:**

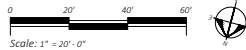
Qty	Botanical Name	Common Name	Size	Notes
<b>Deciduous Trees</b>				
1	Carpinus caroliniana	American Hornbeam	2" cal.	central leader, full and dense
3	Quercus acutissima	Sawtooth Oak	2" cal.	central leader, full and dense
4	Quercus phellos	Willow Oak	2" cal.	central leader, full and dense
2	Zelkova serrata	Zelkova	2" cal.	central leader, full and dense
<b>Evergreen Trees</b>				
4	Ilex 'Conaf'	Oakleaf Holly	6' hgt.	central leader, full and dense
3	Magnolia grandiflora	Southern Magnolia	6' hgt.	central leader, full and dense
10	Thuja occidentalis 'Emerald Green'	Emerald Arborvitae	6' hgt.	central leader, full and dense
3	Tsuga canadensis	Canadian Hemlock	6' hgt.	central leader, full and dense
<b>Deciduous Shrubs</b>				
36	Hydrangea macrophylla 'Endless Summer'	Endless Summer Hydrangea	3 gallon	3' oc, full and dense
24	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	3 gallon	2' oc, full and dense
<b>Evergreen Shrubs</b>				
40	Abelia 'Rose Creek'	Rose Creek Abelia	3 gallon	3' oc, full and dense
48	Ilex crenata	Japanese Holly	3 gallon	4' oc, full and dense
70	Juniperus chinensis 'Blue Point'	Blue Point Juniper	3 gallon	5' oc, full and dense
75	Rhododendron yedoense var. poukhanense	Poukhanense Azalea	3 gallon	4' oc, full and dense

**LANDSCAPE REQUIREMENT NOTES:**

- 12.7 SITE LANDSCAPE**  
 1 shrub required for every 3 LF of facade and 1 shade tree required for every 50 LF of facade  
 - 1,350 LF of facade  
 = 205 shrubs  
 = 13 shade trees  
 - 13 shade trees and 205 shrubs required  
 - 6 shade trees and 282 shrubs proposed

**ALTERNATIVE LANDSCAPE PLAN NOTES:**

- 12.7 SITE LANDSCAPE**  
 - Landscape strips between the new buildings and parking lot are not wide enough to locate trees.  
 Trees will need to be relocated elsewhere on site.



Portia Beasley  
865.441.6128

Historic  
Giffin  
Square

1834 Beech  
Street

Knoxville TN  
37920

Submittal Record

Preliminary Plans  
Not for Construction

October 27, 2023

Proposed Buildings  
Landscape  
Enlargement Plan

L102

## Exhibit 5 – Site Illumination Plans



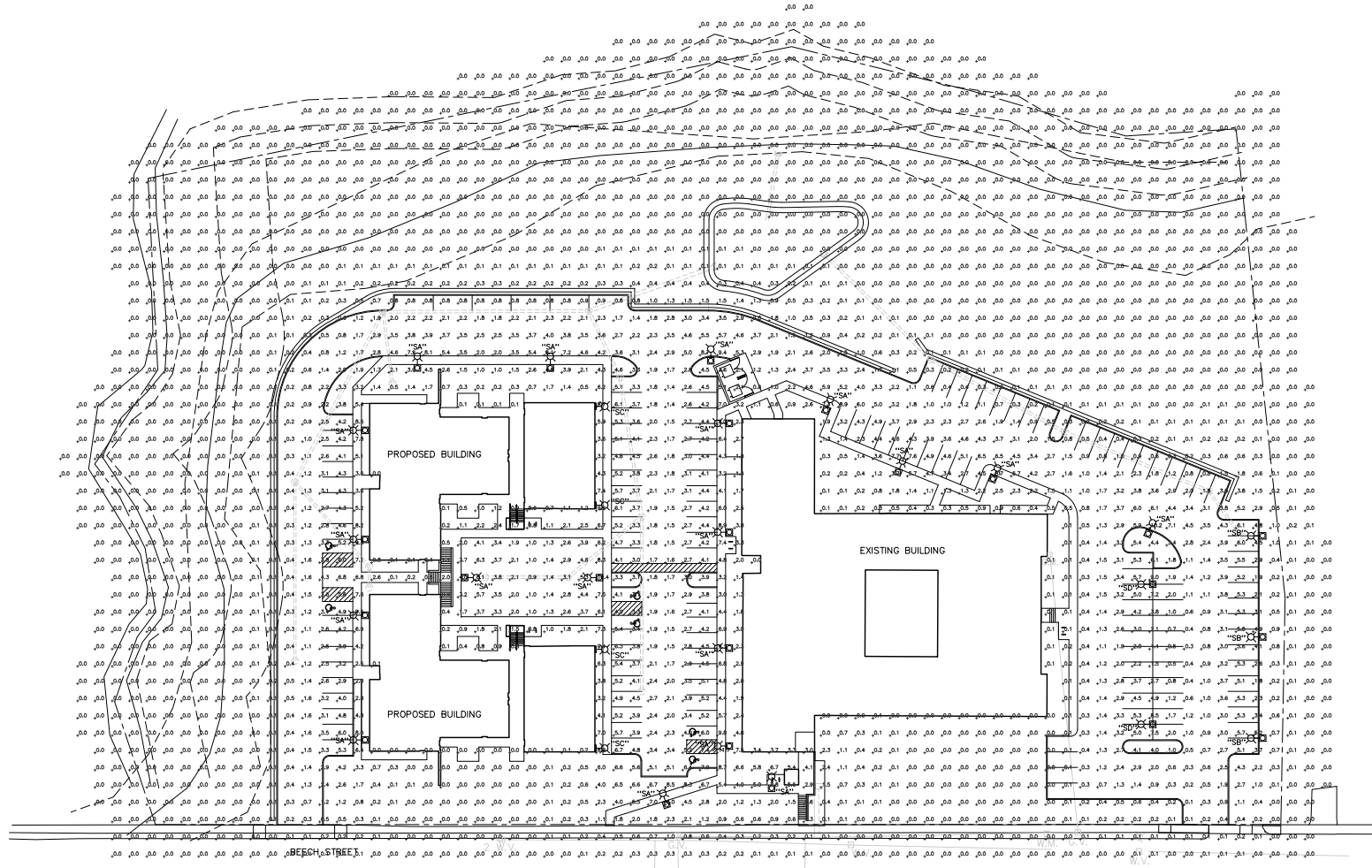
**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Beaman Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com

RESIDENCES AT:  
HISTORIC GIFFIN SQUARE  
BEECH STREET  
KNOXVILLE, TENNESSEE

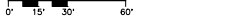


SITE ILLUMINATION PLAN



**SITE ILLUMINATION PLAN**

SCALE: 1"=30'-0"



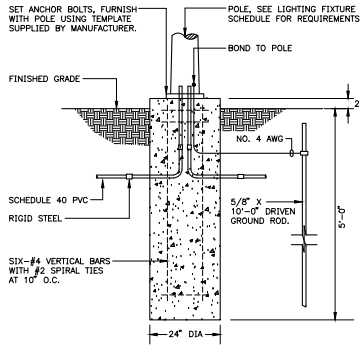
- NOTES:**
- VALUES INDICATE COMPUTER CALCULATED MAINTAINED ILLUMINATION LEVELS IN FOOTCANDLES, USING A TOTAL MAINTENANCE FACTOR UTILIZED OF 0.82.
  - FOOTCANDLE LEVELS SHOWN INDICATE CONTRIBUTIONS FROM NEW LUMINAIRES ILLUSTRATED ON THIS DRAWING ONLY.

- REVISION NOTES:**
- ALL LIGHTING FIXTURE LOCATIONS AND QUANTITIES REVISED FOR 15FT. MAXIMUM HEIGHT REQUIREMENT.
  - TYPE "B" LIGHT FIXTURE REVISED TO A SINGLE POLE MOUNTED FIXTURE WITH HOUSE-SIDE SHIELDS FOR REAR CUT-OFF.
  - TYPE "C" LIGHT FIXTURE ADDED WITH A 3FT. CONCRETE BASE AT PARKING AREA.

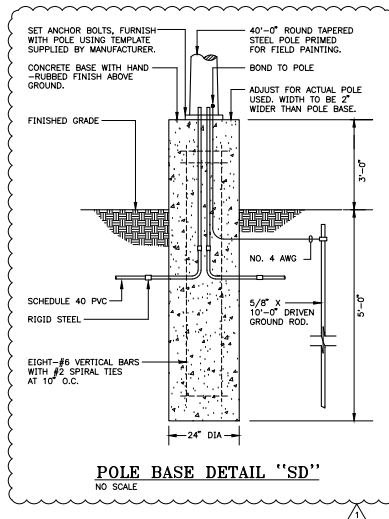
DATE: 25 SEP 2023  
PROJECT NO.:  
PROJECT MGR.: CODY  
REV#1 10/27/23

**Vreeland Engineers Inc.**  
3107 Sutherland Ave.  
P.O. Box 1064  
Knoxville, TN 37909  
865-637-4421  
1-800-362-9789  
vree@vengr.com

**E01**




**POLE BASE DETAIL "SA" AND "SB"**  
 NO SCALE



**POLE BASE DETAIL "SD"**  
 NO SCALE

SITE LIGHTING FIXTURE SCHEDULE											
DESIGNATION	WATTS	DELIVERED LUMENS	COLOR TEMPERATURE	POLE DESCRIPTION: MATERIAL, SHAPE, FINISHED GRADE			DESCRIPTION: SHIELDING, TYPE MATERIALS, FINISH, MOUNTING	MANUFACTURER'S PRODUCT ITEM		REMARKS	
				ALUMINUM	STEEL	ROUND TAPERED		COMPANY	POLE CATALOG NO.		LUMINAIRE CATALOG NO.
S A	109	14023	4000			15 FT.	ARM MOUNTED AREA LIGHT, TYPE 3 DISTRIBUTION	LITHONIA	SSS 15 5C DM19AS DOBXD	RSX1 LED P3 40K R3 MVOLT SPA DOBXD	-
S B	109	14023	4000			15 FT.	ARM MOUNTED AREA LIGHT, TYPE 3 DISTRIBUTION, HOUSE-SIDE SHIELD	LITHONIA	SSS 15 5C DM19AS DOBXD	RSX1 LED P3 40K R3 HS MVOLT SPA DOBXD	-
S C	109	14023	4000			15 FT.	WALL MOUNTED AREA LIGHT, TYPE 3 DISTRIBUTION	LITHONIA	SSS 15 5C DM19AS DOBXD	RSX1 LED P3 40K R3 MVOLT WBASC DOBXD	-
S D	109	14023	4000			15 FT.	ARM MOUNTED AREA LIGHT, TYPE 3 DISTRIBUTION	LITHONIA	SSS 12 5C DM19AS DOBXD	RSX1 LED P3 40K R3 MVOLT SPA DOBXD	12FT. POLE ON 3FT. CONCRETE BASE



**RSX1 LED Area Luminaire**

Specifications

EPA (E170): 0.57 ft<sup>3</sup> (0.05 m<sup>3</sup>)

Length: 21.8" (55.4 cm) (SPA mount)

Width: 13.3" (33.8 cm)

Height: 3.0" (7.6 cm) Main Body  
7.2" (18.4 cm) Arm

Weight (SPA mount): 22.0 lbs (10.0 kg)

RSX1 LED P4 40K R3 MVOLT SPA DOBXD

SA, SB, SC, SD

Introduction

The new RSX1 LED Area Family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX1 features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral diffuser and other mounting configurations are available.

designselect

Items marked by qualify for the Design Select program and ship in 15 days in-stock. To learn more about Design Select, visit [www.uslighting.com/designselect](http://www.uslighting.com/designselect).

\*See ordering time for details.

Ordering Information		EXAMPLE: RSX1 LED P4 40K R3 MVOLT SPA DOBXD	
Part Number	Part Description	Part Number	Part Description
RSX1 LED	RSX1 LED P4 40K R3 MVOLT SPA DOBXD	RSX1 LED P4 40K R3 MVOLT SPA DOBXD	RSX1 LED P4 40K R3 MVOLT SPA DOBXD

**Options:**

Option	Description
SH00	Standard
SH01	Standard with Sensor
SH02	Standard with Sensor and Control
SH03	Standard with Sensor, Control and Factory Default Settings
SH04	Standard with Sensor, Control and Factory Default Settings and 10 Year Warranty

**TYPE SA, SB, AND SC LIGHTING FIXTURE CUT SHEET**

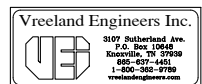


**RESIDENCES AT:**  
**HISTORIC GIFFIN SQUARE**  
 BEECH STREET  
 KNOXVILLE, TENNESSEE



**SITE ILLUMINATION DETAILS**

DATE: 25 SEP 2023  
 PROJECT NO.:  
 PROJECT MGR.: CODY  
 REV# 10/27/23



**E02**

## Exhibit 6 – Existing Building – Floor Plans





**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com

RENOVATION OF  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH STREET  
KNOXVILLE, TENNESSEE

PRELIMINARY -  
NOT FOR  
CONSTRUCTION

GROUND FLOOR PLAN

DATE: 25 SEPTEMBER 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWG

**A1.1**



**FLOOR PLAN LEGEND**

- NEW PARTITION, SEE 12/A3.1
- EX. 1-HR FIRE RATED PARTITION TO REMAIN
- EX. 2-HR FIRE RATED PARTITION TO REMAIN
- EX. PARTITION TO REMAIN
- NEW DOOR
- EX. DOOR

**PARTITION LEGEND:**

- NOTES:  
1) REFER TO SHEET A3.1 FOR PARTITION DETAILS.  
2) UNLESS NOTED OTHERWISE, ALL PARTITIONS ARE TYPE "1".  
3) CONTACT ARCHITECT FOR CLARIFICATION IF REQUIRED.  
4) REFER TO PLAN FOR INDICATION OF SOUND BARRIER INSULATION BY THE FOLLOWING SYMBOL: ~~~~~
- ◇ 2x4 WD STUD W/ 5/8" GYP. BD. EACH SIDE
  - ◇ 2x6 WD STUD W/ 5/8" GYP. BD. EACH SIDE
  - ◇ (2) 2x4 WD STUD W/ 5/8" GYP. BD. EACH SIDE - SOUND ATT BLANKET
  - ◇ 1-5/8" FURRING W/ 5/8" GYP. BD.

**FLOOR PLAN NOTES:**

1. CONTRACTOR SHALL NOT SCALE THIS OR ANY OTHER DRAWINGS IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL ALWAYS TAKE PRECEDENCE.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS CONCERNING THE SCOPE OF WORK FOR THIS PROJECT.
3. IN THE EVENT THE DIMENSIONS ARE IN QUESTION OR IF ANY DISCREPANCIES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK. FAILURE TO DO SO CONSTITUTES THE CONTRACTOR'S ACCEPTANCE OF THE WORK AS SHOWN. SEE ENLARGED FLOOR PLANS FOR FURTHER DIMENSIONS.
4. CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN TRADES. CORRECTIONS REQUIRED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE THEMSELVES WITH OTHER TRADES ADDRESSED BY CONTRACT DOCUMENTS SHALL NOT RESULT IN ADDITIONAL COSTS TO THE OWNER.
5. ITEMS NOT INCLUDED IN CONTRACTOR'S CONTRACT ARE MARKED "N.I.C."
6. DIMENSIONS ARE TO FACE OF STUDS; FACE OF MASONRY; FACE OF CONCRETE U.N.O.
7. FOR DOOR TYPES AND FRAME TYPES, REFER TO A3 SHEETS.
8. STOREFRONT AND SPECIALTY GLAZING TYPES ARE INDICATED BY CIRCLED NUMBERS. SEE A3 SHEETS FOR GLAZING ELEVATIONS.
9. ALL MASONRY UNITS THAT NEED TO BE ALTERED FOR PIPE SLEEVES, ELECTRICAL BOXES, ETC. SHALL BE DONE SO IN ACCORDANCE WITH THE PROJECT MANUAL. CONTRACTOR SHALL NOT BREAK UNITS WITH HAMMERS OR OTHER LIKE INSTRUMENTS.
10. IN SPACES OPEN TO EXPOSED ROOF STRUCTURE, PERIMETER WALLS OF SPACE SHALL EXTEND TO UNDERSIDE ROOF/FLOOR DECKING ABOVE.
11. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR ANY AND ALL PORTIONS OF THE SCOPE OF WORK FOR THIS PROJECT. FEES AND RELATED COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL DISCIPLINES WITH EACH OTHER AND WITH THE ARCHITECT'S WORK.
13. PROVIDE GROMMET IN CASEWORK COUNTER TOPS AT ALL LOCATIONS WHERE POWER/ COMMUNICATIONS IS LOCATED BELOW - REFER TO ELECTRICAL. VERIFY EXACT LOCATIONS WITH OWNER.
14. ALL EXPOSED WASTE AND SUPPLY BENEATH LAVATOIRES SHALL BE INSULATED IN WORKMANLIKE MANNER.
15. CONTRACTOR SHALL PROVIDE ALL BLOCKING FOR TOILET ACCESSORIES, WALL MOUNTED FIXTURES, TV MOUNTS, AND OWNER PROVIDED EQUIPMENT. VERIFY ALL EQUIPMENT LOCATIONS PRIOR TO INSTALLATION.
16. ALL ELEVATIONS ARE RELATIVE TO FINISHED FLOOR. MAIN LEVEL FINISHED FLOOR ELEVATION IS SET TO 0'-0" FOR ALL ARCHITECTURAL DRAWINGS. REFER TO CIVIL FOR EQUIVALENT MEAN SEA LEVEL FINISH FLOOR ELEVATION.
17. FURNITURE PLACEMENT SHALL NOT RESTRICT ADA ACCESS REQUIRED.
18. CONTRACTOR TO PROVIDE MIN. R-38 BATT INSULATION AT ENTIRE DECK SPACE IF NOT CURRENTLY INSTALLED.
19. CONTRACTOR TO PROVIDE MIN. R-20 BATT INSULATION IN ALL FRAMED EXTERIOR WALLS IF NOT ALREADY PROVIDED.
20. TENANT TO PROVIDE BLINDS FOR SUN CONTROL TO ALL WINDOWS TO EXTERIOR.
21. ROOF PENETRATIONS AND ROOF WORK TO BE PERFORMED BY OWNER'S CONTRACTOR IF REQUIRED, VERIFY WITH OWNER.

**1**  
**A1.1** GROUND FLOOR PLAN

SCALE 3/32" = 1'-0"



**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com

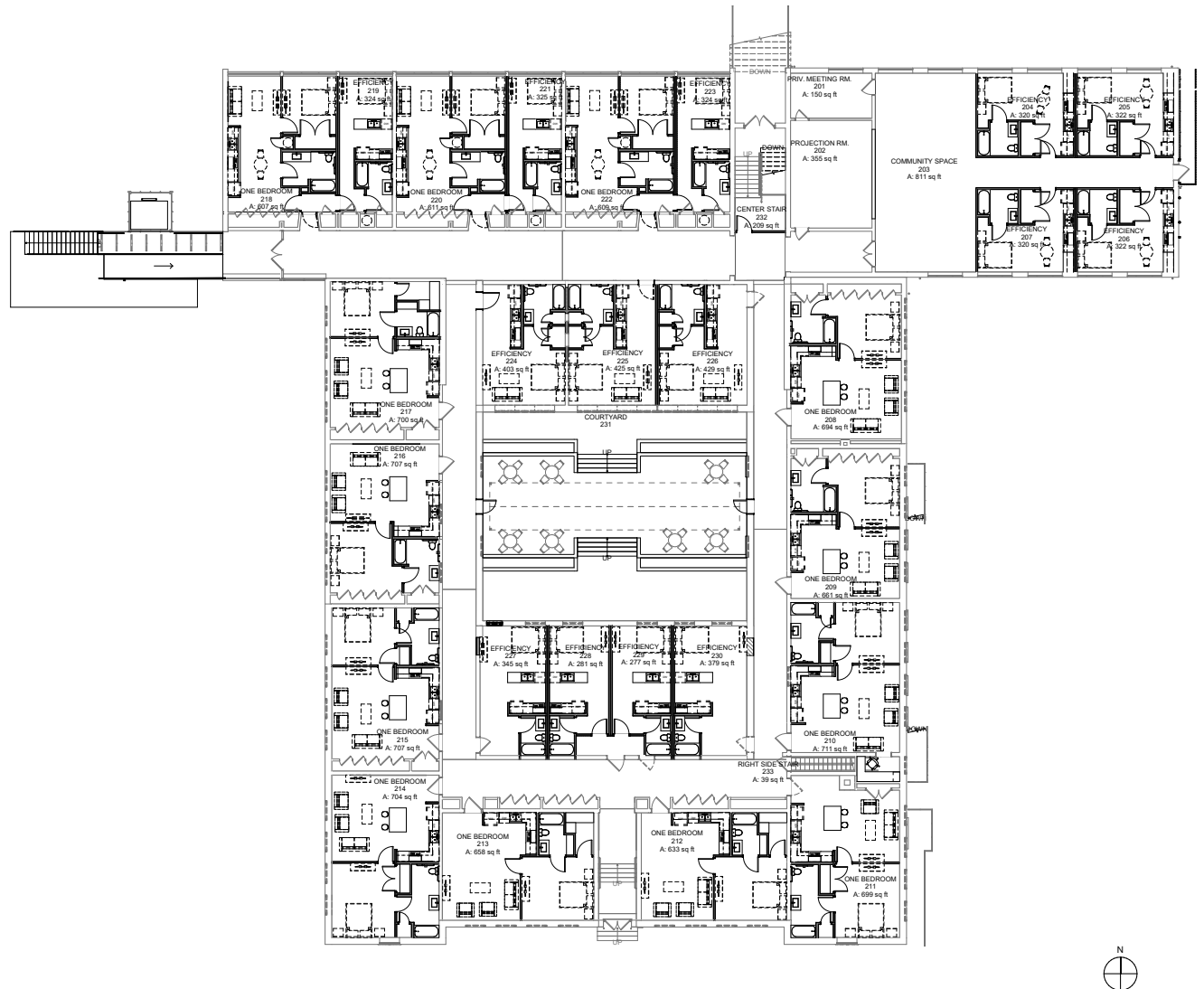
RENOVATION OF  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH STREET  
KNOXVILLE, TENNESSEE

PRELIMINARY -  
NOT FOR  
CONSTRUCTION

FIRST FLOOR PLAN

DATE: 25 SEPTEMBER 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWG

**A1.2**



**FLOOR PLAN LEGEND.**

- NEW PARTITION. SEE 12(A)3.1
- EX. 1-HR FIRE RATED PARTITION TO REMAIN
- EX. 2-HR FIRE RATED PARTITION TO REMAIN
- EX. PARTITION TO REMAIN
- NEW DOOR
- EX. DOOR

**PARTITION LEGEND:**

- NOTES:**
- REFER TO SHEET A3.1 FOR PARTITION DETAILS.
  - UNLESS NOTED OTHERWISE, ALL PARTITIONS ARE TYPE "1". CONTACT ARCHITECT FOR CLARIFICATION IF REQUIRED.
  - REFER TO PLAN FOR INDICATION OF SOUND BLENKETS INSULATION BY THE FOLLOWING SYMBOL:
- 2X4 WD STUD W/ 5/8" GYP. BD. EACH SIDE
  - 2X6 WD STUD W/ 5/8" GYP. BD. EACH SIDE
  - (2) 2X4 WD STUD W/ 5/8" GYP. BD. EACH SIDE - SOUND ATT BLANKET
  - 1-5/8" FURRING W/ 5/8" GYP. BD.

**FLOOR PLAN NOTES:**

- CONTRACTOR SHALL NOT SCALE THIS OR ANY OTHER DRAWINGS IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL ALWAYS TAKE PRECEDENCE.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS CONCERNING THE SCOPE OF WORK FOR THIS PROJECT.
- IN THE EVENT THE DIMENSIONS ARE IN QUESTION OR IF ANY DISCREPANCIES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK. FAILURE TO DO SO CONSTITUTES THE CONTRACTOR'S ACCEPTANCE OF THE WORK AS SHOWN. SEE ENLARGED FLOOR PLANS FOR FURTHER DIMENSIONS.
- CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN TRADES. CORRECTIONS REQUIRED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE THEMSELVES WITH OTHER TRADES ADDRESSED BY CONTRACT DOCUMENTS SHALL NOT RESULT IN ADDITIONAL COSTS TO THE OWNER.
- ITEMS NOT INCLUDED IN CONTRACTOR'S CONTRACT ARE MARKED "N.I.C."
- DIMENSIONS ARE TO FACE OF STUDS; FACE OF MASONRY; FACE OF CONCRETE U.N.O.
- FOR DOOR TYPES AND FRAME TYPES, REFER TO A3 SHEETS.
- STOREFRONT AND SPECTRALLY GLAZING TYPES ARE INDICATED BY CIRCLED NUMBERS. SEE A3 SHEETS FOR GLAZING ELEVATIONS.
- ALL MASONRY UNITS THAT NEED TO BE ALTERED FOR PIPE SLEEVES, ELECTRICAL BOXES, ETC. SHALL BE DONE SO IN ACCORDANCE WITH THE PROJECT MANUAL. CONTRACTOR SHALL NOT BREAK UNITS WITH HAMMERS OR OTHER LIKE INSTRUMENTS.
- IN SPACES OPEN TO EXPOSED ROOF STRUCTURE, PERIMETER WALLS OF SPACE SHALL EXTEND TO UNDERSIDE ROOF/FLOOR DECKING ABOVE.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR ANY AND ALL PORTIONS OF THE SCOPE OF WORK FOR THIS PROJECT. FEES AND RELATED COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL DISCIPLINES WITH EACH OTHER AND WITH THE ARCHITECTURAL WORK.
- PROVIDE GROMMET IN CASEWORK COUNTER TOPS AT ALL LOCATIONS WHERE POWER/ COMMUNICATIONS IS LOCATED BELOW - REFER TO ELECTRICAL. VERIFY EXACT LOCATIONS WITH OWNER.
- ALL EXPOSED WASTE AND SUPPLY BENEATH LAVATORIES SHALL BE INSULATED IN WORKMANLIKE MANNER.
- CONTRACTOR SHALL PROVIDE ALL BLOCKING FOR TOILET ACCESSORIES, WALL MOUNTED FIXTURES, TV MOUNTS, AND OWNER PROVIDED EQUIPMENT. VERIFY ALL EQUIPMENT LOCATIONS PRIOR TO INSTALLATION.
- ALL ELEVATIONS ARE FINISHED FLOOR, MAIN LEVEL, FINISHED FLOOR ELEVATION IS SET TO 0'-0" FOR ALL ARCHITECTURAL DRAWINGS. REFER TO CIVIL FOR EQUAL BAY MEAN SEA LEVEL (FINISH FLOOR ELEVATION).
- FURNITURE PLACEMENT SHALL NOT RESTRICT ADA ACCESS REQUIRED.
- CONTRACTOR TO PROVIDE MIN. R-38 BATT INSULATION AT ENTIRE DECK SPACE IF NOT CURRENTLY INSTALLED.
- CONTRACTOR TO PROVIDE MIN. R-20 BATT INSULATION IN ALL FRAMED EXTERIOR WALLS IF NOT ALREADY PROVIDED.
- TENANT TO PROVIDE BLINDS FOR SUN CONTROL TO ALL WINDOWS TO EXTERIOR.
- ROOF PENETRATIONS AND ROOF WORK TO BE PERFORMED BY OWNER'S CONTRACTOR IF REQUIRED, VERIFY WITH OWNER.

**1 FIRST FLOOR PLAN**  
SCALE: 3/32" = 1'-0"

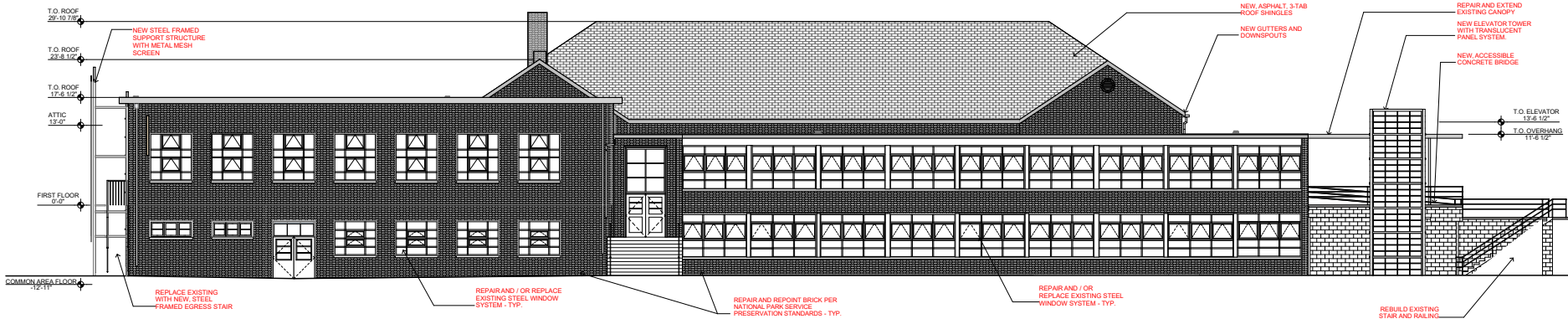


## Exhibit 7 – Existing Building – Elevations



**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com



1 NORTH ELEVATION  
A4.1 SCALE: 1/8" = 1'-0"



2 EAST ELEVATION  
A4.1 SCALE: 1/8" = 1'-0"

RENOVATION OF  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH STREET  
KNOXVILLE, TENNESSEE

PRELIMINARY -  
NOT FOR  
CONSTRUCTION

BUILDING ELEVATIONS

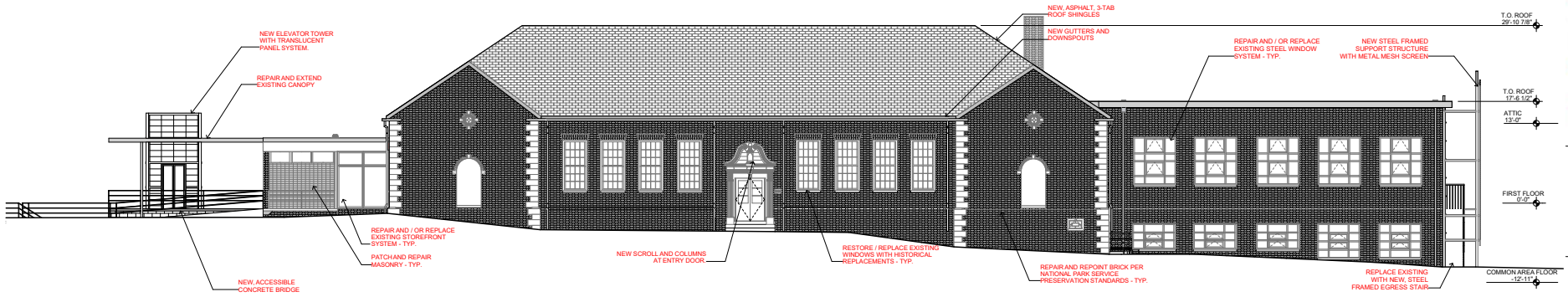
DATE: 25 SEPTEMBER 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWG

**A4.1**

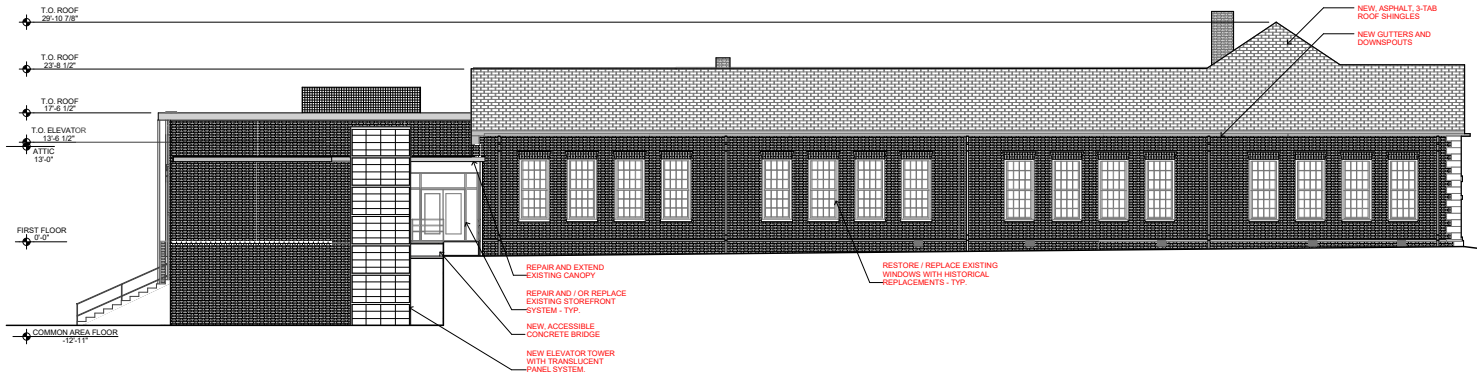


**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com



**1**  
**A4.2**  
**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**2**  
**A4.2**  
**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

RENOVATION OF  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH STREET  
KNOXVILLE, TENNESSEE

PRELIMINARY -  
NOT FOR  
CONSTRUCTION

BUILDING ELEVATIONS

DATE: 25 SEPTEMBER 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWG

**A4.2**

## Exhibit 8 – New Buildings – Floor Plans



**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com

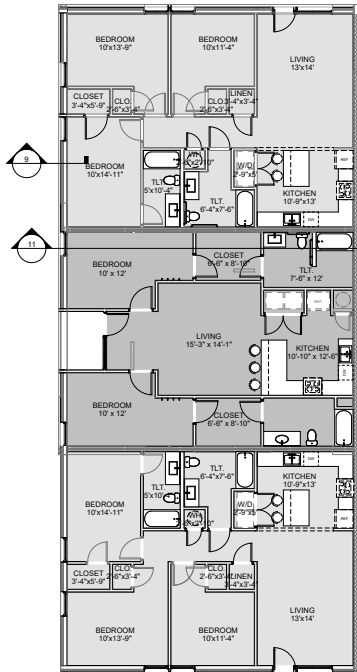
NEW WORKFORCE HOUSING FOR  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH ST. SE  
KNOXVILLE, TN 37920

PRELIMINARY -  
NOT FOR  
CONSTRUCTION

GROUND AND FIRST FLOOR  
PLANS

DATE: 25 SEPT 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWG

**A1.1**



**1** GROUND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



**2** FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

**FLOOR PLAN NOTES:**

- FURNITURE PLACEMENT SHALL NOT RESTRICT ADA ACCESS REQUIRED.
- CONTRACTOR TO PROVIDE MIN. R-38 BATT INSULATION AT ENTIRE DECK SPACE IF NOT CURRENTLY INSTALLED.
- CONTRACTOR TO PROVIDE MIN. R-20 BATT INSULATION IN ALL FRAMED EXTERIOR WALLS IF NOT ALREADY PROVIDED.
- TENANT TO PROVIDE BLINDS FOR SUN CONTROL TO ALL WINDOWS TO EXTERIOR.
- ROOF PENETRATIONS AND ROOF WORK TO BE PERFORMED BY LANDLORD'S CONTRACTOR IF REQUIRED, VERIFY WITH LANDLORD.

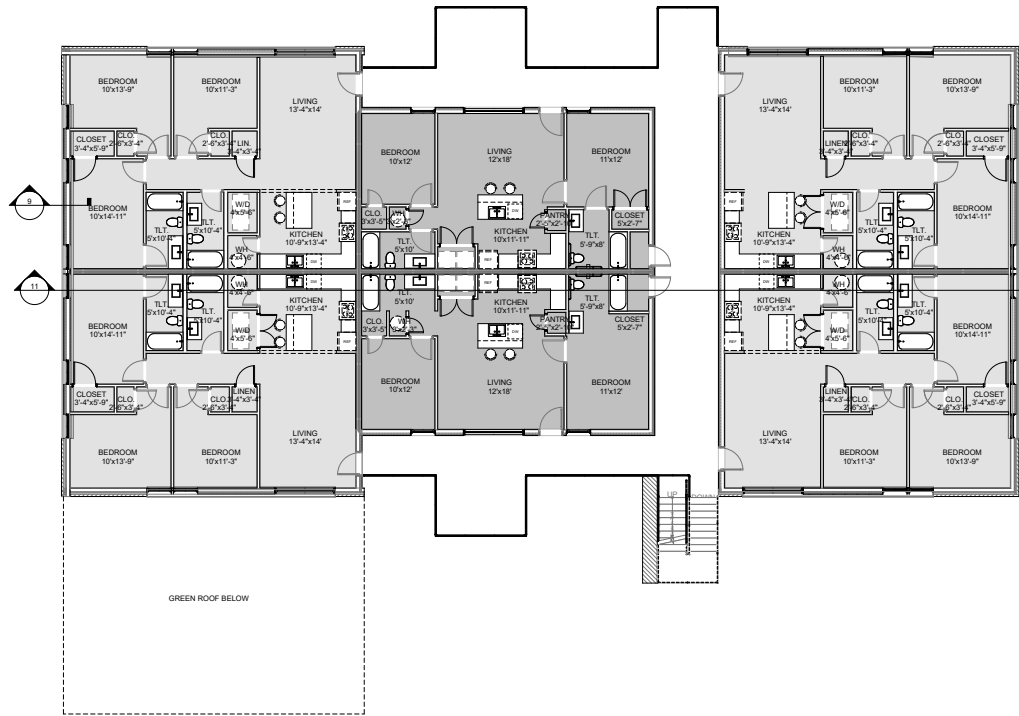
**PLAN LEGEND**

- ← - - - - TRAVEL DISTANCE
- NEW PARTITION, SEE 12(A)3.1
- EX. 1-HR FIRE RATED PARTITION TO REMAIN
- EX. 2-HR FIRE RATED PARTITION TO REMAIN
- NEW DOOR
- FEK FIRE EXTINGUISHER CABINET - SEE 4(A)3.1 FOR FIRE EXTINGUISHER DETAIL



**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com



NEW WORKFORCE HOUSING FOR  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH ST. SE  
KNOXVILLE, TN 37920

PRELIMINARY -  
**NOT FOR  
CONSTRUCTION**

**SECOND AND THIRD FLOOR  
PLANS**

1  
A1.2

**SECOND AND THIRD FLOOR PLANS**

SCALE: 1/8" = 1'-0"



DATE: 25 SEPT 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWW

**A1.2**

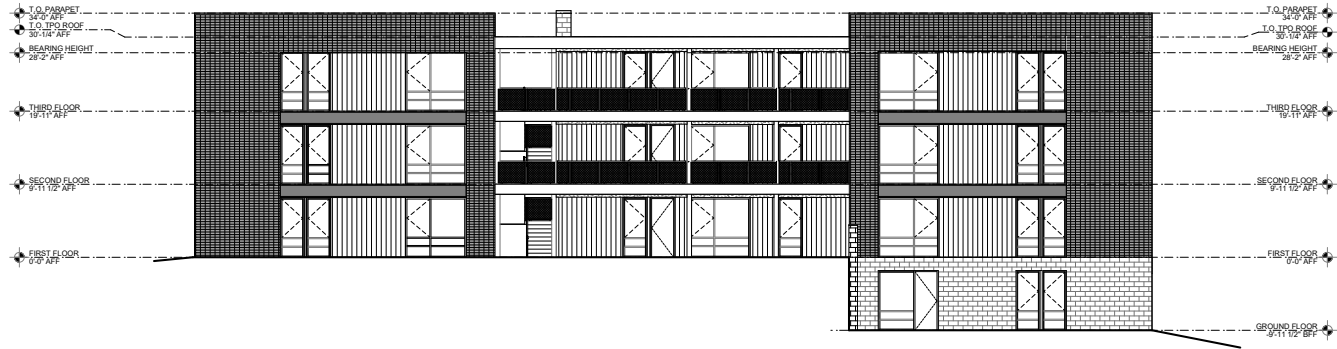


## Exhibit 9 – New Buildings – Elevations

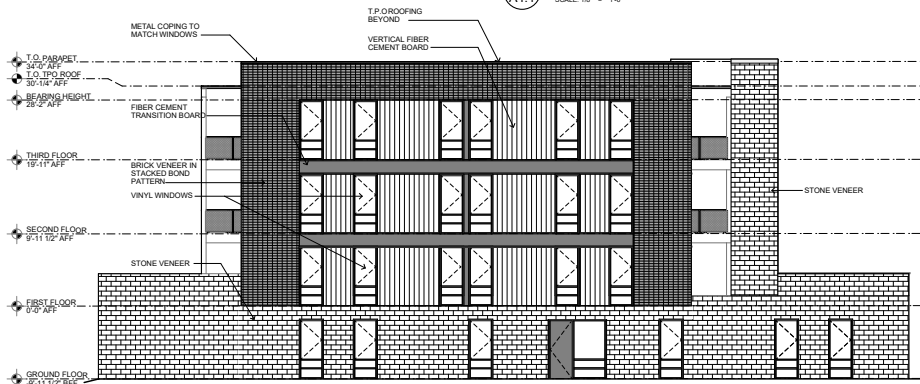


**GEORGE  
ARMOUR  
EWART  
ARCHITECT**

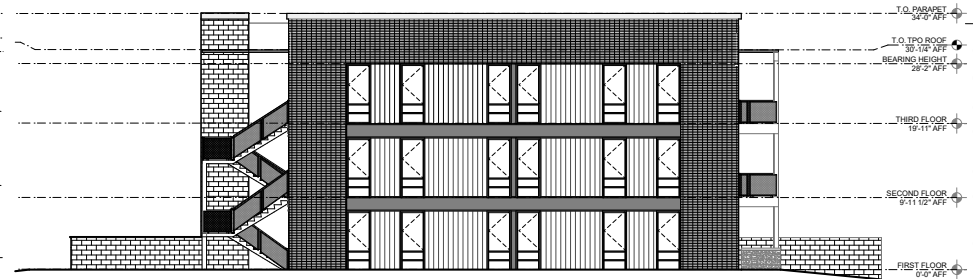
404 Bearden Park Circle  
Knoxville, TN 37919  
865.602.7771  
Fax 865.602.7742  
www.georgeewart.com



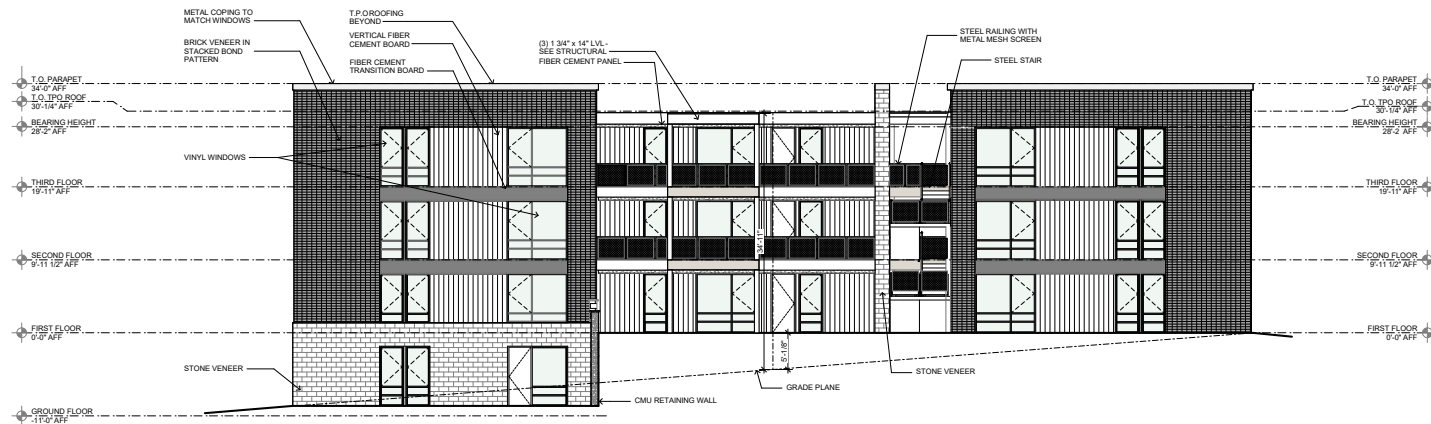
**1 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**2 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**3 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**4 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

NEW WORKFORCE HOUSING FOR  
**HISTORIC GIFFIN  
SQUARE**  
1834 BEECH ST. SE  
KNOXVILLE, TN 37920

PRELIMINARY -  
NOT FOR  
CONSTRUCTION

EXTERIOR ELEVATIONS

DATE: 25 SEPT 2023  
PROJECT NO.: 23087  
PROJECT MGR.: CWG

**A4.1**

## Project Schedule



# Development Request



# Development Request

### DEVELOPMENT

- Development Plan
- Planned Development
- Use on Review / Special Use
- Hillside Protection COA

### SUBDIVISION

- Concept Plan
- Final Plat

### ZONING

- Plan Amendment
  - SP
  - OYP
- Rezoning

David Cockrill

Owner

Applicant Name

Affiliation

September 25, 2023

Date Filed

Meeting Date (if applicable)

File Number(s)

#4-A-22-PD

## CORRESPONDENCE

All correspondence related to this application should be directed to the approved contact listed below.

- Applicant
- Property Owner
- Option Holder
- Project Surveyor
- Engineer
- Architect/Landscape Architect

David Cockrill

Historic Giffin LP

Name

Company

2015 Oakwood Drive

Maryville

TN

37803

Address

City

State

ZIP

865.385.3186

dcockrillknox@gmail.com

Phone

Email

## CURRENT PROPERTY INFO

David G. Case

54 Bartlett St. ; Asheville NC 28801

520.907.7704

Property Owner Name (if different)

Property Owner Address

Property Owner Phone

1834 Beech Street ; Knoxville TN 37920

109CD032

Property Address

Parcel ID

Knoxville Utilities Board

Knoxville Utilities Board

N

Sewer Provider

Water Provider

Septic (Y/N)

## STAFF USE ONLY

General Location

Tract Size

City  County

District

Zoning District

Existing Land Use

Planning Sector

Sector Plan Land Use Classification

Growth Policy Plan Designation

## DEVELOPMENT REQUEST

- Development Plan  
  Use on Review / Special Use  
  Hillside Protection COA  
 Residential  
  Non-Residential

Home Occupation (specify) \_\_\_\_\_

Other (specify) **Planned Development - Final Plan #4-A-22-PD**

Related City Permit Number(s)

## SUBDIVISION REQUEST

Proposed Subdivision Name \_\_\_\_\_

Combine Parcels  
  Divide Parcel  
 Unit / Phase Number \_\_\_\_\_ Total Number of Lots Created \_\_\_\_\_

Other (specify) \_\_\_\_\_

Attachments / Additional Requirements

Related Rezoning File Number

## ZONING REQUEST

Zoning Change  
 Proposed Zoning \_\_\_\_\_

Plan Amendment Change  
 Proposed Plan Designation(s) \_\_\_\_\_

Proposed Density (units/acre) \_\_\_\_\_ Previous Rezoning Requests \_\_\_\_\_

Other (specify) \_\_\_\_\_

Pending Plat File Number

## STAFF USE ONLY

### PLAT TYPE

- Staff Review  
  Planning Commission

### ATTACHMENTS

- Property Owners / Option Holders  
  Variance Request

### ADDITIONAL REQUIREMENTS

- Design Plan Certification (*Final Plat*)  
 Use on Review / Special Use (*Concept Plan*)  
 Traffic Impact Study  
 COA Checklist (*Hillside Protection*)

Fee 1	Total
Fee 2	
Fee 3	

## AUTHORIZATION



Applicant Signature

David Cockrill

Please Print

09-25-23

Date

865.385.3186

Phone Number

dcockrillknox@gmail.com

Email



Property Owner Signature

David G. Case

Please Print

09-25-23

Date

## Appendix



Historic Giffin Square  
**Memorandum of Understanding**  
with the  
South Haven Neighborhood Association ( SHNA )

June 1, 2022

The Historic Giffin Square Owner / Developer to the best of our ability intend to honor the following:

- 1) We will not build any additional structures beyond what is approved in our Planned Development application. City ordinances do not allow otherwise without making further applications. The revised concept reduces the number of new buildings from 5 to 2; residential units from 99 to 77; bedrooms from 199 to 135.
- 2) We are not dependent on Section 8 vouchers. We typically accept some tenants with vouchers, in particular those over 65 whose only source of income is social security.
- 3) We will maintain civil and law-abiding order on the Historic Giffin Square residential development in the best interest of all involved. We will seek and coordinate with the SHNA and the Knoxville Police Department to accomplish and maintain this condition and to determine if or when a private security guard is needed for the property.  

Developers are strongly incentivized to maintain the development. The development will have an on-site property manager and maintenance foreman. Leases to be utilized for the property that have been shared with the SHNA, strongly address the issues of safety and management.
- 4) We will meet or exceed one parking space per bedroom to alleviate the need for on-street parking by the property's residents.
- 5) We will work with the SHNA to establish the final parking layout / configuration within the approved site plan. We have the capacity and flexibility to eliminate some 30-40 spaces. The maximum allowable by code is 143.
- 6) Where parking spaces result in headlights being directed toward adjoining single family residential properties, we will incorporate landscape structures and / or plantings to minimize the effect of those headlights onto the adjoining properties.
- 7) We will work to improve and strengthen the overall condition of the existing forested area of the property as dictated by best practice and governing jurisdictions to protect and maintain the woods at the north and east property lines.
- 8) We will meet or exceed the City's storm water management requirements dictating that pre-development storm water runoff rates be maintained.  

We will approach the design and construction of storm water elements in an aesthetic manner with the intent of creating a site amenity at best and at a minimum a benign, non-intrusive element of the site development.
- 9) Site lighting will be constructed with high aesthetics and best practices in regard to optimum lighting levels, mitigation of light pollution and meeting or exceeding the City's requirements.
- 10) New buildings will be and are required to be compatible and complimentary of the 1928 Colonial Revival (Barber & McMurray) and the 1950 Modernist (Bruce McCarty) styles of the school. The exteriors of the school will be rehabilitated per the Secretary of the Interiors Standards for the Treatment of Historic Properties and as per a Knox Heritage easement / deed restriction established by the Knox County register of Deeds. New construction will attain a high level of sustainability and environmental innovation.
- 11) "Commons" space will be available for meetings and activities. Focal point and access directly from Beech Street to the Commons space will be located on the ground floor of the western-most dwelling unit.

12) The view from adjacent properties will not materially change from current views.

We will maintain awareness of "line of sight" concerns regarding the new development to adjoining residences. We pledge to respond to any such issues in a timely fashion should any event cause "line of sight" issues going forward. The western-most new building to the closest residence on Beech Street is 120' with other adjacent residential structures along South Haven and Lenland being 350' to 550' away; at a minimum the distance from end zone to end zone of Neyland Stadium. Considering many residences in the immediate area of the Giffin property are separated by as few as 15'; sight lines are not currently a problem, nor are they projected to be a problem with the development of the property as planned.

13) Whereas our original application included development of a walking trail and linear park, "Giffin Trail", along Baker Creek connecting to the existing Mary James Park, the neighborhood chose the benefit of maintaining the woods over development of the trail.

The owner / developer has taken the position that we will participate with use of our land and finances should the City and neighborhood reach agreement on the development of such a trail or other similar public amenity.

14) We will respect and maintain the Baker Creek buffer area associated with our property so as not to harm the creek's ecology.

15) We will fence our property along north, east and south property lines ( excludes frontage at Beech Street ) if requested and desired by adjacent property owners and as mutually agreed with the SHNA.

16) The owner / developer will contribute up to \$25,000.00 ( 500 ln. ft. x \$50.00 – 60" walk ) toward construction of a public sidewalk along McClung Street between Sevier Ave. and Beech Street connecting the neighborhood to the Cottrell Greenway. Funding is contingent on the completion of the sidewalk on or before "substantial completion" of Giffin Historic Square.

 June 1, 2022

David L. Cockrill, Owner – Historic Giffin Square

 June 1, 2022

David Case, Developer – Historic Giffin Square

 6-1-22

Deaver Shattuck, Owner – Historic Giffin Square

# OWNER'S POLICY OF TITLE INSURANCE

Issued by Fidelity National Title Insurance Company



**Fidelity National Title**  
Insurance Company

**POLICY NUMBER**  
20222444CTN

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Fidelity National Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Countersigned and Validated:

Authorized Signature



By:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

President

Attest:

Secretary

ALTA Owner's Policy (06/17/06)

ORIGINAL

Valid Only if Schedules A and B are attached

TN-03000.520053-RAM-27306-1-23-20222444CTN



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

TN-03000.520053-RAM-27306-1-23-20222444CTN



CONDITIONS CONTINUED

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

TN-03000.520053-RAM-27306-1-23-20222444CTN



## CONDITIONS CONTINUED

### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: Claims Department, PO Box 45023, Jacksonville, Florida 32232-5023

TN-03000.520053-RAM-27306-1-23-20222444CTN





**Fidelity National Title**  
Insurance Company

Issued By  
Fidelity National Title Insurance Company

**SCHEDULE A**

File No. 20222444CTN

Policy No.:

20222444CTN

Address Reference: 1834 Beech St, Knoxville, TN 37920

Amount of Insurance: \$750,000.00

Date of Policy: January 11, 2023 at 01:53 pm

1. Name of Insured  
Historic Giffin, LP, a Tennessee limited partnership
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title to the estate or interest in Land is vested in:  
Historic Giffin, LP, a Tennessee limited partnership
4. The Land referred to in this policy is described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

Countersigned:

Authorized Signature

**This policy consists of (4) pages and is valid ONLY if all pages are included.  
THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.**





**Fidelity National Title**  
Insurance Company

File No. 20222444CTN

Policy No.:

20222444CTN
-------------

**EXHIBIT A**

SITUATED in District No. 9 of Knox County, Tennessee, and in the 26th Ward of the City of Knoxville, Tennessee.

Beginning at a stake in the eastern line of Beech Street 460 feet north 17 deg. 10' west from the intersection of the eastern line of Beech Street and the northern line of McClung Avenue; thence south 89 deg. 47' east 140 feet to a point in an old fence line; thence with the same north 68 deg. 36' east 297 feet to a point on the east side of the Spring branch at James line; thence with the same north 20 deg. 30 minutes west 32 feet to a point, north 2 deg. 30' east 194 feet to a point, continuing with James line and crossing the branch north 26 deg. 30' west 380 feet to a point; thence due west 171 feet to a point; thence south 68 deg. 30' west 216 feet to a point; thence south 44 deg. west 30 feet to the eastern line of Beech Street; thence with the eastern line of same south 17 deg. 10' east 610 feet to the point of beginning. Containing 6.2 acres more or less. See Map B-1 140Y. This property is known as the Giffin School Property.

BEING the same property conveyed to Historic Giffin, LP, a Tennessee limited partnership by deed of record in Instrument No. 202301110039363, said Register's Office.

**This policy consists of (4) pages and is valid ONLY if all pages are included.**







File No. 20222444CTN

Policy No.:

20222444CTN

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Intentionally Deleted.
2. Intentionally Deleted.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Taxes for the year 2023, a lien not yet due and payable.
9. Intentionally Deleted.
10. Agreements, covenants and restrictions contained in deed from Knox County, Tennessee, a county government to Knox Heritage, Inc., a Tennessee nonprofit corporation, dated May, 21, 2015, of record in Instrument Number 201505220063596, in the Register's Office for Knox County, Tennessee; as affected by that certain Full Release of Reverter Rights dated December 29, 2022, of record in Instrument No. 202301110039361, said Register's Office.
11. Intentionally Deleted.
12. Terms and provisions of Deed of Preservation Easement by and between Giffin Senior Community, LLC, a Tennessee limited liability company and Knox Heritage, Inc., a Tennessee nonprofit corporation, dated January 25, 2016, of record in Instrument Number 2016012500443319, in the Register's Office for Knox County, Tennessee; as amended by that certain Amendment to Deed of Preservation Easement dated December 29, 2022, of record in Instrument No. 202301110039360, said Register's Office.
13. Subject to the flow of any creeks, streams, or branches across subject property.
14. Flowage rights, if any, of the United States of America and/or the Tennessee Valley Authority.

**This policy consists of (4) pages and is valid ONLY if all pages are included.**





File No. 20222444CTN

Policy No.:

20222444CTN

**Schedule B (Continued)**

15. Water (Riparian Rights) -

(a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Baker Creek without diminution or pollution and the consequence of any past or future change in the location of Baker Creek;

(b) riparian rights incident to premises;

(c) rights of upper and lower riparian owners in and to the waters of Baker Creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;

(d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

16. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.

**This policy consists of (4) pages and is valid ONLY if all pages are included.  
THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.**




Nick McBride  
Register of Deeds  
Knox County

109 CD 032

This instrument prepared by:

John W. Beck, Esq.  
Siegel, O'Connor, O'Donnell & Beck, P.C.  
One Financial Plaza  
755 Main Street  
20<sup>th</sup> Floor  
Hartford, CT 06103

  
Knox County, TN Page: 1 of 5  
REC'D FOR REC 7/28/2023 9:23 AM  
RECORD FEE: \$27.00 T20230028023  
M. TAX: \$0.00 T. TAX: \$0.00  
**202307280004929**

**CORRECTING LIMITED WARRANTY DEED**

THIS INDENTURE, made as of this 21 of July, 2023, between **GIFFIN SENIOR COMMUNITY, LLC**, a Tennessee limited liability company (the "Grantor") and **HISTORIC GIFFIN, LP**, a Tennessee limited partnership (the "Grantee").

WHEREAS, as of December 30, 2022, Giffin Senior Community, LLC, a Tennessee limited liability company, as the Grantor, executed a certain Limited Warranty Deed transferring all of the Grantor's right, title, and interest in and to certain Premises described therein to Historic Giffin, LP, a Tennessee limited partnership, which Limited Warranty Deed was recorded in the Register's Office for Knox County, Tennessee, on January 11, 2023 in Instrument Number 202301110039363 (the "Deed");

WHEREAS, the Deed references a certain Exhibit A, which was not attached to the Deed; and

WHEREAS, the Grantor desires to correct this mistake by re-recording the Deed including the Exhibit A.

**WITNESSETH:**

THAT SAID GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, remised, released, and with LIMITED WARRANTY COVENANTS, and does hereby bargain, sell, remise, release, and with LIMITED WARRANTY COVENANTS unto Grantee, all of the Grantor's right, title, and interest in and to the following described premises (the "Premises"), to-wit:

SITUATED in District No. 9 of Knox County, Tennessee, and in the 26<sup>th</sup> Ward of the City of Knoxville, Tennessee. Beginning at a stake in the eastern line of Beech Street 460 feet north 17 deg. 10' west from the intersection of the eastern line of Beech Street and the northern line of McClung Avenue; thence south 89 deg. 47' east 140 feet to a point in an old fence line; thence with the same north 68 deg. 36' east 297 feet to a point in the east side of the Spring branch at James line; thence with the same north 20 deg. 30 minutes west 32 feet to a point, north 2 deg. 30' east 194 feet to a point, continuing with James line and crossing the branch north 26 deg. 30' west 380 feet to a point; thence due west 171 feet to a point; thence south 68 deg. 30' west 216 feet to a point; thence south 44 deg. west 30 feet to the eastern line of Beech Street; thence with the eastern line of same south 17 deg. 10'

east 610 feet to the point of beginning. Containing 6.2 acres more or less. See Map B-1140Y. This property is known as the Giffin School Property.

TOGETHER WITH, but without warranty, all right, title, and interest of the Grantor in and to any streets, alleyways, walkways, roadways, appurtenant easements for access and/or utilities and any strips or gores of land adjacent to, abutting, or adjoining the property conveyed hereby on all sides thereof.

BEING the same property conveyed to Giffin Senior Community, LLC from Knox Heritage, Inc. by Quit Claim Deed dated January 25, 2016, of record in the office of the Knox County Register of Deeds as Instrument No. 201601250043318.

THIS CONVEYANCE is made subject to any and all applicable restrictions, agreements, easements, and building setback lines as are shown in the records of the Knox County Register's Office, and further to any matters and/or condition which would be disclosed by a current, accurate survey or inspection of the property herein described.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims of every nature therein.

That said Grantor, does for itself and its successors and assigns covenants with said Grantee, its successors and assigns, that it will warrant and defend said Premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands by, through, and under the Grantor and no other, and except as to the permitted exceptions set forth on Exhibit A attached hereto, and incorporated herein by this reference.

The above description is the same as the previous deed of record.

**[The remainder of this page is intentionally left blank. Signature Page to follow.]**

COUNTERSIGNED  
KNOX COUNTY PROPERTY ASSESSOR

JUL 28 2023

BY JOHN R. WHITEHEAD

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date and year first above written.

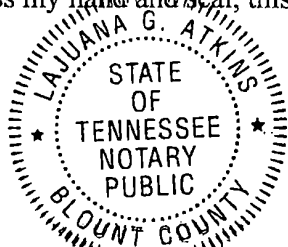
GIFFIN SENIOR COMMUNITY, LLC

By: David L. Cockrill  
Name: David Cockrill  
Title: President

STATE OF TENNESSEE  
COUNTY OF ~~KNOX~~ Blount

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared David Cockrill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of GIFFIN SENIOR COMMUNITY, LLC, the within-named bargainer, a limited liability company, and that he, as the President, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as the President.

Witness my hand and seal, this 27 day of July, 2023.



Lajuana G. Atkins

Notary Public

My Commission Expires: March 25, 2025

The preparer of this deed makes no representation as to the status of the title of the property described herein.

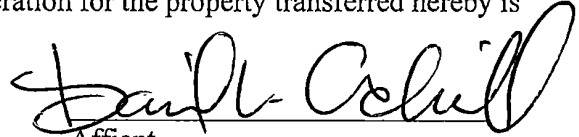
The responsible taxpayer/owner is:

Historic Giffin, LP  
c/o Atlantic Development & Investments, Inc.  
3 Charter Oak Place  
Hartford, CT 06106  
Attention: David G. Case

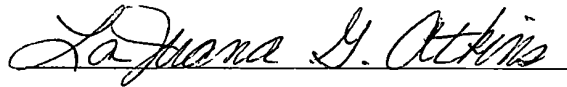
AFFIDAVIT

STATE OF TENNESSEE  
COUNTY OF ~~KNOX~~ Blount

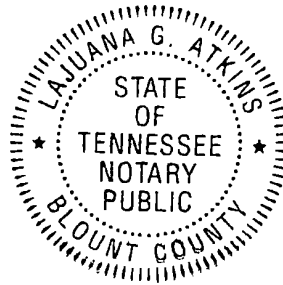
I hereby swear or affirm that the actual consideration for the property transferred hereby is zero (\$0.00).

  
Affiant

Sworn to and subscribed before me  
this 27 day of July, 2023.



Notary Public  
My Commission Expires: March 25, 2025



Tax  
Paid 202301110039363

**EXHIBIT A**

**Permitted Exceptions**

1. Taxes for the year 2023, a lien due and payable, but not delinquent.
2. Agreements, covenants, and restrictions contained in deed from Knox County, Tennessee, a county government to Knox Heritage, Inc., a Tennessee nonprofit corporation, dated May 21, 2015, of record in Instrument Number 201505220063596, in the Register's Office for Knox County, Tennessee; as affected by that certain Full Release of Reverter Rights dated December 29, 2022, of record in Instrument No. 202301110039361, said Register's Office.
3. Terms and provisions of Deed of Preservation Easement by and between Giffin Senior Community, LLC, a Tennessee limited liability company, and Knox Heritage, Inc., a Tennessee nonprofit corporation, dated January 25, 2016, of record, in Instrument Number 2016012500443319, in the Register's Office for Knox County, Tennessee; as amended by that certain Amendment to Deed of Preservation Easement dated December 29, 2022, of record in Instrument No. 202301110039360, said Register's Office.
4. Subject to the flow of any creeks, streams, or branches across subject property.
5. Flowage rights, if any, of the United States of America and/or the Tennessee Valley Authority.
6. Water (Riparian Rights):
  - (a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Baker Creek without diminution or pollution and the consequence of any past or future change in the location of Baker Creek;
  - (b) riparian rights incident to the Premises;
  - (c) rights of upper and lower riparian owners in and to the waters of Baker Creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution; and
  - (d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

# WELCOME HOME





# Development Request

### DEVELOPMENT

- Development Plan
- Planned Development
- Use on Review / Special Use
- Hillside Protection COA

### SUBDIVISION

- Concept Plan
- Final Plat

### ZONING

- Plan Amendment
  - SP
  - OYP
- Rezoning

David Cockrill

Owner

Applicant Name

Affiliation

September 25, 2023

11/09/2023

Date Filed

Meeting Date (if applicable)

File Number(s)

#4-A-22-PD

11-A-23-PD

## CORRESPONDENCE

All correspondence related to this application should be directed to the approved contact listed below.

- Applicant
- Property Owner
- Option Holder
- Project Surveyor
- Engineer
- Architect/Landscape Architect

David Cockrill

Historic Giffin LP

Name

Company

2015 Oakwood Drive

Maryville

TN

37803

Address

City

State

ZIP

865.385.3186

dcockrillknox@gmail.com

Phone

Email

## CURRENT PROPERTY INFO

David G. Case

54 Bartlett St. ; Asheville NC 28801

520.907.7704

Property Owner Name (if different)

Property Owner Address

Property Owner Phone

1834 Beech Street ; Knoxville TN 37920

109CD032

Property Address

Parcel ID

Knoxville Utilities Board

Knoxville Utilities Board

N

Sewer Provider

Water Provider

Septic (Y/N)

## STAFF USE ONLY

General Location

Tract Size

City  County

District

Zoning District

Existing Land Use

Planning Sector

Sector Plan Land Use Classification

Growth Policy Plan Designation

## DEVELOPMENT REQUEST

<input type="checkbox"/> Development Plan <input type="checkbox"/> Use on Review / Special Use <input type="checkbox"/> Hillside Protection COA <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential Home Occupation (specify) _____ Other (specify) <b>Planned Development - Final Plan #4-A-22-PD</b>	Related City Permit Number(s)
---	-------------------------------

## SUBDIVISION REQUEST

Proposed Subdivision Name	Related Rezoning File Number
<input type="checkbox"/> Combine Parcels <input type="checkbox"/> Divide Parcel Unit / Phase Number _____ Total Number of Lots Created _____ <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Attachments / Additional Requirements	

## ZONING REQUEST

<input type="checkbox"/> Zoning Change Proposed Zoning _____ <input type="checkbox"/> Plan Amendment Change Proposed Plan Designation(s) _____ Proposed Density (units/acre) _____ Previous Rezoning Requests _____ <input type="checkbox"/> Other (specify) _____	Pending Plat File Number
---	--------------------------

## STAFF USE ONLY

**PLAT TYPE**  
 Staff Review     Planning Commission

**ATTACHMENTS**  
 Property Owners / Option Holders     Variance Request

**ADDITIONAL REQUIREMENTS**  
 Design Plan Certification (*Final Plat*)  
 Use on Review / Special Use (*Concept Plan*)  
 Traffic Impact Study  
 COA Checklist (*Hillside Protection*)

Fee 1	0507	\$1,250.00	Total
Fee 2			\$1,250.00
Fee 3			

## AUTHORIZATION

	David Cockrill	09-25-23
Applicant Signature	Please Print	Date
865.385.3186	dcockrillknox@gmail.com	
Phone Number	Email	
	David G. Case	09/26/2023, SG
Property Owner Signature	Please Print	Date



# Development Request

## DEVELOPMENT

- Development Plan
- Planned Development
- Use on Review / Special Use
- Hillside Protection COA

## SUBDIVISION

- Concept Plan
- Final Plat

## ZONING

- Plan Amendment
  - Sector Plan
  - One Year Plan
- Rezoning

**David Cockrill**

Applicant Name

Affiliation

**9/26/2023**

Date Filed

**11/9/2023**

Meeting Date (if applicable)

**11-A-23-PD**

File Number(s)

## CORRESPONDENCE

*All correspondence related to this application should be directed to the approved contact listed below.*

**David Cockrill Giffin Senior Community, LLC**

Name / Company

**2015 Oakwood Dr. Dr. Maryville TN 37803**

Address

**865-385-3186 / dcockrillknox@gmail.com**

Phone / Email

## CURRENT PROPERTY INFO

**David G. Case Historic Giffin, LP**

Owner Name (if different)

**54 Barlett St Asheville NC 28801**

Owner Address

**520-907-7704 / david@caseent**

Owner Phone / Email

**1834 BEECH ST**

Property Address

**109 C D 032**

Parcel ID

**6.21 acres**

Tract Size

Part of Parcel (Y/N)?

**Knoxville Utilities Board**

Sewer Provider

**Knoxville Utilities Board**

Water Provider

Septic (Y/N)

## STAFF USE ONLY

**East side of Beech Street, south of Lenland Ave**

General Location

City

**Council District 1**

**RN-2 (Single-Family Residential Neighborhood)**

**Commercial**

County District

Zoning District

Existing Land Use

**South City**

Planning Sector

**LDR (Low Density Residential), SP (Stream Protection)**

Sector Plan Land Use Classification

**N/A (Within City Limits)**

Growth Policy Plan Designation

## DEVELOPMENT REQUEST

<input type="checkbox"/> Development Plan <input checked="" type="checkbox"/> Planned Development <input type="checkbox"/> Use on Review / Special Use	Related City Permit Number(s)
<input type="checkbox"/> Hillside Protection COA <input type="checkbox"/> Residential <input type="checkbox"/> Non-residential	
Home Occupation (specify) _____	
Other (specify) <b>Planned development final plan, multi-family dwellings</b>	

## SUBDIVISION REQUEST

Proposed Subdivision Name	Related Rezoning File Number
Unit / Phase Number	
Additional Information	Total Number of Lots Created
<input type="checkbox"/> Attachments / Additional Requirements	

## ZONING REQUEST

<input type="checkbox"/> Zoning Change	Proposed Zoning	Pending Plat File Number
<input type="checkbox"/> Plan Amendment		
Proposed Plan Designation(s)		
Proposed Density (units/acre)    Previous Zoning Requests		
Additional Information		

## STAFF USE ONLY

### PLAT TYPE

- Staff Review     Planning Commission

### ATTACHMENTS

- Property Owners / Option Holders     Variance Request

### ADDITIONAL REQUIREMENTS

- COA Checklist (Hillside Protection)  
 Design Plan Certification (Final Plat)  
 Site Plan (Development Request)  
 Traffic Impact Study  
 Use on Review / Special Use (Concept Plan)

Fee 1	Total
<b>\$1,250.00</b>	
Fee 2	
Fee 3	

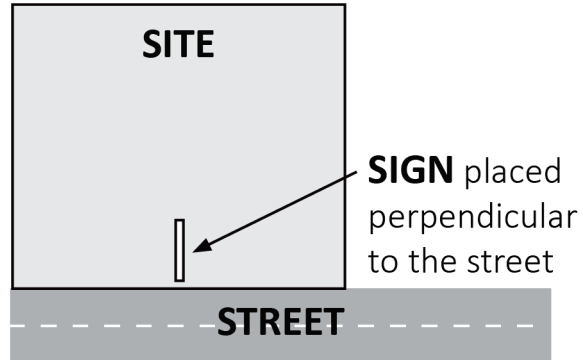
## AUTHORIZATION

- I declare under penalty of perjury the foregoing is true and correct: 1) He/she/it is the owner of the property, AND 2) the application and all associated materials are being submitted with his/her/its consent.

Applicant Signature	<b>David Cockrill</b> Please Print	<b>9/26/2023</b> Date
---------------------	---------------------------------------	--------------------------

Property Owner Signature	<b>David G. Case Historic Giffin, LP</b> Please Print	<b>9/26/2023</b> Date
--------------------------	--	--------------------------

The Administrative Rules and Procedures of the Knoxville-Knox County Planning Commission require a sign to be posted on the property for each application subject to consideration by the Planning Commission, including the following applications: rezoning, plan amendment, concept plan, use on review/special use, planned development, right-of-way closure, and name change.



The required public notice sign(s) will be provided by Planning to the applicant when an application is submitted. If an application is submitted electronically, Planning staff will post the required sign. If a replacement sign(s) is needed, the applicant is responsible for picking up the new sign(s) from Planning and will be charged \$10 for each replacement.

## LOCATION AND VISIBILITY

The sign must be posted on the nearest adjacent/frontage street and in a location clearly visible to vehicles traveling in either direction. If the property has more than one street frontage, 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 **not less than 12 days prior to 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 not less than 12 days prior to the next Planning Commission meeting. The applicant is responsible for removing the sign after the application has been acted upon by the Planning Commission.

*The individual below is responsible for posting and removing the sign(s) provided consistent with the above guidelines and between the dates of:*

\_\_\_\_\_ 10/27/2023 \_\_\_\_\_ and \_\_\_\_\_ 11/10/2023 \_\_\_\_\_  
 (applicant or staff to post sign) (applicant to remove sign)

Applicant Name: David Cockrill

Date: 09/26/2023 File

Number: 11-A-23-PD

- Sign posted by Staff
- Sign posted by Applicant