

To: MPC Commissioners

In 2013, MPC staff reviewed the Huber property proposal for a PR density of 1-5 to be located on property lying on both sides of Emory Church Road, both sides of I-I40 and on both sides of Fort Loudon Lake. At that density, MPC calculated that 333 units could be constructed on the entire property. 240 units were constructed on the east side of Emory Church Road. As a part of the use on review MPC approved 72 units on the hill on the west side of Emory Church Road, east of I-140.

In 2016, Huber sold two tracts from this PR zone. One 6.205 acre tract at 944 Emory Church Road is located north of the Fort Loudon Lake and east of Emory Church Road. One 1.31 acre tract at Tax Map 144, 20.18 and Tax Map 144, 20.19 is located west of I-140 and north of Fort Loudon Lake and south of Emory Church Road. Previous attachments to my December 3 filing show the location of these tracts. The October 21, 2016 Warranty Deed (attached) from Huber-Clear Water Properties, LLC to John J Hancock and Susan C. Hancock makes no mention of retention of development rights. The November 4, 2016 Warranty Deed (attached) from Huber-Clear Water Properties, LLC to Frank and Belinda Gambuzza makes no mention of retention of development rights.

In support of this use-on-review request for 96 units on the west side of Emory Church Road, Huber asserts that not only has he retained development rights associated with the 2016 sales but that he can assign a density of one unit or more to each tract. Huber has no legal right to do either. Huber does not have the right to use the land he sold to determine how many units he may build on the remaining part of his PR zone.

Approval of 96 units in this use on review request would increase the density above the PR 1-5 density. This would violate the Knox County Zoning Ordinance and the General Plan which limit PR density to a maximum of 1-5 units per acre in this area.

Jack Woodall
9520 Westland Drive
Knoxville, TN 37922
865 250-3189
ajwoodal@gmail.com

Part of 144 018

OWNER/RESPONSIBLE TAXPAYER:

John J. Hancock
6120 Little Madison Way
Knoxville, TN 37923

THIS INSTRUMENT PREPARED BY:

Croley, Davidson & Huie, PLLC
800 S. Gay Street, Suite 1700
Knoxville, TN 37929
(161837)

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR

OCT 24 2016

BY: JOHN R. WHITEHEAD


Tax I.D.: 144-018.00 (part of)

Sherry Witt
Register of Deeds
Knox County

WARRANTY DEED

THIS INDENTURE made this 21st day of October, 2016, between **Clear Water Partners, LLC, a Tennessee limited liability company**, First Party, and **John J. Hancock and wife, Susan C. Hancock**, Second Parties.

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Parties, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and do by these presents grant, bargain, sell and convey unto Second Parties, the real property described as follows, to-wit:

SITUATED in District No. 6 of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Tract 4 as shown on the Final Plat for Melgaard Property recorded as Instrument No. 201609070015861, in the Knox County Register's Office, to which plat specific reference is hereby made for a more particular description.

BEING part of the same property conveyed to Clear Water Partners, LLC, by Warranty Deed from Stephen W. Nealon, Trustee of the Norma Jean Melgaard Revocable Trust U/A/D 11/21/2005, et. al., dated September 2, 2016, and recorded as Instrument No. 201609070015858, in the Knox County Register's Office; and BEING part of the same property conveyed to Clear Water Partners, LLC, by Quitclaim Deed from Stephen W. Nealon, Trustee of the Norma Jean Melgaard Revocable Trust U/A/D 11/21/2005, et. al., dated September 2, 2016, and recorded as Instrument No. 201609070015860, in the Knox County Register's Office.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. **TO HAVE AND TO HOLD** the same unto the Second Parties, their heirs, successors and assigns forever.



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REC'D FOR REC 10/24/2016 2:10:43PM
RECORD FEE: \$23.00
M. TAX: \$0.00 T. TAX: \$1,091.50

201610240026553

AND said First Party, for itself and its successors and assigns, does hereby covenant with said Second Parties, their heirs, successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except those permitted encumbrances set out on **Exhibit "A"** attached hereto; and taxes for the year 2016, which shall be prorated at closing and assumed by the Second Parties.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has executed this instrument as of the day and year first above written.

**CLEAR WATER PARTNERS, LLC, a
Tennessee limited liability company**

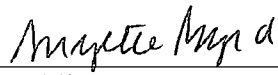
By: 

Title: Chief Manager

STATE OF Tennessee
COUNTY OF Knox

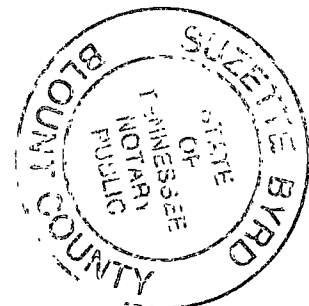
Before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared John Huber, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the Chief Manager of **Clear Water Partners, LLC**, the within-named bargainer, a Tennessee Limited Liability Company, and that he, as such Chief Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Chief Manager.

WITNESS my hand and seal at office on this the 21st day of October, 2016.


Notary Public

My Commission Expires:
4-24-2017


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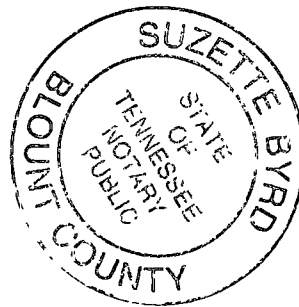
I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 295,000.00.

+ [Signature]
Affiant

Subscribed and sworn to before me this 21st day of October, 2016.

[Signature]
Notary Public

My Commission Expires: 4-24-2017



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201610240026553

EXHIBIT "A"

1. Highway easement granted to the United States of America, of record in Deed Book 643, page 3, in the Knox County Register's Office.
2. Flowage easement granted to the United States of America, of record in Deed Book 643, page 7, in the Knox County Register's Office.
3. Easement for water line to the First Utility District of Knox County, Tennessee dated November 9, 1998, of record in Deed Book 2310, page 1, in the Knox County Register's Office.
4. Easement for water line to the First Utility District of Knox County, Tennessee dated October 14, 1998, of record in Deed Book 2310, page 10, in the Knox County Register's Office.
5. Easement for water line to the First Utility District of Knox County, Tennessee dated October 26, 1998, of record in Deed Book 2310, page 13, in the Knox County Register's Office.
6. Easement for water line to the First Utility District of Knox County, Tennessee dated November 20, 1998, of record in Deed Book 2310, page 4, in the Knox County Register's Office.
7. Easement for water line to the First Utility District of Knox County, Tennessee dated October 12, 1998, of record in Deed Book 2310, page 7, in the Knox County Register's Office.
8. Easement for water line to The First Utility District of Knox County, Tennessee dated January 6, 1986, of record in Deed Book 1873, page 476, in the Knox County Register's Office.
9. Easement for water line to The First Utility District of Knox County, Tennessee dated February 15, 1977, of record in Deed Book 1667, page 280, in the Knox County Register's Office.
10. Utility easement granted to The First Utility District of Knox County, Tennessee, dated February 28, 2012, and recorded as Instrument No. 201203190051602, in the Knox County Register's Office.
11. Flowage easement conveyed to the United States of America in Declaration of Taking dated November 27, 1942, and recorded in Deed Book 638, page 532, and Final Decree dated July 19, 1943, and recorded in Deed Book 650, page 647, in the Knox County Register's Office.
12. Matters depicted or disclosed by map recorded as Instrument No. 201609070015861, in the Knox County Register's Office.



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201610240026553

144 018 P/O

This Instrument Prepared by:
TITLE ASSOCIATES OF KNOXVILLE, LLC
114 Lovell Road, Suite 201
Knoxville, Tennessee 37934

After Recording Return to:
Title Associates of Knoxville
114 Lovell Road, Suite 201
Knoxville, Tennessee 37934

WARRANTY DEED

THIS INDENTURE is made and entered into on this the 14th day of November, 2016, by and between **Clear Water Partners, LLC**, hereinafter referred to collectively as First Party, and **Frank Gambuzza and wife, Belinda Gambuzza**, hereinafter referred to as Second Party.

Sherry Witt
Register of Deeds
Knox County

WITNESSETH:

That the said First Party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to them in hand paid by the Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the said Second Party the following described premises, to wit:


SITUATED in District Six (6) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Lot 1, Final Plat for Melgaard Property, as shown on plat of record as Instrument No. 201609070015861, in the Register's Office for Knox County, Tennessee, to which specific reference is made for a more particular description.

BEING part of the same property conveyed to Clear Water Partners, LLC by Quitclaim Deed dated September 2, 2016 from Stephen W. Nealon, Trustee of the Norma Jean Melgaard Revocable Trust U/A/D 11/2/2005; Diane Melgaard; David Melgaard and Jane Melgaard, Successor Trustees of the Goldie E. Melgaard Trust under Revocable Trust Agreement; Elizabeth M. Pesko, Trustee of the Gloria A. Melgaard Irrevocable Trust dated July 5, 2001; and David L. Melgaard (a/k/a David Lynn Melgaard, of record as Instrument No. ~~201609070015861~~, Register's Office, Knox County, Tennessee.

201609070015860

THIS CONVEYANCE is made subject to the restrictions, easements, and building setback lines applicable to the subject property of record in Knox County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to the Second Party, its successors and assigns forever, and the First Party does covenant with the Second Party that they are lawfully seized and possessed of said land in fee simple, having a good right to convey it and that the same is unencumbered, unless otherwise herein set out. First Party does further covenant and bind themselves, their heirs, successors and assigns, to warrant and forever defend the title to the said land to the Second Party, its successors and assigns, against the lawful claims of all persons whomsoever.


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REC'D FOR REC 11/08/2016 2:28:05PM
RECORD FEE: \$13.00
M. TAX: \$0.00 T. TAX: \$1,572.50
201611080030448

WITNESS the execution of this Warranty Deed on the date first above written.

Clear Water Partners, LLC

[Signature]

STATE OF TENNESSEE
COUNTY OF KNOX

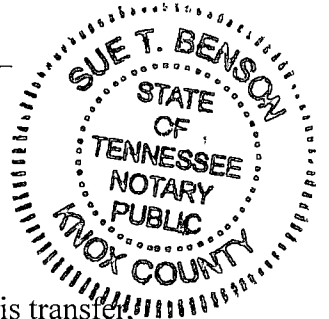
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared John Huber, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his/her oath acknowledged himself/herself to be the Chief Manager of Clear Water Partners, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he/she executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company, by the said John Huber as such Chief Manager.

Witness my hand and official seal on this the 4th day of November, 2016.

My Commission Expires:

9/11/17

[Signature]
Notary Public



I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is \$ 425,000.00.

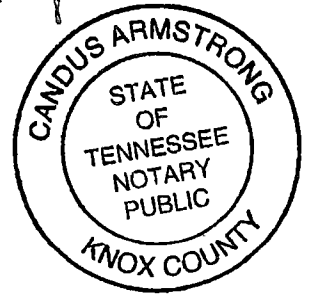
[Signature]
Affiant

Subscribed and sworn to before me this 4th of November, 2016.

My commission expires:

9.3.18

[Signature]
Notary Public



RESPONSIBLE TAXPAYER:

CLT# 144-018

Frank Gambuzza
1645 downtown Blvd. Ste. 18
Knoxville, TN 37919

PROPERTY OWNER & ADDRESS:

Frank Gambuzza
909 Emory Church Road
Knoxville, Tennessee 37922

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