

**RESOLUTION**

**A RESOLUTION OF THE BOARD  
OF EDUCATION OF KNOX COUNTY,  
TENNESSEE, TO SURPLUS A PARCEL  
OF PROPERTY KNOWN AS SAM E. HILL PRIMARY SCHOOL,  
PARCEL ID 081PN03401, IN THE LONSDALE  
COMMUNITY AS IT IS NOT BEING USED FOR  
SCHOOL PURPOSES AND IS BEING EXCHANGED FOR  
A PARCEL USED TO BUILD THE NEW  
LONSDALE ELEMENTARY**

**RESOLUTION:** 23-001

**PREPARED BY:  
KNOX COUNTY LAW  
DIRECTOR'S OFFICE**

**APPROVED AS TO  
FORM AND CORRECTNESS:**

  
\_\_\_\_\_  
**DEPUTY LAW DIRECTOR**

**BOARD APPROVED:** 1/12/2023  
**DATE**

**MINUTE BOOK \_\_\_\_\_ PAGE \_\_\_\_\_**

WHEREAS, the Knox County Board of Education has controlled and operated Sam E. Hill Primary School for many years and the campus was reduced in size due to a surplus declaration in 2017. The current campus is a parcel located at 1725 Delaware Avenue at the corner of Delaware Avenue and Gloria Garner Street (CL#081PN03401) within the Lonsdale community.

WHEREAS, the rectangular-shaped property is situated on 3.44 acres with a large building, a field, a playground, and parking and an access roadway, as described in Attachment A (legal description within deeds, part of Tract No. 3), Attachment B (aerial view), and Attachment C (map and KGIS information).

WHEREAS, by virtue of Knox County Contract number 19-335, the Knox County Board of Education agreed with the County of Knox, Tennessee, and the City of Knoxville, Tennessee, the “Board shall declare surplus, and the County shall transfer the Sam E. Hill property to the City as soon as reasonably practicable following the closure of Sam E. Hill Primary School for consolidation with the new Lonsdale Elementary School.”

WHEREAS, upon the successful opening of the new Lonsdale Elementary School, the Knox County Board of Education is not using the rectangular-shaped Sam E. Hill Primary School real property for any school purposes and has no intention or proposals to use such property.

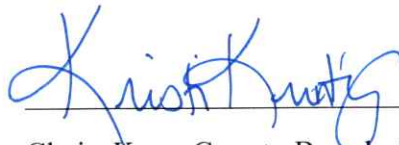
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF KNOX COUNTY:**

SECTION 1: As of January 12, 2023, the Knox County Board of Education hereby declares as surplus the rectangular-shaped Sam E. Hill Primary School property as described herein.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the Knox County Board of Education requiring it.

Approved by  
Knox County Board of Education

1-12-2023 (Signature)



Chair, Knox County Board of Education

1/12/2023

Date

Received: County Clerk

Date

EXHIBIT A

94-A-F-746  
95 P-D-11  
81 P-N-34

KLD

This Instrument Prepared By:  
THOMAS A. VARLAN  
Law Director  
City of Knoxville

Document No. 90-0-23

COUNTERSIGNED

AUG 13 1993  
MARK M. (Parkey) STRADER  
KNOX COUNTY  
PROPERTY ASSESSOR

QUIT CLAIM DEED

BY [Signature]

THIS INDENTURE, made this 13<sup>th</sup> day of August,  
1990, between CITY OF KNOXVILLE, a municipal corporation with  
situs in Knox County, Tennessee, of the first part, and KNOX  
COUNTY, a municipal corporation and one of the Counties in the  
State of Tennessee, of the second part.

W I T N E S S E T H:

2000

That the said Party of the First Part, for and in  
consideration of the sum of One Thousand and No/100 Dollars  
(\$1,000.00) cash and other good and valuable considerations to  
it in hand paid by the said Party of the Second Part, the  
receipt of which is hereby acknowledged, has QUITCLAIMED and  
conveyed and does hereby QUITCLAIM and convey unto the said  
Party of the Second Part, the following described premises, to-  
wit:

TRACT NO. 1.

94A-F-647

Situated in the Fifth Civil District of Knox County, Tennessee, within Ward  
Nineteen of the City of Knoxville, lying between Maryland Avenue and Vermont  
Avenue and being more fully described as follows:

Beginning at the point of intersection of the northwest right-of-way line of  
Vermont Avenue and the southwest right-of-way line of Gordon Street, said  
beginning point also being the eastern most corner of Lot 21 Block 55 of  
Lonsdale Land Company Addition and the eastern most corner of the tract  
described herein; thence southwestwardly along the northwest right-of-way line  
of Vermont Avenue approximately 1,265 ft. to a point; thence northwestwardly  
along the dividing line between County Tax Parcel 94-A, F-7 and Parcel 94-A,  
F-8 approximately 144 ft. to a point on the southeast right-of-way line of a  
nameless alley in City Block: 19852; thence northeastwardly along the  
southeast right-of-way line of said alley approximately 84 ft. to the point of  
intersection of said line and the south right-of-way line of Hawkins Street  
(closed by Ordinance No. 0-127-90); thence northwestwardly along the south  
right-of-way line produced of Hawkins Street approximately 12 ft. to the point  
of intersection of the south right-of-way line of Hawkins Street and the  
northwest right-of-way line of the aforesaid nameless alley; thence  
southwestwardly along the northwest right-of-way line of said alley  
approximately 290 ft. to a point; thence northwestwardly along the dividing  
line between Tax Parcel 94-A, F-5 and Parcel 94-A, F-4 approximately 144 ft.  
to a point on the southeast right-of-way line of Maryland Avenue; thence  
northeastwardly along the southeast right-of-way line of Maryland Avenue  
approximately 1,477 ft. to the point of intersection of said line and the  
southwest right-of-way line of Gordon Street; thence southeastwardly along the  
southwest right-of-way line of Gordon Street approximately 300 ft. to the  
point of beginning.

Containing 9.39 acres.



Instr: 199308160043352  
Pages: 1 of 5  
Cross Ref: MB 2114/882  
Back File Automation

INST: 11268 MB 2114 PG: 882 08/16/1993 09:08:34

An easement 10 ft. in width for drainage and utilities is reserved along, adjacent to and inside the entire perimeter of the above described tract.

Reference is made to Minute Book 12, Page 119 in the Recorder's Office of Knox County, Tennessee relating to the closure of a nameless alley in City Block: 19862 which alley lies within the tract described above.

Reference is made to Ordinance No. O-127-90 which closed a portion of Hawkins Street and to Ordinance No. O-213-90 and Ordinance No. O-214-90 which closed a portion of a nameless alley in City Block: 19862 both of said rights-of-ways lying within the tract described above.

An easement 10 ft. in width for drainage and utilities is reserved along, adjacent to, and inside the entire perimeter of the above described tract.

This conveyance is made subject to any and all easements, rights-of-ways, conditions, restrictions, etc. which exist upon the date of execution of this instrument.

This property is known as the Rule High School Property.

TRACT NO. 2

95P-D-11

Situated in the Ninth Civil District of Knox County, Tennessee, within Ward Twenty-six of the City of Knoxville, lying on the northwest side of Sevier Avenue and being more fully described as follows:

Beginning at the point of intersection of the northwest right-of-way line of Sevier Avenue and the southwest right-of-way line of Barber Street, said beginning point also being the eastern most corner of the tract described herein; thence southwestwardly along the northwest right-of-way line of Sevier Avenue approximately 300 ft. to the point of intersection of said line and the northeast right-of-way line of Davenport Road; thence northwestwardly along the northeast right-of-way line of Davenport Road approximately 300 ft. to the point of intersection of said line and the southeast right-of-way line of Phillips Avenue; thence northeastwardly along the southeast right-of-way line of Phillips Avenue approximately 300 ft. to the point of intersection of said line and the southwest right-of-way line of Barber Street; thence southeastwardly along the southwest right-of-way line of Barber Street approximately 300 ft. to the point of beginning.

Containing approximately 2.06 acres.

An easement 10 ft. in width, for drainage and utilities is reserved along, adjacent to, and inside the entire perimeter of the above described tract.

This conveyance is made subject to any and all easements, rights-of-ways, conditions, restrictions, etc. which exist upon the date of execution of this instrument.

This property is known as the South Knoxville Elementary School Property.

TRACT NO. 3

81P-N-34PT



Instr: 19630810043362  
Pages: 2 of 6

Back File Automation

Situated in the Fifth Civil District of Knox County, Tennessee, within Ward Nineteen of the City of Knoxville, and being more fully described as follows:

**Parcel A:**

Beginning at the point of intersection of the southwest right-of-way line of Stonewall Street and the northwest right-of-way line of Delaware Avenue, said point being the eastern most corner of the tract described herein; thence S 41° 53' W along the northwest right-of-way line of Delaware Avenue 750 ft. to the point of intersection of said right-of-way line and the northeast right-of-way line of Sherman Street; thence N 48° 07' W along the northeast right-of-way line of Sherman Street 144 ft. to the point of intersection of said line and the southeast right-of-way line of a nameless alley in Block 14 of Lonsdale Land Company Addition; thence N 41° 53' E along the southeast right-of-way line of said alley 750 ft. to the point of intersection of said line and the southwest right-of-way line of Stonewall Street; thence S 48° 07' E along the southwest right-of-way line of Stonewall Street 144 ft. to the point of beginning.

Containing approximately 2.48 acres.

An easement 10 ft. in width for drainage and utilities is reserved along, adjacent to and inside the entire perimeter of the above described tract.

Parcel B:

81 P-N-34 PT

Beginning at the point of intersection of the southeast right-of-way line of Minnesota Avenue and the northeast right-of-way line of Sherman Street, said point being the western most corner of the tract described herein; thence N 41° 53' E along the southeast right-of-way line of Minnesota Avenue 750 ft. to the point of intersection of said line and the southwest right-of-way line of Stonewall Street; thence S 48° 07' E along the southwest right-of-way line of Stonewall Street 144 ft. to the point of intersection of said line and the northwest right-of-way line of a nameless Alley in Block 14 of Lonsdale Land Company Addition; thence S 41° 53' W along the northwest right-of-way line of said alley 750 ft. to the point of intersection of said line and the northeast right-of-way line of Sherman Street; thence N 48° 07' W along the northeast right-of-way line of Sherman Street 144 ft. to the point of beginning.

Containing approximately 2.48 acres.

An easement 10 ft. in width for drainage and utilities is reserved along, adjacent to and inside the entire perimeter of the above described tract.

Reference is made to Map B-3061-C on file in the Department of Engineering.

This conveyance is made subject to any and all easements, rights-of-ways, conditions, restrictions, etc. which exist upon the date of execution of this instrument.

This property is known as the Sam E. Hill School Property.

  
Instr: 199308160843352  
Pages: 3 of 5  
Back File Automation

and all the right, title and interest of the Party of the First Part therein and thereto appertaining.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand the day and year first above written.

CITY OF KNOXVILLE

BY: *Victor Ashe*

VICTOR ASHE, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

*Thomas A. Varlan*

THOMAS A. VARLAN  
DIRECTOR OF LAW

Instr: 199308160043352  
Pages: 4 of 5  
Back File Automation

STATE OF TENNESSEE)  
COUNTY OF KNOX )

Before me, Diana C. Hall, a Notary Public in and for the County and State aforesaid, personally appeared VICTOR ASHE, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Knoxville, the within named bargainer, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as Mayor.

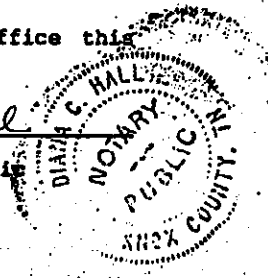
WITNESS, my hand and official seal at office this 14th day of August, 1990.

*Diana C. Hall*

Notary Public

My Commission Expires:

*February 21, 1994*



Responsible ~~transfer~~ owner: Knox County, Tennessee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 0.

Affiant: *[Signature]*

Subscribed to and sworn to before me this 12<sup>th</sup> day of August, 1993.

*[Signature]*  
Notary Public



My Commission Expires: 10-1-96



Instr: 199308160043352  
Pages: 5 of 5  
Back File Automation

# EXHIBIT B

Search By:  Address  Parcel   
Enter Place Name:  SAM E HILL

[Intro](#) [Maps](#) [Results](#) [Legend](#) [Help](#)

### Standard Maps

- Standard Map
- Aerial

### Historical Aerials

### Planning and Zoning Maps

### Political District Maps

### School District Maps

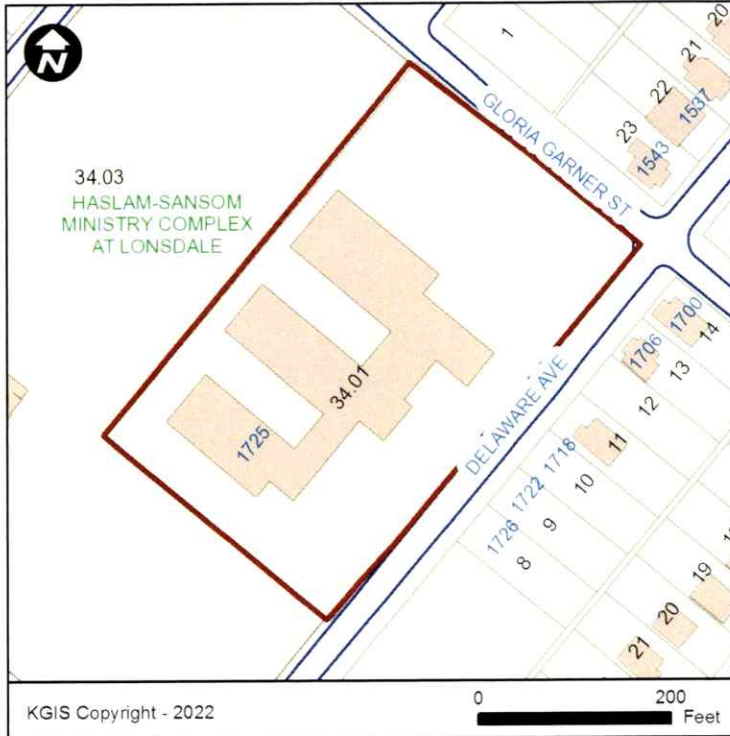
### Other Maps





# Parcel 081PN03401 - Property Map and Details Report

# EXHIBIT C



### Property Information

Parcel ID:	081PN03401
Location Address:	1725 DELAWARE AVE
CLT Map:	81
Insert:	P
Group:	N
Condo Letter:	
Parcel:	34.01
Parcel Type:	NORMAL
District:	
Ward:	19
City Block:	19412
Subdivision:	LONSDALE LAND CO LOTS 21-30
Rec. Acreage:	0
Calc. Acreage:	3.44
Recorded Plat:	-
Recorded Deed:	-
Deed Type:	:
Deed Date:	

### Address Information

Site Address: 1725 DELAWARE AVE  
KNOXVILLE - 37921

Address Type: EDUCATIONAL FACILITY

Site Name: SAM HILL PRESCHOOL

Please contact Knoxville-Knox County Planning at (865) 215-2500 if you have questions.

### Owner Information

KNOX COUNTY  
400 MAIN AVE  
KNOXVILLE, TN 37902

The owner information shown in this section does **not** necessarily reflect the person(s) responsible for Last Year's property taxes. Report any errors to the Knox County Property Assessor's office at (865) 215-2365.

### Jurisdiction Information

County: KNOX COUNTY  
City / Township: Knoxville

### Other Information

Census Tract: 28  
Planning Sector: Central City

Please contact Knoxville-Knox County Planning at (865) 215-2500 if you have questions.

### Political Districts

Voting Precinct: 19

Voting Location: Thrive Lonsdale  
1317 CONNECTICUT AVE

TN State House: 15

TN State Senate: 5

County Commission: 1 Dasha Lundy  
(at large seat 10) Larsen Jay  
(at large seat 11) Kim Frazier

City Council: 5 Charles Thomas  
(at large seat A) Lynne Fugate  
(at large seat B) Janet Testerman  
(at large seat C) Amelia Parker

School Board: 1 John Butler

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

### School Zones

Elementary: LONSDALE ELEMENTARY

Intermediate:

Middle: NORTHWEST MIDDLE

High: CENTRAL HIGH

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

**Disclaimer:** KGIS makes no representation or warranty as to the accuracy of this 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 further covenants and agrees to hold KGIS harmless from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by any user.

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**PARID: 081PN03401**  
**KNOX COUNTY**

**1725 DELAWARE AVE**

Parcel

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Tax Year	2022
Property Type:	502 - 502 KNOX-COUNTY
Class:	E - Exempt
Neighborhood:	300
Living Units:	
Total Cards:	1
Calculated CAMA Acres (Land Units):	3.4400
User Calculated Acres:	
Water/Sewer:	-
Topography:	-
Gas:	-
Roads:	-
Electricity:	-

Owner Information

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Owner Name:	KNOX COUNTY
Mailing Address:	400 MAIN AVE KNOXVILLE TN 37902
County Tax Freeze Flag:	
Tax Freeze Base Year:	

Knox County Contract # 19-335

City of Knoxville Contract # C-20-0141

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF KNOX, TENNESSEE,  
THE CITY OF KNOXVILLE, TENNESSEE, AND  
THE BOARD OF EDUCATION OF KNOX COUNTY, TENNESSEE**

Transfer of the Lonsdale Park Property from the City of Knoxville to Knox County  
and Transfer of the Sam E. Hill Primary School Property from Knox County to the  
City of Knoxville for the Design, Construction, and Operation of a New  
Lonsdale Elementary School  
and  
Lonsdale Community Recreational Resources During and After the Said Transfers

This agreement is made and entered into by and between **KNOX COUNTY, TENNESSEE**, acting by and through its governing body, the County Commission (“COUNTY”), the **CITY OF KNOXVILLE**, acting by and through its governing body, the City Council (“CITY”), and the **BOARD OF EDUCATION OF KNOX COUNTY, TENNESSEE** (“BOARD”), all of Knox County, State of Tennessee.

**WHEREAS**, the Board controls and operates Sam E. Hill Primary School located at 1725 Delaware Avenue (Parcel ID 081PN03401 consisting of approximately 3.44 acres) within the Lonsdale community and said property is owned in fee by the County (“Sam E. Hill property”); and

**WHEREAS**, the Board controls and operates Lonsdale Elementary School located at 1317 Louisiana Avenue (Parcel ID 081PH011 consisting of approximately 1.82 acres) within the Lonsdale community and said property is owned in fee by the County (“existing Lonsdale Elementary School property”); and

**WHEREAS**, the City owns and operates Lonsdale Park, including Lonsdale Recreation Center, located at 2700 Stonewall Street (Parcel ID 081PH001 consisting of

approximately 4.01 acres), adjacent to the existing Lonsdale Elementary School property, within the Lonsdale community ("Lonsdale Park property"); and

**WHEREAS**, on April 24, 2019, as part of its Fiscal Year 2020 Capital Plan, the Board voted in favor of the development and construction of a new Lonsdale Elementary School to include and encompass the students currently served by Sam E. Hill Primary School; and

**WHEREAS**, the County and the City also desire that a new Lonsdale Elementary School be developed and constructed to serve the children of Lonsdale, the students of Sam E. Hill, and the greater Knoxville community; and

**WHEREAS**, the County, the City, and the Board agree that it is in the best interests of the children of Lonsdale, the students of Sam E. Hill, and the greater Knoxville community that the new Lonsdale Elementary School should be constructed on both the County's existing Lonsdale Elementary School property and on the City's adjacent Lonsdale Park property; and

**WHEREAS**, the County, the City, and the Board agree that the City's Lonsdale Park property should be transferred from the City to the County so as to effectuate the design, construction, and operation of the new Lonsdale Elementary School on both the County's existing Lonsdale Elementary School property and on the City's adjacent Lonsdale Park property; and

**WHEREAS**, the County, the City, and the Board agree that, upon the closure of the Sam E. Hill Primary School, the Sam E. Hill property should be transferred from the County to the City; and

**WHEREAS**, the County, the City, and the Board agree that the benefits of a new Lonsdale Elementary School with the real property transfers described herein will include a larger facility and campus for the students and community of Lonsdale and Sam E. Hill, handicapped accessibility to the building itself, improved and accessible parking, increased fire protection, improved infrastructure adjacent to the school, and improved playground facilities; and

**WHEREAS**, the County, the City, and the Board agree that, to the maximum extent practicable, the recreational resources available in the Lonsdale community should not be diminished due to the above-described real property transfers; and

**WHEREAS**, the County, the City, and the Board agree that the above-described real property transfers provide an opportunity to work together to improve upon the recreational resources available in the Lonsdale community; and

**WHEREAS**, the County, the City, and the Board have a long-standing and mutually-beneficial relationship involving the shared use of facilities, including for athletic, cultural, educational, recreational, and other programs and events for residents of the County and the City.

**NOW THEREFORE, THE COUNTY, THE CITY, AND THE BOARD agree as follows:**

1. The City shall transfer the Lonsdale Park property to the County for the purpose of designing, constructing, and operating the new Lonsdale Elementary School.
2. Upon the City's transfer of the Lonsdale Park property and the County's closure of the same in preparation for the construction of the new Lonsdale Elementary

School, the Board shall permit public access to the Sam E. Hill property's existing school athletic facilities, school playground, and parking lot after school hours, on weekends and holidays, and during school breaks. During this period of public access, the City shall share in the responsibility for the general maintenance of the Sam E. Hill property's playground, namely opening and closing the playground during periods of public access, repairing damage caused during the playground's use by the public, and removing garbage from the playground during its use by the public.

3. The Board shall declare surplus, and the County shall transfer the Sam E. Hill property to the City as soon as reasonably practicable following the closure of Sam E. Hill Primary School for consolidation with the new Lonsdale Elementary School.

4. Upon the completion of the new Lonsdale Elementary School, the Board shall permit public access to its school athletic facilities, school playground, and parking lot after school hours, on weekends and holidays, and during school breaks.

5. The new Lonsdale Elementary School building or campus shall include within it a "recreational space" consisting of suitable office space for the City's Parks and Recreation Department and approximately 2,000 square feet of space suitable for use by the City and accessible to members of the public as a youth-serving art, education, and recreation center, which shall include, but shall not necessarily be limited to, an arts and crafts room and a multi-purpose room for dance, exercise classes, and other comparable activities. The City shall manage and have primary use of this recreational space. In addition to this recreational space, the City shall have access to the school's full-size gymnasium and restrooms, which shall be managed by the Board and be primarily used by the school. Any

“recreational space” beyond that described in this paragraph shall be subject to the discretion of the County and the Board and shall be dependent upon the availability of funds.

6. The County shall include a representative of the City designated by the Mayor of the City in the planning and design of the recreational space.

7. The County, the City, and the Board shall enter into an easement, lease, memorandum of understanding, long term partnership agreement, permissive use agreement, and/or other appropriate agreement(s) to govern the parties’ shared use of the recreational space that is substantially similar to the agreement(s) governing the said parties’ existing shared use of Christenberry Recreation Center.

8. This agreement is entirely contingent upon the approval by the City Council of the transfer of the Lonsdale Park property to the County and the approval by the County Commission and the Board of the transfer of the Sam E. Hill property to the City.

9. Nothing in the performance of this agreement shall impose any liability for claims against the County, the City, or the Board other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

10. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

11. By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.


IN WITNESS WHEREOF, the County, the City, and the Board have executed this agreement as of the below-written date.

**KNOX COUNTY, TENNESSEE**

**CITY OF KNOXVILLE**

  
\_\_\_\_\_  
Glenn Jacobs  
Mayor

10/29/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Madeline Rogero  
Mayor


12/2/19  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard Armstrong  
Law Director

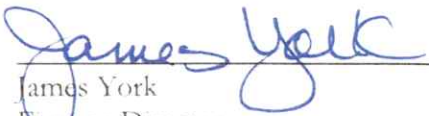
for Richard 'Bud' Armstrong

  
\_\_\_\_\_  
Charles Swanson  
Law Director

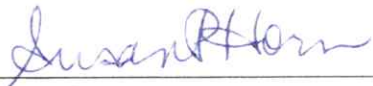
FUNDS CERTIFIED:

FUNDS CERTIFIED:


  
\_\_\_\_\_  
Chris Caldwell  
Finance Director

  
\_\_\_\_\_  
James York  
Finance Director

**KNOX COUNTY BOARD OF EDUCATION EXECUTIVE COMMITTEE**

  
\_\_\_\_\_  
Susan Horn  
Board Chair

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bob Thomas  
Director of Schools

\_\_\_\_\_  
Date