

▶ **FILE #:** 10-L-18-RZ

AGENDA ITEM #: 48

AGENDA DATE: 10/11/2018

▶ **APPLICANT:** HENRY WEISSINGER STEPHEN H. HARRISON

OWNER(S): Stephen Harrison

TAX ID NUMBER: 154 10103 154 010102

[View map on KGIS](#)

JURISDICTION: County Commission District 4

STREET ADDRESS: 910 Osprey Point Ln

▶ **LOCATION:** **South side Osprey Point Lane, west of Levens Way**

▶ **APPX. SIZE OF TRACT:** **4.04 acres**

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access via Osprey Point Lane, a local road with 20' of pavement within a 150' right of way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Tennessee River

▶ **PRESENT ZONING:** **RA (Low Density Residential and A (Agricultural))**

▶ **ZONING REQUESTED:** **PR (Planned Residential)**

▶ **EXISTING LAND USE:** **Agricultural**

▶ **PROPOSED USE:** **Single Family Residential**

DENSITY PROPOSED: **2.75 du/ac**

EXTENSION OF ZONE: Yes - PR zoning to the east

HISTORY OF ZONING: None noted

SURROUNDING LAND USE AND ZONING: North: Office / O-1 (Office, Medical, and Related Services Zone)

South: Tennessee River / F (Floodway Zone)

East: Office, Low Density Residential / OB (Office, Medical, and Related Services Zone)

West: Low Density Residential / PR (Planned Residential Zone)

NEIGHBORHOOD CONTEXT: The site is just west of the I-140 interchange with S. Northshore Dr. To the east, west and south of the site is residential development, under various zones.

STAFF RECOMMENDATION:

▶ **RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 2.75 du/ac.**

PR zoning is an extension of the surrounding zoning and density patterns, particularly from the east. It is consistent with the sector plan designation and will allow uses compatible to development to the east and in the nearby Northshore Town Center development.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. This site, which is accessed from S. Northshore Dr., is in the vicinity of other properties that are zoned PR at equal or greater densities.
2. The property is located in the Planned Growth Area on the Growth Policy Plan and is proposed for low density residential uses on the sector plan, consistent with the proposal.
3. The proposed low density residential zoning and development is compatible with the scale and intensity of the surrounding development and zoning pattern, which includes commercial/town center development to the northwest, zoned TC-1 and PC-1.
4. The request is a logical extension of zoning and density from the east and west.
5. The PR zone requires use on review approval of a development plan by MPC prior to construction. This will provide the opportunity for staff to review the plan and address issues such as traffic circulation, lot layout, recreational amenities, drainage, types of units and other potential development concerns. It will also give the opportunity for public comment at the MPC meeting.

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

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff maintains that PR is the most appropriate zone for this development.

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

1. Public water and sanitary sewer utilities are available to serve the site.
2. At the requested density of up to 2.75 du/ac on the 4.04 acres reported, up to 11 dwelling units could be proposed for the site. If developed with detached residential units, this would add approximately 54 trips to the street system and about 5 children to the school system.
3. PR zoning at the recommended density is compatible with surrounding development and should have a minimal impact on adjacent properties.

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

1. The Southwest County Sector Plan proposes low density residential uses for this property, consistent with PR zoning at up to 2.75 du/ac.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. This proposal does not present any apparent conflicts with any other adopted plans.

ESTIMATED TRAFFIC IMPACT: 54 (average daily vehicle trips)

Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 5 (public school children, ages 5-18 years)

Schools affected by this proposal: Northshore Elementary, West Valley Middle, and Bearden High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. 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.

If approved, this item will be forwarded to Knox County Commission for action on 11/19/2018. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.

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

REZONING PLAN AMENDMENT

Name of Applicant: HENNY C. WEISSINGER & STEPHEN H. HARRISON

Date Filed: 8/30/18 Meeting Date: OCTOBER 11, 2018

Application Accepted by: James Reed

Fee Amount: \$960 File Number: Rezoning 10-L-18-RZ

Fee Amount: _____ File Number: Plan Amendment _____



PROPERTY INFORMATION

Address: 910 OSPREY POINT LANE
General Location: ADJACENT TO
NORTHSHORE DRIVE + I-140

Parcel ID Number(s): 154 10103 AND
154 10102

Tract Size: 4.04 ACRES

Existing Land Use: AGRICULTURE

Planning Sector: Southwest County

Growth Policy Plan: Planned Growth

Census Tract: 57.10

Traffic Zone: 177

Jurisdiction: City Council _____ District
 County Commission 4 District

Requested Change

REZONING

FROM: FARMING A/RA

TO: PLANNED RESIDENTIAL

PLAN AMENDMENT PR

One Year Plan _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

RESIDENTIAL - SINGLE FAMILY
HOUSES

Density Proposed 2.75 Units/Acre

Previous Rezoning Requests: _____

PROPERTY OWNER OPTION HOLDER

PLEASE PRINT
Name: STEPHEN HARRISON & HENNY WEISSINGER

Company: _____

Address: 24318 HINES VALLEY RD.

City: LOUDON State: TN Zip: 37774

Telephone: 865-250-9695

Fax: _____

E-mail: TWANGERN@GMAIL.COM

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: STEPHEN HARRISON

Company: _____

Address: 24318 HINES VALLEY RD.

City: LOUDON State: TN Zip: 37774

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APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Stephen H. Harrison

PLEASE PRINT
Name: STEPHEN H. HARRISON

Company: _____

Address: 24318 HINES VALLEY RD

City: LOUDON State: TN Zip: 37774

Telephone: 865-250-9695

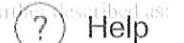
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LOT/LAND PURCHASE AND SALE AGREEMENT

Page (1 of 15)

1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,
 2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
 3 Henny C Weissinger & Stephen Harrison or their Assigns ("Buyer") agrees to buy and
 4 the undersigned seller FH Holding, LLC ("Seller")
 5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:
 6 All that tract of land known as: 910 Osprey Point Lane
 7 (Address) Knoxville (City), Tennessee, 37922 (Zip) as
 8 recorded in Knox County Register of Deeds Office,
 9 deed book(s), _____ page(s), _____ and/or instrument number and as further described as:
 10 Parcel numbers 154 10103 & 154 10102
 11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
 12 the "Property."



13 **This box must be checked to be part of this Agreement.** The full and legal description of said Property is as described
 14 in the attached "Legal Description Exhibit."

15 **A. LEASED ITEMS.** Leased items that remain with the Property (e.g. billboards, irrigation systems, fuel tank, etc.)
 16 _____ Buyer shall assume any and all lease payments as of Closing. If leases are not
 17 assumable, the balance shall be paid in full by Seller at or before Closing.

18 Buyer does not wish to assume a leased item. **(THIS BOX MUST BE CHECKED IN ORDER**
 19 **FOR IT TO BE A PART OF THIS AGREEMENT.)**

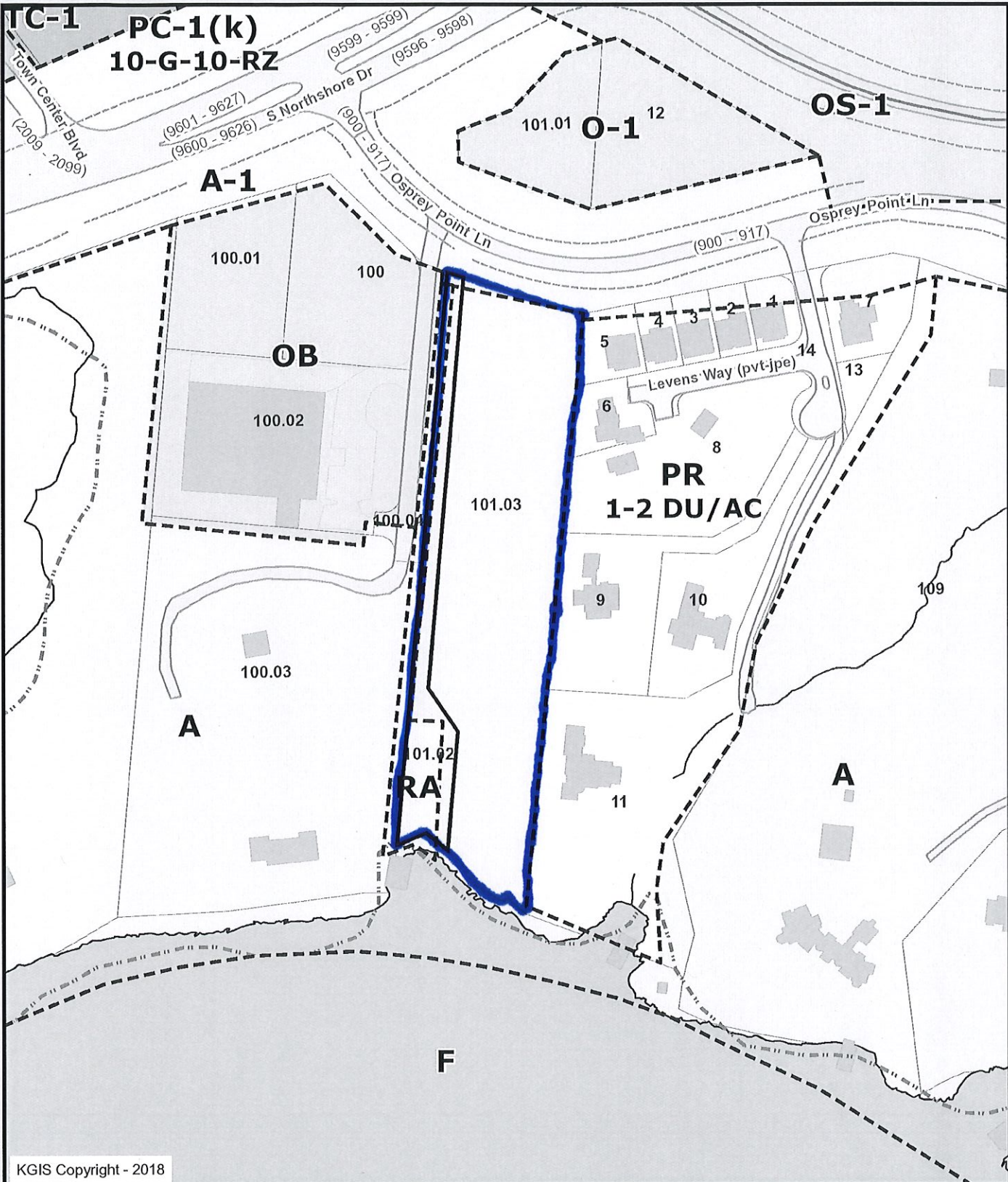
20 Buyer does not wish to assume Seller's current lease of _____; therefore,
 21 Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

22 **B. FUEL.** Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

23 **2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise
 24 provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of
 25 this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The
 26 purchase price to be paid is: \$ 1,350,000.00,
 27 One Million Three Hundred Fifty Thousand U.S. Dollars,

28 ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- 29 i. a Federal Reserve Bank wire transfer;
- 30 ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- 31 iii. other such form as is approved in writing by Seller.

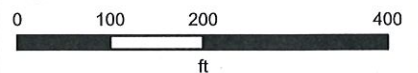


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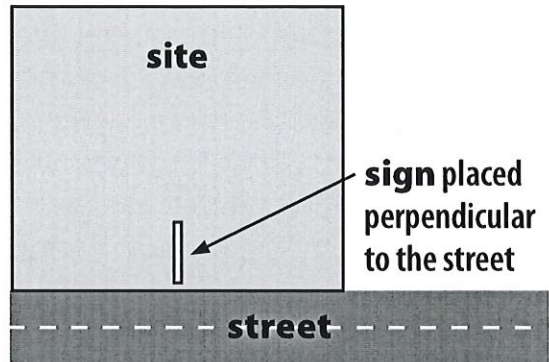
REQUIRED SIGN POSTING AGREEMENT

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

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

LOCATION AND VISIBILITY

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



TIMING

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

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

9/26/18 and 10/12/18
(15 days before the MPC meeting) (the day after the MPC meeting)

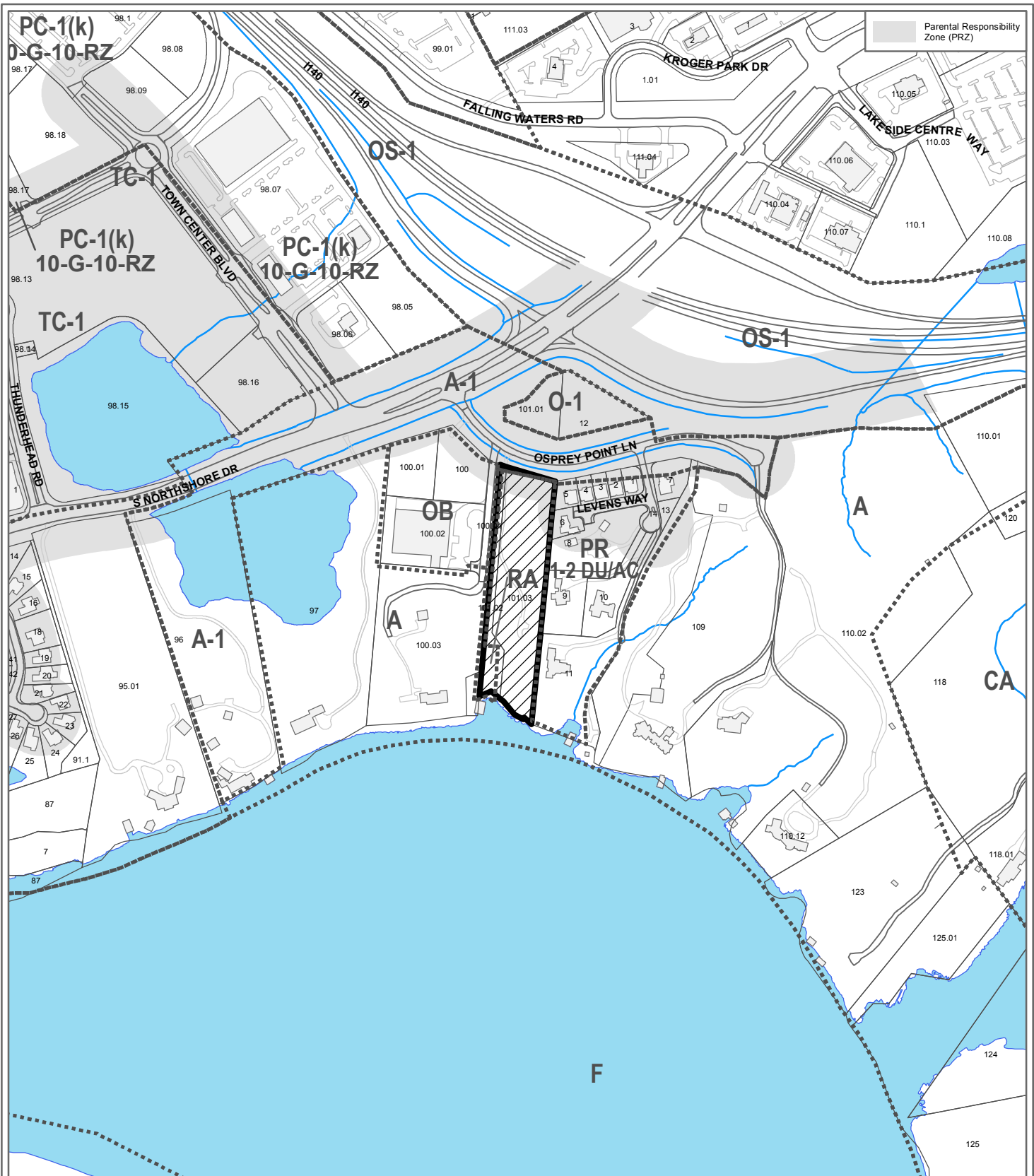
Signature: Stephen H. Harrison

Printed Name: STEPHEN H. HARRISON

Phone: 865-250-9695 Email: TWANGERH@GMAIL.COM

Date: 8/30/18

MPC File Number: 10-L-18-RZ



**10-L-18-RZ
REZONING**

From: RA (Low Density Residential and A (Agricultural))
To: PR (Planned Residential)



Petitioner: Weissinger, Henry, Stephen H. Harrison

Map No: 154
Jurisdiction: County



Original Print Date: 9/17/2018 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

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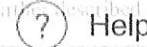
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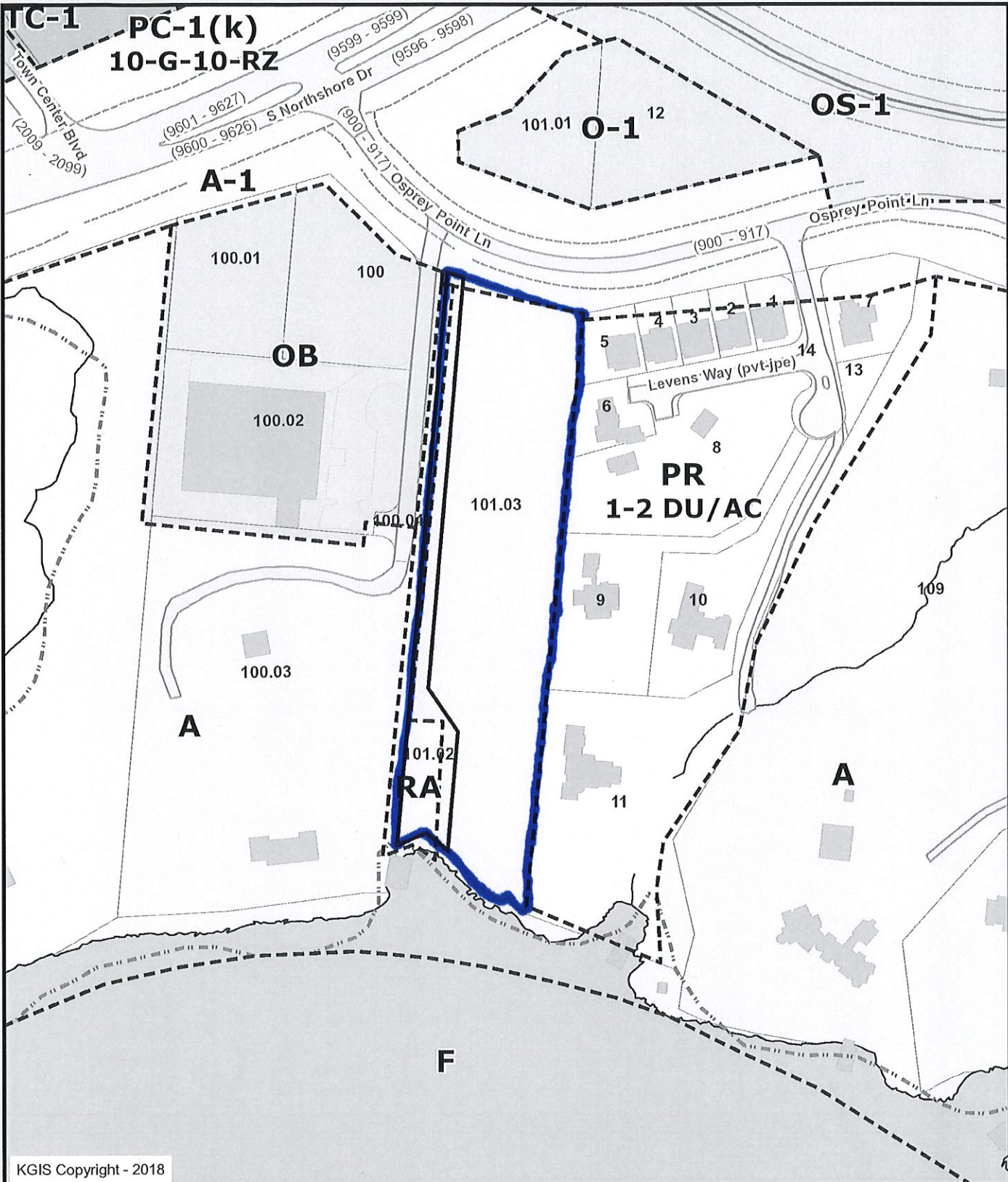
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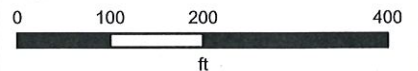


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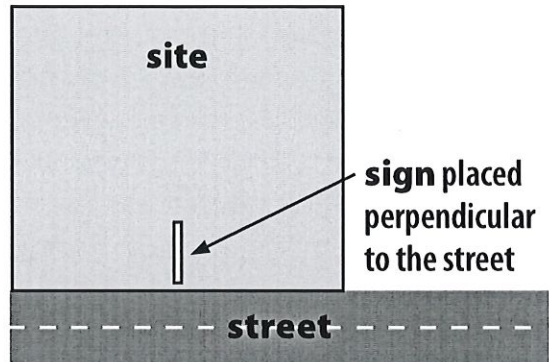
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