Petitioner: Amanda Dykstra-Wessel

Map No: 38
Jurisdiction: County
DEVELOPMENT REQUEST

DEVELOPMENT
☐ Development Plan
☐ Planned Development
☒ Use on Review / Special Use

SUBDIVISION
☐ Concept Plan
☐ Final Plat

ZONING
☐ Plan Amendment
☒ Rezoning

Applicant Name: Amanda Dykstra-Wessel

Date Filed: 2-21-2020
Meeting Date (if applicable): April 9, 2020
File Numbers(s): 4-C-20-UR

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

☐ Applicant ☐ Owner ☒ Option Holder ☐ Project Surveyor ☐ Engineer ☐ Architect/Landscape Architect

Name: Matthew Wessel
Company: Wessel crc1@gmail.com
Address: 3649 Boyd Walter's Lane
City: Knoxville
State: TN
Zip: 37931
Phone: 573-353-6237
Email: Wessel.cr1@gmail.com

CURRENT PROPERTY INFO

Owner Name (if different): Reggie & Melinda Waddell
Owner Address: 7701 Cedarcrest Rd
Owner Phone: 865-599-6309

Property Address: 3629 Neal Drive
Parcel ID: 038N0002
General Location: 115 Yeral Dr, west of Chimini Way
Tract Size: 1.18 acres

Jurisdiction (specify district above): CA (General Business)
City ☐ County ☒
Zoning District: Planned Growth

Planning Sector: North County
Sector Plan Land Use Classification: Hallsdale Powell
Growth Policy Plan Designation: Hallsdale Powell

Existing Land Use: 
Septic (Y/N): 
Sewer Provider: Hallsdale Powell
Water Provider: Hallsdale Powell
REQUEST

☐ Development Plan  ✔ Use on Review / Special Use
       ☐ Residential  ☑ Non-Residential

☐ Home Occupation (specify):
       ʌ Other (specify): Vet Clinic, no boarding, no grooming

☐ Proposed Subdivision Name

Unit / Phase Number

☐ Parcel Change

☐ Combine Parcels  ☐ Divide Parcel  Total Number of Lots Created:

Other (specify):

Attachments / Additional Requirements

☐ Zoning Change:
       Proposed Zoning

☐ Plan Amendment Change:
       Proposed Plan Designation(s)

☐ Proposed Property Use (specify)

Proposed Density (units/acre)

Previous Rezoning Requests

☐ Other (specify):

STAFF USE ONLY

PLAT TYPE

☐ Staff Review  ☐ Planning Commission

ATTACHMENTS

☐ Property Owners / Option Holders  ☐ Variance Request

ADDITIONAL REQUIREMENTS

☐ Design Plan Certification (Final Plat only)
☐ Use on Review / Special Use (Concept Plan only)
☐ Traffic Impact Study

FEE 1: 0401  1500.00

FEE 2:  

FEE 3:  

TOTAL: 1500.00

AUTHORIZATION

By signing below, I certify I am the property owner, applicant or the owners authorized representative.

Applicant Signature: Amanda Dykstra-Wessel  Date: 2-21-2020

Please Print: Amanda. dykstra@utk.edu

Phone Number: 865-406-7372  Email:

Staff Signature: Sherry Nyachungi  Date: 2-21-2020

Please Print: Sherry Mchuenzi
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This AGREEMENT entered into as of the 4th day of February, 2020,

Reggie Waddell & Melinda Waddell (hereinafter referred to as "Seller") and

Amanda D. Dykstra-Wessel & Matthew B. Wessel, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located at 3629 Neal
Drive, Knoxville, Knox County, Tennessee, which Buyer desires to purchase; and

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase
from Seller said real property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. Agreement to Sell and Purchase Property. Seller agrees to sell and convey to Buyer by
good and valid general warranty deed, and Buyer agrees to purchase from Seller, real property at
3629 Neal Drive, Knoxville, Knox County, Tennessee, containing 1.18 acres (more or less),
more particularly described in Exhibit A, attached hereto (the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Three
Hundred Thousand Dollars ($300,000).

3. Payment of the Purchase Price. The Purchase Price for the Property shall be paid as
follows:

1. Buyer shall, on or before February 10, 2020, concurrently with the execution hereof, pay
to SouthEast Title Company (3232 Tazewell Pike) Two Thousand Dollars ($2,000), such sum to
be treated as earnest money (the "Earnest Money") and applied against the Purchase Price at the
Closing;
2. The remainder of the Purchase Price (approximately $298,000) shall be paid by the delivery at Closing of Seller's [non-recourse] deed of trust encumbering the Property.

3. **Closing.** The consummation of the transactions contemplated herein (the "Closing") shall be held on March 6, 2020 (the "Closing Date") at the office of SouthEast Title, 3232 Tazewell Pike, Knoxville, TN 37918, 865-689-6268, at a time mutually agreeable to the parties.

4. **Taxes.** Real property taxes for 2020 shall be prorated to the Closing Date and a credit given to Buyer for that portion of 2020 taxes attributable to Seller. If the amount of 2020 taxes are not known at the Closing Date, the proration shall be based upon 2019 taxes, and as soon as the actual amount of 2019 taxes becomes known, Seller agrees to pay Buyer any deficiency, or Buyer agrees to pay Seller any excess, as the case may be, between the amount allocated to Seller at Closing and the actual amount of 2020 taxes properly allocable to Seller. Buyer assumes and agrees to be responsible for the payment of 2020 taxes. Taxes for 2019 and all prior years shall be paid by Seller.

5. **Warranty.** Seller hereby warrants to Buyer that it has good right to convey the Property by general warranty deed, free and clear of all lien and encumbrances.

6. **Title Insurance.** Seller agrees to make application to [Title Insurance Company TBD] [a title insurance company reasonably acceptable to Buyer] for title insurance on the Property and shall furnish title insurance showing good and valid title to Buyer. If, after examination, the title is found insurable, the Buyer hereby agrees to accept the title policy issued by such company in its usual form, and is agreed that such report shall be conclusive evidence of good title, otherwise, the Earnest Money shall be refunded to Buyer. If the aforesaid report on title discloses any defect in the title, the Seller shall have fifteen (15) days from the date which such report bears within which to cure such defects and to furnish such policy or a later report.
showing good title as aforesaid. In the case that the Seller shall fail within the time provided to furnish evidence of title as herein required or cure any material defects in the title, this contract shall, at the option of the Buyer, become inoperative and be canceled; and in case of defect in title (other than liens for a definite ascertainable sum), if the Seller shall notify Buyer in writing that he cannot cure such defect, then, unless the Buyer elects within five (5) days from the last mentioned notice to take the title subject to such defect, this contract shall, at the option of the Seller, likewise become inoperative and be canceled.

[#7 only if Buyer is corporation or partnership]

7. Opinion of Buyer's Counsel. Buyer shall deliver to Buyer, in form and substance satisfactory to counsel for Seller, stating generally that the Buyer is a [corporation/partnership] validly existing and in good standing under the laws of the State of Tennessee and that this Agreement, the Note, and the Deed of Trust, have been duly authorized by all necessary [corporation/partnership] action on behalf of Buyer and that such documents constitute legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

8. Closing Costs. Seller shall pay the cost of title insurance required by Section 7 above, and all costs of compliance with this Agreement by Seller. All other costs of Closing, including recording fees and transfer taxes, and costs of compliance with this Agreement by Buyer, shall be borne by Buyer.

9. Commissions. Seller agrees to pay brokers commissions of 6% with 3% to listing broker NAI Koella Moore, and 3% to selling broker Holrob Commercial Realty.

10. Misc. If seller is going to sell items from current business, Seller shall give Buyer first option to purchase. Items included in the sale are: dental units, autoclave, and x-ray.
11. **Remedies for Default.** In the event of a default by Buyer in the performance of its obligations pursuant to this Agreement, including but not limited to strict compliance with Paragraph 3 hereof, Seller shall be entitled to retain all Earnest Money paid hereunder, as liquidated damages, and shall have no further remedy for such default.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to the Property, superseding all prior agreements. This Agreement may not be modified except by an instrument in writing signed by both of them.

13. **Benefit.** This Agreement shall be binding upon, and inure to the benefit of, the respective legal representatives, successors, and assigns of the parties hereto.

14. **Construction.** This Agreement has been executed in the State of Tennessee and shall be construed in accordance with the laws of the State of Tennessee.

15. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature to each such counterpart were upon the same instrument.

16. **Section Headings.** The article or section headings of this Agreement are for convenience of reference only and do not form a part thereof and do not in any way modify, interpret or construe the intentions of the parties.

17. **Attorney's Fees.** In the event of litigation arising out of this Agreement, the prevailing parties shall be entitled to recover, in addition to the relief granted, all costs incurred, including a reasonable attorney's fee.

18. **Notices.** Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by prepaid registered or certified mail, with return receipt requested, addressed as follows:
If to Seller:

3629 Neal Drive
Knoxville, TN 37918
Attention: Reggie & Melinda Waddell

If to Buyer:

3649 Boyd Walters Ln
Knoxville, TN 37931
Attention:
Amanda Dykstra-Wessel & Matthew B. Wessel

The date of any such notice and of service thereof shall be the day of receipt. Any party may change its address for the purpose of notice by giving notice in accordance with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date and year first above written.

[Signature]

SELLER: Reggie Waddell

By: ____________________________

Title: ____________________________

[Signature]

BUYER:

[Signature]

By: ____________________________
Title: ____________________
REQUIRED SIGN POSTING AGREEMENT

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

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

LOCATION AND VISIBILITY

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

TIMING

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

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

March 25 (Wed) and April 10 (Fri)

(15 days before the Planning Commission meeting)  (the day after the Planning Commission meeting)

Signature: 

Printed Name:  

Amanda Dykstra Wessel

Phone:  

Email:  

Date:  

2-21-2020

File Number:  

4-C-20-UR

REVISED MARCH 2019