BOARD OF ZONING APPEALS APPLICATION

Click on Meeting Schedule, Deadlines and Fees for information on submitting an application to be heard at a monthly Board meeting.

APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Name: Aaron Tomlinson</th>
<th>APPLICANT IS:</th>
<th>THIS PROPOSAL PERTAINS TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address: 7832 Pelleaux Rd</td>
<td>Contractor ✔</td>
<td>New Structure ☐</td>
</tr>
<tr>
<td>City, State, Zip: Knoxville, TN, 37938</td>
<td>Tenant ☐</td>
<td>Modification of Existing Structure ☐</td>
</tr>
<tr>
<td>Phone Number: 865-414-1372</td>
<td>Other ☐</td>
<td>Off Street Parking ☐</td>
</tr>
<tr>
<td>Email: <a href="mailto:ajt603@hotmail.com">ajt603@hotmail.com</a></td>
<td></td>
<td>Signage ☐</td>
</tr>
</tbody>
</table>

THIS IS A REQUEST FOR:

☑ Zoning Variance (Building Permit Denied) ☐ Extension of Non-Conforming Use/or Structure
☐ Appeal of Administrative Official's Decision ☐ Map Interpretation

PROPERTY INFORMATION

Street Address : 3308 Barton St
See KGIS.org for Parcel #: 069MD055
City, State, Zip: Knoxville, TN, 37917
and Zoning District: RN-2 IH

VARIANCE REQUIREMENTS

City of Knoxville Zoning Ordinance Article 7, Section 2
The City of Knoxville Board of Zoning Appeals shall have the power and authority to grant variances from terms of this ordinance according to the procedure and under the restrictions set out in this section.
The purpose of the variance is to modify the strict application of the specific requirements of this ordinance in the case of exceptionally irregular, narrow, shallow or steep lots, or other exceptional physical conditions, whereby such strict application would result in practical difficulty or unnecessary hardship which would deprive an owner of the reasonable use of his land. The variance shall be used only where necessary to overcome some obstacle which is preventing an owner from using his property as the zoning ordinance intended.

DESCRIPTION OF APPEAL

Describe your project and why you need variances.

Property owner of 3308 Barton Street built an addition to his shed, encroaching onto the land of K.U.B. many years ago. Mr. Clark is purchasing the ground underneath the shed from K.U.B. which will require a variance reducing the minimum left and right side setback to 0.5' and the rear minimum setback to 0.1' for an accessory structure.

Describe hardship conditions that apply to this variance.

K.U.B. is only willing to sell the ground under the accessory building footprint.

APPLICANT AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request and that all owners have been notified of this request in writing.

APPLICANT'S SIGNATURE: Aaron Tomlinson
Digitally signed by Aaron Tomlinson
Date: 2020.04.18 17:21:06 -04'00'
DATE: 4/18/20

REVISED
1) Reduce the minimum rear setback for a detached accessory structure from 5' to .1' to plat a lot for a single family residence in an RN-2/IH zone. (Article 10.3.5)

2) Reduce the minimum left side setback for a detached accessory structure from 5' to .1' to plat a lot for a single family residence in an RN-2/IH zone. (Article 10.3.5)

3) Reduce the minimum right side setback for a detached accessory structure from 5' to .4' to plat a lot for a single family residence in an RN-2/IH zone. (Article 10.3.5)

4) Reduce the minimum interior side setbacks from 15' combined to 13.3' combined to plat a lot for a single family residence in an RN-2/IH zone. (Article 4.3.A Table 4-1)

5) Increase the maximum size of a single detached accessory structure from 750 square feet to 1,839 square feet to plat a lot for a single family residence in an RN-2/IH zone. (Article 10.3.A.6 Chart)

6) Increase the maximum size of the combination of all detached accessory structures from 1,839 square feet (building coverage of primary structure) to 2,017 square feet to plat a lot for a single family residence in an RN-2/IH zone. (Article 10.3.A.6 Chart)

7) Increase the maximum building coverage from 30% to 53% to plat a lot for a single family residence in an RN-2/IH zone. (Article 4.3.A Table 4-1)

8) Increase the maximum impervious coverage from 40% to 78% to plat a lot for a single family residence in an RN-2/IH zone. (Article 4.3.A Table 4-1)
Please find District 18’s comments below:

5A20VA: No Comment
5B20VA: No Comment
5D20VA: No Comment
5F20VA: No Comment
5G20VA: No Comment
5I20VA: No Comment

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**From:** Juliana LeClair <JLeClair@knoxxvilletn.gov>
**Sent:** Thursday, April 30, 2020 10:31 AM
**To:** Steve Borden <Steve.Borden@tn.gov>
**Subject:** [EXTERNAL] BZA May Applications

***This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security.***

Hello,

Please see the attached BZA applications for May. Please provide your team’s response by Thursday, 5/14/20.

Thank you,

Juliana LeClair - Principal Secretary
Plans Review & Building Inspections Department
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into by and between KNOXVILLE UTILITIES BOARD, a municipal utility organized and existing pursuant to the Charter of the City of Knoxville, Tennessee ("Seller") and BILL R. CLARK, whose address is 3308 Barton Street, Knoxville, Tennessee ("Purchaser").

Recitals

WHEREAS, Seller owns a parcel of real property consisting of approximately two (2) acres with frontage along Fairmont Boulevard and extending an approximate depth of 850 feet to its southern boundary, and which is further identified as Parcel 60 in Group D on Tax Map 069M in Knox County, Tennessee; and

WHEREAS, Purchaser seeks to acquire from Seller an approximately 933 square foot portion of the Seller’s parcel (the “Sale Property”), said Sale Property being immediately adjacent to the rear boundary of Purchaser’s parcel at 3308 Barton Street, Knoxville, Tennessee, as shown on the survey drawing by Scott W. Ulmstead dated June 3, 2019 and attached hereto as Exhibit A; and

WHEREAS, Purchaser desires to purchase the Sale Property from Seller, and Seller is willing to sell and convey the Sale Property to the Purchaser, pursuant to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the purchase price and other good and valuable consideration, the parties hereby agree as follows:

1. Effective Date. This Agreement shall be legally binding on the date that it is executed by the party last to sign the Agreement (the “Effective Date”). The last party to sign this Agreement shall provide notice to the other party of the Effective Date.

2. Transaction. Subject to the terms and other conditions of this Agreement, Seller agrees to sell and Quit Claim to Purchaser, and Purchaser agrees to purchase the Sale Property from Seller, at the price and upon the terms and conditions set forth in this Agreement.

3. Purchase Price. The Purchase Price for the Sale Property shall be Five Hundred Dollars and No Cents ($500.00) (the “Purchase Price”). The Purchase Price shall be paid at Closing.

4. Pro-rations. Real property taxes (or payments in lieu of taxes), if applicable, for the year in which the Closing occurs shall be prorated between Seller and Purchaser as of the date of Closing, with Seller responsible for any real property
taxes (or in lieu of taxes) attributable to the period prior to Closing, if applicable, and Purchaser responsible for real property taxes attributable to the period from and after Closing.

5. **Title.** This conveyance shall be pursuant to Quit Claim Deed, and shall be subject to all matters of record in the Register of Deeds Office for Knox County, Tennessee, and/or as shown on the Final Plat to be prepared in conjunction with this transaction.

6. **No Warranties and Representations.** Seller makes no warranties or representations whatsoever, either express or implied, with respect to the adequacy, condition, safety, reliability, merchantability, suitability or adaptability of the Sale Property or any ingress or egress to the Sale Property. Purchaser shall rely upon its own investigation and assessments of the environment and other conditions of the Sale Property rights to be acquired by Purchaser under this Agreement. Purchaser shall accept transfer of this Sale Property “AS-IS” with all faults.

7. **Conditions to Closing.** Closing of the transfer contemplated herein is conditioned upon completion, prior to closing, of the following:

   a. A replatting of the Seller’s Parcel and Purchaser’s Parcel to reflect the Sale Property to be completed and paid for by the Purchaser, according to all requirements of Knox County, the City of Knoxville, and the Metropolitan Planning Commission;

   b. A Resolution by Knoxville Utilities Board declaring the Sale Property surplus and approving the transfer the Sale Property to the Purchaser.

   c. Reimbursement by Purchaser to Seller of the cost of appraisal services by Ben A. Broome, MAI, dated June 13, 2011, in the amount of $1,200.00. A copy of the invoice for appraisal services is attached as Exhibit B.

8. **Closing.** Closing shall occur on or before sixty (60) days following the Effective Date; provided, however, that the date for Closing may be extended by a mutual written agreement between Seller and the Purchaser. Closing shall occur at such place and time as mutually agreed upon by Seller and Purchaser, and it shall not be necessary that the parties conduct the Closing at a singular location. At Closing, Seller shall deliver, or cause to be delivered, the Quit Claim Deed, and Purchaser shall deliver the Purchase Price to close the transaction.

9. **Fees and Expenses.** Each party will be responsible for all fees, costs, expenses, including attorney fees, incurred directly by such party in connection with or relating to the negotiation, drafting and compliance with this Agreement. Purchaser shall be responsible for all costs in connection with any title examination it conducts, due diligence investigation of the Sale Property, the preparation of the Quit Claim Deed, and all other recording fees and transfer taxes associated with the Quit Claim Deed.
10. **Representatives.** Neither Purchaser nor Seller has been represented in this transaction contemplated by this Agreement by a broker or real estate agent. Neither Seller nor Purchaser shall be responsible for paying any commission or fee owed to a broker except as each may specifically bind itself in writing. Seller and Purchaser each represent to the other that no broker, finder or other party has represented Purchaser or Seller with respect to this Agreement or the transaction contemplated hereby.

11. **Successors and Assigns.** Purchaser shall not have any right to assign this Agreement without prior written consent of Seller.

12. **Waiver and Modification.** This Agreement may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Seller and Purchaser, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner effect their right at a later time to enforce the same.

13. **Notices.** All Notices and other communications hereunder shall be in writing and shall be sent by United States Mail, recognized courier service and, in addition, but not in lieu of, by electronic mail and shall be sent to the following addresses or such other addresses as may be designated from time to time.

   **As to Seller:**
   Knoxville Utilities Board  
   c/o Michelle Wilson, Manager of Procurement  
   P.O. Box 59017  
   Knoxville, Tennessee 37950-9017

   **With a copy to:**
   J. William Coley  
   Hodges, Doughty & Carson, PLLC  
   P.O. Box 869  
   Knoxville, Tennessee 37901  
   E-mail: bcoley@hdclaw.com

   **As to Purchaser:**
   Bill R. Clark  
   3308 Barton Street  
   Knoxville, TN 37917
With a copy to: Robert Cole
Wortley & Cole
3715 Powers Street
Knoxville, Tennessee 37917
E-mail: bobcoleesq@yahoo.com

14. Governing Law. This Agreement shall be governed by and construed and
enforced in accordance with the laws of the State of Tennessee.

15. Entire Agreement. This Agreement is the entire Agreement and the
understanding of the parties with respect to the transaction contemplated hereby
and supersedes all prior agreements, arrangements, and understandings related to
the subject matter hereof.

16. Time of the Essence. Time is of the essence in the performance of this
Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the
Effective Date.

SELLER:

KNOXVILLE UTILITIES BOARD

By: [Signature]

Its: [Title]

Date: [Date]

PURCHASER:

[Signature]

BILL R. CLARK
3308 Barton Street
Knoxville, TN 37917
Date: [Date]