

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: March 13th, 2018
SUBJECT: Annexation Request - [Amended](#)

BACKGROUND:

The City of Morristown is currently working in tandem with the developer of 'The Downs at Wallace Farms' at Exit 8 to annex Hamblen County Tax Parcel ID # 032057 11604, which is comprised of three separate lots. The lots were created with the construction of Progress Parkway for the East Tennessee Progress Center. The northern most lot behind the existing Weigel's convenience store and Steeplechase Lane is being prepared to accommodate a truck refueling center.

Annexation of this 25 acre parcel will fill in much of that area still not incorporated between Quarterhorse Trail to the east (behind the former Hardee's location, Days Inn and Regency Inn) and Otis USA. As the greater part of this area is zoned HI (Heavy Industrial), Staff would recommend that the property be zoned the same upon its effective annexation date as opposed to designating the property with a 'holding' zoning designation as is often the process.

Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs. No additional right-of-way is to be included. No additional Fire or Police personnel will be required at this time.

RECOMMENDATION:

Staff is in favor of this annexation and zoning designation and would ask that the Planning Commission forward it on to City Council for approval.



PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED IN THE DOWNS AT WALLACE FARMS DEVELOPMENT AT EXIT 8;

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Tax Parcel ID # 057 11604 000, which includes 24.80+/- acres as shown in Deedbook 1160, page 28 (as attached to this document),

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be HI (Heavy Industrial).

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet may be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2018.

Mayor
ATTEST:

City Administrator

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for the considerations hereinafter recited, we, the undersigned, DHARMESH PATEL and wife, ASHA PATEL, have this day bargained and sold, and by these presents does hereby bargain, sell, transfer and convey unto WALLACE PROPERTIES, LLC, its successors and assigns, in fee simple forever, the following described real estate:

SITUATE in the First Civil District of Hamblen County, Tennessee and being more particularly described as follows:

To find the point of beginning begin at a new iron rod set in the western margin of the right-of-way of Davy Crockett Parkway, U.S. Highway 25-E corner with the undersigned Patel (Record Book 1041, page 36) and Grantee (Deed Book 347, page 96); thence, with the common boundary line of the undersigned and Grantee south 88 deg. 47 min. 45 sec. west 209 feet to a new iron rod the point of beginning; thence, from said point of beginning with the line of John D. Wallace north 11 deg. 42 min. 36 sec. east 209 feet to a new iron rod corner with Wallace Properties; thence, with Wallace Properties south 88 deg. 47 min. 45 sec. west 293.97 feet to a post; thence, still with the Wallace Properties south 31 deg. 48 min. 8 sec. east 236.67 feet to a new iron rod corner with Patel; thence, with the line of Patel north 88 deg. 47 min. 45 sec. east 126.79 feet to the point of BEGINNING, and containing .984 acres according to survey of Billy G. Knight, Tennessee RLS No. 1375, P. O. Box 13, White Pine, Tennessee, 37890 dated May 4, 2005.

The foregoing parcel is landlocked but adjoins property of the Grantee fronting on Davy Crockett Parkway, U.S. Highway 25-E.

BEING a part of the property conveyed the undersigned Dharmesh Patel and wife, Asha Patel at Record Book 1041, page 36 Register's Office of Hamblen County, Tennessee.

THIS CONVEYANCE is made subject to existing easements for telephones and utilities.

TO HAVE AND TO HOLD unto the said WALLACE PROPERTIES, LLC, its successors and assigns, in fee simple forever, the above described real estate, together with the improvements thereon, and the hereditaments and appurtenances thereunto appertaining.

AND WE HEREBY COVENANT with the said WALLACE PROPERTIES, LLC, its successors and assigns, that we are lawfully seized and possessed of said real estate, that we have a good and valid right to sell and convey the same; that said real estate is free from all encumbrances, except the current taxes, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The consideration for this sale and conveyance is a good and sufficient consideration, the receipt of which is hereby acknowledged.

THIS INSTRUMENT PREPARED BY:
Bacon, Jessee, Perkins & Jessee
1135 West Third North Street
Morristown, Tennessee 37814-3891

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument, preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. (ms)

ASSESSOR OF PROPERTY
J. Keith Ellis NG
Rt
DIST / MAP 57 GR PCL 117-01

This the 31st day of January, 2005.

Dharmesh Patel

DHARMESH PATEL

Asha Patel

ASHA PATEL

BK/PG: 1160/28-29
06142133

1. PS : AL - WARRANTY DEED	
SERIAL#	23059
DATE/TIME	01/31/2006 - 02:00 PM
VALUE	50800.00
MOYTAGEE TAX	0.00
TRANSFER TAX	185.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	198.00

STATE OF TENNESSEE, HAMBLEN COUNTY
JIM CLAWSON
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, a Notary Public in and for the state and county aforesaid, DHARMESH PATEL and wife, ASHA PATEL, with whom I am personally acquainted, and who acknowledged they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county this 31st day of January, 2006.

Md Ypps
NOTARY PUBLIC

My commission expires: 11-03-07



Wallace Properties LLC 5650 South
NAME AND ADDRESS OF PROPERTY OWNERS(S)

Ray Creppitt Parkway
Morristown TN 37813
NAME AND ADDRESS OF PERSON(S) RESPONSIBLE FOR PAYMENT OF TAXES

pt 2 57 / 117.01
TAX PARCEL IDENTIFICATION NO.

I hereby swear or affirm that the actual or true value of this transfer, whichever is greater is \$ 50,000.00

[Signature]
Affiant

Subscribed and sworn to before me this 31st day of January, 2006.

Md Ypps
NOTARY PUBLIC

My commission expires: 11-03-07



THIS INSTRUMENT PREPARED BY:
Bacon, Jessee, Perkins & Jessee
1135 West Third North Street
Morristown, Tennessee 37814-3891

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument, preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. (ms)

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: March 13th, 2018
SUBJECT: Annexation Request - [Amended](#)

BACKGROUND:

The City of Morristown is currently working in tandem with Mrs. Linda Robinson who is the property owner of 1755 Howard Allen Road, Hamblen County Tax Parcel ID #061 005.01, to purchase and annex said property into the corporate limits of Morristown with a zoning designation of HI (Heavy industrial).

Annexation of this 3.85 acre parcel will fill one of two gaps within the City's East Tennessee Progress Center located adjacent to Exit 8 and 'The Downs' development in south Morristown. The East Tennessee Progress Center (ETPC) is a 900 acre industrial park started in mid-1990's, hence, Staff's request to recommend industrial zoning upon annexation rather than rezone the property at a later date.

The dwelling and accessory structures currently in place will be razed to make way for the extension of Progress Parkway from its current terminus behind Kock Chicken. Howard Allen Road will also be abandoned in full (that portion currently within the City) to provide access north for the Progress Parkway extension.

Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs. No additional right-of-way is to be included. No additional Fire or Police personnel will be required at this time.

RECOMMENDATION:

Staff is in favor of this annexation and zoning designation and would ask that the Planning Commission forward it on to City Council for approval.



PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED WITHIN THE EAST TENNESSEE PROGRESS CENTER;

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Tax Parcel ID # 032061 00501 which includes 3.84+/- acres as shown in Deedbook 233, page 483 (as attached to this document),

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be HI (Heavy Industrial).

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet may be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2018.

Mayor
ATTEST:

City Administrator

ASSESSOR OF PROPERTY

Clyde Thompson

KNOW ALL MEN BY THESE PRESENTS,

that for the considerations hereinafter recited, I, the undersigned MAUDE BROGAN, unmarried

have this day bargained and sold, and by these presents do hereby bargain, sell, transfer, and convey unto LINDA A. ROBINSON

and to her heirs and assigns, in fee simple forever, the following described real estate:

SITUATE in the Fifth Civil District of Hamblen County, Tennessee, to-wit:

BEGINNING at a post in the southern margin of Allen Road, corner with Howard; thence, with the edge of said road S 65° 45' W 256.86 feet to an iron pin, corner with other lands of Brogan; thence, with the line of Brogan S 17° 07' E 619.5 feet to a stake; thence, N 68° 11' E 199.2 feet to a rock; thence, N 69° 26' E 78.97 feet to a rock, corner with Howard; thence, with the line of Howard N 19° 09' W 630.7 feet to the point of BEGINNING, containing 3.84 acres, more or less, according to a survey prepared by W. H. Brittain, Civil Engineer, dated March 26, 1974.

BEING a part of the same real estate conveyed to the undersigned by deed of W. S. McGlamery et ux, dated September 11, 1934 and of record in the Register's Office for Hamblen County, Tennessee in Deed Book 79, Page 8.

The southwestern corner of the above described real estate is located in Jefferson County, Tennessee.

The Grantor herein is the owner of a well, which said well is adjacent to the above described property. There is also transferred and conveyed herewith water rights to the said well, as well as a right of ingress and egress across the Grantor's property so that Grantee herein may build, construct, lay and maintain a pipe line from the well and across the Grantor's property to the Grantee's property line. At such time as the Grantee connects to the well and begins to use water, Grantee will then become liable for one-half of the cost of the maintenance of the well, the well pump, and the electric utility bill for the operation of the pump. The Grantor will not permit others to hook onto this well without the express permission of the Grantee. This agreement shall be binding upon the Grantor, Grantee, and their heirs and assigns.

RECEIPT NO. 1524
FILED 8:30 A.M.
DATE April 5, 1974
REGISTER OF DEEDS
MORRISTOWN, TENNESSEE
TRANSFER TAX \$ 13.00
MORTGAGE TAX .50
REG. FEE 4.00
RECORDING FEE 17.50
TOTAL \$ 35.00

This instrument prepared by
BACON, DUGGER & JESSEE, ATTY'S.
209 EAST MAIN STREET
MORRISTOWN, TENNESSEE

PERSON OR AGENCY RESPONSIBLE FOR
PAYMENT OF TAXES:

LINDA A. ROBINSON
(Name of Person or Agency)

RD. 4 MORRISTOWN, TENN.
(Address of Above Party)

I hereby swear or affirm that the actual or true value of this transfer, which is greater than \$5,000.00, is \$5,000.00.
Affiant: Maude A. Brogan
Subscribed and sworn to before me this 4th day of April, 1974

Notary Public Maude A. Brogan
Comm. expires 10-19-75

TO HAVE AND TO HOLD unto her, the said
LINDA A. ROBINSON

and unto her heirs and assigns, in fee simple forever, the above described
real estate, together with the improvements thereon, and the hereditaments and
appurtenances thereunto appertaining.

AND I HEREBY COVENANT with the said LINDA A. ROBINSON

and with her heirs and assigns, that I am lawfully seized and possessed
of said real estate; that I have a good and valid right to sell and convey the
same; that said real estate is free from all encumbrances

and that I will forever warrant and defend the title thereto against the lawful
claims of all persons whomsoever.

The consideration for this sale and conveyance is as follows; a good and sufficient
consideration, the receipt of which is hereby acknowledged.

WITNESS my hand this 27th day of MARCH, 1974.

Maude Brogan
MAUDE BROGAN

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Before me, a Notary Public, in and for the State and County aforesaid, personally
appeared MAUDE BROGAN

the within named bargainor, with whom I am personally acquainted, and who
acknowledged that she executed the within instrument for the purposes therein
contained.

Witness my hand and official seal at office in said County this the 27th day of
MARCH, 1974.

Herbert M. Bacon
Notary Public

My Commission expires: 12-11-1974

