

1. Call To Order
2. Roll Call
3. Minutes
 - 3.1. February 23, 2016 Planning Commission Minutes

Documents:

[FEBRUARY MINUTES.PDF](#)

4. Business Session
5. Hearing Procedures
6. Requests
 - 6.1. Kilbourne CUP C-16-04-01

Documents:

[KILBOURNE C-16-04-01.PDF](#)

- 6.1.i. Richie CUP/Variance

Documents:

[RICHIE C-16-04-02.PDF](#)

- 6.1.i.1. Wilson CUP/Variance

Documents:

[WILSON C-16-04-03.PDF](#)

7. First Reading

MINUTES

The Carroll County Planning Commission

Tuesday, February 23, 2016

6:30 PM

David Perry Administration Building

423 College St.

Carrollton, GA 30117

- I. Call to Order. Chairman Doyal called the meeting to order at 6:30 PM.
- II. Roll Call. The County Zoning Administrator called the roll.
 - a. Present:
 - i. Chairman Jerry Doyal
 - ii. Vice-Chairman Keith Taylor
 - iii. Commissioner Jerry Driver
 - iv. Commissioner Cassie Marshall
 - v. Commissioner Warren Powell
 - b. Absent:
 - i. Commissioner Terry Agne
 - ii. Commissioner Deaidra Wilson
- III. Approval of January 26, 2016 Minutes.
 - a. Unanimously approved; Motion by Vice-Chairman Taylor, Second by Commissioner Driver.
- IV. Business Session. Cancellation of March 22, 2016 Meeting
 - a. The March Meeting was cancelled, due the cancellation of the April Meeting of the Board of Commissioners. Motion; Vice-Chairman Taylor, second by Commissioner Powell, all in favor.
- V. Hearing Procedures.
 - a. Chairman Doyal reviewed the Hearing Procedures, copies of which were provided and made part of the Minutes by reference.
- VI. Public Hearing and Comment regarding Amendments to the Planned Unit Development section of the Carroll County Zoning Ordinance-County Attorney, Cynthia Daley
 - a. Chairman Doyal opened the Public Hearing on proposed changes to the Planned Unit Development section of the Zoning Ordinance. There were no comments made. Chairman Doyal then closed the Public Hearing.
- VII. Requests.
 - a. C-16-01-03 for a Conditional Use Permit requesting use of an Agriculture-zoned parcel to be used for a Bed and Breakfast and to include the addition of three (3) outbuildings to be used in conjunction at 2377 S. Van

Wert Rd., Villa Rica, GA 30180. Tax Parcel 149-0035, Land Lot 124, 6th District. Dan Christner: Owner/Applicant

- i. Dan Christner spoke in favor of the request. Mr. Christner stated many concessions and changes had been made to his request, since the previous meeting. Including; reducing the number of cabins from four to three, changing the request to a bed and breakfast from a wedding venue and moving the cabins further away from neighbors.

Speaking in opposition was Paula Duncan; 95 Lakeview Dr., Karen Hartley, 2367 South Van Wert Road, and Roc Hughes, 90 Lakeview Dr. Mrs. Duncan stated concerns over the use of cabins not meeting a typical definition of a bed and breakfast and lack of information regarding specifics of the proposal. Mrs. Hartley spoke with concerns of public safety, access to the property, and use as rental units, incompatibility with the Agriculture/Residential neighborhood and the potential for that to change. Mr. Hughes spoke with concerns of the rental of the cabins and lack of information, drawings etc.

In rebuttal, Mr. Christner said he'd cooperated with the neighbors' concerns, by reducing the number of cabins, no kitchen facilities and having only overnight stays. Mr. Christner said the adjacent property values would not be negatively impacted and that more people are at Super Bowl parties than at his proposal. Additionally, Mr. Christner stated the Hartley property is closer to the road than his property.

In rebuttal, Mrs. Duncan stated concerns about property values/re-sale value, incompatibility with an Agriculture/Residential area and a need for more information. Mrs. Hartley stated she received a letter from Mr. Christner but no phone call.

Chairman Doyal asked about the Fire Department concerns: Community Development Director Ben Skipper responded that reviews by Fire marshal Jay Williford would be required, if the zoning is approved. Vice-Chairman Taylor asked if there's a minimum cabin size. Dir. Skipper answered no but it was in the Planning Commission's purview to place limits, conditions etc. Vice-Chairman Taylor asked how the guests would eat, since they are no kitchen facilities. Mr. Christner answered local restaurants. Vice-Chairman Taylor asked about the concerns over the cabins: Mr. Christner said he's willing to make it condition they're removed, if the property

changes ownership. Commissioner Marshall asked if the cabins were further away than previously proposed. Mr. Christner answered yes. On a motion by Vice-Chairman Taylor and second by Commissioner Marshall, the Planning Commission voted 3-0-2 (Driver and Powell abstaining) to recommend denial of the request to the Board of Commissioners.

- b. Rezoning Z-16-02-01 to rezone 53.85 acres from Agriculture to R-3 residential for a residential subdivision. Land Lot 79, 5th District Carroll County. Tax parcel 1530068. Owner: Jan T. Reynolds, NuWave Homes LLC/Ron DuPree
 - i. Ron Dupree, 232 Red Jasper Lane, Villa Rica, spoke in favor of the request. Mr. Dupree stated the development is proposed to have 64 home sites on approximately 54 acres with an average density of 1.17 homes per acre. Mr. Dupree stated his company has purchased three other developments in the county and that they have been successful with sales. The sales price and homes proposed would match those at the "Overlook" development on Flat Rock Road. The prices would be \$200-396, 000. Mr. Dupree said their target buyer is the baby-boomer with no school-age children.
 - ii. Speaking in opposition was : Christopher Williams, 391 Williams Road, Jay Britt, 202 Williams Road, J.J. Latimer, 490 Sandhill Hulett Road, Margie Ray and 236 Sandhill Hulett. Mr. Williams stated he purchased 30 acres to keep horses and have open space. Mr. Williams said his concerns centered on flooding issues in the area, specifically due to the Christmas 2015 flooding and recent logging operations in which he contacted the Forestry Service with erosion concerns. Additionally, negative impacts downstream to farmland properties. Jay Britt stated it took one month for the stream on his property to clear up enough for his horses to drink from, that there was over a foot of water fifty feet from the creek, after flooding rains and traffic concerns due to the Sand Hill School morning and evening rush hours. **J.J. Latimer asked for 1-1 ½ -acre** size lots, if the request is approved, plus, a greenspace between the development and his property. Margie ray stated she requested a traffic count to be conducted by the Public Works Department and that close to 5,000 cars pass daily and that there've been several accidents, including two fatalities on the road. Additionally, Mrs. Ray stated concerns over several streams and the lack of protection for them shown on the site plan.
 1. In rebuttal, Samuel Dupree stated the runoff would be contained, using the required erosion control measures,

retention ponds, etc. and that water sampling is done after particular heavy rains. Additionally, the Environmental Protection Division places heavy fines on violators. John Bass of Georgia and West Surveying and Engineers, stated **that ½-acre lots are not inherently the problem, however,** construction done without permitting is. Also, Mr. Bass stated a walking trail to Sand Hill Elementary is proposed.

2. J.J. Latimer stated he does own a construction company but he is not a residential builder. Ronald Ray, 236 Sandhill Hulett Road, stated that if the proposal truly is for retired adults, it should clearly be stated as so. Christopher Williams restated concerns about the streams and that they may dry up, due to the development of the property and reiterated concerns about the downstream farmland and agriculture property. Vice-Chairman Taylor asked if a soil analysis had been conducted yet. Mr. Bass answered no. A motion to recommend denial of the request to the Board of Commissioners by Vice-Chairman Taylor was seconded by Commissioner Powell with all in favor.

c. C-16-02-01 for a Conditional Use and variance to divide two (2) acres from a 6-acre Agriculture tract at 6520 Mt. Zion Rd., Waco, GA 30182, lying in Land Lot 46, 8th District Carroll County, Tax Parcel 023-0004. Owner/Applicant: Wade Stephens

i. Wade Stephens spoke in favor of the request. Mr. Stephens stated he requests to divide two acres with the existing house and combine the remaining acreage with another adjacent parcel he owns. There was no opposition to the request. On a motion by Vice-Chairman Taylor and second by Commissioner Powell, the Planning Commission voted unanimously to recommend approval of the request to the Board of Commissioners.

VIII. First Readings. None.

IX. Adjournment. There being no further business, the meeting was adjourned at 7:56 PM, on a motion by Chairman Doyal and second by Commissioner Driver.

Conditional Use Permit Application

Carroll County
423 College Street

Department of Community Development
Carrollton, GA 30117 (770) 830-5861



Date Received: 3/3/16
Received by: [Signature]

Application must be filed by noon on the 3rd Tuesday of the month to go on the next month's agenda.
No exceptions

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

APPLICANT	Applicant Name: Daniel and Candance Kilbourne
	Address: 25 Nelson Maine City: Carrollton State: VA Zip: 23314
	Phone: (757) 775 - 7295 Fax: () - Email: bcdogsports@gmail.com
	Agent Name: _____
Address: _____ City: _____ State: _____ Zip: _____	
Phone: () - Fax: () - Email: _____	
Owner Name (If different from applicant): Donna and George Smith	
Address: 2181 Bethesda Church Rd, Carrollton, GA 30117	
Phone: (770) 846 - 5883 Fax: () -	
<i>(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)</i>	

CONDITIONAL USE	Project Name: Critter Care Plus
	Conditional Use Location (attach location map): 2181 Bethesda Church Rd, Lot 133, 11th land
	Proposed Use: Pet Boarding, Grooming and Training Facility
	Total acreage: 5.0 acres
Describe Proposed Conditional Use:	
Approval of this permit would allow the new owners of Critter Care Plus to continue to provide boarding, grooming and training to the pets of the citizens of Carroll county. Critter Care Plus will provide a safe environment for people to board their pets when they travel away from home. Business will be operated in the pre-existing facility where it has operated for the past 11 years.	

Staff Use Only

Land Lot <u>133</u> of the <u>11th</u> District, Carroll County	Tax Map <u>065</u>	Parcel <u>0069</u>
--	--------------------	--------------------

SPECIFIC INFORMATION

Describe how the proposed Conditional Use will affect:

Traffic:

Minimal. Due to size, type and hours of business there will be little impact on Bethesda Church Rd. Times of traffic would be during morning and evening for drop off/pick up of pets.

Parking:

Current paved parking on property accommodates up to 8 vehicles.

Availability of Public Facilities/Utilities:

N/A

Other relevant Impacts of the Proposal:

None.

Describe how the proposed Conditional Use will be a benefit to the public.

Approval of this permit would allow the new owners of Critter Care Plus to continue to provide boarding, grooming and training to the pets of the citizens of Carroll county. Critter Care Plus will provide a safe environment for people to board their pets when they travel away from home. Business will be operated in the pre-existing facility where it has operated for the past 11 years.

Required Materials to Accompany the Application:

1. Completed application and the fee.
2. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
3. All required items listed in the **Submittal Requirements checklist**.

Return Form to:

*Artagus Newell or Margie Milam
Department of Community Development
423 College Street
Carrollton, Georgia 30117*

For Department Use Only

Application No: C-116-04-01
Filing Fee: \$350
Pre-Application Conf:
Date Advertised: 3/22/16
Date Notices Sent: 3/22/16
PC Public Hearing Date: 4/26/16
BoCC Public Hearing Date: 5/3/16
Disposition: Approved w/condition
Approved by Resolution #:

PARCEL INFORMATION SHEET & APPLICATION FOR ZONING COMPLIANCE CERTIFICATE

*To be completed by Community Development Staff with information from www.carrolltax.com or
to be filled out by Map Room Personnel in Room #414.*

DEPARTMENT STAFF/MAP ROOM OFFICAL: B.R.

MAP: 065 LAND LOT: 133

PARCEL: 0069 DISTRICT: 11

CURRENT PROPERTY OWNER: SMITH GEORGE + DONNA

PROPERTY OWNER AS OF JANUARY 1ST: U U

APPLICANT (IF DIFFERENT FROM OWNER): _____

PROJECT ADDRESS: 2181 Bethesda CH RD

CITY: Carrollton Ga. 30117

TELEPHONE # (PRIMARY CONTACT): 757-775-7295 OWNER BUILDER

EMAIL ADDRESS (PRIMARY CONTACT): _____

SUBDIVISION: _____ LOT #: _____

ACREAGE: 5.00 PARCEL SPLIT FROM: _____

CURRENT ZONING CLASSIFICATION	<u>AG</u>
REQUIRED SETBACKS	FRONT <u>100' cu</u>
	SIDE <u>15'</u>
	REAR <u>15'</u>

CERTIFICATE OF ZONING COMPLIANCE – CHECKLIST

- Owner(s) & Agent (if applicable)
- Legal Description or Adequate Description of Property
- Complete Inventory of Existing Structures (noting uses & non-conforming structures)
- Complete Inventory of Proposed Structures
- Complete Inventory of Existing Uses and/or Activities
- Applicant's Certification

Signature of Zoning Administrator or Designee:  Date: 3/3/16

Comments: _____

CDP COMPLIANCE	<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of CDP Administrator or Designee: _____ Date: _____ Comments: _____
PLAT APPROVED	<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of County Engineer or Designee: _____ Date: _____ Comments: _____
APPROVED FOR NEW ADDRESS	<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Zoning Administrator or Designee: _____ Date: _____ Comments: _____

Sketch of Property

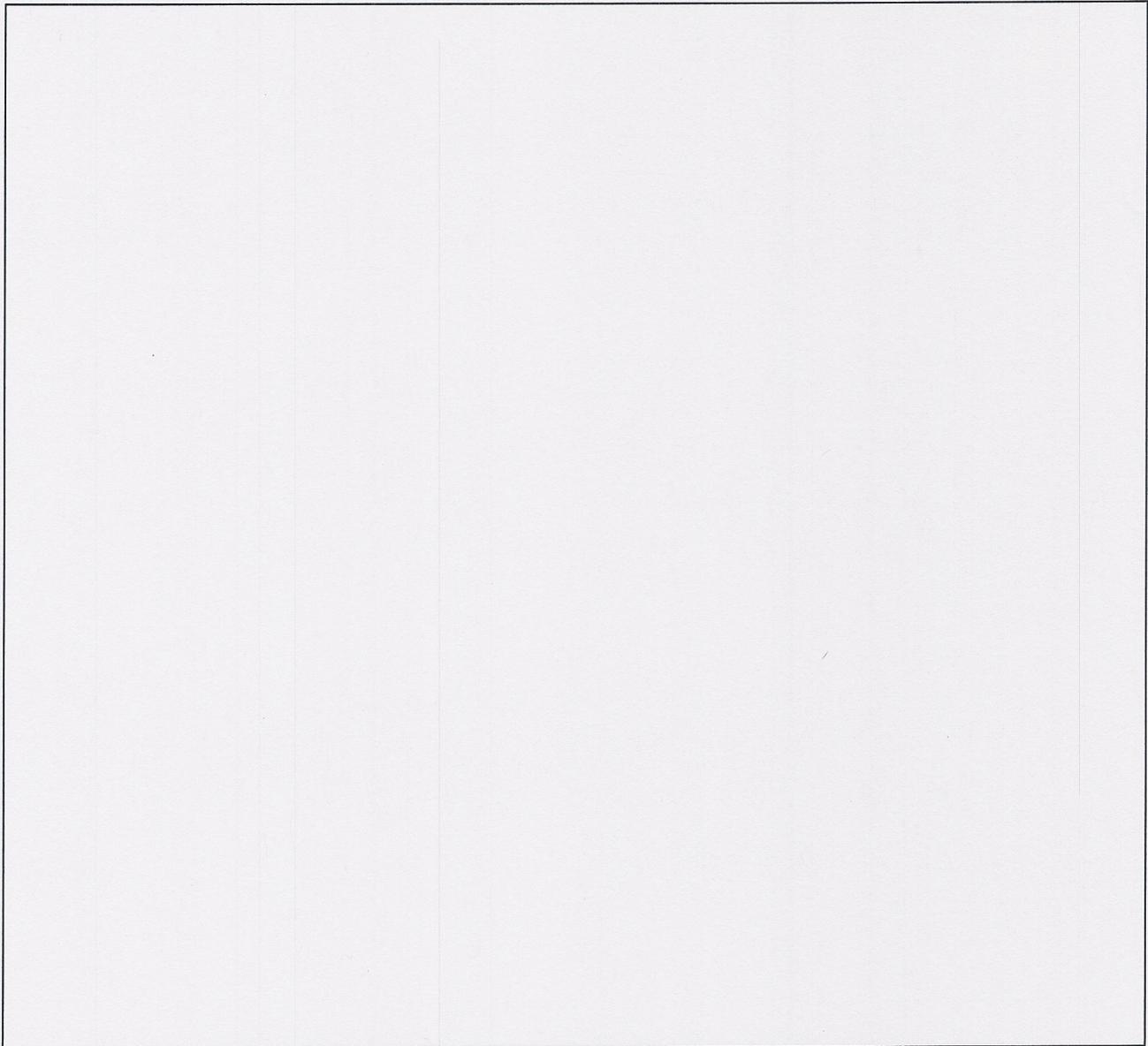
Please check: CONVENTIONAL MANUFACTURED HOME COMMERCIAL
 ACCESSORY BUILDING OR ADDITIONS OTHER: _____

- ⇒ Provide a sketch of proposed building location, driveway, septic tank location and all additional structures.
- ⇒ Show the *dimensions* of the lot and all setbacks from the house and other structures to all property lines.
- ⇒ The front setback shall always be measured from the centerline of the frontage road(s).
- ⇒ Show location of any wells, trash pits and all easements (drainage or utility) located on the property.
- ⇒ Show distance to nearest stream or lake on property, or if not within 200 feet of a stream or lake, please note.

Provide a complete listing of all existing structures that are now on the property: _____
2770 sq ft residential home and 1900 sq ft indoor kennel and grooming facility

Describe the type of structure that you plan to build: N/A

Is this a Multiple Road Frontage Lot: No



CARROLL COUNTY COMMUNITY DEVELOPMENT
INTEROFFICE MEMORANDUM

TO: CARROLL COUNTY PLANNING & ZONING COMMISSION & CARROLL COUNTY BOARD OF COMMISSIONERS
FROM: ARTAGUS NEWELL, ZONING ADMINISTRATOR
SUBJECT: STAFF ANALYSIS OF THE CONDITIONAL USE PERMIT APPLICATION FILED BY DANIEL & CANDANCE KILBOURNE
DATE: APRIL 15, 2016
CC: BEN SKIPPER, DIRECTOR

Property Information, Tax Parcel Number: 0650069
Located at 2181 Bethesda Church Rd., Carrollton, GA 30117
Commission District 5; Commissioner Jackson

Current Zoning Classification: Agriculture
Proposed Zoning Classification/Use: To remain AG (Agriculture) – The applicant is requesting a Conditional Use Permit to operate a Pet Boarding, Grooming and Training facility.
Future Land Use/Growth Tiers Designation: Agriculture
Current Property Owner: George & Donna Smith
Watershed Location: N/A

Land Use Analysis:

The subject property consists of 5.0 acres and contains a house. The applicant is requesting a Conditional Use Permit to continue the operation of a Dog Boarding, Grooming & Training facility. Previously, Donna Smith was approved for a Conditional Use Permit to operate the business (05/18/04). However, as a condition of approval, the C.U.P. would be voided, if the property changed hands and thus, a new Conditional Use Permit is required, since the Smiths are selling the property the Kilbournes. Agriculture and Commercial zoning classifications are found adjacent and in the immediate surrounding area of the subject property.

Brief descriptions of departmental comments on this request are as follows:

Carroll County Public Works

1. Access is via Bethesda Church Rd. which is adequate to handle this request.

Carroll County Community Development

1. The subject property is not within the 100-year flood plain. There are National Wetland Inventory wetlands, surrounding the pond on the property.
2. There known "state waters" on the property- an existing pond.
3. Surface runoff enters into Indian Creek.
4. Existing business will keep current traffic projections, assuming one (1) employee

Carroll County Fire Department

1. The property is in Fire District 1 which is less than five miles away with a 6-minute response time

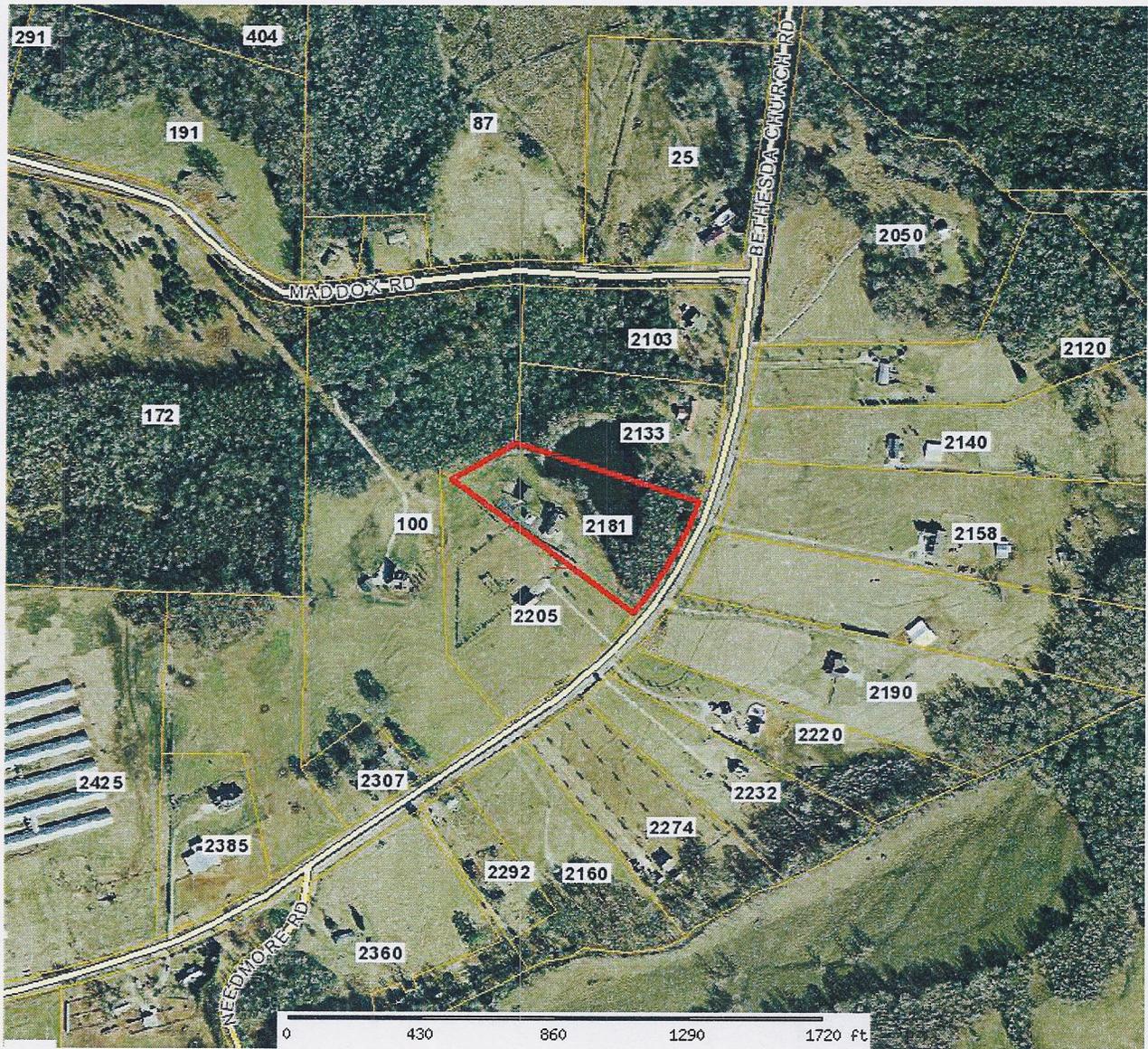
Carroll County Board of Education

1. The nearest schools are Roopville Elementary, Central Middle and Central High School. There would be no impact on school capacity.

Carroll County Water Authority

The subject property is a 6-inch water line along Bethesda Church Road, with a static 125 +/- psi and is suitable for daily household use.

Additional Comments: All Received Departmental Comments Available Upon Request



Carroll County Assessor			
Parcel: 065 0069 Acres: 5			
Name:	SMITH GEORGE & DONNA (JTROS)	Land Value	\$34,688.00
Site:	2181 BETHESDA CH RD	Building Value	\$140,476.00
Sale:	\$197,000 on 04-2003 Reason=FM Qual=Q	Misc Value	\$40,300.00
Mail:	2181 BETHESDA CHURCH RD	Total Value:	\$215,464.00
	CARROLLTON, GA 30117		



The Carroll County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CARROLL COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 03/25/16 : 09:55:46

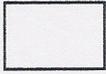
09/01/15
1:40PM EDT

Exhibit
"A"

BK PG
2453 208

(L)

09/01/15
1:44PM EDT



CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 197.00
DATE 10-6-03
Kenneth Skinner
CLERK OF SUPERIOR COURT

Record and Return to:
JACKSON AND HARDWICK
3730 ROSWELL ROAD, SUITE 25
MARIETTA, GEORGIA 30062
03-COBB-10635

FILED
CLERK OF SUPERIOR COURT
03 OCT -6 PM 12:59
Kenneth Skinner
CLERK SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, Made the 10th day of April, 2003, between SAMUEL K. CARROLL and JEANNE M. CARROLL, of the County of COBB, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and GEORGE SMITH AND DONNA SMITH, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 133 AND 134, OF THE 11TH DISTRICT, CARROLL COUNTY, GEORGIA, BEING SHOWN AND DELINEATED AS 5.0 ACRES TRACT ON, AND DELINEATED ACCORDING TO THAT CERTAIN PLAT OF SURVEY FOR JEFFREY L. BROWN PREPARED BY PIONEER LAND SURVEYING CO., CERTIFIED BY JACOB ROLAND HARRISON, GA RLS #1134, DATED FEBRUARY 2, 1995, REVISED MARCH 9, 1995, AND FURTHER REVISED MARCH 22, 1995, WHICH PLAT IS RECORDED IN PLAT BOOK 56, PAGE 1, CARROLL COUNTY PUBLIC RECORDS. SAID PLAT AND THE RECORD THEREOF ARE EACH BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF SAID PROPERTY.

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public



Samuel K. Carroll [SEAL]
SAMUEL K. CARROLL

Jeanne M. Carroll [SEAL]
JEANNE M. CARROLL

RECORDED OCT 07 2003
KENNETH SKINNER, CLERK

09/01/15
1:40PM EDT

09/01/15
1:44PM EDT

Exhibit
"A"

BK PG
2453 208

(L)

CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$197.00
DATE 10-6-03
Samuel K. Carroll
CLERK OF SUPERIOR COURT

Record and Return to:
JACKSON AND HARDWICK
3730 ROSWELL ROAD, SUITE 25
MARIETTA, GEORGIA 30062
03-COBB-10635

FILED
CLERK OF SUPERIOR COURT
03 OCT -6 PM 12:59
Samuel K. Carroll
CLERK SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, Made the 10th day of April, 2003, between SAMUEL K. CARROLL and JEANNE M. CARROLL, of the County of COBB, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and GEORGE SMITH AND DONNA SMITH, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 133 AND 134, OF THE 11TH DISTRICT, CARROLL COUNTY, GEORGIA, BEING SHOWN AND DELINEATED AS 5.0 ACRES TRACT ON, AND DELINEATED ACCORDING TO THAT CERTAIN PLAT OF SURVEY FOR JEFFREY L. BROWN PREPARED BY PIONEER LAND SURVEYING CO., CERTIFIED BY JACOB ROLAND HARRISON, GA RLS #1134, DATED FEBRUARY 2, 1995, REVISED MARCH 9, 1995, AND FURTHER REVISED MARCH 22, 1995, WHICH PLAT IS RECORDED IN PLAT BOOK 56, PAGE 1, CARROLL COUNTY PUBLIC RECORDS. SAID PLAT AND THE RECORD THEREOF ARE EACH BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF SAID PROPERTY.

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

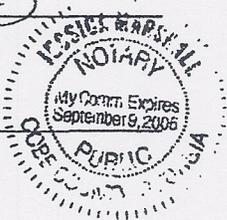
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public



Samuel K. Carroll [SEAL]
SAMUEL K. CARROLL

Jeanne M. Carroll [SEAL]
JEANNE M. CARROLL

RECORDED OCT 07 2003 KENNETH SIGNER, CLERK

Appearance Statement

Appearance Before Commission Bodies Required

To process the application for Conditional Use Permits or Rezoning, the Developer, Owner, Applicant, Agent or a Representative thereof must be present to *personally* request said Conditional Use or Rezoning before BOTH the Planning Commission AND the Board of Commissioners. Applicants requesting a Variance must also *personally* present their request in front of the Community Development Board of Appeals.

Failure to personally appear before *either* required Board may result in denial of request, or an extended waiting period before the next available meeting. *Requests that are denied by the Board of Commissioners cannot be re-submitted for consideration for a term not less than one (1) year from the date of the denial by the Board of Commissioners.*

The Planning Commission will hear your request on; 4/26/16 at 6:30 PM

The Board of Commissioners will hear your request on; 5/3/16 at 6:30 PM

The Board of Appeals will hear your request on; N/A at 5:30 PM

IMPORTANT

An orange stake shall be placed on the subject property until the zoning sign is affixed. Failure to place and/ or maintain the stake *will delay your application for 30 days*. It is the sole responsibility of the owner/applicant to place the stake and maintain its placement until the sign is affixed. Owner/applicant shall notify Community Development immediately if the sign is removed, defaced, incorrect etc. Owner/applicant shall have five business days in which to place the stake after the filing deadline. (3rd Tuesday of each calendar month)

Applicant Signature. D. B. Kidd

Date. 3/6/15

- * All meetings are held in the Commission Chambers of the David Perry Administration Building located at 423 College Street, Carrollton, GA 30117.
- * Unless otherwise stated.

STATE OF GEORGIA
COUNTY OF CARROLL



AFFIDAVIT FOR A _____

DANIEL, personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted approval for a _____ under the Ordinances of Carroll County:

The information contained within the application attached hereto and filed in the Department of Community Development consists of facts within my personal knowledge that I know are true and correct, and will be relied upon by officials of Carroll County in making a decision whether to issue this Application, License, Permit, or other Department approval.

On behalf of the Applicant, I declare that the Applicant, regardless if a partnership, corporation, or other organization or entity that is receiving a benefit under this Application, License, Permit, or other Department approval (whichever is applicable) is not delinquent in the payment of any taxes or fees due Carroll County.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This 3rd day of MARCH, 2016.

D.B. Killion

AFFIANT (signature)

Address: 25 NELSON MANE
CARROLLTON, VA 23314

Sworn to and subscribed
before me this 3 day
of MARCH, 2016

[Signature]
Notary Public
My Commission Expires: Aug. 2018

If Affiant is authorized to sign on behalf of a partnership, corporation, or other organization or entity, please set forth the entity and address

Entity: _____
Address: _____

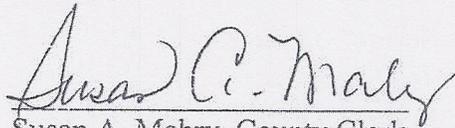
Conditional
Permit -
Bethesda
Church Road,
Carrollton

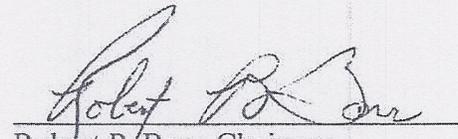
On a motion by Commissioner Ayers and seconded by Commissioner Head, the Commission voted 5-1 (North opposed) to *approve* the request of Donna Smith for a Conditional Use Permit (application # C-03-12-01), with variance for side setback, to operate a pet boarding and training facility (kennel) on 5.0 +/- acres, owned by George and Donna Smith, and located at 2181 Bethesda Church Road, Carrollton, GA, and lying in Land Lot 133 of the 11th Land District (also known as Carroll County Tax Map #065, Parcel #0069 as shown on Conditional Use Application #C-03-12-01) *as presented with the stipulation that the Conditional Use Permit expire with the transfer of title of the property. (Donna Smith, applicant, agreed to the stipulation).*

Adjournment

There being no further business to come before the Commission, the same was adjourned at 9:35 p.m.

ATTEST:


Susan A. Mabry, County Clerk


Robert P. Barr, Chairman

These minutes were approved by the Carroll County Board of Commissioners on June 1, 2004.

C.U.P. Application
Authorization of Property Owner

THIS FORM TO BE COMPLETED ONLY IF APPLICANT AND OWNER ARE NOT THE SAME PERSON(S).

Applicant is person submitting the rezoning application. Owner is the property owner.

(Please type or legibly print)

Property Address: 2181 Bethesda Church Road, Carrollton, GA 30117

Applicant Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: () _____ - _____

Donna M Smith (Owner's Name), personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted a Rezoning under the Ordinances of Carroll County:

I affirm that I am the owner of the property that is the subject of the attached application, as shown in the records of Carroll County, Georgia. I authorize the person named above to act as applicant in the pursuit of rezoning this property.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This 15th day of FEBRUARY 2016.

Donna M. Smith
AFFIANT (Owner's signature)

Sworn to and subscribed
before me this 15 day
of February, 2016

Valerie E. Wheeler
Notary Public

My Commission Expires:

5-30-2018



dotloop signature verification: dotloop.com/my/verification/DL-141719854-9-2K1U

PURCHASE AND SALE AGREEMENT

Offer Date: _____



2016 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: _____
City _____, County _____, Georgia, Zip Code _____
MLS Number: _____ Tax Parcel I.D. Number: _____

b. Legal Description: The legal description of the Property is [select one of the following below]:
 (1) attached as an exhibit hereto;
 (2) the same as described in Deed Book _____, Page _____ of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Survey. A survey of Property is **OR** is not attached to this Agreement as an exhibit.

3. Purchase Price of Property to be Paid by Buyer \$ _____	4. Closing Costs. Seller's Contribution at Closing: \$ _____
--	---

5. Closing and Possession. a. Closing Date: _____	b. Seller Retains Possession of Property Through: _____
--	--

6. Holder of Earnest Money ("Holder"). _____	7. Closing Attorney/Law Firm. _____
---	--

8. Earnest Money. Earnest Money shall be paid by check cash or wire transfer of immediately available funds as follows:
 a. \$ _____ as of the Offer Date.
 b. \$ _____ within _____ days from the Binding Agreement Date.
 c. _____

9. Inspection and Due Diligence.
a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay Seller additional option money of \$ _____ by check or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

10. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was **OR** was not built prior to 1978.

11. Brokerage Relationships in this Transaction.

a. Selling Broker is _____ and is: (1) <input type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> not representing Buyer (Buyer is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.	b. Listing Broker is _____ and is: (1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> not representing Seller (Seller is a customer). (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.
---	---

c. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:

12. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____ m. on the date _____

13. Consent to Share Non-Public Information. Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined to Buyer, Seller, Brokers and Broker's affiliated licensees working in this agreement for their various uses.

Buyer(s) Initials _____ / _____ Seller(s) Initials _____ / _____

dotloop signature verification: dotloop.com/my/verification/DL-141719854-9-2K1U02/10/2016

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

2. **Survey.** Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.

3. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

327,500.00

4250.00

4. Closing Costs and Prorations.

- a. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- b. **Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

5. Closing and Possession.

N/A

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

6. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH LYNDIA HAWKINS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

Copyright © 2016 by Georgia Association of REALTORS®, Inc.

BACK **8. Return and Disbursement of Earnest Money.**

MORE SHARE

- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a 1099 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

9. Inspection and Due Diligence.

- a. **Right to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.
- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.qbi.georgia.gov.
- c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

- 10. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH LYNDA HAWKINS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
 Copyright © 2016 by Georgia Association of REALTORS®, Inc. F20, Purchase and Sale Agreement, Page 3 of 7, 01.01/16

11. Agency and Brokerage.

- a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and,

BACK

where the context would indicate, the broker's affiliated licensees. No broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).

c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.

12. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH LYNDIA HAWKINS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
Copyright© 2016 by Georgia Association of REALTORS®, Inc.

F20, Purchase and Sale Agreement, Page 4 of 7, 01/01/16

dotloop signature verification: dotloop.com/my/verification/DL-141719854-9-2K1U

2. Default.

a. **Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.

b. **Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written

BACK

agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.

- 3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.
- 4. **Other Provisions.**
 - a. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
 - b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
 - c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
 - d. **Time of Essence:** Time is of the essence of this Agreement.
 - e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - f. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
 - g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
 - h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
 - i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
 - j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
 - k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH LYNDA HAWKINS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
Copyright© 2016 by Georgia Association of REALTORS®, Inc.

dotloop signature verification: dotloop.com/my/verification/DL-141719854-9-2K1U

5. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- All Cash Exhibit as Exhibit " _____ "
- Back-up Agreement Contingency as Exhibit " _____ "
- Community Association Disclosure as Exhibit " _____ "
- Condominium Purchase and Sale Exhibit " _____ "
- Conventional Loan Exhibit as Exhibit " _____ "
- FHA Loan Exhibit as Exhibit " _____ "

BACK

- Lead-Based Paint Exhibit as Exhibit " _____ " [If any portion of a residential dwelling was built prior to 1978, a Lead-Based Paint Exhibit must under federal law be attached as an exhibit to this Agreement.]
- Lease Purchase and Sale Exhibit " _____ "
- Legal Description of the Property as Exhibit " A "
- Loan Assumption Exhibit " _____ "
- Sale or Lease of Buyer's Property Contingency as Exhibit " _____ "
- Seller's Property Disclosure Statement as Exhibit " B "
- Survey of Property as Exhibit " _____ "
- Temporary Occupancy Agreement as Exhibit " C "
- USDA-RD Loan Exhibit as Exhibit " _____ "
- VA Loan Exhibit as Exhibit " D "
- Other _____
- Other _____
- Other _____
- Other _____

MORE

SHARE

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. All parties acknowledge and agree that the Seller will provide a free and clear termite letter within 30 days of closing at no additional cost to the Buyer.
2. All parties acknowledge and agree that the Existing Termite Bond will transfer with the property and that the Buyer will pay one half of the annual contract which equals \$181.00.
2. All parties acknowledge and agree that the Seller will provide a Home Warranty at a cost of no more than \$500 and at no cost to the Buyer.

Additional Special Stipulations are or are not attached.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH LYNDIA HAWKINS _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
 Copyright © 2016 by Georgia Association of REALTORS®, Inc. F20, Purchase and Sale Agreement, Page 6 of 7, 01/01/16

dotloop signature verification: dotloop.com/my/verification/DL-141719854-9-2K1U

<u>Buyer Acceptance and Contact Information</u>	<u>Seller Acceptance and Contact Information</u>
1. _____ Buyer's Signature	1. _____ Seller's Signature
_____ Print or Type Name	_____ Print or Type Name
_____ Buyer's Address	_____ Seller's Address
_____ Buyer's E-mail Address	_____ Seller's E-mail Address

BACK

757-775-7295
Buyer's Phone # Fax #

SAVE BUYER CLICK HERE

Buyer's Signature *Daniel Kilbourne*
dotloop verified 02/10/16 05:30pm EST
HIVK-IV5W-6R6I-BCSE

Print or Type Name Daniel Kilbourne

Buyer's Address 25 Nelson Maine

Carrollton, VA 23314

Buyer's E-mail Address killerkilbourne@yahoo.com

Buyer's Phone # Fax #

Selling Broker/Affiliated Licensee Contact Information:

Keller Williams Realty Atlanta Partners - Newnan
Selling Broker

By: *Lynda Hawkins*
dotloop verified 02/10/16 09:42am EST
EUCF-T9EH-ZJ12-CUDG
Broker or Broker's Affiliated Licensee

LYNDA HAWKINS
Print or Type Name

KWRS07 H-46676
MLS Office Code Brokerage Firm License Number

770-252-2266 770-252-1216
Phone # Fax #

E-Mail lyndahawkins@kw.com

351970
Selling Agent's Georgia Real Estate License Number

Member of: NCB of REALTORS®

770-854-6333
Seller's Phone # Fax #

MORE dotloop verified SHARE 02/10/16 08:18pm EST
YFMF-WL70-NJRR-FXW6

2 *George R Smith*
Seller's Signature
dotloop verified 02/10/16 08:06pm EST
7YHH-BXQO-LJDO-VOYT

George R Smith
Print or Type Name

Donna Smith
2181 Bethesda Church Rd
Seller's Address

2181 Bethesda Church Rd
Carrollton, GA 30180

shcawtoll108@a150180m
Seller's E-mail Address newfden@bellsouth.net

770-854-6333
Seller's Phone # Fax #

Listing Broker/Affiliated Licensee Contact Information:

Keller Williams Realty Atlanta Partners - Newnan
Listing Broker

By: *Lynda Hawkins*
dotloop verified 02/10/16 09:42am EST
N6CS-37XC-F2AZ-EB3A
Broker or Broker's Affiliated Licensee

LYNDA HAWKINS
Print or Type Name

KWRS07 H-46676
MLS Office Code Brokerage Firm License Number

770-252-2266 770-252-1216
Phone # Fax #

E-Mail lyndahawkins@kw.com

351970
Listing Agent's Georgia Real Estate License Number

Member of: NCB of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH LYNDA HAWKINS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
Copyright © 2016 by Georgia Association of REALTORS®, Inc. F20, Purchase and Sale Agreement, Page 7 of 7, 01/01/16

Variance Application

Carroll County
423 College Street

Department of Community Development
Carrollton, GA 30117 (770) 830-5861



Date Received: 3/11/16

Received by: [Signature]

Paid 150.00 CK#

150.00 1869

Application must be filed by noon on the 1st Thursday of the month to go on the next month's agenda.
No exceptions

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

APPLICANT	Applicant Name: <u>Andrew & Donna Richie</u>
	Address: <u>80 Meadowbrook Lane</u> City: <u>Carrollton</u> State: <u>GA</u> Zip: <u>30117</u>
	Phone: <u>(678) 416 -2514</u> Fax: () _____ Email: <u>andyrichie @bellsouth.net</u>
	Agent Name: _____
Address: _____ City: _____ State: _____ Zip: _____	
Phone: () _____ - _____ Fax: () _____ - _____ Email: _____	
Owner Name (If different from applicant): <u>Larry and Phyllis Woodard</u>	
Address: <u>379 New Hope Rd</u>	
Phone: <u>(770) 258 -2870</u> Fax: () _____ - _____	
<i>(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)</i>	

CONDITIONAL USE	Project Name: _____
	Variance Location (attach location map): <u>379 New Hope Rd, Bowdon, GA</u>
	Proposed Use: <u>Variance</u>
	Total acreage: <u>4.0</u>
Describe Proposed Variance: <u>Variance to divide one acre for new house</u>	

Staff Use Only

Land Lot <u>159</u> of the <u>9th</u> District, Carroll County	Tax Map <u>29</u>	Parcel <u>441</u>
---	-------------------	-------------------

SPECIFIC INFORMATION

Describe how the proposed Variance will affect:

Traffic:

N/A

Parking:

N/A

Availability of Public Facilities/Utilities:

All on-site

Other relevant Impacts of the Proposal:

Describe how the proposed Rezoning will be a benefit to the public.

Required Materials to Accompany the Application:

1. Completed application and the fee.
2. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
3. All required items listed in the **Submittal Requirements checklist**.

Return Form to:

*Artagus Newell or Margie Milam
Department of Community Development
423 College Street
Carrollton, Georgia 30117*

For Department Use Only

Application No: C-16-04-02
Filing Fee: \$150
Pre-Application Conf: ✓
Date Advertised: 3/22/16
Date Notices Sent: 3/22/16
PC Public Hearing Date: 4/26/16
BoCC Public Hearing Date: 5/3/16
Disposition: Approved
Approved by Resolution #:

CARROLL COUNTY COMMUNITY DEVELOPMENT
INTEROFFICE MEMORANDUM

TO: CARROLL COUNTY PLANNING & ZONING COMMISSION & CARROLL COUNTY BOARD OF COMMISSIONERS
FROM: ARTAGUS NEWELL, ZONING ADMINISTRATOR
SUBJECT: STAFF ANALYSIS OF THE VARIANCE/CONDITIONAL USE PERMIT APPLICATION FILED BY ANDREW & DONNA RICHIE
DATE: APRIL 15, 2016
CC: BEN SKIPPER, DIRECTOR

Property Information, Tax Parcel Number: 029-0441
Located at 379 New Hope Rd, Bowdon, Ga.
Commission District 6; Commissioner Chambers

Current Zoning Classification: Agriculture

Proposed Zoning Classification/Use: To remain AG (Agriculture) – The applicant is requesting a Variance and Conditional Use Permit to divide a 4.0-acre tract with one acre, for the purpose of one new home.

Future Land Use/Growth Tiers Designation: Agriculture

Current Property Owner: Larry & Phyllis Woodard

Watershed Location: N/A

Land Use Analysis:

The subject property consists of 4.0 acres and contains a house. The applicant is requesting a Variance to divide one (1) acre and to build a house. The new home would be for the Richies to be close to their parents. Agriculture, Commercial, Industrial, R-2 (one-acre residential), MHS (1/2-acre residential), R-1 (3-acre residential) and Office-Institutional zoning classifications are found adjacent and in the immediate surrounding area of the subject property, as well as the Bowdon City Limits.

Brief descriptions of departmental comments on this request are as follows:

Carroll County Public Works

1. Access is via New Hope Rd. which is adequate to handle this request.

Carroll County Community Development

1. The subject property is not within the 100-year flood plain.
2. There are no known "state waters" on the property.
3. Water runoff enters into Indian Creek
4. Average trip generation is ten trips per day with a peak of one trip per hour.

Carroll County Fire Department

1. Water service is provided by the City of Bowdon.

Carroll County Board of Education

1. The nearest schools are Bowdon Elementary, Bowdon Middle and Bowdon High School. There would be no impact on school capacity, due to the scale of the request.

Carroll County Water Authority

The subject property is served by the City of Bowdon

Additional Comments: All Received Departmental Comments Available Upon Request

Sketch of Property

Please check:

CONVENTIONAL

MANUFACTURED HOME

COMMERCIAL

ACCESSORY BUILDING OR ADDITIONS

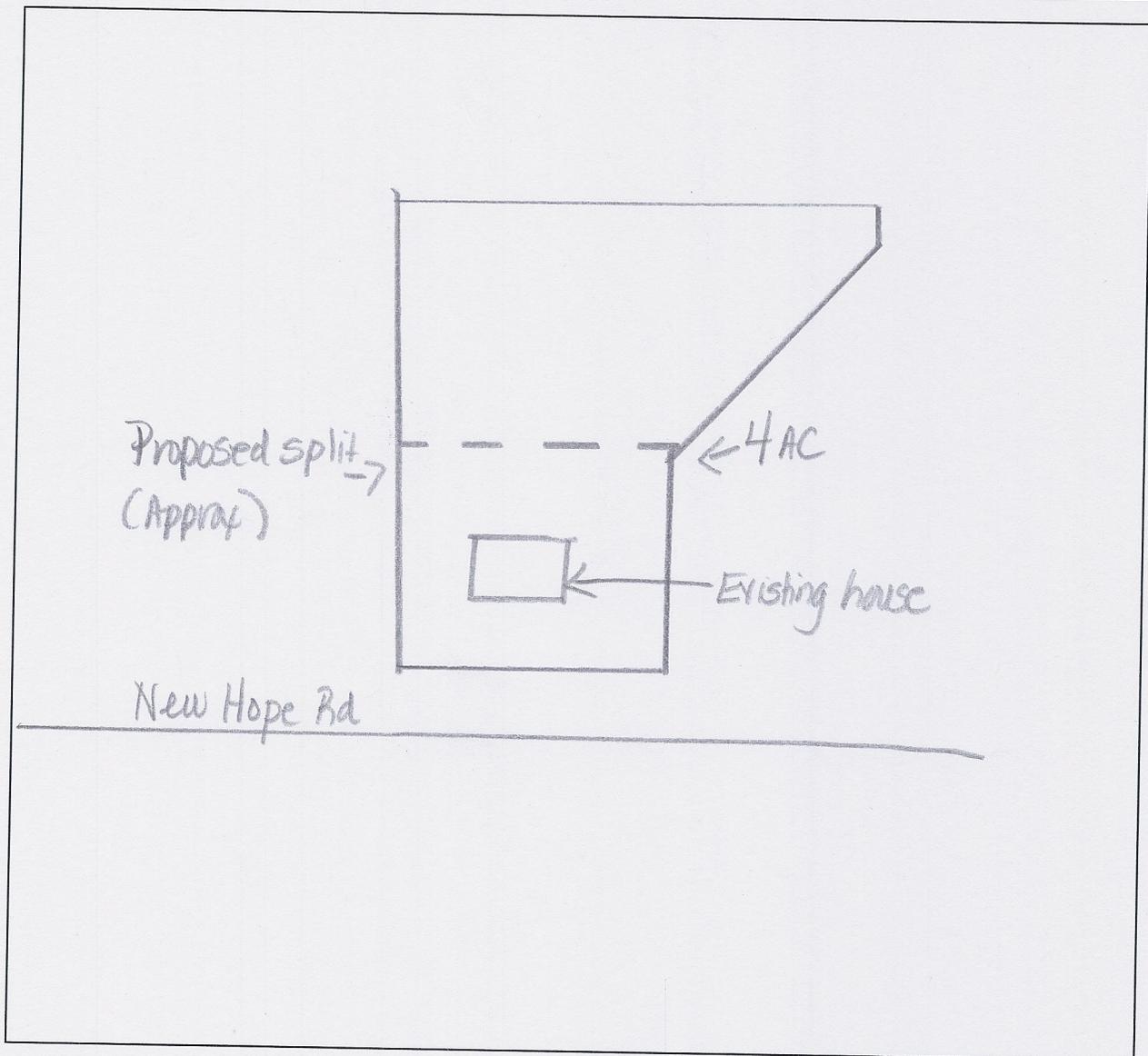
OTHER: _____

- ⇒ Provide a sketch of proposed building location, driveway, septic tank location and all additional structures.
- ⇒ Show the *dimensions* of the lot and all setbacks from the house and other structures to all property lines.
- ⇒ The front setback shall always be measured from the centerline of the frontage road(s).
- ⇒ Show location of any wells, trash pits and all easements (drainage or utility) located on the property.
- ⇒ Show distance to nearest stream or lake on property, or if not within 200 feet of a stream or lake, please note.

Provide a complete listing of all existing structures that are now on the property: house

Describe the type of structure that you plan to build: house

Is this a Multiple Road Frontage Lot: _____





Carroll County Assessor			
Parcel: 029 0441 Acres: 4			
Name:	WOODARD LARRY J & PHYLLIS D (JTRS)	Land Value	\$24,960.00
Site:	379 NEW HOPE RD	Building Value	\$68,093.00
Sale:	\$0 on 12-2005 Reason=PB Qual=U	Misc Value	\$6,380.00
Mail:	379 NEW HOPE RD	Total Value:	\$99,433.00
	BOWDON, GA 30108		



The Carroll County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CARROLL COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 03/25/16 : 10:01:12

PARCEL INFORMATION SHEET & APPLICATION FOR ZONING COMPLIANCE CERTIFICATE

To be completed by Map Room Personnel in Room #414

MAP ROOM OFFICIAL:

MAP: 29 LAND LOT: 159
 PARCEL: 441 DISTRICT: 9th
 CURRENT PROPERTY OWNER: Larry & Phyllis Woodard
 PROPERTY OWNER AS OF JANUARY 1ST: _____
 APPLICANT (IF DIFFERENT FROM OWNER): Andrew & Donna Richi
 PROJECT ADDRESS: 379 New Hope Rd
 CITY: Bowdon, GA 30108

SUBDIVISION: _____ LOT #: _____
 ACREAGE: _____ PARCEL SPLIT FROM: _____

CURRENT ZONING CLASSIFICATION	<u>AG</u>	
REQUIRED SETBACKS	FRONT	<u>100'</u>
	SIDE	<u>15'</u>
	REAR	<u>15'</u>

CERTIFICATE OF ZONING COMPLIANCE - CHECKLIST

- Owner(s) & Agent (if applicable)
- Legal Description or Adequate Description of Property
- Complete Inventory of Existing Structures (noting uses & non-conforming structures)
- Complete Inventory of Proposed Structures
- Complete Inventory of Existing Uses and/or Activities
- Applicant's Certification

Signature of Zoning Administrator or Designee:  Date: 4/18/16

Comments: _____

CDP COMPLIANCE	<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of CDP Administrator or Designee: _____ Date: _____ Comments: _____
PLAT APPROVED	<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of County Engineer or Designee: _____ Date: _____ Comments: _____
APPROVED FOR NEW ADDRESS	<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Zoning Administrator or Designee: _____ Date: _____ Comments: _____

Appearance Statement

Appearance Before Commission Bodies Required

To process the application for Conditional Use Permits or Rezoning, the Developer, Owner, Applicant, Agent or a Representative thereof must be present to *personally* request said Conditional Use or Rezoning before BOTH the Planning Commission AND the Board of Commissioners. Applicants requesting a Variance must also *personally* present their request in front of the Community Development Board of Appeals.

Failure to personally appear before *either* required Board may result in denial of request, or an extended waiting period before the next available meeting. *Requests that are denied by the Board of Commissioners cannot be re-submitted for consideration for a term not less than one (1) year from the date of the denial by the Board of Commissioners.*

The Planning Commission will hear your request on; 4/26/16 at 6:30 PM

The Board of Commissioners will hear your request on; 5/3/16 at 6:00 PM

The Board of Appeals will hear your request on; N/A at 5:30 PM

IMPORTANT

An orange stake shall be placed on the subject property until the zoning sign is affixed. Failure to place and/ or maintain the stake *will delay your application for 30 days*. It is the sole responsibility of the owner/applicant to place the stake and maintain its placement until the sign is affixed. Owner/applicant shall notify Community Development immediately if the sign is removed, defaced, incorrect etc. Owner/applicant shall have five business days in which to place the stake after the filing deadline. (3rd Tuesday of each calendar month)

Applicant Signature. Donna Richie

Date. 3-9-16

- * All meetings are held in the Commission Chambers of the David Perry Administration Building located at 423 College Street, Carrollton, GA 30117.
- * Unless otherwise stated.

STATE OF GEORGIA
COUNTY OF CARROLL



AFFIDAVIT FOR A Variance

_____, personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted approval for a Zoning under the Ordinances of Carroll County:

The information contained within the application attached hereto and filed in the Department of Community Development consists of facts within my personal knowledge that I know are true and correct, and will be relied upon by officials of Carroll County in making a decision whether to issue this Application, License, Permit, or other Department approval.

On behalf of the Applicant, I declare that the Applicant, regardless if a partnership, corporation, or other organization or entity that is receiving a benefit under this Application, License, Permit, or other Department approval (whichever is applicable) is not delinquent in the payment of any taxes or fees due Carroll County.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This 11 day of March, 2016.

Donna Richie
AFFIANT (signature)

Address: _____

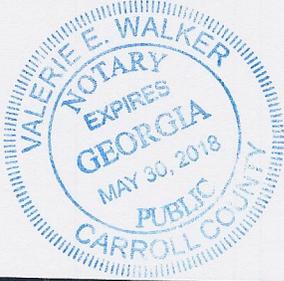
Sworn to and subscribed
before me this 11 day
of Mar, 15.

Valerie E. Walker
Notary Public

If Affiant is authorized to sign on behalf of a partnership, corporation, or other organization or entity, please set forth the entity and address

Entity: _____
Address: _____

My Commission Expires:



Rezoning Application
Authorization of Property Owner

THIS FORM TO BE COMPLETED ONLY IF APPLICANT AND OWNER ARE NOT THE SAME PERSON(S).

Applicant is person submitting the rezoning application. Owner is the property owner.

(Please type or legibly print)

Property Address: 379 New Hope Rd

Applicant Name: Andrew & Donna Richie

Address: _____

City: _____ State: _____ Zip: _____ Phone: () _____ - _____

Larry J Woodard (Owner's Name), personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted a Rezoning under the Ordinances of Carroll County:

I affirm that I am the owner of the property that is the subject of the attached application, as shown in the records of Carroll County, Georgia. I authorize the person named above to act as applicant in the pursuit of rezoning this property.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This 11th day of March, 2016.

X Larry J. Woodard
AFFIANT (Owner's signature)

Sworn to and subscribed
before me this 11th day
of March, 2016.

Mika L Weaver
Notary Public

My Commission Expires:



Variance Application

Carroll County
423 College Street

Department of Community Development
Carrollton, GA 30117 (770) 830-5861



Date Received: 3/11/16

Received by: [Signature]

paid
150.00

CK#4722

Application must be filed by noon on the 1st Thursday of the month to go on the next month's agenda.
No exceptions

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

APPLICANT

Applicant Name: Dwayne Wilson
Address: 470 Coleman Mill Road City: Carrollton State: Ga Zip: 30116
Phone: () - - Fax: () - - Email: _____

Agent Name: same
Address: _____ City: _____ State: _____ Zip: _____
Phone: () - - Fax: () - - Email: _____

Owner Name (If different from applicant): Wilson Sign Repair, Inc.
Address: same
Phone: () - - Fax: () - -

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

CONDITIONAL USE

Project Name: Wilson Sign Repair, Inc.
Variance Location (attach location map): 3826 Hwy 5 E.
Proposed Use: residential
Total acreage: 11.00 acres
Describe Proposed Variance:
Divide an 11.00 acre tract into 4 tracts from 2.74 to 2.76 acres. These tracts will not allow mobile homes.

Staff Use Only

Land Lot 103 of the 4th District, Carroll County Tax Map 140 Parcel 0006

SPECIFIC INFORMATION

Describe how the proposed Variance will affect:

Traffic:

This project will change this tract into 4 tracts, which will increase traffic a small amount, but not enough to adversely effect traffic on the road.

Parking:

All parking will be provided on each tract.

Availability of Public Facilities/Utilities:

All utilities necessary are already available.

Other relevant Impacts of the Proposal:

There are no other relevant impacts.

Describe how the proposed Rezoning will be a benefit to the public.

This will increase population and taxes.

Required Materials to Accompany the Application:

1. Completed application and the fee.
2. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
3. All required items listed in the **Submittal Requirements checklist**.

Return Form to:

Artagus Newell or Margie Milam
Department of Community Development
423 College Street
Carrollton, Georgia 30117

For Department Use Only

Application No: C-16-04-

Filing Fee: \$150

Pre-Application Conf: CD

Date Advertised: 3/22/16

Date Notices Sent: 3/22/16

PC Public Hearing Date: 4/26/13

BoCC Public Hearing Date: 5/3/13

Disposition: Approved w/ Conditions

Approved by Resolution #:

CARROLL COUNTY COMMUNITY DEVELOPMENT
INTEROFFICE MEMORANDUM

TO: CARROLL COUNTY PLANNING & ZONING COMMISSION & CARROLL COUNTY BOARD OF COMMISSIONERS
FROM: ARTAGUS NEWELL, ZONING ADMINISTRATOR
SUBJECT: STAFF ANALYSIS OF THE VARIANCE/CONDITIONAL USE PERMIT APPLICATION FILED BY DWAYNE WILSON
DATE: APRIL 15, 2016
CC: BEN SKIPPER, DIRECTOR

Property Information, Tax Parcel Number: 140-0006
Located at 3826 Hwy 5 East, Carrollton, GA 30116
Commission District 6; Commissioner Jackson

Current Zoning Classification: Agriculture
Proposed Zoning Classification/Use: To remain AG (Agriculture) – The applicant is requesting a Variance and Conditional Use Permit to divide an 11.0-acre tract into four parcels of 2.75 acres each
Future Land Use/Growth Tiers Designation: Agriculture
Current Property Owner: Wilson Sign Repair, Inc.
Watershed Location: N/A

Land Use Analysis:

The subject property consists of 11.0 acres and is vacant. The applicant is requesting a Variance to divide the parcel into four (4) 2.75-acre tracts for the purpose of building homes. Agriculture, R-2 (one-acre residential) and HDDR (mobile home park) zoning classifications are found adjacent and in the immediate surrounding area of the subject property,

Brief descriptions of departmental comments on this request are as follows:

Carroll County Public Works

1. Access is via Hwy 5 which is a State Road.

Carroll County Community Development

1. The subject property is not within the 100-year flood plain.
2. There are no known "state waters" on the property.
3. Water runoff enters into Whooping Creek
4. Average trip generation is ten trips per day with a peak of one trip per hour.

Carroll County Fire Department

1. The property lies within Fire District 12 which is less than five miles away with a 7-minute response time

Carroll County Board of Education

1. The nearest schools are Roopville Elementary, Central Middle and Central High School. The rated capacities are RES: 550; CMS, 925; and CHS, 1325. It is anticipated some additional students may be added to these schools, however, the number would be low.

Carroll County Water Authority

There is an existing 8" water main along this section of State Route 5 with an Anticipated Static Pressure of 150+/- psi. There is adequate water pressure and availability to sustain daily household use.

Additional Comments: All Received Departmental Comments Available Upon Request

Appearance Statement

Appearance Before Commission Bodies Required

To process the application for Conditional Use Permits or Rezoning, the Developer, Owner, Applicant, Agent or a Representative thereof must be present to *personally* request said Conditional Use or Rezoning before BOTH the Planning Commission AND the Board of Commissioners. Applicants requesting a Variance must also *personally* present their request in front of the Community Development Board of Appeals.

Failure to personally appear before *either* required Board may result in denial of request, or an extended waiting period before the next available meeting. *Requests that are denied by the Board of Commissioners cannot be re-submitted for consideration for a term not less than one (1) year from the date of the denial by the Board of Commissioners.*

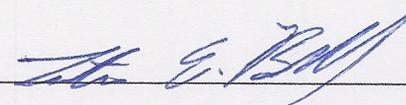
The Planning Commission will hear your request on; 4/26/16 at 6:30 PM

The Board of Commissioners will hear your request on; 5/13/16 at 6:00 PM

The Board of Appeals will hear your request on; N/A at 5:30 PM

IMPORTANT

An orange stake shall be placed on the subject property until the zoning sign is affixed. Failure to place and/ or maintain the stake *will delay your application for 30 days*. It is the sole responsibility of the owner/applicant to place the stake and maintain its placement until the sign is affixed. Owner/applicant shall notify Community Development immediately if the sign is removed, defaced, incorrect etc. Owner/applicant shall have five business days in which to place the stake after the filing deadline. (3rd Tuesday of each calendar month)

Applicant Signature. 

Date. 3/9/16

- * All meetings are held in the Commission Chambers of the David Perry Administration Building located at 423 College Street, Carrollton, GA 30117.
- * Unless otherwise stated.

98642

PT-81 022-2006-005534
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 85.00
DATE 8/1/06
Harriet H. Hester
CLERK OF SUPERIOR COURT

BK PG

3654 069

After recording, return to:
William D. Covington
110 Adamson Sq, Suite D
Carrollton, GA 30117
File #10799-06

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
06 AUG - 1 PM 2:48

Harriet H. Hester
CLERK SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA
CARROLL COUNTY

THIS INDENTURE, made this 31st day of July, 2006

Floyd W. White of Carroll County, Georgia, as grantor, to Wilson Sign Repair, Inc. of Carroll County, Georgia, as grantee; and grantor, in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars, and other valuable considerations, same being acknowledged, does hereby sell and convey to grantee:

TRACT I: All that tract or parcel of land lying and being in Land Lot 103 of the 4th District of Carroll County, Georgia, being that certain 11.94 acres, more or less, as shown on that survey for FLOYD W. WHITE, dated October 9, 1982, prepared by Ian M. Bragg & Associates, Inc., as recorded in Plat Book 89, Page 285, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which survey is incorporated herein by reference. Said property is more commonly described as 3826 E. Highway 5, Whitesburg, Georgia 30185.

TRACT II: All that tract or parcel of land lying and being in Land Lot 61 of the 4th District of Carroll County, Georgia, and being more particularly described as follows: To find the true point of beginning, start at the intersection of the southerly right of way of Coleman Mill Road with the westerly right of way of Clem-Lowell Road, and go thence southwesterly along the right of way of Coleman Mill Road for a distance of 1,120 feet, more or less, to an iron pin which is the true point of beginning. From said true point of beginning, go thence south 80 degrees 08 minutes 25 seconds west for a distance of 200.00 feet to a point; thence go south 09 degrees 51 minutes 35 seconds east for a distance of 403.00 feet to a point; thence go north 59 degrees 34 minutes 43 seconds east for a distance of 304.70 feet to a point; thence go north 26 degrees 00 minutes 00 seconds west for a distance of 308.00 feet to a point and the true point of beginning. Said tract contains 2.0 acres, and is more commonly described as 715 Coleman Mill Road, Carrollton, Georgia 30116.

TO HAVE AND HOLD said property, with all appurtenances there unto belonging, in Fee Simple, grantor warranting the title thereto against the claims of all persons.

WITNESS grantor hand and seal the day first above written.

Signed, sealed and delivered in the presence of:

Brandi N. Hester
Witness

Floyd W. White
Floyd W. White

William D. Covington
Notary Public
My commission expires



AUG 02 2006

RECORDED _____ KENNETH SKINNER, CLERK

369313

5424 375

of property presently belonging to Mark and Peggy Lynn Nicholson (per deed recorded in Deed Book 683, page 419); thence running along the south line of the Nicholson property South 87 degrees 29 minutes 11 seconds East 796.33 feet to an iron pin; thence South 87 degrees 57 minutes 35 seconds East 652.91 feet to an iron pin; thence North 02 degrees 22 minutes 40 seconds East 431.47 feet to an iron pin and the TRUE POINT OF BEGINNING; thence continuing North 02 degrees 26 minutes 00 seconds East 52.36 feet to an iron pin located on the south line

PT-61-022-20 15-003948
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 TRANSFER TAX PAID \$ 0
 INTANGIBLE TAX PAID \$
 DATE 10-6-15

②
 ✓

PREPARED BY:
 PRICE & PYLES, P.C.
 Attorneys at Law
 120 Dixie Street
 Carrollton, Georgia 30117

Alan J. Lee
 CLERK OF SUPERIOR COURT

FILED
 15 OCT -6 PM 3:48

Alan J. Lee
 CLERK OF SUPERIOR COURT
 CARROLL COUNTY, GEORGIA

NTO

QUIT CLAIM DEED

STATE OF GEORGIA, COUNTY OF CARROLL

THIS INDENTURE, Made the 14th day of Oct, 2010, between

ELAINE CASH SKIPPER

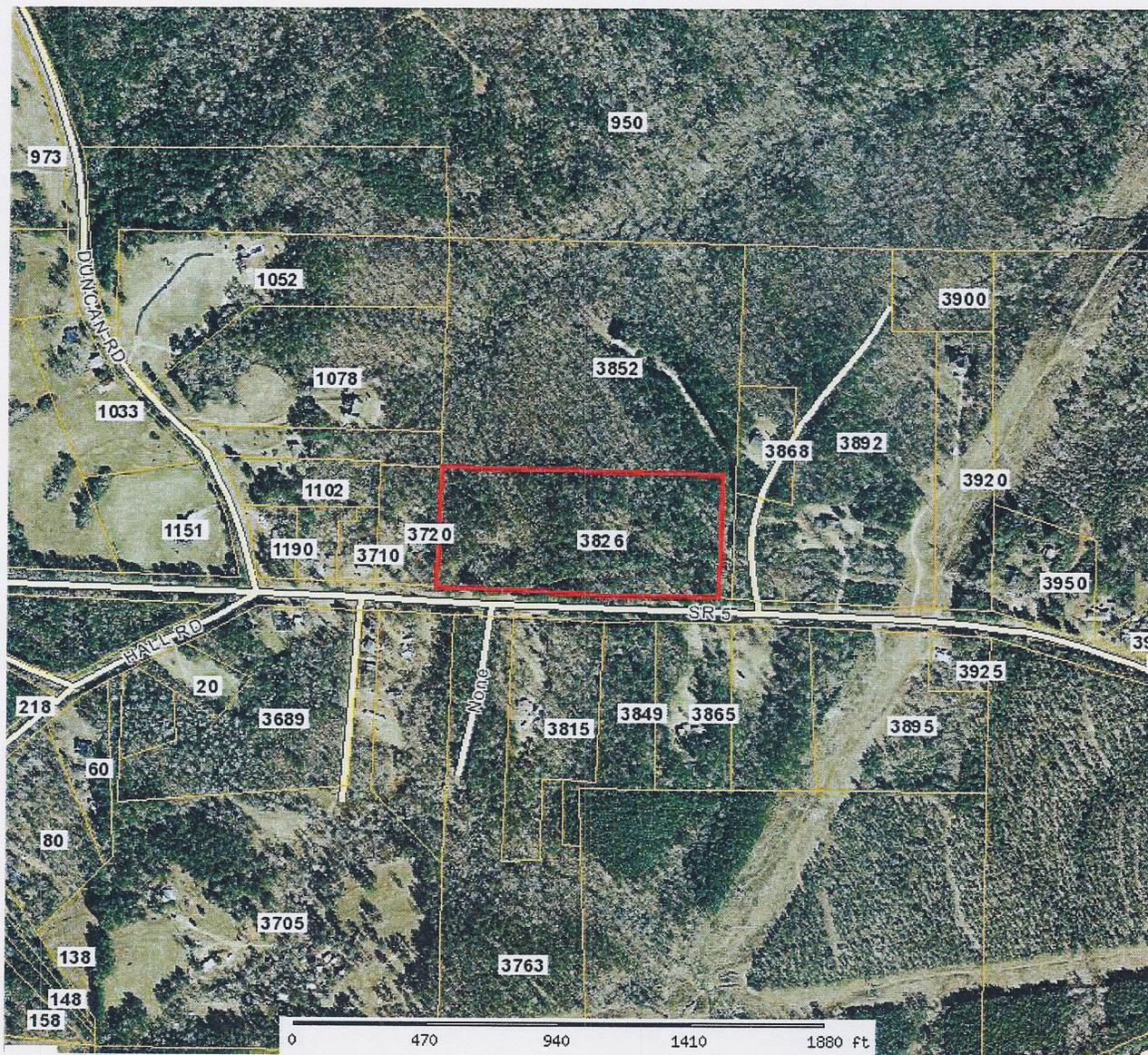
as parties of the first part, hereinafter jointly referred to as the "Grantor", and

WILSON SIGN REPAIR, INC.

a Georgia corporation, as party or parties of the second part, hereinafter called "Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of \$1.00 and as a deed of gift to correct real estate title records and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit claim to Grantee all the right, title interest, claim or demand which the Grantor has or may have had in and to the following described real property, to-wit:

All that tract or parcel of land lying and being in Land Lot 103 of the 4th Land District of Carroll County, Georgia and being more particularly described as follows: To find the point of beginning COMMENCE at a nail marking the intersection of the centerline of State Route 5 with the centerline of Duncan Road; thence running North 87 degrees 57 minutes 35 seconds East 652.91 feet to an iron pin; thence running North 02 degrees 22 minutes 40 seconds East 431.47 feet to an iron pin and the TRUE POINT OF BEGINNING; thence continuing North 02 degrees 26 minutes 00 seconds East 52.36 feet to an iron pin located on the south line



Carroll County Assessor

Parcel: 140 0006 Acres: 11.94

Name:	WILSON SIGN REPAIR INC	Land Value	\$46,254.00
Site:	3826 HWY 5 E	Building Value	\$0.00
Sale:	\$0 on 03-2015 Reason=PB Qual=U	Misc Value	\$0.00
Mail:	470 COLEMAN MILL RD CARROLLTON, GA 30116	Total Value:	\$46,254.00



The Carroll County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CARROLL COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

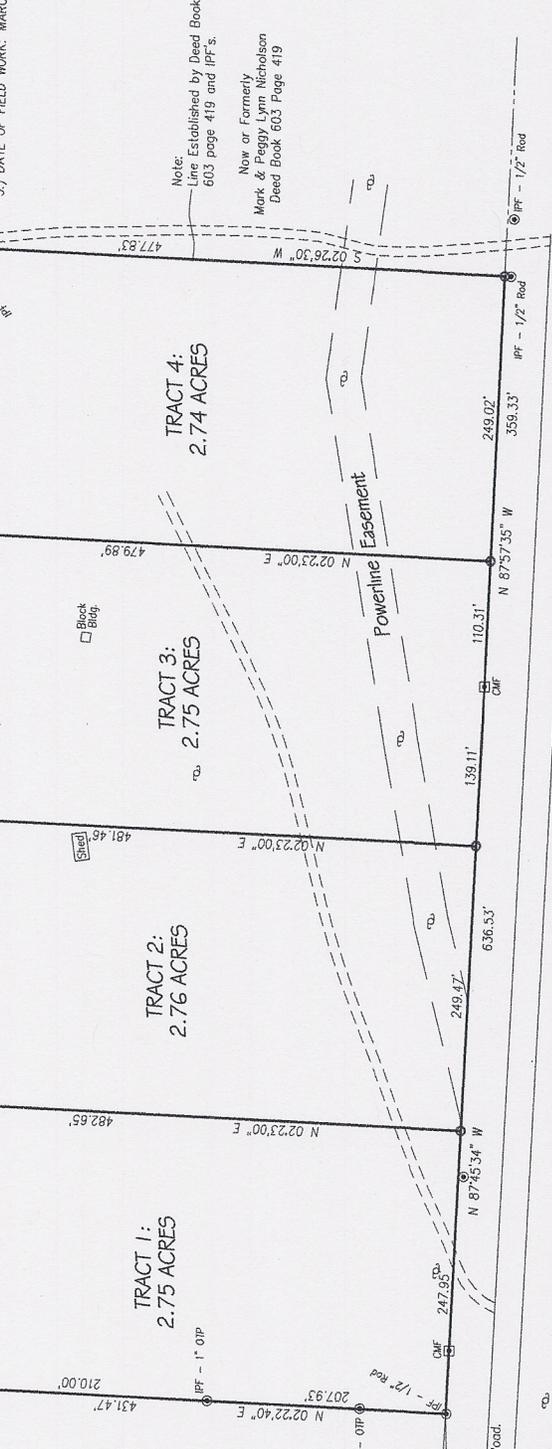
Date printed: 03/25/16 : 10:03:32

- LEGEND**
- ⊙ I.P.F. - Iron Pin Found
 - (1/2" Rebar Unless Shown Otherwise)
 - ⊙ I.P.S. - Iron Pin Set
 - (1/2" Rebar With Blue Cap PL5WG Unless Shown Otherwise)
 - ⊙ L.S.P. - Lead Stake (Unless Shown Otherwise)
 - ⊙ C.M.F. - Concrete Monument Found
 - P.O.C. - Point of Commencement
 - ⊙ L.L. - Lead Line
 - ⊙ L.L. - Lead Line
 - R/W - Right of Way
 - C/L - Centerline
 - ⊙ O.P. - Overhead Power Line
 - ⊙ S.S. - Sanitary Sewer Manhole
 - ⊙ U.P. - Utility Pole
 - ⊙ F.F. - Chain Link Fence
 - ⊙ W.F. - Wood Fence



LINE	BEARING	LENGTH
L1	N 02°26'00" E	52.36'

Now or Formerly
Rhody's Real Estate, Inc.
Deed Book 5301 Page 438



Note:
Line Established by Deed Book
603 page 419 and I.P.F.'s.

Now or Formerly
Mark & Peggy Lynn Nicholson
Deed Book 603 Page 419

Carroll County Public Works Department:
Carroll County assumes no responsibility for
the overflow or erosion of natural drains
beyond the extent of the street right-of-way
or for the extension of culverts beyond the
point shown on the approved and recorded
plat.

GENERAL NOTES:

- 1.) SURVEY DONE WITHOUT BENEFIT OF A CURRENT TITLE SEARCH OR COMMITMENT, AS SUCH, LAND USE RESTRICTIONS, SETBACKS, ZONING, EASEMENTS, RIGHTS OF WAY OR OTHER TITLE FACTS MAY EXIST THAT ARE NOT SHOWN.
- 2.) SPECIAL FLOOD HAZARDS DO NOT EXIST FOR SUBJECT PROPERTY PER FIRM MAP 1304500368D, EFFECTIVE DATE SEPTEMBER 19, 2007.
- 3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS, MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
- 4.) THIS PROPERTY IS TO BE SERVED BY A SEPTIC SYSTEM, AND A SEPTIC TANK PERMIT IS REQUIRED PRIOR TO A BUILDING PERMIT.
- 5.) DATE OF FIELD WORK: MARCH 23 & 24, 2015

CERTIFICATE OF FINAL PLAT APPROVAL

All Requirements of the Carroll County Subdivision Regulations Relative to the Preparation and Submission of a Final Plat having been fulfilled, Approval by this Plat is Herely Granted, Subject to Further Provisions Said Subdivision Regulations, and the Plat has Fully Complied with the Carroll County Zoning Resolution, and the Conditions of Zoning Approval have been met.

SAFE DAMS CERTIFICATE:
I here by certify that this property is not
down stream of a Category II Dam.

By: Lester E. Bell, Ga. RLS # 2935
Director, Community Development Depart.

Surveyor Certificate:
This Survey was prepared in conformity with the Technical Standards
for Property Surveys in Georgia as set forth in Chapter 180-7 of the
Rules of the Georgia Board of Registration for Professional Engineers
and Land Surveyors as set forth in the Georgia Plat Act O.C.G.A.,
43-6-07, Authority O.C.G.A. Secs. 43-6-67, 43-15-4, 43-15-6,
43-15-19, & 43-15-22. That all monuments shown hereon actually
exist or are marked as "Future" and their location, size, type, and
material are correctly shown. Furthermore, this plat does not create
any new street or roads, requires no utility improvements and requires
no new sanitary sewer lines or septic tanks.

PIONEER LAND SURVEYING

PREPARED BY:
PIONEER LAND SURVEYING
963 WHOOPING CREEK ROAD
CARROLLTON, GEORGIA 30116
PHONE: 770-636-1919
FAX: 688-636-7769

Pioneer Land Surveying is
a DBA for PLSWG, Inc.
www.plswg.net

Date of Approval _____

By: _____ Date _____

WILSON SIGN REPAIR, INC.

LAND LOT 103 - 4th DISTRICT - CARROLL COUNTY - GEORGIA

DATE: MARCH 30, 2015

FIELD: LEB PROJECT NO: 215069

REVISIONS

OWNER / SUBDIVIDER:
WILSON SIGN REPAIR, INC.
470 COLEMAN MILL ROAD
CARROLLTON, GEORGIA, 30116

TOTAL AREA SHOWN = 11.00 ACRES
TAX MAP 140 PARCEL 0006
CURRENT ZONING = AG
MINIMUM LOT SIZE = 174,240 Sq. Ft.
TOTAL NUMBER OF LOTS = 4

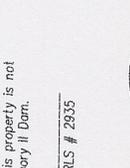
Quod Map = Lowell
Watershed = Whooping Creek

CLOSURE STATEMENT

The field data upon which this plat is based has a closure precision of one foot in 137,649 feet, and an angular error of 2 sec. per angle point, and was adjusted using the Least Square Method.

This plat has been calculated for closure, and is found to be accurate within one foot in 100,000 feet.

This survey was made using a GEOMAX ZOOM30 total Station, which reads distances to the nearest 0.005 foot and with direct-reading-to-3 seconds for angular measurement.



Carroll County Public Works Department:
Carroll County assumes no responsibility for
the overflow or erosion of natural drains
beyond the extent of the street right-of-way
or for the extension of culverts beyond the
point shown on the approved and recorded
plat.

Carroll County Public Works Department:
Carroll County assumes no responsibility for
the overflow or erosion of natural drains
beyond the extent of the street right-of-way
or for the extension of culverts beyond the
point shown on the approved and recorded
plat.

Carroll County Public Works Department:
Carroll County assumes no responsibility for
the overflow or erosion of natural drains
beyond the extent of the street right-of-way
or for the extension of culverts beyond the
point shown on the approved and recorded
plat.

Carroll County Public Works Department:
Carroll County assumes no responsibility for
the overflow or erosion of natural drains
beyond the extent of the street right-of-way
or for the extension of culverts beyond the
point shown on the approved and recorded
plat.