



Board of Appeals

AGENDA

Wednesday, August 23, 2023, 7:00 p.m.

- 1. Call to Order**
- 2. Roll Call - Determination of a Quorum**
- 3. Election of Officers**
- 4. Approval of the Meeting Agenda**
- 5. Approval of the October 20, 2022 - Meeting Minutes**
- 6. Public Hearing:**
- 7. Stream Buffer Variance - George Murray - Request to reduce the City Stream Buffer from 75 feet to 70 feet.**
- 8. New Business: None**
- 9. Old Business: None**
- 10. Announcements**
- 11. Board Members Comments**
- 12. Adjourn**

CITY OF FAIRBURN



BOARD OF APPEALS MEETING MINUTES

City Hall
56 Malone Street
Fairburn, GA 30213
Thursday, October 20, 2022
7:00 p.m.

Thomas Cochran, Chair
William Strawn, Vice-Chair
Brenda Cooper
Eric Wallis, Jr. (*Absent*)
Roselee Williams
Synitra Hutcherson (*Absent*)
Homer Knight

Interim Senior Planner: Richard Edwards
Interim Director: Rebecca Keefer
City Attorney: Valerie Ross

- I. **MEETING CALLED TO ORDER:** The meeting was called to order at 7:00 p.m. by Chair Cochran.
- II. **ROLL CALL:** A quorum was determined, and the meeting proceeded.
- III. **PUBLIC COMMENTS:** None
- IV. **APPROVAL OF AGENDA:** Commissioner Knight made a motion to **APPROVE** the agenda. Commissioner Williams seconded. **THE MOTION CARRIED.**
- V. **APPROVAL OF PREVIOUS MEETING MINUTES**
- VI. **PUBLIC HEARING:**

- **Stream Buffer Variance 2022098 Bohannon Distribution Center**
Address: 0 Bohannon Road (parcel ID # 09F080000300548)
Request: Relief from Article V. Stream Buffer Protection, Section 65-233 Land development requirements, to allow encroachment in the 25' impervious setback, 50' undisturbed buffer, and to fill a portion of an intermittent stream.

Rebecca Keefer presented the case to the commission.

Dennis Webb, attorney for the applicant, presented the case to the commission.

Commissioner Knight asked if having the Army Corps of Engineers approval changed staff's recommendation.

Commissioner Williams asked on the timeline of receiving the Army Corps of Engineers approval.

Commissioner Strawn reminded the commissioner that they could not start work without the Army Corp of Engineer permit and that the federal government monitors all construction under their approvals.

Dennis Webb informed the board that they had received an unofficial approval from the Army Corps of Engineers but they were awaiting the final, signed approval letter.

Commissioner Strawn asked when the headwall was constructed on the site.

Chair Cochran asked for clarification on what was being piped.

Vice-Chair Strawn motioned for **APPROVAL with Staff's Conditions** of Stream Buffer Variance 2022098. Commissioner Knight seconded. **THE MOTION CARRIED.**

VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

X. STAFF REPORT:

Interim Senior Planner, Richard Edwards, informed the commission of upcoming items.

XI. COMMISSION COMMENTS:

No commission comments.

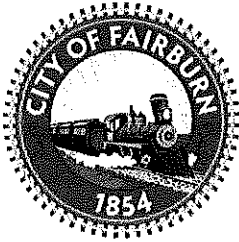
XII. ADJOURNMENT: Commissioner James made a motion to **ADJOURN**. Commissioner Stewart seconded. **THE MOTION CARRIED.**

MEETING ADJOURNED: The meeting adjourned at 7:25p.m.

Approval Signatures	
Date Approved	
Thomas Cochran, Chairman	
Rebecca Keefer, Recording Secretary	



VARIANCE APPLICATION PACKET



PROCEDURES AND INFORMATION FOR FILING A VARIANCE

Applications are available at the Office of Planning and Zoning, 26 West Campbellton Street, Fairburn, GA 30213 or online at www.fairburn.com. **Read the following instructions prior to filing and refer to the included filing schedule.**

A PRE-APPLICATION MEETING IS REQUIRED PRIOR TO FILING. To schedule a meeting, please contact the Planning and Zoning Office at 770-964-2244.

TYPES OF VARIANCES:

Listed below are the types of variances. Please identify the type of variance requested and check the appropriate box in Section I or Section II of the VARIANCE APPLICATION.

VARIANCES THAT DO NOT REQUIRE A PUBLIC HEARING:

The following variances are handled administratively by the City's Office of Planning and Zoning.

1. **MINOR VARIANCES:** Administrative relief can only be sought from the minimum yard requirements of the zoning district not to exceed 10% of the setback. (Example: 35-foot front yard = 3.5-foot variance). Letters from adjoining property owners are required at the time of filing.
2. **ADMINISTRATIVE MINOR VARIANCE:** Administrative relief from the minimum yard setback requirements for one foot or less.

VARIANCES THAT REQUIRE A PUBLIC HEARING:

The following variances require a public hearing and action by the Planning and Zoning Commission:

1. **PRIMARY VARIANCE:** Applicant seeks relief from the provisions of the Zoning Ordinance. All such appeals shall be heard by the Planning and Zoning Commission and shall be accompanied with a statement of hardship (See the Variance Considerations below).
2. **SECONDARY VARIANCE:** Applicant seeks to appeal a decision of the Zoning Administrator or seeks to appeal a decision on an Minor Variance or Administrative Minor Variance.

The following variances require a public hearing and action by the City Council:

3. **CONCURRENT VARIANCE:** Applicant seeks a variance in conjunction with a rezoning, use permit or zoning modification request on the same property, based, on the conceptual plan submitted with the petition for the same agenda.

FILING REQUIREMENTS FOR ALL VARIANCES:

1. **APPLICATION CHECKLIST:** See enclosed Variance Application Checklist. **Contact Staff at 770-964-2244 to schedule an appointment for a variance pre-application review meeting.**
2. **APPLICATION FORM:** Variance Applications must have an **original NOTARIZED SIGNATURE** of the property owner(s) of record or a notarized statement by the appellant acting as power of attorney for the property owner. Where there are multiple owners, a notarized signature of each and all owners must be submitted with the application.
1. **SURVEY:** An accurate, to scale, up-to-date certified survey of the property shown with metes and bounds must be submitted with the Variance Application. The survey should include existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property. must establish a point of beginning and from said point of beginning, give each dimension bounding the property, calling the directions (such as north, northeasterly, etc.) and returning to the point of beginning. The property's address must also be identified.
2. **LEGAL DESCRIPTION:** A legal description of the subject property must be submitted with the Variance Application. Legal Descriptions must establish a point of beginning and from said point of beginning, give each dimension bounding the property, calling the directions (such as north, northeasterly, etc.) and returning to the point of beginning. The property's address must also be identified.
3. **WARRANTY DEED:** A copy of the warranty deed must be submitted with the Variance Application.
4. **LEASE AGREEMENT:** When applicable, a copy of the lease agreement between the property owner and the applicant must be included with the Variance Application. The lease must identify the party responsible for the reclamation of the property.
5. **LETTER OF INTENT:** The letter of appeal shall state in detail the proposed project, the variance request, and a hardship statement stating that the granting of a variance will alleviate some demonstrated and unusual hardship for which a variance is warranted.
6. **CONCEPTUAL SITE PLAN:** The conceptual site plan must be drawn in accordance with the *Code of Ordinances, Chapter 62, Article V. The Building Process*. Site plan must include the following items:

1.	An accurate, up-to-date and certified survey of the property on which the project is to be built.
2.	A vicinity map showing the property in relation to the general area of the city in which it is located.
3.	The name of the proposed project.
4.	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.
5.	Graphic scale, north arrow, and date of preparation.
6.	Zoning of the property with required setbacks shown.
7.	Zoning, use, and ownership of all adjoining property
8.	Total area of the site, and the area of the site proposed to be devoted to impervious surfaces.
9.	Approximate topography of the site.
10.	Significant natural features on and adjacent to the site, including the 100-year floodplain, if appropriate.
11.	Existing manmade features on the site.

12.	Proposed site layout including buildings, drives, parking, walkways, landscaped-areas, tree save areas, buffers, easements, utilities and any other features necessary to properly present the concept.
13.	Proposed off-site improvements which may be necessary to properly develop the site.
14.	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.
15.	If the site plan is for an addition to or a change in an existing site plan, the drawings must clearly show the changes that are being proposed.

7. VARIANCE APPLICATION FEE:

\$350.00, payable by cash, check, money order or credit card (*except American Express*), plus **\$31.00** Notice of Public Hearing Sign

ALL CHECKS PAYABLE TO THE "CITY OF FAIRBURN." VARIANCE APPLICATION FEES ARE NON-REFUNDABLE

ALL REQUESTS FOR VARIANCES SHALL HAVE A STATEMENT OF HARDSHIP. THE FOLLOWING CONSIDERATIONS SHALL BE USED IN JUSTIFYING THE HARDSHIP.

VARIANCE CONSIDERATIONS: Variances may be considered in all districts. Primary variances and concurrent variances shall only be granted upon showing that:

- Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this Chapter or;
- The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or
- Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

Should a variance request impact approved zoning conditions, a separate Zoning Modification Application may be necessary.

VARIANCE LIMITATIONS: Please note that *no* variances shall be allowed for the following:

- Permitted uses or accessory uses for the zoning district
- Minimum lot area, minimum lot frontage on a street or minimum district size required in each zoning district
- Relief from the standards of Article VI (*The Appeals Process*) or Article VIII (*The Rezoning Process*)

PROCEDURES FOR FILING ALL VARIANCE APPLICATIONS:

1. **PRE-APPLICATION MEETING:** The property owner or applicant should schedule a pre-application meeting with the Zoning Administrator or his/her designee to discuss the request and necessary documents, fees and schedules pertinent to the request.
2. **APPLICATION SUBMITTAL:** The property owner or applicant shall submit a complete application to the Planning and Zoning Office.

3. **INITIAL STAFF REVIEW:** Completed applications will be distributed to appropriate city staff for review and comment. All staff comments will be submitted to the Planning and Zoning Office within 10 business days.
4. **RESUBMITTAL:** Upon receipt of staff comments, all comments will be consolidated into a single report for distribution to the applicant. The applicant should revise plans according to the comments received and resubmit plans to the Planning and Zoning Office.
5. **PUBLIC NOTICE:** The Planning and Zoning Office staff will prepare newspaper ads and property signs to assure proper notice of public hearings. Property signs must be placed on the site between 15 to 45 days before the date of the public hearing.
6. **STAFF EVALUATION:** A staff analysis report with a recommendation to the Planning and Zoning Commission will be prepared.
7. **PLANNING & ZONING COMMISSION:** The Planning and Zoning Commission shall hold a public hearing on the application and make a decision on the request. Conditions may be included as part of the decision. The Planning & Zoning Commission meets on the first Tuesday of each month (as needed) at Fairburn City Hall, 56 Malone Street, Fairburn, GA 30213.
8. **APPEALS.** Appeals of primary variance decisions shall be filed with the Fulton County Superior Court within 30 days of the Planning and Zoning Commission decision. Appeals to decisions of the Zoning Administrator (also called secondary variances/interpretations) shall be filed within 30 days of the decision to the Planning and Zoning Commission.



VARIANCE PUBLIC HEARING INFORMATION

Public hearings are required for Primary Variances and Secondary Variances. Public notification is required for Minor Variances.

Public Hearings for Primary Variances and Secondary Variances must be advertised in the manner listed below. Public Hearings for Concurrent Variances must be advertised with their associated rezoning, use permit or zoning modification requests.

POSTING OF PUBLIC HEARING SIGNS:

- **PLANNING AND ZONING COMMISSION PUBLIC HEARING NOTICE SIGN:** Signs posted along the frontages of Properties subject to variances that notify area residents of the Planning and Zoning Commission public hearing. **Applicants are required to post the public hearing sign in a conspicuous place along the property's public street frontage, no later than 20 days before the Planning and Zoning Commission hearing.** *Failure to post the signs by this deadline will result in the administrative removal of the public hearing from the agenda.* The sign must remain posted on-site until final action by the Planning and Zoning Commission. If the sign is mutilated and/or removed, the applicant is responsible for obtaining and re-posting a new sign.

OTHER PUBLIC NOTIFICATION FOR VARIANCES:

- Notice is mailed (via U.S. Mail) by City of Fairburn to all property owners within a 500-foot radius of the subject property. Said notice is postmarked no later than 15 days prior to the public hearing to property owners of record as shown on the real estate tax records of Fulton County as retrieved by the County's Geographic Information Systems.
- A published notice in a newspaper of general circulation is done by the City of Fairburn no later than 15 days prior to the public hearing. The published notice contains the time, place, purpose of the hearing and the location of the property.
- Minor variances require the applicant to notify the immediately adjacent property owners via email and/or certified mail.

PUBLIC HEARING DATES:

- **APPLICATION DEADLINES:** A schedule with deadlines and public hearing dates for all Variances can be found on the final page of this application packet.
- **PLANNING AND ZONING COMMISSION MEETING:** Primary and Secondary Variances are decided by the Planning and Zoning Commission. The Planning and Zoning Commission holds public hearings on the first Tuesday of each month at 7:00 p.m.

IF YOU HAVE ANY QUESTIONS CONCERNING THESE VARIANCE FILING PROCEDURES, PLEASE CONTACT THE PLANNING AND ZONING OFFICE AT 770-964-2244.



VARIANCE APPLICATION CHECKLIST

Please submit one (1) copy of the following documents and information.

ITEM #	REQUIRED ITEM	CHECK <input type="checkbox"/> (Office Use Only)
1.	Application Checklist	
2.	Application Form	
3.	Survey	
4.	Legal Description	
5.	Warranty Deed	
6.	Lease Agreement	
7.	Letter of Intent	
8.	Conceptual Site Plan	

Fees: \$350 per variance application and \$31 public hearing sign

For any documents that are larger than 11" x 17," a copy reduced to 11" x 17" shall also be required.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATIONS ARE ACCEPTED MONDAY – FRIDAY FROM 9:00 A.M. TO 3:00 P.M.



APPLICATION FOR VARIANCES

Date Received: _____

VARIANCE #: _____
(Office Use Only)

SECTION I – GENERAL INFORMATION

APPLICANT INFORMATION

Applicant Name: George E. Murray
Address: 301 Marble Springs Rd. Lilburn, GA 30047
Phone: _____ Cell: 770-870-7702 Fax: _____
Email Address: gmurrayprime@msn.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____
Address: _____
Phone: _____ Cell: _____ Fax: _____
Email Address: _____

PROPERTY INFORMATION

Address: 0 Azalea Dr. Fairburn, GA 30213
Parcel ID#: 09F100400531342 Land Lot: 13 District: 25 Acreage: 0.55
Request: _____

CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPES IN SECTION II.

SECTION II VARIANCES REQUIRING PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION OR CITY COUNCIL

- [] 1) **PRIMARY VARIANCE:** Seeks relief from any provision in the Zoning Ordinance that is not being handled as a minor variance or administrative minor variance.
- [] 2) **SECONDARY VARIANCE:** Seeks relief from variance decisions and interpretations made by the zoning administrator or relief from minor variance or administrative minor variance requests.
- [] 2) **CONCURRENT VARIANCE:** Seeks relief from any provision in the Zoning Ordinance when filed simultaneously with a rezoning, use permit, or zoning modification request on the same property.

MINOR & ADMINISTRATIVE MINOR VARIANCES
[NO PUBLIC HEARING REQUIRED]

- [] 1) **MINOR VARIANCE:** Seeks relief from the minimum yard requirements, not to exceed 10% of required setback (example: 35-foot front yard = 3.5-foot variance)
- [] 2) **ADMINISTRATIVE MINOR VARIANCE:** Relief requiring 1 foot or less from required building setback

VARIANCE CONSIDERATIONS:

- 1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or
- _____
- _____
- _____
- 2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or
- _____
- _____
- _____
- 3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.
- _____
- _____
- _____

SECTION III LEGAL DESCRIPTION OF PROPERTY (Legal description/survey must match submitted site plan.)

SUBDIVISION _____ UNIT/PHASE: _____ LOT NO(S): 13

LAND LOT(S): _____ DISTRICT: _____ TAX ID: 09F100400531342

PROPERTY ADDRESS 0 Azalea Drive, Fairburn, GA 30213

SECTION IV AUTHORITY TO PURSUE VARIANCE

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. **[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]**

George E. Murray

TYPE OR PRINT OWNER'S NAME

301 Marble Springs Rd.

ADDRESS

Lilburn, GA 30047

CITY, STATE & ZIP CODE

OWNER'S SIGNATURE

(770) 870-7702

AREA CODE/ PHONE NUMBER

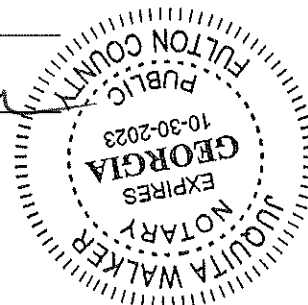
gmurrayprime@msn.com

EMAIL ADDRESS

Sworn to and subscribed before me this 3 day of

April 20 23

Notary Public



Part 2. APPLICANT INFORMATION

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE

ZIP CODE

Sworn to and subscribed before me this the

Day of 20

NOTARY PUBLIC

PETITIONER'S SIGNATURE

PHONE NUMBER

EMAIL ADDRESS

V. ATTORNEY/AGENT INFORMATION

CHECK ONE: ☐ ATTORNEY ☐ AGENT

TYPE OR PRINT ATTORNEY/AGENT NAME

ADDRESS

CITY, STATE & ZIP CODE

[_____]_____
AREA CODE/PHONE NUMBER

EMAIL ADDRESS

SIGNATURE OF ATTORNEY/AGENT

SURVEYORS NOTES:

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATION WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATION ARE BEGUN, CALL THE UTILITIES PROTECTION CENTER FOR ADDITIONAL INFORMATION.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECTIFICATION OF THE SURVEYOR NAMED SUCH PERSON, PERSONS OR ENTITY.
4. BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.
5. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.
6. ALL REBARS SET ARE 1/2" REBARS UNLESS OTHERWISE NOTED.
7. THE EXISTENCE, SIZE AND LOCATION OF IMPERVIOUS BUFFERS ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING AUTHORITY, CITY, OR COUNTY.

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- O.A.P. OVERHEAD POWER LINE
- P.P. POWER POLE
- L.L.L. LAND LOT LINE
- L.P.F. 1/2" IRON PIN FOUND
- L.F.S. 1/2" IRON PIN SET
- O.T.F. OPEN TOP FOUND
- T.L.P. TRAFFIC LIGHT POLE
- C.L. CENTER LINE
- LOT NUMBER
- N.M. WATER METER
- E/W. ELECTRIC BOX
- C/B. CABLE BOX
- O.M. GAS METER
- C.T.F. CRIMP TOP FOUND
- T.L.P. TRAFFIC LIGHT POLE
- A.F. ANGLE IRON FOUND
- C.P. COMPUTER POINT

NOTE:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 66,580 FEET AND AN ANGULAR ERROR OF 00'00"PER ANGLE POINT. THIS WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1: 183,383 FEET

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

INSTRUMENT USED:

GEOMAX ZOOM 90 ROBOTIC TOTAL STATION.
REFERENCE USE: PB 106 PG. 114

N/F
WHEAT DUNE C
PI: 09F100400531308
DB 238024 PG. 208
#370

N/F
JACKSON GILBERT & PATRICIA
PI: 09F100400531054
DB 20882 PG. 78
#333 HILLSIDE DR

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
CL	11.07	444.78	S07°00'24"W
			18570

LOT AREA
20,554. sq.ft.
0.471 acres

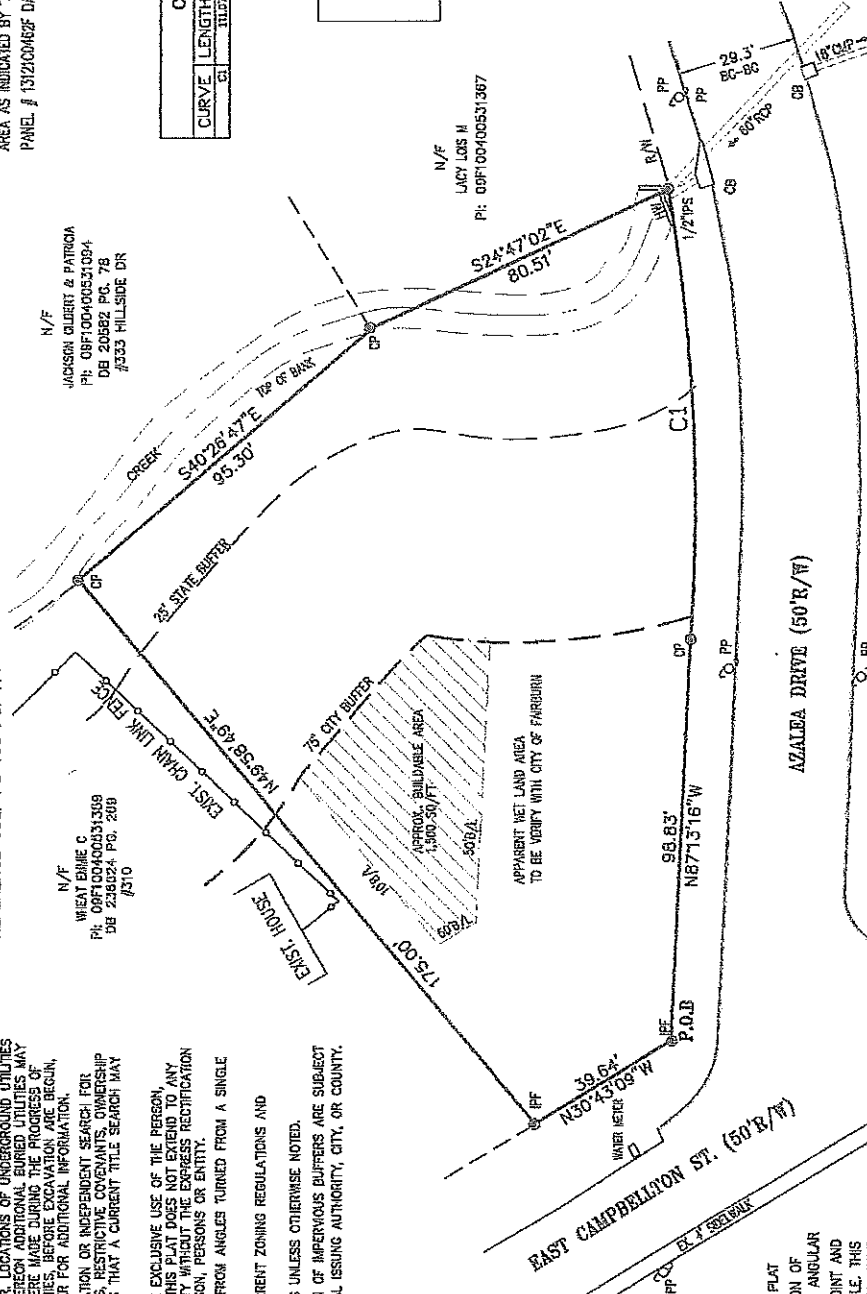
BOUNDARY SURVEY FOR GEORGE MURRAY

AZALEA DR.
FAIRBURN GA, 30213
PI: 09F100400531342
LL 52 9TH DISTRICT
BEING LOT 13 BLOCK 8
AZALEA PARK
FULTON COUNTY GEORGIA
DATE SURVEY PLAT 4/01/23

HURD PRINCE & ASSOCIATES, INC.

Consulting Planners & Surveyors
110 MLK SR HERITAGE TRAIL
STOCKBRIDGE, GEORGIA 30281-3424
Phone (678)-593-5450 CELL (404) 372-7304

JOB # 272727

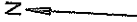


Scale (ft): 0 5 10

NOTE: All dimensions are feet, UNO.

PROPOSED
Layout
SITE PLAN

PRELIMINARY
Copyright
CONFIDENTIAL



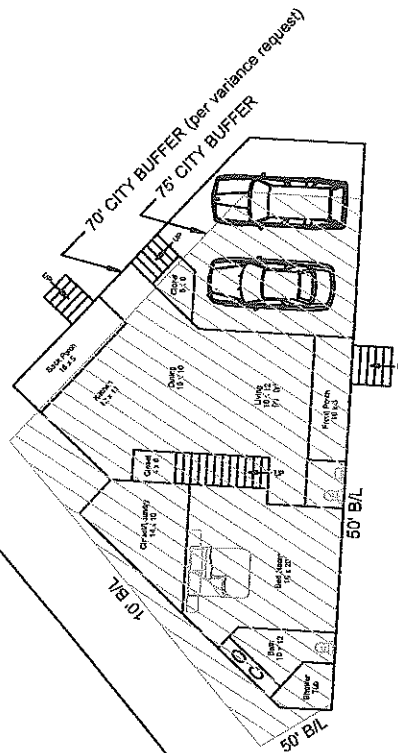
LOT
12

LOT
13

LOT
14

AZALEA DRIVE

CAMPBELLTON STREET

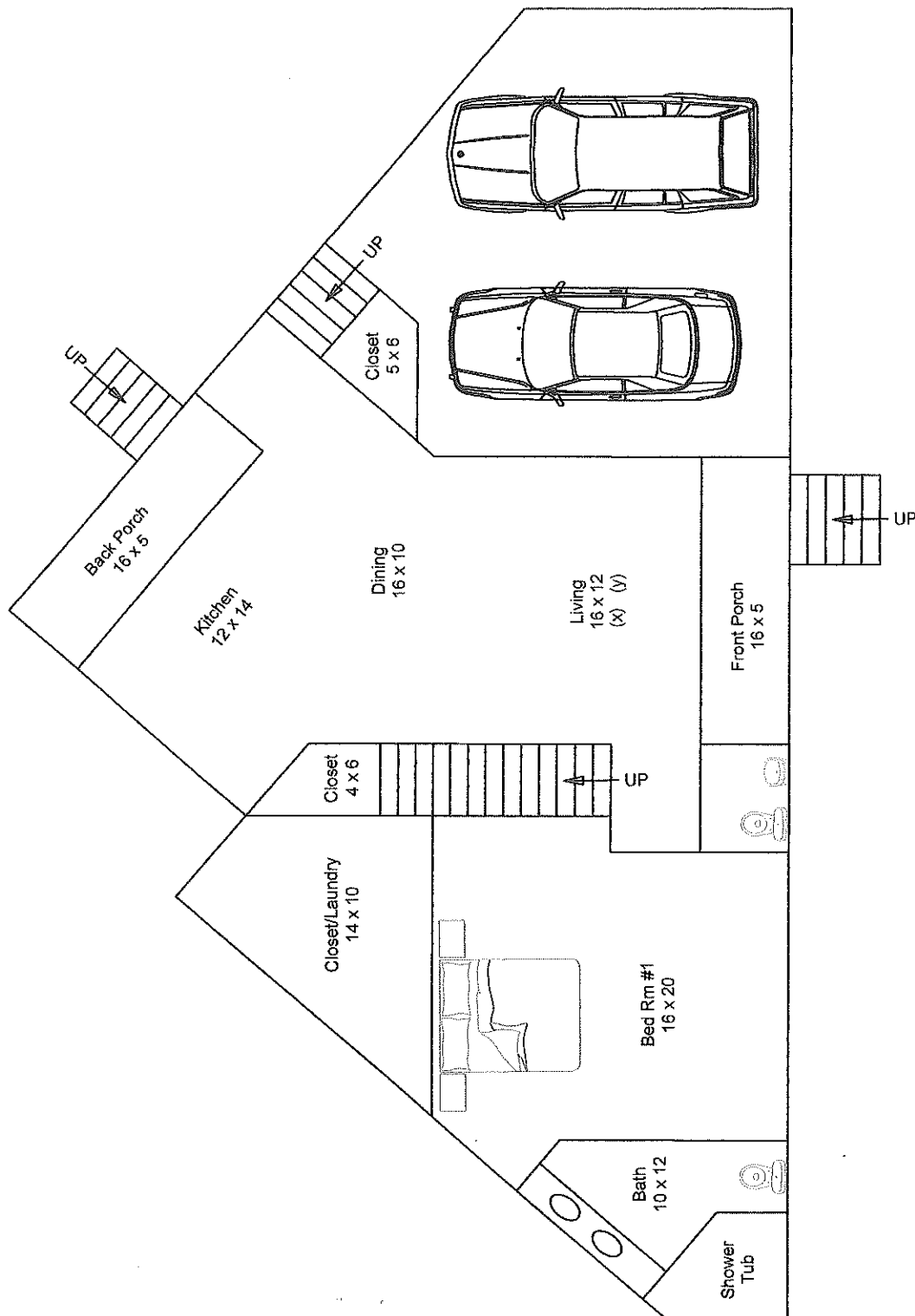


Scale (ft) : 0 5 10

NOTE: All dimensions are feet.

PROPOSED
Layout
1st FLOOR

PRELIMINARY

Copyright
CONFIDENTIAL

Scale (ft) : 0 5 10

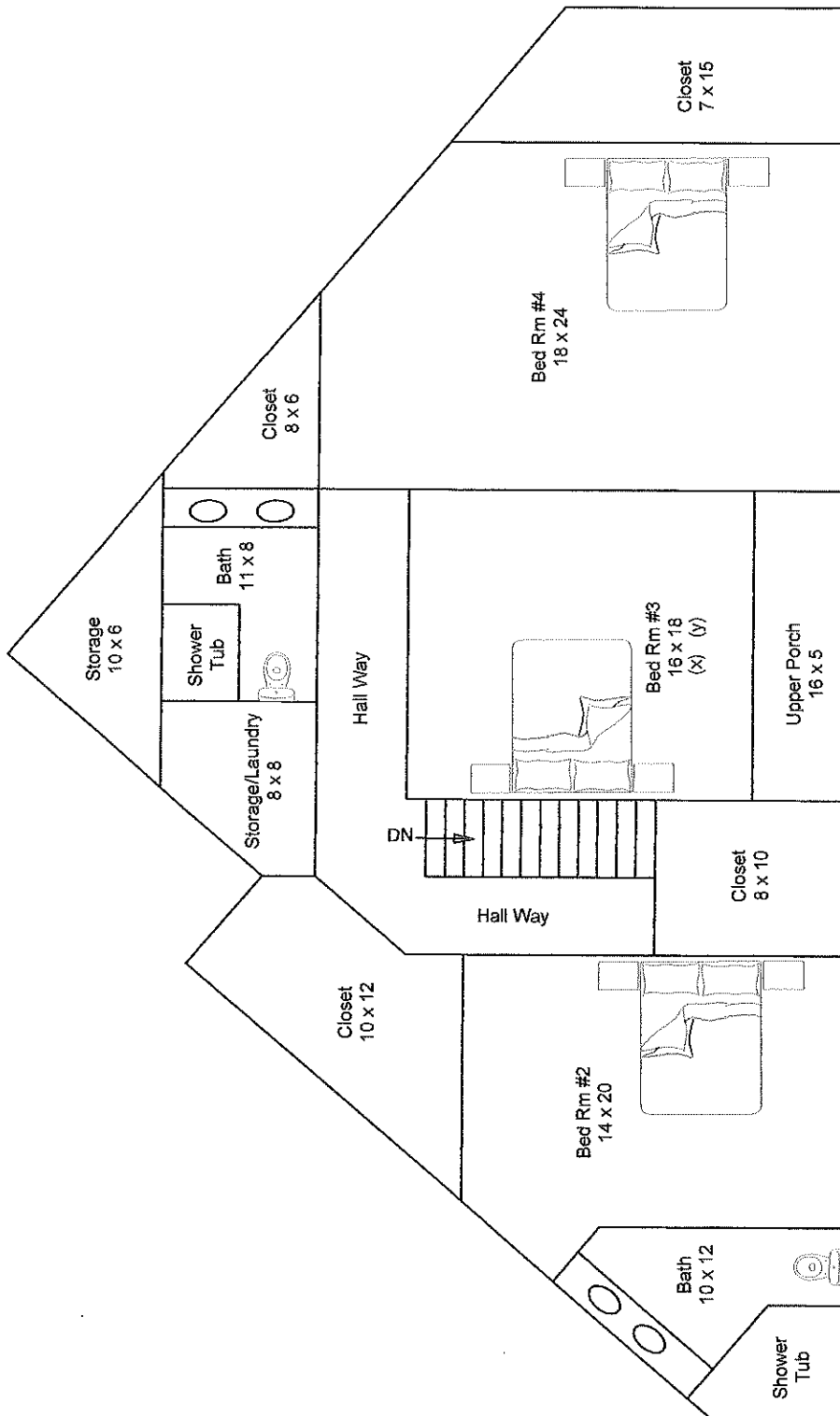
NOTE: All dimensions are feet.

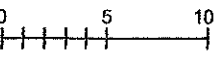
PROPOSED
Layout
2nd FLOOR

PRELIMINARY

Copyright
CONFIDENTIAL

N

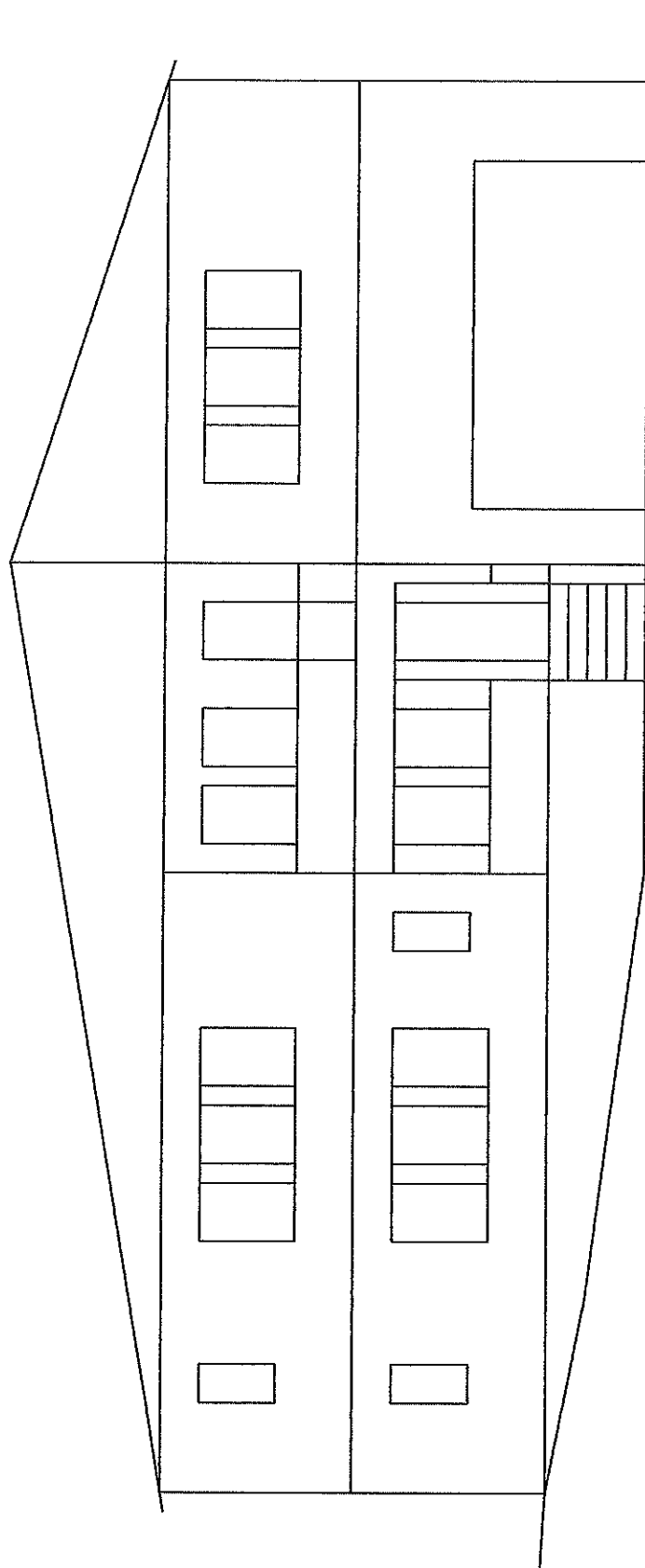
y
x

Scale (ft) : 

NOTE: All dimensions are feet.

PROPOSED
Layout
Front Elevation

PRELIMINARY
Copyright
CONFIDENTIAL



Deed Book 66341 Page 3/2
Filed and Recorded 11/22/2022 03:22:00 PM
2022-0347734
Real Estate Transfer Tax \$3.20
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 8764563431

06234

Return Recorded Document to:
Hallmark, Bowman & Hallmark, LLC
3818 Powder Springs Road
Powder Springs, Georgia 30127-2736

Tax ID#:09F-1004-0053-134-2

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

File #: 06234

This Indenture made this 18 day of November, 2022, between Thomas Scharko , of the County of Fulton, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and Made Official Solutions, LLC , 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).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration 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 the City of Fairburn, in Land Lot No. 52 of the 9th District of originally Campbell, Now Fulton County, Georgia, more particularly described as follows: BEGINNING at an iron pin at the intersection of the Northwestern side of Azalea Drive with the Easterly aide of East Campbellton Street; running thence northwesterly along the easterly side of East Campbellton Street a distance of 39.8 feet to an iron pin; thence northeasterly 175 feet, more or less to the westerly aide of a branch; thence southeasterly along the westerly aide of said branch 181 feet, more or less, to the northwesterly side of Azalea Drive; thence along the northwesterly side of Azalea Drive, and following the curvature thereof, a distance of 209.9 feet, more or less, to the easterly side of East Campbellton Street, the point of beginning. Being Lot No. 13 in Block B Azalea Park Subdivision, according to plat made by Steed & Associates, Surveyors, dated August 1965, recorded in Plat Book 86, Page 23, Fulton County records.

Tax ID#:09F-1004-0053-134-2

This Deed is given subject to all zoning ordinances, easements, covenants, conditions and restrictions of record affecting said bargained premises.

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 claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

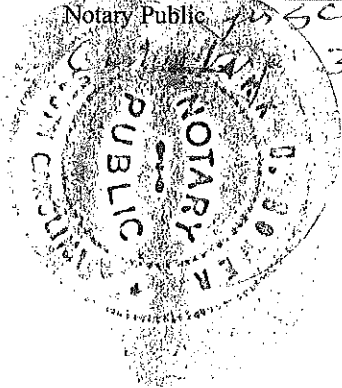
Signed, sealed and delivered in the presence of:

John J. Brown
Witness

Sworn to and subscribed before me
this 15th day of November, 2022.

Thomas Scharko
Notary Public

Thomas Scharko (Seal)
Thomas Scharko





Fidelity National Title[®]

Insurance Company

LEGAL DESCRIPTION

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Fairburn, in Land Lot No. 52 of the 9th District of originally Campbell, Now Fulton County, Georgia, more particularly described as follows: BEGINNING at an iron pin at the intersection of the Northwestern side of Azalea Drive with the Easterly aide of East Campbellton Street; running thence northwesterly along the easterly side of East Campbellton Street a distance of 39.8 feet to an iron pin; thence northeasterly 175 feet, more or less to the westerly aide of a branch; thence southeasterly along the westerly aide of said branch 181 feet, more or less, to the northwesterly side of Azalea Drive; thence along the northwesterly side of Azalea Drive, and following the curvature thereof, a distance of 209.9 feet, more or less, to the easterly side of East Campbellton Street, the point of beginning. Being Lot No. 13 in Block B Azalea Park Subdivision, according to plat made by Steed & Associates, Surveyors, dated August 1965, recorded in Plat Book 86, Page 23, Fulton County records.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a)Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b)Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023



(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.



- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter Included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown In Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

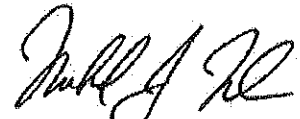
Countersigned:

By: _____
Authorized Officer or Agent


Hallmark, Bowman & Hallmark, LLC
3818 Powder Springs Rd
Powder Springs, GA 30127
Tel: 770-943-1106
Fax: 770-943-1126

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

Attest:


Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any Improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS





Fidelity National Title

Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. All taxes for the year 2022 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Easements, or claims of easements, not shown by the Public Records.
6. Any security deed, mortgage or other debt executed in conjunction with or used to fund the insured acquiring the insurable interest in the property outlined in Schedule "A".
7. A. Protective Covenants, Conditions, Restrictions, Easements and setbacks recorded in Fulton County, Georgia Records, and as specifically recorded in Deed Book 4644, Page 552, aforesaid records, in Plat Book 86, Page 23, aforesaid records, and as may be amended hereafter, but omitting any covenants or restriction, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. This policy insures that a violation thereof will not cause a forfeiture or reversion of title.
 B. Riparian rights of others in and to the uninterrupted flow of waters any creek traversing the subject property. The nature, extent or existence of riparian rights are neither guaranteed nor insured.
 C. Any outstanding or past due water, sewer or other utility bills applicable to the property.
 D. Easement to Southern Bell Telephone and Telegraph Company dated 3/24/65 recorded in Deed Book 4390, Page 294, Fulton County, Georgia Records.
 E. Title to that portion of captioned property lying within the bounds of roads, highways, easements and/or right-of-ways.
 F. Property tax payments not due and payable yet for the tax year 2022 and all years thereafter including any taxes owed for the current tax year which may result from a reassessment of captioned property.

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TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of her the said part y of the second part, her heirs and assigns, forever, IN FEE SIMPLE.

And the said part y of the first part, for himself, his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part y of the second part, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of

Mrs. Ruby Campbell

W. J. Mitchell

NOTARY PUBLIC. My Comm.

M. R. Tarpley (Seal)

M. R. Tarpley

FILED
FULTON CO., GA.

RECORDED

SEP 15 4 13 PM '61

SEP 20 '61

N.P.
SEAL

June 30, 1965

W. J. Mitchell
CLERK, SUPERIOR COURT

BOOK 3772 PAGE 318

James P. Jones

TARPLEY

ANZEL

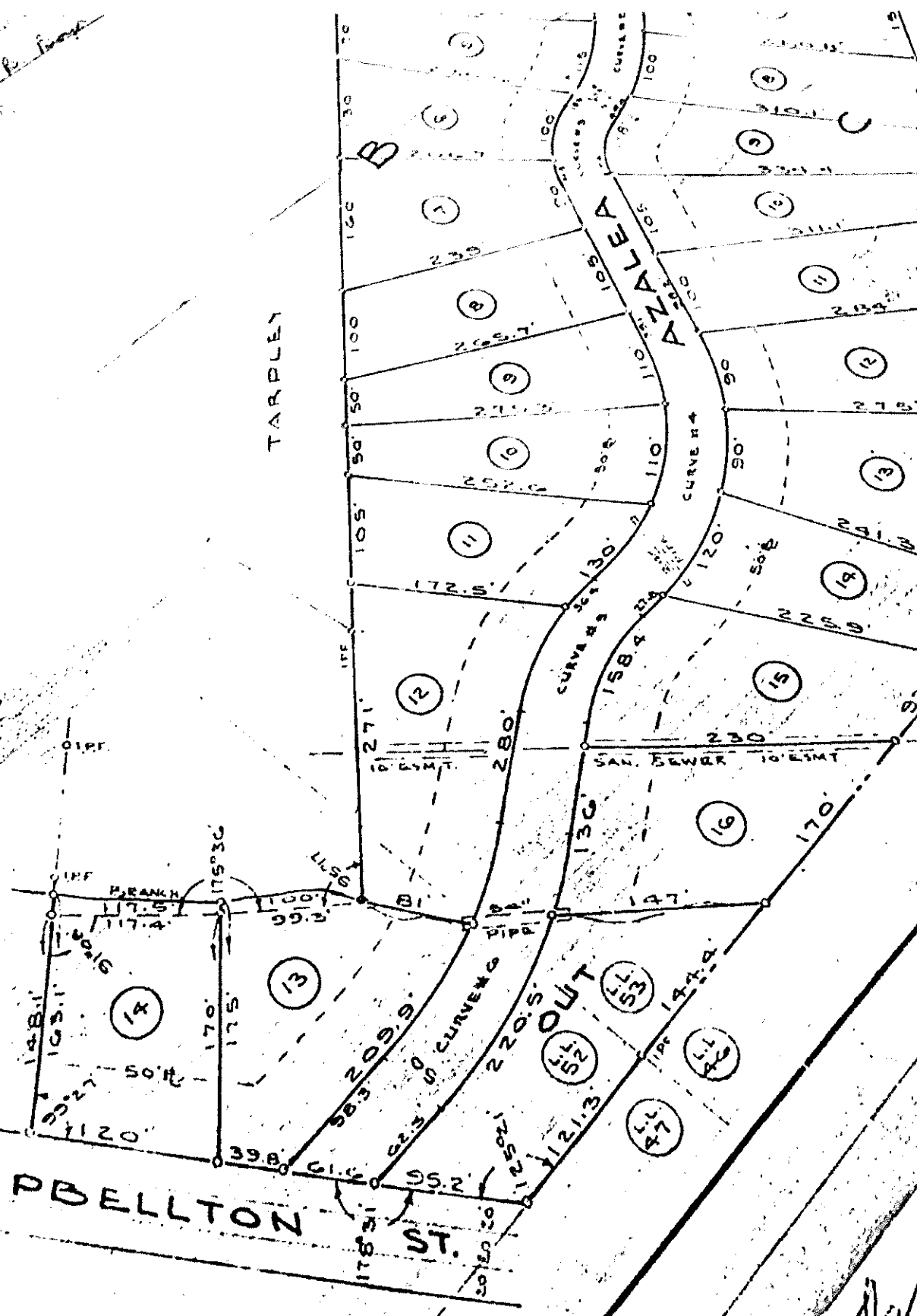
E. CAMPBELLTON

ST.

OUT

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Amber



1742533
STATE OF GEORGIA,

STANDARD WARRANTY DEED

FULTON County

THIS INDENTURE, made this 1st day of September
in the year of our Lord One Thousand Nine Hundred and Sixty Onebetween M. R. TARPLEY
of the State of GEORGIA and County of FULTON of the first part
and MRS. M. R. TARPLEYof the State of GEORGIA and County of FULTON of the Second partWITNESSETH: That the said part Y of the first part, for and in consideration of the sum of
Ten Dollars and other valuable considerations

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged
has BE granted, bargained, sold and conveyed and by these presents do BE grant, bargain, sell and convey unto
the said part Y of the second part her heirs and assigns, all that tract or parcel of
land lying and being in the City of Fairburn, in Land Lots 52 and 53 of the 9th District
of Fulton County Georgia, more particularly described as follows:

BEGINNING at an old stone corner marking the southeast corner of Land Lot 52
and the southwest corner of Land Lot 53 and running thence east along the south line
of said Land Lot 53 a distance of 301 feet; thence northwestwardly 600 feet, more or
less, to an iron pin on the southeastern line of the W. A. Mitchell property; thence
southwestwardly along the southeastern lines of W. A. Mitchell and Mrs. Mary Lynn
Tarpley, 385 feet, more or less to the northeastern side of the new Spence Road;
thence southeastwardly along the northeastern side of the new Spence Road to the south
line of said Land Lot 52, said point being marked by an iron pin; thence east along
the south line of said Land Lot 52 a distance of 135 feet to the old stone corner
at the southeast corner of said Land Lot 52, at the point of beginning.

LEGAL DESCRIPTION

all that tract or parcel of land lying and being in the City of Fairburn, in Land Lot No. 52 of the 9th District of originally Campbell, Nov Fullon County, Georgia, more particularly described as follows:

BEGINNING at an iron pin at the intersection of the Northwesternly aide of Azalea Drive with the Easterly aide of East Campbellton Street; running thence northwesterly along the easterly side of East Campbellton Street a distance of 39.8 feet to an iron pin; thence northeasterly 175 feet, more or less to the westerly aide of a branch; thence southeasterly along the westerly aide of said branch 181 feet, more or less, to the northwesterly side of Azalea Drive; thence along the northwesterly side of Azalea Drive, and following the curvature thereof, a distance of 209.9 feet, more or less, to the easterly side of East Campbellton Street, the point of beginning.

Being Lot No. 13 in Block or Azalea Park Subdivision, according to plat made by Steed & Associates, Surveyors, dated August 1965, recorded in Plat Book 86, Page 23, Fulton County records.

EXAM NOTES

LEGAL STATES INCORRECT PLAT PAGE AS 231, CORRECT IS 23.

NO OPEN SECURITY DEED FOUND.

CURRENT LEGAL STATES INCORRECT PLAT PAGE OF 231, CORRECT PAGE IS 23.

2392959

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 part 7 of the second part, n13 heirs and assigns, forever, in Fee Simple.

AND THE SAID part Y of the first part, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part Y of the second part, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part ha^s hereunto set her
hand and seal _____, the day and year above written.

Signed, sealed and delivered in presence of:

Peggy Jackson N. P. SEAL Mrs. M. R. Jarpley (Seal)

Notary Public James J. Howard (Seal)
BOOK 5962 PAGE 125

Notary Public, Common State of Large
My Commission Expires Sept. 10, 1973

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