COUNTY AGENDA REQUEST

Department:	Planning and Zoning	Presenter(s):	Pete Frisina
Meeting Date:	Thursday, February 28, 2013	Type of Request:	Public Hearing

Wording for the Agenda:

Consideration of Petition 1225-12, Gregory H. Moody, Jr. and Brenda K. Moody, Owners, and Lynette M. Bowles, Agent, request to rezone 2.49 acres from A-R: Agricultural-Residential to A-R (LNS): Agricultural-Residential (Legal Nonconforming Status) to bring said property into zoning compliance. This property is located at 250 Rising Star Road and also fronts on Old Greenville Road.

Background/History/Details:

Staff recommends approval of Petition 124-12 to rezone 2.49 acres from A-R: Agricultural - Residential to A-R (LNS): Agricultural-Residential (Legal Nonconforming Status), with two recommended conditions.

The Planning Commission voted 4-0-1 for approval of Petition 1225-12, with two recommended conditions.

The recommended conditions are:

1) The owner/developer shall donate at no cost to the County, via a quit claim deed, 10 feet of right-of-way along Rising Star Road and 30 feet of right-of-way from the centerline of Old Greenville Road prior to the approval of the Minor Subdivision Plan and said dedication area shall be shown on the Minor Subdivision Plat. (Per Public Works, this condition is to ensure the provision of right-of-way for future road improvements.)

2) The existing detached garage encroaching 31 feet into the 50 foot side yard setback will need a variance by the Zoning Board of Appeals to remain in the setback prior to submittal of the Minor Subdivision Plat.

What action are you seeking from the Board of Commissioners?

Consideration of Petition 1225-12, Gregory H. Moody, Jr. and Brenda K. Moody, Owners, and Lynette M. Bowles, Agent, request to rezone 2.49 acres from A-R: Agricultural-Residential to A-R (LNS): Agricultural-Residential (Legal Nonconforming Status) to bring said property into zoning compliance, with said property being located at 250 Rising Star Road and fronting on Old Greenville Road, with two conditions as recommended by staff and the Planning Commission.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	Yes	If so, when?	Thursday, January 24, 2013
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	
Administrator's Approval			

Staff Notes:

This request was tabled by the Board of Commissioners during the January 24, 2013 Commission meeting to allow for legal review and opinion.

PLANNING COMMISSION REZONING REPORT

PETITION NO.: 1225-12

APPLICANT: Gregory H. Moody, Jr. & Brenda K. Moody
250 Rising Star Road
Fayetteville, GA 30215

STAFF RECOMMENDATION: Approval with Two (2) Conditions

PLANNING COMMISSION HEARING: December 6, 2012

PLANNING COMMISSION RECOMMENDATION: Approval with Two (2) Conditions

BOARD OF COMMISSIONERS HEARING: January 24, 2013

COMMISSION DECISION: _____

REQUEST: Request to rezone 2.49 acres from A-R to A-R (LNS) to bring the lot into compliance.

PARCEL SIZE: 2.49

EXISTING USE: Single-Family Residential

PROPOSED USE: Single-Family Residential

LOCATION: Land Lot 155 of the 4th District and fronts on Rising Star Road and Old Greenville Road

ZONING OF SURROUNDING PROPERTY: A-R

LAND USE PATTERN: Agricultural Residential (1 Unit/5 Acres)

PLANNING COMMISSION HEARING NOTES: See Attached Minutes.

MOTION AND VOTE OF PLANNING COMMISSION: Al Gilbert stated that he was going to restate his motion for clarification to recommend approval of the petition with two conditions. Bill Beckwith said he would withdraw his original motion and second the restated motion. Chairman Thoms called the question. The motion unanimously passed 4-0. Members voting in favor were: Chairman Thoms, Al Gilbert, Bill Beckwith, and Doug Powell. Jim Graw was absent.

REASON(S) FOR RECOMMENDATION:

In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

PLANNING COMMISSION RECOMMENDATION

DATE: December 6, 2012

TO: Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1225-12, the application of Gregory H. Moody, Jr. & Brenda K. Moody to rezone 2.49 from A-R to A-R (LNS), be: 4-0-1

__✓__ Approved _____ Withdrawn _____ Disapproved

_____ Tabled until _____

This is forwarded to you for final action.

TIM THOMS, CHAIRMAN

AL GILBERT, VICE-CHAIRMAN

BILL BECKWITH

DOUG POWELL

JIM GRAW

Remarks:

To: Fayette County Board of Commissioners

From: Dennis S. Dutton, Fayette County Planning & Zoning

Date: January 11, 2013

Subject: Board of Commissioners Public Hearing, January 24, 2013

The attached report is submitted for you consideration and contains the Staff's Recommendation and the Planning Commission's Recommendation on the rezoning application scheduled for public hearing on January 24, 2013.

PAGE	PETITION NUMBER	LOCATION/ REQUEST	STAFF RECOMMENDATION	PLANNING COMMISSION RECOMMENDATION
1-1	**1225-12**	**Rising Star Rd/ A-R to A-R (LNS) to bring the lot into zoning compliance**	**APPROVE C-H WITH TWO (2) RECOMMENDED CONDITIONS**	**APPROVE W/ TWO (2) RECOMMENDED CONDITIONS**

DSD

cc: Dennis A. Davenport, Interim County Attorney
Peter A. Frisina, Director of Planning & Zoning
Dennis S. Dutton, Zoning Administrator/PC Secretary

PETITION NO: 1225-12

REQUESTED ACTION: A-R to A-R (LNS)

PROPOSED USE: Single-Family Residential

EXISTING USE: Single-Family Residential

LOCATION: Rising Star Road and Old Greenville Road

DISTRICT/LAND LOT(S): 4th District, Land Lot(s) 155

OWNER: Gregory H. Moody, Jr. & Brenda K. Moody

APPLICANT: Gregory H. Moody, Jr. & Brenda K. Moody

PLANNING COMMISSION PUBLIC HEARING: December 6, 2012

BOARD OF COMMISSIONERS PUBLIC HEARING: January 24, 2013

APPLICANT'S INTENT

Applicant proposes to rezone a non-conforming 2.49 acre lot from A-R to A-R (Legal Nonconforming Status) to bring the lot into compliance.

STAFF RECOMMENDATION

APPROVAL WITH TWO (2) CONDITIONS

INVESTIGATION

A. PROPERTY SITE

The subject property is a 2.49 acre lot located on the southwest corner of Rising Star Road and Old Greenville Road in Land Lot(s) 155 of the 4th District. Rising Star Road is classified as a Collector road and Old Greenville Road is classified as a County Local road on the Fayette County Thoroughfare Plan. The subject property contains a single-family dwelling and is currently zoned A-R.

History:

1. A Warranty Deed from L.W Wages and R.F. Collins to Royalton Boatfield recorded on July 23, 1973 created a 6.42 acre lot at the southwest corner of Rising Star Road and Old Greenville Road. Additionally, a Warranty Deed (same parties) recorded on July 23, 1973 appears to have created a one (1) acre lot within the aforementioned 6.42 acre lot along its southern boundary.
2. The Tax Assessor records indicate a single-family dwelling was built on the property in 1974. There are no building permits files prior to 1982 as the records were destroyed in the Courthouse fire in that year so there is no record of the deed and/or plat used to issue the building permit. Per the 1987 aerials this single-family dwelling is located on the southern portion of the 6.42 acre lot facing Old Greenville Road. Per current aerials this structure does not appear to be within the aforementioned one (1) acre lot.
3. In July of 1987 a building permit was issued to Royalton Boatfield for a single-family dwelling on the 6.42 acre lot. The building permit file contained the aforementioned Warranty Deed recorded in 1973 for 6.42 acres and a survey of the 6.42 acre lot. A copy of the tax parcel map was used to indicate that the dwelling was to be built in the northern portion of the lot close to the intersection of Rising Starr Road and Old Greenville Road. The permitting of this dwelling allowed two single-family dwellings to be built on one lot. There are no notations in the permit file about a second single-family dwelling on the 6.42 acre lot.
4. In July 1991 a permit was issued to Royalton Boatfield for a detached garage in close proximity to the single-family dwelling built in 1987. The building permit file contained a Security Deed recorded in 1986 for 6.42 acres and a survey of the 6.42 acre lot. A hand drawing was used to depict the location of the detached garage and indicated that the structure was to be 79 feet from the west property meeting the 50 foot side yard setback. The survey submitted by the applicants for this rezoning indicates the detached garage is 19 feet from the west property line.
5. A Warranty Deed recorded on April 24, 1992 transferred the ownership of 2.28 acres from Royalton Boatfield to Dale Kory Walker (son-in-law) and Lisa Lynn Walker (daughter). This lot contained the single-family dwelling permitted in 1987 and the garage permitted in 1991. This subdivision of the 6.42 acre lot created two illegal non-conforming lots as neither met the A-R minimum five (5) acre lot requirement.

6. An Affidavit recorded on September 15, 1998 states that Royalton Boatfield passed away on April 8, 1998 and that Lisa Lynn Walker is his sole heir.
7. A Quit Claim Deed was recorded on November 4, 1998 releasing any interest Lisa Lynn Walker has on a 2.28 acre lot (subject property) to Dale Kory Walker.
8. A Warranty Deed recorded on October 9, 2000 transferred the ownership of 2.28 acres (subject property) from Dale Kory Walker to Kory Walker.
9. A Quit-Claim Deed was recorded on November 13, 2001 releasing any interest Lisa Lynn Walker has on 2.471 acres (subject property) to Kory Walker.
10. A Warranty Deed recorded on November 13, 2001 transferred the ownership of 2.471 acres (subject property) from Kory Walker to Derrick Bentley.
11. A Warranty Deed recorded on February 7, 2005 transferred the ownership of 2.471 acres (subject property) from Derrick Bentley to David Krueger.
12. A Foreclosure Deed was recorded on December 22, 2005 for the subject property.
13. A Limited and Special Warranty Deed recorded on April 28, 2006 transferred the ownership of 2.471 acres (subject property) from Federal National Mortgage Association to Gregory L. Moody and Brenda K. Moody.

A special warranty deed is one in which the grantor covenants to defend or limit the title against the claims and demands of the grantor and anyone claiming through or under the grantor. However, a grantor does not warrant against the defects of title arising from conditions that pre-existed his/her ownership of the property (definitions.uslegal.com).

B. SURROUNDING ZONING AND USES

The general situation is a 2.49 tract that is zoned A-R. In the vicinity of the subject property is land which is zoned A-R. See the following table and also the attached Zoning Location Map. The subject property is bound by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North (across Rising Star Road)	5.0	A-R	Single-Family Residential	Agricultural Residential (1 Unit/5 Acres)
Northeast (across Old Greenville Road)	1.2	A-R	Single-Family Residential	Agricultural Residential (1 Unit/5 Acres)
East (across Old Greenville Road)	1.4	A-R	Church	Agricultural Residential (1 Unit/5 Acres)
South	4.1	A-R	Single-Family Residential	Agricultural Residential (1 Unit/5 Acres)
West	2.0	A-R	Single-Family Residential	Agricultural Residential (1 Unit/5 Acres)

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Agricultural Residential (1 Unit/5 Acres). The following is stated in Land Use Element, Future Land Use Map and Narrative text of the Fayette County Comprehensive Plan

Illegal Nonconforming Lots.

Illegal nonconforming lots may be given consideration for rezoning to a Legal Nonconforming Status (LNS) sub-category of the same zoning district based on the factors under Articles VII. and XI. of the Zoning Ordinance.

The rezoning request for the subject property does meet the factors under Articles VII. and XI. of the Zoning Ordinance and therefore is in compliance with the Comprehensive Plan.

D. ZONING/REGULATORY REVIEW

The applicant seeks to rezone from A-R to A-R (LNS) for the purpose of bringing the nonconforming 2.49 acre lot into compliance.

Setbacks and Buffers

Zoning District	Zoning Setbacks	Minimum Lot Size	Minimum House Size	Lot Width at Building Line	Buffer
A-R (existing zoning district)	F - 100' Arterial F - 100' Collector F - 75' Minor S - 50' Side R - 75' Rear	5 Acres	1,200 sq ft	250'	N/A

Consideration of the Rezoning of Illegal Nonconforming Lots

Section 7-2. Nonconformances., A. Nonconforming Lots, states the following:

Consideration for the Rezoning of Illegal Nonconforming Lots. An illegal nonconforming lot may be considered for rezoning to a Legal Nonconforming Status (LNS) sub-category of the same zoning district. For the purposes of this section, an illegal nonconforming lot is a lot which does not comply with the minimum lot area (acreage), minimum lot width at the building line, and/or the minimum required road frontage; whereas, a variance cannot be granted for said deficiencies by the Zoning Board of Appeals (see Article IX.) The status of any existing legal nonconforming uses or structures will be evaluated and addressed during the rezoning procedure. After approval of the rezoning, any existing illegal nonconforming structure(s) which are to remain will need a variance authorized by the Zoning Board of Appeals (see Article IX.) The continuation of an illegal nonconforming use is prohibited. The petition for rezoning to a LNS sub-category of the same zoning district shall be evaluated per the following factors, in addition to those listed under Article XI. Policies, Procedures and Standards Governing Amendment: (Adopted 05/24/12)

1. Whether the applicant is a bona-fide purchaser in good faith of said illegal nonconforming lot without the knowledge of any illegal nonconformance and has provided documentation that there was no disclosure of nonconformance made at the time of acquisition of the property and that the property was acquired with a non-contingent contract, as applicable. (Adopted 05/24/12)\

   The applicants have indicated that they had no knowledge of any illegal nonconformance regarding the subject property and the property was bought with a Limited and Special Warranty Deed (see definition above). The applicant's Real Estate Purchase Agreement Addendum to the Purchase and Sale Agreement states under 6. Condition of Property that the property is sold "As Is." (see attached)

2. Whether the applicant created the illegal nonconforming lot by any of his/her actions or has a familial relationship to an individual that created the illegal nonconforming lot. (Adopted 05/24/12)

   The applicants did not create the illegal nonconforming lot by any of their actions and do not have a familial relationship to an individual that created the illegal nonconforming lot.

2. Whether the applicant has attempted to acquire more property from adjacent properties to bring the illegal non-conforming lot into compliance. The applicant shall provide written information documenting such attempt(s) and the result of such attempt(s). (Adopted 05/24/12)

The applicants indicated that they attempted to acquire more property from adjacent properties to bring the illegal non-conforming lot into compliance without success. Additionally, the subject property is a corner lot so the only options to acquire adjacent property would be to the west and to the south. The property to the west is a legal nonconforming two (2) acre lot that contains a single-family dwelling, any alteration to this lot would cause it to become an illegal nonconforming lot. The property to the south is an illegal non-conforming four (4) acre lot, the remainder of the original 6.42 acres, which contains a single-family dwelling.

3. Whether the applicant has executed and signed an affidavit affirming all of the above are true and correct. (Adopted 05/24/12)

   The applicants have executed and signed an affidavit (see attached).

4. Whether the County issued any building permit(s) for any structure(s) on the illegal nonconforming lot including the circumstances involved with the issuance of said permits. (Adopted 05/24/12)

   The County issued a building permit in error for a single-family dwelling on the 6.42 acre lot in 1987. The building permit file contained the aforementioned Warranty Deed recorded in 1973 for 6.42 acres and a survey of the 6.42 acre lot. A copy of the tax parcel map was used to indicate that the dwelling was to be built in the northern portion of the lot close to the intersection of Rising Starr Road and Old Greenville Road. The permitting of this dwelling allowed two single-family dwellings to be built on one lot. There are no notations in the permit file about a second single-family dwelling on the 6.42 acre lot.

5. Whether the subject property is developed or vacant. A vacant lot created after the effective date of (05/24/12) shall not be given consideration for rezoning to a (LNS) sub-category of the same zoning district. (Adopted 05/24/12)

   The subject property contains a single-family dwelling and a detached garage.

Where the dimensional requirements of the zoning district cannot be met in terms of the placement of new improvements, a variance authorized by the Zoning Board of Appeals shall be required. In the event that a landlocked Illegal Nonconforming Lot is rezoned to a Legal Nonconforming Status, a 20 foot easement to a public street that has been duly recorded and made a part of the property deed shall be required prior to the issuance of building permits. (Adopted 05/24/12)

Platting

Should this request be approved, a Minor Subdivision Plat must be submitted to the Planning & Zoning Department, approved by all applicable county departments and the Planning Commission, and recorded into public record.

Variance

The survey submitted by the applicants for this rezoning indicates the detached garage is 19 feet from the west property line and encroaches 31 feet into the 50 foot side yard setback. Information submitted with the building permit in 1992 indicated that the garage would be 79 feet from the west property line meeting the 50 foot side yard setback. Staff is recommending a condition that the applicants apply for a variance for the existing detached garage prior to the submittal of the Minor Subdivision Plat.

The survey also indicates a portable storage building located within the 50 foot setback of the south property line. The applicant has agreed to move the structure to meet the applicable setbacks

Right-of-Way Requirements

As per the Fayette County Subdivision Regulations, Section 6-5.13 Additional Right-of-Way and the Fayette County Development Regulations, Section 8-48. Minimum Right-of-Way Widths and Dedication Requirements should a proposed subdivision adjoin an existing street, the developer shall dedicate additional right-of-way to meet one-half the minimum right-of-way requirement for the applicable functional classification as indicated on the Fayette County Thoroughfare Plan of the adjoining street. Rising Star Road is classified as a Collector road and Old Greenville Road south of Rising Star Road is classified as a County Local road on the Fayette County Thoroughfare Plan. County records indicate that 30 feet of right-of-way exists along Rising Star Road, as a Collector requires 80 feet of right-of-way, 10 feet is needed along Rising Star Road. Old Greenville Road is a County Local road which requires 60 feet of right-of-way, 30 feet of right-of-way, as measured from the centerline of the road, is needed along Old Greenville Road.

E. DEPARTMENTAL COMMENTS

Water System

Not Applicable.

Stormwater

Floodplain Per FEMA FIRM panel 13113C0155E, the property **DOES NOT** contain floodplain.

Wetlands The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map

Watershed Per the Fayette County GIS Fayette County **watershed protection buffers and setbacks could** apply around the pond for any new construction.

Groundwater The property is **NOT** within the groundwater recharge area, per the Georgia Department of Natural Resources' 1992 Ground-Water Pollution Susceptibility Map of Georgia (Hydrologic Atlas 20).

Environmental Health Department

Information submitted by the Environmental Health Department indicates that the septic system is located between the single-family dwelling and Rising Star Road.

Fire and EMS (Jimmy Hall)

Approved

Public Works/Engineering (Phil Mallon)

Rising Star Road is a Collector (80' ROW)
Old Greenville Road (60' ROW)
Recommend Quit Claim Deed
40' from C/L of Rising Star
30' from C/L of Old Greenville Rd

STAFF ANALYSIS

This request is based on the petitioner's intent to rezone said property from A-R to A-R (LNS) for the purpose of developing Single-Family Residential. Per Section 11-11 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

1. The subject property lies within an area designated for Agricultural Residential (1 Unit/5 Acres). The following is stated in Land Use Element, Future Land Use Map and Narrative text of the Fayette County Comprehensive Plan:

   Illegal Nonconforming Lots.

   Illegal nonconforming lots may be given consideration for rezoning to a Legal Nonconforming Status (LNS) sub-category of the same zoning district based on the factors under Articles VII. and XI. of the Zoning Ordinance.

   The rezoning request for the subject property does meet the factors under Articles VII. and XI. of the Zoning Ordinance and therefore is in compliance with the Comprehensive Plan.

2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property as the subject property contains an existing single-family dwelling.

3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools.

4. Existing conditions with this non-conforming lot and the area's continuing development as a single-family residential district support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL WITH TWO (2) CONDITIONS.**

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be approved A-R (LNS) **CONDITIONAL** subject to the following enumerated conditions. Where these conditions conflict with the provisions of the Zoning Ordinance, these conditions shall supersede unless otherwise specifically stipulated by the Board of Commissioners.

1. The owner/developer shall donate at no cost to the County, via quit claim deed, 10 feet of right-of-way along Rising Star Road and 30 feet of right-of-way from the centerline of Old Greenville Road prior to the approval of the Minor Subdivision Plat and said dedication area shall be shown on the Minor Subdivision Plat. *(Per Public Works, this condition is to ensure the provision of adequate right-of-way for future road improvements.)*

2. The existing detached garage encroaching 31 feet into the 50 foot side yard setback will need a variance approved by the Zoning Board of Appeals to remain in the setback prior to submittal of the Minor Subdivision Plat.

process. Failure of the Purchaser to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of this Agreement and the Seller shall be entitled to retain any earnest money deposited by the Purchaser.

(b) The Purchaser is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by the Purchaser. Any change as to the terms or a change in the Purchaser's lender after negotiations have been completed will require renegotiation of all terms of this Agreement.

(c) The Purchaser shall ensure that the lender selected by the Purchaser to finance the sale shall fund the settlement agent as of the date of settlement. The Purchaser shall further ensure that the selected lender shall provide all lender prepared closing documentation to the settlement agent no later than 48 hours prior to settlement. Any delays in closing and funding as a result of the Purchaser's selected lender shall be the responsibility of the Purchaser.

4. Use of Property: The Purchaser (check one): **(X) does, ( ) does not,** intend to use and occupy the Property as Purchaser's primary residence.

5. Inspections:

(a) On or before 10 calendar days from the Verbal Acknowledgement Date, the Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the Property. The Purchaser shall keep the Property free and clear of liens and indemnify and hold the Seller harmless from all liability claims, demands, damages, and costs related to the Purchaser's inspection and the Purchaser shall repair all damages arising from or caused by the inspections. The Purchaser shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Purchaser shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized this Property and the Purchaser desires to have the Property inspected, listing agent will have the Property dewinterized prior to inspection and rewinterized after inspection. The Purchaser agrees to pay this expense in advance to the listing agent. The amount paid under this provision shall be nonrefundable.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Purchaser, but not later than 10 days from the Verbal Acknowledgment Date, whichever first occurs, the Purchaser will provide written notice to the Seller of any items disapproved. The Purchaser's silence shall be deemed as acceptance of the condition of the Property. The Purchaser shall provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Purchaser's disapproval of the condition of the property is based. In no event shall the Seller be obligated to make any repairs or replacements that may be indicated in the Purchaser's inspection reports. The Seller may, at its sole discretion, make such repairs to the Property under the terms described in Section 7 of this Addendum. If the Seller elects not to repair the Property, the Purchaser may cancel this Agreement and receive all earnest money deposited. If the Seller elects to make any such repairs to the Property, the Seller shall notify the Purchaser after completion of the repairs and the Purchaser shall have 5 days from the date of notice, to inspect the repairs and notify the Seller of any items disapproved. The Purchaser's silence shall be deemed as acceptance.

In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon request, the Purchaser will be allowed to review the report to obtain the same information and knowledge the Seller has about the condition of the Property but the Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of the Seller. The Purchaser will not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property.

(b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Purchaser, at the Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative within (10) days of execution of this Agreement by both parties pursuant to paragraph 1 hereof. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Purchaser in obtaining a copy of the covenants, conditions and restrictions and bylaws. The Purchaser will be deemed to have accepted the covenants, conditions and restrictions and by laws if the Purchaser does not notify the Seller in writing, within 15 days of execution of this Agreement, of the Purchaser's objection to the covenants, conditions and restrictions and/or bylaws.

6. **CONDITION OF PROPERTY: THE PURCHASER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE PURCHASER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:**

(A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;

(B) **THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND**

(C) **THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO THE PURCHASER, WOULD CAUSE THE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.**

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

In the event the Property is affected by an environmental hazard, as determined by the Seller, either party may terminate this Agreement. In the event the Seller decides to sell the Property to the Purchaser and the Purchaser agrees to purchase the Property, the Purchaser agrees to execute a general release at closing, in a form acceptable to Seller, releasing the Seller from any liability related to the environmental hazard or conditions of the Property. In the event the Purchaser elects not to execute the disclosure and release, at the Sellers discretion, this Agreement is automatically terminated.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate this Agreement or delay the date of closing or the Purchaser may terminate this Agreement. In the event this Agreement is terminated by either Purchaser or Seller pursuant to this Section 6 of this Addendum, any earnest money deposit will be returned to the Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Purchaser nor the Seller terminate this Agreement, the Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding and (c) to resolve the deficiencies as soon as possible after the closing. The Purchaser agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser's breach of this Section 6 of this Addendum.

The closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

The Seller is exempt from filing a disclosure statement as the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. For Alaska transactions, the Seller and the Purchaser have previously executed a waiver of the disclosure provisions of Alaska statutes.

7. Repairs: All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation. **Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Purchaser or its representatives makes repairs and/or treatments to the Property prior to closing the Purchaser hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments.** The Purchaser acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Purchaser and that the Purchaser has inspected or has been given the opportunity to inspect repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. **The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property.** Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Purchaser any receipts for repairs, or treatments, written statements indicating dates or types of repairs and/or treatments or copies of such receipts or statements nor any other documentation regarding any repairs and treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY.**

8. Occupancy Status of Property: The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise

AFFIDAVIT FOR LEGAL NONCONFORMING STATUS ZONING

We, the undersigned being duly sworn, that this affidavit relates to the property of the owner(s) designated in the below. Deponent makes the following statements under oath as being relevant and material to said property:

1. We, as the applicants were bona-fide purchasers in good faith of said illegal nonconforming lot without the knowledge of any illegal nonconformance and have provided documentation that there was no disclosure of nonconformance made at the time of acquisition of the property and that the property was acquired with a non-contingent contract, as applicable; and

2. We, as the applicants affirm that we did not create the illegal nonconforming lot by any of his/her actions or has a familial relationship to an individual that created the illegal nonconforming lot; and

3. We, as the applicants had attempted to acquire more property from adjacent properties to bring the illegal non-conforming lot into compliance, and we have provided written information documenting such attempt(s) and the result of such attempt(s).

As the undersigned for this Affidavit for the property hereon described, I do hereby swear that the information supplied with this application is true and correct.

Greg H. Moody Jr. — 11-28-12

SIGNED — DATE

Greg H. Moody Jr.

PRINTED

Brenda K. Moody — 11-28-12

(Signed) — Date

Brenda K. Moody

Printed

STATE OF GEORGIA

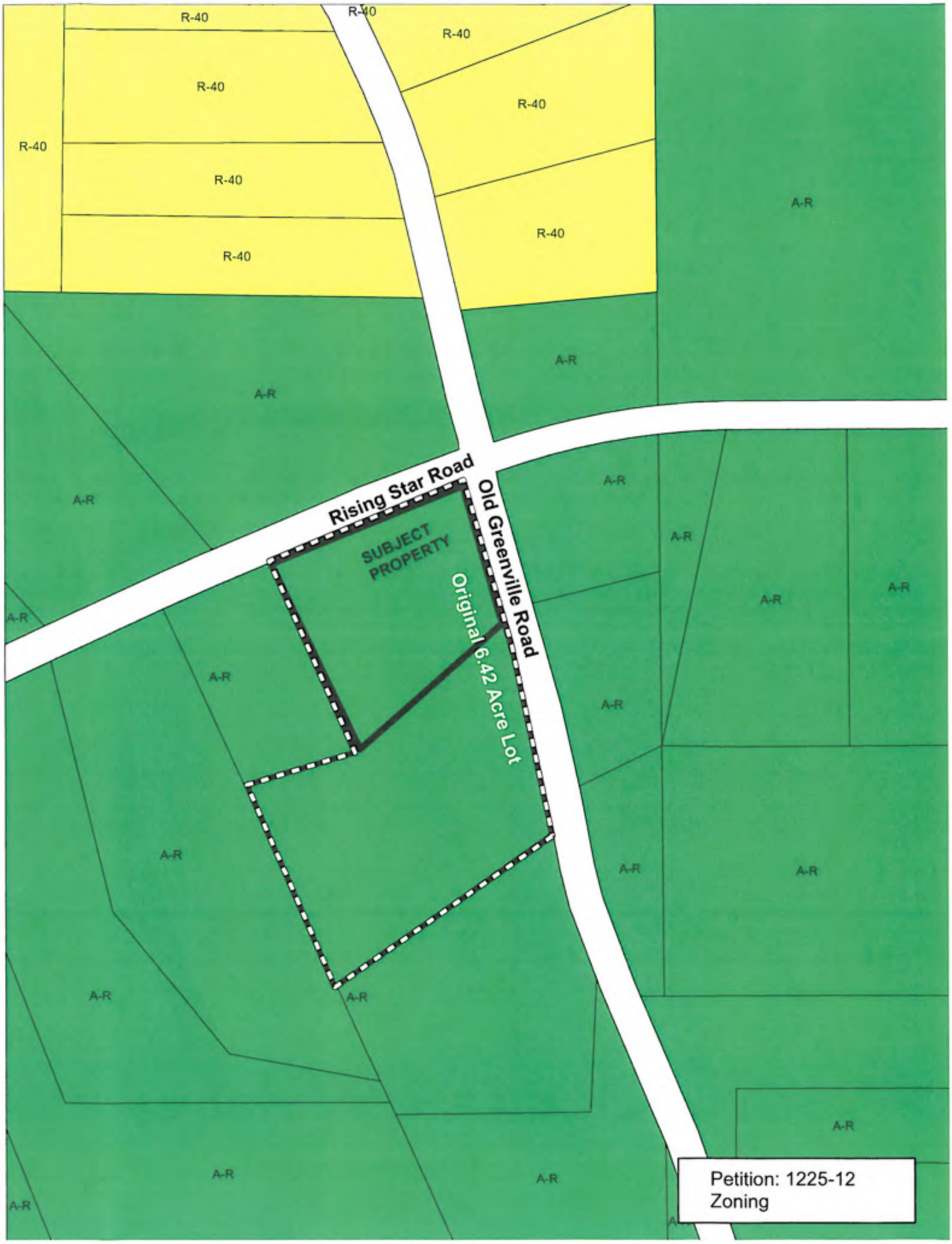
COUNTY OF Fayette

I, the undersigned Notary Public, do hereby affirm that Greg H Moody Jr, Brenda K Moody personally appeared before me on the 28th day of November, 2012 and signed the above Affidavit as his/her free and voluntary act and deed.

Pamela L Henley

PAMELA L HENSLEY
Notary Public
Fayette County
State of Georgia
My Commission Expires Apr 9, 2013

Petition:
1225-12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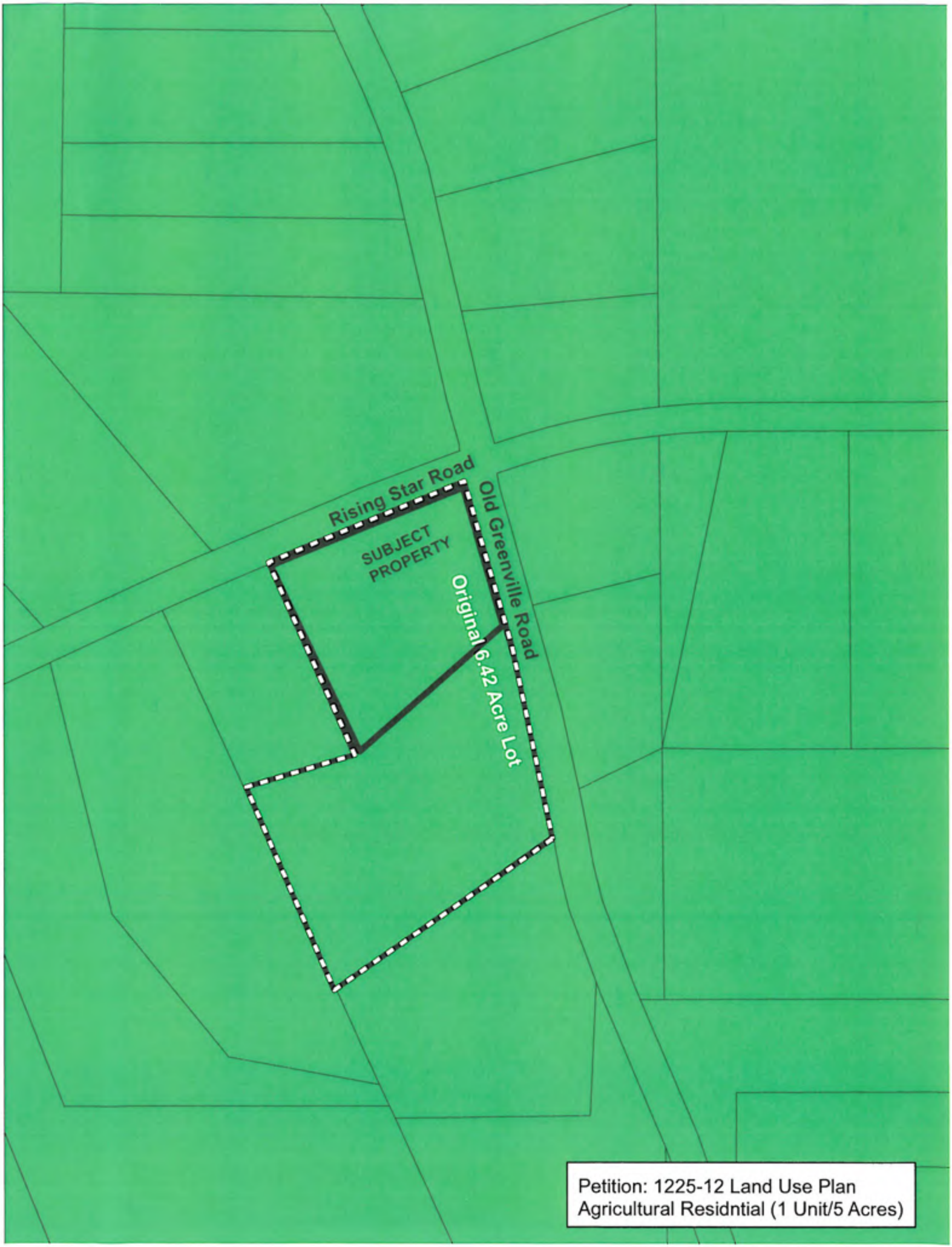
Rising Star Road
Old Greenville Road
SUBJECT PROPERTY
Original 6.42 Acre Lot
Petition: 1225-12
Zoning



Petition: 1225-12 Land Use Plan
Agricultural Residntial (1 Unit/5 Acres)

THE FAYETTE COUNTY PLANNING COMMISSION met on December 6, 2012 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Board of Commissioners Conference Room, Suite 100, Fayetteville, Georgia.

MEMBERS PRESENT: Tim Thoms, Chairman
Al Gilbert, Vice-Chairman
Douglas Powell
Bill Beckwith

MEMBERS ABSENT: Jim Graw

STAFF PRESENT: Pete Frisina, Director Community Services Division
Dennis Dutton, Zoning Administrator
Hank Derbyshire, Marshal

Welcome and Call to Order:

Chairman Thoms called the Planning Commission Meeting to order. Chairman Thoms introduced the Commission Members, Staff, and Marshal. Chairman Thoms also stated that Jim Graw was absent tonight.

* * * * * * * * * * *

1. **Consideration of the Minutes for the Meeting Held on November 1, 2012.**

Chairman Thoms asked the Planning Commission members if they had any comments or changes to the minutes. Al Gilbert made a motion to approve the minutes. Doug Powell seconded the motion. The motion unanimously passed 4-0. Members voting in favor were: Chairman Tim Thoms, Al Gilbert, Bill Beckwith, and Doug Powell. Jim Graw was absent.

PUBLIC HEARING:
THE FOLLOWING WILL BE CONSIDERED BY THE PLANNING COMMISSION ON DECEMBER 6, 2012 AND BY THE BOARD OF COMMISSIONERS ON JANUARY 24, 2013.

2. Consideration of Petition No. 1225-12, Gregory H. Moody, Jr. and Brenda K. Moody, Owners, and Lynette M. Bowles, Agent, request to rezone the property from A-R: Agriculture-Residential to A-R (LNS): Agriculture-Residential (Legal Nonconforming Status) to bring said property into zoning compliance. This property consists of 2.49 acres and is located in Land Lot 155 of the 4th District, is located at 250 Rising Star Road and also fronts on Old Greenville Road.

Chairman Thoms stated that one member of the Planning Commission was absent tonight and the applicant had the option to table the petition as there was not a full board present. The applicants stated that they wanted to be heard tonight. Pete Frisina read the petition for public hearing.

Greg Moody thanked the Planning Commission for meeting to consider his petition. He stated that he just wanted his lot to be legal and did not know that it was an illegal lot when they purchased the property. He stated that he would appreciate the Planning Commission's consideration of his petition.

Chairman Thoms asked if Mrs. Moody or Ms. Bowles had anything they wanted to add.

Lynette Bowles said the insurance on the home wouldn't pay out if something happened to the home and it couldn't be rebuilt because it is on an illegal lot and this has been expensive for Greg to try to fix this problem. She said you assume the lot is legal because there is a house there and this was purchased out of foreclosure so they didn't know there was a problem.

Chairman Thoms said seeing there was no one else to speak in favor or against the petition he would bring the item back to the commission for discussion.

Al Gilbert asked Pete Frisina if the County issued a permit for this lot. Pete Frisina replied on page 1-2, number 3 it states that the County issued the permit in 1987 in error as there was already a house on the original lot.

Doug Powell added that the Country issued a permit for a detached garage on the lot in 1991.

Al Gilbert asked if Mr. Moody's house was the one that was built in 1987 and when the other house was built. Pete Frisina replied that Mr. Moody's house was built in 1987 and the other house was built in 1974.

Chairman Thoms asked Mr. Moody when he purchased the property and when he discovered that the property was nonconforming. Mr. Moody stated that he purchased the property in 2006 and when he came to get a Home Occupation about three (3) years ago he was informed that the lot was illegal.

Chairman Thoms said that he was glad that Moodys were going through this process to make their lot legal as the Planning Commission and staff had put a lot of work into this procedure and he was happy to see it work for a property owner that bought an illegal lot.

Al Gilbert made a motion to recommend approval of the petition with two conditions. Bill Beckwith seconded the motion.

Doug Powell read the recommended conditions for the record.

Chairman Thoms asked Mr. Moody if he understood the conditions. Mr. Moody replied somewhat.

Chairman Thoms explained that Mr. Moody would be donating 10 feet along Rising Star Road and 30 feet along Old Greenville to the County via a quit-claim deed. Chairman Thoms said the second recommended condition relates to the detached garage which is in the setback and a variance is needed from the Zoning Board of Appeals prior to the submittal of the Minor Subdivision plat. Chairman Thoms said if the variance is denied the garage would have to be removed.

Doug Powell asked staff to explain how long the County has been acquiring right-of-way in this manner. Pete Frisina replied since this lot will need to be platted as a Subdivision the dedication of right-of-way is required per the Subdivision Regulations. Doug Powel asked as a matter of conditions how long has the County been doing that. Pete Frisina replied since he has been here and that is 23 years.

Lynette Bowles asked if Greg needs to purchase a subdivision plat. Pete Frisina replied the plat is part of the process to make the lot legal and once the plat is approved and recorded the lot will be legal.

Lynette Bowles asked how much the variance will cost. Dennis Dutton replied the variance costs $175 plus a $20 sign deposit.

Al Gilbert stated that he was going to restate his motion for clarification to recommend approval of the petition with two conditions. Bill Beckwith said he would withdraw his original motion and second the restated motion.

Doug Powell said the staff analysis was quite comprehensive and he doesn't see any reason to deny this request.

Chairman Thoms called the question. The motion unanimously passed 4-0. Members voting in favor were: Chairman Thoms, Al Gilbert, Bill Beckwith, and Doug Powell. Jim Graw was absent.

Chairman Thoms thanked the Moodys for going through this process.

Al Gilbert asked the Moodys if they know if the neighbor realizes that the other lot is illegal. Lynette Bowles replied that the neighbor is using it as a rental property and is not concerned at this time.

Chairman Thoms asked staff if someone's house was destroyed on an illegal lot could they then apply for LNS. Doug Powell said we can't consider a vacant lot for LNS. Pete Frisina replied a vacant lot created after the effective date of this ordinance cannot be considered for LNS. Pete Frisina added that the LNS process allows the County to address those lots made illegal long ago where those responsible are long gone and now someone owns these lots and they are stuck with

them and for all those years prior to the adoption of this ordinance we didn't have a solution.

Al Gilbert said that these illegal lots in some sense have no value if something happens to the house.

Bill Beckwith asked staff to explain the timeframe for the next steps the Moodys will have to go through. Pete Frisina explained after the BOC public hearing, if the petition is approved, the next step is to go the ZBA in March and after the variance the plat can be submitted.

Chairman Thoms asked staff if there were any items coming up for the next meeting. Dennis Dutton stated the Watercrest Minor Subdivision plat may be ready for the next meeting on December 20, 2012.

Chairman Thoms asked if there was any further business. Hearing none, Doug Powell made a motion to adjourn the Meeting. The motion unanimously passed 4-0. Members voting in favor of adjournment were: Chairman Thoms, Al Gilbert, Bill Beckwith, and Doug Powell. Jim Graw was absent. The Meeting adjourned at 7:30 P.M.

PLANNING COMMISSION
OF
FAYETTE COUNTY

ATTEST:

_____

TIM THOMS
CHAIRMAN

_____

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded Warranty Deed for the subject property:

Gregory H. Moody + Brenda K. Moody
Please Print Names

Property Tax Identification Number(s) of Subject Property: [redacted]

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 155 **of the** 4th **District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).**

(I) (~~We~~) hereby delegate authority to _____ to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

Greg Moody
Signature of Property Owner 1

250 Rising Star Rd
Address Fayetteville, GA 30215

Brenda K. Moody
Signature of Property Owner 2

250 Rising Star Rd
Address
Fayetteville, GA 30215

Signature of Property Owner 3

Address

Signature of Authorized Agent

Address

Signature of Notary Public

10-23-2012
Date

Corlette McBride
Signature of Notary Public

10-24-2012
Date

Signature of Notary Public

Date

Signature of Notary Public

Date

DARLENE ROWE NOTARY PUBLIC FAYETTE COUNTY, GA MY COMMISSION EXPIRES NOVEMBER 12, 2012

CORLETTE McBRIDE
NOTARY PUBLIC
Henry County, Georgia
My Commission Expires March 19, 2013

NAME: Gregory H. Moody PETITION NUMBER: 1225-12

ADDRESS: 250 Rising Star Road, Fayetteville, GA 30215

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Gregory H. Moody affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) A-R Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of $_____ to cover all expenses of public hearing. He/She petitions the above named to change its classification to A-R (LNS).

This property includes: (check one of the following)

[✓] See attached legal description on recorded Warranty Deed for subject property or

[ ] Legal description for subject property is as follows:

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the _____ day of _____, 20_____ at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the _____ day of _____, 20_____ at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15th DAY OF June, 2012.

NOTARY PUBLIC

DARLENE ROWE NOTARY PUBLIC FAYETTE COUNTY, GA

APPLICANT'S SIGNATURE

AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Brenda K. Moody Gregory H. Moody Jr., said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, _____ feet of right-of-way along _____ as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare) 60 foot right-of-way (30' measured from each side of road centerline)

Collector Street (Major Thoroughfare) 80 foot right-of-way (40' measured from each side of road centerline)

Arterial Street (Major Thoroughfare) 100 foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 23 day of October, 2012.

Gry Moody Jr
SIGNATURE OF PROPERTY OWNER

Brenda K. Moody
SIGNATURE OF PROPERTY OWNER

DARLENE ROWE
NOTARY PUBLIC
FAYETTE COUNTY, GA
MY COMMISSION EXPIRES NOVEMBER 13, 2016

NOTARY PUBLIC

Corlette McBride

CORLETTE McBRIDE
NOTARY PUBLIC
Henry County, Georgia
My Commission Expires March 19, 2013

DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.

B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.

C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".

[✓] The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .

[ ] The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 14th day of June, 20 12.

Greg Moody Jr.
APPLICANT'S SIGNATURE

6/15/12

To Whom It May Concern,

I, Gregory Moody, confirm that I did attempt to purchase an adjacent lot in order to try to correct my non-conforming lot issue. The property/home went into foreclosure and we put a bid on the home. The home had already received a contract and sold consequently. There is no other property available to purchase adjacent to my lot.

Greg Moody Jr

Robyn S Wilson
Notary Public

ROBYN S WILSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 4, 2013
COWETA COUNTY, GEORGIA

6/15/12

To Whom It May Concern,

I, Gregory Moody, affirm that I purchased my lot in good faith without ANY knowledge of it being an illegal nonconforming lot. I also affirm that I or any relative of mine, did NOT create the lot.

Greg Moody Jr.

Robyn S Wilson
Notary Public

ROBYN S WILSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 5, 2013
COWETA COUNTY, GEORGIA

Pete Frisina

From: Dennis S. Dutton
Sent: Friday, November 30, 2012 12:36 PM
To: Greg Moody
Cc: Pete Frisina
Subject: RE: Greg Moody JR

Thanks Greg. It has been duly noted.

Dennis S. Dutton
Zoning Administrator
Fayette County Planning & Zoning Dept.
Planning Commission Secretary
Phone: 770-305-5161
Fax: 770-305-5258 or 770-305-5305

From: Greg Moody [redacted]
Sent: Friday, November 30, 2012 10:37 AM
To: Dennis S. Dutton
Subject: Greg Moody JR

Dennis and Pete,
Please let the appropriate people know, I WILL move the portable shed that is near my property line to be in compliance.
Thank you,
Greg Moody JR
[redacted]

LOCATION MAP
NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.56'	S17°09'21"E

NOTE
NO NEW STREETS OR ROADS ARE CREATED OR NO NEW UTILITY IMPROVEMENTS ARE REQUIRED OR NO NEW SANITARY SEWER OR APPROVAL OF A SEPTIC TANK IS REQUIRED

THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO F I R M. #13113C0155E DATED 09/26/08.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN WERE NOT SUPPLIED TO THIS OFFICE

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND ORIGINAL SIGNATURE OF SURVEYOR

LEGEND

OTP=OPEN TOP PIPE
RBF=REBAR FOUND
RBS=REBAR SET
R/W=RIGHT OF WAY
MAG= MAGNETIC
P.O.B =POINT OF BEGINNING
B/L=BUILDING LINE
D.E =DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
F.W.P.D =FIELD WORK PERFORMED DATE

10/23/12

CLOSURE DATA

FIELD CLOSURE=1'IN 10,000+
ANGLE POINT ERROR=< 20"
EQUIPMENT USED=TOPCON 3005W & TOPCON HYPER GA GPS SYSTEM
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1 IN 100,000+

GRAPHIC SCALE
0 40 80 160

GREGORY H. & BRENDA K. MOODY

LOCATION: 250 RISING STAR ROAD

LOT: N/A	LD: [illegible]	[illegible]
LAND LOT: 155	DISTRICT: [illegible]	
COUNTY: FAYETTE, GA	F.W.P.D. [illegible]	
SCALE: 1" = 50'	DATE: [illegible]	[illegible]

FOUR CORNERS SURVEYING™

P.O. BOX 15
Tyrone, GA 30290

770-560-3910
770-560-6930
FOUR_CORNERS@BELLSOUTH.NET