

# VARIANCE APPLICATION



41 Perimeter Center East | Dunwoody, GA 30346  
 Phone: (678) 382-6800 | Fax: (770) 396-4828

Project #: \_\_\_\_\_ Date Received: \_\_\_\_\_

**\* Type:**

Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
 Code section from which variance is sought: Chapter 16 Section 16-88  
 Nature of Request: Stream Buffer Reduction Request

**\* Project:**

Name of Project / Subdivision: DNDC - 4522 Kingsgate Drive Zoning: R85  
 Property Address / Location: 4522 Kingsgate Drive  
 District: 18 Land Lot: 354 Block: \_\_\_\_\_ Property ID: \_\_\_\_\_

**\* Owner Information:**

Owner's Name: Dunwoody North Driving club - President: L. Katherine Adams-Carter  
 Owner's Address: 2335 Riverglenn Circle, Dunwoody, Ga. 30338  
 Phone: 404-520-0471 Fax: \_\_\_\_\_ Email: Lkalaw1@gmail.com

**\* Applicant Information:**  Check here if same as Property Owner

Contact Name: Mike Kaplan  
 Address: 4661 Norwalk Road  
 Phone: 770-455-4757 Fax: \_\_\_\_\_ Email: mkaplan@kapcom.com

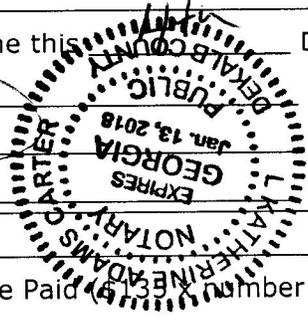
**\* Terms & Conditions:**

I hereby certify that to the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Dunwoody Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Dunwoody Zoning Ordinance) will result in the rejection of this application.

Applicant's Name: Mike Kaplan  
 Applicant's Signature: Mike Kaplan Date: 4/3/2016

**\* Notary:**

Sworn to and subscribed before me this 4th Day of April, 2016  
 Notary Public: \_\_\_\_\_  
 Signature: [Signature]  
 My Commission Expires: \_\_\_\_\_



**\* Office Use:**

Application Fee Paid  Sign Fee Paid (Number of signs required) Fee: \$ \_\_\_\_\_  
 Payment:  Cash  Check  CC Date: \_\_\_\_\_  
 Approved  Approved w/ Conditions  Denied Date: \_\_\_\_\_

# ADDITIONAL VARIANCES



41 Perimeter Center East | Dunwoody, GA 30346  
Phone: (678) 382-6800 | Fax: (770) 396-4828

\* Type:

Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
Code section from which variance is sought: \_\_\_\_\_  
Nature of Request: \_\_\_\_\_

\* Type:

Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
Code section from which variance is sought: \_\_\_\_\_  
Nature of Request: \_\_\_\_\_

\* Type:

Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
Code section from which variance is sought: \_\_\_\_\_  
Nature of Request: \_\_\_\_\_

\* Type:

Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
Code section from which variance is sought: \_\_\_\_\_  
Nature of Request: \_\_\_\_\_

\* Type:

Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
Code section from which variance is sought: \_\_\_\_\_  
Nature of Request: \_\_\_\_\_

\* Type:

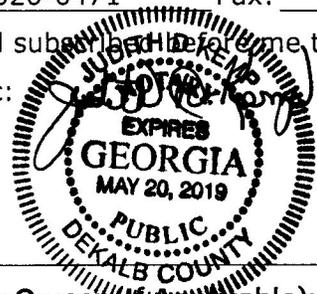
Type of Request:  Chapter 16-Streams  Chapter 16-Other  Chapter 20-Signs  Chapter 27-Zoning  
Code section from which variance is sought: \_\_\_\_\_  
Nature of Request: \_\_\_\_\_

## Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for variance(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

**\* Property Owner (If Applicable):**

Owner Name: <u>L. Katherine Adams-Carter, President, for Dunwoody North Driving club</u>	
Signature: <u>[Handwritten Signature]</u>	Date: <u>4/3/2016</u>
Address: <u>2335 Riverglenn Circle</u>	
Phone: <u>404-520-0471</u>	Fax: _____ Email: <u>Lkalaw1@gmail.com</u>
Sworn to and subscribed before me this <u>4th</u> Day of <u>April</u> , 20 <u>16</u>	
Notary Public: <u>[Handwritten Signature]</u>	



**\* Property Owner (If Applicable):**

Owner Name: _____	
Signature: _____	Date: _____
Address: _____	
Phone: _____	Fax: _____ Email: _____
Sworn to and subscribed before me this _____ Day of _____, 20____	
Notary Public: _____	

**\* Property Owner (If Applicable):**

Owner Name: _____	
Signature: _____	Date: _____
Address: _____	
Phone: _____	Fax: _____ Email: _____
Sworn to and subscribed before me this _____ Day of _____, 20____	
Notary Public: _____	

# Campaign Disclosure Ordinance



41 Perimeter Center East | Dunwoody, GA 30346  
Phone: (678) 382-6800 | Fax: (770) 396-4828

Campaign Disclosure Ordinance

**Please read the law and complete the Campaign Disclosure Statement on the following page if you are requesting a Rezoning, Concurrent Variance, or Conditional Use.**

GA Citation/Title

GA Code 36-67A-3, Disclosure of campaign contributions

\*38069 Code, 36-67A-3

## **CODE OF GEORGIA TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS** (Current through 2000 General Assembly)

36-67A-3 Disclosure of campaign contributions.

- a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
  - 1) The name and official position of the local government official to whom the campaign contribution was made; and
  - 2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority respective local government showing:
  - 1) The name and official position of the local government official to whom the campaign contribution was made; and
  - 2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- d) The disclosure required by subsection ( c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government of any of its agencies on the rezoning application.

(Code 1981, 36-67A-3, enacted by Ga. L. 1986, p. 1269, 1; Ga. L. 1991, p. 1365, 1; Ga. L. 1993, p. 91, 36.)

*Official Code of Georgia Annotated Copyright 1982 - 2000 State of Georgia.*

# Campaign Disclosure Statement



41 Perimeter Center East | Dunwoody, GA 30346  
 Phone: (678) 382-6800 | Fax: (770) 396-4828

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Dunwoody City Council or a member of the City of Dunwoody Planning Commission?  YES  NO

\* Applicant / Owner:

*Mike Korb*

Signature:		Date:	<i>4.4.16</i>
Address: 4661 Norwalk Road, Dunwoody, GA 30338			

If the answer above is yes, please complete the following section:

Date	Government Official	Official Position	Description	Amount

April 3, 2016  
Dunwoody Zoning Board of Appeals  
41 Perimeter Center East  
Dunwoody, GA 30346

Dear Board,

We are requesting a stream buffer variance for our tennis court renovation. Here is a description of our situation:

The Dunwoody North Driving Club (“DNDC”) was established in 1965 as a neighborhood Pool and Tennis club that offers outdoor activities and social events for 250 families in the surrounding community. With a focus on swimming and tennis, the club offers an array of activities and events that appeal to a variety of ages and interests – including a “baby pool” for infants, monitored swimming for families, swim teams and tennis teams for children, teenagers, adults and seniors and social events throughout the year for adults, teenagers and children.

The DNDC is a non-profit corporation governed by a board of directors who serve voluntary, two-year terms. The board members are non-paid members of the club and the community and are elected by the membership annually. The current (2016) Tennis Director and applicant of this request is Mike Kaplan. The current president and designated “Owner” for the purpose of this request is Kathy Adams-Carter.

The DNDC lies within the Dunwoody North subdivision and contains a swimming pool, four tennis courts, a clubhouse, a parking lot and associated structures.

To the south and west of the tennis courts are two intermittent streams. A portion of the tennis courts lie within 75 feet of these intermittent streams.

The tennis courts were originally built in the 1970s before the 75 ft. stream buffer ordinance was adopted by the City of Dunwoody. A portion of the tennis courts now lies inside the buffer.

Strict adherence to stream buffer regulations would not allow any land disturbance associated with tennis court renovation. This would prevent us from renovating our tennis courts and would present a hardship as DNDC would own, and it’s members would pay for, tennis courts that could not be used for playing tennis.

We are requesting this variance so we can renovate our four tennis courts because they have numerous surface cracks.

The land disturbance that necessitates this request will be minimal. There will be minor land disturbance when the existing fence poles are removed from the ground. There may possibly be additional land disturbance for possible correction of the underlying subsurface, as explained below.

Here is some background information about tennis court construction and maintenance.

Tennis courts such as ours, when first constructed, are built by first leveling and compacting the earth where the courts will be built. Next, four inches of crushed stone are laid on top of the compacted earth.

Then, two inches of asphalt are laid on the crushed stone. Finally, the asphalt is painted with acrylic paint and fencing and nets are erected.

Our courts have over 1000 linear feet of cracks. The cracks are unsightly, affect the play of the ball and if the edges of the crack differ in height they can present a tripping and safety hazard. Our courts are cracking because the asphalt is 16 years old. As the asphalt ages it loses its flexibility and shrinks. As different areas shrink, they pull away from each other, causing cracks.

Minor cracks can be repaired with various techniques, as we have done in the past, but eventually the asphalt ages to the point where it is futile to continuously repair cracks. It becomes more cost effective to replace the courts rather than repair them.

When the courts are renovated, the tennis court contractor will remove the asphalt, leaving the existing crushed rock in place. The crushed rock that remains in place will cover the earth and prevent erosion and land disturbance.

Next, the contractor will test the surface to make sure the area is flat and sufficiently compacted. If the contractor finds areas that are not sufficiently compacted then those areas will be excavated to determine why they are not compacted. This may require the removal of the earth that lies under the crushed stones and the replacement of that earth with additional crushed stone. The possibility of this land disturbance is the reason for our variance request.

If any areas are excavated, they will be covered with tarpulines in case of rain to prevent erosion and sediment runoff. Additionally, silt fences will be constructed where necessary to prevent any sediment from entering the streams. Also, a temporary gravel road will be built between the parking area and the tennis courts to prevent erosion from trucks and equipment.

*1) The request, while not strictly meeting the requirements of this chapter, will be, in the judgment of the zoning board of appeals, at least as protective of natural resources and the environment as would a plan which met the strict application of these requirements. In making such a judgment, the zoning board of appeals must examine whether the request will be at least as protective of the natural resources and the environment with regard to the following factor:*

*a. Stream bank or soil stabilization;* The existing buffer of natural vegetation will be undisturbed during construction. We will maintain and preserve this plant cover to ensure no disturbance occurs to the stream bank or soil.

*b. Trapping of sediment in surface runoff;* We will install silt fencing for the renovation period . This fencing is used to prevent sediment carried away by sheet flow from leaving the site and entering natural drainage way. Two rows of silt fence may be installed as necessary.

*c. Removal of nutrients, heavy metals, pesticides and other pollutants from surface runoff;* Silt fencing will be installed. Any collected sediment will be removed when the construction project is complete. The

existing vegetation buffer will slow and reduce the runoff flow and divert any pollutants away from the stream.

*d. Terrestrial habitat, food chain, and migration corridor;* The wildlife and aquatic habitats in this area will be undisturbed.

*e. Buffering of flood flows;* The existing vegetation between the stream and construction area includes ivy, trees, shrubs and grass. The maintenance of this vegetation and the installation of the silt fences will catch and filter out any sediment and debris from surface runoff, minimizing any negative impact on the stream.

*f. Infiltration of surface runoff;* The installation of the silt fence will slow down any runoff and will allow for the penetration of the runoff water into the soil from the ground surface.

*g. Noise and visual buffers;* The existing vegetation will remain undisturbed allowing for a natural buffer and screen against noise and visual disturbances.

*h. Downstream water quality;* The downstream water quality will be protected through the maintenance of the existing permanent vegetative cover such as trees, shrubs, vines, and grasses. Preserving and properly maintaining the native vegetation will protect the soil from erosion, reduce stormwater runoff, allow for infiltration of water into the soil and thus helping protect the water quality of the stream.

*i. Impact on threatened and endangered species, as those species are designated by law or federal or state regulation;* There will be no impact on threatened or endangered species as a result of this construction project. All wildlife will retain their existing natural habitat.

*2) By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic conditions, which were not created by the owner or applicant, the strict application of the requirements of this Chapter would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district.*

The strict application of the requirements of this Chapter would not allow any land disturbance associated with tennis court renovation. This would prevent us from renovating our tennis courts and would present a hardship as DNDC would own, and it's members would pay for, tennis courts that could not be used for playing tennis.

*3)The request does not go beyond the minimum necessary to afford relief and does not constitute a grant of special privileges inconsistent with the limitations upon other properties, which are similarly situated.*

A. The request does not constitute a grant of special privilege. There is no opportunity for any development under any design configuration unless a variance is granted. We are not adding additional courts. Our goal is to maintain the courts that currently exist.

*4) The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.*

A. The variance request will not be detrimental to the public or injurious. A Landscape Architect has created a site plan and all precautions will be made to protect the streams. Silt fences will be used as required.

*5) The literal interpretation and strict application of the applicable provisions or requirements of this Chapter would cause undue and unnecessary hardship.*

A. The strict application of the requirements of this Chapter would not allow any land disturbance associated with tennis court renovation. This would prevent us from renovating our tennis courts and would present a hardship as DNDC would own, and it's members would pay for, tennis courts that could not be used for playing tennis.

It is not practical to move the tennis courts out of the stream buffer. Even if we could, this action would result in much more land disturbance than the actions we are requesting.

Thank you for your consideration. Please feel free to contact me at 770-455-4757 if you have any questions or need additional information.

Sincerely,

Mike Kaplan  
Tennis Director  
Dunwoody North Driving Club

CBS COMMERCIAL REAL ESTATE LOANS—GEORGIA

M. Agr 6568-776

DEED TO SECURE DEBT AND SECURITY AGREEMENT

FILED & RECORDED DEKALB CO. GA.

APR 3 8 30 AM '89

GEORGIA

COUNTY OF DeKalb

WHITFIELD CLERK OF SUPERIOR COURT

THIS INDENTURE, made this 3rd day of March, 19 89, between

Dunwoody North Driving Club, Inc.

of the State of Georgia and the County of DeKalb, Grantor, and

The Citizens and Southern National Bank

of the State of Georgia and the County of Fulton, Grantee.

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of One Hundred Seventyfive Thousand Dollars (\$ 175,000.00 ), in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Grantor to Grantee, bearing even date herewith, with final payment being due on December 31, 2004, the Note, by reference, being made a part hereof;

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed; and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

All that tract or parcel of land lying and being in Land Lot 354 of the 18th District, DeKalb County, Georgia, being more particularly described on Exhibit A Attached.

GEORGIA INTANGIBLE TAX PAID \$ 525.00 4-3 19 89

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property heretofore described, or any part and parcel thereof; and TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; meters; gauges; switches; plumbing; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communication apparatus; boilers, ranges, furnaces, oil burners or stoves thereof; appliances; air-sealing and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; doors; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings; together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing); and TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment; and TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed or of any such award or payment by Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantor in connection with the collection of such award or payment. TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, Equipment and claims (all of which are collectively

All that tract or parcel of land lying and being in Land Lot 354 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin on the westerly side of Kingsgate Drive 365.3 feet Northeastly from the intersection of the westerly side of Kingsgate Drive with the northerly side of Brookhurst Drive; thence running westerly along the northerly line of Lot 42, Block H, Unit 11, Dunwoody North Subdivision, according to Plat Book 42, page 91, DeKalb County records, 165 feet to an iron pin; thence running southerly along the westerly side of Lots 42 and 43, said block and subdivision, 230.6 feet to an iron pin; thence running southwestly along the northwesterly sides of Lots 45, 46 and 47, said block and subdivision, Unit 5, per Plat Book 41, Page 48, DeKalb County records, 337.1 feet to an iron pin; thence running southeasterly along the southwestly side of Lot 47, said block and subdivision, 150 feet to an iron pin on the northwesterly side of Brookhurst Drive; thence running southwestly along the northwesterly side of Brookhurst Drive 80 feet to an iron pin; thence running northwesterly along the northeasterly side of Lot 49, said block and subdivision, 150 feet to an iron pin; thence running southwestly along the northwesterly side of Lot 49, said block and subdivision, 102.9 feet to an iron pin; thence running northwesterly along the northeasterly sides of Lots 52, 53, 54 and 55 of Block H, Unit 4A, Dunwoody North Subdivision, per Plat Book 37, page 166, DeKalb County records, 400 feet to an iron pin; thence running northeasterly along the easterly side of Lot 56, said block and subdivision, 118.4 feet to an iron pin; thence running southeasterly along the southerly line of Lot 9, Block H, Unit 9, Dunwoody North Subdivision, per Plat Book 38, Page 13, DeKalb County records, 43.2 feet to an iron pin; thence running southeasterly along the southwestly side of Lot 10, said block and subdivision, 114.2 feet to an iron pin; thence running northeasterly and forming an exterior angle of 117 degrees 43 minutes with the preceding course and running along the southeasterly side of Lots 10 and 11, said block and subdivision, 214 feet to an iron pin; thence running northeasterly and northerly along the easterly sides of Lots 11, 12 and 13, said block and subdivision, 346.5 feet to an iron pin; thence running northeasterly along the southeasterly sides of Lots 23 and 24, Block H, Unit 11, Dunwoody North Subdivision, per Plat Book 42, Page 91, DeKalb County records, 256.4 feet to an iron pin; thence running southwestly along the northwesterly sides of Lots 39 and 40, said block and subdivision, 240.3 feet to an iron pin; thence running southerly along the westerly side of Lot 41, said block and subdivision, 125 feet to an iron pin; thence running southeasterly along the southwestly side of Lot 41, said block and subdivision, 160 feet to an iron pin on the westerly side of Kingsgate Drive; thence running southerly along the westerly side of Kingsgate Drive 60 feet to an iron pin and the point of beginning.