

**APPLICATION FOR ZONING AMENDMENT  
TO THE CITY OF SMYRNA**

*Please Type or Print Clearly*

(To be completed by City)

**Ward:** \_\_\_\_\_

**Application No:** \_\_\_\_\_

**Hearing Date:** \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

Name: Joshua Brett Bonner  
(Representative's name, printed)

Address: 1386 Marston Street

Business Phone: 404-992-1775 Cell Phone: (4)992-1775 Fax Number: \_\_\_\_\_

E-Mail Address: Josh@bonnerbuilt.com

Signature of Representative: \_\_\_\_\_

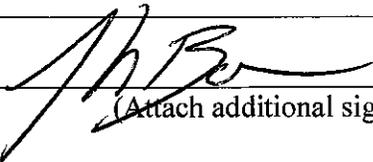
**TITLEHOLDER:**

Name: Joshua Brett Bonner  
(Titleholder's name, printed)

Address: 1386 Marston Street

Business Phone: (4)992-1775 Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature of Titleholder:   
(Attach additional signatures, if needed)

(To be completed by City)

Received: \_\_\_\_\_

Heard by P&Z Board: \_\_\_\_\_

P&Z Recommendation: \_\_\_\_\_

Advertised: \_\_\_\_\_

Posted: \_\_\_\_\_

Approved/Denied: \_\_\_\_\_

**ZONING:**

Green Space

Present Zoning

**LAND USE:**

Green Space

Present Land Use

For the Purpose of Personal Use

Size of Tract .8 acres

Location 1386 Marston Street

(Street address is required. If not applicable, please provide nearest intersection, etc.)

Land Lot (s) \_\_\_\_\_ District \_\_\_\_\_

We have investigated the site as to the existence of archaeological and/or architectural landmarks. I hereby certify that there are no X there are \_\_\_\_\_ such assets. If any, they are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF PROPOSED ZONING AMENDMENT:**

We are trying to amend the current Plat and divide the current green space. We would like to separate approximately 2000 sq ft from behind the common drive and deed over to Riley's Walk phase III HOA. The portion behind 1386 Marston street should be included onto 1386 Marston street current lot.

**CONTIGUOUS ZONING**

**North:** \_\_\_\_\_

**East:** \_\_\_\_\_

**South:** \_\_\_\_\_

**West:** \_\_\_\_\_

**CONTIGUOUS LAND USE**

**North:** \_\_\_\_\_

**East:** \_\_\_\_\_

**South:** \_\_\_\_\_

**West:** \_\_\_\_\_

**INFRASTRUCTURE**

**WATER AND SEWER**

A letter from Scott Stokes, Director of Public Works Department is required stating that water is available and the supply is adequate for this project.

A letter from Scott Stokes, Director of Public Works Department is required stating that sewer is available and the capacity is adequate for this project.

- If it is Cobb County Water, Cobb County must then furnish these letters.

Comments:

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**TRANSPORTATION**

Access to Property? Common drive

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Improvements proposed by developer? None

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Comments:

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**ZONING DISCLOSURE REPORT**

Has the applicant\* made, within two years immediately preceding the filing of this application for zoning amendment, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to the Mayor or any member of the City Council who will consider this application?

No

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If so, the applicant\* and the attorney representing the applicant\* must file a disclosure report with the Mayor and City Council of the City of Smyrna, within 10 days after this application is filed.

**Please supply the following information, which will be considered as the required disclosure:**

The name of the Mayor or member of the City Council to whom the campaign contribution or gift was made:

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The dollar amount of each campaign contribution made by the applicant\* to the Mayor or any member of the City Council during the two years immediately preceding the filing of this application, and the date of each such contribution:

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An enumeration and description of each gift having a value of \$250 or more by the applicant\* to the Mayor and any member of the City Council during the two years immediately preceding the filing of this application:

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Does the Mayor or any member of the City Council have a property interest (direct or indirect ownership including any percentage of ownership less than total) in the subject property?

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If so, describe the natural and extent of such interest: \_\_\_\_\_

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**ZONING DISCLOSURE REPORT (CONTINUED)**

Does the Mayor or any member of the City Council have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is 10% or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

*NO*

If so, describe the nature and extent of such interest:

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Does the Mayor or any member of the City Council have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

*NO*

If so, describe the relationship and the nature and extent of such interest:

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If the answer to any of the above is "Yes", then the Mayor or the member of the City Council must immediately disclose the nature and extent of such interest, in writing, to the Mayor and City Council of the City of Smyrna. A copy should be filed with this application\*\*. Such disclosures shall be public record and available for public inspection any time during normal working hours.

We certify that the foregoing information is true and correct, this 16 day of June, 2014.

  
\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Attorney's Signature, if applicable)

Notes

\* Applicant is defined as any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association or trust) applying for zoning action.

\*\* Copy to be filed with the City of Smyrna Zoning Department and City Clerk along with a copy of the zoning application including a copy of the legal description of the property.

**ZONING AMENDMENT ANALYSIS**

Section 1508 of the Smyrna Zoning Code details nine zoning review factors which must be evaluated by the Mayor and Council when considering a zoning amendment request. Please provide responses to the following using additional pages as necessary. **This section must be filled out by the applicant prior to submittal of the zoning amendment request.**

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The space behind 1386 Marston street will remain green space and no improvements are planned at this time. The 2000 sq ft behind the common drive will remain green space.

2. Whether the zoning proposal or the use proposed will adversely affect the existing use or usability of adjacent or nearby property.

The two parcels will remain green space so should not affect any neighbors

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

No economic use on lot.

**ZONING AMENDMENT ANALYSIS (CONTINUED)**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

Since the lot is remaining green space there should cause burden on anything above.

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

Lot is to remain green space so should conform to current land use plan.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

No conditions exist.

**ZONING AMENDMENT ANALYSIS (CONTINUED)**

7. Whether the development of the property under the zoning proposal will conform to, be a detriment to or enhance the architectural standards, open space requirements and aesthetics of the general neighborhood, considering the current, historical and planned uses in the area.

Since I purchased the property in 2012 I have spent over \$5000 on removing trees, a old metal building and trash from space. I paid to have the property regraded and planted grass which has made a huge difference in the appearance of the lot.

8. Under any proposed zoning classification, whether the use proposed may create a nuisance or is incompatible with existing uses in the area.

Proposed zoning should not create a nuisance since lot is remaining as is.

9. Whether due to the size of the proposed use, in either land area or building height, the proposed use would affect the adjoining property, general neighborhood and other uses in the area positively or negatively.

No building are proposed.

Used Book 14730 Pg 3760  
Filed and Recorded Oct-15-2009 04:28pm  
2009-0132915  
Real Estate Transfer Tax \$100.00

*Mail*

After Recording, Return To:  
Zack A. Rice  
Boling Rice LLC  
P.O. Box 244  
Cumming, GA 30028  
(770) 887-3162

*J.C. Stephenson*  
Jky C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA  
COUNTY OF FORSYTH

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of OCTOBER 14, 2009, between PATRIOT BANK OF GEORGIA (hereinafter referred to as "Grantor") and JOSHUA BONNER and SARAH BONNER (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

**WITNESSETH:**

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10. 00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 561 of the 17th District and 2nd Section of Cobb County, Georgia, being Lot 8, Riley's Walk, Phase III, as shown on a plat of said subdivision recorded in Plat Book 264, Page 62, Cobb County, Georgia, Records, which plat is incorporated herein and made a part hereof by reference.

TO HAVE AND TO HOLD, the 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 Grantee, forever in FEE SIMPLE.

Deed Book 14730 Pg 3761  
Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

AND GRANTOR WILL WARRANT and forever defend the right and title of the  
above described property unto Grantee against the claims of all persons claiming by, through  
or under Grantor.

EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

Patriot Bank of Georgia

Walter Deal  
Witness

Michelle Lansenbach (Seal)

[Circular Notary Seal]  
Notary Public

Michelle Lansenbach (Seal)  
Banking Officer

# Real Estate Bills

## View Bill

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**Bill Year** 2013  
**Bill** 1503  
**Owner** BONNER JOSH  
**Parcel ID** 17056101660

<b>Installment</b>	<b>Pay By</b>	<b>Amount</b>	<b>Payments/Credits</b>	<b>Balance</b>	<b>Interest</b>	<b>Due</b>
1	11/15/2013	\$24.27	\$24.27	\$0.00	\$0.00	\$0.00
Interest and Penalties						\$0.00
<b>TOTAL</b>		\$24.27	\$26.94	\$0.00	\$0.00	\$0.00

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*Med*

William E. Bramby II  
274 Washington Ave.  
Marietta, GA 30060  
File #: B120243

*J.C. Stephenson*

JAY C. STEPHENSON  
CLERK OF SUPERIOR COURT Cobb Cty. GA.

**LIMITED WARRANTY DEED**

This Indenture made this 21st day of November, 2012 between DGD Holdings, Inc., of the County of , State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Bonner, Josh, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

All that tract or parcel of land lying and being in Land Lot 561 of the 17th District, 2nd Section, Cobb County, Georgia, containing 8,996 square feet and being more particularly described as follows: Beginning at the pin marking the southwest corner of Lot 1, Riley's Walk, Phase III as shown on plat recorded in Plat Book 264, page 62, Cobb County, Georgia Records; thence North 83 degrees 57 minutes 36 seconds West a distance of 90.00 feet to an iron pin; thence South 06 degrees 32 minutes 09 seconds West a distance of 99.94 feet to and iron pin; thence North 83 degrees 57 minutes 09 seconds West a distance of 60.00 feet to an iron pin; thence North 06 degrees 32 minutes 09 seconds East a distance of 119.93 feet to an iron pin located at the southeastern corner of Lot 8, Riley's Walk, Phase III as shown on said plat; thence along the rear lines of Lots 8, 7 and 6, at a bearing of South 83 degrees 57 minutes 36 seconds East a distance of 150.00 feet to an iron pin at the southeastern corner of Lot 6; thence South 06 degrees 32 minutes 09 seconds West along the rear line of Lot 1 a distance of 20.00 feet to an iron pin and the point of beginning, said parcel being designated as Green Space on said plat.

This parcel is to remain a separate parcel and is not to be combined with any adjacent parcel Grantee may own. It is to remain as an unimproved parcel; however, a portion may be fenced for the exclusive use of Grantee, his heirs, successors, assigns and invitees.

This Deed is given subject to all easements and restrictions of record, if any.

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:

*Jennifer Hilds*  
Witness

*Hank R. Dudek*  
DGD Holdings, Inc.  
By: Hank R. Dudek, President

*William E. Bramby II*  
Notary Public

[Corporate Seal]



# Real Estate Bills

## View Bill

<b>Bill Year</b>	2013
<b>Bill</b>	1504
<b>Owner</b>	BONNER JOSHUA & SARAH
<b>Parcel ID</b>	17056101630

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	11/15/2013	\$1,236.41	\$1,236.41	\$0.00	\$0.00	\$0.00
Interest and Penalties						\$0.00
<b>TOTAL</b>		\$1,236.41	\$1,376.49	\$0.00	\$0.00	\$0.00

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Dear Neighbors,

As you may know, we purchased the green space behind our lot in 2012. Since the formation of the HOA, we have discovered that a certain amount of community space is required per the guidelines of the Smyrna Zoning Ordinance. To satisfy this requirement, a portion of the land we own will be re-zoned and deeded over to the HOA. That portion is the strip of land that runs along the community driveway behind the Marston Street homes.

We need signatures from each homeowner in order to show your approval of this rezoning. Please feel free to contact us if you have any questions or concerns.

Thank you,

Josh and Sarah Bonner

DocuSigned by:  
Brad Huff  
Brad Huff

DocuSigned by:  
Barry Rutherford  
Barry Rutherford

DocuSigned by:  
Jason Bonner  
Jason Bonner

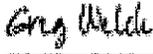
DocuSigned by:  
Mike Stempel  
Mike Stempel

DocuSigned by:  
Len Friedman  
Len Friedman

DocuSigned by:  
Daniel Rice  
Daniel Rice

DocuSigned by:  
Sarah Berger  
Sarah Berger

DocuSigned by:  
David P Chambers  
Tony Bondhus David Chambers

DocuSigned by:  
  
\_\_\_\_\_  
Greg Welch