

**RECEIVED**

By Howard Johnson at 4:34 pm, Feb 06, 2023



## DeKalb County Department of Planning &amp; Sustainability

Hon. Michael Thurmond  
Chief Executive OfficerAndrew Baker, AICP,  
Director**ZONING BOARD OF APPEALS APPLICATION FOR PUBLIC HEARING  
(VARIANCES, SPECIAL EXCEPTIONS, APPEALS OF ADMINISTRATIVE DECISIONS)**

Applicant and/or  
Authorized Representative INNOCENT NWACHUKWU BOA No. \_\_\_\_\_

Mailing Address: 2550 SANDY PLAINS RD

City/State/Zip Code: MARIETTA, GA

Email: imc.construction@gmail.com

Telephone Home: 678 698 3816 Business: (678) 698-3816

**OWNER OF RECORD OF SUBJECT PROPERTY**

Owner: ADELANWA OPADEYI

Address (Mailing): 4317 LONGLEAF PINE AVE, DORAVILLE GA 30360

Email: Info@adewaltglobalinc.com

Telephone Home: (770) 906-6918 Business: \_\_\_\_\_

**ADDRESS/LOCATION OF SUBJECT PROPERTY**

Address: 293 0th Ave City: AVONDALE State: GA Zip: \_\_\_\_\_

District(s): 18 Land Lot(s): 20921 Block: \_\_\_\_\_ Parcel: 1800926006

Zoning Classification: R-75 Commission District & Super District: SCOTTDALE OVERLAY DIST.

**CIRCLE TYPE OF HEARING REQUESTED:**

- VARIANCE (From Development Standards causing undue hardship upon owners of property.)
- SPECIAL EXCEPTIONS (To reduce or waive off-street parking or loading space requirements.)
- OFFICIAL APPEAL OF ADMINISTRATIVE DECISIONS.

**\* PLEASE REVIEW THE FILING GUIDELINES ON PAGE 4. FAILURE TO FOLLOW GUIDELINES MAY RESULT IN SCHEDULING DELAYS. \***

**TO BE COMPLETED BY PLANNING AND SUSTAINABILITY DEPARTMENT:**

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

Fee Paid: \_\_\_\_\_



## DeKalb County

J E T A N O U S A

## ZONING BOARD OF APPEALS APPLICATION

## AUTHORIZATION TO REPRESENT THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals  
to inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property and that I authorize the applicant/agent to apply for a hearing to the  
Zoning Board of Appeals for the requests as shown in this application.

DATE:

2/2/23

Applicant/Agent:  
Signature

TO WHOM IT MAY CONCERN:

(I)/ (WE)

(Name of Owners)

ADELANWA ADEWALE OPADEYI

being (owner/owners) of the property described below or attached hereby delegate authority to:

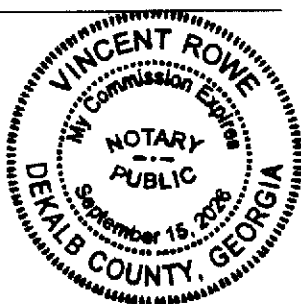
  
Notary Public  
Owner

Notary Public

Owner

Notary Public

Owner





## **ZONING BOARD OF APPEALS APPLICATION AUTHORIZATION OF THE PROPERTY OWNER**

I hereby authorize the staff and members of the Zoning Board of Appeals  
To inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property subject to the application.

DATE: 2/1/23

Applicant:  
Signature

A handwritten signature in black ink, appearing to read 'John S. Salazar', written over a horizontal line.

DATE: 02/02/23

Applicant:  
Signature

A handwritten signature in black ink, appearing to read 'John S. Salazar', written over a horizontal line.

February 6<sup>th</sup>, 2023

Dekalb County Zoning Board.

Re: 293 Ohm Avenue, Avondale Estate GA 30032

To Whom It May Concern,

Please consider this letter as a petition to Dekalb County Zoning Board for the reduction of side, and front setback for small tract of land located tax identification number 1800926009 also known as 293 Ohm Avenue, Avondale Estate Georgia 30032.

Per section 27-7.5.4, a variance can be granted "By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slope), 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"

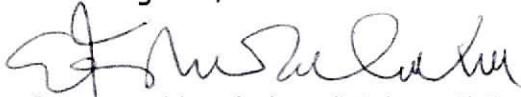
- a. The subject property located at 293 Ohm Avenue is an 850 SF single story home built in 1920. The lot size measures 50x117 with total area of 0.2 acres. It sits at the intersection of Chestnut Street and Ohm Avenue; it is zoned R-75 with a front yard set back of 30 feet on Ohm Avenue and 30 feet on Chestnut.
- b. By following the setbacks as stated in the zoning ordinance, the usable area of this lot will be excessively narrow and unusable (see attached site plan).

In the light of the above conditions, we are requesting that the front setback be reduced to 15 feet on Ohm Avenue and 11.4 feet on Chestnut Street. This will enable my client carry out his proposed improvement of adding more heated space to the existing home.

As shown in the attached HUD statement, my client's total investment is \$313,640. For him to recoup his investment a second story addition seems to be the only option.

It is our position that not being able to add additional heated space due to a condition not created by him will create a financial hardship to my client and will risk the house being foreclosed by the mortgage holder.

Best Regards,



Innocent Nwachukwu (Walton Global Enterprises, Inc)

2/8/23

**The Fryer Law Firm**  
**ALTA Universal ID: 1063864**  
**70 Lenox Pointe, NE**  
**Atlanta, GA 30324**

File No./Escrow No. : 2021-01474  
 Print Date & Time: July 14, 2021 10:59 am  
 Officer/Escrow Officer : Susan Fyvolent  
 Settlement Location : 70 Lenox Pointe, NE  
 Atlanta, GA 30324

Property Address: 293 Ohm Avenue  
 Avondale Estates, GA 30002

Borrower: EE&M, LLC  
 Dewalton Global Enterprise, Inc.

Lender: Groundfloor Real Estate 1, LLC

Settlement Date: July 14, 2021

Disbursement Date: July 14, 2021

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
		Loan Amount [\$313,640.00]		
		Construction draw [Remaining Balance: \$243,560.00]		70,080.00
		<b>Loan Charges to Groundfloor Real Estate 1, LLC</b>		
		Document Preparation Fee	500.00	
		Origination Points	10,980.00	
		Underwriting Fee	750.00	
		<b>Title Charges and Escrow/Settlement Charges</b>		
		Attorney Fee/Settlement Fee to The Fryer Law Firm	500.00	
		Courier Fee to Neighborhood Title Group, Inc.	55.00	
		Insured Closing Letter to Chicago Title Insurance Company	50.00	
		Lender's Title Insurance to NTG / CTIC Coverage: 313,640.00 Premium: 855.70	855.70	
		Tax Report to Neighborhood Title Group, Inc.	25.00	
		Title Binder to The Fryer Law Firm	75.00	

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		<b>Title Charges and Escrow/Settlement Charges (continued)</b>		
		Title Exam to Traditional Title Services	150.00	
		<b>Government Recording and Transfer Charges</b>		
		Recording Fees to Dekalb Clerk of Superior Court	29.50	
		GRMA Fee to State of Georgia	10.00	
		<b>Miscellaneous</b>		
		Homeowner's Insurance Premium to National Real Estate Insurance Group 12 months	2,007.12	
Seller			Borrower	
Debit	Credit		Debit	Credit
		<b>Subtotals</b>	15,987.32	70,080.00
		<b>Due to Borrower</b>	54,092.68	
0.00	0.00	<b>Totals</b>	70,080.00	70,080.00

## ACKNOWLEDGMENT AND RECEIPT OF SETTLEMENT STATEMENT

LENDER: **Groundfloor Real Estate 1, LLC**

Date: **July 14, 2021**

PURCHASER/BORROWER: **EE&M, LLC and Dewalton Global Enterprise, Inc.**

SELLER:

PROPERTY ADDRESS: **293 Ohm Avenue, Avondale Estates, GA 30002**

Purchaser and Seller acknowledge that each has received, reviewed and approved the entries appearing on the Settlement Statement, and each acknowledge receipt of a copy of the same. Purchaser acknowledges receipt and disbursement on Purchaser's behalf of the loan proceeds, in full. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller warrants the correctness of all payoff amounts for outstanding liens and encumbrances; if any deficiency occurs, Seller shall promptly remit the same to the Settlement Agent.

If the proration of taxes and assessments was made based on estimated amounts prior to receipt of the current actual bills, Purchaser and Seller agree to adjust the prorations shown on the Settlement Statement between themselves when the current actual bills are received. The payment of all outstanding taxes and assessments not paid at settlement are assumed by Purchaser.

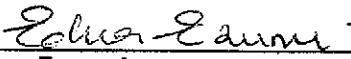
Purchaser and Seller acknowledge that Settlement Agent and Lender make no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibilities of the Purchaser and Seller.

Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

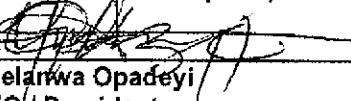
Purchaser hereby acknowledges that a real property tax return and application for homestead exemption is required by law and is to be filed with the county tax collector in which the property lies, and that such filings are the sole responsibility of Purchaser. Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return.

Any condition or stipulation not fulfilled at time of closing shall survive the closing, execution and delivery of the Warranty Deed (or other deed of conveyance), until such time as said conditions or stipulations are fulfilled.

**EE&M, LLC**

BY:  (SEAL)  
Edna Esumei  
Sole Member

**Dewalton Global Enterprise, Inc.**

BY:  (SEAL)  
Adenwa Opaadeyi  
CEO / President

The Fryer Law Firm

By: 

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on page one of the ALTA Combined Settlement Statement constitutes the Gross Proceeds of this transaction.



February 6th, 2023

Dekalb County Zoning Board.

Re: 293 Ohm Avenue, Avondale Estate GA 30032

To Whom It May Concern,

Please consider this letter as a petition to Dekalb County Zoning Board for the reduction of side, and front setback for small tract of land located tax identification number 1800926009 also known as 293 Ohm Avenue, Avondale Estate Georgia 30032.

Per section 27-7.5.4, a variance can be granted "By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slope), 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"

a. The subject property located at 293 Ohm Avenue is an 850 SF single story home built in 1920 is considered a traditional neighborhood. The lot size measures 50x117 with total area of 0.2 acres. It sits at the intersection of Chestnut Street and Ohm Avenue; it is zoned R-75 with a front yard set back of 30 feet on Ohm Avenue and 30 feet on Chestnut Street.

b. This lot was created before the current zoning ordinance was put into effect and does not meet the minimum of 10,000 SF required for R-75 zoning; its a non-conforming traditional Lot. (See attached site plan). And there is a Storm Sewer easement at the back of the House that goes across the lot. (See attached Survey plan)

c. By requesting a variance, I am not asking to be treated differently, just for the bare minimal. We are not proposing to add any new slab, foundation or additional parking and just adding second floor or the existing footprint.

d. Also, the approval of this variance will not adversely affect the property value or harm other property owners in the area. We are only requesting to be allowed to make maximum use of a non-conforming traditional lot. What we are trying to do which is to add an extra floor and convert it to a 2 Story Single Family home in a Traditional Neighborhood (TN) Character Area is consistent with the 2035 Comprehensive Land Use Plan. The description of a Traditional Neighborhood is to preserve the 2050 Master Plan.

e. Not approving this variance will cause undue hardship to us, we are not going to cause any damage to the neighbors and also help in improving the Neighborhood. we have the Home with

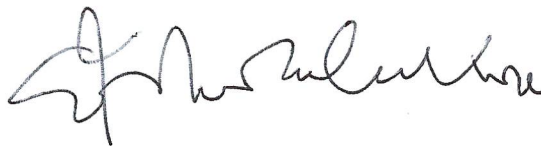


the Lowest Living Square footage of 850 on the Street, it was built before the law came into to place.

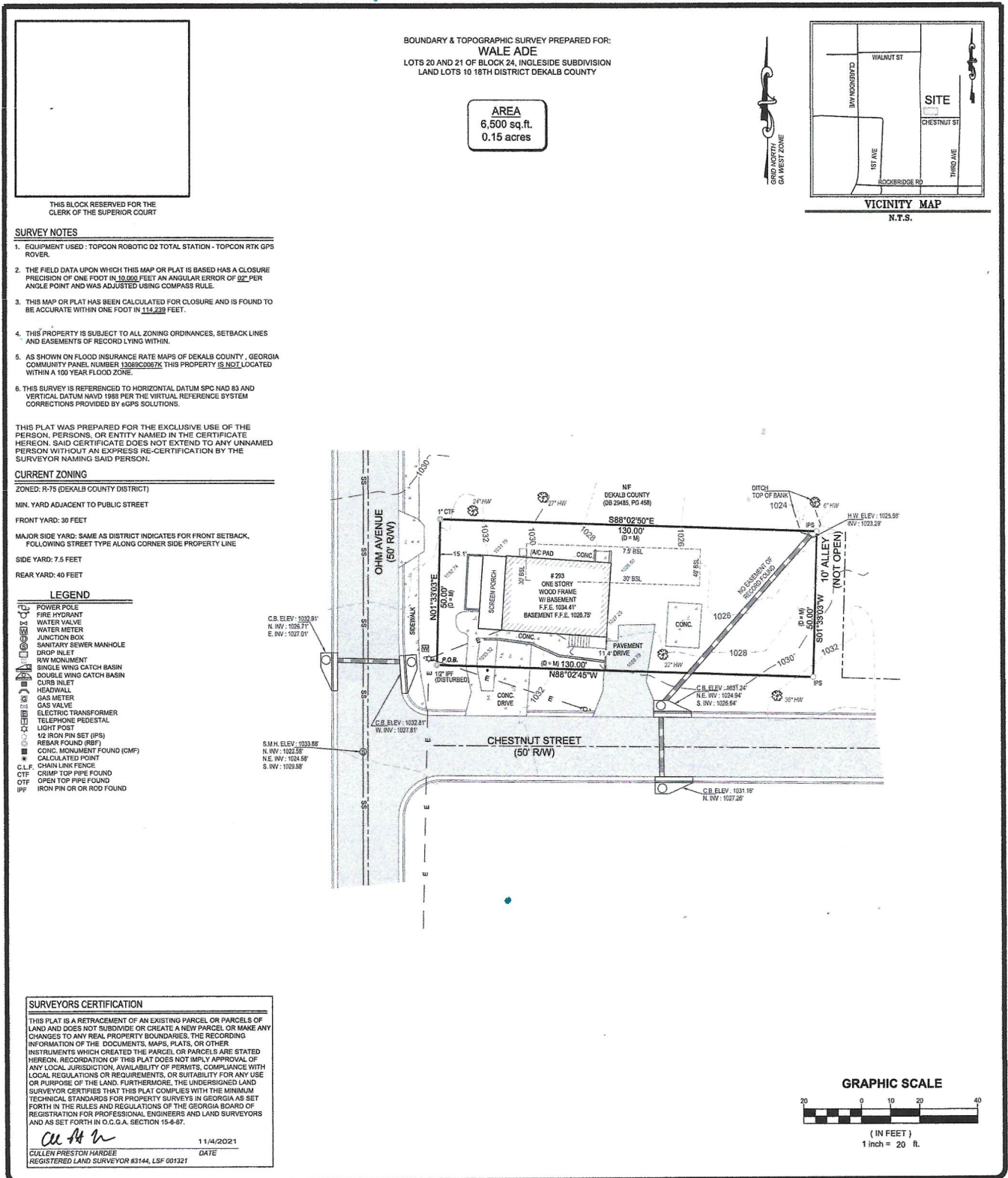
In the light of the above conditions, we are requesting that the front setback be reduced to 15 feet on Ohm Avenue and 11.4 feet on Chestnut Street. This will enable my client carry out his proposed improvement of adding more heated space to the existing home.

It is our position that not being able to add additional heated space due to a condition not created by him will create a undue hardship to my client.



Best Regards,

 2/28/23

Innocent Nwachukwu (Dewalton Global Enterprises, Inc)



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<b>JOB NUMBER:</b>  21-912		<b>PLAT DATE:</b> 11/4/2021 <b>FIELD DATE:</b> 10/15/2021 <b>SCALE:</b> 1" = 20' <b>DRAWN BY:</b> W.F.M. <b>REVIEWED BY:</b> M.A.M.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> <b>LEGAL REFERENCE:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DEED BOOK: 26801</td> <td>PAGE: 380</td> </tr> <tr> <td>PLAT BOOK: --</td> <td>PAGE: --</td> </tr> </table> <p style="text-align: center;">SHEET 1 OF 1</p>	REVISIONS		1.		2.		3.		4.		DEED BOOK: 26801	PAGE: 380	PLAT BOOK: --	PAGE: --	<b>BOUNDARY &amp; TOPOGRAPHIC SURVEY</b> <b>WALE ADE</b> LOTS 20 & 21, BLOCK 24 (PER DEED) INGLESIDE SUBDIVISION LAND LOT 10, 18TH DISTRICT DEKALB COUNTY GEORGIA	 <b>UNITED LAND SURVEYING</b> COA NO. LSF 001321 1258 CONCORD ROAD SE SUITE 100 SMYRNA, GEORGIA 30080 Ph. (770) 291-9232 VISIT US ON OUR WEBSITE: <a href="http://www.united-lls.com">www.united-lls.com</a>
REVISIONS																			
1.																			
2.																			
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DEED BOOK: 26801	PAGE: 380																		
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