

BOARD OF ADJUSTMENT AND ZONING APPEALS ACTION BOONE COUNTY PLANNING COMMISSION

FIVE (5) SCALED COPIES AND ONE (1) 11X17 REDUCTION OF SUBMITTED DRAWINGS ARE REQUIRED

See Boone County Zoning Regulations

Handwritten notes: GARY TUCKER, 4843 HAND PETERS BURG KY 41080, 859-307-8760, 524-5912, 3 PG, 15 618, 19 615, 129

SECTION A (To be completed by applicant)

- 1. (Check One) Boone [checked] Florence _____ Walton _____ Union _____
2. (Check One) Conditional Use Permit _____ Variance [checked] Appeal _____ Change in Non-Conforming Use _____
3. Applicant's Name RONALD JACK BENSON, Phone Number 859-653-2316, Fax No. 859-..., Applicant's Address 3004 BELLE MEADE LN EDGEWOOD KY 41017
4. Description of Request: Allow A LEAN-TO BARN ADDITION to Encroach INTO FRONT YARD SET BACK
5. Name of Development _____
6. Location of Development 9871 SULLIVAN ROAD UNION, KY 41091
7. Acreage Under Review _____
8. Lot Number and Name of Subdivision (if part of a subdivision) Ronald Jack Benson
9. Owner of Property 3004 BELLE MEADE LN EDGEWOOD KY 41017
10. Address of Property Owner _____ Phone No. _____
11. Proposed Use(s) on Site BARN WITH LEAN-TO
12. Total Square Footage of Existing and/or Proposed Buildings PROPOSED 48' x 18'
13. Current Zoning on Property A-1
14. Deed Book _____ Page No. _____ Group No. 2053
15. Is the site subject to a zone change? No
16. Have you submitted a Site Plan with this request? YES
17. Have you submitted a list of adjoining property owners with this request?
18. I, or we, understand and agree that this application and drawing(s) are being filed in accordance with the Boone County Zoning Regulations.

ORIGINAL Property Owner's Signature: [Signature]
ORIGINAL Applicant's Signature: [Signature]
(Faxed, Photocopied or Scanned Signatures will NOT be Accepted)

**BOARD OF ADJUSTMENT AND
ZONING APPEALS ACTION
APPLICATION
PAGE 2**

SECTION B (To be completed by the Boone County Planning Commission Staff)

1. Date Received 6-4-12 Fee Received \$1032.00 Receipt # 64975
2. Is application complete? Yes No
3. Staff Reviewer _____
4. Scheduled Board Action Date _____
5. Board Action:
 Approved
 7/11/12 Approved with Conditions (See #6)
 Denial (See #7)
6. Conditions of Approval: SEE 7/11/12 Meeting Minutes
AND C.L.U.R.
7. Reasons for Denial: _____

**Boone County Planning Commission
Boone County Administration Building
2950 Washington Street, Room 317
P.O. Box 958
Burlington, Kentucky 41005
(859) 334-2196 - Phone
(859) 334-2264 - Fax
plancom@boonecountyky.org - E-mail
www.boonecountyky.org - Web Page**

NOTE: See Boone County Planning Commission Fee Schedule for Board of Adjustment Fees.

Site Plan Review is not granted by the appropriate Board of Adjustment.

An application consists of all fees paid in full, submitted drawings and a completed application form.

STAFF REPORT

APPLICANT: Ronald Jack Benson

LOCATION: 9871 Sullivan Road, Boone County, Kentucky

ZONING: Agriculture (A-1)

DATE: July 11, 2012

Proposal

The applicant has submitted a variance application so he can construct a 18' x 48' lean to addition onto the front of his garage. The existing garage is a legal non-conforming structure because it has existed for more than 10 years and does not meet the 80' front yard requirement. The request would further reduce the front yard setback from 33' to 15'.

Site History

On May 6, 1993, Boone County Planning Commission issued a Zoning Permit allowing a 20' x 18' historic cabin to be reconstructed on the site. The cabin was shown with an 80' front yard setback.

A 1999 aerial photography shows that the cabin and the garage were existing on the property.

Applicable Regulations

Article 2, Section 250 of the Boone County Zoning Regulations states that the Board of Adjustment and Zoning Appeals shall have the power to hear and decide on applications for variances. A variance is defined as a departure from the dimensional terms of the zoning regulation pertaining to the height, width, or location of structures, and the size of yards and open spaces where such departure meets the requirements of KRS 100.241 to 100.247.

The Board should evaluate the applicant's request as it relates to the criteria necessary for granting a variance as stated in Section 251 of the Boone County Zoning Regulations:

1. Before any variance is granted, the Board must find that the granting of the variance will not adversely affect the public health, safety or welfare, will not alter the essential character of the general vicinity, will not cause a hazard or nuisance to the public, and will not allow an unreasonable circumvention of the requirements contained in the zoning regulations.
 - A. The requested variance arises from special circumstances which do not generally apply to land in the general vicinity, or in the same zone;
 - B. The strict application of the provisions contained in the regulations would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant;
 - C. The circumstances are the result of actions of the applicant taken subsequent to the adoption of the zoning regulation from which relief is sought.

2. The Board shall deny any request for a variance arising from circumstances that are the result of willful violations of the zoning regulation by the applicant subsequent to the adoption of the zoning regulation from which relief is sought.

Table 31.1 of the Boone County Zoning Regulations lists the setback requirements in an A-1 zone as 80' front, 25' rear, and 10' sides.

Section 3123 of the Boone County Zoning Regulations states that open structures such as porches, canopies, balconies, platforms, carports, covered patios, and similar architectural projections which occupy space three (3) or more feet above the general ground level of the yard shall be considered parts of the building to which attached and shall not project into the required minimum front, side, or rear yard. Chimneys, overhangs and gutters may extend up to two and one-half (2½) feet into a required front, side, or rear yard. However, such extensions into a required yard shall not impede, disrupt, or interfere with storm water flow and may need to be cantilevered above grade or necessitate the construction of a storm pipe system with drainage structures or other improvements to provide adequate site drainage.

Section 3153 of the Boone County Zoning Regulations Accessory structures or uses, as defined in Article 40 of this order (ordinance), shall be placed in the side or rear yard only, but not the corner side yard, and shall be no closer than five (5) feet to any property line in all zoning districts (refer to Section 3122 for setbacks along freeway, expressway, arterial, or collector roads). Accessory structures or uses may be located in the front yard area or corner side yard area in Agricultural zones or for agricultural uses located in other zones provided the respective front yard or corner side yard setback is met.

Site Characteristics

The subject property is approximately 6 acres in area and fronts on Sullivan Road. The property contains an 18' x 20' two story wood cabin and a detached metal garage that are located in close proximity to the road. Access to the cabin and garage are provided from two curb cuts on Sullivan Road. The rear yard and side yards are either open grass areas or wooded with large deciduous trees. The northern and western extremes of the property front along Gunpowder Creek. Boone County GIS shows that the topography of the parcel falls from 492 feet above sea level at Sullivan Road to approximately 456 feet above sea level at Gunpowder Creek.

Staff Comments

1. Boone County Building Department issued a stop work on the project earlier this year because the applicant started work without Zoning or Building Permits. One of the Variance criteria states that the Board shall deny any request arising from circumstances that are the result of willful violations of the zoning regulation by the applicant.

Staff would like the applicant to explain why the work was started without the proper Permits.

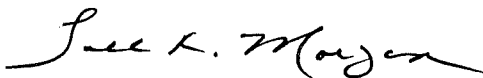
2. Part of the land that is under review is owned by the applicant (1.9402 acres) and part of the land is owned by Gary Tucker (4.105 acres). Mr. Benson and Mr. Tucker have entered into a land contract in which Mr. Benson will purchase Mr. Tucker's Land when all terms and conditions are met.

3. The applicant informed Staff that he might want to attach the cabin and garage together at a future date. He also mentioned the possibility of adding a room addition onto the north side of the garage. Staff wrote this possibility into the legal ad and has the following comments:
 - A. Attaching the cabin and garage would make the garage part of the principal structure. The front yard setback requirement for principal or accessory structures in the A-1 zone is 80 feet.
 - B. Any future room addition on the north side of the barn will have to be analyzed in more detail by Boone County Planning Commission. The Boone County Zoning Regulations would not allow two single-family residential dwelling units to be created unless each structure was on its own lot.
 - C. Any future addition could not be located further into the front yard setback without approval from the Boone County Board of Adjustment.
4. Boone County GIS shows that the property is located within the 500 year flood zone. The applicant needs to contact Boone County Building Department and Kentucky Division of Water regarding their approval processes.
5. The Board needs to analyze the Variance criteria before acting on the request.

Conclusion

KRS 100.241 and Section 250 of the Boone County Zoning Regulations gives the Boone County Board of Adjustment and Zoning Appeals the authority to act on the request.

Respectfully submitted,



Todd K. Morgan, AICP
Senior Planner, Zoning Services

TKM/vlm

Attachments

- *Site Vicinity Map
- *Boundary Survey with Proposed Lean-To
- *2009 Aerial Map
- *Zoning Map
- *Topographical Map
- *Flood Map
- *5/6/93 Zoning Permit
- *5/28/12 Land Contract
- *Application

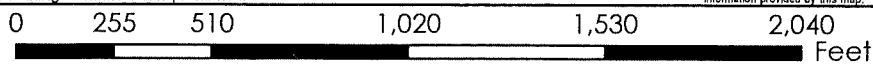
SITE VICINITY MAP

www.boonecountygis.com



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Data used to create this map were compiled from sources that comply with National Map Accuracy Standards. Boone County GIS extends no warranty with respect to the accuracy or content of the information provided by this map. This map should be used for general planning purposes only.



Boone County GIS - Putting Northern Kentucky on the Map

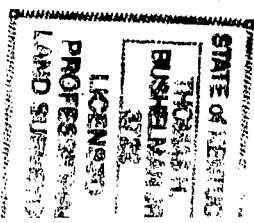
Map Created: 01/01/2008

Auto Plot 12.mxd by North 01/01/2008
ArcMap Document: *.mxd

LAND SURVEYOR'S CERTIFICATE

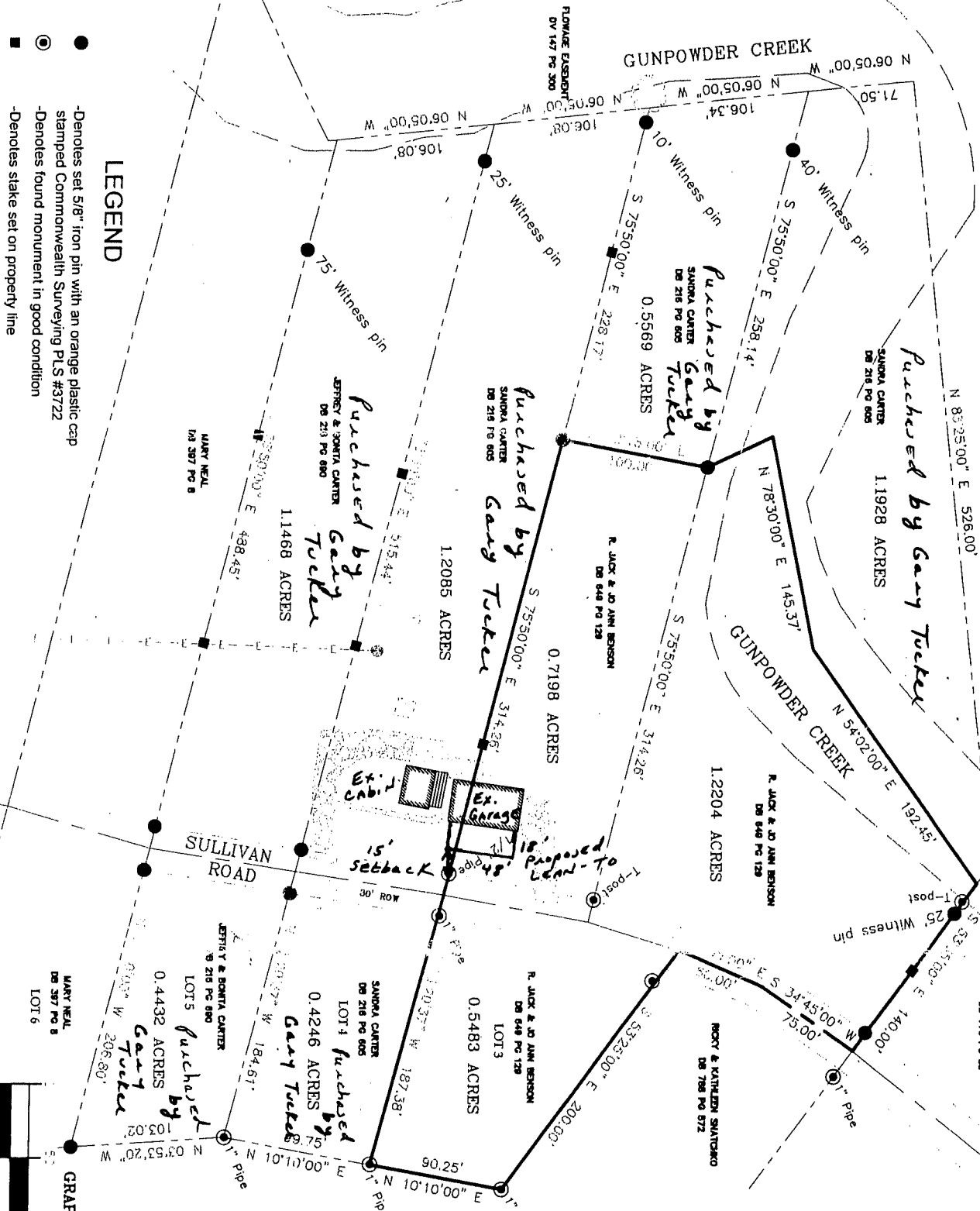
I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS IS DONE BY PERSONS UNDER MY DIRECT SUPERVISION BY THE USE OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION RATIO WAS 1:23,940 AND WAS NOT ADJUSTED. SURVEY SHOWN HEREON IS A RURAL SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.

THOMAS H. BUSHELMAN JR.
 LICENSED PROFESSIONAL
 LAND SURVEYOR #3722 IN THE
 COMMONWEALTH OF KENTUCKY



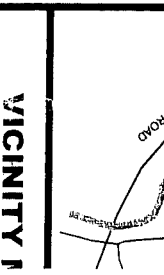
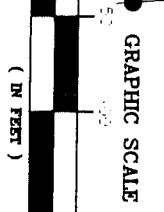
LAND SURVEYOR'S NOT

1. ALL FOUND MONUMENTATION IN GOOD CONDITION
2. MULTIPLE BUILDING AND IMPROVEMENT ENCOUNTERED
3. NO EVIDENCE OF A CEWEIRY FOUND ON SITE



LEGEND

- Denotes set 5/8" iron pin with an orange plastic cap stamped Commonwealth Surveying PLS #3722
- Denotes found monument in good condition
- Denotes stake set on property line



NORTH & BEARING SYSTEM
 JAMES D WERT LAND DIVISION
 SHOWN IN PLAT BOOK 10 P

2009 AERIAL MAP

www.boonecountygis.com



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0 8,750 17,500 26,250 35,000 43,750 52,500 61,250 70,000
Feet

1 inch = 83,333 feet



Boone County GIS - Putting Northern Kentucky on the Map

ZONING MAP

www.boonecountygis.com



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0 8,750 17,500 35,000 52,500 70,000

Feet

1 Inch = 83,333 feet

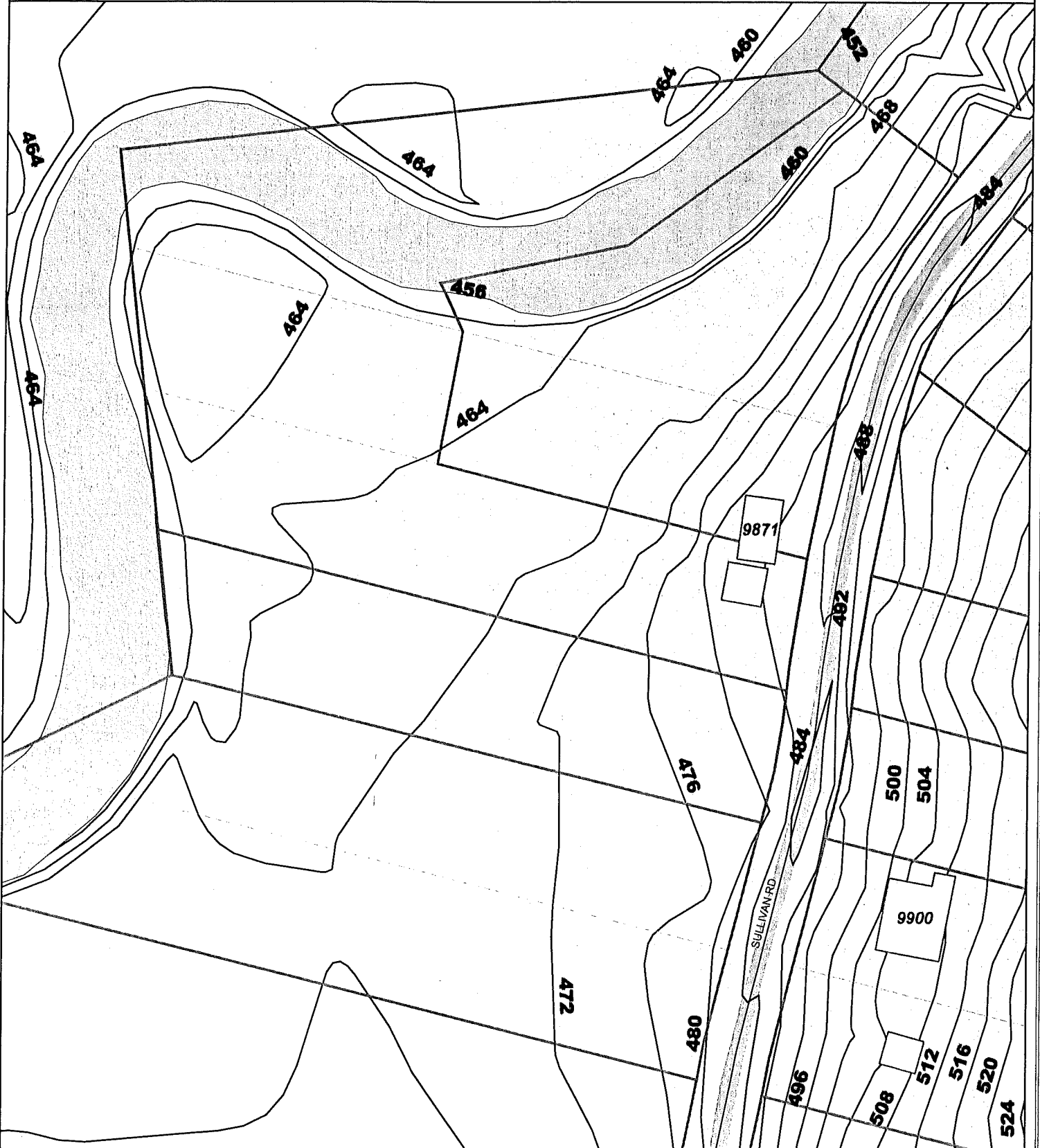


Boone County GIS - Putting Northern Kentucky on the Map



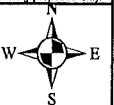
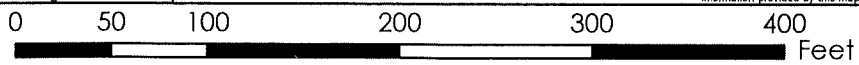
TOPOGRAPHICAL MAP

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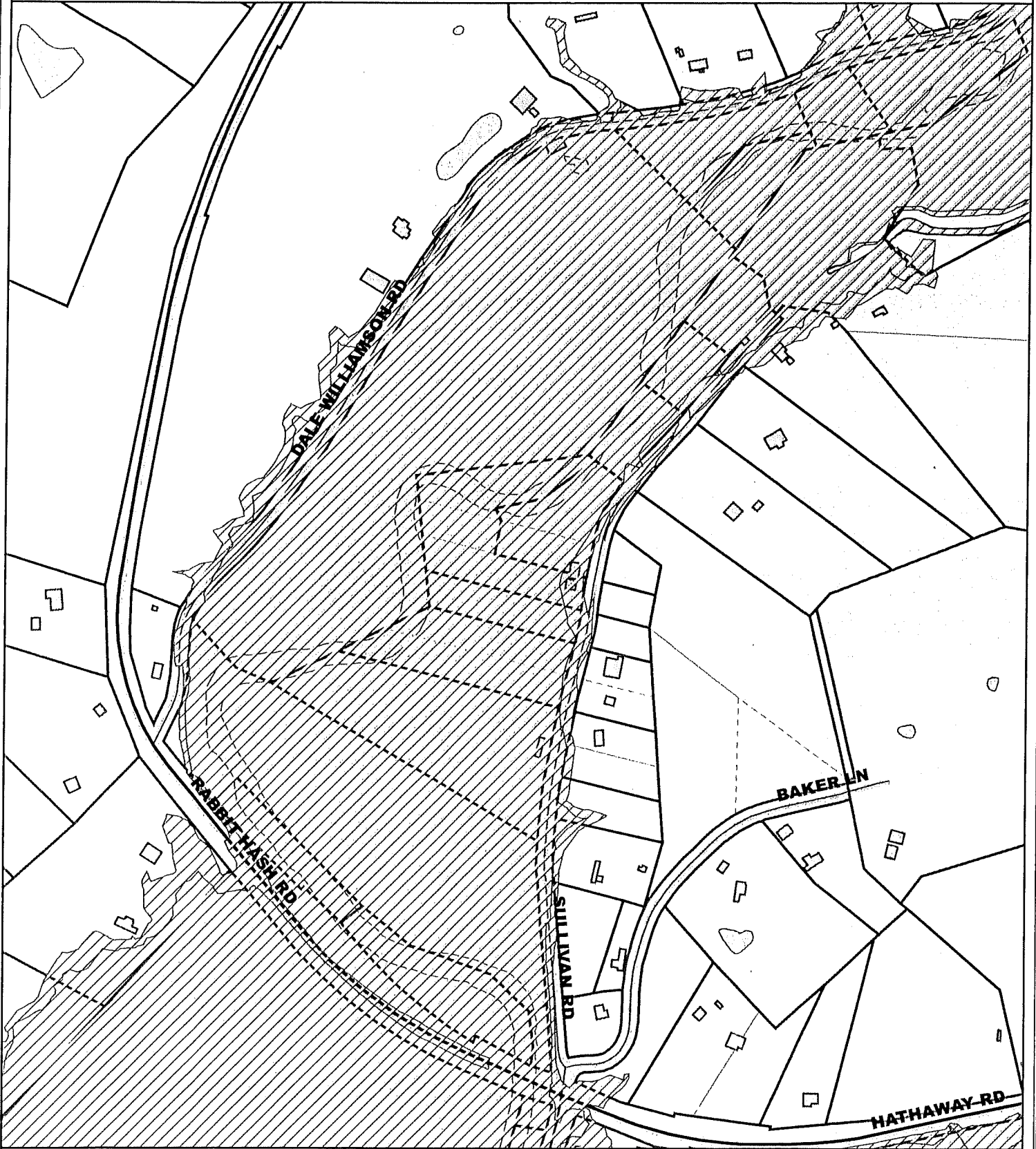
Boone County GIS - Putting Northern Kentucky on the Map

Map Created: 01/01/2008

Boone County GIS
ArcMap Document: *.mxd

FLOOD MAP

www.boonecountygis.com



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0 8,750 17,500 35,000 52,500 70,000

Feet

1 inch = 83,333 feet



Boone County GIS - Putting Northern Kentucky on the Map



NAME OF APPLICANT AND ADDRESS: RONALD JACK BENSON 4800 WILDWOOD DR
SULLIVAN RD. INDEPENDENCE, KY
41051

NAME OF PROPERTY OWNER AND ADDRESS: UNION, Ky 41051

NOTICE

I, or we, understand and agree that all construction work will be performed in accordance with this Zoning Permit Application, the Boone County Zoning Regulations and the Boone County Subdivision Regulations.

APPLICANT'S SIGNATURE: Ronald Jack Benson

DATE: 5/3/93 Phone Number: (wk) 371-6523 (Hm) 371-4034

Review # _____

**This Portion of the Application to be Completed
the Boone County Planning Commission**

Zoning District	<u>A-1</u>	Date	<u>5/6/93</u>	Fee	<input type="checkbox"/>	\$25.00	<input type="checkbox"/>	\$40.00
Approved	<input checked="" type="checkbox"/>	Denied	<input type="checkbox"/>	Paid	<input checked="" type="checkbox"/>	\$10.00	<input type="checkbox"/>	None
Staff Reviewer	<u>Amy Moore</u>			Address/Location	<u>9871 Sullivan Rd</u>			
Subdivision								
Lot #	Section #			Block/Phase #				

Rt 1263

Type of Improvement	
<input checked="" type="checkbox"/> Single Family Residence	<input type="checkbox"/> Detached Garage
<input type="checkbox"/> Duplex	<input type="checkbox"/> Garage Addition
<input type="checkbox"/> Three Family	<input type="checkbox"/> Porch or Deck
<input type="checkbox"/> Apartment (# units <u> </u>)	<input type="checkbox"/> Barn or Shed
<input type="checkbox"/> Townhouse (# units <u> </u>)	<input type="checkbox"/> Swimming Pool
<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Tenant Finish
<input type="checkbox"/> Residential Addition	<input type="checkbox"/> Other <u> </u>
Jurisdiction	
<input checked="" type="checkbox"/> Boone County	<input type="checkbox"/> Florence
<input type="checkbox"/> Walton	<input type="checkbox"/> Union
Post Office	
<input type="checkbox"/> Burlington	<input type="checkbox"/> Florence
<input type="checkbox"/> Walton	<input checked="" type="checkbox"/> Union
<input type="checkbox"/> Hebron	<input type="checkbox"/> Verona
<input type="checkbox"/> Petersburg	<input type="checkbox"/> Erlanger
<input type="checkbox"/> Crittenden	
Group # <u>253</u>	Reference Group # <u> </u> Census Tract # <u> </u>

MAY 3 1993
RECEIVED

Investigation, University for...

100'

J. Benson

515'

Heap
elec.

J. Benson

Gun Powder Creek

192-475'

PROP. DRIVE

Sullivan Rd.

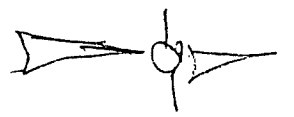
Boone Co.

100'

65'

75'

3-1/2' via
Flood Zone



PURCHASE CONTRACT
(Residential Home)

This Purchase Contract is made and entered into this 29th day of May, 2012, by and between Gary Tucker, unmarried, whose address is 4843 Hand Road, Petersburg, KY 41080, (hereinafter referred to as "SELLER") and Ronald Jack Benson, married, whose address is 3004 Belle Meade Lane, Edgewood, KY 41017, (hereinafter referred to as "PURCHASER").

1. For and in consideration of the purchase price, as set forth in paragraph 2 below, and further consideration as hereinafter enumerated and as agreed to between the parties, and upon the completion of all terms and conditions stated herein, the SELLER agrees to sell and the PURCHASER agrees to purchase the following described property:

LOT AND HOUSE

Property Address: 9871 Sullivan Rd and additional acreage on Sullivan Rd
Union, Boone County, Kentucky

Map #s: 030.00-00-002.08 and 030.00-00-002.10 respectively

See Attached Exhibits for legal description of parcels be conveyed

Hereinafter referred to as either Real Estate and/or Property.

2. The purchase price for the above-described Property shall be **Thirty Five Thousand and 00/100 dollars (\$35,000.00.00)**, which sum shall be payable as follows:
 - a. Simultaneously with the execution of this Purchase Contract and as evidence of PURCHASER's good faith, the sum of **One Thousand and 00/100 dollars (\$1,000.00)**, as non-refundable earnest money, receipt of which is hereby acknowledged by the SELLER, which non-refundable earnest money shall be applied to the purchase price at closing, or refunded to the PURCHASER only in the event of the following: SELLER'S default as indicated in Paragraphs 4, 10 and 11, below; or PURCHASER and SELLER being unable to reach a written settlement agreement concerning any corrections needed to the condition of the Real Estate resulting from the inspections performed in Paragraphs 8c and 8d below.
 - b. The balance of the purchase price less the non-refundable earnest money, **Thirty Four Thousand and 00/100 dollars (\$34,000.00)**, shall be paid to SELLER at closing.

3. The Real Estate conveyed herein shall include the Real Estate described in Paragraph 1 above, together with all improvements thereon, all appurtenant rights, privileges, easements and fixtures, including, but not limited to the following items, if they are now on the Property and used in connection therewith, all of which the **SELLER** certifies that he owns and will be free and clear of any liens and encumbrances at closing: _____
_____.
4. At the time of closing, **SELLER** shall convey the Property to **PURCHASER** by general warranty deed, free, clear and unencumbered.
5. **PURCHASER** shall be entitled to possession of the Property on the Date of Closing (hereinafter referred to as "Date of Possession").
6. Closing shall occur on or before **June 30, 2012** and at such time and place as mutually agreed upon by **PURCHASER** and **SELLER** (hereinafter referred to as "Date of Closing"). **SELLER** shall pay for costs of the preparation of the deed and transfer taxes due upon the transfer of the Property and all other closing costs shall be the responsibility of the **PURCHASER**.
7. Real estate taxes and assessments for the year 2012 shall be prorated to the date of closing.
8. This Purchase Contract is contingent upon each of the following:
 - a. The title to the Property to be transferred to be free, clear and unencumbered. **SELLER** may satisfy any liens at the time of closing.
 - b. **PURCHASER** obtaining at their expense, on or before ten (10) days after the date of this Purchase Contract, a termite inspection report which certifies that the Property is free from the presence of, or damage caused by, termites or other wood-destroying pests. **PURCHASER** shall provide written notice to the **SELLER** should the inspection report not certify the criteria above and corrections desired within two (2) days of the date of the inspection report. The **PURCHASER** and **SELLER** will reach a written agreement in settlement of the condition of the Real Estate within ten (10) days of **SELLER'S** receipt of the aforementioned notice. If a settlement agreement is not reached, this Contract shall be

null and void. If **PURCHASER** does not obtain such report within the above time frame, **PURCHASER** agrees that this contingency is waived and that **PURCHASER** can not claim default hereunder. **PURCHASER** further agrees it is buying the property "AS IS" by waiving this contingency.

- c. **PURCHASER** obtaining a whole house and lead based paint hazards inspection, and any other desired inspection, of the Property, at **PURCHASER'S** expense, on or before ten (10) days after the acceptance hereof by **SELLER**, by contractors or inspectors of their choice, which shows the condition of the Real Estate and all improvements thereon, including the structural integrity thereof, the roof, gutters, down spouts, drains, sewer and the heating, ventilating, air conditioning, plumbing, and electrical systems and fixtures to be satisfactory and all in proper working order. **PURCHASER** shall provide written notice to the **SELLER** should the inspection report not certify the criteria above and corrections desired within two (2) days of the date of the inspection report. The **PURCHASER** and **SELLER** will reach a written agreement in settlement of the condition of the Real Estate within ten (10) days of **SELLER'S** receipt of the aforementioned notice. If a settlement agreement is not reached, this Contract shall be null and void. If **PURCHASER** does not obtain such report within the above time frame, **PURCHASER** agrees that this contingency is waived and that **PURCHASER** can not claim default hereunder. **PURCHASER** further agrees it is buying the property "AS IS" by waiving this contingency.
9. All risk of loss or damage to the Property by fire, windstorm, casualty or any other cause shall remain with the **SELLER** until the Date of Closing. If the Property is substantially destroyed or damaged prior to the closing, this Purchase Contract may be declared to be null and void at the option of the **PURCHASER**.
10. **SELLER** warrants that the Property shall be in as good condition as of the Date of Closing and on Date of Possession by **PURCHASER** as it was as of the date of **PURCHASER'S** inspection of the Property, normal wear and tear excepted..
11. **DEFAULT**: If **SELLER'S** title to the Property is not free, clear and unencumbered (**SELLER** can satisfy any encumbrances at the time of Closing) as herein provided, or if any of the conditions and contingencies set out in Paragraph 8 hereof are not fulfilled, then, in any of such events, this

Purchase Contract shall terminate. If either party fails to carry out the terms of this Purchase Contract, upon proper tender of the other party to close, then, if the **PURCHASER** is the party to the default, they shall forfeit the earnest money deposit to the **SELLER**, who may, at their option, treat this Purchase Contract as null and void and retain the deposit as their damages; or if the **SELLER** is the party in default, the **SELLER** shall forfeit their right to the deposit made by the **PURCHASER** who may, at their option, treat this Purchase Contract as null and void and be entitled to receive the return of earnest money deposited by them; or either party may pursue the remedy of specific performance of this Purchase Contract.


12. **SELLER** and **PURCHASER** mutually agree that they have not retained the services of, and that no commission is due to, any **REALTOR** with respect to this sale. **SELLER** and **PURCHASER** mutually agree to indemnify and hold each other harmless in the event that a **REALTOR** makes a claim for commission due from one of the parties hereto.
13. **PURCHASER** acknowledges and agrees to purchase the property on as "AS IS" basis.
14. The **SELLER** and the **PURCHASER** each acknowledge receipt of a full and complete copy of this Purchase Contract and declare that it embodies the entire agreement between them with respect to the Property and that no promises, terms, conditions, representations, warranties or agreements other than those herein contained have been made or were relied upon **except** the Seller Disclosure of Property Statement. No extension, change, modification or amendment of this Purchase Contract shall have any force or effect whatsoever unless the same shall be noted in writing by endorsement on the original Purchase Contract and signed by the parties.
15. Upon execution of this Purchase Contract the same shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by **SELLER** to any assignment of this Purchase Contract or of any interest therein by **PURCHASER** except as set forth within this Purchase Contract.
16. Neither this Purchase Contract, nor any interest therein, shall, be assigned by **PURCHASER**, either voluntarily, involuntarily, by operation of law or otherwise, without the express written consent of **SELLER**.

17. **PURCHASER** and **SELLER** agree and acknowledge that time is expressly declared to be of the essence with regard to all terms and conditions of this Purchase Contract.
18. In all terms used herein, the plural shall include the singular, and the singular shall include the plural and each term shall include all genders.
19. Any and all notices or other communications required or permitted by this Purchase Contract or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when delivered personally to **SELLER** or **PURCHASER** or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid and certified, return receipt requested. The proper addresses for notices are as first written above.
20. The Commonwealth of Kentucky has adopted laws regarding the registration of sex offenders. Information relating to these laws and sex offender registration may be obtained by the **PURCHASER** from the internet, the Kentucky State Police or the local Sheriff's office in the county where the real estate is located. **PURCHASER** acknowledges that he/she is relying solely on his/her independent investigation and inquiry as to registered sex offenders in the area. **PURCHASER** must initial one of the following:
- _____ **PURCHASER** elects to research the presence of sex offenders residing in the area. **PURCHASER** shall have four (4) calendar days following Purchase Contract acceptance to research said information (hereinafter referred to as the "Research Period"). If **PURCHASER** discovers the existence of a registered sex offender living in the area, **PURCHASER** shall notify the **SELLER** in writing and **PURCHASER** shall have the option to void this Purchase Contract if written notice is provided to the **SELLER** with the Research Period. If written notification is not provided within the Research Period, then **PURCHASER** shall be deemed to be satisfied and the contingency will be considered waived.
- _____ **PURCHASER** waives the right to the Research Period for the presence of sex offenders residing in the area, if any.
21. **SELLER** certifies to **PURCHASER** that a) the fireplaces, chimneys, electrical, plumbing, heating, air conditioning equipment and systems and other items included herein will be in good working


order upon possession; b) there are currently no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the real estate may be assessed; c) the real estate is zoned residential and is not located in an environmental quality district or a historic district or a flood plain; d) no city, county, or state orders have been served upon SELLER requiring work to be done or improvements to be made which have not been performed; e) SELLER further certifies that there currently exist no defects or conditions known to SELLER, including, but not limited to, the presence of hazardous substances and/or violation of any state or federal environmental laws, statutes, or rules, which would adversely affect or materially impair the fitness of the real estate for the purpose of its intended use. PURCHASER is relying upon SELLER'S certification herein for the physical condition and character of the real estate.

22. All certifications, agreements, representations and warranties, and provisions made or contained herein and within this contract shall survive the closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.



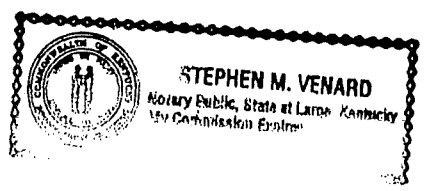
Gary Tucker, SELLER

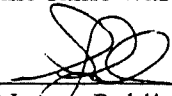


Ronald Jack Benson, PURCHASER

STATE OF KENTUCKY
COUNTY OF KENTON

Acknowledged and sworn before me, a Notary Public, on this 20th day of May, 2012 personally appeared **Gary Tucker** and **Ronald Jack Benson**, to me personally known or satisfactorily proven to me to be the signer of the foregoing instrument, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.





Notary Public
My commission expires: 4-25-2014

EXHIBIT "A"

Street address: _____ Sullivan Road, Union, Ky 41091

Group No. 1105

Plat No. Book 10, Page 35

PIDN # 030.00-00-002.10

Situated in the County of Boone and Commonwealth of Kentucky to wit:

Being all of Lot Number Five (5) of the James D. Wert Land Division Number Two (2), of record in Plat Book 10, page 35 in the Office of the Clerk of the Boone County Court, Burlington, Kentucky.

Subject to all water line easements of record on the aforementioned plat of record in the Boone County Clerk's records at Burlington, Kentucky.

Subject to conditions, covenants, restrictions, right of ways and easements, of record and/or in existence, including but not limited to those in prior instruments of record; legal highways and zoning ordinances.

Being the same property conveyed to the Grantor herein by deed recorded in Deed Book _____, page _____, of the Boone County Clerk's records at Burlington, Kentucky.

EXHIBIT "A"

Street address: 9871 Sullivan Road, Union, Ky 41091

Group No. 1105

Plat No. Book 10, Page 35

PIDN # 030.00-00-002.08

Situated in the County of Boone and Commonwealth of Kentucky to wit:

Parcel No. 4 and all of an unnumbered parcel of 1.55 acres more or less lying directly North thereof as shown on the plat of the James D. Wert land division #2 which is recorded in Plat Book 10, Page 35, Group No. 1105 in the office of the Boone County Court Clerk at Burlington, Kentucky, and being further described as follows:

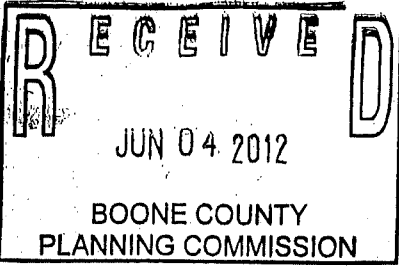
Located generally in Group #1105 and being all of certain parcels identified on the plat of the James D. Wert land division #2 as follows: All of Lot or Parcel #4 of 1.65 acres and all of an unnumbered parcel of 1.55 acres lying adjacent to and North thereof, said parcels all contiguous and forming one parcel of land are enclosed in the following metes and bounds description; BEGINNING at the intersection of the common line of Lot or Parcel #4 and 5 of said land division with the centerline of the Upper Gunpowder Creek (North) County Road; thence with the common line of said Lot #4 and 5, N 75-50 W 515.98 feet to a point on Gunpowder Creek; thence up said Creek, N 6-5 W 286.02 feet to a corner of a parcel of 1.55 acres more or less in the North side of Gunpowder Creek; thence running with the North Lines of the original tract of 14 acres conveyed to James D. Wert by Riggs, N 83-25 E 526 feet to a point in said creek; S 53-35 E 16.1 feet to a corner with a parcel of 1.180 acres previously conveyed out of said Riggs tract; thence with lines of said tract, S 54-2 W 192.45 feet, S 78-30 W 143.36 feet to a point in said creek; thence S 25-35 E 44.5 feet to a corner with a parcel of 0.722 acre previously conveyed; thence S 10-15 W 100 feet to a point in said common line of Lot or Parcel #3 and 4; thence therewith S 75-50 E 315 feet to the center of said Upper Gunpowder Creek Road; thence continuing with said line of Lots #3 and 4, S 75-32 E 187.67 feet to a corner of Lots #3 and 4; thence with the East line of Lot #4, S 10-10 W 99.75 feet to a corner thereof; thence N 75-32 W 184.90 feet or sufficient to reach the place of beginning CONTAINING 3.20 acres more or less and subject to legal highways and legal easements and exceptions of record and in existence.

Subject to all flowage easements of record on the aforementioned plat of record in the Boone County Clerk's records at Burlington, Kentucky.

Subject to conditions, covenants, restrictions, right of ways and easements, of record and/or in existence, including but not limited to those in prior instruments of record; legal highways and zoning ordinances.

Being the same property conveyed to the Grantor herein by deed recorded in Deed Book _____, page _____ of the Boone County Clerk's records at Burlington, Kentucky.

APPLICATION FORM



BOARD OF ADJUSTMENT AND ZONING APPEALS ACTION BOONE COUNTY PLANNING COMMISSION

FIVE (5) SCALED COPIES AND ONE (1) 11X17 REDUCTION OF SUBMITTED DRAWINGS ARE REQUIRED

See Boone County Zoning Regulations

SECTION A (To be completed by applicant)

(Check One)

1. [X] Boone [] Florence [] Walton [] Union

(Check One)

2. [] Conditional Use Permit [X] Variance [] Appeal [] Change in Non-Conforming Use

3. Applicant's Name: RONALD JACK BENSON
Phone Number: 859-653-2316 Fax No: 859-
Applicant's Address: 3004 BELLE MEADE LN EDGWOOD KY 41017

4. Description of Request: Allow A LEAN-TO BARN ADDITION TO ENCHROACH INTO FRONT YARD SET BACK

5. Name of Development

6. Location of Development: 9871 SULLIVAN ROAD UNION, KY 41091

7. Acreage Under Review

8. Lot Number and Name of Subdivision (if part of a subdivision) Ronald Jack Benson

9. Owner of Property: 3004 BELLE MEADE LN Edgewood Ky 41017
Address of Property Owner Phone No.

10. City State Zip

11. Proposed Use(s) on Site: BARN WITH LEAN-TO

12. Total Square Footage of Existing and/or Proposed Buildings: PROPOSED 48' x 18'

13. Current Zoning on Property: A-1

14. Deed Book Page No. Group No. 2053

15. Is the site subject to a zone change? No
If yes, give date of approval

16. Have you submitted a Site Plan with this request? YES

17. Have you submitted a list of adjoining property owners with this request?

18. I, or we, understand and agree that this application and drawing(s) are being filed in accordance with the Boone County Zoning Regulations.

ORIGINAL Property Owner's Signature: [Signature]

ORIGINAL Applicant's Signature: [Signature]

GARY TUCKER 4843 HAND PETERS BURS KY 41080 859-307-8760

DB 1005 619 1005 615 649 129

CERTIFICATE OF LAND USE RESTRICTION

1. NAME AND ADDRESS OF PROPERTY OWNER(S)
Gary Tucker Ronald Jack Benson
4843 Hand 3004 Belle Meade Ln.
Petersburg, KY 41080 Edgewood, KY 41017

2. ADDRESS OF PROPERTY 9871 Sullivan Road
Union, KY 41091
3. NAME OF SUBDIVISION OR DEVELOPMENT (if applicable)

4. DEED BOOK 1005/649 PAGE NO. 618/615/129 GROUP NO. 2053

5. TYPE OF RESTRICTION(S) (Check all that apply)

- Zoning Map Amendment: From Conditional Use Permit
- Development Plan Conditional Zoning
- Subdivision Plat (Not Recorded) Other:
- Variance

6. NAME AND ADDRESS OF PLANNING COMMISSION, BOARD OF ADJUSTMENT, LEGISLATIVE BODY OR FISCAL COURT WHICH MAINTAINS THE ORIGINAL RECORDS CONTAINING THE RESTRICTION

BOONE COUNTY PLANNING COMMISSION
2950 WASHINGTON STREET, ROOM 317
P.O. BOX 958
BURLINGTON, KENTUCKY 41005

Todd K. Morgan
SIGNATURE OF COMPLETING OFFICIAL

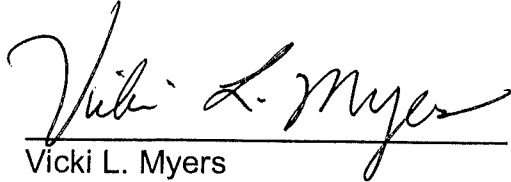
Todd K. Morgan, Senior Planner, Zoning Services
Name and Title of Completing Official

COMMONWEALTH OF KENTUCKY

COUNTY OF BOONE

Subscribed, sworn to, and acknowledged before me by Todd K. Morgan

on behalf of the Boone County Planning Commission this 24th day of July, 2012.



Vicki L. Myers

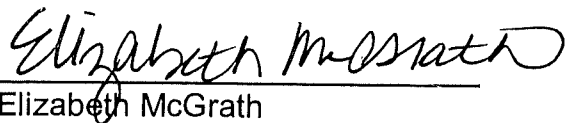
Notary ID 438411

NOTARY PUBLIC, State at Large

My commission Expires:

April 17, 2015

This instrument was prepared for recording purposes only by:



Elizabeth McGrath

Boone County Planning Commission

2950 Washington Street, Room 317

P.O. Box 958

Burlington, Kentucky 41005

NO TITLE EXAMINATION

(Legal Description and source of Title and Group Number furnished by the applicant.)

CONDITIONS OF APPROVAL

The following Conditions of Approval apply to the Variance approved by the Boone Board of Adjustments and in accordance with the current zoning in effect as of July 11, 2012 Certificate of Land Use Restriction (#12-BCBOA-004-A), for Gary Tucker and Ronald Jack Benson, Property Owner(s).

The following conditions will apply:

1. Any future room addition on the north side of the barn will have to be analyzed in more detail by Boone County Planning Commission. The Boone County Zoning Regulations would not allow two single-family residential dwelling units to be created unless each structure was on its own lot.
2. Any future addition could not be located further into the front yard setback without approval from the Boone County Board of Adjustment.
3. Boone County GIS shows that property is located within the 100 and 500 year flood zones. The applicant needs to contact Boone County Building Department and Kentucky Division of Water regarding their approval processes.

The approved Variance as well as the preceding conditions apply to the property described in:

DEED BOOK 1005/649 PAGE NO. 618/615/129 GROUP NO. 2053