

12-0-1440

(Do Not Write Above This Line)

AN ORDINANCE U-73-51 (TR-12-002)

BY: ZONING COMMITTEE

AN ORDINANCE TO AMEND ORDINANCE 95-O-0546 (U-73-51) AS ADOPTED BY THE CITY COUNCIL ON MAY 1, 1995 AND APPROVED BY THE MAYOR ON MAY 8, 1995 FOR THE PURPOSES OF APPROVING A TRANSFER OF OWNERSHIP FOR A SPECIAL USE PERMIT FOR A DAY CARE CENTER FOR PROPERTY LOCATED AT 690 BOLTON ROAD, N.W., AND FOR OTHER PURPOSES.

NOV 19 2012

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred: 11/5/12
 Referred To: Zoning
 Date Referred
 Referred To:
 Date Referred
 Referred To:

First Reading
 Committee Date: 11/14/12
 Chair: [Signature]
 Referred To: Zoning

Committee: Zoning

Date: 11/14/12

Chair

Action: Fav, Adv, Hold (see rev. side)
 Other

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
 Other

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
 Other

Members

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)
 Other

Members

Refer To

Refer To

- FINAL COUNCIL ACTION
- 2nd
 - 1st & 2nd
 - 3rd
 - Readings
 - Consent
 - V Vote
 - RC Vote

CERTIFIED
 NOV 19 2012
 COUNCIL PRESIDENT PROTEM

CERTIFIED
 NOV 19 2012
 [Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

NOV 28 2012

WITHOUT SIGNATURE BY OPERATION OF LAW



City Council
Atlanta, Georgia

12-0-1440

U-73-51
(TR-12-002)

AN ORDINANCE
BY: ZONING COMMITTEE

AN ORDINANCE TO AMEND ORDINANCE 95-O-0546 (U-73-51) AS ADOPTED BY THE CITY COUNCIL ON MAY 1, 1995 AND APPROVED BY THE MAYOR ON MAY 8, 1995 FOR THE PURPOSES OF APPROVING A TRANSFER OF OWNERSHIP FOR A SPECIAL USE PERMIT FOR A DAY CARE CENTER FOR PROPERTY LOCATED AT 690 BOLTON ROAD, N.W., AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1. That the transfer (i.e. change of grantee) of Special Use Permit granted by **ORDINANCE 95-O-0546 (U-73-51)** for a **DAY CARE CENTER**, property located at **690 BOLTON ROAD, N.W.**, from *Trey's Kiddie Land Day Care Center* to *LaConte Isom* is hereby approved, under the provision of Section 16-25.002 (2), to wit:

SECTION 2. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

November 19, 2012
November 28, 2012



CITY OF ATLANTA

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
55 TRINITY AVENUE, S.W. SUITE 3350 - ATLANTA, GEORGIA 30303-0308
404-330-6145 - FAX: 404-658-7491
www.atlantaga.gov

APPLICATION TO TRANSFER SPECIAL PERMIT

The undersigned does hereby make application to transfer:

TR - 12 - 002

Special Use Permit

Special Exception Permit

Special Administrative Permit

To be completed by the new owner/operator of Special Permit:

Applicant: LaConte M. Isom Phone Number: 678 887-5321

Email Address: laconteisomeya@aol.com Fax Number: 404 534-2682

Address: 166 LeConte Hwy.

City: Atlanta State: Ga. Zip: 30331

New Business/Owner Name: LMI Preschool of Fine Arts | LaConte Isom

To be completed by the current holder of Special Permit:

Name: Fannie Browne Trevis Kiddie Phone Number: 404 367-9667
Land Day Care Center

Email Address: _____ Fax Number: 404 367-0661

Address: 690 Bolton Road, N.W.

City: Atlanta State: Ga. Zip: 30318

Instructions:

- Special Permit Transfer applications are processed on an "as requested" basis and may take up to 45 (forty-five) business days for review by Staff and/or legislative process.
- Provide a copy of the original ordinance/approval for special permit.
- Complete Transfer Application Form.
- Complete Applicant Affidavit (see page 2).
- Complete previous owner affidavit or submit a letter from previous/current owner authorizing the transfer of Special Use Permit to the new applicant (see page 3).
- Submit completed application with notarized signatures.
- Application fee of \$200 due at the time of application submittal.



TR-12-002

OWNER STATEMENT



I swear and affirm that I am/was the owner of the property subject to the proposed special permit transfer. I hereby grant the transfer of special permit located at 690 Bolton Rd (Property Address) to LaConte M. Isom (New owner/applicant).

Fannie Brown (Trey's Kiddie Land)
Name

690 Bolton Road
Address

Atlanta Ga. 30316
City State Zip Code

404 226-0858
Telephone Number

TR12-002



Lease Rental Agreement

PROPERTY ADDRESS: 690 Bolton Rd. NW, Atlanta, GA 30331

OWNER/LESSOR/AGENT FOR OWNER: INTOWN VENTURES LLC

TENANT/LESSEE(S): LACONTE ISOM

APPLIANCES INCLUDE: NONE

TERM: 6 months (Month-to-Month / 6-Month / 12-Month)

BEGINNING DATE: 8/1/12 TERMINATION DATE: 1/31/13

RENTAL COMMENCEMENT DATE: 9/1/12

MONTHLY RENTAL: 375.00 (First & Last Months Rent To Be Prorated Where Applicable)

SECURITY DEPOSIT: * NON-REFUNDABLE PET DEPOSIT: N/A

DESCRIBE PETS ALLOWED, IF ANY: NONE

ATTACHED HERETO IS THE SOLE AND ENTIRE LEASING AGREEMENT BETWEEN THE AFOREMENTIONED LESSOR AND LESSEE, AND BOTH PARTIES ACKNOWLEDGE RECEIPT OF COMPLETED COPIES. NO MODIFICATION OF THIS AGREEMENT SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY ALL PARTIES.

IN WITNESS WHEREOF, THE PARTIES HEREIN HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST WRITTEN ABOVE.

LESSOR OR AGENT FOR OWNER

LESSEE(S)

Lease Rental Agreement

In consideration of the agreements of the aforementioned Tenant(s) the Owner hereby rents them the dwelling located at the aforementioned Property Address ("the premises") for the period commencing on the aforementioned Beginning Date, and monthly thereafter until the aforementioned Termination Date, at which time this Agreement is terminated. Tenant(s), in consideration of Owners permitting them to occupy the premises, hereby agree(s) to the following terms:

RENT: Rent shall be the aforementioned "Monthly Rent" per month, payable in full and in advance, without notice or demand, upon the 1st day of each calendar month to Owner or his authorized agent, at the following address:

INTOWN VENTURES LLC
2020 Howell Mill Road, NW
Suite C-358
Atlanta, Georgia 30318

LATE FEE: If the rent is not paid by the 3rd day of the month, a penalty equal to the greater of ten (10%) percent of the rental payment or \$40.00 shall be paid by Tenant to Owner. In the event Lessee pays rent by a

* (See Exhibit "A")

TR-12-002



EXHIBIT A

LEASE RENTAL AGREEMENT SPECIAL STIPULATIONS

1. Tenant is responsible for Tenant's garbage to be put on the street at the time of pickup. Tenant is responsible for exterior cleanup of the area surrounding his/her premises. Any belongings of Tenant left outside of premises after notice from Landlord to remove same may be subject to removal by Landlord; Tenant hereunder shall keep any and all personal belongings inside his/her premises at all times. If Tenant fails to place Tenant's trash in proper container or to be responsible for same or if Tenant fails to upkeep the exterior of the premises as called hereunder, Landlord shall complete same and bill the Tenant \$75.00 for each occurrence hereunder. Tenant shall pay such \$75.00 charge within ten (10) days of written billing from Landlord or Tenant shall then be in default of Lease Agreement hereunder and shall be subject to provisions as listed under Default Section of Lease Agreement herein.

2. Disorderly conduct or any illegal activity of any kind will not be permitted and will be cause for termination of this Lease Agreement by Landlord within seven (7) days notice hereunder.

3. Tenant is allowed to have the persons as listed under the "use clause" of the Lease Agreement live in the premises. Any other persons living in the premises without express permission of the Landlord will result in a one hundred fifty (\$150) per month increase in rent, per additional person, due for the premises. Landlord reserves the right to require any such persons to effectively move from the premises; failure to move from premises, after notice thereof by Landlord, shall constitute a default of tenant hereunder.

4. Rental under this Lease Rental Agreement has been negotiated between the Landlord and Tenant thereunder. The parties acknowledge and agree this is specifically an "as-is" Lease Rental Agreement. In consideration of the "as is" rental the parties have negotiated a lower rent to compensate the Tenant for taking the premises in its "as is" condition and for completing repairs that the Tenant deems appropriate. The Landlord shall be responsible for no repairs at the subject property.

5. In conjunction with this Lease Rental Agreement the parties hereto have negotiated an existing Purchase and Sale Agreement for the subject property. This Lease Rental Agreement along with the Purchase and Sale Agreement shall outline an Option to Purchase for the Tenant. The Purchase and Sale Agreement is dated August 1, 2012, and shall be construed in conjunction with this Lease Rental Agreement. That is to say the economic terms and conditions within this Lease Rental Agreement shall coincide with the economic terms and conditions of the Purchase and Sale Agreement. Specifically as to the economic terms for the Purchase and Sale Agreement and the effect to those by this Lease Rental Agreement, the parties have agreed to the following:

a). On or before August 15, 2012, the Lessee-Purchaser shall pay a Lease Option Fee of \$2,000. If the Purchaser never elects to exercise Purchaser's right to purchase the subject property, the Lease Option Fee shall be deemed non-refundable.

b). At the commencement date of September 1, 2012, the Lessee-Purchaser shall begin payments of \$375 per month in rental for this subject property.

INITIAL HERE

c). The Lease Option Fee and all rental that the Lessee-Purchaser pays under the Lease Rental Agreement shall be credited to the amount due from the Lessee-Purchaser at closing of the Purchase and Sale Agreement.

d). If the Purchaser never elects to purchase the subject property, any rentals paid under this Lease Rental Agreement shall be deemed solely "as-is" rental payments and no rental amounts or set-offs of any nature shall be in place for the Lessee hereunder.

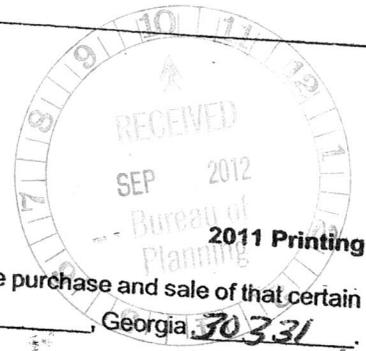
6. In any area or in any provision in which these special stipulations conflict with the Lease Rental Agreement, these special stipulations shall prevail and control.
7. Purchaser shall have until August 15, 2012, to review and fully inspect the subject property. If Purchaser decides that the subject property is not suitable, the option fee of \$2,000 paid by Purchaser shall be refunded in full and this agreement terminated.



[Handwritten Signature]
INITIAL HERE

TR-12002

LEAD-BASED PAINT EXHIBIT " 3 "



This Exhibit is part of the Agreement with an Offer Date of August 1 2012 for the purchase and sale of that certain Property known as: 690 Bolton Rd. NW, Atlanta, Georgia 30331

1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's/Lessor's Disclosure.

Initials of Seller / Lessor [Signature]

- A. Presence of lead-based paint and/or lead paint hazard [check one below]:
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and Reports available to the Seller/Lessor [check one below]:
 - Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Buyer's/Lessee's Acknowledgment.

Initials of Buyer / Lessor [Signature]

- A. Buyer/Lessee has received copies of all information, if any, listed above.
- B. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".
- C. Buyer/Lessee has [check one below]:
 - Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Broker's Acknowledgment.

Initials of Broker or Licensee of Broker [Signature]

Broker has informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy.
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

INTOWN PROPERTIES, LLC 8/1/12
 Seller/Lessor _____ Date _____

[Signature] 8/1/12
 Seller/Lessor _____ Date _____

WEST FRANKS REAL ESTATE, LLC _____
 Listing Broker _____ Date _____

LACONTE DSON _____
 Buyer/Lessee _____ Date _____

[Signature] 8/1/12
 Buyer/Lessee _____ Date _____

 Selling/Leasing Broker _____ Date _____

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.

RCS# 2405
11/19/12
3:19 PM

Atlanta City Council

12-O-1440

AMEND 95-O-0546;U-73-51; TRANSFER OF
OWNERSHIP; SUP FOR DAYCARE 690 BOLTON RD
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Bond
Y Hall	Y Wan	NV Martin	Y Watson
Y Young	NV Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

12-O-1440

TR-12 002



MUNICIPAL CLERK
ATLANTA, GEORGIA

AN ORDINANCE
BY: ZONING COMMITTEE

U-73-51

95-0-0546

AN ORDINANCE TO AMEND ORDINANCE U-73-51
ADOPTED BY THE BOARD OF ALDERMEN NOVEMBER
19, 1973 AND APPROVED BY THE MAYOR NOVEMBER
23, 1973 GRANTING A SPECIAL USE PERMIT FOR A CHILD
CARE NURSERY, PROPERTY LOCATED AT 690 BOLTON
ROAD, N.W., FOR THE PURPOSE OF APPROVING A
TRANSFER OF OWNERSHIP.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as
follows:

SECTION 1. That the transfer (i.e. change of grantee) of Special Use Permit
U-73-51 granting a Special Use Permit for a Child Care Nursery, property
located at 690 Bolton Road, N.W. from Fannie Brown to Trey's Kiddie Land
Day Care Center, is hereby approved under the provisions of Section
16-25.002(2)(a) of the 1982 City of Atlanta Zoning Ordinance.

SECTION 2. That all ordinances or parts of ordinances in conflict with this
ordinance are hereby repealed.

A true copy,

Shirley P. Woods
Municipal Clerk, CMC

ADOPTED by the City Council
APPROVED by the Mayor

May 01, 1995
May 08, 1995

95-0-0546

Do Not Write Above This Line

146

AN ORDINANCE
BY: ZONING COMMITTEE

U-73-51

AN ORDINANCE TO AMEND ORDINANCE U-73-51
ADOPTED BY THE BOARD OF ALDERMEN
NOVEMBER 19, 1973 AND APPROVED BY THE
MAYOR NOVEMBER 23, 1973 GRANTING A
SPECIAL USE PERMIT FOR A CHILD CARE
NURSERY, PROPERTY LOCATED AT 690
BOILTON ROAD, N.W., FOR THE PURPOSE
OF APPROVING A TRANSFER OF OWNERSHIP.

ADOPTED BY
MAY 0 1 1995
COUNCIL

- CONSENT REFER
- RESOLUT REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 4/17/95

Referred To zoning

Date Referred

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Date Referred

Referred To

Committee Date
Chair Referred to
Date
Chair

20 MINS

Refer Adv, Hold (see rev. side)
Others

Members
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Committee

Date
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Refer Adv, Hold (see rev. side)
Others

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Date
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Refer Adv, Hold (see rev. side)
Others

Members

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Committee

Date
Chair
Refer Adv, Hold (see rev. side)
Others

Members

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Readings
- Consent
- V Vote
- RRC Vote

CERTIFIED

CERTIFIED

MAY 1 1995

COUNCIL PRESIDENT PRO TEMPORE

D. J. ...

CERTIFIED
MAY - 1 1995

Municipal Clerk of Council

MAYOR'S ACTION

MAY 08 1995

Mayor's Signature

RCS# 3729
5/1/95
4:27 PM

ATLANTA CITY COUNCIL

First Regular Session

95-O-0546

CHILD CARE NURSERY 690 BOLTON ROAD, NW

Adopt

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 7

NV MCCARTY
Y STARNES
Y BOND
NV WINSLOW

Y JOHNSON
Y DAVIS, M
Y MORRIS
Y MULLER

Y SAMPLES
Y MARTIN
Y MADDOX
NV TINUBU

Y PITTS
NV BANKS
NV BROWN
NV ASHER

Y ALEXANDER D.
Y ALEXANDER P.
NV ARRINGTON