

2219

13-0-1083

(Do Not Write Above This Line)

AN ORDINANCE

U-74-13/(TR13-03)

BY: ZONING COMMITTEE

An Ordinance by Zoning Committee to amend Ordinance U-74-13) adopted by the City Council on June 17, 1974 for property located at 957 METROPOLITAN PARKWAY, S.W. (FORMERLY KNOWN AS 957 STEWART AVENUE, S.W.) to approve a transfer of Special Use Permit for a Church; and for other purposes.

NPU V

DISTRICT 4

COUNCIL

ADOPTED BY

JUL 0 1 2013

COUNCIL

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

Date Referred

6/17/13

Referred To:

Zoning

Date Referred

Referred To:

Date Referred

Referred To:

Committee Zoning First Reading
 Date 6/13/13
 Chair [Signature]
 Referred To _____

Committee Zoning
 Date 6/26/13
 Chair [Signature]
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members [Signatures]
 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 _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION

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

CERTIFIED
 JUL 0 1 2013
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 JUL 0 1 2013
 Rhonda Daughlin Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUL 10 2013

WITHOUT SIGNATURE
BY OPERATION OF LAW



City Council
Atlanta, Georgia

13- 0 -1083

U-74-13
(TR13-03)

AN ORDINANCE
BY: ZONING COMMITTEE

U-74-13/(TR13-03)An Ordinance by Zoning Committee to amend Ordinance U-74-13) adopted by the City Council on June 17, 1974 for property located at **957 METROPOLITAN PARKWAY, S.W. (FORMERLY KNOWN AS 957 STEWART AVENUE, S.W.)** to approve a transfer of Special Use Permit for a Church; and for other purposes.

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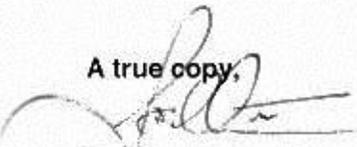
COUNCIL DISTRICT 4

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 U-74-13 granting a Special Use Permit for a Church , property located at **957 METROPOLITAN PARKWAY, S.W. (FORMERLY KNOWN AS 957 STEWART AVENUE, S.W.)** from *Reverend Willie E. Hubbard to True Light Pentecost Church, Inc.* 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 Clerk

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

JUL 01, 2013
JUL 10, 2013



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

TR-13-03

The undersigned does hereby make application to transfer:

Special Use Permit Special Exception Permit Special Administrative Permit

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

Applicant: BISHOP WALKER Phone Number: 803-463-8945

Email Address: PROPHETWALKER@WINDSTREAM.NET Fax Number: _____

Address: 121 OLD CONVERSE RD

City: SPARTANBURG State: S.C. Zip: 29307

New Business/Owner Name: TRUETHIGHT PENTECOST CHURCH

To be completed by the current holder of Special Permit:

Name: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip: _____

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.

Theresa C. Payne 5-15-13

Theresa C. Payne
Notary Public
Fulton County, Georgia
Commission Expires
August 06, 2013

APPLICANT AFFIDAVIT

I swear and affirm that I am the owner/lessee of 957 Metro Bolton
(indicate address of subject property) which is the subject of the request for a transfer of a special Parkway
permit for U-74-13 (permit number). I affirm that I am thoroughly familiar with and will
abide by the terms/conditions of the original permit.

Name of applicant BISHOP H. WALKER
Address 121 OLD CONVERSE RD
Spartanburg S.C. 29307
City State Zip Code
Telephone number 803 463-8947

NOTARIAL STATEMENT

PERSONALLY APPEARED BEFORE ME PERSON(S) OF
THE ABOVE NAME(S), WHO SWEAR THAT THE
INFORMATION CONTAINED IN THIS AFFIDAVIT IS
TRUE AND CORRECT TO THEIR BEST KNOWLEDGE
AND BELIEF.

Theresa C. Payne
Notary

5-15-13
Date

Theresa C. Payne
Notary Public
Fulton County, Georgia
Commission Expires
August 06, 2013



Theresa C. Payne
Notary Public
Fulton County, Georgia
Commission Expires
August 06, 2013



TR-13-03

AUTHORIZATION TO INSPECT PREMISES

With the signature below, I authorize the staff of the City of Atlanta to inspect the premises, which are the subject of this special permit transfer application.

I swear and affirm that the information contained in this application is true and accurate to the best of my knowledge and belief.

[Handwritten Signature]
Owner or Agent of Owner (Applicant)

NOTARIAL STATEMENT

PERSONALLY APPEARED BEFORE ME PERSON(S) OF THE ABOVE NAME(S), WHO SWEAR THAT THE INFORMATION CONTAINED IN THIS AFFIDAVIT IS TRUE AND CORRECT TO THEIR BEST KNOWLEDGE AND BELIEF.

Notary

Date

[Handwritten Signature]
5/15/2013





OWNER STATEMENT

BANK OWNED - SEE DEED

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

_____ *(Property Address)* to _____ *(New owner/applicant)*.

Name

Address

City State Zip Code

Telephone Number



TR-13-03

Please return to:
NEEL & ROBINSON ATTORNEYS AT LAW, LLC
 5555 GLENRIDGE CONNECTOR, SUITE 400
 ATLANTA, GA 30342
 File No.: 13014551
 STATE OF Georgia
 COUNTY OF FULTON COUNTY

WARRANTY DEED

THIS INDENTURE, made this 10th day of May, 2013, between
GEORGIA BUSINESS CAPITAL, INC

as party or parties of the first part, hereinafter called Grantor, and

TRUE LIGHT PENTECOST CHURCH, INC. A SOUTH CAROLINA CORPORATION

as party or parties of the second part, hereinafter called Grantees (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 DOLLARS (\$10.00) and other good and valuable consideration 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, the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 106 of the 14th District of Fulton County, Georgia, being part of Lot 6, Block 1, Atlanta Real Estate Co.'s Property, as per plat recorded at Plat Book 4, Page 124, Fulton County Records and being more particularly described as follows:

BEGINNING at an iron pin located on the westerly right-of-way line of Metropolitan Parkway (r/w varies), formerly known as Stewart Avenue, one hundred (100) feet north along said right of way from its intersection with the northerly right of way line of Elbert Street; thence leaving said right of way and heading North 89 degrees 48 minutes 55 seconds West a distance of 196.30 feet to an iron pin found; thence North 00 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron pin found; thence South 89 degrees 48 minutes 55 seconds East a distance of 196.30 feet to an iron pin found along the westerly right-of-way line of Metropolitan Parkway; thence along said right-of way South 00 degrees 00 minutes 00 seconds East a distance of 50.00 feet to an iron pin found and the POINT OF BEGINNING, as shown on that plat of survey prepared for Mount Eagle Baptist Church by Johnson Surveying, Jeffrey J. Johnson (GRLS. 2505) dated March 4, 2008 and being that same real property as conveyed in that certain Warranty Deed recorded in Book 5802 Page 188, Fulton County Records and being more particularly known as 957 Metropolitan Parkway according to the present system of numbering houses in the City of Atlanta, Fulton County, Georgia.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behalf of the said Grantees 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 Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Nancy Steuber
Unofficial Witness

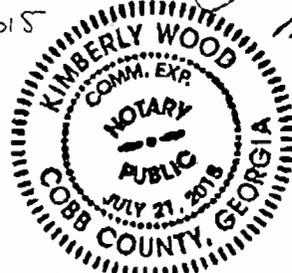
Kimberly Wood
Notary Public

GEORGIA BUSINESS CAPITAL, INC

Josh Kunitz
JOSEPH KUSNITZ, VICE PRESIDENT (Seal)

Matthew M. Blawie
MATTHEW M. BLAWIE, CEO

My Commission expires: July 21, 2015



ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

Date: May 10, 2013
Lender: TRUE LIGHT PENTECOST CHURCH, INC., A SOUTH CAROLINA CORPORATION
Buyers/Borrowers: GEORGIA BUSINESS CAPITAL, INC
Seller: 957 METROPOLITAN PARKWAY, ATLANTA, GA 30310
Property Address: NEEL & ROBINSON ATTORNEYS AT LAW, L.L.C. (I)
Settlement Agent:

TR-13-03

Purchasers and Seller acknowledge that each has received, reviewed, and approved the entire appearing on this Settlement Statement, and each acknowledges receipt of a copy of same. Purchasers acknowledge receipt of a copy of the Truth in Lending Disclosure and Good Faith Estimates prior to consummation of the loan transaction as required by state and/or federal law. Seller acknowledges receipt of payment in full of the proceeds due from the settlement and warrants the correctness of all payoff amounts for outstanding liens and encumbrances attached to Seller and/or the property. If any party receiving a payoff as set forth in the Settlement Statement refuses to accept that amount tendered, the party obligated to make such payoff (Purchasers or Seller) agrees to immediately pay to Settlement Agent sufficient additional funds to make such payment acceptable to the refusing/receiving party.

Purchasers, Seller and all other parties to this transaction, including those receiving real estate brokerage commissions, and any assignee of lender, acknowledge that all checks issued by settlement agent and its release or recording of all documents are contingent upon all checks, airt drafts and other instruments accepted as payment for amounts due under this transaction being honored for payment by the institution on which such instruments are drawn. Purchaser and Seller agree to indemnify and hold settlement agent harmless from any loss or damage suffered by them as a result of any negotiable instrument being dishonored or as a result of the authorized agent of settlement agent.

Purchasers and Seller acknowledge that the Settlement Agent represents the lender and does not represent Purchasers, Seller or any other party (other than the lender) in any matter related to this transaction. Purchasers and Seller acknowledge that they did not receive or rely upon any advice from said closing attorney regarding any matter related to or a part of this transaction. Purchasers and Seller acknowledge that the charges for title insurance shown on lines 1101 through 1108 (and 1109 through 1110, if applicable) include fees and compensation to Settlement Agent as the closing attorney and as an agent of the title insurance company underwriting this transaction.

Purchasers and Seller agree that the terms and conditions of the contract between them not performed before or at closing shall survive the closing and not be merged into or by the delivery of the warranty deed, except as otherwise agreed in said contract.

If any computation, charge or provision required by the contract of sale is erroneous or omitted, for any reason, Purchasers and Seller agree to re-prepare or adjust based on the correct figures as determined by the contract and to remit such sums to correct such error or omission. Purchasers and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute corrective documents. Any excess recording costs are inadvertent and will be refunded upon written request. Purchasers 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 responsibility of the Purchasers and Seller.

If the proration of ad valorem property taxes, assessments or any other fee is made based on estimated amounts prior to receipt of current amounts due: (1) Purchasers and Seller understand and agree that liability for the payment of the current year ad valorem taxes is hereby assigned to the Purchasers, and (2) Purchasers and Seller agree to adjust said proration based on the actual base amount due between themselves after closing and to immediately remit to the other the funds to make said proration correct. Seller agrees to immediately forward any subsequent bills or notices received to Purchaser and to immediately remit to Purchaser the amounts for any taxes, assessments, penalties, interest or any other fees due, resulting from any assessment, reassessment or rebill, attributed to the time prior to the closing date.

Purchasers hereby acknowledge that it is solely responsible to file a real property tax return and/or homestead exemption application with the county tax commissioner in which the property lies as required by law. Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchasers for any penalties caused by Seller's failure to file a proper and timely tax return.

PURCHASERS UNDERSTAND AND ACKNOWLEDGE THAT PROPERTIES BUILT IN DEKALB COUNTY PRIOR TO JANUARY 1, 1993 ARE SUBJECT TO THE DEKALB COUNTY INEFFICIENT PLUMBING FIXTURES REPLACEMENT PLAN, AND SAID PROPERTIES MUST BE IN COMPLIANCE WITH SUCH PLAN, WHICH MAY INCLUDE THE INSTALLATION OF UPDATED WATER CONSERVING PLUMBING FIXTURES, BEFORE WATER SERVICE WILL BE PROVIDED TO THE PROPERTY.

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 Line 401 constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required by law to provide NEEL & ROBINSON ATTORNEYS AT LAW, L.L.C. (I) (582277359) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, Seller certifies (s) that the number shown on this statement is Seller's correct taxpayer identification number.

Buyer/Borrower: TRUE LIGHT PENTECOST CHURCH, INC., A SOUTH CAROLINA CORPORATION
Herbert Walker, Pastor

Seller: GEORGIA BUSINESS CAPITAL, INC
Josh Robnitz, Vice President

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction.

NEEL & ROBINSON ATTORNEYS AT LAW, LLC (NR ATTORNEYS)

By: [Signature] Settlement Agent



A RESOLUTION



No. U- 74-13

Date Filed 4-30-74

BE IT RESOLVED by the Mayor and the Council of the City of Atlanta

as follows:

Under the provisions of Article 27, Section 27.12, Item D,

of the Zoning Ordinance of the City of Atlanta a,

Special Use Permit for Church,

to be located at 957 Stewart Avenue

is granted to Rev. Willie E. Hubbard

under the following conditions:

Approved subject to the rear area of the lot being paved for parking..

RCS# 2871
7/01/13
3:33 PM

Atlanta City Council

13-O-1083

TRANSFER OF SPECIAL USE PERMIT FOR A
CHURCH; 957 METROPOLITAN PARKWAY, S.W.
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 1
ABSENT 1

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

13-O-1083