



# DeKalb County Department of Planning & Sustainability

Lee May  
Interim Chief Executive Officer

Andrew A. Baker, AICP  
Director

## SPECIAL LAND USE PERMIT APPLICATION

Amendments will not be accepted after 5 working days after the filing date.

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

Application No.: \_\_\_\_\_

APPLICANT NAME: Keisha Smith / Jonathan Smith

Daytime Phone #: (470) 246-9933 Fax #: \_\_\_\_\_

Mailing Address: 2224 2nd Ave Decatur, GA 30032

E-mail: SeedsofLife01@gmail.com

OWNER NAME: Lanie Shirley / Belinda Smith

(If more than one owner, attach contact information for each owner)

Daytime Phone #: (770) 680-2676 / (404) 521-1921 Fax #: N/A

Mailing Address: 4756 Carlene Way Lilburn GA 30047

E-mail: bgsmith165@gmail.com

SUBJECT PROPERTY ADDRESS OR LOCATION: 2224 2nd Ave

\_\_\_\_\_, DeKalb County, GA, 30032

District(s): \_\_\_\_\_ Land Lot(s): \_\_\_\_\_ Block(s): \_\_\_\_\_ Parcel(s): \_\_\_\_\_

Acreage or Square Feet: \_\_\_\_\_ Commission District(s): \_\_\_\_\_ Existing Zoning: \_\_\_\_\_

Proposed Special Land Use (SLUP): Family Child Care Learning Home

I hereby authorize the staff of the Planning and Development Department to inspect the property that is the subject of this application.

Owner: ☒ Agent: \_\_\_\_\_  
(Check One)

Signature of Applicant: Keisha Smith

Printed Name of Applicant: Keisha Smith

Notary Signature and Seal:

Daythanna J Henderson 6/21/2021

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## **SPECIAL LAND USE PERMIT APPLICATION CHECKLIST** (SUBMIT 4 COMPLETE, COLLATED SETS OF APPLICATION DOCUMENTS)

- \_\_\_\_\_ 1. Mandatory **Pre-Application Conference** with Planning & Sustainability staff. **Pre-Application form** to be completed in pre-application meeting. Please call (404) 371-2155 to schedule pre-app conference.
- \_\_\_\_\_ 2. Hold a **Community Meeting** with surrounding neighborhood associations and residents. Notify staff in advance of date, time, and location of meeting. **Provide documentation** (e.g., meeting notice, sign-in sheets, letter(s) from homeowners associations).
- \_\_\_\_\_ 3. **Application Form**. Form must be completely filled out and be the first page of packet.
- \_\_\_\_\_ 4. Notarized **Authorization Form**, if the applicant is not the owner of the subject property, which
  - \_\_\_\_\_ a. is signed and notarized by all owners of the subject property;
  - \_\_\_\_\_ b. contains the mailing address and phone number of any applicant or agent who is authorized to represent the owner(s) of the subject property; and
  - \_\_\_\_\_ c. includes a warranty deed, if ownership is less than 2 consecutive years.
- \_\_\_\_\_ 5. **Written Legal Description** of subject property, in metes and bounds.
- \_\_\_\_\_ 6. **Boundary Survey** (showing existing buildings, structures, and improvements), prepared and sealed within the past ten years by a professional engineer, or land surveyor registered in the State of Georgia and is consistent with the plat(s) on Official Tax Record. Applicant shall certify that the Boundary Survey is complete and currently accurate. **Site plans shall be drawn to scale** showing all proposed development or redevelopment projects, proposed buildings, structures, and improvements. Site plans must include the following:
  - \_\_\_\_\_ a. Complete boundaries of subject property including curb cuts, internal vehicular circulation facilities, and sidewalks;
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  - \_\_\_\_\_ c. Location of any 100-year floodplains, streams, and stream buffer lines;
  - \_\_\_\_\_ d. Notation of the total acreage or square footage of the subject property;
  - \_\_\_\_\_ e. Landscaping, trees, open space, and undisturbed buffers;
  - \_\_\_\_\_ f. Notation of building square footages and heights, residential density calculations, existing and proposed lot coverage, required and proposed parking, and open space calculations;
  - \_\_\_\_\_ g. Four copies of site plans:
    1. Full-size site plans (at least 11" x 17"): 4 copies, folded.
    2. Site plan reduced to 8 1/2" x 11". 4 copies
- \_\_\_\_\_ 7. **Building Elevations**, renderings or details of materials proposed for compliance to Article 5.
- \_\_\_\_\_ 8. **Letter of Application** identifying the proposed zoning classification, the reason for the rezoning request, the existing and proposed use of the property, and detailed characteristics of the proposed use (e.g., floor area, height of buildings, number of units, mix of unit types, hours of operation, etc. Include any statement of conditions agreed upon by the applicant.
- \_\_\_\_\_ 9. Written documented, detailed analysis of the impact of the proposed zoning map amendment with respect to each of the standards and factors specified in Article 7.4.
- \_\_\_\_\_ 10. Campaign disclosure statement, if applicable, to be filed in compliance with State law.
- \_\_\_\_\_ 11. **Application fee - \$400.00**. Payable to DeKalb County.

### **INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

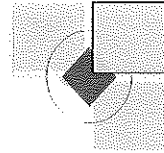
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**A. Filing Fee:** \$400. Filing fees shall not be refunded at any time following the deadline for amendments.

**B. Criteria:** Sec. 27-873. Special land use permits; criteria to be applied. The following criteria shall be applied by the Department of Planning and Sustainability, the Planning Commission, and the Board of Commissioners in evaluating and deciding any application for a special land use permit. No application for a special land use permit shall be granted by the Board of Commissioners unless satisfactory provisions and arrangements have been made concerning each of the following factors, all of which are applicable to each application:

- A. Adequacy of the size of the site for use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
- C. Adequacy of public services, public facilities, and utilities to serve the use contemplated;
- D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
- E. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
- F. Ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular references to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
- G. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use;
- H. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
- I. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
- J. Whether or not the proposed plan is consistent with all of the requirements of the zoning district classification in which the use is proposed to be located;
- K. Whether or not the proposed use is consistent with the policies of the Comprehensive Plan;
- L. Whether or not the proposed plan provides for all required buffer zones and transitional buffer zones where required by the regulations of the district in which the use is proposed to be located;
- M. Whether or not there is adequate provision of refuse and service areas;
- N. Whether the length of time for which the special land use permit is granted should be limited in duration;
- O. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of the adjacent and nearby lots and buildings;
- P. Whether the proposed plan will adversely affect historic buildings, sites, districts, or archaeological resources;
- Q. Whether the proposed use satisfies the requirements contained within the Supplemental Regulations for such special land use permit.
- R. Whether or not the proposed building as a result of its proposed height will create a negative shadow impact on any adjoining lot or building.
- S. Whether the proposed use would result in a disproportional proliferation of that or similar uses in the subject character area.
- T. Whether the proposed use would be consistent with the needs of the neighborhood or of the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objectives of the comprehensive plan.

**C. Additional Criteria is contained in Supplemental Regulations of Zoning Ordinance:** Sec. 27-874. Additional criteria for specified uses: "In addition to the criteria contained in Sec. 27-873 and Sec. 27-863 listed above, which each applicant for special land use permit is required to meet, Article IV, Supplemental Regulations of the DeKalb County Zoning Ordinance shall apply to that specific land use being applied for. No application for a Special Land Use permit for the uses specified shall be granted by the Board of Commissioners unless it is determined that all requirements contained within the zoning district in which such property is located, and the criteria contained in Section 27-873 and Article IV, Supplemental Regulations have been met."



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## SPECIAL LAND USE PERMIT APPLICATION AUTHORIZATION

The property owner should complete this form or a similar, signed and notarized form if the individual who will file the application with the County is not the property owner.

Date: 6/21/21

TO WHOM IT MAY CONCERN:

(I) (WE), Lanie Shirley, Belinda Smith  
Name of Owner(s)

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

Keisha Smith  
Name of Applicant or Agent

to file an application on (my) (our) behalf.

TEZRA Y STEWART  
NOTARY PUBLIC

WINNETT COUNTY, GEORGIA  
MY COMM. EXPIRES 05/15/2022

Tezra Y Stewart  
Notary Public 6/21/21

Belinda L. Smith  
Owner

TEZRA Y STEWART  
NOTARY PUBLIC

WINNETT COUNTY, GEORGIA  
MY COMM. EXPIRES 05/15/2022

Tezra Y Stewart  
Notary Public 6/21/21

Lanie M. Shirley  
Owner

Notary Public

Owner

Notary Public

Owner



Clark Harrison Building  
330 W. Ponce de Leon Ave  
Decatur, GA 30030

**Director**  
**Andrew A. Baker, AICP**

Condition(s) to be modified:

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DEPARTMENT OF PLANNING & SUSTAINABILITY

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<b>REZONING:</b>	RE, RLG, R-100, R-85, R-75, R-60, MHP, RSM, MR-1	\$500.00
	RNC, MR-2, HR-1, HR-2, HR-3, MU-1, MU-2, MU-3, MU-4, MU-5	\$750.00
	OI, OD, OIT, NS, C1, C2, M, M2	\$750.00
<b>LAND USE MAP AMENDMENT</b>		\$500.00
<b>SPECIAL LAND USE PERMIT</b>		\$400.00



Jonathan Smith &lt;sharodsr@gmail.com&gt;

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## Pre community Meeting

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**Jonathan Smith** <sharodsr@gmail.com>

Tue, May 11, 2021 at 9:55 AM

To: berryelfreda227@gmail.com, bethbond@bellsouth.net, pat.lawrencecraig@gmail.com, phthompson3@msn.com, nettie.jackson@me.com, carolyn.jones818@yahoo.com, apringle@bellsouth.net, samandbettysmith@bellsouth.net, TommyTTravisconsulting@gmail.com, nahwash4ms@aol.com, tharris@galleryatsouthdekalb.com, csanders@eastmetrocid.com, pdk-powell@comcast.net, robroark@allsouthwarehouse.com, dlocks1019@aol.com, sls1289@gmail.com, leannef@lightnountain.com, frank@golleyreality.com, mfunk64@att.net, rbarrow@comcast.net, hjpreston23@gmail.com, saberlinsky@gmail.com, mhand27@gahoe.com, edsan@bellsouth.net, barnesve@yahoo.com, naacpdek@comcast.net, bcpa2@gmail.com, regeniaroberts@bellsouth.net, ppculp@att.net, christinedennis@bellsouth.net, jgross@stickybusiness.net, sbhouston@bellsouth.net, norfley@yahoo.com, president@naacpdekalb.org, k1776usa@yahoo.com, info@greshamhills.org

Good Morning District 3 Commission Members

My name is Jonathan Smith. My wife Keisha Smith and I are owners of Seeds of Life Preschool Academy (SOLPA). SOLPA is a Family Childcare Learning Home. We are applying for a special land use permit for licensing. We would like to invite you to our pre- community meeting to inform you about our school. We hope you are free to attend.

Respectfully,

Jonathan and Keisha Smith  
Seeds of Life Preschool Academy  
2224 2nd Ave  
Decatur Ga 30032  
470-355-8886



**Community Flyer.docx**  
782K

# SEEDS OF LIFE PRESCHOOL ACADEMY

**A FAMILY CHILD CARE LEARNING HOME**



**470-355-8886**



Greetings East Lake Community,

My name is Keisha Smith. I am the owner of Seeds of Life Preschool Academy. My husband Jonathan Smith and I would like to invite you to our Zoom Meeting Monday May 24, 2021 @ 730pm to inform you about our School.

**EMAIL**

**SHARODSR@GMAIL.COM**

**Zoom Meeting**

**4087639365**

**PW 215892**



Letter of Intent

Special Land Use Permit

To whom it may concern,

This is a letter of Intent to use our property as a Family Home Childcare Learning Center. To help our community by providing a safe, nurturing, and empowering environment for the children of the east lake community and city of Decatur. The special land use permit is the first step in getting licensed by Bright from the Start. We thank you in advance for the permission to help our community.



Jonathan and Keisha Smith

**Georgia Residential Lease Agreement for 2224 Second Ave, Decatur, Georgia 30032**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into by and between Belinda Smith (hereinafter referred to as "Landlord") and Keisha Smith (hereinafter referred to as "Tenant").

WITNESSETH:

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in DeKalb County, Georgia, such real property having a street address of 2224 Second Ave, Decatur, Georgia 30032 (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 5 year (60 months) [specify number of months or years], such term beginning on June 1, 2018 and ending at 11:59 PM on May 31, 2023.
2. **RENT.** The total rent for the term hereof is the sum of SIX HUNDRED DOLLARS (\$600.00) payable on the 1st day of each month of the term, in one equal installment of SIX HUNDRED DOLLARS (\$600.00), to be paid no later than the 3rd of each month. All such payments shall be made to Landlord at Landlord's address or deposited into the listed account as set forth in the preamble to this Agreement on or before the due date and without demand. After the 3<sup>rd</sup>, SIXTY DOLLARS (\$60.00) late fee is assessed and you have 5 business days to pay the rent. **After that 8<sup>th</sup> late day, eviction proceedings will begin.**

Mailing Address:

Belinda Smith

4756 Carlene Way SW, Lilburn, Georgia 30047-4704

3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of: \$0.00, NO DEPOSIT. **the \$0 is non-refundable.**
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of 1 male adult, and 1 females adult. Tenant is permitted to use the premises for Seeds of Life FCCLH. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Moving any person(s) into the rental property without landlord permission will result in a termination of lease and eviction proceedings will begin.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or

explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**10. UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant has 7 days to transfer all utilities into their name.

**11. MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

**12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**13. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within fortyfive (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Quarterly scheduled inspections will be scheduled and agreed upon by landlord and tenant.

**14. SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**15. TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at SIX HUNDRED DOLLARS (\$600.00) DOLLARS per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

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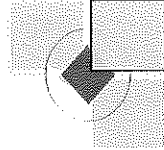
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- A. Adequacy of the size of the site for use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
- C. Adequacy of public services, public facilities, and utilities to serve the use contemplated;
- D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
- E. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
- F. Ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular references to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
- G. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use;
- H. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
- I. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
- J. Whether or not the proposed plan is consistent with all of the requirements of the zoning district classification in which the use is proposed to be located;
- K. Whether or not the proposed use is consistent with the policies of the Comprehensive Plan;
- L. Whether or not the proposed plan provides for all required buffer zones and transitional buffer zones where required by the regulations of the district in which the use is proposed to be located;
- M. Whether or not there is adequate provision of refuse and service areas;
- N. Whether the length of time for which the special land use permit is granted should be limited in duration;
- O. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of the adjacent and nearby lots and buildings;
- P. Whether the proposed plan will adversely affect historic buildings, sites, districts, or archaeological resources;
- Q. Whether the proposed use satisfies the requirements contained within the Supplemental Regulations for such special land use permit.
- R. Whether or not the proposed building as a result of its proposed height will create a negative shadow impact on any adjoining lot or building.
- S. Whether the proposed use would result in a disproportional proliferation of that or similar uses in the subject character area.
- T. Whether the proposed use would be consistent with the needs of the neighborhood or of the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objectives of the comprehensive plan.

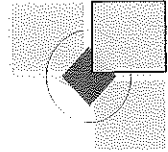
**C. Additional Criteria is contained in Supplemental Regulations of Zoning Ordinance:** Sec. 27-874. Additional criteria for specified uses: "In addition to the criteria contained in Sec. 27-873 and Sec. 27-863 listed above, which each applicant for special land use permit is required to meet, Article IV, Supplemental Regulations of the DeKalb County Zoning Ordinance shall apply to that specific land use being applied for. No application for a Special Land Use permit for the uses specified shall be granted by the Board of Commissioners unless it is determined that all requirements contained within the zoning district in which such property is located, and the criteria contained in Section 27-873 and Article IV, Supplemental Regulations have been met."



# DeKalb County Department of Planning & Sustainability

Lee May  
Interim Chief Executive Officer

Andrew A. Baker, AICP  
Director



## SPECIAL LAND USE PERMIT APPLICATION

Amendments will not be accepted after 5 working days after the filing date.

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

Application No.: \_\_\_\_\_

APPLICANT NAME: Keisha Smith / Jonathon Smith

Daytime Phone #: (470) 246-9933 Fax #: \_\_\_\_\_

Mailing Address: 2224 2nd Ave Decatur, GA 30032

E-mail: SeedsofLife01@gmail.com

OWNER NAME: Lanie Shirley / Belinda Smith  
(If more than one owner, attach contact information for each owner)

Daytime Phone #: (770) 680-2676 / (404) 521-1900 Fax #: N/A

Mailing Address: 4756 Carlene Way Lilburn GA 30047

E-mail: bgsmith16@gmail.com

SUBJECT PROPERTY ADDRESS OR LOCATION: 2224 2nd Ave

\_\_\_\_\_, DeKalb County, GA, 30032

District(s): \_\_\_\_\_ Land Lot(s): \_\_\_\_\_ Block(s): \_\_\_\_\_ Parcel(s): \_\_\_\_\_

Acreage or Square Feet: \_\_\_\_\_ Commission District(s): \_\_\_\_\_ Existing Zoning: \_\_\_\_\_

Proposed Special Land Use (SLUP): Family Child Care Learning Home

I hereby authorize the staff of the Planning and Development Department to inspect the property that is the subject of this application.

Owner: ☒ Agent: \_\_\_\_\_  
(Check One)

Signature of Applicant: Keisha Smith

Printed Name of Applicant: Keisha Smith

Notary Signature and Seal:

Daythanna J Henderson 6/21/2021





# DeKalb County Department of Planning & Sustainability

Lee May  
Interim Chief Executive Officer

Andrew A. Baker, AICP  
Director

## SPECIAL LAND USE PERMIT APPLICATION AUTHORIZATION

The property owner should complete this form or a similar, signed and notarized form if the individual who will file the application with the County is not the property owner.

Date: 6/21/21

TO WHOM IT MAY CONCERN:

(I) (WE), Lanie Shirley, Belinda Smith  
Name of Owner(s)

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

Keisha Smith  
Name of Applicant or Agent

to file an application on (my) (our) behalf.

TEZRA Y STEWART  
NOTARY PUBLIC

GWINNETT COUNTY, GEORGIA  
MY COMM. EXPIRES 05/15/2022

Tezra Y Stewart  
Notary Public 6/21/21

Belinda L. Smith  
Owner

TEZRA Y STEWART  
NOTARY PUBLIC

GWINNETT COUNTY, GEORGIA  
MY COMM. EXPIRES 05/15/2022

Tezra Y Stewart  
Notary Public 6/21/21

Lanie M. Shirley  
Owner

Notary Public

Owner

Notary Public

Owner



**Clark Harrison Building**  
330 W. Ponce de Leon Ave  
Decatur, GA 30030

**Director**  
**Andrew A. Baker, AICP**

Condition(s) to be modified:

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DEPARTMENT OF PLANNING & SUSTAINABILITY

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<b>REZONING:</b>	RE, RLG, R-100, R-85, R-75, R-60, MHP, RSM, MR-1	\$500.00
	RNC, MR-2, HR-1, HR-2, HR-3, MU-1, MU-2, MU-3, MU-4, MU-5	\$750.00
	OI, OD, OIT, NS, C1, C2, M, M2	\$750.00
<b>LAND USE MAP AMENDMENT</b>		\$500.00
<b>SPECIAL LAND USE PERMIT</b>		\$400.00



Jonathan Smith &lt;sharodsr@gmail.com&gt;

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## Pre community Meeting

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**Jonathan Smith** <sharodsr@gmail.com>

Tue, May 11, 2021 at 9:55 AM

To: berryelfreda227@gmail.com, bethbond@bellsouth.net, pat.lawrencecraig@gmail.com, phthompson3@msn.com, nettie.jackson@me.com, carolyn.jones818@yahoo.com, apringle@bellsouth.net, samandbettysmith@bellsouth.net, TommyTTravisconsulting@gmail.com, nahwash4ms@aol.com, tharris@galleryatsouthdekalb.com, csanders@eastmetrocid.com, pdk-powell@comcast.net, robroark@allsouthwarehouse.com, dlocks1019@aol.com, sls1289@gmail.com, leannef@lightnountain.com, frank@golleyreality.com, mfunk64@att.net, rbarrow@comcast.net, hjpreston23@gmail.com, saberlinsky@gmail.com, mhand27@gahoe.com, edsan@bellsouth.net, barnesve@yahoo.com, naacpdek@comcast.net, bcpac2@gmail.com, regeniaroberts@bellsouth.net, ppculp@att.net, christinedennis@bellsouth.net, jgross@stickybusiness.net, sbhouston@bellsouth.net, norfley@yahoo.com, president@naacpdekalb.org, k1776usa@yahoo.com, info@greshamhills.org

Good Morning District 3 Commission Members

My name is Jonathan Smith. My wife Keisha Smith and I are owners of Seeds of Life Preschool Academy (SOLPA). SOLPA is a Family Childcare Learning Home. We are applying for a special land use permit for licensing. We would like to invite you to our pre- community meeting to inform you about our school. We hope you are free to attend.

Respectfully,

Jonathan and Keisha Smith  
Seeds of Life Preschool Academy  
2224 2nd Ave  
Decatur Ga 30032  
470-355-8886

**Community Flyer.docx**

782K

# SEEDS OF LIFE PRESCHOOL ACADEMY

**A FAMILY CHILD CARE LEARNING HOME**



**470-355-8886**



Greetings East Lake Community,

My name is Keisha Smith. I am the owner of Seeds of Life Preschool Academy. My husband Jonathan Smith and I would like to invite you to our Zoom Meeting Monday May 24, 2021 @ 730pm to inform you about our School.

**EMAIL**

**SHARODSR@GMAIL.COM**

**Zoom Meeting**

**4087639365**

**PW 215892**

Letter of Intent

Special Land Use Permit

To whom it may concern,

This is a letter of Intent to use our property as a Family Home Childcare Learning Center. To help our community by providing a safe, nurturing, and empowering environment for the children of the east lake community and city of Decatur. The special land use permit is the first step in getting licensed by Bright from the Start. We thank you in advance for the permission to help our community.



Jonathan and Keisha Smith

**Georgia Residential Lease Agreement for 2224 Second Ave, Decatur, Georgia 30032**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into by and between Belinda Smith (hereinafter referred to as "Landlord") and Keisha Smith (hereinafter referred to as "Tenant").

WITNESSETH:

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in DeKalb County, Georgia, such real property having a street address of 2224 Second Ave, Decatur, Georgia 30032 (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 5 year <sup>60</sup> (12 months) [specify number of months or years], such term beginning on June 1, 2018 and ending at 11:59 PM on May 31, 2023.

2. **RENT.** The total rent for the term hereof is the sum of SIX HUNDRED DOLLARS (\$600.00) payable on the 1st day of each month of the term, in one equal installment of SIX HUNDRED DOLLARS (\$600.00), to be paid no later than the 3rd of each month. All such payments shall be made to Landlord at Landlord's address or deposited into the listed account as set forth in the preamble to this Agreement on or before the due date and without demand. After the 3<sup>rd</sup>, SIXTY DOLLARS (\$60.00) late fee is assessed and you have 5 business days to pay the rent. **After that 8<sup>th</sup> late day, eviction proceedings will begin.**

Mailing Address:

Belinda Smith

4756 Carlene Way SW, Lilburn, Georgia 30047-4704

3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of: \$0.00, NO DEPOSIT. **the \$0 is non-refundable.**
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of 1 male adult, and 1 females adult. Tenant is permitted to use the premises for Seeds of Life FCCLH. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. **Moving any person(s) into the rental property without landlord permission will result in a termination of lease and eviction proceedings will begin.**
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or



explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**10. UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant has 7 days to transfer all utilities into their name.

**11. MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

**12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**13. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within fortyfive (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Quarterly scheduled inspections will be scheduled and agreed upon by landlord and tenant.

**14. SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**15. TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at SIX HUNDRED DOLLARS (\$600.00) DOLLARS per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected.
17. **ANIMALS.** Tenant shall be entitled to keep no more than 0 Pets N/A (\_\_\_\_) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of \_\_\_\_\_ DOLLARS (\$\_\_\_\_),  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_) of which shall be non-refundable and shall be used upon the termination of expiration of this Agreement for the purposes of cleaning the carpets of the building. At such time if Tenant shall actually keep any such animal on the Premises then tenant is in violation of the lease. Termination or expiration of this Agreement will be issued and eviction shall began. .
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Landlord determines that Tenant is in default of this Agreement, including but not limited to the failure to pay rent when due, as authorized under O.C.G.A. § 44-7-50, Landlord may immediately demand possession of the Premises. In such event, Landlord shall provide Tenant with at least one (1) day written Notice to Vacate. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Premises, or by posting the same conspicuously on the leased Premises. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (3) days of when due (the 1st day of the month), Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of SIXTY DOLLARS (\$60.00).
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** As provided under O.C.G.A. § 44-7-2(c), in the event any dispute arises between Landlord and Tenant that results in litigation concerning a breach of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs, which shall be determined by the court and made a part of any judgment.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

**ADDITIONAL PROVISIONS; DISCLOSURES.**

Monthly lawn maintenance (tenant will take care of lawn)

[Landlord should note above any disclosures about the premises that may be required under Federal or Georgia law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

[In addition, Georgia law requires disclosure as to where the Landlord will hold the security deposit and any interest payments under it. The Landlord must also disclose the conditions under which the security deposit may be withheld.]

As to Landlord this 1<sup>st</sup> day of June 1, 2018

LANDLORD:

Sign: Belinda Smith Print: Belinda Smith Date: 6/1/2018

TENANT ("Tenant"):

Sign: Keisha Smith Print: Keisha Smith Date: 6/1/2018

TENANT:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

