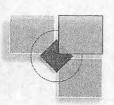


## DeKalb County Department of Planning & Sustainability

Michael L. Thurmond Chief Executive Officer

Andrew A. Baker, AICP Director

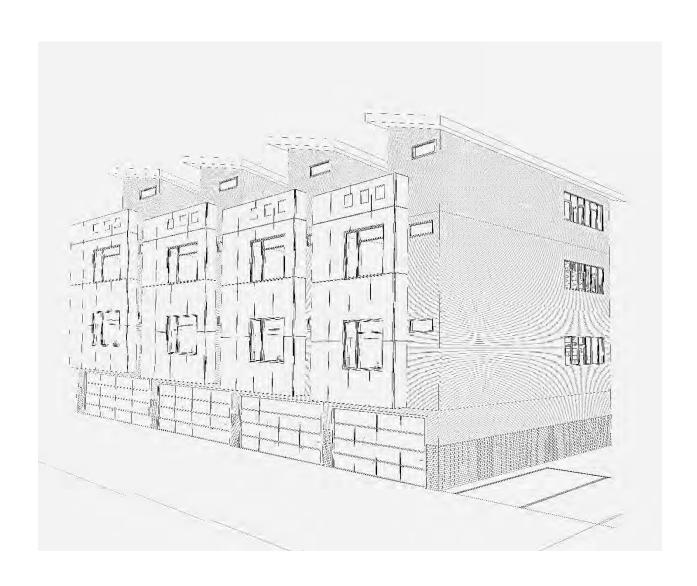


## APPLICATION TO AMEND OFFICIAL ZONING MAP OF DEKALB COUNTY, GEORGIA

	Z/CZ No.
Date Received: Applic	Filing Fee:
Applicant: BUSAYO KAYODE STARK HAUS L	LC E-Mail: STARK HAUS LLC@gmail.com
Applicant Mailing Address: 2625 PLEDMONT RD. STF 56-139 ATLE	NTA GA 30324
Applicant Phone: 646 5927371	Fax:
Owner(s): Busano Kanobe (If more than one owner, attach as Exhibit "A"	E-Mail: STARK HAUS LLC @q mail con
Owner's Mailing Address:   5626 115th DENV	e 1 Queens ntc 11434
Owner(s) Phone: 646 5927371	Fax:
Address/Location of Subject Property: 2017 ME	morial drive
District(s): Land Lot(s): E	llock: Parcel(s:
Acreage: 0.207 Commission	District(s): 15 TH
Present Zoning Category: R - 15	posed Zoning Category: MR - 2
Present Land Use Category: The Category:	*******************
PLEASE READ THE FOLLOW	VING BEFORE SIGNING
This form must be completed in its entirety before the Plattachments and filing fees identified on the attachment attachments, shall be determined as incomplete and shall	s. An application, which lacks any of the required
Disclosure of Campaig	ın Contributions
In accordance with the Conflict of Interest in Zoning Act, must be answered:	O.C.G.A., Chapter 36-67A, the following questions
Have you the applicant made \$250 or more in campaigr two years immediately preceding the filling of this applicat	
If the answer is yes, you must file a disclosure repor showing;	t with the governing authority of DeKalb County
	cal government official to whom the campaign
	campaign contribution made during the two years cation and the date of each such contribution.
The disclosure must be filed within 10 days after the application. E.O. and the Board of Commissioners, Delkalb County,	
a com Pin	NATURE OF APPLICANT / DATE
8-10-2021 AND THE SEAL TO THE SEAL S	k One: Owner Agent
330 West Ponce to Leon Avenue - Suites	100-500 – Decatur, Georgia – 30030

## **Letter of Application – Rezoning**

## 2017 Memorial Drive. Atlanta GA 30317



Dekalb County Planning Commission,

The applicant requests a rezoning from the R-75 Single Family Residential zoning district to be MR-2 Medium Density Residential. The property is currently beside and adjacent to townhomes recently rezoned to MR-2, In addition, the property located behind the property on 2017 Memorial drive is also currently undergoing rezoning to MR-2 for 60 townhomes to be developed.

With the lot currently zoned as R-75 for a single-family detached home, the home will be sitting directly facing a major arterial street surrounded my townhomes zoned for medium density. The purpose of the rezoning request is to be able to accommodate more than four single family dwellings within a private subdivision on the lot as done on the adjacent lots.

The land use will continue to be for Single Family Dwellings following the material and design characters of the neighboring homes. The proposed homes will have an overall building height of 43' and each dwelling will cover a floor area of 880 square feet each. We propose 4 single family dwelling units of 3000 SF each on the lot along with open space and shared community outdoor spaces for the residence.

The entire development will be managed by an assigned Homeowners Association that will maintain its shared public spaces and maintain the grounds.

# A. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The proposed development is in conformity with the policy and intent of the comprehensive plan for Memorial Drive. This area currently has a mix of attached and detached single family dwellings. The proposed use at the intensity proposed are appropriate and in conformity with the Memorial Drive character area.

# B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The property is located beside a townhouse development and adjacent to an upcoming townhouse development. The proposed development is suitable in view of the use and development of the adjacent and nearby properties.

# C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

Rezoning to MR-2 allows foe a better economic use than its current zoning classification

D. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The zoning proposal currently complements the uses on the adjacent surrounding property. The zoning proposal will not affect the existing use or usability of adjacent properties.

E. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The property located at 2011 & 2015 Memorial Drive Is currently undergoing a rezoning application for the development of 98 townhomes and the applicant has received an easement from the developers use their entrance as a secondary exit from this lot. This will allow the elimination of the dead end on the current proposed site plan, allowing for better through fare for residents and utilities.

F. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.

The proposed development will not affect any historic buildings, sites, districts or archaeological resources.

G. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed development will not result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The development proposal does not include any more residential units than the surrounding zoning allows so there will not be any net impact on schools with this application.

H. Whether the zoning proposal adversely impacts the environment or surrounding natural resources

The proposed development will not adversely impact the environment or surrounding natural resources.

404.371.2155 (o) 404.371.4556 (f) DeKalbCountyGa.gov Clark Harrison Building 330 W. Ponce de Leon Ave Decatur, GA 30030

Chief Executive Officer
Michael Thurmond

**DEPARTMENT OF PLANNING & SUSTAINABILITY** 

Director

Andrew A. Baker, AICP

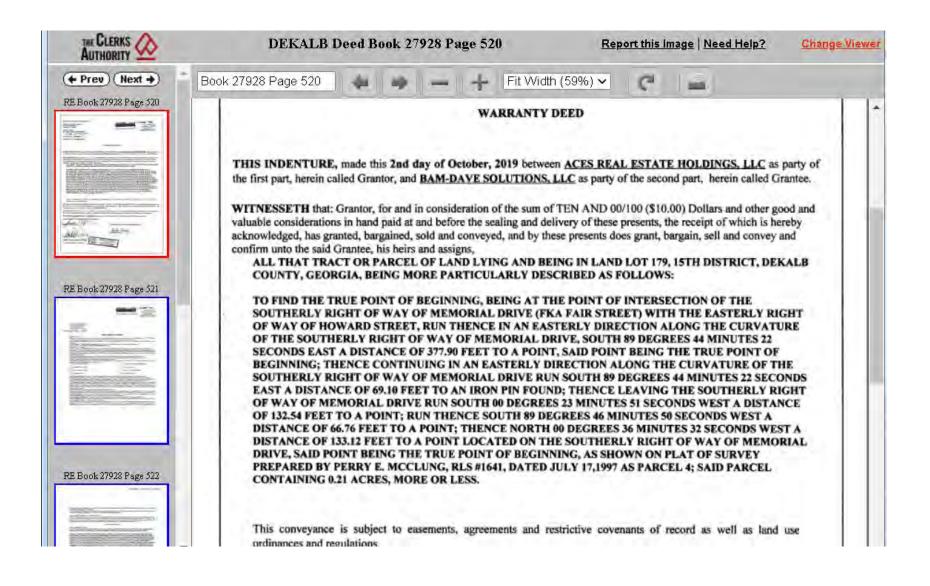
# PRE-APPLICATION FORM REZONE, SPECIAL LAND USE PERMIT, MODIFICATION, AND LAND USE

(Required prior to filing application: signed copy of this form must be submitted at filing)



## **DEPARTMENT OF PLANNING & SUSTAINABILITY**

WHAT TO KNOW BEFORE YOU FILE YOUR A	PPLICATION
Pre-submittal Community Meeting: Review Calendar Dates:	PC:BOC:
Letter of Intent:Impact Analysis:Owner Authorization(s):	Campaign Disclosure:
Zoning Conditions: Community Council Meeting: Publ	ic Notice, Signs:
Tree Survey, Conservation: Land Disturbance Permit (LDP):	
Bldg. Permits: Fire Inspection: Business License:	_ State License:
Lighting Plan: Tent Permit: Submittal Format: NO STAPLE:	S, NO BINDERS PLEASE
Review of Site Plan	
Density: Density Bonuses: Mix of Uses: Open	en Space: Enhanced
Open Space: Setbacks: front sides side corner	rear Lot Size:
Frontage: Street Widths: Landscape Strips:_	Buffers:
Parking Lot Landscaping: Parking - Auto: Parking - B	icycle: Screening:
Streetscapes: Sidewalks:Fencing/Walls:	Bldg. Height: Bldg.
Orientation: Bldg. Separation: Bldg. Materials: Roofs:	Fenestration:
Façade Design: Garages: Pedestrian Plan: Perimeter I	Landscape Strip:
Possible Variances:	
Comments:	
Min Ten	1-1-
Planner: Millora Furman	Date 4/30/20
Filing Fees	
<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 OI, OD, OIT, NS, C1, C2, M, M2	\$750.00 \$750.00
LAND USE MAP AMENDMENT	\$500.00
SPECIAL LAND USE PERMIT	\$400.00



-	and Orban i	Development				
B. Type of Loan		7. Loan Number	ar	8. Mortgage Ins C	ase Number	
1. □ FHA 2. □ FmHA 3. □ Conv Unins 4. □ VA 5. □ Conv Ins. 6. □ Seller Finance	6. File Number 1910001					
	ent of actual settlement cost	s. Amounts paid to and	by the settlemen	nt agent are shown. I	tems marked	
"(p.o.c.)" were paid outside the closing; the	Wale shown here for mionin	deronat parpaga	not included in	the totals.		
D. Name & Address of Borrower BAM-Dave Solutions, LLC 518 Haprer Ave Se Rome, GA 30161	E. Name & Address of S ACES REAL ESTATE 2396 Charleston Oaks Decatur, GA 30030	HOLDINGS, LLC ACES REAL ESTATE HOLDI			NGS, LLC	
G. Property Location 2017 Memorial Dr SE		H. Settlement Agent Na The Gurvey Law Grou 1141 Sheridan Road Atlanta, GA 30324 Underwritten By: Invo	ıp, PC	urance Company		
Atlanta, GA 30317		Underwritten by: Inve	stors Title ma	arance company		
		Place of Settlement The Gurvey Law Group, PC 1141 Sheridan Road Atlanta, GA 30324			I. Settlement Date 10/2/2019 Fund: 10/2/2019	
J. Summary of Borrower's Transaction		K. Summary of Sell	er's Transactio	n		
100. Gross Amount Due from Borrower		400. Gross Amount			\$180,000.00	
101. Contract Sales Price	\$180,000.0	0 401. Contract Sales	Price		\$180,000.00	
102. Personal Property		402. Personal Prope	rty			
103. Settlement Charges to borrower	\$622.0					
104.		404.				
105.		405.		las in advance		
Adjustments for items paid by seller in advance		Adjustments for ite		ier in auvance		
106. City property taxes			406. City property taxes			
107. County property taxes		407. County proper	407. County property taxes			
108. HOA Dues		409. HOA2 Dues	14 9 X L 14 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
109. HOA2 Dues		410. Other				
110. Other		411.				
111.		412.				
112.		413.				
113.		414.				
114.		415.				
115.		416.				
116.	6100 (22		nt Due to Selle	r	\$180,000.0	
120. Gross Amount Due From Borrower	\$180,622	500. Reductions in				
200. Amounts Paid By Or in Behalf Of Borrow	er	501. Excess Depor				
201. Deposit or earnest money	\$139,679			(line 1400)		
202. Principal amount of new loan(s) 203. Existing loan(s) taken subject to	0.00.70.10	503. Existing Loa			\$139,679.3	
204. Loan Amount 2nd Lien		504. Payoff of firs	st mortgage loan	to		
		505. Payoff of sec	ond mortgage le	oan to		
205.		506.			212 222	
207. POC by Buyer	\$40,320	0.66 507. POC by Buy	er		\$40,320.6	
208.		508.				
209.		509.		How		
Adjustments for items unpaid by seller		Adjustments for		y seller		
210. City property taxes		510. City propert				
211. County property taxes		511. County prop 512. HOA Dues	erty taxes			
212. HOA Dues		512. HOA Dues 513. HOA2 Dues				
213. HOA2 Dues		513. HOAZ Dues				
214. Other		515.				
215.		516.				
216.		517.				
217.		518.				
218.		519.				

Settlement Charges  0. Total Sales/Broker's Commission based on price \$180,000.00	Paid From	Paid From
Division of Commission (line 700) as follows:		Seller's
to	Funds at	Funds at
11.	Settlement	Settlement
)3. Commission Paid at Settlement	\$0.00	\$0.00
0. Items Payable in Connection with Loan		
1. Loan Origination Fee 75		
2. Loan Discount		
3. Applaisance		
4. Cledit Report		
55. Lender's hispection rec		
10. Mortgage insurance Appreciation		
)/. Assumption rec		
00. Items Required by Lender To Be Paid in Advance 10. Interest from 10/2/2019 to 11/1/2019 @ \$0/day		
11. Interest from		
22. Mortgage Insurance Premium for months to		
03. Hazard Histranice Frenham for your		
000. Reserves Deposited With Lender  months @ per month		
001. Hazard insurance insu		
002. Mortgage insurance per month		
003. City property taxes per month		
004. County property taxes S24.82 per month		
005. Other Assessments neural per month		
006. HOA Dues ner month		
1007. HOA2 Dues months @ per month  months @ per month		
1008. Other		
1011. Aggregate Adjustment		
1100. Title Charges  1001. Settlement or closing fee to The Gurvey Law Group, PC	\$400.00	
1101. Settlement of closing rec		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above items numbers:  108 Title insurance to The Gurvey Law Group, PC		
1108. Title insurance		
(includes above items numbers:	V. S. J. L. S. W. Y.	
1109. Lender's coverage \$139,679.34/\$0.00.	<b>医黎哥科斯</b>	
1110. Owner's coverage \$180,000.00/\$0.00		
1111. Escrow fee to		
1200. Government Recording and Transfer Charges	\$42.00	0
1201. Recording Fees Deed \$10.00; Mortgage \$32.00; Rel to	0.210	
1202. City/county tax/stamps Deed ; Mortgage to	\$180.0	0
1203. State tax/stamps Deed \$180.00; Mortgage to	91000	
1204. Tax certificates to		
1877 - 138 - 137 -	-	
1205. Courier/Messenger Fee to		
1205. Courier/Messenger Fee to 1300. Additional Settlement Charges		
1205. Courier/Messenger Fee to		

1910001 This page is attached to and made a part of the Settlement Statement in the matter described on Page 1 hereof

## Truth in Lending Disclosures:

Borrower(s) hereby acknowledge receipt of the Truth in Lending Disclosures, if any, prior to the consummation of this transaction.

## Settlement Agent Representation:

The Settlement Agent is the attorney for the Lender in this transaction and does not in any manner represent the interests of the Borrower(s) and Seller(s). Borrower(s) and Seller(s) have been advised of their right to retain legal counsel and have obtained independent legal advice to the extent deemed necessary.

## **Errors and Omissions:**

Borrower(s) and Seller(s) agree that should any inadvertent errors or omissions later be discovered in any of the documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions. The correctness of all payoff amounts for outstanding liens and encumbrances are warranted by Seller(s) and if any deficiency occurs, Seller(s) shall promptly remit the same to Settlement Agent. The parties accept the encumbrance of additional legal fees, at the settlement agent's discretion, in the collection of any additionally owed amounts.

### Fees and Charges

In some cases the recording fees have been estimated as accurately as possible but may not reflect the actual costs incurred to record the documents related to this transaction. Likewise, the title examination and courier fees set forth herein may not represent the actual costs incurred by the Settlement Agent for such services. It is hereby agreed that any overage may be retained by the Settlement Agent as additional closing fees in return for which the Settlement Agent may absorb any such shortage.

### Agency:

Furthermore, it is acknowledged that the Settlement Agent may also be an agent for the title insurance company noted herein and may receive a portion of the charged premium. Enhanced owner's policies are available for a higher premium. A standard policy will be issued unless noted on the settlement statement.

Settlement Agent makes 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, Borrower(s) and Seller(s) and should be handled on their own outside of closing.

Amounts paid to municipalities or escrowed to the lender for property taxes are based on information obtained from the settlement agent and is not Taxes: guaranteed to be accurate. The Borrower(s) and Seller(s) warrant the information contained herein and acknowledge that any discrepancies or errors not caught or corrected at the time of closing that may results in additional monies, fees, fines or penalties shall be their responsibility and handled between the Lender, Borrower(s) and Seller(s). The outstanding amounts billed and owed to the municipalities shall be paid by the Borrower(s) immediately without regard to their immediate receipt of reimbursement.

The parties acknowledge and agree that the transaction may be closed in Escrow pending either receipt of funds or delivery of documents whichever is applicable. Further that said funds may be used within the transaction chain in the acquisition of title.

## Survival of Contract:

As part of the consideration of this transaction, the terms of any contract between Borrower(s) and Seller(s) is by reference incorporated herein and made a part hereof. Unless specified elsewhere or within the contract, the terms and conditions contained in said contract shall survive this closing and shall not merge upon delivery of the deed.

Borrower(s) and Seller(s) have carefully reviewed this Settlement Statement and to the best of their knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on their account or by them in this transaction. They further certify that they have received a copy of this Settlement Statement. The Settlement Statement may be signed in one or more parts.

Barbi Mory

Buver/Borrower:

**BAM-Dave Solutions, LLC** 

ACES REAL ESTATE HOLDINGS, LLC

By Busayo Kayode, Member

The Settlement Statement prepared by the undersigned is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction. Dated this October 2, 2019.

The Gurvey Law Group, PC

Closing Attorney

Control Number: 19087558

## STATE OF GEORGIA

## **Secretary of State**

Corporations Division 313 West Tower 2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530

## **CERTIFICATE OF ORGANIZATION**

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Stark Haus LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 06/12/2019 by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 06/27/2019.



Brad Raffensperger

Brad Raffensperger

Secretary of State

### ARTICLES OF ORGANIZATION

\*Electronically Filed\* Secretary of State

Filing Date: 6/12/2019 8:43:40 PM

## **BUSINESS INFORMATION**

CONTROL NUMBER 19087558

BUSINESS NAME Stark Haus LLC

BUSINESS TYPE Domestic Limited Liability Company

**EFFECTIVE DATE** 06/12/2019

## PRINCIPAL OFFICE ADDRESS

ADDRESS 721 Miami Circle, 102, Atlanta, GA, 30324, USA

## REGISTERED AGENT

NAME ADDRESS COUNTY
Toke Tayo 1 Baltimore Place, Atlanta, GA, 30308, USA Fulton

## **ORGANIZER(S)**

NAME TITLE ADDRESS

Adeoluwatoke Adetayo ORGANIZER 721 Miami Circle, 102, Atlanta, GA, 30324, USA Busayo Kayode ORGANIZER 721 Miami Circle, 102, Atlanta, GA, 30324, USA

## OPTIONAL PROVISIONS

N/A

## **AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Adeoluwatoke Adetayo

AUTHORIZER TITLE Member

## STATE OF GEORGIA

## **Secretary of State**

Corporations Division 313 West Tower 2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530

Annual Registration \*Electronically Filed\*

Secretary of State

Filing Date: 01/24/2020 11:12:55

**BUSINESS INFORMATION** 

BUSINESS NAME : SUADA STUDIO LLC

CONTROL NUMBER : 17026608

BUSINESS TYPE : Domestic Limited Liability Company

**ANNUAL REGISTRATION PERIOD** : 2020

**BUSINESS INFORMATION CURRENTLY ON FILE** 

PRINCIPAL OFFICE ADDRESS : 721 Miami Circle, 102, Atlanta, GA, 30324, USA

**REGISTERED AGENT NAME** : Dwayne Braithwaite

**REGISTERED OFFICE ADDRESS** : 2820 Amerson Way, Ellenwood, GA, 30294, USA

**REGISTERED OFFICE COUNTY** : Fulton

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 721 Miami Circle, 102, Atlanta, GA, 30324, USA

**REGISTERED AGENT NAME** : Toke Adetayo

**REGISTERED OFFICE ADDRESS** : 721 Miami Circle, Atlanta, GA, 30324, USA

**REGISTERED OFFICE COUNTY** : Fulton

**AUTHORIZER INFORMATION** 

**AUTHORIZER SIGNATURE** : Toke Adetayo

**AUTHORIZER TITLE** : Organizer

