THE CITY OF STONECREST GEORGIA

ENTERED 6-21-19 (S)
SL419-000006

Recieved 6-14-19

Special Land Use Permit Application

SLUP-19-003

Applicant Information

Name: Lisa H. Foster		
Address: 987 Brigade St	Stone Mountain GA 30087	
Phone:	Fax:	Email SHawPCH@gmail.com
Owner's Name:		
Owner's Address:		
Phone: 404-426-9813	Fax:	Email SHawPCH@gmail.com

Owner Information

Property Address: 6764 Hill Creek Cove, Lithonia — Acreage:

Parcel ID:

Current Zoning Classification: Residential - Single family Home

Proposed Use of Property: Personal Care Home

Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? O Yes ✓ No

Property Information

Property Information: I would like to have a Personal Care Home for not more than three seniors

Affiddavit

To the best of my knowledge, this variance application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.

Applicant's Name: Lisa H. Foster

Applicant's Signature: Lisa H. Foster — Date: 6/14/19

Notary

Sworn to and subscribed before me this 21st Day of June 20 19

Notary Public: Sonya D. Isom

Signature: Sonya D. Isom

My Commission Expires: Feb. 3, 2020

SONYA D ISOM NOTARY PUBLIC DEKALB CO., GEORGIA MY COMMISSION EXPIRES FEB 3 2020

☐ Application Fee ☐ Sign Fee ☐ Legal Fee

Fee: $ — Payment: ☐ Cash ☑ Check ☐ CC — Date:

☐ Approved ☐ Approved with Conditions ☐ Denied — Date:

08-03-2017

THE CITY OF STONECREST GEORGIA

Applicant/Petitioner
Notarized Certification

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of- Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant / Petitioner

Signature: Lizette Porter		Date: 6/14/19
Address: 984 Brigade st	City, State: Stone Mountain	Zip: 30087
Phone: (404) 426-9813		
Sworn to and subscribed before me this_____day of_____, 20_____		
Notary Public:		

Attorney / Agent

Signature:		Date:
Address:	City, State:	Zip:
Phone:		
Sworn to and subscribed before me this_____day of_____, 20_____		
Notary Public:		

THE CITY OF STONECREST GEORGIA

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☑ No

Applicant / Owner	
	Signature: Lisa H. Porter
	Address: 6764 Hill Creek Cove, Lithonia GA 30058
	Date: June 1 2019

If you answered yes above, please complete the following section:

Date	Government Official	Official Position	Description	Amount
	N/A			

THE CITY OF STONECREST GEORGIA

Property Owner(s) Notarized Certification

See attached document

The owner and petitioner acknowledge that this Land Use Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner (If Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this_____day of_____, 20_____ Notary Public:		
Property Owner (If Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this_____day of_____, 20_____ Notary Public:		
Property Owner (If Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this_____day of_____, 20_____ Notary Public:		

See attached document.

I, Sonya Taylor, the owner of the house/property located at 6764 Hill Creek Cove, Lithonia, GA 30058 rented to Lisa Foster. The house is available for use as a Personal Care Home business.

Sonya Taylor
(Signature)

Sonya Taylor
(Printed Name)

State of Georgia
County of DeKalb

This instrument was acknowledged before me this 14 day of March, 2019, by Sonya Taylor (Name of Signer).

✓ Personally Known
____ Produced Identification
Type and # of ID_____

(Seal)

CHANTELL SANDERS NOTARY PUBLIC FULTON COUNTY, GEORGIA

(Signature of Notary)

Chantell Sanders
(Name of Notary Typed, Stamped, or Printed)
Notary Public, State of Georgia

LEASE / RENTAL AGREEMENT

This rental agreement is made by and between **Sonya Taylor** (hereinafter referred to as Lessor) and **Lisa Foster** (hereinafter referred to as Lessee).

1. PREMISES:

(a) The common description is **6764 Hill Creek Cove, Lithonia GA 30058**, in the county of **DeKalb**.

(b) Lessee has inspected the leased premises and accepts same for occupancy in its "AS IS" condition. Neither Lessor nor any agent or representative of Lessor has made any warranty or mis-representation with respect to the lease premises and Lessor knows of no defects of a magnitude significant enough to necessitate disclosure herein.

2. TERM:

(a) The term of this lease/rental agreement shall commence on **March 1, 2019** and ends on **March 1, 2020** unless terminated earlier in accordance with the provisions of this agreement.

(b) Lessee agrees to make monthly payments of $1,400.00 during the first six months and thereafter $1,500.00 per month through the duration of this agreement. Payments are to be received on or before the 5th day of each month, for the leased premises at the address of the Lessor set forth in this agreement for the term of this agreement.

(c) If rent is not received by midnight on the 5th of the month there will be a $75.00 late fee.

3. PERMITTED USES:

Lessee may use the leased premises as a multi- family residence.

4. PROHIBITED USES:

Lessee shall not do or permit anything to be done in or about the leased premises that in any way increases the existing rate of or affects any fire or other insurance on the leased premises or any of its contents, or that causes a cancellation of any insurance policy covering the leased premises or any of its contents. Lessee shall not use the leased premises in any way that will conflict with any law, statute, or ordinance, government rule or regulation now in force or which may later be enacted or promulgated.

5. ALTERATIONS:

Lessee shall not make or cause to be made any type of alteration or improvement without consent of Lessor/Seller.

6. LIENS:

Lessee shall keep the leased premises and the property on which the leased premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

7. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign, transfer, mortgage pledge, hypothecate or otherwise encumber this lease agreement or any part of it. Lessee shall not sublet the leased premises or any part of them. Any assignment or subletting shall terminate this agreement and lease.

8. WAIVER OF CLAIMS:

Lessor shall not be liable to Lessee and Lessee waives all claims against Lessor for any injury or damage to any person or property in or about the leased premises by or from any cause whatsoever.

9. HOLD HARMLESS:

Lessee shall hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property when such injury or damage shall be caused or alleged, to be caused, in part or in whole by the act or negligence or fault of the Lessee, their agents, servants, employees or invitees.

10. INSURANCE:

Lessor has prepaid homeowners insurance policy for the initial 12 months of this agreement.and agrees to maintain the same insurance policy throughout the duration of this agreement.

11. UTILITIES:

Lessee shall pay for all water, gas, heat, light, power, phone, service and all other services and utility services supplied to the leased premises.

12. MAINTENANCE:

Lessee, at their sole cost, shall maintain the leased premises and every part of them in good and sanitary condition, and shall repair all damages resulting from use by the Lessee or any person caused to be on the leased premises by the Lessee.

13. TAXES:

Lessor shall pay before delinquency, all property taxes assessed during this agreement.

14. ENTRY BY LESSOR:

Lessor reserves and shall at all times have the right to enter the leased premises to inspect them. Lessor shall giver Lessee reasonable notice before making any such entry.

15. HOLDING OVER:

If, with Lessor's consent, Lessee holds possession of the leased premises after the term of this agreement, Lessee shall become a tenant from month to month.

16. DEFAULT BY LESSEE:

The occurrence of any of the following shall constitute material default and breach of this agreement:

(a) The abandonment or vacated of the leased premises by Lessee.

(b) Any failure by Lessee to make scheduled monthly payments or to make any other payment required to be made by the Lessee under this agreement.

(c) A failure by Lessee to observe and perform any other provisions of this agreement that is to be observed or performed by Lessee.

(d) In case of any such default by Lessee, then in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the immediate option to terminate this agreement and all rights of Lessee.

17. NOTICES :

All communications, notices of any kind that either party may be required or may desire to give to the other party shall be made in writing and dent to the following addresses:

LESSOR: Sonya Taylor
926 Emerson Ave, SE
Atlanta, Ga. 30316

LESSEE: Lisa Foster
6764 Hill Creek Cove
Lithonia, Ga. 30316

16. MISCELLANEOUS.

This agreement is governed by the laws of the state of Georgia and any question arising under it shall be construed or determined according to such law.

Lessor and Lessee have executed this agreement the day and year written above.

LESSOR:

By: Sonya Taylor

LESSEE:

By: Lisa Foster

Lisa Foster

987 Brigade st
Stone Mountain , GA 30087
Shawpch@gmail.com

June 12, 2019

City of Stonecrest
3120 Stonecrest Blvd
Stonecrest, GA30087

City of Stonecrest,

My name is Lisa Foster. I have being living in the Stone Mountain community since 1999 with my twin daughters Chanell Wilson and Chantell Sanders. They both attended and graduated from Stephenson HS top of their class. Shortly thereafter, my brother Federico moved to Lithonia, and met his wife Nicky and now are raising their young children Rian and Nolan. My mother Cheryl, sister Monica, and her son Francisco also moved from New York City and made Lithonia their home for the past ten years. We have made Stonecrest our community and build our life here. I am a registered Nurse working in this community for the past 20 years. What I have learned and seen is lack of Personal Care Home for our seniors.

I am proposing to put a personal care home at 6764 Hill Creek Cove, Lithonia for three or less seniors. A home that can provide seniors with warmth, comfortable , modern, safe environment with 24 hours assistance to each one. A home where they can maintained their dignity, where they have a voice and choices in their lives. Most important, live in the comfort of a home.

Belinda Brunson will be living in the home and I will be directly involve in all aspect of up keep of the property, insuring resident safety, and following every law in running a personal care home by The State of Georgia.

Sincerely yours,

Lisa Foster

City of Stonecrest: SLUP Criteria

A, There is adequate space for all area listed
B, Yes it is compatible with adjacent property and use
C, The home will not interfere with public services or utility
D, The property drive way is equipped for 4 car but only one car will be at the property. And will not cause any street congestion.
E, There will be no increase or additional interference with public traffic
F, Will not cause any interference or obstruction with emergency vehicle, pedestrian entrance or it's safety and convenience.
G, Will not cause any nuisance to adjacent property because it will operate as a personal care home for the elderly
H, Will not cause increase in noise level, the home will be and peaceful
I, Will not impact adjacent home. Property will be used for daily family use.
J, Yes it will be used for residential use
K, Yes it will be used for policy intended
L, Yes it will be
M, Yes it is
N, There should not be a limit because it will be the permanent home of the elderly
O, Yes size is appropriate for use
P, No it will not and has not
Q, Yes, it is residential land and was created for single family use. And we are asking for a permit to change the single family home use into a PCH
R, No, We will not alter the height of the home, As it is the standard of a single family home equal to homes within the area. Therefore not creating as negative shadow.
S, No, because PCH are currently being guided by the city of Stonecrest as to the numbered of PCH allowed within the distant of each other. Therefore, my single personal care home will not have the ability to generate a rapid increase in PCH within my area.
T, Yes it will be

Lisa Foster & Belinda Brunson

Shaw Personal Care Home
6764 Hill Creek Cove
Lithonia, GA. 30058

June 20, 2019

Lisa Foster Owner
Belinda Brunson Co-Owner

Greeting Neighbor,

On Sunday June 30th '19 3:00PM We will be hosting a neighbor meeting at the location stated above for discussion of opening a personal care home in our neighborhood. Please feel free to attend to voice your approval or disapproval.

Thank you in advance!
Lisa Foster & Belinda Brunson

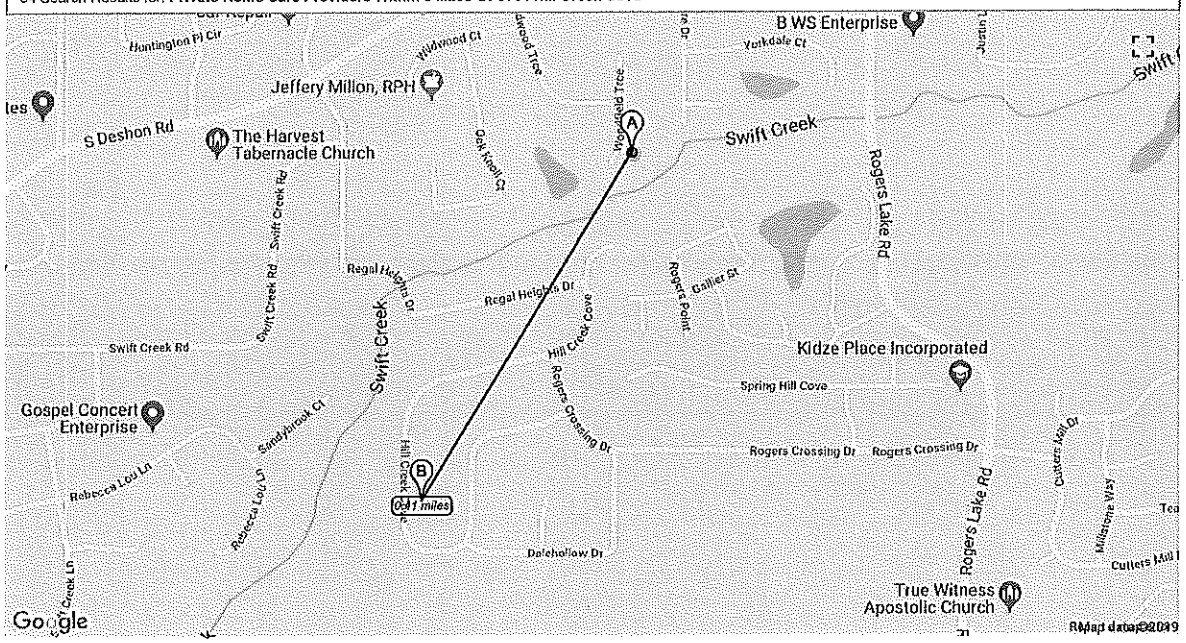
Belinda Brunson

6764 Hill Creek Cove
Show search results for 6764 H...
Measurement
Feet (US)
Measurement Result
2,150.4 Feet (US)
Clear
Swift Creek Rd
Regal Heights Dr
Regal Heights Dr
Hill Creek Cv
Hill Creek Cv
Hill Creek Cv
Spring Hill Cv
Spring Hill Cv
Rogers Crossing Dr
Rogers Crossing Dr
Rogers Lake Rd
Rogers Lake Rd
Rogers Trce
Rogers Pt
Gallier St
Ellicot Way
Rogers Preserve
Lynridge Dr
Sandybrook Ct
Rebecca Lou Ln
Crestlake Ct
Cutters Mill Dr

GaMap2Care
Search. See. Select.

Last Updated: 4/23/2019

34 Search Results for: **Private Home Care Providers Within 5 Miles Of 6764 Hill Creek Cove**



ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.
NOTE: PROPERTY LINES SHOWN ON THIS MAP/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.
THIS MAP/PLAT WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS MAP/PLAT IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.
BUILDING LINES SHOWN HEREON DERIVED FROM VARIOUS ONLINE SOURCES. THEY MAY BE IN CONTENTION WITH OR DIFFER FROM INTERPRETATIONS OF GOVERNING AUTHORITIES.
TREE SYMBOLS ARE NOT TO SCALE. TREE SYMBOLS REPRESENT POSITION OF TREE & ARE NOT THE CRITICAL ROOT ZONE (NOT DRIPLINE).
PORTIONS OF THIS PLAN ARE SCHEMATIC IN NATURE AND HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEYING METHODS. NO RELIANCE UPON THE ACCURACIES OF THE SIZE, SHAPE NOR LOCATION OF THE PLANIMETRICS SHOWN HEREON SHALL BE AFORDED IN any MANNER.

NO DETERMINATION OF FLOOD HAZARD HAS BEEN MADE FOR THIS PROPERTY BY THIS SURVEYOR.

* L E G E N D *

NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.

AKA ALSO KNOWN AS	N NEIGHBOR'S
APD AS PER DEED	N/F NOW OR FORMERLY
APP AS PER PLAT	NAIL NAIL FOUND
BSL BUILDING (SETBACK) LINE	P PLAT (BOOK/PAGE)
CP COMPUTED POINT	POB POINT OF BEGINNING
CTP CRIMP TOP PIPE FOUND	POC POINT OF COMMENCEMENT
D DEED (BOOK/PAGE)	R RADIUS LENGTH
DW DRIVEWAY	R/W RIGHT-OF-WAY
EP EDGE OF PAVEMENT	RBF REINFORCING BAR FOUND (1/2" UNO)
FFE FINISH FLOOR ELEVATION	RBS 1/2" REINFORCING BAR SET
FKA FORMERLY KNOWN AS	SW SIDEWALK
IPF IRON PIN FOUND	SSE SANITARY SEWER EASEMENT
L ARC LENGTH	SSCO SANITARY SEWER CLEANOUT
LL LAND LOT	-X- FENCE LINE
LLL LAND LOT LINE	

PROPERTY ADDRESS:
6764 Hill Creek Cove
Lithonia, GA 30058

LAND AREA:
15018 SF
0.345 AC

IMPERVIOUS AREA:
DW/SW: 818 SF
HOUSE: 2831 SF
SONE.SW: 256 SF
PATIO: 523 SF
EXIST= 4428 SF=29.5%

ZONING: R-100

0 20
SCALE 1" = 20'

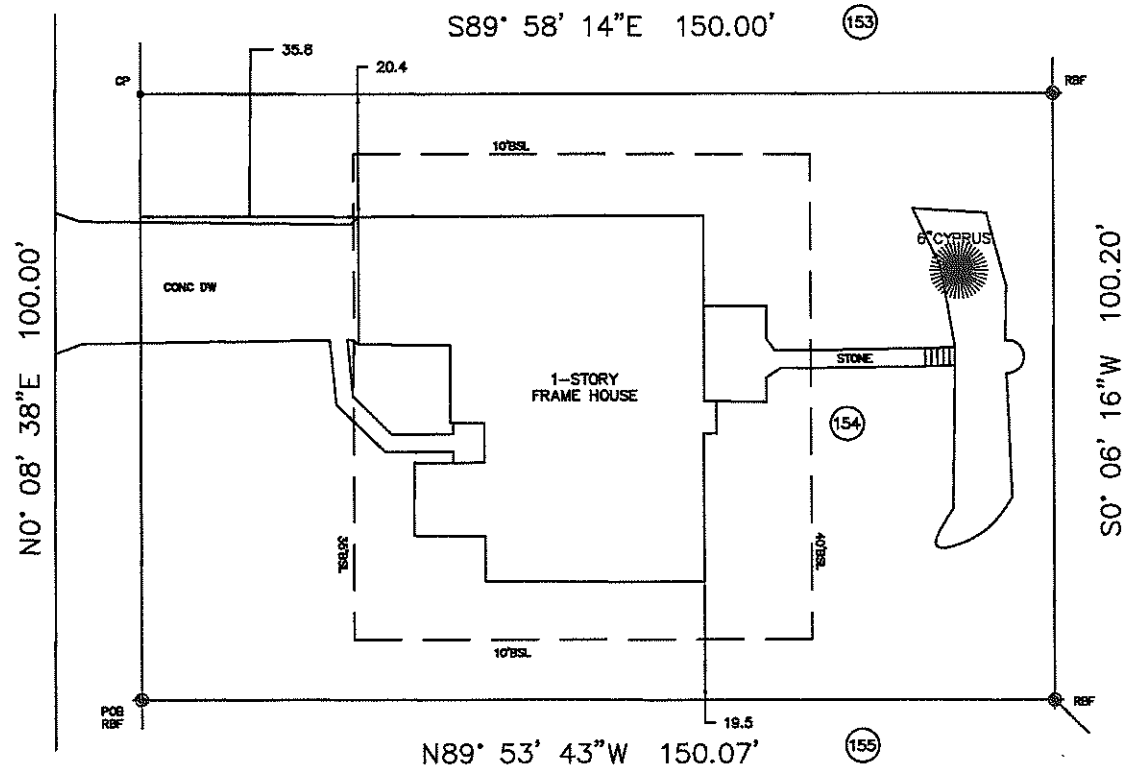
MAGNETIC N

PLAT PREPARED FOR:
6764 HILL CREEK COVE

LOT 154	BLOCK C	PHASE 2	SUBDIVISION ROGERS CROSSING
LAND LOT 131	16th DISTRICT		BY:
DeKALB COUNTY, GEORGIA		FIELD DATE: 6-04-2019	NS
LOCATED IN STONECREST		DRAWN DATE: 6-06-2019	SS
REFERENCE: PLAT BOOK , PAGE		ALL MATTERS OF TITLE ARE EXCEPTED ~ NOT FOR RECORDING	
REFERENCE: DEED BOOK 14606, PAGE 423			

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 30,000+ FEET, AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 40,000 FEET. AN ELECTRONIC TOTAL STATION WAS USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

SURVEY SYSTEMS ATLANTA
2156 W Park Ct, Ste D, Stone Mtn, GA 30087
COA #LSF000867, Info@SurveySystemsAtlanta.com
Cell 678-591-6084 ~ Office 404-760-0010

GEORGIA PROFESSIONAL LAND SURVEYOR No. 3030 CHARLES W. LOVELESS