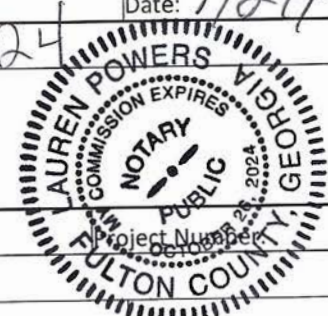




Variance Application

Type	Type of Request: <input type="checkbox"/> Zoning/Special Exception <input type="checkbox"/> Sign <input checked="" type="checkbox"/> Stream Buffer <input type="checkbox"/> Other <input type="checkbox"/> Administrative (Zoning/Special Exception or Stream Buffer)			
	Applicable Zoning/Sign Code Section:			
	Nature of Request:	Required:	Proposed:	Minimum Setback Requirements
	<input type="checkbox"/> Setback	(See Chart to the Right)		Front
	<input type="checkbox"/> Sign			Side
<input type="checkbox"/> # Parking Spaces			Rear	
<input checked="" type="checkbox"/> Other Stream Buffer			Other 75'	
Project	Name of Project/Subdivision: Allen /Ashford Park			Present Zoning: RS-75
	Property Address/Location: 1446 Wilford Drive, NE			
	District: 18	Land Lot: 241	Block: 4	Property ID:
	Is this development and/or request seeking any incentives or tax abatement through the City of Brookhaven or any entity that can grant such waivers, incentives, and/or abatements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Owner Information	Name: Jackson and Lauren Allen			
	Address: 1446 Wilford Drive, NE			
	Phone: 813-713-5115	Fax:		
	Cell:	Email: lacermak@gmail.com		
Applicant	Name: Hugh Tully Tully Pools LLC			
	Address: 1190 Hightower Trl, Atlanta, GA 30350			
	Phone: 770-559-5163	Fax:		
	Cell: 404-307-6143	Email: invoices@tullypools.com		
Affidavit	<i>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 Brookhaven Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Brookhaven Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3, as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included</i>			
	Applicant's Name: Hugh S. Tully			
Notary	Applicant's Signature: <i>[Signature]</i>			Date: 1/29/2024
	Sworn to and subscribed before me this 29 Day of January 20 24			
	Notary Public: <i>[Signature]</i>	Signature: <i>[Signature]</i>		
Office Use	Application Received By:			Project Title:
	<input type="checkbox"/> Application Fee <input type="checkbox"/> Sign Fee (\$135 per 500 feet per frontage) <input type="checkbox"/> Legal Fee (\$20)			
	Fee: \$	Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> CC		Date:
	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied			Date:

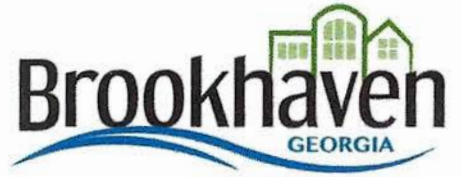




Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this variance application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for variance(s), 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	Signature: <i>Jamena Allen</i>		Date: 1/31/24
	Address: 1446 Wilford Dr NE	City, State: Brookhaven, GA	Zip: 30319
	Phone: 813-713-5115		
	Sworn to and subscribed before me this <u>31</u> day of <u>January</u> , 20 <u>24</u>		
	Notary Public: <i>Lauren Powers</i>		
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:		



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 Brookhaven City Council or a member of the City of Brookhaven Planning Commission?

YES NO

Applicant / Owner	Signature: <i>[Handwritten Signature]</i>
	Address: <i>1190 Hightower Trail, Atlanta, GA 30350</i>
	Date: <i>1/29/2024</i>

If the answer above is yes, please complete the following section:

Date	Government Official	Official Position	Description	Amount

&Z 02/02/2024

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 241 of the 18th District of DeKalb County, Georgia, and being Lot 3, Block 4 of Ashford Park Subdivision, as shown on plat recorded in Plat Book 13, Page 47, DeKalb County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

Campbell & Brannon, LLC
One Buckhead Plaza
3060 Peachtree Road, Suite 1735
Atlanta, GA 30305
File No.: B170568
(Phone No.: (404)504-8700)

2017047067 DEED BOOK

Real Estate Transfer Tax \$710.00

26132 Pg 429
Filed and Recorded:
3/14/2017 1:53:21 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made on 13th day of March, 2017, between

Brian Levy and Jamie Levy

(hereinafter referred to as "Grantor") and

**Jackson Allen and Lauren Allen
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

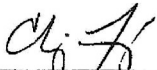
See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee. Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, as Joint Tenants with Rights of Survivorship, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

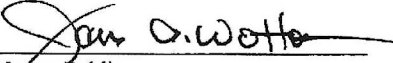
Signed, sealed and delivered in the presence of:



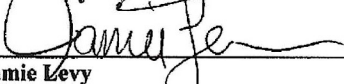
Unofficial Witness



Brian Levy



Notary Public



Jamie Levy

My Commission Expires: _____
[Attach Notary Seal]



Limited Warranty Deed

After recording, return to:
Shea E Roberts, Esq.
Giacoma Roberts & Daughdrill, LLC
945 E. Paces Ferry Road, NE, Suite 2750
Atlanta, Georgia 30326
(404) 924-2850

Cross Reference:
Deed book 20037, Page 342
Deed book 26132, Page 429-30

2017130385 DEED BOOK 26462 Pg 276



Real Estate Transfer Tax \$0.00

Filed and Recorded:
8/30/2017 1:31:26 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

STATE OF GEORGIA
COUNTY OF DEKALB

REVOCABLE LICENSE

THIS REVOCABLE LICENSE is made and entered into as of this 17th day of August, 2017, by and between DANIEL RENDLEMAN AND RAYMOND MALO, (hereinafter referred to as "Licensors") and JACKSON ALLEN AND LAUREN ALLEN (hereinafter the "Licensees").

WITNESSETH:

WHEREAS, Licensors own and control real property located in Land Lot 241 of the 18th District of DeKalb County and more particularly described in a Warranty Deed to Licensors recorded on June 13, 2007 with the Clerk of Superior Court of DeKalb County, Georgia in Deed book 20037, Page 342, which description is incorporated herein by reference and relevant portions of the property are depicted on the survey prepared on March 13, 2017 by Michael R. Noles, Georgia RLS Number 2646, for Licensees. Said Survey is attached hereto as Exhibit "A"; and

WHEREAS, Licensees owns and controls real property lying immediately adjacent and to the east of Licensors' property and more particularly described in a Limited Warranty Deed to Licensees recorded on March 14, 2017 with the Clerk of Superior Court in DeKalb County, Georgia in Deed Book 26132, Page 429-430, which description is incorporated herein by reference and generally depicted on Exhibit A referenced above herein; and

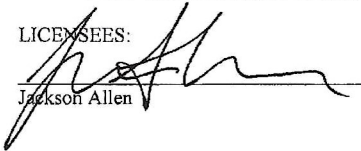
WHEREAS, Licensees' predecessor, without authority or permission, installed a driveway 2.8 feet over the shared boundary line which encroaches on Licensors' property, as depicted in Exhibit A (hereinafter referred to as "Encroaching Portion"); and

WHEREAS, Licensors are, without waiving or relinquishing any right in law or equity to have the encroachment removed, are presently willing to recognize, permissively, a Revocable License to Licensees presently to maintain in its current location the Encroaching Portion and to allow them to retain their driveway in its current configuration for purposes of ingress and egress, parking, and those other uses typical to a driveway; provided, however, such permissive use is subject to the following terms and conditions and is, at all times, revocable in the sole and absolute discretion of the Licensors:


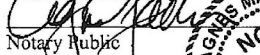
1. Revocable License. Licensees recognize that this License is *revocable*, that it is not supported by consideration and that it may be terminated at any time by Licensors, in their sole and absolute discretion but that, presently, Licensors permissively will allow the Encroaching Portion to continue to be used for ingress and egress, parking and whatever typical use of driveway is reasonable. Licensees expressly acknowledge and agree that said License is and shall be revocable by Licensors at any time for any reason whatsoever, or for no reason, and it shall automatically expire, be null and void and shall fully revert to Licensors or Licensors successors and assigns upon the sale, conveyance, or other transfer of Licensors' rights in 1440 Wilford Drive, Brookhaven, DeKalb County, Georgia.
2. Repairs and Improvements: Licensees are not permitted to make any repairs or improvements to the Encroaching Portion of the driveway and no lesser maintenance, cleaning, pressure washing or other treatment, of any kind, shall establish or be deemed to be improvements of the License so as to ripen such Revocable License into any permanent right or legal property ownership rights to Licensors' land. In the event that the Encroaching Portion becomes damaged or otherwise unusable, the Encroaching Portion shall thereafter be removed from Licensors' land and the Revocable Easement shall be deemed to be revoked, terminated or otherwise to have expired.
3. Waiver: Licensees, on behalf of themselves, their successors, heirs and assigns, acknowledge and agree that with the terms recited herein, that the License is permissive, revocable and not supported by any consideration and that no right in or to the land of the Licensors is hereby created or may hereafter be created absent an express, written covenant, executed by Licensors modifying this provision. No operation of law, passage of time, nor other happening shall modify the permissive right recognized herein nor shall same operate to mature this License into any irrevocable interest.
4. Development rights. It is expressly understood that the recognition of this Revocable License does not transfer to Licensees any development rights for the Encroaching Portion.
5. Indemnification and Hold Harmless. The Licensees agreed to indemnify and hold Licensors, their heirs, successors, agents, insurers and assigns, harmless from any and all claims arising out of, connected with or related to any use or occupancy of the Encroaching Portion by Licensee, Licensees' invitee or sublicensee so that Licensors shall, to the maximum extent possible, be protected from and indemnified from any such claim.

WITNESS THE SIGNATURES of the Licensees on this 17th day of August, 2017.

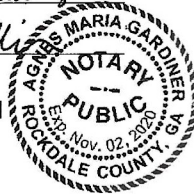
LICENSEES:


 Jackson Allen

Signed, sealed and delivered in the presence of:


 Unofficial Witness

 Notary Public

[NOTARIAL SEAL]



Lauren Allen
Lauren Allen

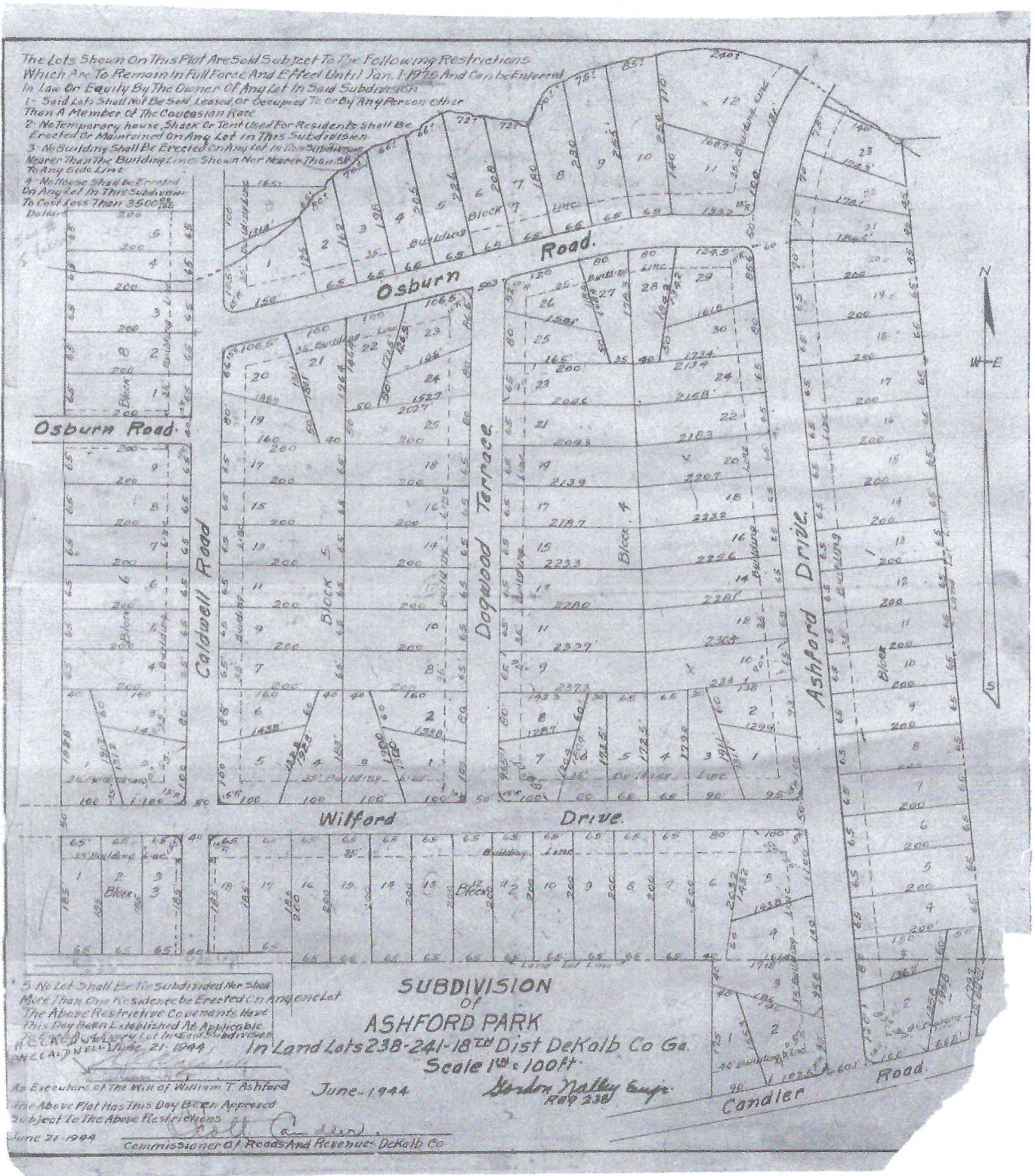
Signed, sealed and delivered in the presence of:

Paula M. Swilley
Unofficial Witness

Chris Gault
Notary Public

[NOTARIAL SEAL]





The Lots Shown On This Plat Are Sold Subject To The Following Restrictions Which Are To Remain In Full Force And Effect Until Jan. 1, 1975 And Can Be Entered In Law Or Equity By The Owner Of Any Lot In Said Subdivision

- 1- Said Lots Shall Not Be Sold, Leased, Or Occupied To Or By Any Person Other Than A Member Of The Covenants Race
- 2- No Temporary house, Shack Or Tent Used For Residents Shall Be Erected Or Maintained On Any Lot In This Subdivision
- 3- No Building Shall Be Erected On Any Lot In This Subdivision Nearer Than The Building Line Shown Nor Nearer Than 50' To Any Side Line
- 4- No Fence Shall Be Erected On Any Lot In This Subdivision To Cost Less Than \$500.00 Dollars

5- No Lot Shall Ever Be Subdivided Nor Shall More Than One Residence Be Erected On Any One Lot The Above Restrictive Covenants Have This Day Been Established As Applicable To Each Individual Lot In Said Subdivision DEKALB COUNTY, GA. JUNE 21, 1944

SUBDIVISION
 of
ASHFORD PARK
 In Land Lots 238-241-18th Dist DeKalb Co Ga.
 Scale 1" = 100ft.

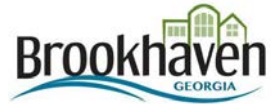
As Executive of the Will of William T. Ashford
 the Above Plat Has This Day Been Approved
 Subject To The Above Restrictions
 June 21, 1944
 Commissioner of Roads and Revenues DeKalb Co.

Borden Malley Esq.
 409 238

Resister June 30, 1944 By E. Burgess Clerk

PRE-APPLICATION MEETING FORM

LAND USE PETITIONS & VARIANCE APPLICATIONS



4362 Peachtree Road, Brookhaven, GA 30319
 Phone: 404-637-0500 • Fax: 404-637-0501
www.BrookhavenGA.gov

Purpose & Process

A Pre-Application Meeting provides you the opportunity to present a conceptual plan and letter of intent to a representative of the Community Development Department. This meeting benefits you, the applicant, by receiving general comments on the feasibility of the plan, the process(es)/procedure(s) and fees required to process and review an application. To schedule a meeting, contact a member of the Planning and Zoning Division by calling (404) 637-0500 or via email at Planning@BrookhavenGA.Gov. This form will be completed during the pre-application meeting and must be submitted with the application for the submittal to be deemed complete.

Applicant Name	Tully Pools	Applicant Email	lauren@tullypools.com
Applicant Phone			
Site Address	1446 Wilford Drive	Parcel Size	12,397 SF
Tax Parcel #	18 241 13 019	City Council District	2 - Owens
Existing Zoning & Case	RS-75	Proposed Zoning	RS-75
Overlay District	N/A	Character Area	Ashford Park – Drew Valley

<u>Request</u>	<u>Fees</u>
<input type="checkbox"/> Rezoning	
<input type="checkbox"/> with Concurrent Variances	Application Base 250 \$
<input type="checkbox"/> Special Land Use Permit	Additional Request + (#) \$
<input checked="" type="checkbox"/> Board of Appeals Variance	Public Notice Sign x (1) 85 \$
<input type="checkbox"/> Administrative Variance	Public Notice Advertisement 25 \$
<input type="checkbox"/> Stream Buffer	<u>Estimated Total</u> 350 \$
<input type="checkbox"/> Sign	

Deadlines and Public Hearing Dates

Meeting Deadline (If Applicable)	February 28 th , 2024
Commission or Board Meeting Date (If Applicable)	April 17, 2024

Additional Studies

<input type="checkbox"/> Trip Generation	<input type="checkbox"/> Traffic Impact Study
<input type="checkbox"/> Development of Regional Impact Review	<input type="checkbox"/> Environmental Impact Review

Proposal Description

Stream Buffer Reduction

Applicant Signature: Hugh S. Tully Date: 02/01/2024

Planner Signature: Samantha Rust Date: 02/01/2024