



**OFFICE OF ZONING AND DEVELOPMENT**

55 Trinity Avenue S.W., Suite 3350

Atlanta, Georgia 30303

(404) 330-6145

APPLICATION #: **V-26-152**

DATE ACCEPTED: **09/16/2026**

**NOTICE TO APPLICANT**

Address of Property:

**307 14Th ST NW**

City Council District: **3** Neighborhood Planning Unit (NPU): **E**

Board of Zoning Adjustment (BZA) Hearing Date:

**Thursday, November 12, 2026 at 12:00 p.m.**

Council Chambers, 2nd Floor, City Hall  
55 Trinity Avenue, S.W.

The contact person for NPU E is:

**Nabil Hammam**

**404-886-8448**

**agenda@npueatlanta.org**

Contact info for adjacent NPUs is provided below if necessary:

Please click the link below to access the directory designated as the "meeting location."

[www.atlantaga.gov/government/departments/city-planning/neighborhood-planning-units/neighborhood-and-npu-contacts](http://www.atlantaga.gov/government/departments/city-planning/neighborhood-planning-units/neighborhood-and-npu-contacts)

Please contact the person(s) listed above within five days to find out which meetings you will be required to attend before the next NPU meeting. If you are unable to reach the contact person, please call the city's NPU Coordinator at 404-330-6637.

Signed,

*Niana McCullum*

NM, for Director, Office of Zoning and  
Development

*Karen K. Scott*

Karen Scott

**V-26-152**





# APPLICATION FOR BOARD OF ZONING ADJUSTMENT

Please mark "X" next to the type of application(s) you are submitting:

|                              |   |
|------------------------------|---|
| Variance                     | X |
| Special Exception            |   |
| Variance & Special Exception |   |

V-26-152



Date Filed 9/14/26

Application Number \_\_\_\_\_

Name of Applicant Karen Kenner Scott

Daytime Phone 404-919-9624

Company Name (if applicable) The Scott Law Firm, LLC email kscott@scottlawga.com

Address 2310 Parklake Drive, Atlanta, GA 30345

street city state zip code

Name of Property Owner Hazleton Family LLLP

Phone 404-561-1516

Address 1704 Meadowdale Avenue NE, Atlanta, GA 30306

street city state zip code

## Description of Property

Address of Property 307 14th Street NW, Atlanta, GA 30318

street city state zip code

Area: 0.16 acres Land Lot: 107 District: 17, Fulton County, GA.

Property is zoned: C-2, Council District: 3, Neighborhood Planning Unit (NPU): E

TO THE BOARD OF ZONING ADJUSTMENT: Applicant, having received a preliminary plan review from the Office of Zoning and Development prior to seeking a building permit or certificate of occupancy, hereby requests that the Board of Zoning Adjustment grant a Variance or Special Exception.

I hereby authorize the staff of the Office of Zoning and Development to inspect the premises of the above-described property. I understand that it is my responsibility to post a public notice sign on the property according to the instructions given to me by the Office of Zoning and Development upon filing this application. I swear that all statements herein and attached hereto are true and correct to the best of my knowledge and belief.

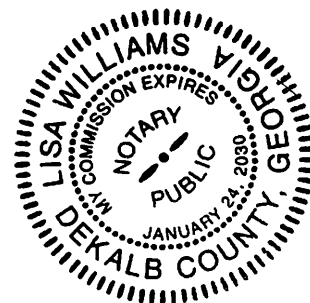
Owner or Agent for Owner (Applicant)

Will Hazleton, General Partner

Print Name of Owner

Sworn To And Subscribed Before Me This 9 Day Of Sept, 2026.

NOTARY PUBLIC



plete responses must be provided for ALL questions. Incomplete applications will not be  
ce below may be utilized or responses may be submitted as a separate attachment. Specific  
pproval of variances may be found on page 7. **The justification must address the criteria.**

Is the property described in this application subject to a pending application or ordinance for a Rezoning or Special Use Permit? \_\_\_\_\_YES ☒ \_\_\_\_\_NO. **(If yes, the variance/special exception request will be rescheduled to a hearing following the final approval by City Council & the Mayor).** Please provide the relevant zoning application number associated with the subject property: \_\_\_\_\_.

Reduce required transitional rear yard from 20 feet to 5 feet.

Retain 15 feet of paving for existing law-office parking and circulation.

Remove hard surface and landscape the rear five-foot strip. See attachment.

N/A covered square feet / N/A total lot square feet = N/A % proposed lot coverage

**Variance Criteria** (*see page 6 for detailed criteria*):

- 1) What are the extraordinary and exceptional conditions pertaining to the particular piece of property in question (size, shape or topography)? See attached.
- 2) How would the application of the Zoning Ordinance of the City of Atlanta to this particular piece of property create an unnecessary hardship? See attached.
- 3) What conditions are peculiar to this particular piece of property? See attached.
- 4) Submit facts to show that relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the Zoning Ordinance of the City of Atlanta. See attached.

## AUTHORIZATION BY PROPERTY OWNER

(Required only if the applicant is not the owner of the property subject to the proposed application.)

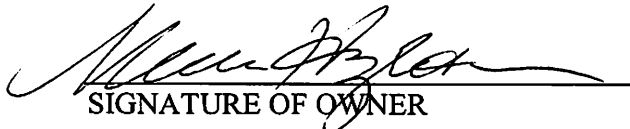
(Please print clearly. Must be the original document. A copy will not be accepted.)

I, Hazleton Family LLLP (OWNER'S NAME) SWEAR AND AFFIRM THAT I AM THE OWNER OF THE PROPERTY AT 307 14th Street NW (PROPERTY ADDRESS). AS SHOWN IN THE RECORDS OF Fulton County COUNTY, GEORGIA, WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I AUTHORIZE THE PERSON NAMED BELOW TO FILE THIS APPLICATION AS MY AGENT.

### NAME OF APPLICANT:

LAST NAME Scott FIRST NAME Karen Kenner  
ADDRESS 2310 Parklake Drive SUITE \_\_\_\_\_  
CITY Atlanta STATE GA ZIP CODE 30345

OWNER'S TELEPHONE NUMBER: 404-561-1516

  
SIGNATURE OF OWNER

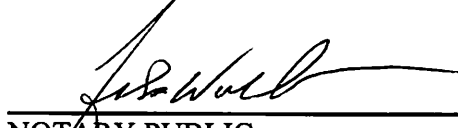
Will Hazleton, General Partner

PRINT NAME OF OWNER

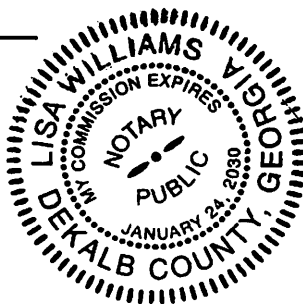
**V-26-152**



PERSONALLY APPEARED BEFORE ME THE ABOVE NAMES, WHO SWEARS THAT THE INFORMATION CONTAINED IN THIS AUTHORIZATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
NOTARY PUBLIC

DATE 9/16/2026



# DETAILED VARIANCE JUSTIFICATION

307 14th Street NW, Atlanta, Georgia 30318

## V-26-152

|                           |                                                               |
|---------------------------|---------------------------------------------------------------|
| <b>Applicant / Agent</b>  | Karen Kenner Scott, The Scott Law Firm, LLC                   |
| <b>Property Owner</b>     | Hazleton Family LLLP                                          |
| <b>Parcel</b>             | 17 010800060140                                               |
| <b>Property Data</b>      | 0.16 acre; Land Lot 107; 17th District; Fulton County         |
| <b>Zoning / Planning</b>  | C-2; Council District 3; NPU E                                |
| <b>Variance Provision</b> | City of Atlanta Zoning Ordinance § 16-12.006(3)(b)            |
| <b>Revised Request</b>    | Reduce the required 20-foot transitional rear yard to 5 feet. |



## Referral Certificate Request Language

To reduce the required transitional rear yard from 20 feet to 5 feet.

## Project Summary and Revised Scope

The owner seeks limited relief for an existing C-2 property improved with a one-story building used as a law office. The existing building occupies much of the southern and western portions of this small, narrow lot. The rear paved area supplies the parking, maneuvering, and turnaround space needed for the office use.

The revised proposal preserves a five-foot transitional rear yard along the surveyed rear property line. Across the width of the property, the owner proposes to remove concrete and any other hard surface from the approximately five-foot strip between the property line and the rear edge of the existing parking bumpers. The strip will be landscaped with grasses and shrubs.

The remaining approximately 15 feet of the present paved area within the otherwise required 20-foot yard would continue to serve the law office's existing parking and circulation needs. No building expansion or expansion of the paved footprint is proposed as part of this request.

## Relationship to Prior Application V-26-086

The City accepted prior variance application V-26-086 on June 2, 2026. A prospective purchaser, through its counsel, submitted that application and requested reduction of the transitional rear yard from 20 feet to 0 feet. That application was later withdrawn. This is a new, owner-sponsored filing through Karen Kenner Scott as agent for Hazleton Family LLLP. It narrows the requested relief to a reduction from 20 feet to 5 feet and adds pavement removal and landscaping within the rear five-foot strip.



## VARIANCE CRITERIA

### 1. What are the extraordinary and exceptional conditions pertaining to the particular piece of property in question (size, shape or topography)?

The property is only approximately 0.16 acre and has a narrow configuration. It is already improved with an existing one-story building positioned across much of the southern and western portions of the site. Those fixed conditions materially limit the land available for code-compliant off-street parking and vehicle circulation. The dimensional constraint arises from the lot and the established building placement, not from the owner's revised proposal.

### 2. How would the application of the Zoning Ordinance of the City of Atlanta to this particular piece of property create an unnecessary hardship?

Strict enforcement of the full 20-foot transitional rear yard would require removal of the rear parking and maneuvering area to a degree that would leave the existing law office without adequate functional parking and turnaround space. Relocating that capacity elsewhere on the parcel is not practical because of the lot's small size, narrow shape, and the footprint and placement of the existing building. The requested relief is limited to the minimum the owner believes will preserve workable on-site circulation while creating a meaningful landscaped separation at the rear.

### 3. What conditions are peculiar to this particular piece of property?

The combined conditions—approximately 0.16-acre area, narrow lot geometry, established building footprint, and limited alternative area for parking and maneuvering—are peculiar to this parcel. The rear paving has also existed for almost 40 years. A 2018 private development agreement between Hazleton Family LLLP and Judy B. Byrd addressed the common boundary, fencing, parking bumpers, parking limits, and truck-parking signage. The existing parking bumpers were placed in accordance with that agreement, and the parties do not dispute the property line established by the 2018 survey.

### 4. Submit facts to show that relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the Zoning Ordinance of the City of Atlanta.

Granting the limited relief would not substantially harm the public good or impair the ordinance's purposes. The proposal improves the existing rear-edge condition by replacing an approximately five-foot-wide impervious strip with landscaped grasses and shrubs across the property's width. The five-foot landscaped yard, existing boundary treatment, and parking bumpers provide separation from the adjoining residential property while the remaining pavement continues to support an existing office use. The proposal does not expand the building, intensify the approved office use, or enlarge the paved footprint.

### Proposed Conditions of Approval

1. The required 20-foot transitional rear yard shall be reduced to no less than 5 feet.
2. All concrete, pavement, gravel, and other hard surface within the rear five-foot strip shall be removed across the width of the property.
3. The rear five-foot strip shall be planted and maintained with grasses and shrubs, subject to final landscape and site plans accepted by the City.
4. Existing parking bumpers shall be maintained at the interior edge of the landscaped strip, consistent with the final site plan.
5. The relief shall apply only to the existing law-office parking and circulation footprint; no building expansion or increase in paved area is authorized by this variance.
6. Existing rear screening and fencing shall be maintained, and no new exterior lighting shall be directed toward the adjoining residential property.

### Lot Coverage

The proposed lot coverage fields are marked N/A because the application concerns an existing developed site and does not propose new construction, additional paving, or expansion of the existing building or paved footprint. The proposal instead

removes hard surface from the rear five-foot strip and converts that area to landscaping.

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THIS PLAT OF SURVEY IS A RETRACEMENT SURVEY OF AN EXISTING PARCEL OF LAND; THEREFORE, NO ADDITIONAL CITY OR COUNTY APPROVALS ARE REQUIRED SHOULD THE OWNER OR PURCHASER DECIDE TO RECORD SAID SURVEY WITH THE CLERK OF THE SUPERIOR COURT. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB 1004 (2016), IN THAT WHERE CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF LAW PREVAIL.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,972 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,335,484 FEET.

A NIKON DTM-420 TOTAL STATION WAS USED TO OBTAIN ANGULAR AND LINEAR MEASUREMENTS.

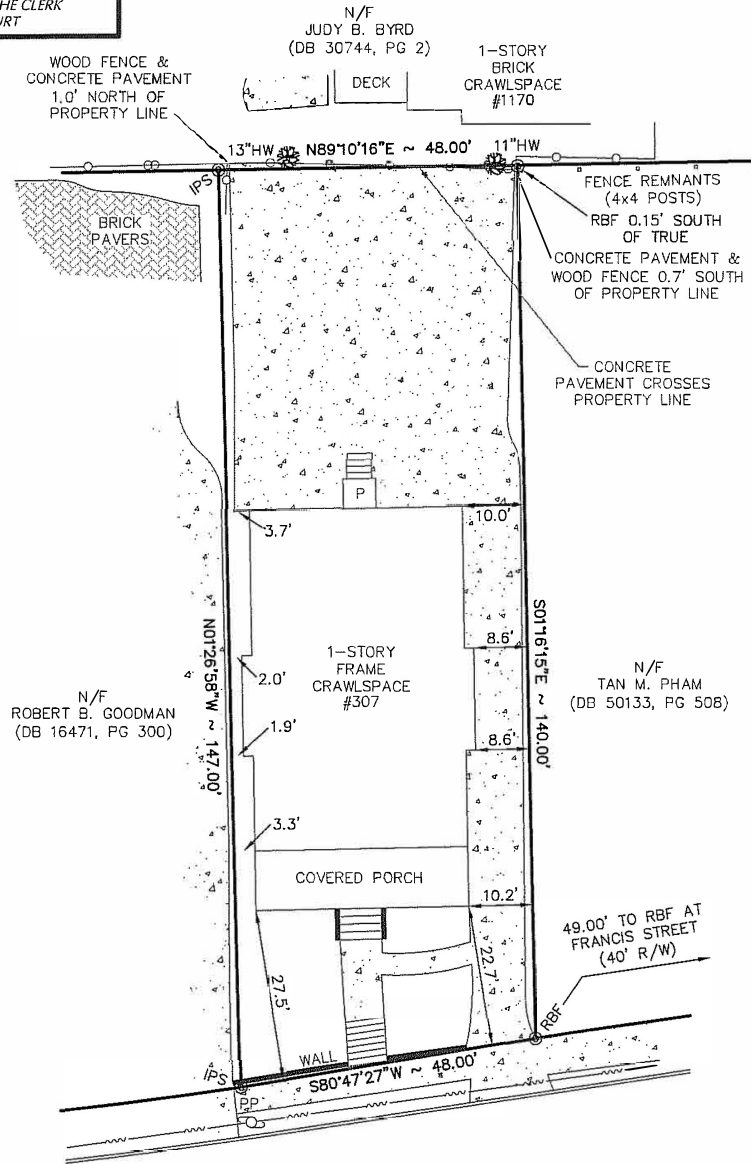
THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A. SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD INSURANCE RATE MAP #13121C0242F, EFFECTIVE DATE: 09-18-2013

AREA = 0.16 ACRE

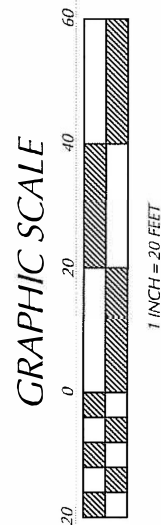
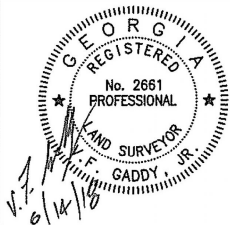
THERE ARE NO SETBACK LINES SHOWN HEREON. THIS PROPERTY IS SUBJECT TO REDEVELOPMENT SETBACKS BASED ON ITS CURRENT ZONING. CONFIRM THE ZONING AND ANY APPLICABLE SETBACKS WITH CITY OF ATLANTA PRIOR TO ANY CONSTRUCTION ACTIVITY.

THIS BLOCK RESERVED FOR THE CLERK  
OF THE SUPERIOR COURT

| LEGEND |                              |
|--------|------------------------------|
| IPS    | IRON PIN SET<br>(1/2" REBAR) |
| RBF    | REBAR FOUND                  |
| CTF    | CRIMP TOP FOUND              |
| OTF    | OPEN TOP FOUND               |
| JB     | JUNCTION BOX                 |
| R/W    | RIGHT-OF-WAY                 |
| B.L.   | BUILDING LINE                |
| P      | PROPERTY LINE                |
| CB     | CATCH BASIN                  |
| HW     | HEADWALL                     |
| SSMH   | SEWER MANHOLE                |
| -X-    | FENCE                        |
| L.L.L. | LAND LOT LINE                |
| O.L.L. | ORIGINAL LOT LINE            |
| D.E.   | DRAINAGE EASMENT             |
| S.E.   | SEWER EASMENT                |
| U.E.   | UTILITY EASMENT              |
| C.L.   | CHAIN LINK                   |
| PP     | POWER POLE                   |
| DI     | DROP INLET                   |
| LP     | LIGHT POLE                   |
| EP     | EDGE OF PAVEMENT             |
| C      | CENTERLINE                   |



14TH STREET ~ 60' RW



SURVEY FOR:  
**HAZLETON FAMILY LLLP**  
307 14TH STREET  
LAND LOT 107 ~ 17TH DISTRICT  
CITY OF ATLANTA  
FULTON COUNTY, GEORGIA

PROPERTY KNOWN AS:  
PART OF LOT 50  
FRANCIS PROPERTY  
(DEED BOOK 41588, PAGE 381)  
(PLAT BOOK 4, PAGE 146)

SURVEY DATES:  
FIELD COLLECTION:  
6/13/18  
MAP PRODUCTION:  
6/14/18



**GADDY SURVEYING  
& DESIGN, INC.**

1215 PLEASANT HILL ROAD  
LAWRENCEVILLE, GEORGIA 30044  
PHONE - (770) 931-5920  
FAX - (770) 931-5903

L.S. CERTIFICATE OF AUTHORIZATION #LS00101-I  
P.E. CERTIFICATE OF AUTHORIZATION #PEF005450



**V-26-152**

City of Atlanta | Department of City Planning  
**OFFICE OF ZONING  
& DEVELOPMENT**

**RECEIVED**

DATE: 9/16/2026

**RECEIVED**

DATE: 9/16/2026

R88724

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 107 of the 17th District, Fulton County, Georgia, and being a part of Lot 50 of the Francis Property as shown on plat recorded in Plat Book 4, Page 146, Fulton County, Georgia records and more particularly described as follows:

BEGINNING at a one-half inch rebar found on the northerly right-of-way of Fourteenth Street (60 foot right-of-way) 49 feet west of the intersection of the northerly right-of-way line of Fourteenth Street and the westerly right-of-way line of Francis Street, as measured along the northerly right-of-way of Fourteenth Street; thence running along the northerly right-of-way of Fourteenth Street South 80 degrees 47 minutes 27 seconds West a distance of 48 feet to a one-half inch rebar set; thence leaving said right-of-way and running North 01 degrees 26 minutes 58 seconds West a distance of 147.0 feet to a one inch pipe found; thence running North 89 degrees 10 minutes 16 seconds East a distance of 48 feet to a one inch pipe found; thence running South 01 degrees 16 minutes 15 seconds East a distance of 140.0 feet to the one-half inch rebar found at the point of Beginning; being improved property and known as No. 307 Fourteenth Street, N.W., according to the present system of numbering houses in the City of Atlanta, Georgia, as per Plat of survey for Steven L. Leibel-Hazelton by William W. DeLoach, Georgia Registered Land Surveyor No. 1711, dated December 7, 1987, revised November 28, 1988.

*1/11/11*

4486J

Deed Book 59194 Pg 3339

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Deed Book 59194 Ps 391  
Filed and Recorded Sep-11-2018 01:06pm  
2018-0242814  
Georgia Intangible Tax Paid \$0.00  
CATHELENE ROBINSON  
Clerk of Superior Court  
Fulton County, Georgia

**AFTER RECORDING RETURN TO:**  
Giacoma Roberts & Daughdrill, LLC  
Attn: Brian E. Daughdrill  
945 E Paces Ferry Road NE, Suite 2750  
Atlanta, Georgia 30326

**CROSS REFERENCE:**  
Deed Book: 30744, Page 02  
Deed Book: 41588, Page 381-82

**PRIVATE DEVELOPMENT AGREEMENT**

**THIS PRIVATE DEVELOPMENT AGREEMENT** ("Agreement") is made this 7<sup>th</sup> day of September, 2018, by and between Hazleton Family LLLP ("Hazleton" or "Owner") owning real property located at 307 14<sup>th</sup> Street NW, City of Atlanta, Fulton County, Georgia in favor of Judy B. Byrd ("Byrd" or "Beneficiary") owning real property adjacent to the Hazleton property and located at 1170 Francis Street, NW, City of Atlanta, Fulton County, Georgia (Hazleton and Byrd may collectively be referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, Hazleton is the sole owner in fee simple of certain real property in Fulton County, Georgia, more particularly described in its Deed dated December 21, 2005, and recorded at Deed Book 41588, Page 381-82 in the Fulton County records, the legal description of which is incorporated herein by this reference (the "Hazleton Property"); and

**WHEREAS**, Byrd is the sole owner in fee simple of certain real property in Fulton County, Georgia, more particularly described in her Deed dated July 13, 2001, and recorded at Deed Book 30744, Page 2 in the Fulton County records, the legal description of which is incorporated herein by this reference (the "Benefitted Property"); and

**WHEREAS**, the present zoning of the Hazleton Property is C-2 and the present zoning of the Benefitted Property is R-4 under the current Zoning Ordinance of the City of Atlanta, which Zoning Ordinance imposes, in Section 16.12.006(3)(2) a rear-yard setback of 20-feet on C-2 property where adjacent to a residential (R) district which setback is not to be used for parking, paving or servicing of the commercial property. This provision of the City of Atlanta Zoning Ordinance has been substantially unchanged since at least 1977 and was readopted in 1995 and is also the present restriction on the Hazleton Property; and

**WHEREAS**, in 1988, Hazleton (or its related predecessor in title) caused its rear yard to be paved, a portion of which includes an area identified as the 20-foot rear yard setback, and now

permits parking thereon, and Byrd takes exception to parking that occurs in the five 5) parking spaces located along the shared boundary line between the two properties due to traffic on the Hazleton Property and disrepair to the fence located along the shared boundary between the two properties (the "Dispute"); and

**WHEREAS**, Byrd and Hazleton agree that the dispute can and should be resolved as provided for herein to avoid the uncertainty and expense of litigation; and

**WHEREAS**, by this Agreement, Hazleton and Byrd mutually intend to recite, in recordable form, the terms of the agreed upon resolution; and

**NOW, THEREFORE**, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Hazleton to Byrd at or before the signing of the Agreement, the mutual intentions expressed in the foregoing recitals, the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Hazleton freely and voluntarily agrees, on behalf of itself and the Hazleton Property, and on behalf of its members, partners, officers, directors, employees, managers, attorneys, successors and assigns, to comply with and be bound by the provisions recited herein and for such provisions to bind and run with the land. Upon the recordation hereof, Byrd shall be entitled to enforce this Agreement as provided for herein.

1. **Purpose.** It is the purpose of this Agreement to assure that the use of the Hazleton Property, in its present form and operation, including the existing pavement and parking spaces within the 20-foot rear-yard setback, will, to the maximum extent possible, be conducted in a manner to protect and preserve the safety and quiet enjoyment of both the Benefitted Property and the Hazleton Property and to limit any use of the Hazleton Property that will significantly impair or interfere with the quiet enjoyment of the Benefitted Property. The Parties intend that this Agreement will confine certain uses of the Hazleton Property as are consistent with the purpose of this Agreement.

2. **Rights of Byrd.** To accomplish the purpose of this Agreement the following commitments are made by Hazleton and Hazleton agrees to be bound under the terms of this Agreement:

- a. Hazleton shall, within forty-five (45) days of mutual execution hereof, cause to be repaired or replaced, at its sole cost and expense, those components of the fence along the shared boundary line of the Hazleton Property and the Benefitted Property as more particularly described in the survey of the Hazleton Property dated June 14, 2018, prepared by Gaddy Surveying and Design and appended hereto as Exhibit "A-1" and incorporated herewith (hereinafter "Survey"), including but not limited to installing new fence posts to replace all damaged, broken or decayed fence posts, each anchored with

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new concrete footers poured for support and further to repair or replace any damaged, broken or decayed slats with new fence slats so that the finished side faces the Benefitted Property. Byrd authorizes entry onto the Benefitted Property solely for the purpose of installing and maintaining such fencing; provided, however, Hazleton or its successors shall exercise all practical care to preserve and protect all landscaping and other improvements on the Benefitted Property and to timely restore any landscaping or other improvement damaged thereby. Thereafter, Hazleton and/or its successors shall maintain the fence in good repair along the shared boundary line at its sole cost and expense.

b. Hazleton shall, at its sole cost and expense and within forty-five (45) days of mutual execution hereof, install and maintain standard pre-cast concrete (or other comparably-durable, industry-recognized material) parking bumpers (a minimum of 6' long, 9" wide, and 5" high). Such bumpers shall be located as follows: (1) for the parking space located at the northwest corner of the Hazleton Property (denoted with a "\*" on the Survey attached as Exhibit A-1) such bumper (as measured to the center of the bumper) shall be located a minimum of five feet (5') off the current location of the fence (as depicted on the Survey, Exhibit A-1; and (2) for the remaining four (4) spaces (denoted with a 1-4 on the Survey attached as Exhibit A-1) presently maintained along the shared boundary line between the Hazleton Property and the Benefitted Property, such bumpers shall be located a minimum of four feet (4') off the fence (to the center of such bumpers) to ensure and maintain adequate spacing from any vehicles parking along the shared boundary line in any of the existing five spaces. Such bumpers shall be permanently affixed to the parking lot by an industry-recognized method (rebar, bolt or suitable construction adhesive) which bumpers shall be permanently maintained by Hazleton or its successors for so long as pavement and parking are located within the 20-foot rear yard setback. Hazleton shall further install appropriate signage directing any truck or other comparably-sized vehicles to park in the single parking space at the northwest corner of the Hazleton Property described above and restricting the remaining four (4) spaces on the shared boundary line to cars.

c. No more than the current five parking spaces located along the shared boundary of the Properties will be permitted as denoted on the Survey, on Exhibit A-1, each one to have the above-mentioned bumper to be maintained as provided for above.

3. **Rights of Hazleton and its successors.** Provided each of the foregoing obligations of Hazleton and/or its successors is complied with in accordance with the above terms and the use, substantially similar to the office use presently occupying the Hazleton Property, Byrd, on behalf of herself, her heirs, successors and assigns, agrees to the following conditions. "Substantially similar" as used herein shall mean a use closely resembling the current office use and/or any other business use of the existing structure where the intensity of such use is equal to or less than the current intensity of use, i.e., no sustained, substantial change/increase in the hours of operation:

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a. Byrd will not oppose a variance request and will provide a letter reciting such non-opposition related to Hazleton or its successors or assigns legitimating the existing parking and pavement within the 20-foot rear yard setback in connection with the existing or substantially similar use of the existing structure; provided, however, either this Agreement would remain in effect following the grant of such variance or Hazleton or its successors would stipulate and agree that Conditions 2(a) through 2(c) would be made an express condition of the variance request before the appropriate board or reviewing agency; and

b. Byrd will, except for enforcement of this Agreement and premised upon the above conditions and compliance hereunder by Hazleton, waive and release her objection to and claim related to the alleged zoning violation described above for the existing parking and pavement within the 20-foot rear yard setback required under the C-2 zoning. Byrd will, upon signature of this Agreement by both parties, promptly dismiss with prejudice her complaint now pending in the Superior Court of Fulton County, CAF# 2018CV304887.

4. Nothing in this Agreement abridges, restricts, addresses or releases any other claims, right or causes of action by either party to this Agreement except as provided for herein. This Agreement shall not restrict future requests by Hazleton or its successors to the City of Atlanta for other rights, permits, rezonings, variances or other requests under the applicable Zoning Ordinance or release, restrict or preclude Hazleton or its successors or assigns, from exercising any and all rights under the U.S. Constitution, Georgia Constitution or Georgia law with respect to their use of the Hazleton Property, nor shall any aspect of this Agreement release, restrict or preclude Byrd, or her successors or assigns, from exercising any and all rights under the U.S. Constitution, Georgia Constitution or Georgia law with respect to opposition or support of such requests if it changes the use, intensity or further encroaches on the rear yard setback, which, other than a potential variance request outlined in Section 3(a) of this agreement, rights are expressly not a part of this Agreement.

5. **Encroachment.** The parties acknowledge that the Survey attached hereto as Exhibit A-1 depicts a portion of the fence and paving from the Hazleton Property encroaching on and along a portion of the shared boundary line with the Benefitted Property. For and in consideration of this Agreement and the recitals contained herein, the Parties agree that such encroachment is permissive in origin and nature and may remain in its present location for so long as the current use of the Hazleton Property (for the existing or substantially similar use of the existing structure) is continued under this Agreement; provided, however, in the event the Hazleton Property is redeveloped, such encroachment then will be removed. The Parties agree that such permissive use does not and shall not be argued to establish, recognize, grant or convey any interest in the underlying fee of the Benefitted Property beyond the rights expressly described herein and the Parties disavow any other right, claim or demand related thereto.

6. **Reserved Rights.** Except as expressly set forth or conditioned herein and except as presently occurring on the Hazleton Property, each of the Parties reserves to itself or herself, and

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to its personal representatives, heirs, successors, and assigns, all other rights accruing from their ownership of their respective Property, including the right to engage in or permit or invite others to engage in all uses of their respective Property that are not expressly prohibited herein or to object to the others development, use, or reuse of their respective Property in a manner inconsistent with their present uses.

7. **Byrd Remedies.** If Byrd or her successors and assigns determines that Hazleton or its successors or assigns is in violation of the terms of this Agreement or that a violation is threatened, Byrd shall give written notice to Hazleton, delivered personally to William Hazleton, as the representative of Hazleton, or mailed via U.S.P.S. certified mail, return receipt requested, or sent via statutory overnight delivery to Hazleton Family LLLP, 1704 Meadowdale Avenue NE, Atlanta, GA 30306 or give written notice to Hazleton's counsel or such other representative delivered personally to said counsel or such other representative of Hazleton, or mailed via U.S.P.S. certified mail, return receipt requested, or sent via statutory overnight delivery to Hazleton's counsel or such other representative of Hazleton at such address as may be provided by Hazleton to Byrd in writing, of such violation or threatened violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Benefitted Property resulting from any use or activity inconsistent with the provisions of this Agreement, to restore the portion of the Property so injured. Any change of address of either Hazleton, Hazleton's counsel or such other representative of Hazleton will be provided to Byrd in writing. If Hazleton or its successors fails to cure the violation within thirty (30) days after receipt of written notice thereof from Byrd or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, unless such delay in effecting a cure occurs through no fault of Hazleton including "Acts of God" or through the fault or inability of a contractor or any third party or any other factor not within the control of Hazleton; then Byrd or her successors or assigns may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement or injury and to require the restoration of the conditions on the Hazleton Property to the condition that existed prior to any such injury or violation. Byrd's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement, and Hazleton agrees that Byrd's remedies at law for any violation of the terms of this Agreement are inadequate and that Byrd shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Byrd may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Each party further agrees that the only permitted objection that it may raise in response to any action for any such equitable relief is that it contests the existence of a breach or threatened breach of this Agreement. Byrd's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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8. **Costs of Enforcement.** Any costs incurred by a party in enforcing the terms of this Agreement against the other, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by a violation of the terms of this Agreement shall be borne by the losing party.

9. **Discretion.** Enforcement of the terms of this Agreement shall be at the discretion of either party, and any forbearance by either to exercise its rights under this Agreement in the event of any breach of any term of this Agreement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Agreement or of any such party's rights under this Agreement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

10. **Access.** No right of access by the general public or by Byrd, or any agent, representative, or contractor of Byrd to any portion of the Hazleton Property is conveyed by this Agreement.

11. **Costs and Liabilities.** Hazleton retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the improvements on the Hazleton Property described and required herein including the fence and parking bumpers.

12. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Agreement impossible to accomplish, either the Byrd or the Hazleton Property is rezoned or otherwise designated by the City of Atlanta in a manner which renders the purposes of this Agreement moot (other than the grant of a variance discussed in Paragraph 3 above), the Agreement may be terminated or extinguished, whether in whole or in part, by written agreement between the parties or their successors or assigns or by judicial proceedings in a court of competent jurisdiction.

13. **Subsequent Transfers.** The Parties each on their own behalf and their respective successors and assigns, agree to incorporate the terms of this Agreement in any Agreement or other legal instrument by which it divests itself of any interest in all or a portion of its respective Property, including, without limitation, a leasehold interest. The failure of either Party to perform any act required by this Paragraph shall not impair the validity of this Agreement or limit its enforceability in any way.

14. **Recordation.** Hazleton and Byrd agree that this Agreement shall be promptly recorded by Byrd in the Office of the Clerk of the Superior Court of Fulton County, Georgia at Byrd's sole cost and expense.

15. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia.

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(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of effecting the purpose of this Agreement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby unless the provision so invalidated defeats the essential purpose of this Agreement.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Agreement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless made in writing recorded with equal dignity to this Agreement.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Hazleton's title in any respect.

(f) Successors and Assigns; Covenants, Etc. Run With Land. Unless terminated, extinguished, or otherwise mooted, the covenants, terms, conditions and restrictions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as a servitude running with the Hazleton Property in perpetuity and be enforceable against Hazleton and all present and future owners, tenants and other holders of any interest in the Hazleton Property. The benefits herein conferred upon each party shall be in gross and assignable by the respective parties. The terms "Hazleton" and "Byrd", when used herein, shall be deemed to refer to Hazleton or Byrd, as the case may be, and its personal representatives, heirs, executors, administrators, successors and assigns.

(g) Termination of Rights and Obligations. A party's personal rights and personal obligations under this Agreement terminate upon transfer of the party's interest in this Agreement or Property to another then subject to the Agreement as a successor in interest except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

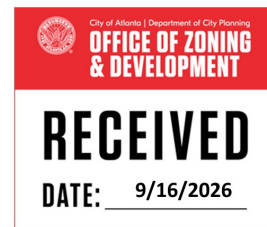
V-26-152



### SCHEDULE OF EXHIBITS

A-1. Survey prepared by Gaddy Surveying Design, dated June 14, 2018, and showing five parking spaces on the shared boundary line.

**V-26-152**

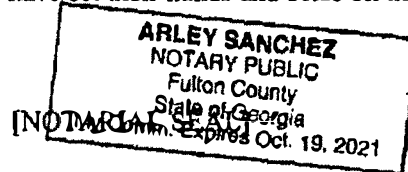


(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Hazleton's and Byrd's Representations and Warranties. Hazleton hereby represents and warrants that it owns the Hazleton Property in fee simple and has good right to grant and agree to the conditions set forth in the Agreement, that the Hazleton Property is free and clear of any and all encumbrances. Byrd hereby represents and warrants that she owns the Benefitted Property in fee simple and has good right to grant and agree to the conditions set forth in the Agreement. Further, each Party and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of the Agreement.

IN WITNESS WHEREOF Hazleton and Byrd have set their hands and seals on the day and year first above written.

Signed, sealed and delivered before me this  
day of 6<sup>th</sup> Sep, 2018.



Hazleton Family LLLP

Witness

Notary Public

My Commission Expires: Oct 19, 2021

(SEAL)

By: WILLIAM HAZLETON  
Title: MANAGING PARTNER

Signed, sealed and delivered before me this  
day of September, 2018.

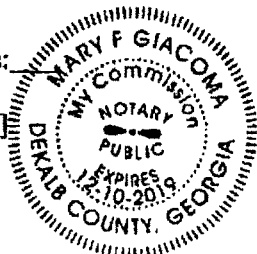
Judy B. Byrd

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]



8

V-26-152



Taken from the south east corner, looking to the northwest.



Taken from the northwest looking toward the southeast.



Taken from the north east looking to the southwest.





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**Re: Insufficient for Submittal: 307 14TH ST NW, PLN-ONLINE-26-001963, BZA Application**

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**From** Blatch, Angela M <ablatch@AtlantaGa.Gov>

**Date** Wed 9/16/2026 10:46 AM

**To** McCullum, Niena <nmccullum@AtlantaGa.Gov>; Karen Scott <kscott@scottlawga.com>

**Cc** Goodman, Rhonda R <RRGoodman@AtlantaGa.Gov>; Brown, Lisheba <LNBrown@AtlantaGa.Gov>

Good morning,

Niena, the acceptance of this site plan was previously approved by Keyetta. Please move forward with the intake of the application.

Best,

**Angela Blatch**

*Assistant Director, Office of Zoning and Development  
Secretary, Board of Zoning Adjustment*



Department of  
**CITY PLANNING**

55 Trinity Avenue, S.W., Suite 3350  
Atlanta, GA 30303

**Office:** 404-546-1984

**Email:** [ablatch@atlantaga.gov](mailto:ablatch@atlantaga.gov)

**eFax:** 404-494-1526



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**From:** McCullum, Niena <nmccullum@AtlantaGa.Gov>

**Sent:** Wednesday, September 16, 2026 9:14 AM

**To:** Karen Scott <kscott@scottlawga.com>; Blatch, Angela M <ablatch@AtlantaGa.Gov>

**Cc:** Goodman, Rhonda R <RRGoodman@AtlantaGa.Gov>; Brown, Lisheba <LNBrown@AtlantaGa.Gov>

**Subject:** Re: Insufficient for Submittal: 307 14TH ST NW, PLN-ONLINE-26-001963, BZA Application

Hi Karen,

I see where application **V-26-086** was processed without a Site Plan.

However, you now have a new submission **PLN-ONLINE-26-001963**. Therefore, approval of "No Site Plan" will need to be obtained for this submission.

Please standby as I have included Asst Dir Angela Blatch on this email for approval to move forward without a sealed site plan.

The documents for PLN-ONLINE-26-001963 are attached for review.

Thank you.

Please let me know if you have any questions.

Thank you for your patience and understanding. Have a great day and stay safe!!

Warm Regards,

Niena McCullum | Permit Technician, Lead  
City of Atlanta | Office of Zoning and Development  
55 Trinity Avenue SW, 3rd FL, Suite 3350 | Atlanta, GA 30303  
p: 470.727.5418 | e: [nmccullum@atlantaga.gov](mailto:nmccullum@atlantaga.gov) | eFax: 404.526.8530



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**From:** Karen Scott <kscott@scottlawga.com>  
**Sent:** Wednesday, September 16, 2026 8:00 AM  
**To:** McCullum, Niena <nmccullum@AtlantaGa.Gov>  
**Subject:** [EXTERNAL] Re: Insufficient for Submittal: 307 14TH ST NW, PLN-ONLINE-26-001963, BZA Application

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**This Message Is From an External Sender**

This message came from outside your organization.

Good morning,

It was a pleasure speaking with you by phone yesterday afternoon regarding the BZA application for 307 14th Street NW. I am following up regarding the site plan deficiency identified for PLN-ONLINE-26-001963.

Before submitting anything further, I wanted to provide some additional background regarding the site plan. This property previously went through the BZA application process, and City staff expressly authorized the applicant to use the professionally prepared survey as the site plan. The correspondence included in the prior application file states, "Per, Keyetta, allow Jessica to move forward with the survey attached to suffice as site plan." The applicant had specifically asked whether the survey could be used because no new improvements were proposed. The City subsequently accepted that application as V-26-086.

The circumstances remain the same. The variance concerns the existing paved parking area and seeks relief from the 20-foot transitional rear yard requirement so that the existing parking condition may remain. There is no new construction, paving, parking, or other development proposed as part of the application.

The survey previously accepted by the City was professionally prepared by Gaddy Surveying & Design and depicts the existing building, pavement, property boundaries, and other existing site conditions relevant to the variance request.

Given the City's prior approval of this survey as sufficient for the site plan requirement for this property, please confirm that we may submit the same survey with the current application. If additional information is now required to be shown on the survey, please let me know specifically what information is needed so that we can have it addressed.

We are happy to provide any additional information necessary for review. I simply want to make sure we understand what is required, particularly since the City previously determined that this survey was sufficient for the same property and variance request.

Thank you again for your time yesterday and for your assistance with this matter.

Sincerely,

Karen Scott, Esq.  
The Scott Law Firm, LLC

**V-26-152**



On Tue, Sep 15, 2026 at 4:37 PM McCullum, Niena <[nmccullum@atlantaga.gov](mailto:nmccullum@atlantaga.gov)> wrote:

Hi Karen,

**PLEASE READ THIS EMAIL THOROUGHLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR APPLICATION.**

It is our pleasure to inform you that we received your submission for an **BZA Application** located at **307 14TH ST NW**.

Based on our review of your application, there were deficiencies found within your application.

Therefore, **PLN-ONLINE-26-001963** has been closed due to deficiencies listed below. Please re-submit a new application with all required documents.

Your deficiencies are as follows:

- **Site Plan:** We require a professionally sealed and signed site plan that shows the proposed scope of work in detail. It must also be to scale.
- Please do not upload into this submission. This submission is now closed. Please re-submit a new application with all required documents.

Please let me know if you have any questions.

Thank you for your patience and understanding. Have a great day and stay safe!!

Warm Regards,

Niena McCullum | Permit Technician, Lead

City of Atlanta | Office of Zoning and Development  
[55 Trinity Avenue SW, 3rd FL, Suite 3350](#) | Atlanta, GA 30303  
p: [470.727.5418](tel:470.727.5418) | e: [nmccullum@atlantaga.gov](mailto:nmccullum@atlantaga.gov) | eFax: [404.526.8530](tel:404.526.8530)

--

Karen Kenner Scott

The Scott Law Firm, LLC

The Northlake Office Park

2310 Parklake Drive Suite 386

Atlanta, GA 30345

Email: [kscott@scottlawga.com](mailto:kscott@scottlawga.com)

Website: [www.scottlawga.com](http://www.scottlawga.com)

Office: 404.919.9624

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**V-26-152**



RECEIPT

CITY OF ATLANTA  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
55 TRINITY AVE SW, ATLANTA GA 30303  
404-330-6070



Application: V-26-152  
Application Type: Planning/BZA/Variance/NA  
Address: 307 14TH ST NW, ATLANTA, GA 30318  
Owner Name:  
Owner Address:  
Application Name: 307 14TH ST NW

|                |            |             |              |                   |          |          |
|----------------|------------|-------------|--------------|-------------------|----------|----------|
| Receipt No.    | 1049277    |             |              |                   |          |          |
| Payment Method | Ref Number | Amount Paid | Payment Date | Cashier ID        | Received | Comments |
| Credit Card    |            | \$625.00    | 09/16/2026   | PUBLICUSER1029654 |          |          |

Work Description: Reduction of the rear transitional yard to allow for the retention of existing parking, maneuvering, and circulation area. Applicant is seeking a Variance to reduce the rear transitional yard from 20 feet to 5 feet.