



SANDY SPRINGS

GEORGIA

BOARD OF APPEALS

Wednesday, May 4, 2022

Regular Meeting

6:00 p.m.

The Board of Appeals meeting will be held in the Studio Theatre at Sandy Springs City Hall
(1 Galambos Way, Sandy Springs, GA 30328)

Live-stream:	Public Meeting Portal (CivicClerk): https://sandyspringsga.civicclerk.com Zoom Webinar: http://spr.gs/boameeting
Teleconference:	Phone: (646) 558-8656 Webinar ID: 849 7891 9503
Public Comment:	http://spr.gs/publiccomment

I. Call to Order

II. Roll Call and General Announcements

III. Approval of Meeting Agenda

IV. Approval of Meeting Minutes

- A. March 2, 2022 Board of Appeals Meeting Minutes
(Presented by Francheska Tatum, Administrative Assistant)

V. Cases

- A. **BOA 2022-0009 V22-0006**
80 Idlewood Court
Request for a variance from Section 2.3.2. to encroach into the 60 foot primary street setback by up to 30 feet in order to build a house.
(Presented by Helen Owens, Planner III/Zoning Administrator)

- B. **BOA 2022-0010 V22-0008 and V22-0011**
5058 Carol Lane
V22-0008- Request for a variance from Sec 10.5.1.A.3. a to allow for an existing private curb cut located on a collector order street frontage to remain while proposing to construct an additional private curb cut on a corner lot's local street order frontage.

-V22-0011- Request for a variance from Sec. 9.4.2.G.3. and Sec. 9.4.3.C.2 to allow a retaining wall to encroach into the rear grading and retaining wall setbacks
(Presented by Laquita Williams, Planner Technician)

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance.

The City will make reasonable accommodations for those persons.

1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov



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C. BOA 2022-0011 V22-0012

1188 Hope Road

Request for a variance from Division 9.2. to encroach into the 25' state waters impervious surface setback for the construction of a new house.

(Presented by Helen Owens, Planner III/Zoning Administrator)

VI. Ongoing Business

VII. New Business

VIII. Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance.

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SANDY SPRINGS

CITY CLERK'S OFFICE

BOARD OF APPEALS MEETING MINUTES

Mel Mobley, Chair
Sherri Allen, Vice Chair
Alvin Johnson
Nathan Kongthum
Bill Thackston
Fred Jewell

Wednesday, March 2, 2022

Regular Meeting

6:00 PM

The Board of Appeals meetings was held in the Studio Theatre at Sandy Springs City Hall. Chair Mel Mobley presiding.

I. Call to Order

Chair Mel Mobley called the meeting to order at 6:00pm.

II. Roll Call and General Announcements

Members present: Chair Mel Mobley, Vice Chair Sherri Allen, Nathan Kongthum, Alvin Johnson, Fred Jewell, and Bill Thackston.

Members absent: 0

III. Approval of Meeting Agenda

A motion was made by Member Bill Thackston, seconded by Member Sherri Allen, to approve the Meeting Agenda.

Passed Yes 6, No 0, Abstained 0

Yeas: Sherri Allen, Alvin Johnson, Mel Mobley, Bill Thackston, Nathan Kongthum, Fred Jewell

Nays: None

IV. Approval of Meeting Minutes

January 5, 2022 Board of Appeals Minutes.

A motion was made by Member Sherri Allen, seconded by Member Nathan Kongthum, to approve the January 5, 2022 Board of Appeals meeting minutes.

March 2, 2022 Board of Appeals Meeting Minutes
Page 1 of 3



SANDY SPRINGS

CITY CLERK'S OFFICE

Passed Yes 6, No 0, Abstained 0

Yeas: Sherri Allen, Alvin Johnson, Mel Mobley, Bill Thackston, Nathan Kongthum, Fred Jewell

Nays: None

V. Cases

A. BOA2022-0005 V21-0041

800 North Island Drive

Request for a variance from Section 2.2.2 and Section 7.8.22a to encroach into the primary street setback with a sport court, residential accessory structure between the main structure and primary street.

A motion was made by Member Bill Thackston, seconded by Member Sherri Allen, to deny **V21-0041**.

Passed Yes 6, No 0, Abstained 0

Yeas: Sherri Allen, Alvin Johnson, Mel Mobley, Bill Thackston, Nathan Kongthum, Fred Jewell

Nays: None

B. BOA2022-0006 V21-0048

1175 Windsor Parkway

Request for Variances from Sec. 2.3.2. and Sec. 6.1.2.B. to allow construction of a single unit detached residence to encroach into the primary street building setback (V21-0048) - The review of the Appeals Board is of the Consent Order issued by the Fulton Superior Court of a 25 foot encroachment of the primary street set back.

A motion was made by Member Alvin Johnson, seconded by Member Bill Thackston, to approve **V21-0048**.

Passed Yes 6, No 0, Abstained 0

Yeas: Sherri Allen, Alvin Johnson, Fred Jewell, Mel Mobley, Bill Thackston, Nathan Kongthum

Nays: None

C. BOA 2022-0007 V22-0003

4805 Merlendale Court

Request for a variance from Sec. 2.3.2.C. and Sec. 9.4.3. to allow a house to encroach into the side common lot line setback; and for a retaining wall to be located further than half way into the side setback and said retaining wall to be taller than 6' in height.

A motion was made by Member Sherri Allen, seconded by Member Bill Thackston, to approve **V22-0003**.

March 2, 2022 Board of Appeals Meeting Minutes

Page 2 of 3



SANDY SPRINGS

CITY CLERK'S OFFICE

Passed Yes 6, No 0, Abstained 0

Yeas: Sherri Allen, Alvin Johnson, Fred Jewell, Mel Mobley, Bill Thackston, Nathan Kongthum

Nays: None

D. BOA2022-0008 V22-0004

6434 Cherry Tree Lane

Request for a variance from Sec. 2.3.2.A. and Sec. 6.5.2.B.1 to encroach into the primary street setback to build a side entry two-car garage

A motion was made by Member Bill Thackston, seconded by Member Nathan Kongthum, to approve **V22-0004**.

Passed Yes 6, No 0, Abstained 0

Yeas: Sherri Allen, Alvin Johnson, Fred Jewell, Mel Mobley, Bill Thackston, Nathan Kongthum

Nays: None

VI. Ongoing Business

There was no ongoing business.

VII. New Business

There was no new business.

VIII. Adjournment

Chair Mel Mobley adjourned the meeting at 7:20pm.



P&Z STAFF REPORT
Board of Appeals Meeting, May 4, 2022

Case: **V22-0006 80 Idlewood Court**
Staff Contact: Helen Owens (Howens@sandyspringsga.gov)
Report Date: April 21, 2022

REQUEST

Request for a variance from Section 2.3.2. to encroach into the 60 foot primary street setback by up to 30 feet in order to build a house.
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APPLICANT		
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Property Owner(s): Ray and Heather Bongers	Petitioner(s): Ray and Heather Bongers	Representative(s): Ray and Heather Bongers
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RECOMMENDATIONS

Department of Community Development
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Staff recommends Conditional Approval of Variance(s) V22-0006.
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MATERIALS SUBMITTED AND REVIEWED

Materials:

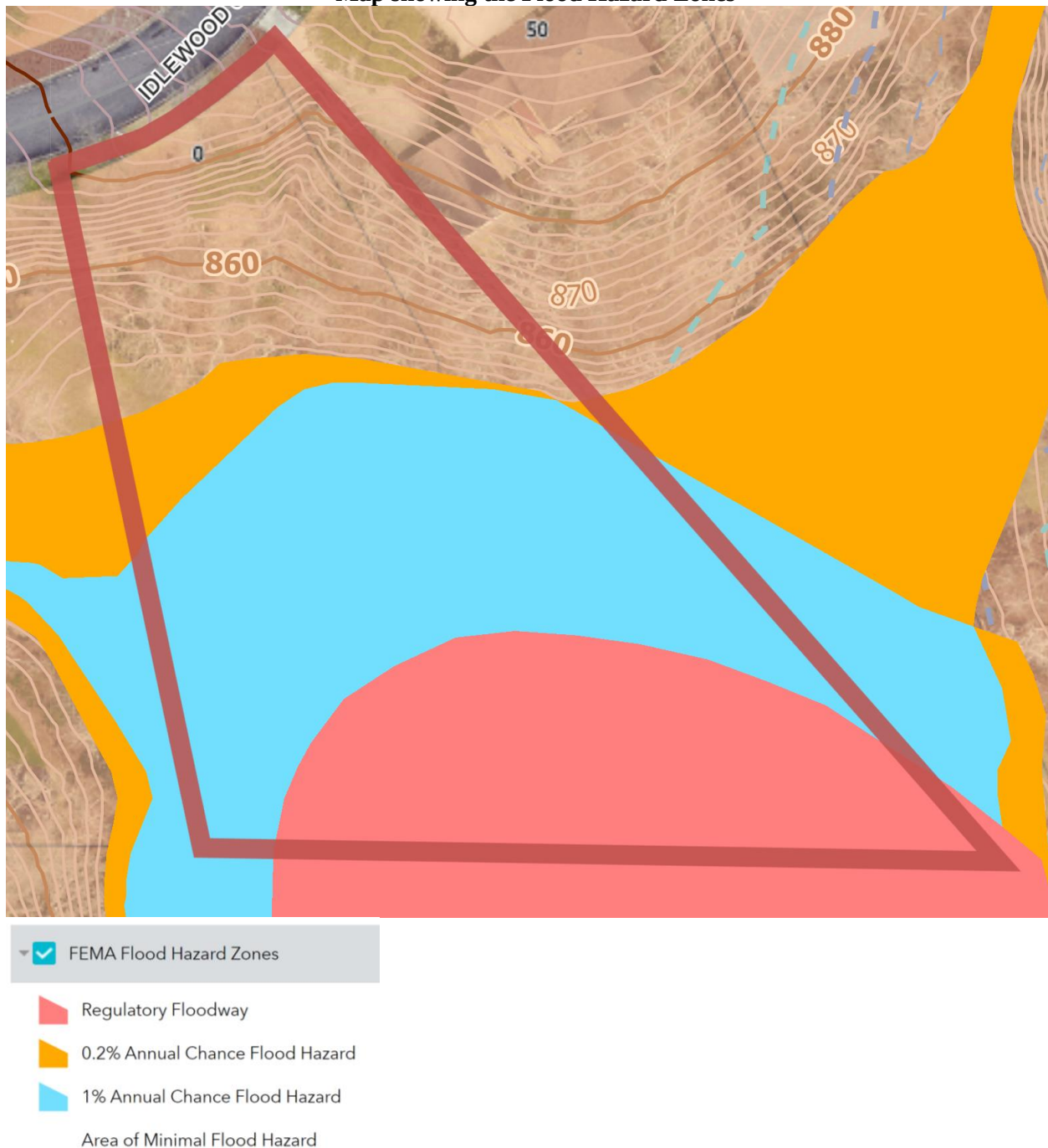
- | |
|---|
| 1. 80 Idlewood Court Variance Application Package, received April 9, 2022 |
|---|

Plans:

- | |
|---|
| 1. "Survey Plat For: 80 Idlewood Court, Sandy Springs Georgia 30327 BONGERS HOMEBUILDERS" prepared by Georgia Land Surveying Co., dated January 17, 2022. Received April 9, 2022. |
| 2. Site Plan drawing, received by staff on April 9, 2022. |

PROPERTY INFORMATION	
Location:	80 Idlewood Court (Parcel # 17 013400020373)
Council District:	6 – Andy Bauman
Neighborhood:	Mount Vernon Parkway
Road frontage:	Approximately 90 feet of frontage
Depth:	Approximately 284 feet
Acreage:	Approximately 1.26 acres
Current Zoning:	RD-27 (Residential Detached - 27,000 square foot minimum lot size)
Existing Land Use:	Residential
Previous Zoning Cases:	N/A
Character Area:	Protected Neighborhood

Map showing the Flood Hazard Zones



AE, A1-A30

Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

X (shaded), B

Areas of moderate flood hazard between limits of the 1-percent-annual-chance floodplain and the 0.2-percent-annual-chance floodplain. Note: zone B is being replaced with shaded zone X on new FIRMs.

Map Showing the Topographic Contours



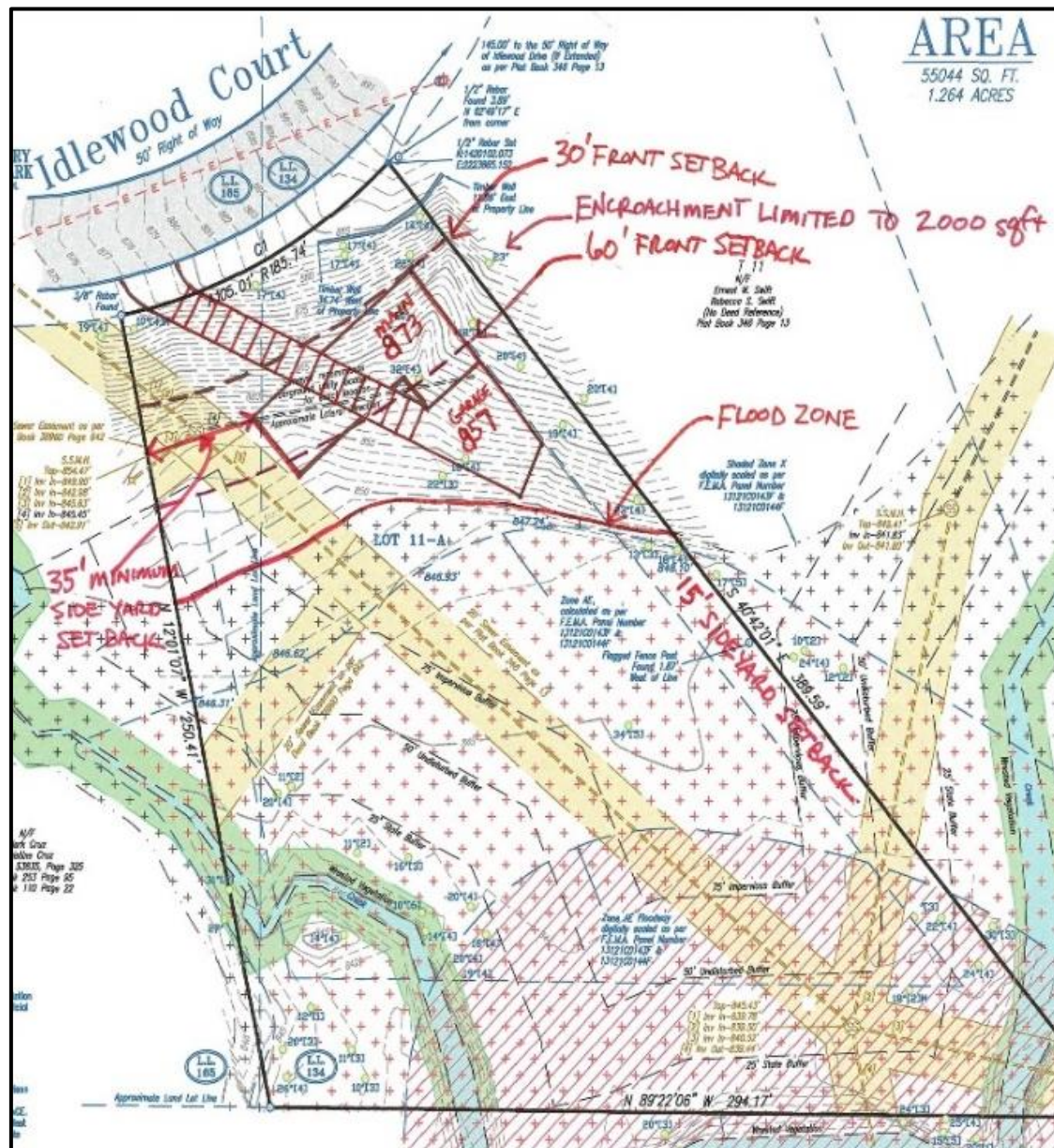
The elevation at the street slopes downward 10 feet from northeast to southwest along the property frontage. The slope direction changes to the south towards the property, and along the depth of the property from behind the curb (elevation 884 feet) to the back of the property (elevation 842 feet) the elevation drops 42 feet over the depth of 284 feet towards the stream. The steepest and most severe drop in elevation is within the first 100 feet of the property from back of curb, dropping 34 feet (elev. 884 ft. to elev. 850ft.). The elevation drops 8 feet in the first 30 feet (elev. 884 ft. to elev. 876 ft.), it further drops 14 feet over the next 30 feet to the 60 foot setback line (elev. 876 ft. to elev. 862 ft.). For the next 40 feet, the elevation drops 12 feet from the 60 foot setback line to the 100 foot line and the start of the Flood Hazard Zone (elev. 862 ft. to elev. 850 ft.). The slope within the flood hazard zones is very moderate, dropping 8 feet over a length of 184 feet towards the stream.

PROPOSED DEVELOPMENT

The 1.26-acre subject property is undeveloped with nearly 80% of the lot being located in a flood zone. This leaves only approximately 12,000 square feet of the lot, the portion nearest to the street outside of the flood plain. The 12,000 square feet area is further reduced as a buildable area by a sewer easement to the west as well as topography that drops steeply from the street. After several months of working with City staff to evaluate options for the placement of the new build, the applicants decided to seek a variance to allow for an encroachment of up to 30 feet into the 60 feet front setback.

Per the Development Code Section 2.3.2 *Placement and Height*

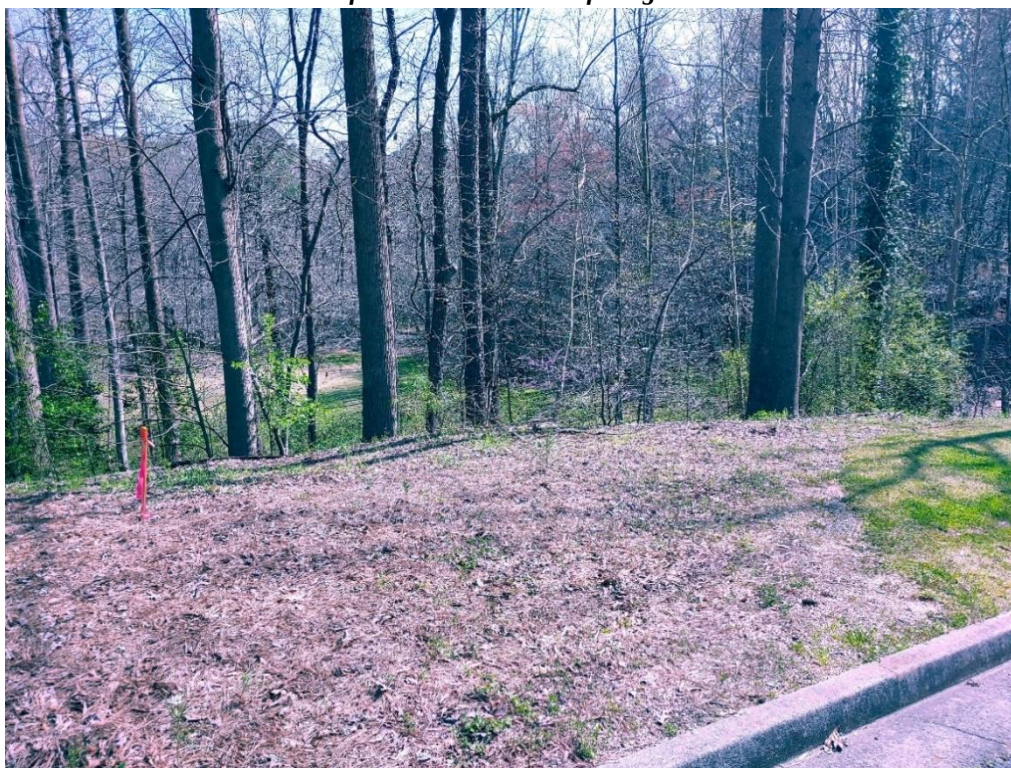
- RD-27 primary street setback is 60 feet



View from Idlewood Court facing directly south



Similar view from Idlewood Court facing south and west

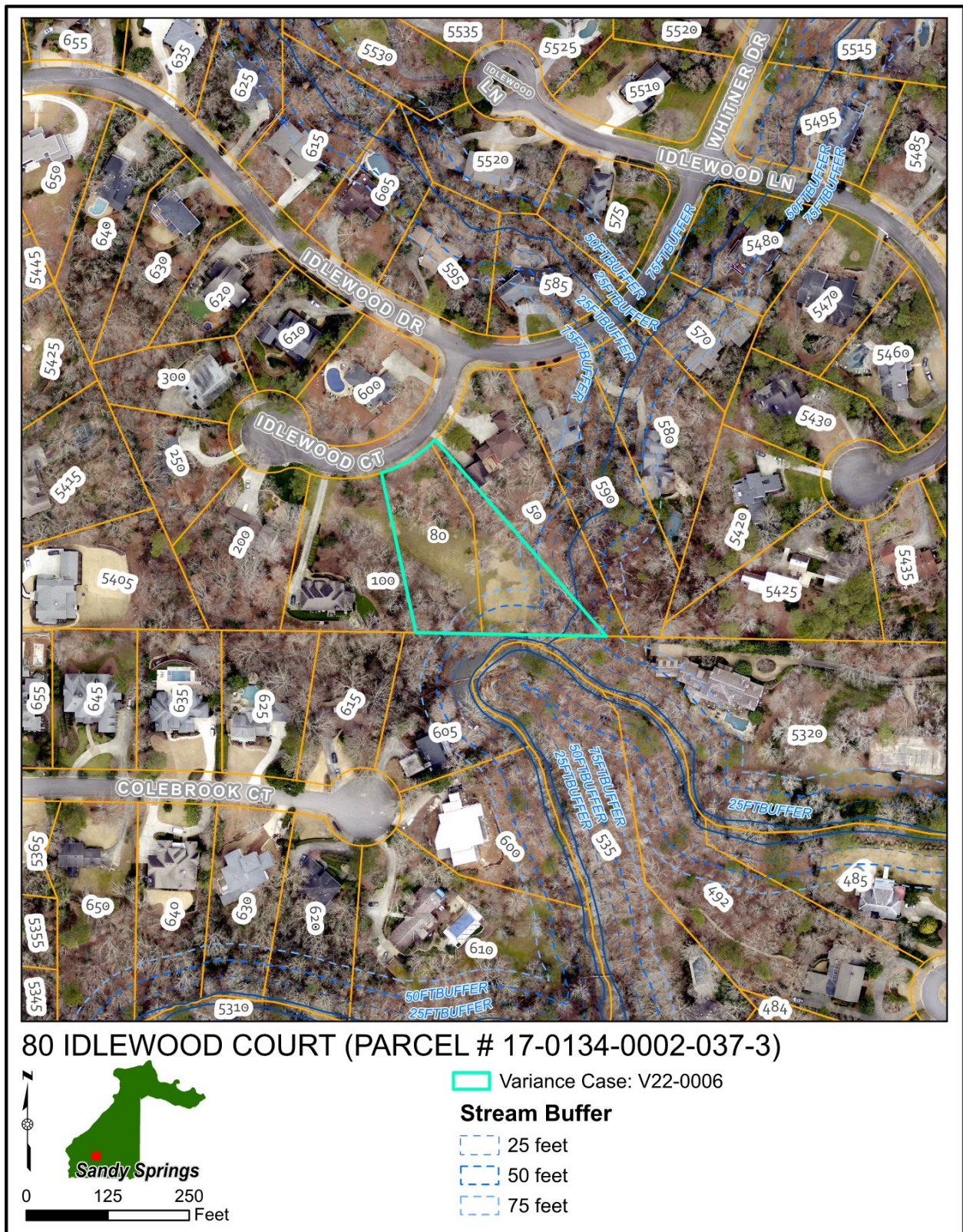


EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	RD-27 Residential Detached	600 Idlewood Drive NW	0.49 acres
West	RD-27 Residential Detached	100 Idlewood Ct NW	0.84 acres
South	RD-27 Residential Detached	605 Colebrook Ct NW	0.69 acres
East	RD-27 Residential Detached	50 Idlewood Ct NW	0.97 acres
PROPOSED DEVELOPMENT			
--	RD-27 Residential Detached	80 Idlewood Ct NW	1.26 acres

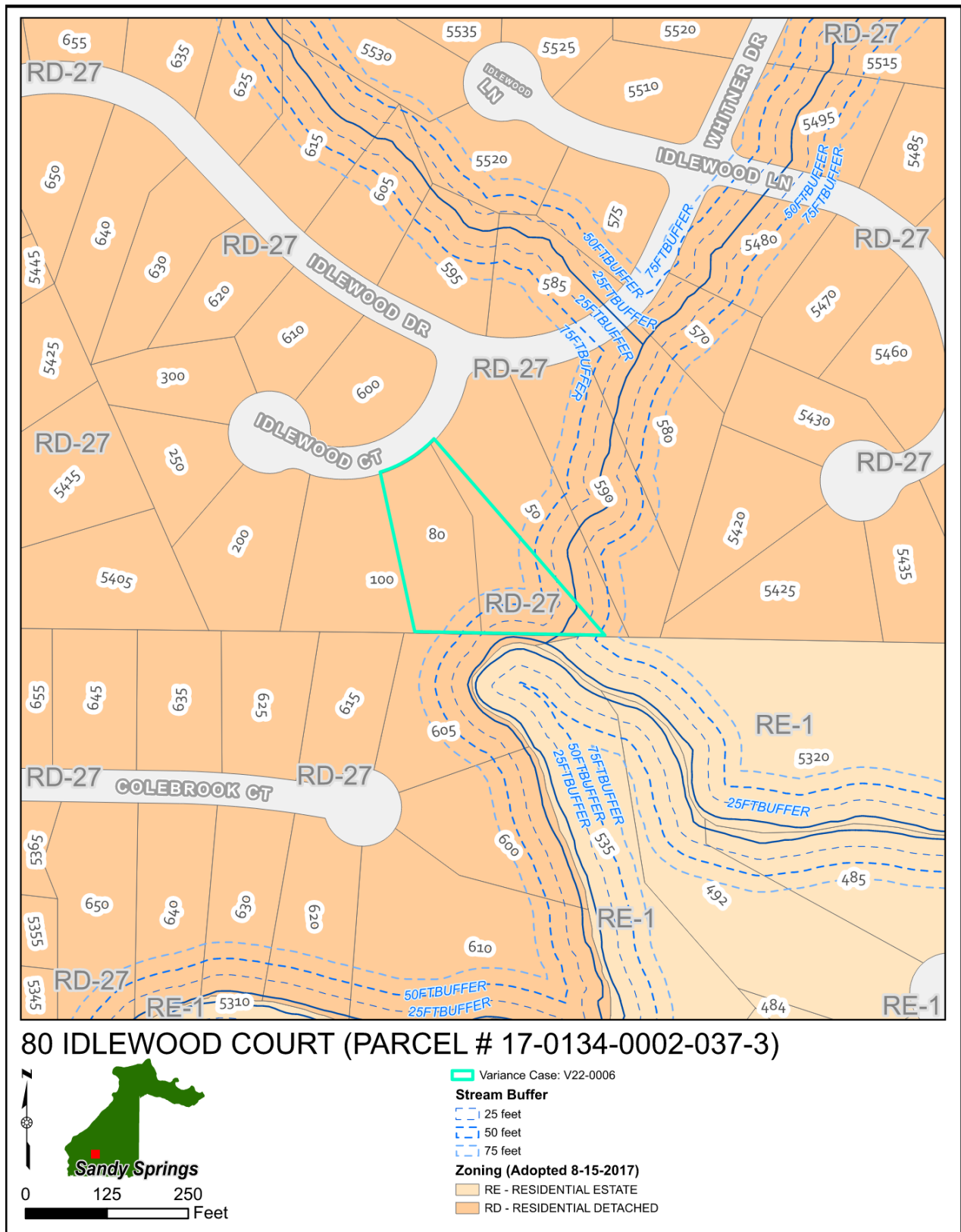
Below are the addresses of homes located in the Idlewood Court cul-de-sac and their distances from the street. Most of the homes are located behind the 60 foot primary street setback, but unlike the subject property at 80 Idlewood Court, the other properties in the neighborhood do not have similar complications associated with the topography and the Flood Hazard Zone configuration. The subject property encompasses the most land area within the Flood Hazard Zones, and the only property on the street with significant land area within the 1% Annual Chance Flood Hazard. It is also the only lot within the Regulatory Floodway of Little Island Creek.

Idlewood Ct cul-de-sac address numbers	Distance from Street (Ft.)
100	160.2
200	66.3
250	74
300	39.4
610	78.9
600	98.8

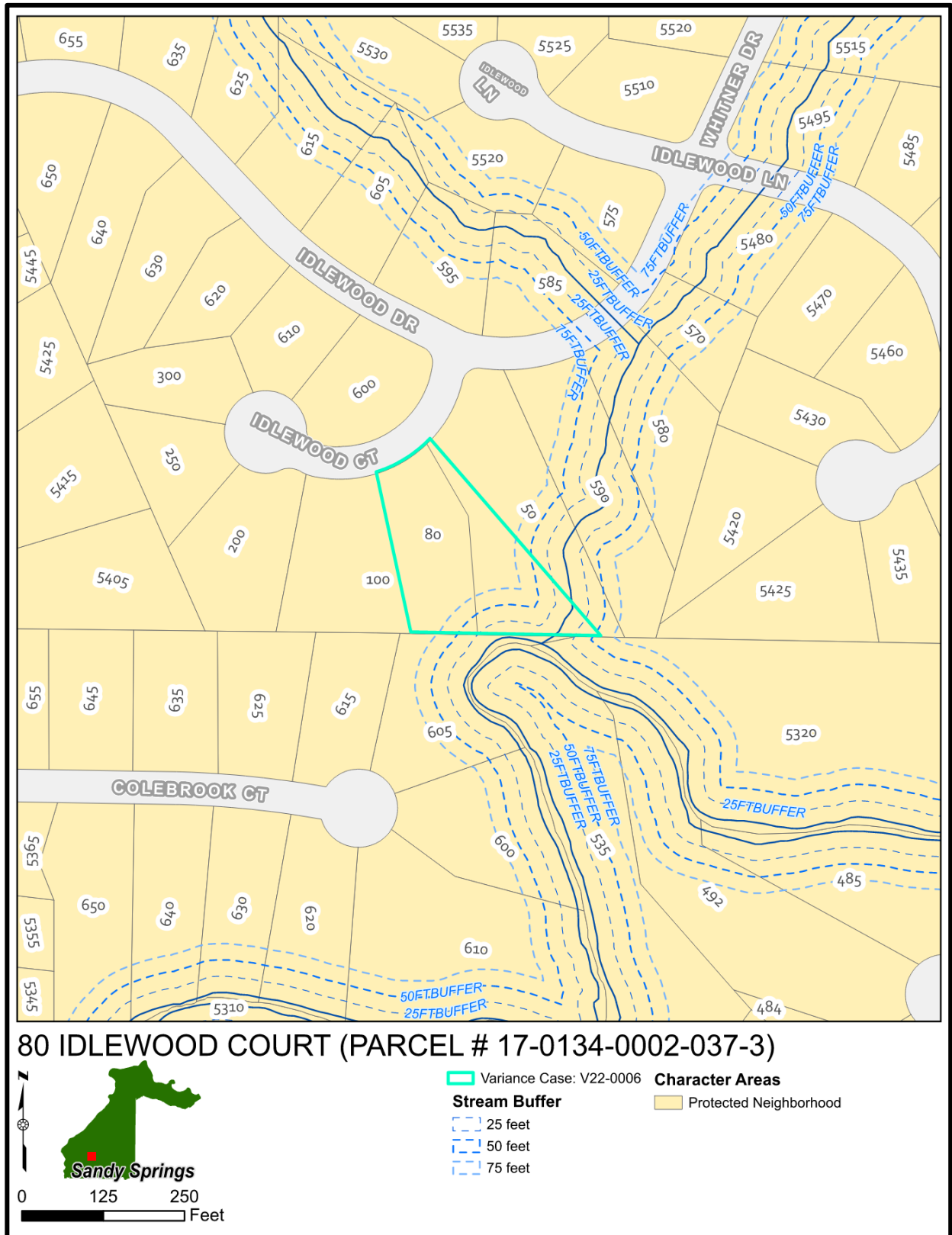
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



V22-0004 VARIANCE CONSIDERATIONS

Per Sec. 11.6.2.G. of the Development Code, the following list of approval criteria for a Variance provides guidance for making decisions on approval:

1. Variances will only be granted upon showing that:

a. The application of this Development Code would create an unnecessary hardship, and not merely an inconvenience to the applicant; or

Finding: It is Staff's view that the application of the Development Code would create an unnecessary hardship in that it would further prevent the 1.26 acre, RD-27 subject property in the Mount Vernon Parkway neighborhood from being developed in a traditional manner, with a new house of a modest footprint. It is not that a house could not be built under current regulatory conditions, but that the buildable footprint is so narrow and unusual in size---particularly for an acre-plus size lot, that any house built would not be reasonably in keeping with many of the neighboring houses in terms of size and mass.

b. There are extraordinary and exceptional conditions due to the size, shape, or topography, which are specific to the subject property and not generally found in similar properties;

Finding: There are extraordinary and exceptional conditions due to the size, shape, or topography, which are specific to the subject property and not generally found in similar properties.

- The property does have significant topography, dropping almost 30' from the street elevation to the center of the lot. This is not similar to neighboring properties as the other properties slope up from Idlewood Court. Staff views these conditions as exceptional and extraordinary.
- As stated previously, the property is undeveloped. Nearly 80% of the lot is located in a flood zone, leaving only approximately 12,000 square feet of the lot near the street, outside of the flood plain. Of that, approximately 9,500 square feet is within the building setback and sewer easement.

2. Further, the application must demonstrate that:

a. Such conditions are not the result of action or inaction of the current property owner; and

Finding: The conditions of the subject property are not the result of action or inaction of the current property owners. According to the Fulton County Tax Assessors, the site has never been developed.

b. The Variance request would provide the minimum relief necessary to make possible the reasonable use of the property; and

Finding: The variance request would provide the minimum relief necessary to make possible the reasonable residential use of the property as the encroachment generically shown on the site plan would accommodate what would be considered a moderate footprint (approximately 2,100 square feet, 1,900 of which would be proposed within the primary street setback) for a primary residential structure in Sandy Springs.

c. The Variance request would result in development that is consistent with the general intent of this Development Code, with the Comprehensive Plan policies, and would not be detrimental to the public good, safety and welfare.

Finding: The Variance request would not result in development that is consistent with the general intent of the Development Code in that construction of a single unit detached residence encroaching into the primary street building setback does not comply with Code. However, the request would be consistent with the intent of *The Next Ten*. A major feature of *The Next Ten* is to protect and preserve the City's neighborhoods, and a way in which that is codified is through building setback and other regulations governing the location of buildings and structures. However, *The Next Ten* also prioritizes quality of place and development as well as incentivizing redevelopment and reinvestment where feasible. The request would not be detrimental to the public good, safety, and welfare.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs City Engineer:

This site is on a FEMA studied floodplain. The Surveyor should be using the FEMA FIS to determine the specific flood plain line based on field run topographic data vs. using “digitally scaled” information. 2. Site plan/survey needs to show City of Sandy Springs Future Conditions Flood Plan data including Floodway. 3. It is unclear if the developer has studied development that would comply with Section 9.5.3 of the Development Code. 4. It is unclear if the developer has studied the possibility of re-routing the sewer line. 5. The proposed site plan does not show compliance with Section 9.6 of the Development Code. 6. It appears retaining walls may be required for the proposed site plan that would not comply with Section 9.4.3 of the Development Code.

Sandy Springs Land Development Manager:

There are several sewer easements located on 80 Idlewood Ct. No development can occur within any sewer easement. These limit the development of the site to the portion of the property closer to the road. The large portion of the property is also located within the 1% chance of flood or the FEMA 100-year flood. The property also contains 0.2% chance of flood or 500-year flood also known as the future conditions flood. The designed finished floor elevation would need to be 3 feet higher than the FEMA base flood elevation or 1 foot above the future conditions flood elevation, whichever is higher.

No development shall be allowed within any area of special flood hazard or area of future-conditions flood hazard that could result any of the following:

- a. Raising the base flood elevation or future-conditions flood elevation equal to or more than 0.01 foot;
- b. Reducing the base flood or future-conditions regulatory flood storage capacity;
- c. Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the property; or
- d. Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.

Should they wish to proceed, the applicant will need to secure the services of a State of Georgia registered land surveyor and civil engineer with expertise in floodplain management and review the standards in Section 9.5 of the Development Code.

In addition, they will need to apply for either a Letter of Map Correction or Letter of Map Revision through FEMA.

Only upon completion of this process can the applicant receive a permit for development within the floodplain.

Sandy Springs Transportation Planner:

No comment provided.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

No comment provided.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Correspondence Received:

No public comment was submitted in writing.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATIONS

Following review, and based on the findings, Staff recommends **Conditional Approval** of **Variance V22-0006**, request a variance from Section 2.3.2. to encroach into the 60 foot primary street setback by up to 30 feet in order to build a house with the following conditions:

1. That the total area of encroachment into the primary street setback be no more than 2,000 square feet as shown on the site plan provided to staff.

Received

April 9, 2022, 4:24 PM



SANDY SPRINGS™
GEORGIA

Case No.: **V22-0006**

Planner's initials: *[Signature]*

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 80 Idlewood Court NW	
	Parcel Tax ID(s): 17-0134-0002-037-3	
	Total acreage: 1.264	Council District: 6
	Current zoning: RD-27	Current use: Vacant lot
	Character Area: Protected Neighborhood	

APPLICATION	Detailed request (include Code Section No.): Section 2.3.2 Placement & Height	
	Request variance to encroach into the 60' primary street setback up to 30' for a maximum of 2,000 square feet.	
	The proposed development will be a single family home with approximately 4,000 sqft of heated/cooled living area. The garage will be placed in the rear of the buildable area at the basement level.	
	Petitioner: Ray & Heather Bongers	
	Petitioner's address: 445 Mount Paran RD Atlanta, GA 30327	
Phone: 404-557-9747		
Email: raybongers@bongershomebuilders.com		

OWNER	Property owner: Ernest & Rebecca Swift	
	Owner's address: 50 Idlewood Court NW	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): <i>Rebecca J. Swift</i>	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: March 18, 2022	Anticipated Application date: March 29, 2022
Anticipated BOA date: May 4, 2022	
ADDITIONAL INFORMATION NEEDED:	

SANDY SPRINGS

GEORGIA

AUTHORIZATION FORM - PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: <u>Rebecca Swift</u>	Sworn and subscribed before me this
Address: <u>80 Idlewood Court</u>	<u>6</u> th day of <u>April</u> 20 <u>22</u>
City, State, Zip Code: <u>Atlanta GA 30327</u>	Notary public: <u>[Signature]</u>
Email address: <u>[Redacted]</u>	Seal:
Phone number: <u>[Redacted]</u>	
Owner's signature: <u>[Signature]</u>	

Z VAUGHN
 NOTARY PUBLIC
 Cobb County
 State of Georgia
 My Comm. Expires Dec. 1, 2024

Commission expires: 12-01-2024

B- If the Applicant is *not* the owner of the subject property:

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (attach a copy of the contract); or ☒ He/she has an option to purchase the subject property (attach a copy of the contract); or ☐ He/she has an estate of years which permits the Applicant to apply (attach a copy of the lease)	
Applicant's name: <u>RAY BONGERS</u>	
Company name: <u>—</u>	
Address: <u>445 Mt PARN ROAD, ATL 30327</u>	
City, State, Zip Code: <u>Atlanta GA 30327</u>	
Email address: <u>raybongers@bongershomebuilders.com</u>	
Phone number: <u>404-557-9747</u>	
Applicant's signature: <u>[Signature]</u>	

Sworn and subscribed before me this

8thth day of April 20 22

Notary public: [Signature]

Seal:

CARLOS M. DIAZ
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 JUNE 14, 2025
 FULTON COUNTY, GEORGIA

Commission expires: 6/14/2022



PURCHASE AND SALE AGREEMENT

Offer Date: 1/14/2022



2022 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 80 Idlewood Court NW
City Atlanta, County Fulton, Georgia, Zip Code 30327
MLS Number: 6984650 Tax Parcel I.D. Number: 17-0134-0002-037-3

b. Legal Description: The legal description of the Property is [select one of the following below]:

- ☐ (1) attached as an exhibit hereto;
☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
☐ (3) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
☒ (4) Land Lot(s) 134 & 165 of the 17th District, N/A Section/GMD, Lot 11A, Block _____, Unit _____, Phase/Section _____ of Idlewood Valley Subdivision/Development, according to the plat recorded in Plat Book 346, Page 13, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.

\$ [REDACTED]

3. Closing Costs.

Seller's Contribution at Closing: \$0.00

4. Closing Date and Possession.

Closing Date shall be 4/14/2022 with possession of the Property transferred to Buyer
☒ at Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. Closing Law Firm.

Abram Law Group

Phone Number:

(678) 736-5702

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Solid Source Realty

7. Earnest Money. Earnest Money shall be paid by ☐ check ☒ ACH ☐ cash or ☐ wire transfer of immediately available funds as follows:

- ☐ a. \$ _____ as of the Offer Date.
☒ b. \$ [REDACTED] within 5 days from the Binding Agreement Date.
☐ c. _____

8. Inspection and Due Diligence.

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 90 days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay directly to Seller additional option money of \$ _____ by ☐ check ☐ ACH or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☐ was (attach F316 Lead-Based Paint Exhibit) **OR** ☐ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

- a. Buyer's Broker is** Solid Source Realty **and is:**
(1) ☐ representing Buyer as a client.
(2) ☒ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____
has been assigned to exclusively represent Buyer.
- b. Seller's Broker is** Solid Source Realty **and is:**
(1) ☒ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____
has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows: _____

11. Time Limit of Offer. The Offer set forth herein expires at 11:59 o'clock p.m. on the date 1/15/2022.

Buyer(s) Initials RE

Seller(s) Initials ES RS

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH THE USER IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F201, Purchase and Sale Agreement, Page 1 of 8, 01/01/22

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. Purchase and Sale.

- a. Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Closing Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

6. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Earnest Money.

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. This right to enter shall include the time period after the end of any Due Diligence Period to, among other things, and without limitation, meet contractors and vendors, measure for renovations and confirm that any agreed upon repairs have been made and the Property otherwise remains in the same condition. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. Lead-Based Paint. If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) No Agency Relationship: Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) Consent to Dual Agency: If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. Dual Agency Disclosure: *[Applicable only if Broker is acting as a dual agent in this transaction.]*

- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. Designated Agency Disclosure: If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. Brokerage: Seller has agreed to pay Seller's Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Seller Brokerage Engagement Agreement"). The Seller's Broker has agreed to share that commission with the Buyer's Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

11. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. When Broker Is Authorized to Accept Notice for Client: Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

a. Remedies of Seller: In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.

b. Remedies of Buyer: In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.

c. Rights of Broker: In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.

d. Attorney's Fees: In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Risk of Damage to Property. Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

a. Condemnation: Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

b. Consent to Share Non-Public Information: Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.

c. Duty to Cooperate: All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.

d. Electronic Signatures: For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
 - f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
 - g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
 - h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
 - i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
 - j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
 - k. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
 - l. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
 - (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, any amendatory clause in an FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in a special stipulation, another exhibit or the main body of the Agreement.
 - m. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
 - n. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
 - o. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - p. **Time of Essence:** Time is of the essence of this Agreement.
- 5. Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- f. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

6. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
- b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

8. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☒ All Cash Sale Exhibit (F401) " A "
- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " _____ "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Condominium Resale Purchase and Sale Exhibit (F204) " _____ "
- ☐ Conventional Loan Contingency Exhibit (F404) " _____ "
- ☐ FHA Loan Contingency Exhibit (F407) " _____ "
- ☐ Lead-Based Paint Exhibit (F316) " _____ "
- ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) " _____ "
- ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) " _____ "
- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☐ Loan Assumption Exhibit (F416) " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) " _____ "
- ☐ Survey of Property as Exhibit " _____ "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☐ USDA-RD Loan Contingency Exhibit (F413) " _____ "
- ☐ VA Loan Contingency Exhibit (F410) " _____ "
- ☐ Other _____

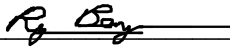
SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

1. If Solid Source Realty GA is named as the earnest money holder, funds may be deposited at SolidSourceEM.com (ACH) and held by, and in the escrow account of, Solid Source Realty.
2. Closing will be on April 14, 2022 or within one week of variance approval .

☐ **Additional Special Stipulations (F246) are attached.**

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

1 
  Buyer's Signature

Ray Bongers 01-15-2022
Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work
raybongers@bongershhomebuilders.com
Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name Date

Buyer's Address for Receiving Notice

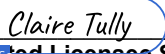
Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Solid Source Realty
Buyer Brokerage Firm

 1/15/2022
 Broker/Affiliated Licensee Signature Date

Claire Tully
Print or Type Name GA Real Estate License #

(770) 235-2142
Licensee's Phone Number Fax Number

clairetully@gmail.com
Licensee's E-mail Address

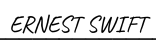
ABR
REALTOR® Membership

10900 Crabapple Rd Suite 200, Roswell, GA 30075
Broker's Address

(770) 790-4222
Broker's Phone Number Fax Number

PRAY02 H-45737
MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

1 
  Seller's Signature

ERNEST SWIFT 1/15/2022
Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work
[REDACTED]et
Seller's E-mail Address

2 Seller's Signature


  REBECCA SWIFT 1/15/2022
Print or Type Name Date

Seller's Address for Receiving Notice

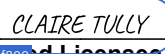
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

[REDACTED].net
Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Solid Source Realty
Seller Brokerage Firm

 1/14/2022
 Broker/Affiliated Licensee Signature Date

CLAIRE TULLY 160129
Print or Type Name GA Real Estate License #

(770) 235-2142
Licensee's Phone Number Fax Number

clairetully@gmail.com
Licensee's Email Address

ABR
REALTOR® Membership

10900 Crabapple Rd Suite 200, Roswell, GA 30075
Broker's Address

(770) 790-4222 (770) 343-9529
Broker's Phone Number Fax Number

PRAY02 H-45737
MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 01-15-2022
and has been filled in by Claire Tully.

Ray and Heather Bongers

Letter of Intent

80 Idlewood Court

Request Variance: To reduce the front setback from 60' to 30' to accommodate a new single family home on a vacant lot.

This vacant lot is located at 80 Idlewood Court, Sandy Springs 30327 and is zoned RD-27. While the lot is 55,044 sqft in size, approximately 78% of the lot is located in a flood zone leaving only approximately 12,000 sqft of the lot near the street outside of the flood plain. With a 60' front setback this 12,000 sqft is further reduced to 3,650 sqft of buildable area and then reduced again to 2,650 sft of buildable area once the sewer easement is subtracted.

The topography also drops steeply from the street. At the middle of the lot the topography falls 13' below the curb at the 30' front setback (32% grade) and falls 28' below the curb at the 60' front setback (39% grade).

In summary, maintaining a 60' front setback would leave buildable area of only 2,650 sqft (5% of the lot) that is 28' below the curb.

If the requested variance is approved we will limit our home's footprint to 2,000 sqft between the 30' and 60' front setbacks.

Alternative Designs:

Alternatively building a home at the 60' front setback would either:

- 1) Place the front door elevation a minimum of 17' below the street level which is unsightly and not in character with the remaining houses on Idlewood Court.
- 2) **Or** would require a variance to the height and number of floors restriction if the house were to be built 4 floors high. This plan would produce an awkward tall and skinny home with a front door on the top level with access mostly likely only possible with a bridge between the street and the front door.

Our plan to build at the 30' front setback would instead place the house only 10' below the curb at the middle of the lot and only 5' below the curb at the planned driveway apron. The front door of the home would be easily accessible down approximately 10 steps along the edge of the driveway.

This alternative was rejected because it would create an abnormally tall and odd shaped home on a postage stamp sized footprint that would be cost prohibitive and unsightly.

Ray and Heather Bongers

445 Mount Paran Road, Sandy Springs

Variance Analysis:

April 5, 2022

Zoning Board of Appeals

City of Sandy Springs

RE: 80 Idlewood Court - Request for Variance from the Development Code Section 2.3.2 Placement and Height (Reduce the front building setback line from 60' to 30').

Dear Board members and staff:

We believe this request conforms to the criteria set forth in code and ask that the Board grant relief in this unique case.

(a and b) by reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slope), which were not created by the owner or applicant, the strict application of the requirements of this code would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district.

While the vacant lot located at 80 Idlewood Court is 55,044 sqft in size, its buildable area is reduced to an oddly shaped 2,650 sqft (5% of total lot) by a flood plain to the rear, a sewer easement to the west and the 60' front setback. The topography also drops off precipitously from the street whereas when measured in the middle of the lot drops 28' from the curb to the 60' front setback line.

(c) such conditions are not the result of action or inaction of the current property owner

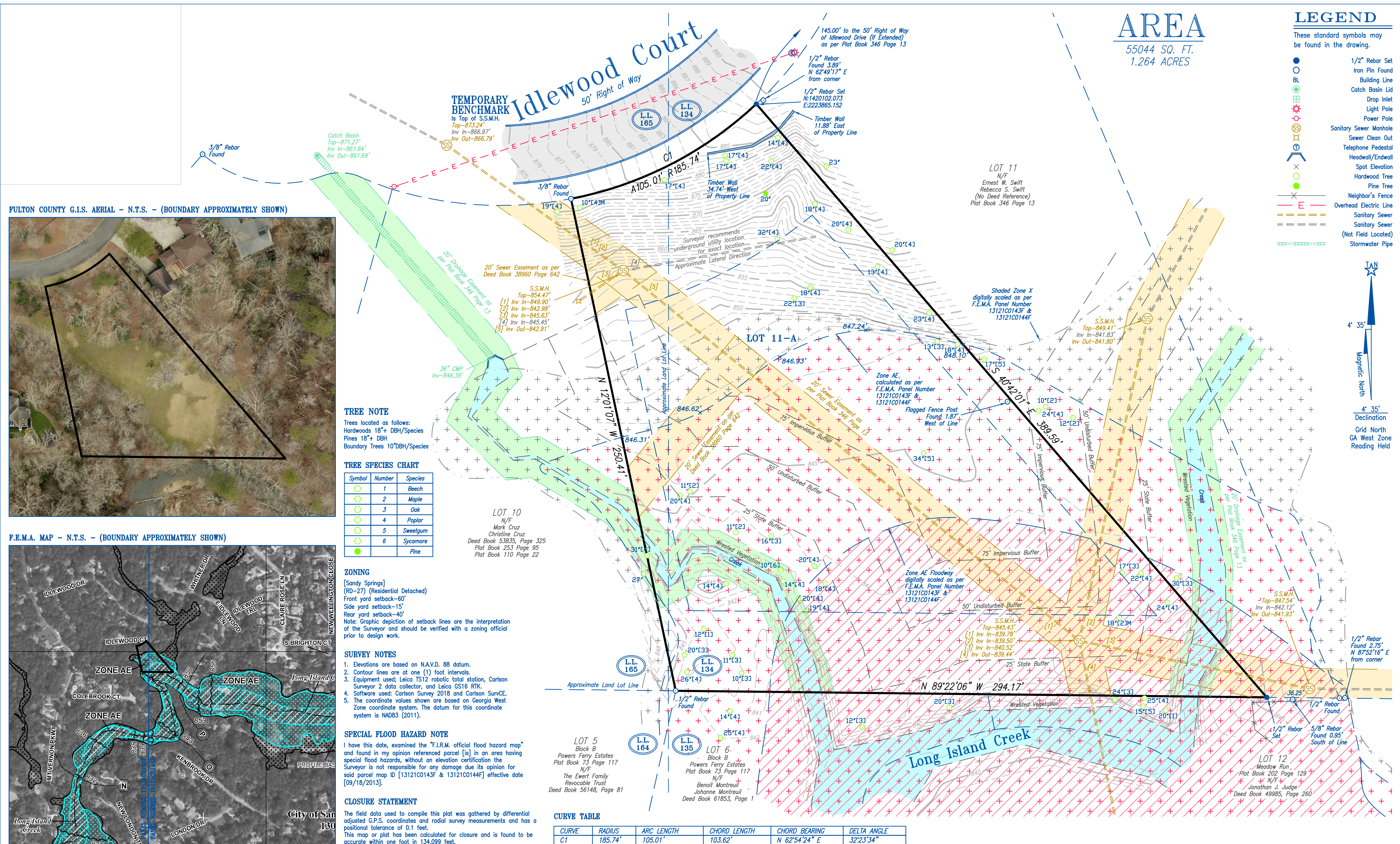
The topography, sewer easements and flood plain creating the conditions warranting the need for the variance relief have been in existence since the neighborhood was formed in 1975. The conditions related to this lot have not been the result of any action or inaction by its current owner

(d) the requested variance does not go beyond the minimum necessary to afford relief, and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located.

The variance requested would allow us to build a home that is similar in size and position (front door only 7' below street level at driveway apron) to the rest of the houses on Idlewood Court. Also, our plan to place the garage into the basement and utilize a cantilevered main floor will reduce the amount of retaining walls and fill dirt required to build the home and let us build it more into the existing topography. Our lot also backs up to the home located at 605 Colebrook Court (also zoned RD27) which has a similar topography as our lot and has a front setback of 20'.

(e) the variance requested will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.

Although we must build closer to the street we will still maintain the full required 15' side yard setback to the east and have a 35' side yard setback to the west. The application of a 30' front setback would also not cause any reduction in light of airflow to either side neighbor and still keeps the lot coverage ratio at approximately 9.3%. (Max lot coverage for RD27 is 30%) Approval of a 30' setback would not cause the removal of any specimen trees and also allow us to possibly save some trees located near the Base Flood Elevation constraint line.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	185.74'	105.01'	103.62'	N 62°54'24" E	32°23'34"

155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

JOB NUMBER 203403	DRAWING NUMBER F-4456	SURVEY PLAT FOR: <i>80 Idlewood Court, Sandy Springs Georgia 30327</i>				DATE: 1/17/22	SCALE: 30'	
		<i>BONGERS HOMEBUILDERS</i>				REVISION	BY	DATE
		LAND LOT: 134 & 165		17th DISTRICT	SECTION	FULTON COUNTY, GA		
		LOT: 11-A		BLOCK:	UNIT:	PHASE:		
SUBDIVISION: Exemption Plat Revision for Ernest Swift								
PLAT BOOK 346		, PAGE 13		PARTY CHIEF: D.R.	FIELD DATE:	SHEET <u>1</u> OF <u>1</u>		
DEED BOOK		, PAGE		DRAFTER: BJC	2/10/22			



GEORGIA

LAND SURVEYING CO.

EST 1955

A diagram of a bridge deck layout. It shows a horizontal bar divided into segments. Above the bar, the dimensions 30', 0', 30', and 60' are marked. The bar itself is divided into a 30-foot segment with a checkered pattern, followed by a 0-foot segment (a gap), then another 30-foot segment with a checkered pattern, and finally a 60-foot segment with a solid blue fill.

This plat is a retrocement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF RECORDS, RECORDING, LOCATION, OR REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-2-67.

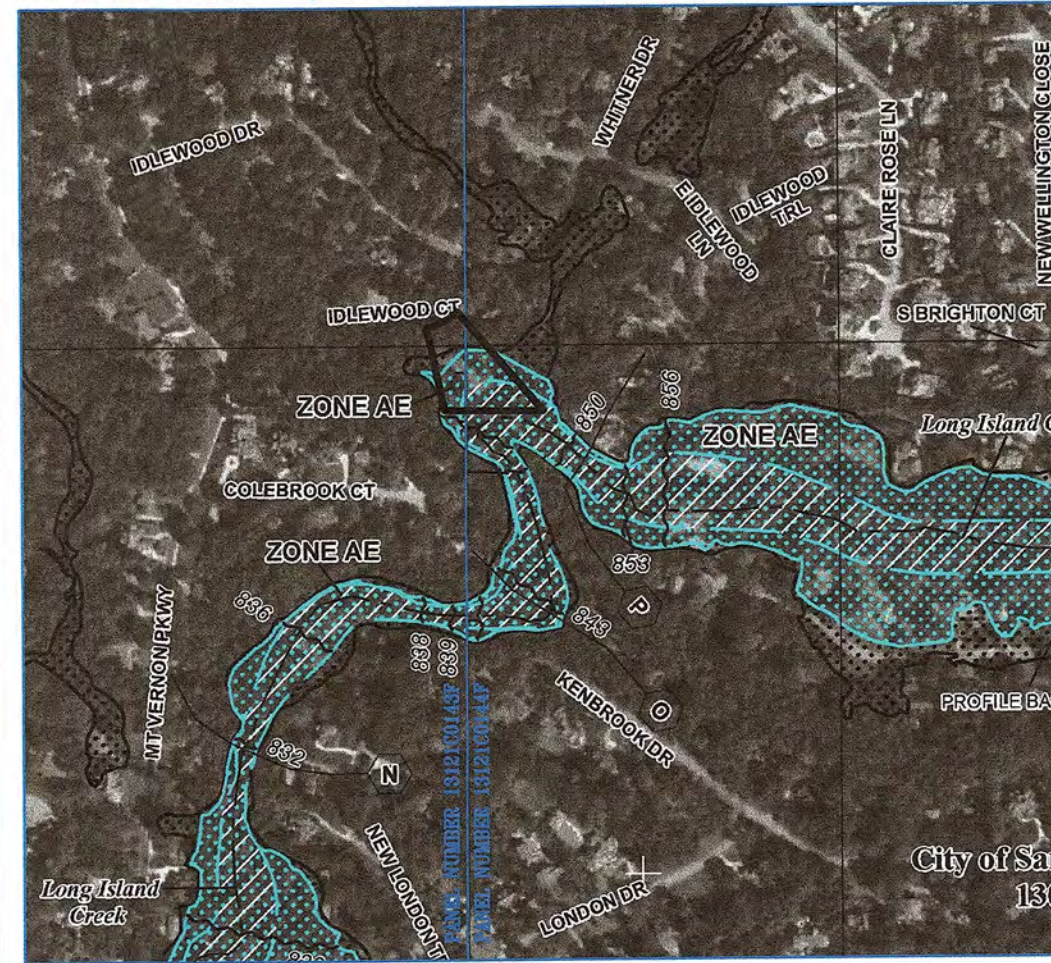
By: Josh Lewis W, Registered Land Survey Number 3028



FULTON COUNTY G.I.S. AERIAL - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)



F.E.M.A. MAP - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)



TREE NOTE

Trees located as follows:
Hardwoods 16" DBH/Species
Pines 16" DBH
Boundary Trees 10" DBH/Species

TREE SPECIES CHART

Symbol	Number	Species
1	1	Beech
2	2	Maple
3	3	Oak
4	4	Poplar
5	5	Sweetgum
6	6	Sycamore
7	7	Pine

ZONING

[Sandy Springs]
(RD-27) (Residential Detached)
Front yard setback-60'
Side yard setback-15'
Rear yard setback-40'
Note: Graphic depiction of setback lines are the interpretation of the Surveyor and should be verified with a zoning official prior to design work.

SURVEY NOTES

- Elevations are based on N.A.S.D. 88 datum.
- Contour lines are at one (1) foot intervals.
- Equipment used: Leica TS12 robotic total station, Carlson Surveyor 2 data collector, and Leica GS16 RTK.
- Software used: Carlson Survey 2018 and Carlson SurvCE.
- The coordinate values shown are based on Georgia West Zone coordinate system. The datum for this coordinate system is NAD83 (2011).

SPECIAL FLOOD HAZARD NOTE

I have this date, examined the "F.I.R.M. official flood hazard map" and found in my opinion referenced parcel [s] in an area having special flood hazards, without an elevation certification the Surveyor is not responsible for any damage due its opinion for said parcel map ID [13121C0143F & 13121C0144F] effective date [09/18/2013].

CLOSURE STATEMENT

The field data used to compile this plot was gathered by differential adjusted G.P.S. coordinates and radial survey measurements and has a positional tolerance of 0.1 feet.
This map or plot has been calculated for closure and is found to be accurate within one foot in 134,099 feet.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

JOB NUMBER 203403

DRAWING NUMBER F-4456

SURVEY PLAT FOR:

80 Idlewood Court, Sandy Springs Georgia 30327

DATE: 1/17/22

SCALE: 30'

BONGERS HOMEBUILDERS

LAND LOT: 134 & 165	17th DISTRICT	SECTION	Fulton County, GA
LOT: 11-A	BLOCK:	UNIT:	PHASE:
SUBDIVISION: Exemption Plat Revision for Ernest Swift			
PLAT BOOK 346, PAGE 13	PARTY CHIEF: D.R.	FIELD DATE: 2/10/22	SHEET 1 OF 1
DEED BOOK, PAGE	DRAFTER: BJC		

REVISION	BY	DATE



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LAND SURVEYING CO.
EST 1955

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By: *Josh L. Lewis*
Josh Lewis IV, Registered Land Survey Number 3028



THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED

VARIANCE REQUEST TO
REDUCE FRONT SETBACK
FROM 60' TO 30'

AREA

55044 SQ. FT.
1.264 ACRES

LEGEND

These standard symbols may be found in the drawing.

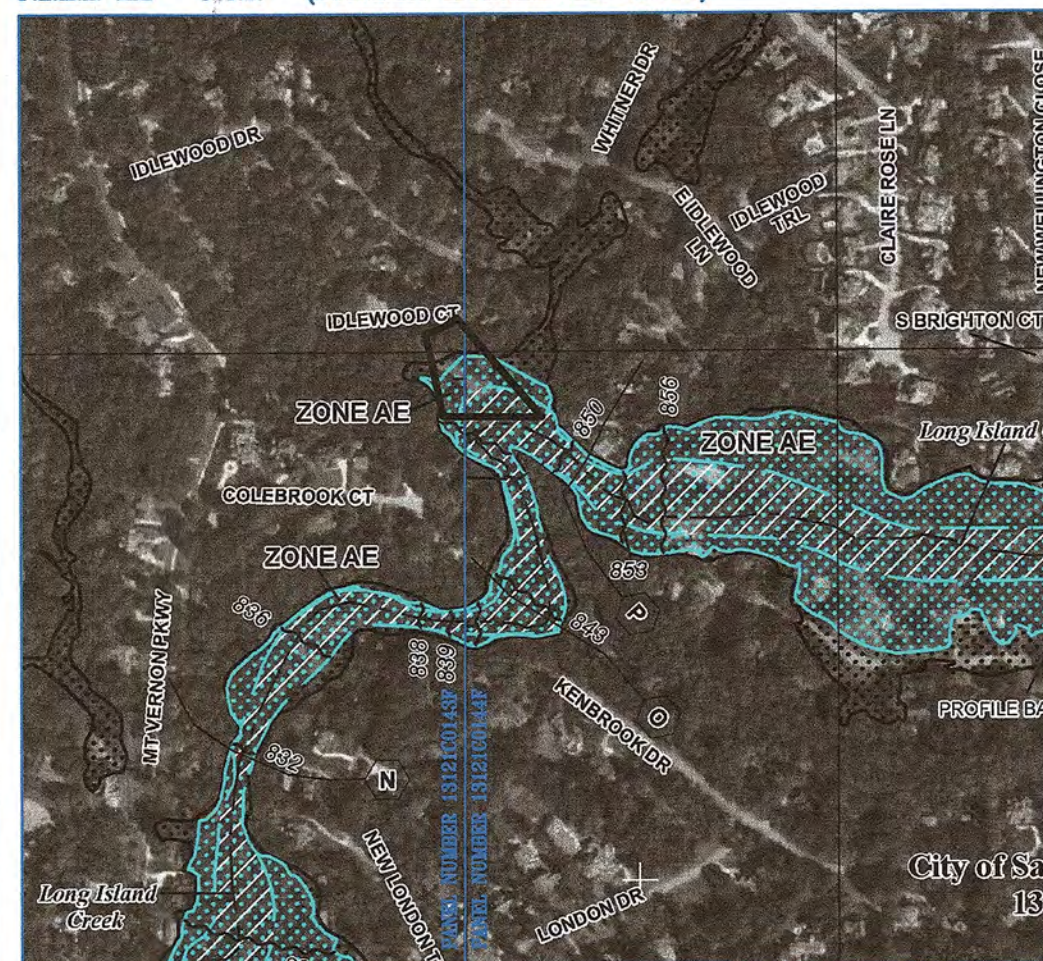
- 1/2" Rebar Set
- Iron Pin Found
- Building Line
- Catch Basin Lid
- Drop Inlet
- Light Pole
- Power Pole
- Sanitary Sewer Manhole
- Sewer Clean Out
- Telephone Pedestal
- Headwall/Endwall
- Spot Elevation
- Hardwood Tree
- Pine Tree
- Neighbor's Fence
- Overhead Electric Line
- Sanitary Sewer
- Sanitary Sewer (Not Field Located)
- Stormwater Pipe

4' 35" Magnetic North
4' 35" Declination
Grid North
GA West Zone
Reading Held

FULTON COUNTY G.I.S. AERIAL - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)



F.E.M.A. MAP - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)



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[Sandy Springs]
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CURVE TABLE

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155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

SURVEY PLAT FOR: 80 Idlewood Court, Sandy Springs Georgia 30327

DATE: 1/17/22 SCALE: 30'

REVISION BY DATE

BONGERS HOMEBUILDERS

LAND LOT: 134 & 165	17th DISTRICT	SECTION	Fulton County, GA
LOT: 11-A	BLOCK:	UNIT:	PHASE:
SUBDIVISION: Exemption Plat Revision for Ernest Swift			
PLAT BOOK 346, PAGE 13	PARTY CHIEF: D.R.	FIELD DATE:	SHEET 1 OF 1
DEED BOOK, PAGE	DRAFTER: BJC	2/10/22	

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GEORGIA
LAND SURVEYING CO.

EST 1955



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By: Josh Lewis IV, Registered Land Survey Number 3028

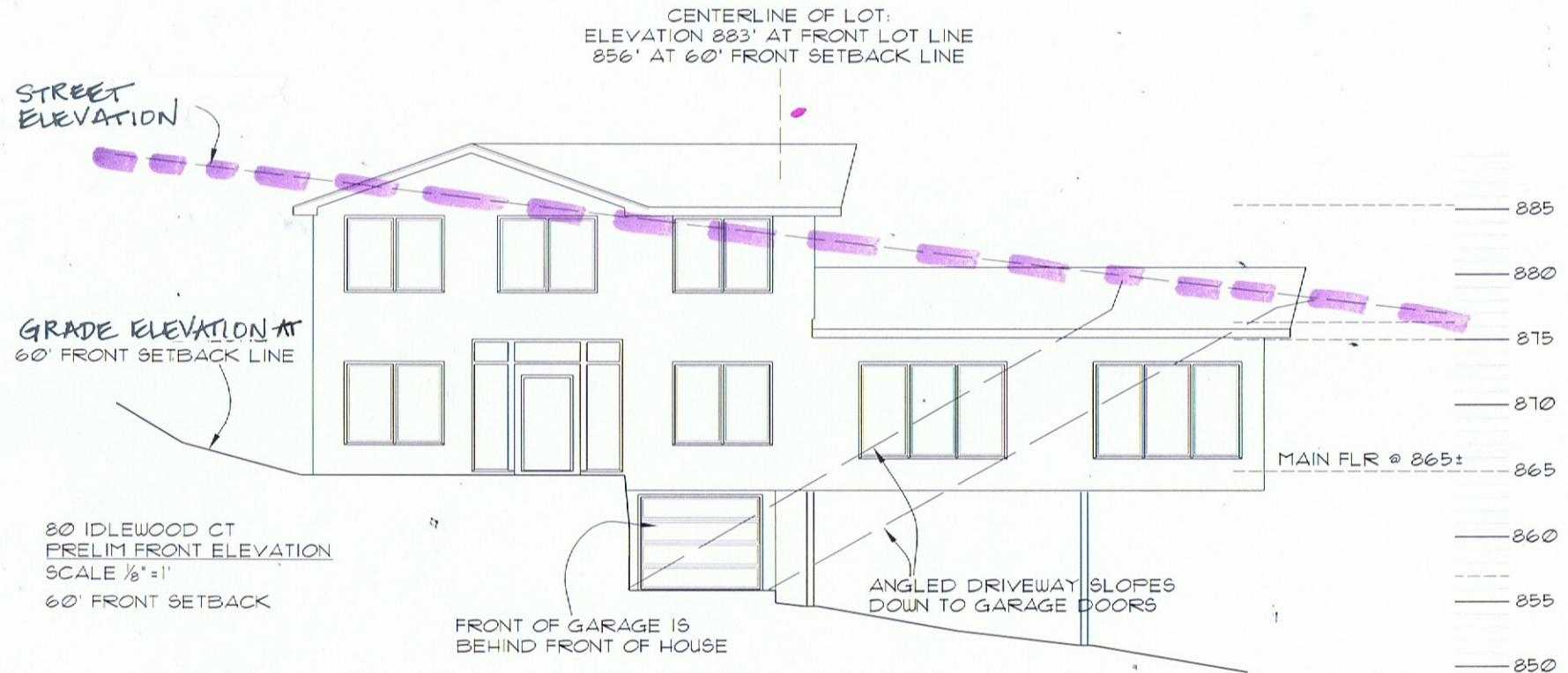


Legal Description

80 Idlewood Court, Sandy Springs

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 134 and 165 of the 17th District, Fulton County, Georgia, being Lots 11A, of Exemption Plat Revision for Ernest Swift (also known as Idlewood Valley Subdivision), as per plat recorded in Plat Book 253, Page 95, and revised in Plat Book 346, Page 13, Fulton County, Georgia records, which plats are incorporated herein and made a part hereof by reference for a more complete and accurate description of subject property.

HOUSE AT 60' SETBACK SHOWING ELEVATION RELATIVE TO STREET



HOUSE AT 30' SETBACK SHOWING ELEVATION RELATIVE TO STREET

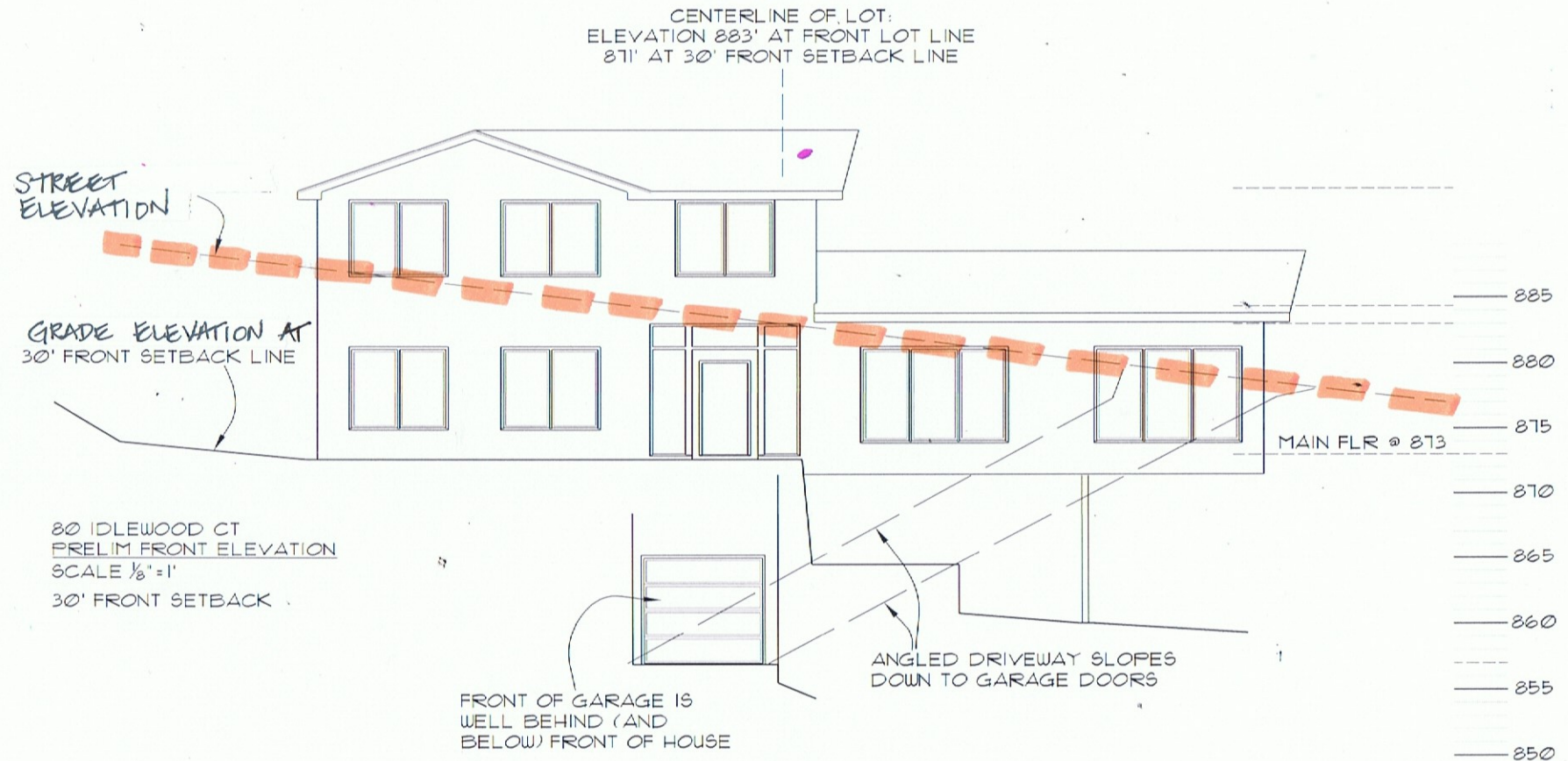


Image of 80 Idlewood Court – from street level







Image of 605 Colebrook Court, 23 feet from front property line



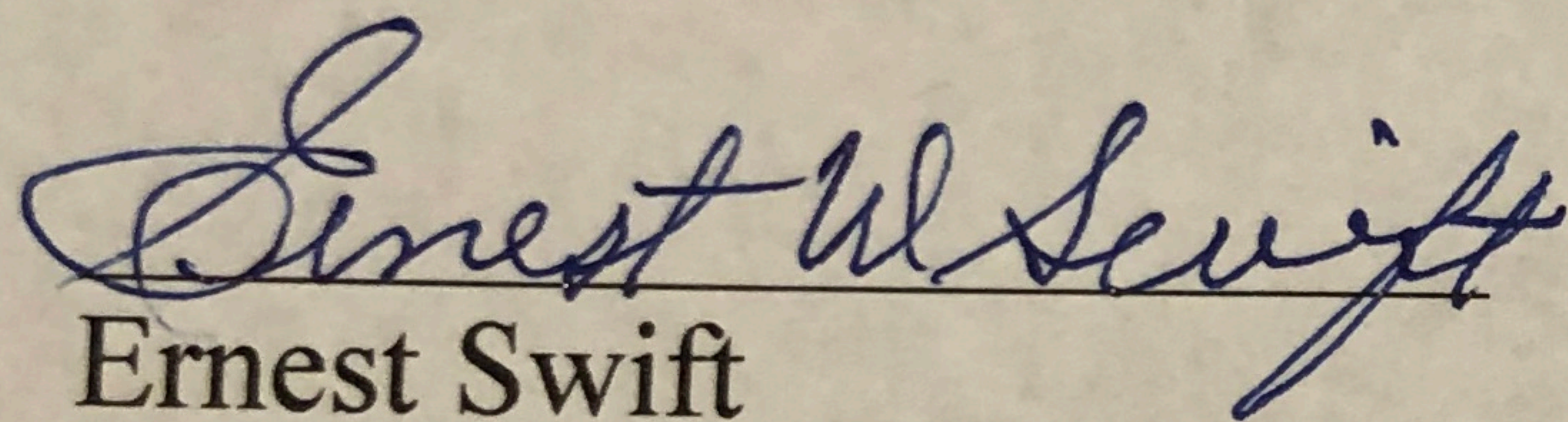
February 14, 2022

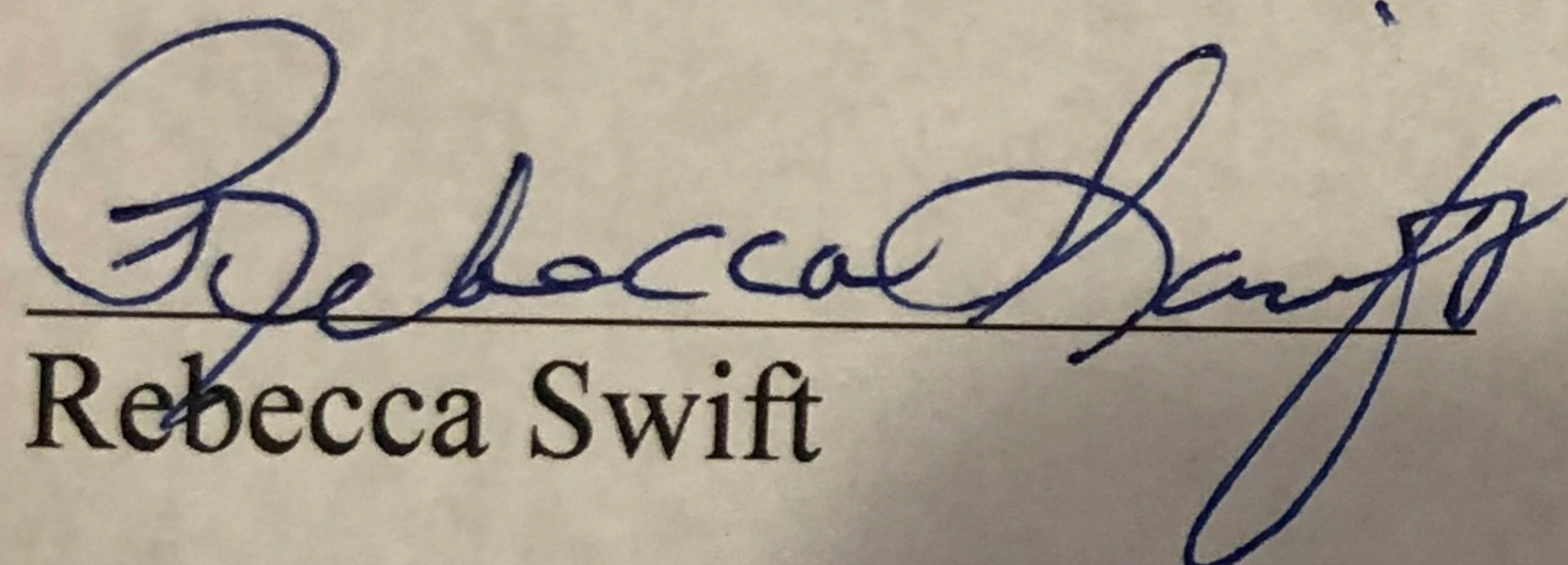
Re: Variance request by Heather and Ray Bongers for 80
Idlewood Court, Sandy Springs

Ernest and Rebecca Swift
50 Idlewood Court (left side neighbor)

This letter is intended to show our support for Heather and Ray
Bongers' application for a variance to the Development Code to
reduce the front setback building line from 60' to 30' at the lot
know as 80 Idlewood Court, Sandy Springs.

Sincerely,


Ernest Swift


Rebecca Swift

Board of Appeals

May 4, 2022



SANDY SPRINGS™
GEORGIA

V22-0006
80 Idlewood Court

STAFF RECOMMENDATION:
Approval

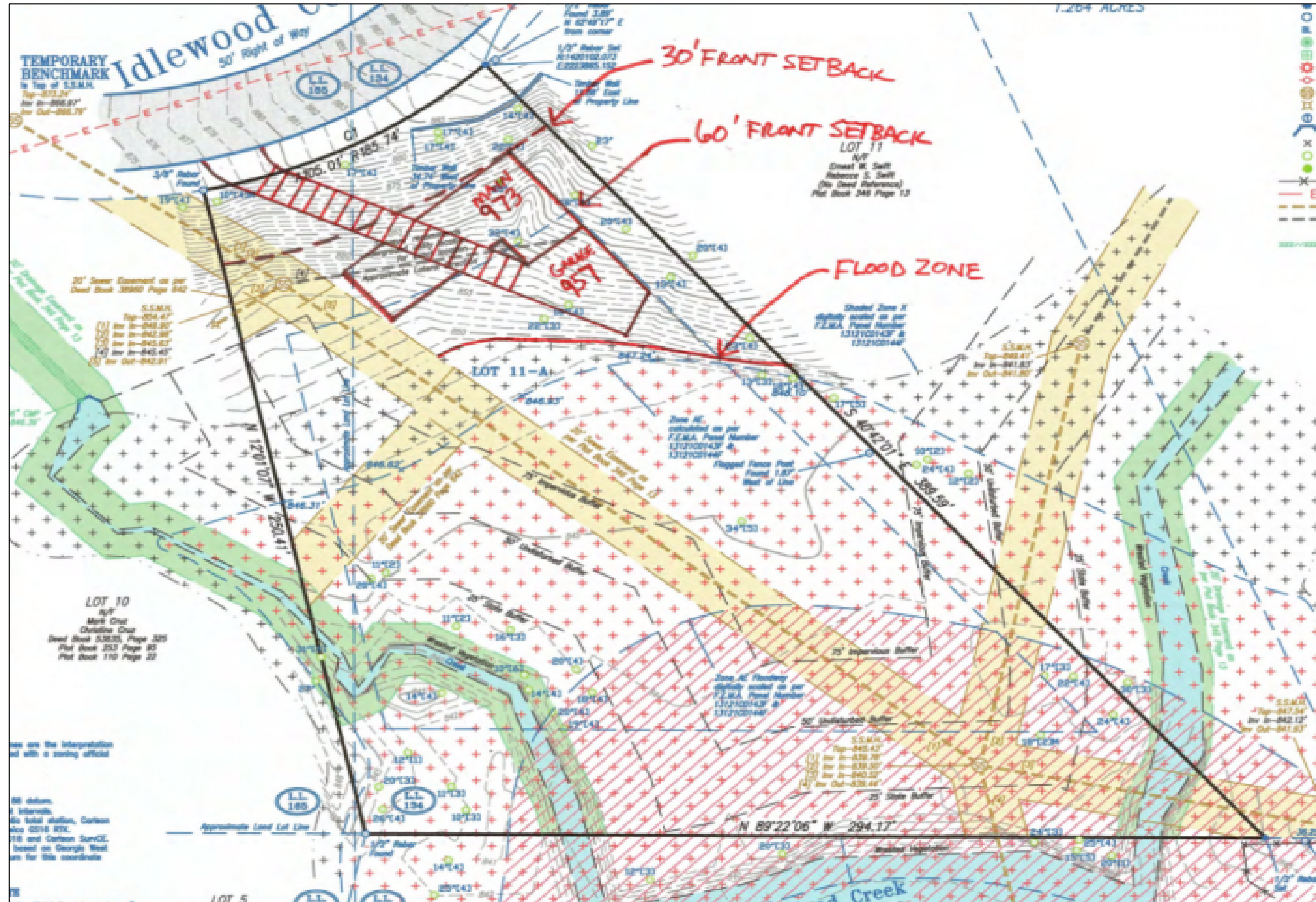
Request

- Request a variance from Section 2.3.2. to encroach into the 60 foot primary street setback by 30 feet in order to build a home.

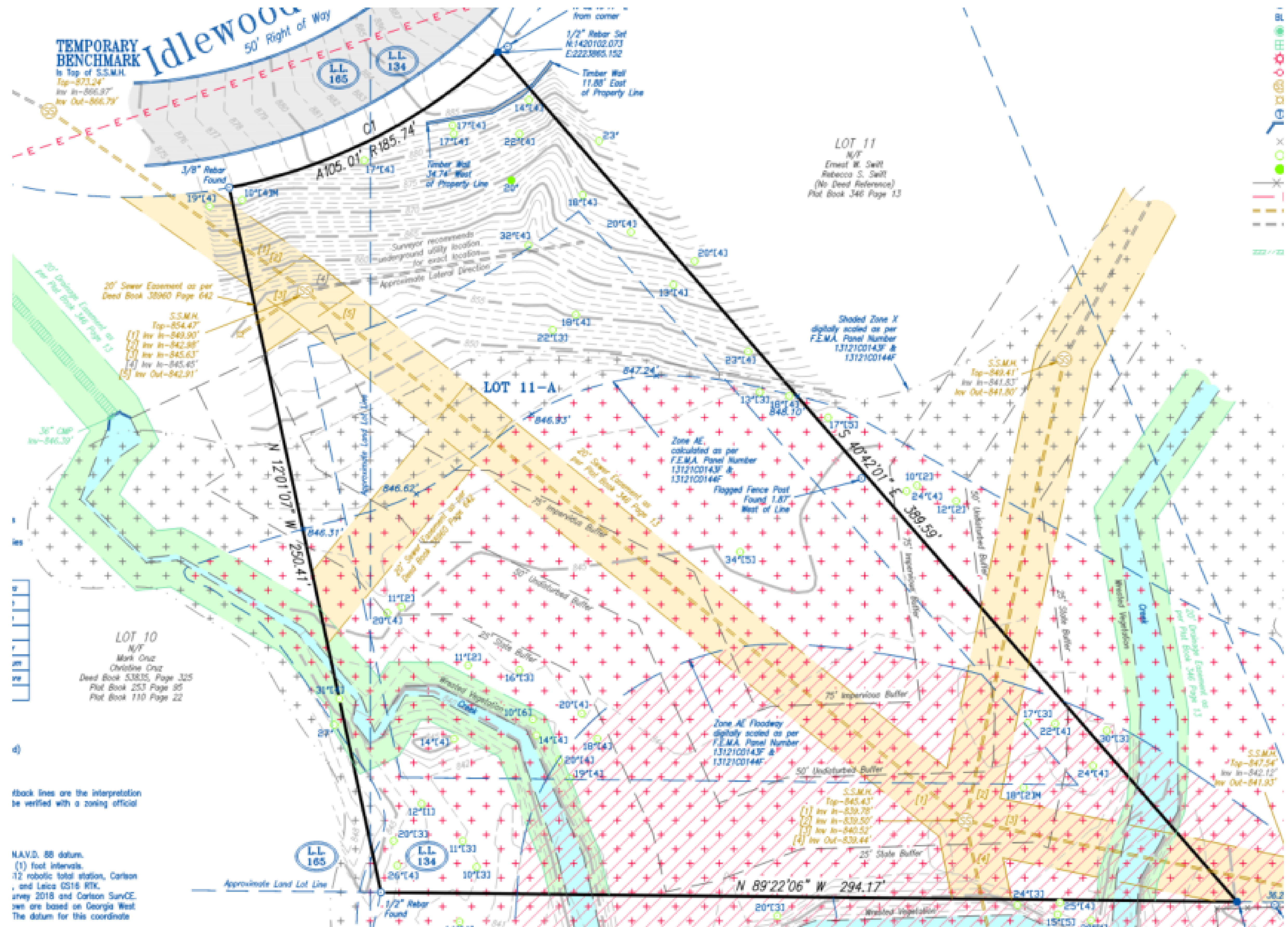
Proposed Development

- The 1.26-acre subject property is undeveloped with nearly 80% of the lot located in a flood zone leaving approximately 12,000 square feet of the lot near the street outside of the flood plain
- This 12,000 square feet area is further reduced as a buildable area by a sewer easement to the west as well as topography that drops steeply from the street.
- After several months of working with City staff to evaluate options for the placement of the new build, the applicants decided to seek a variance to allow an encroachment of up to 30 feet into the 60 feet front setback.

Proposed Development



Site Plan



Existing Conditions

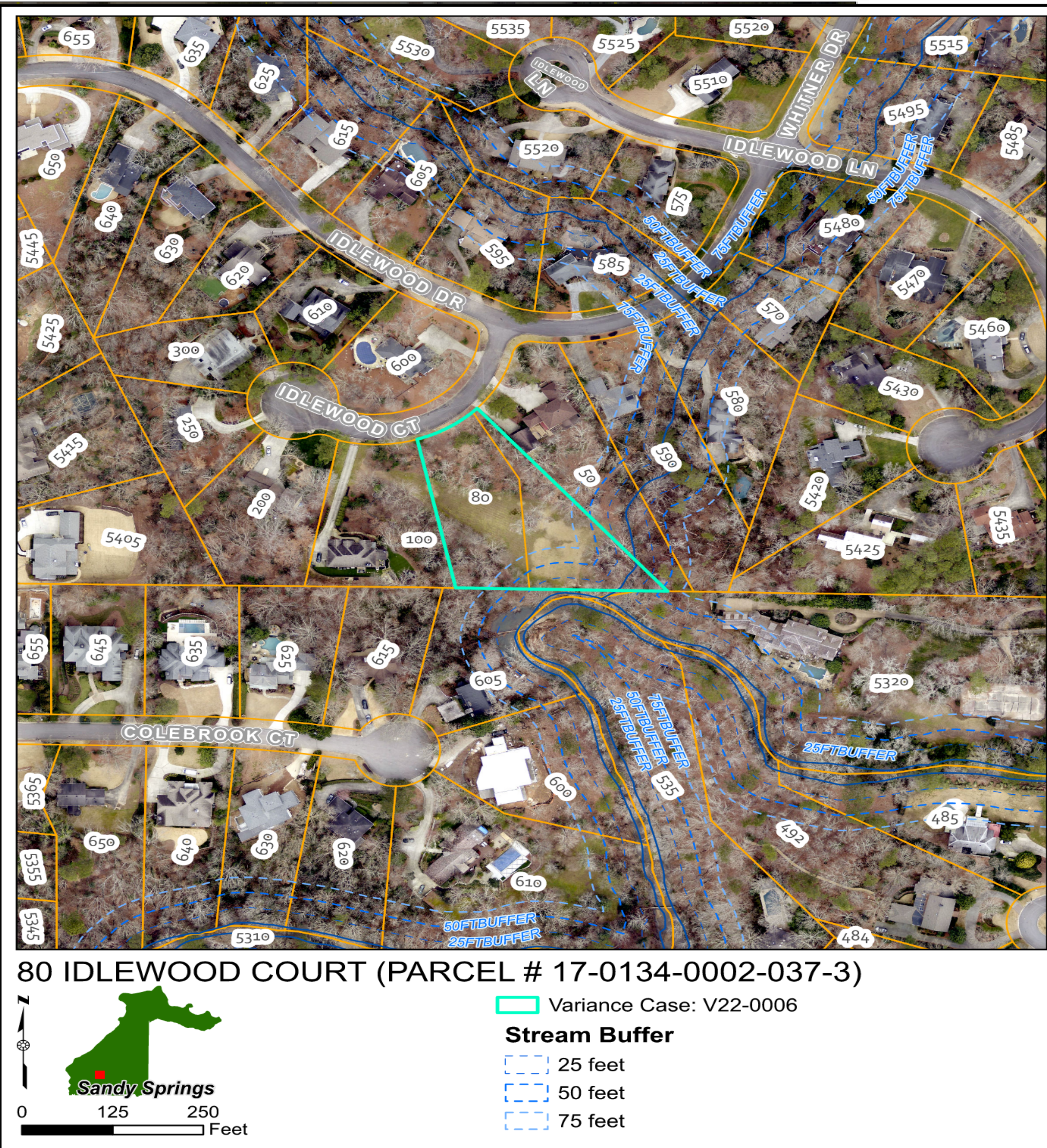


*View of current conditions facing South
from Idlewood Court*

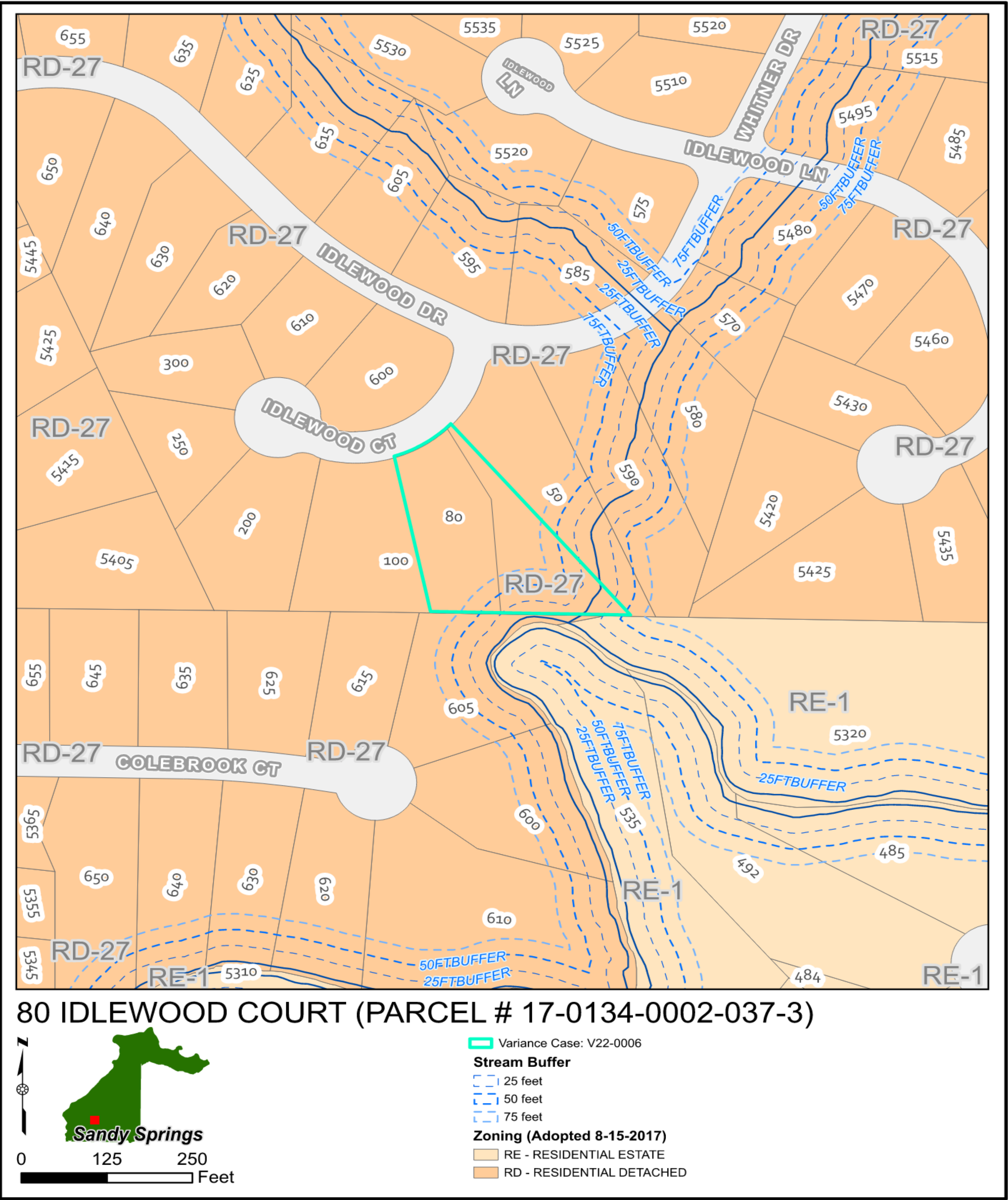


*View of the current conditions from
Idlewood Court facing directly
Southwest*

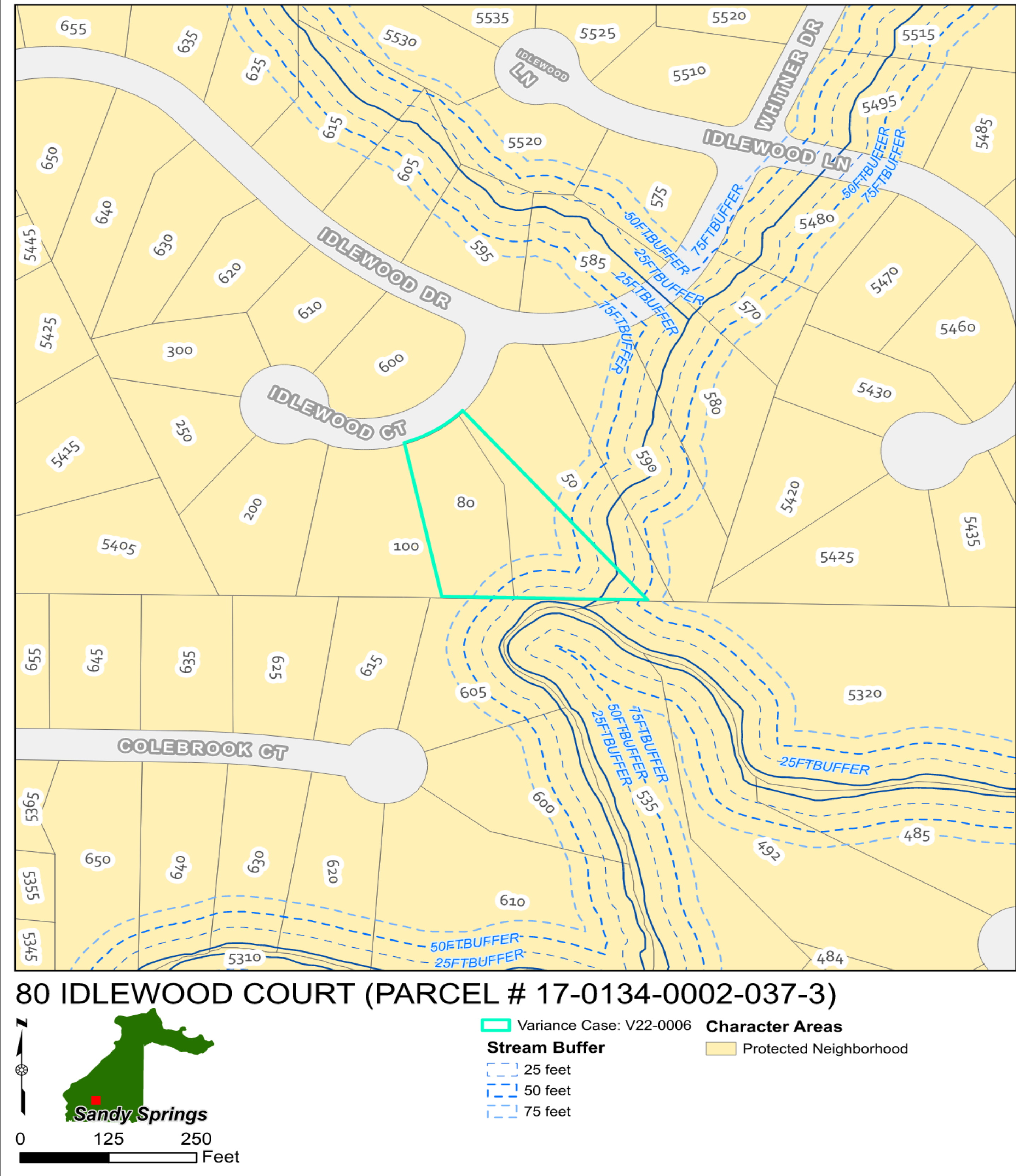
Aerial Image



Zoning Map



Character Area Map



V22-0006 Variance Considerations

- **Application of the Development Code would create unnecessary hardship; extraordinary and exceptional conditions specific to subject property do exist**
 - Adherence to the Development Code would create an unnecessary hardship in that it would nearly prevent this 1.26 acre, RD -27 subject property in the Mount Vernon Parkway neighborhood from being developed in a traditional manner.
- **There are extraordinary and exceptional conditions due to size, shape, or topography, which are specific to the subject property**
 - The subject property is approximately 1.26 acre in size, is square in shape, unlike the other properties in the neighborhood.
 - However, the property does have significant topography dropping 30' from the street elevation to the center of the lot.
 - The property is undeveloped nearly 80% of the lot located in a flood zone leaving approximately 12,000 square feet of the lot near the street outside of the flood plain. Of the 12,000 or so square feet remaining, approximately 9,500 is building setback and sewer easement---otherwise unbuildable. Sandy Springs does not allow encroachment into the setbacks by primary residential structures, therefore allowing a 30 feet encroachment into the 60 feet front setback requires a variance.

V22-0006 Variance Considerations

- **Such conditions are not the result of action or inaction of the current property owner**

The conditions of the subject property are not the result of action or inaction of the current property owners. According to the Fulton County Tax Assessors, the site has never been developed.

- **The variance request would provide the minimum relief necessary to make possible the reasonable use of the property.**

- The variance request would provide the minimum relief necessary to make possible the reasonable residential use of the property as the encroachment generically requested on the site plan would accommodate what would be considered a moderate footprint (approximately 2100 square feet, 1900 of which would be proposed within the primary street setback) for a primary residential structure in the City of Sandy Springs.

- **The variance request would result in development that is consistent with the general intent of this Development Code, Comprehensive Plan polices and would not be detrimental to the public good, safety, and welfare.**

- The Variance request would result in development that is consistent with the general intent of the Development Code and The Next Ten. While the Development Code requires that buildings are built within the buildable areas and not within setbacks, this property has a distinct challenge in abiding by the Development Code with its extraordinary site conditions. The applicant's proposal is aimed at providing a development that is consistent with the general intent of the Development Code to build a house.

Recommendation

- Staff recommends **Approval of Variance V22-0006.**



P&Z STAFF REPORT
Board of Appeals Meeting, May 4, 2022

Case: **V22-0008 and V22-0011 5058 Carol Lane**
Staff Contact: LaQuita Williams (lwilliams@sandyspringsga.gov)
Report Date: April 21, 2022

REQUEST

V22-0008- Request for a variance from Sec 10.5.1.A.3. a to allow for an existing private curb cut located on a collector order street frontage to remain while proposing to construct an additional private curb cut on a corner lot's local street order frontage.

-And-

V22-0011- Request for a variance from Sec. 9.4.2.G.3. and Sec. 9.4.3.C.2 to allow a retaining wall to encroach into the rear grading and retaining wall setbacks

APPLICANT

Property Owner(s): Kathleen and Harrison Jones	Petitioner(s): Kathleen and Harrison Jones	Representative(s): Kathleen and Harrison Jones
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RECOMMENDATIONS

Department of Community Development

Staff recommends **Denial** of **Variance(s)** V22-0008 and V22-0011.

MATERIALS SUBMITTED AND REVIEWED

Materials:

1. V22-0008 and V22-0011 Application received March 9, 2022

Plans:

1. "Site Plan Trees" prepared by Gaddy Surveying and Design, Inc., dated February 22, 2022. Received March 9, 2022.
2. "Site Plan" prepared by Gaddy Surveying and Design, Inc, dated February 22, 2021. Received March 9, 2022
3. "Survey" Gaddy Surveying and Design, Inc. , dated October 20, 2021. Received March 9, 2022

PROPERTY INFORMATION	
Location:	5058 Carol Lane (Parcel # 17 0136 LL0937)
Council District:	6– Andy Bauman
Neighborhood:	Powers Ferry Hills
Road frontage:	Approximately 238 feet of frontage on Powers Ferry Road and approximately 205 on Carol Lane
Depth:	Approximately 224 feet
Acreage:	Approximately 0.99 acres
Current Zoning:	RE-1 (Residential Estate 1 acre minimum)
Existing Land Use:	Residential
Previous Zoning Cases:	N/A
Character Area:	Protected Neighborhood

EXISTING CONDITIONS SURVEY (Received March 9, 2022)



PROPOSED DEVELOPMENT

The approximately 1 acre in size subject property is developed with a single unit detached residence, including a driveway with access to Powers Ferry (a collector street). The property owners are proposing a second curb cut and driveway with access onto Carol Lane (a local street). During the permitting phase with the City, it was determined that their proposal to keep the existing driveway could not be approved without a variance.

The owners are also proposing the construction of a retaining wall 10 feet from the rear property line to allow for a more level backyard, using the fill and soil removed from the construction of the driveway.

Per the Development Code Section 10.5.1 *Sandy Springs Technical Manual*

- Not more than one private curb cut may be located on any one street frontage for any one dwelling where the street is classified as a collector or higher order street. **If a lot has access to more than one frontage, it may not have any private curb cuts on a street that is classified as a collector or higher order street.** If both frontages are classified as collector or higher order streets, then the curb cut may be on the frontage with the lowest classification, or as designated by the department.

Per the Development Code Section 9.4.2.G.3 *In the rear building setbacks*

- In all RE- Districts, no grading is allowed within 20 feet of the rear lot line.

Per the Development Code Section 9.4.3.C.2 *In the rear building setbacks*

- In all RE- Districts, no retaining walls are allowed within 20 feet of the rear lot line.



View of rear yard facing North



View of rear yard facing Southwest

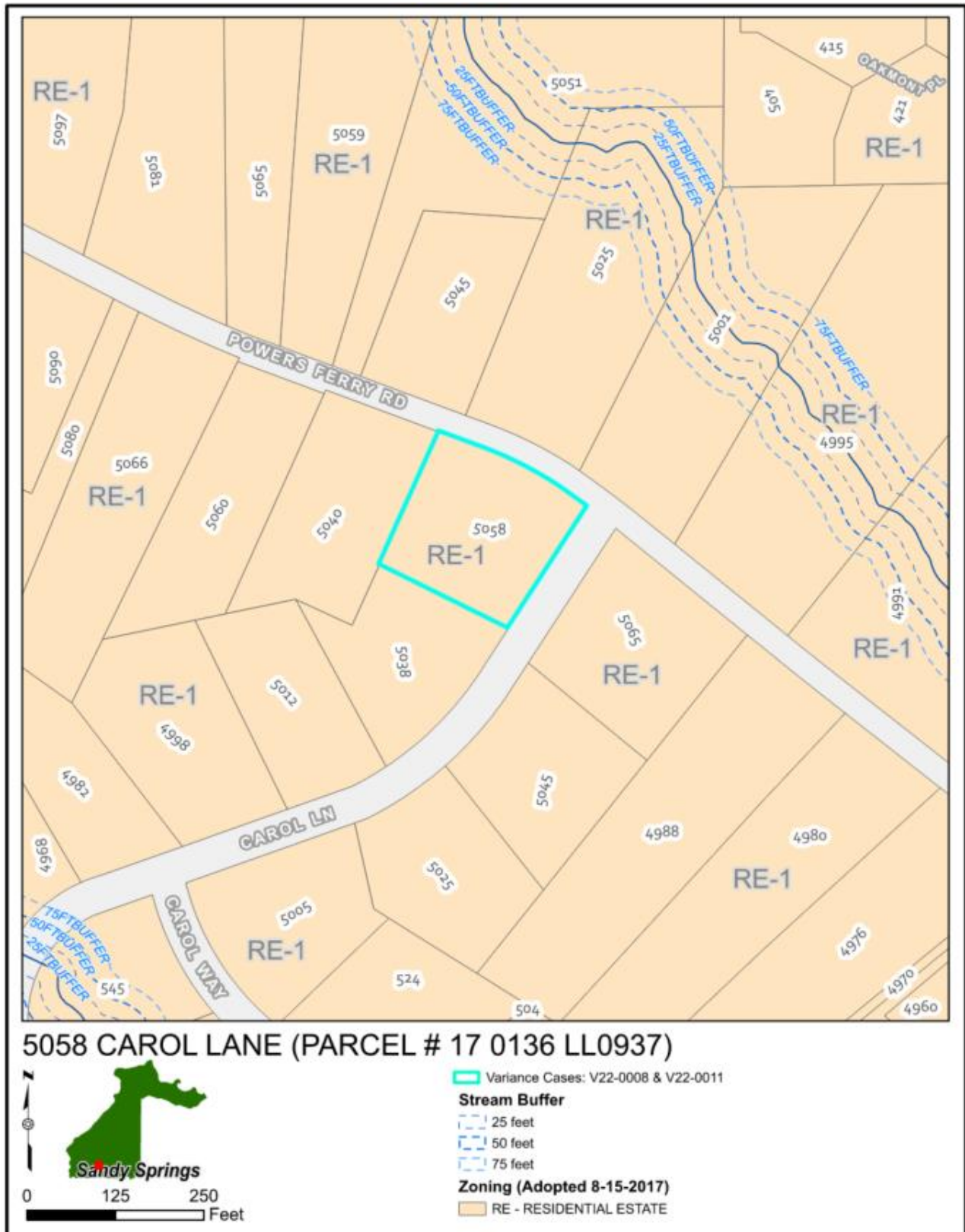


EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	RE-1/ Single Unit Detached Residential Estate	5025 Powers Ferry Road NW	2.20 acres
West	RE-1/ Single Unit Detached Residential Estate	5040 Powers Ferry Road NW	1.25 acres
South	RE-1/ Single Unit Detached Residential Estate	5038 Carol Lane	0.89 acres
East	RE-1/ Single Unit Detached Residential Estate	5065 Carol Lane	1.17 acres
Northeast	RE-1/ Single Unit Detached Residential Estate	5045 Carol Lane	0.98 acres
PROPOSED DEVELOPMENT			
--	RE-1/ Single Unit Detached Residential Estate	5058 Carol Lane	

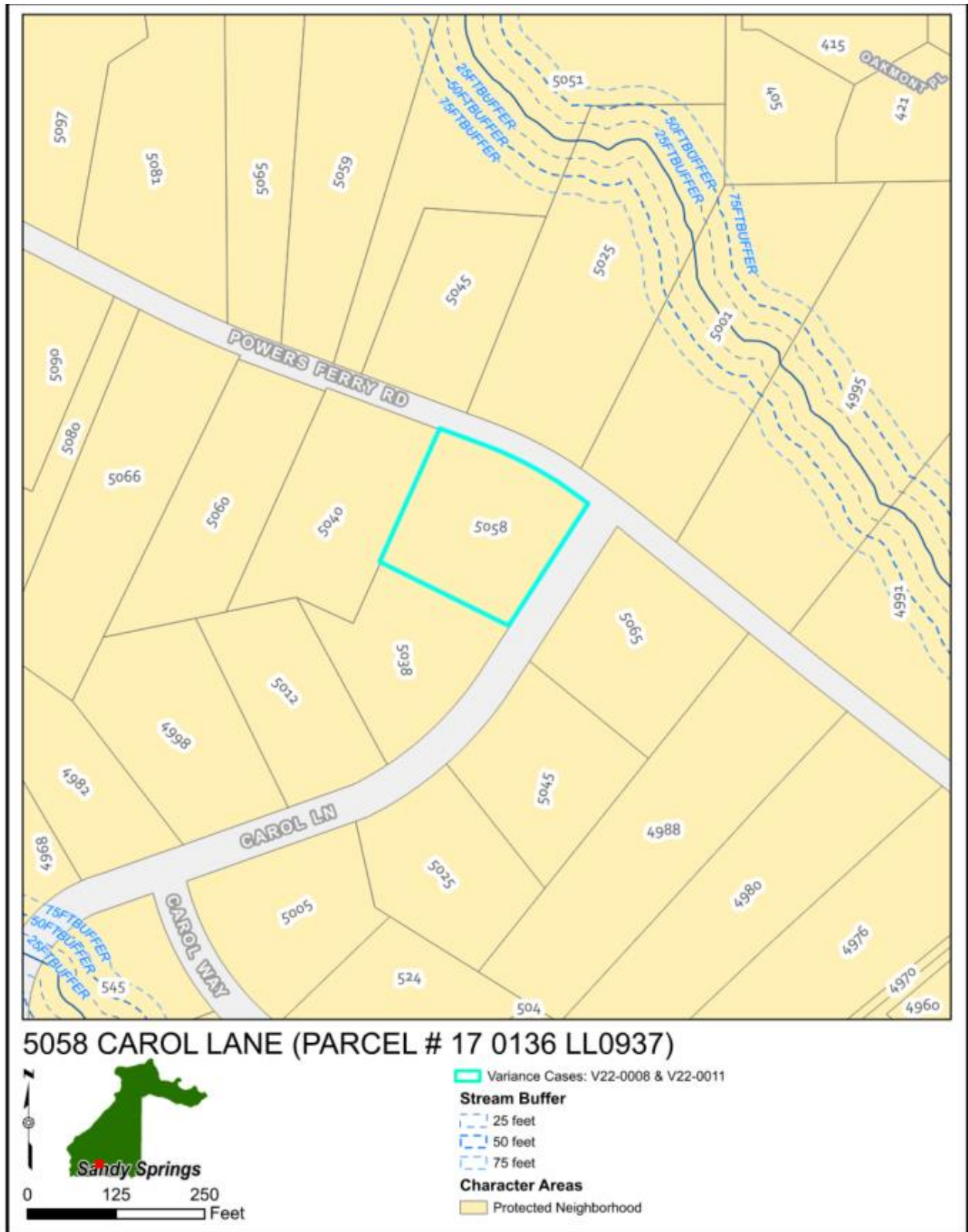
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



V22-0008 VARIANCE CONSIDERATIONS

Per Sec. 11.6.2.G. of the Development Code, the following list of approval criteria for a Variance provides guidance for making decisions on approval:

1. Variances will only be granted upon showing that:

- a. The application of this Development Code would create an unnecessary hardship, and not merely an inconvenience to the applicant; or**

Finding: It is Staff's view that the application of the Development Code would not create an unnecessary hardship in preventing the subject property in the Power Ferry Hills neighborhood from having two driveways. In either event, keeping their current access or creating a new one off of Carol Lane the subject property would have considerably safe access to a street.

- b. There are extraordinary and exceptional conditions due to the size, shape, or topography, which are specific to the subject property and not generally found in similar properties;**

Finding: Staff does not see that the subject property has extraordinary or exceptional conditions due to size, shape, or topography. While the property is located up on a considerable hill, this is generally found in similar neighboring properties.

2. Further, the application must demonstrate that:

- a. Such conditions are not the result of action or inaction of the current property owner; and**

Finding: Conditions are not the result of action or inaction of the current property owner. The current owner did not develop the house originally and as it stands today. The primary structure was built in 1958; the detached garage in 2008, while the house was purchased by the current homeowners in 2021.

- b. The Variance request would provide the minimum relief necessary to make possible the reasonable use of the property; and**

Finding: It is Staff's view that reasonable use of the property is currently being had. The property currently hosts street access, a sufficiently sized primary residential structure, a detached two-car garage, and other normal apparatus commonly found in residential settings such as decks and outdoor entertainment areas.

- c. The Variance request would result in development that is consistent with the general intent of this Development Code, with the Comprehensive Plan policies, and would not be detrimental to the public good, safety and welfare.**

Finding: The Variance request would result in development that is not consistent with the general intent of the Development Code and *The Next Ten*. The Development Code requires that site elements are built within the buildable areas and not within the various existing setbacks, this property does not have a distinct challenge in abiding by the Development Code with its site conditions.

V22-0011 VARIANCE CONSIDERATIONS

Per Sec. 11.6.2.G. of the Development Code, the following list of approval criteria for a Variance provides guidance for making decisions on approval:

1. Variances will only be granted upon showing that:

- a. The application of this Development Code would create an unnecessary hardship, and not merely an inconvenience to the applicant; or**

Finding: It is Staff's view that the application of the Development Code would not create an unnecessary hardship, but rather a mere inconvenience. By reducing the gradable area where a retaining wall may be located in the rear yard from the desired 10 feet from the property line, to the required 20 feet, it is Staff's view that this does not constitute a hardship.

- b. There are extraordinary and exceptional conditions due to the size, shape, or topography, which are specific to the subject property and not generally found in similar properties;**

Finding: Staff does not see that the subject property has extraordinary or exceptional conditions due to size, shape, or topography. While the property is located up on a considerable but not insurmountable hill, this is generally the type of topography found on neighboring properties and throughout the City.

2. Further, the application must demonstrate that:

- d. Such conditions are not the result of action or inaction of the current property owner; and**

Finding: Conditions are not the result of action or inaction of the current property owner. The current owner did not develop the house originally and as it stands today. The primary structure was built in 1958; the detached garage in 2008, while the house was purchased by the current homeowners in 2021.

- e. The Variance request would provide the minimum relief necessary to make possible the reasonable use of the property; and**

Finding: It is Staff's view that reasonable use of the property is currently being had. The property currently hosts street access, a sufficiently sized primary residential structure, a detached two-car garage, and other normal apparatus commonly found in residential settings such as decks and outdoor entertainment areas.

- f. The Variance request would result in development that is consistent with the general intent of this Development Code, with the Comprehensive Plan policies, and would not be detrimental to the public good, safety and welfare.**

Finding: The Variance request would result in development that is not consistent with the general intent of the Development Code and *The Next Ten*. The Development Code requires that site elements are built within the buildable areas and not within the various existing setbacks, this property does not have a distinct challenge in abiding by the Development Code with its site conditions.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs City Engineer:

V22-0011: Variance Request #2. Engineering recommends denial of the variance. The site has sufficient space to building walls and spoil any soils from the driveway construction in accordance with the development code. The applicant fails to show a hardship that requires a variance from the Development Code.

Sandy Springs Transportation Planner:

V22-0008: Engineering recommends denial of the variance. The applicant has a right to maintain access to Powers Ferry Road. Powers Ferry Road at this location has an AADT = 5,610 vehicles per day. Carol Lane generates approximately 300 daily vehicular trips for the 31 single family residences in this area based on Institute of Transportation Engineers Trip Generation Guidelines. The access to Carol Lane would provide a safer access point. The applicant can construct the access to Carol Lane by Code if they remove the access to Powers Ferry Road. The applicant state that the “driveway addition....will benefit us over the decades....given safety and accessibility improvements.” As such, the proposed driveway on Carol Lane would appear to be a safer access point. The applicant fails to show a hardship that requires the maintenance of the Powers Ferry Access.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

Financial considerations cannot be used to make a hardship argument. From the sustainability standpoint, the increase in impervious surface that is not necessary is not a desirable outcome.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Correspondence Received:

No public comment was submitted in writing.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATIONS

Following review, and based on the findings, Staff recommends **Denial** of **Variance request V22-0008**, for variance from Sec. 10.5.1.A.3. and Technical Manual Section 3.B.3.g to allow for an existing private curb cut located on a collector order street frontage to remain while proposing to construct an additional private curb cut on a corner lot's local street order frontage; **and**

Staff recommends **Denial** of **Variance request V22-0011** for variance from Sec. 9.4.2.G.3. and Sec. 9.4.3.C.2 to allow a retaining wall to encroach into the rear retaining wall and grading setbacks.

Received

April 14, 2022, 7:47 PM



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GEORGIA

V22-0008 &
Case No.: V22-0011
Planner's initials: [Signature]

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 5058 Carol Lane, Sandy Springs, GA 30327	
	Parcel Tax ID(s): 17-0136-LL-093-7	
	Total acreage: 1.02	Council District: 6
	Current zoning: RE-1	Current use: Single Unit Detached
	Character Area: Protected Neighborhood	

APPLICATION	Detailed request (include Code Section No.):
	High level summary: Request for a variance from Sec. 10.5.1.A.3. and Technical Manual 3.B.3.g to allow for an existing private curb cut on a collector street to remain while proposing to construct an additional private curb cut on a corner lot's local street order frontage and also from Sec. 9.4.2.G.3. and Sec. 9.4.3.C.2 to allow a retaining wall to encroach into the rear retaining wall setback. Variance Request 1. Requirement: Section 10.5.1. - Sandy Springs Technical Manual A. The Sandy Springs Technical Manual contains improvement requirements, including but not limited to: 3. Access and Driveway Spacing. And Sandy Springs GA Technical Manual, Section 3, Roadway Design and Pavement specifies: B. Driveway intersections and access improvements. 3. Residential driveway standards. i. Lots previously developed as single family detached homes: Driveway locations may remain in the existing location as was previously used to access the property (regardless of zoning class); g. Not more than one private curb cut may be located on any one street frontage for any one dwelling where the street is classified as a collector or higher order street. If a lot has access to more than one frontage, it may not have any private curb cuts on a street that is classified as a collector or higher order street. If both frontages are classified as collector or higher order streets, then the curb cut may be on the frontage with the lowest classification, or as designated by the department. Variance Request 1 will allow for the lot to have a second lot curb cut, and the construction of a driveway for 5058 Carol Lane to Carol Lane per the submitted plans. It will also allow for the previously existing driveway exiting to Powers Ferry to be maintained undisturbed, per Section 3.B.3.i of the Technical Manual. Variance Request 2. Section 9.4.3.C.2. Rear Setbacks In the rear building setbacks Requires: a. In all RE- Districts, no retaining walls are allowed within 20 feet of the rear lot line.



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GEORGIA

Case No.: _____
Planner's initials: _____

	And Section 9.4.2.G.3. In the rear building setbacks Requires:	
	a. In all RE- districts, no grading is allowed within 20 feet of the rear lot line.	
	Variance Request 2 will allow for the construction of a retaining wall 10 feet from the rear property line to allow the currently almost unusable back yard to be more level to increase usability and safety. Fill and soil removed during construction of the driveway will be used behind the retaining wall to level the yard, avoiding unnecessary hauling.	
	Petitioner: Harrison and Kathleen Jones	
	Petitioner's address: 5058 Carol Lane, Sandy Springs, GA 30327	
	Phone: [REDACTED]	Email: [REDACTED]

OWNER	Property owner: Harrison and Kathleen Jones:	
	Owner's address: 5058 Carol Lane, Sandy Springs, Ga	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process):	
	<i>If the property is under contract, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

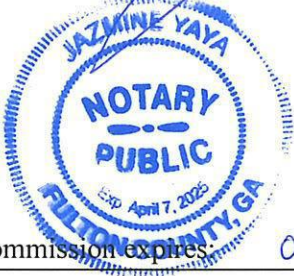
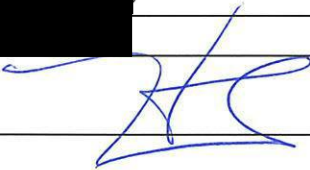
Pre-Application Meeting date: March 8, 2022	Anticipated Application date: March 29, 2022
Anticipated BOA date: May 4, 2022	
ADDITIONAL INFORMATION NEEDED:	



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AUTHORIZATION FORM – PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: Harrison Jones	Sworn and subscribed before me this 19 th day of February 2022
Address: 5058 Carol Lane	
City, State, Zip Code: Sandy Springs, GA, 30327	Notary public: 
Email address: [REDACTED]	Seal:  Commission expires: 04/07/2025
Phone number: [REDACTED]	
Owner's signature: 	

B- If the Applicant is *not* the owner of the subject property: **N/A**

Fill out the following section, check the appropriate statement and have it notarized.

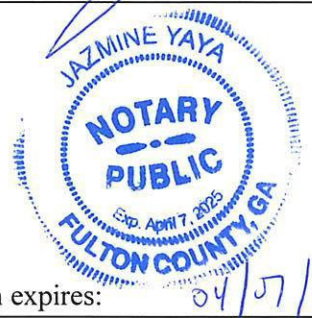
Applicant states under oath that: ☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or ☐ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or ☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this
Company name:	
Address:	 th day of 20
City, State, Zip Code:	
Email address:	Notary public:
Phone number:	Seal:
Applicant's signature:	
Commission expires:	



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AUTHORIZATION FORM – PART I

C- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: Kathleen Jones	Sworn and subscribed before me this 19 th day of February 2022
Address: 5058 Carol Lane	
City, State, Zip Code: Sandy Springs, GA, 30327	Notary public: 
Email address: [REDACTED]	Seal: 
Phone number: [REDACTED]	
Owner's signature: 	
Commission expires: 04/07/2025	

D- If the Applicant is *not* the owner of the subject property: N/A

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or	
☐ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or	
☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this
Company name:	
Address:	 th day of 20
City, State, Zip Code:	
Email address:	Notary public:
Phone number:	
Applicant's signature:	
Seal:	
Commission expires:	

Letter of Intent Variance Number 1

Requested Variance:

Section 10.5.1. - Sandy Springs Technical Manual

A. The Sandy Springs Technical Manual contains improvement requirements, including but not limited to:

3. Access and Driveway Spacing.

And Sandy Springs GA Technical Manual, Section 3, Roadway Design and Pavement specifies:

B. Driveway intersections and access improvements.

3. Residential driveway standards.

- i. Lots previously developed as single family detached homes: Driveway locations may remain in the existing location as was previously used to access the property (regardless of zoning class);
- g. Not more than one private curb cut may be located on any one street frontage for any one dwelling where the street is classified as a collector or higher order street. If a lot has access to more than one frontage, it may not have any private curb cuts on a street that is classified as a collector or higher order street. If both frontages are classified as collector or higher order streets, then the curb cut may be on the frontage with the lowest classification, or as designated by the department.

Variance Request 1 will allow for the lot to have a second lot curb cut, and for the construction of a driveway for 5058 Carol Lane to Carol Lane per the submitted plans. It will also allow for the previously existing driveway exiting to Powers Ferry to be maintained undisturbed, per Section 3.B.3.i of the Technical Manual.

Discussion:

Homeowners' intent: The homeowners purchased the property at 5058 Carol Lane in February of 2021, and have been using the existing driveway for over a year now. The Jones both come from families whose parents stayed in the same residences for over 30 years, and this property was purchased with the intent to make it their forever home. Any changes to the lot configuration will impact the family for many years. Safety considerations are judged based on the family's use over the long term, including the children's development, and even to include the eventual safety of new drivers.

The driveway addition is expensive, but will benefit us over the decades, so the cost can be justified given the safety and accessibility improvements. It will look consistent with the driveways that exist in the neighborhood.

The addition of a new section of the driveway running from the pad in front of the lower-level garage to Carol Lane will grant many advantages. Some include:

Addition of a paved surface with a slope of less than 14% grade opening onto Carol Lane will allow the reduction of emergency services response time to any family emergencies, including fire, emergency medical treatment, and ambulance services. The current driveway opening to Powers Ferry is steep (up to a 35% grade), and is difficult or impossible for some emergency vehicles to access. In addition, the current driveway entrance is not the one that location services take vehicles to. They are routed onto Carol Drive. A combination of miss-location, and lack of full access can add critical time delay to emergency response. The new driveway location will be to where the location services currently direct vehicles. Correct location, and accessible driveway will save minutes, when minutes count.

The reduced driveway slope will allow the family safe paved access to Carol Lane. Strollers and Bicycles can manage the slope. Walkers and runners can manage the slope. When the next section of Powers Ferry Sidewalks is complete, our family can look forward to walking to Chastain. The neighborhood walkability will be increased. The new driveway is designed to be consistent with others on Carol Lane. The front lot development and landscaping will be an improvement from the steep undeveloped slope currently presented by the lot.

Drivers will benefit from exiting onto a less traveled street in some cases. (Better visibility is available from the Powers Ferry exit when turning right onto Powers Ferry). The new driveway will be safer during conditions of ice and sleet. Current access to Carol Lane and the mailbox on Carol Lane is via walking down a steep paver stairway.

We currently estimate that vehicles parked in the garage will prefer the Carol Street exit. Visitors to our house may prefer to exit the Powers Ferry exit, avoiding trying to turn around given the limited space.

Currently, vehicle turn around at the garage entrance is difficult for visiting trucks or vehicles due to the small pad available because of the lot's topology, and the location of the previously built separate two car garage. Any vehicle present can block in all vehicles, including those in the garages. Currently trucks that can drive up the steep current slope are forced to back onto Powers Ferry with the vehicle cab far enough from the street to impact their view of the road. Those that can not manage the slope are forced to block a lane on Powers Ferry to make their delivery. A low slope driveway on Carol Lane would eliminate many of these concerns. If trucks chose to back down the new driveway, they would be entering onto Carol Lane with full view. If they could manage driving out using the Powers Ferry Curb Cut, their visibility would be very good, since the cab would be near the street, where visibility is very good. Cars would not have to turn around at the top, either, but could drive through. Off street parking on the Carol Lane driveway would allow visitors to park without blocking the garages.

Alternative locations for a driveway were eliminated due to the topology of the lot. When Carol Lane was created and developed in the 1950s, steep banks were created on the lot bordering Powers Ferry and Carol Lane, much reducing the available area for use. The intersection at Carol Lane at Powers Ferry is the highest street location bordering the property, at an elevation of 952 feet. The roads slope down from there, resulting in elevations of 936 feet at the end of the lot on Powers Ferry at the current driveway entrance, and at 936 feet at Carol Lane at the lot's end. The house is built on a hill with a ground floor elevation of 971.5 feet, and a basement elevation, where the drive-under garage is located of 962.5 feet. The hill between the garage and Carol Lane is at about 972 feet. To install a driveway onto Carol Lane, at the location nearest Powers Ferry, the hill will be reduced to the driveway level, resulting in a drop of only about 10 feet over the length of the drive, resulting in the smallest slope possible. All other locations result in a steeper slope.

Also note that outdoor ground level access to the home's entrance and first floor still requires sidewalks and stairs from the driveway level. The first floor and basement are from the original 'ranch style' home built in about 1960. This driveway addition is for function.

The current driveway onto Powers Ferry is also the major pathway for water drainage for almost half of the yard's hilltop during high rainfall periods. Any removal of the current paved surface to the Powers

Ferry curb cut will result in areas of high erosion at the newly exposed soil surface due to the steep slope. Any attempt to perform modifications to the current driveway would probably require additional water mitigation cause an unnecessary expense, and financial hardship. The property has had the same water drainage flow for over 60 years. The owners do not consider removal of paved surface at Powers Ferry to be an option to remove a second lot Curb Cut.

This improvement, in all likelihood was probably not made in the past due to cost. The new owners have determined that the benefits to safety and access justify the cost. The new driveway and landscaping will be constructed in a way that its look is consistent with the other houses in the neighborhood.

Alternative designs have been explored; however, they were found to continue or introduce new hardships for the homeowner. They are summarized below:

Alternative Option 1) Keep Powers Ferry Driveway as is, do not add additional driveway

- Driveway enters busy road with poor sightlines, people frequently speed around curves
- Driveway is Incredibly steep
 - Wife cannot take out the garbage - was run over by trashcan during last attempt
 - Unable to push baby stroller between house & street
 - Elderly father cannot access house from street and vice versa – would not be able to escape property if fire arose
 - Older cars stall and slide into the busy street of Powers Ferry
 - Trucks greater than 10ft long cannot utilize driveway – home depot was unable to deliver appliances, unable to hire moving company during move in, fire truck unlikely to access house. We even have planned home renovations that cannot begin due to the required equipment being unable to access the house
- The current driveway is not at home address. GPS takes cars to front of house which has no house access. Visitors become lost, packages do not get delivered, and increases risk of emergency vehicles not being able to find the house in rapid manner.

Alternative Option 2) Add new driveway to Carol lane and remove the current Powers Ferry driveway

- High financial burden to remove driveway
- Lead to dirt erosion on property, destabilization of house foundation
 - Most of the water that falls on center and back portions of property exit the property by flowing down the driveway. This has been the path of the water for 60+ years
 - Without the concrete driveway being a funnel for water runoff, there will be only dirt, which will immediately begin to erode.
 - Lead to foundational destabilization unless we invest in more water mitigation measures, which leads to more financial hardship. Water mitigation efforts may require building retaining walls outside of allowed areas, leading to more variance requests
- Continue to prevent large trucks from accessing property
 - There is only a small pad at the top of the driveway and not a proper turnaround area. Large trucks and emergency vehicles would still find it difficult to leave property. It would be much easier for them to drive down the old driveway to exit house.

Letter of Intent Variance Number 2

Requested Variance:

Section 9.4.3.C.2. Rear Setbacks In the rear building setbacks Requires:

- a. In all RE- Districts, no retaining walls are allowed within 20 feet of the rear lot line.

And Section 9.4.2.G.3. In the rear building setbacks Requires:

- a. In all RE- districts, no grading is allowed within 20 feet of the rear lot line.

Variance Request 2 will allow for the construction of a retaining wall 10 feet from the rear property line to allow the currently almost unusable back yard to be more level to increase usability and safety. Fill and soil removed during construction of the driveway will be used behind the retaining wall to level the yard, avoiding unnecessary hauling and environmental impact.

The homeowners' intent is to achieve a usable back yard, at minimal cost, and minimal negative impact to the neighbors, and to the environment.

Due to the existing topology, and the location of the structures, very little area of our almost one-acre lot is usable for a yard. Steep road cuts made to develop Powers Ferry and Carol Lane years ago line the yard borders adjacent to those roads. The house and garage are built on top of the remaining hill. The area behind the house is a slope (10 foot drop over 40 feet) that is steep enough that my parents, when they visit, are unstable walking it without fear of falling. Any young children will have the same problem.

The property that bounds the rear of our lot has a major cut and high wall bounding their driveway within 10 feet of their property line with us. There is a 6 foot fence along the rear of our property, about 5 feet our side of the property line. The current requirement for a 20 foot setback to build a wall from the rear of the property would limit the size of the yard to about a 20 foot width. Not much room for a child and dog to play. We would like to build a retaining wall as close as 10 feet to the rear property line, and fill using the dirt cut from the driveway cut, to reduce our back yard slope to something usable. We would like to increase the usable width to almost 30 feet by allowing the wall to be closer to the back property line. The wall constructed will be an engineered wall. The back yard will be finished mostly in sod. The retaining wall will be a maximum of 6 feet in height, but will vary in height over the length of the wall. The reduced amount of setback will not interfere with our ability to maintain our property between the fence and the wall.

The wall will not be visible from property that bounds our lot, and mostly hidden from view from anyone near our property line bordering Powers Ferry. Building the wall should have minimal impact on anyone in the community.

Alternative designs have been explored; however, they were found to continue or introduce new hardships for the homeowner. They are summarized below:

Alternative Option 1) Keep backyard as is

- Financial burden - \$20K+ to transport excess dirt from new driveway construction off property. This money would be saved if able to be utilized in another area of the property
- Backyard is steep and is a tripping hazard
 - Elderly father already fallen down backyard
 - Unsafe for young children to play in

Alternative Option 2) Build retaining wall in allowable build area (blue hatch area in image below)

Variance Analysis Variance Number 1 (Driveway)

Zoning is SE-1, and the lot is nominally one acre. The topology of the lot is such that most of the lot is not usable due to road cuts, and location of the buildings. There is no large level area on the lot currently. There is a small area outside the front door which is the crest of the hill.

When Carol Lane was created and developed in the 1950s, steep banks were created on the lot bordering Powers Ferry (40 feet wide, 20 foot tall) and Carol Lane 60 feet wide, 24 foot tall), much reducing the available area for use. The hill still rises some from the cut. The intersection at Carol Lane at Powers Ferry is the highest street location bordering the property, at an elevation of 952 feet. Both roads slope down from there, resulting in elevations of 936 feet at the end of the lot on Powers Ferry at the current driveway entrance, and at 936 feet at Carol Lane at the lot's end. The house is built on a hill with a ground floor elevation of 971.5 feet, and a basement elevation, where the drive-under garage is located of 962.5 feet. The hill between the garage and Carol Lane is at about 972 feet. There is a 36 foot elevation change over the lot. The back yard begins about 40 feet from the back property line. The hill slopes away from the house, a 10 foot drop over the 40 feet. There is currently very little gently sloped area on the lot.

The topology leads to some challenges when trying to design a safe system for vehicles to access the property, and the owner to use the garages. The topology and the limited turnaround area available due to the topology result in safest option being allowing a new driveway on Carol Lane, not far from the Powers Ferry intersection, and maintaining function of the original driveway.

This configuration will allow for optimal conditions, given the topology, for emergency services to respond to the property. Deliveries can be made to the property without blocking Powers Ferry. Visitors to the property can access the house from Carol Lane, using the new driveway. Vehicles can drive in one direction, without having to try to turn around between the garages, or without blocking the garages. Pedestrian and bicycle access to the property will be practical. Simple things, like placing the garbage can on the curb, will be less hazardous. Longer vehicles will have options other than backing onto Powers Ferry. Rear site drainage will be maintained in the configuration that has existed for decades. The look and feel of the neighborhood will be enhanced, and the driveway will be consistent with others on Carol Lane.

Alternatives were explored in the initial site development for this driveway. Alternate curb cut locations resulted in much higher slopes. Eliminating the use of the current Powers Ferry segment resulted in lower safety, and potential excessive erosion issues.

The proposed configuration does not negatively impact traffic on Powers Ferry. It does eliminate some issues with Emergency Services, deliveries, and personal safety on the property. The added traffic created by the entrance on Carol Drive is offset by a reduction in Powers Ferry traffic for the small segment of road where the vehicles travel path is different. Consequently, there are no significant negative impacts on traffic from the change.

Addressing the general purpose and intent of the Development Code (Sec. 1.1.5.) relative to this variance:

- Ensuring conservation of land and natural resources
 - The fill from the driveway will be used where appropriate as back yard fill to level the yard.
- Promoting the preservation and enhancement of tree canopy in residential areas.

- The trees are conserved over the large area of slopes in the areas of the yard facing Carol Lane. Selected trees will be used in the landscaping of the area impacted by the driveway installation.
- Guiding reinvestment in established neighborhoods that preserves and reinforces their unique characteristics
 - The driveway to be constructed is more in keeping with the style that exists in the neighborhood than the current lot appearance from Carol Lane.
- Promoting development along transit corridors that enhances their function as mixed-use, walkable centers that serve surrounding residential neighborhoods
 - The new proposed configuration will help avoid trucks parked on Powers Ferry to deliver packages, and the hazard of vehicles backing onto Powers Ferry. When sidewalks are completed along Powers Ferry, hazards to pedestrians along the street from vehicles backing up will be reduced.
- Providing parking and access standards that appropriately balance pedestrian and vehicular needs and result in safe pedestrian environments of the highest quality.
 - Granting this variance shows that the system of use of standards, with consideration of specific needs when required, is a system that is flexible enough to allow appropriate development in Sandy Springs. Overly rigid interpretation of standards can actually hurt proper development. Increasing family and visitor access to Carol Lane, in the long term will enhance a safe pedestrian environment, and a better neighborhood.
- Promoting quality landscape and building design that advance the function and beauty of Sandy Springs
 - The homeowners have used professional services to design and implement the proposed changes. This will enhance quality of the project.
- Providing clear regulations and processes that result in predictable, efficient, and coordinated development review.
 - The planning staff has been extremely helpful in explaining the process where a homeowner can process an application.

Variance Analysis Variance Number 2 (Retaining Wall)

Zoning is SE-1, and the lot is nominally one acre. The topology of the lot is such that the majority of the lot is not usable due to road cuts, and location of the buildings. There is no large level area on the lot currently. There is a small area outside the front door which is the crest of the hill.

When Carol Lane was created and developed in the 1950s, steep banks were created on the lot bordering Powers Ferry (40 feet wide, 20 foot tall) and Carol Lane 60 feet wide, 24 foot tall), much reducing the available area for use. The hill still rises some from the cut. The intersection at Carol Lane at Powers Ferry is the highest street location bordering the property, at an elevation of 952 feet. Both roads slope down from there, resulting in elevations of 936 feet at the end of the lot on Powers Ferry at the current driveway entrance, and at 936 feet at Carol Lane at the lot's end. The house is built on a hill with a ground floor elevation of 971.5 feet, and a basement elevation, where the drive-under garage is located of 962.5 feet. The hill between the garage and Carol Lane is at about 972 feet. There is a 36 foot elevation change over the lot. The back yard begins about 40 feet from the back property line. The hill slopes away from the house, a 10 foot drop over the 40 feet. There is currently very little gently sloped area on the lot.

Variance Request 2 will allow for the construction of a retaining wall 10 feet from the rear property line to allow the currently almost unusable back yard to be more level to increase usability and safety. Fill and soil removed during construction of the driveway will be used behind the retaining wall to level the yard, avoiding unnecessary hauling and environmental impact.

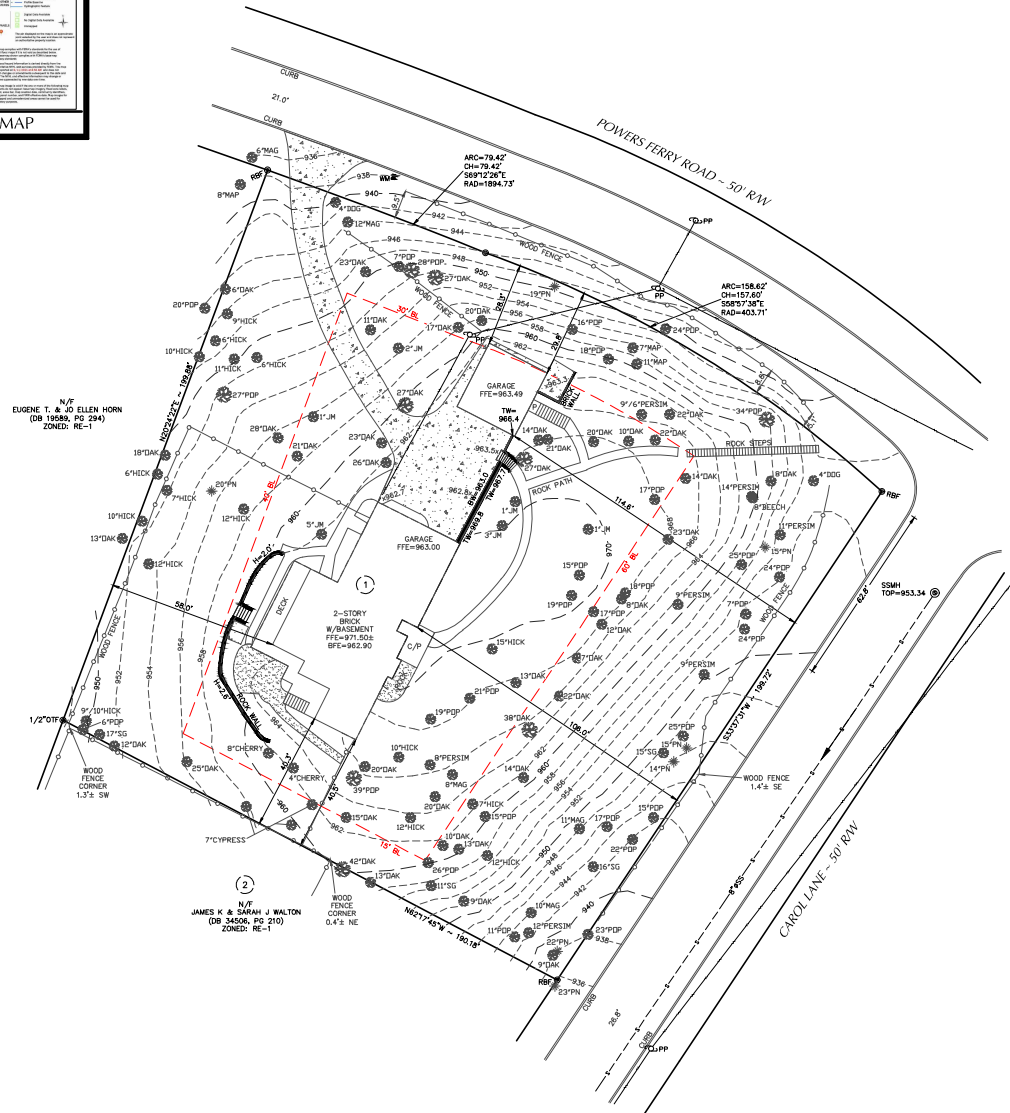
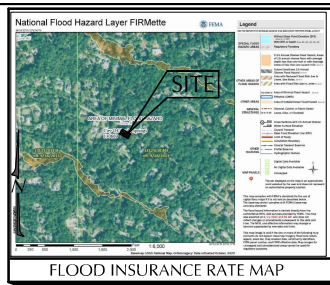
The homeowners' intent is to achieve a usable back yard, at minimal cost, and minimal negative impact to the neighbors, and to the environment. The wall will not be visible from property that bounds our lot, and mostly hidden from view from anyone near our property line bordering Powers Ferry. Building the wall should have minimal impact on anyone in the community.

Absent the variance, additional hauling of the driveway cut offsite would be required. The current backyard would remain generally unusable for family use. The front yard has its own limitations, and is generally not going to be available as a play area. No reasonable alternatives exist that do not involve driving someplace else.

Addressing the general purpose and intent of the Development Code (Sec. 1.1.5.) relative to this variance:

- Ensuring conservation of land and natural resources
- Promoting quality landscape and building design that advance the function and beauty of Sandy Springs
- Promoting conservation of land, energy, and natural resources Promoting sustainable building and site design practices

The proposed variance will promote the use of the property, will avoid having to use the landfill to dispose of the excess soil created in the driveway cut, and will reduce the resources needed to travel to other suitable play areas. The proposed wall does not have a significant negative impact on neighbors, and can not generally be seen from outside the property.



SITE INFORMATION:

5058 CAROL LANE
TOTAL AREA: 1.02 ACRES
8-1 REQUIREMENTS
150' FEET MIN.
MINIMUM LOT AREA: 15,500 SQ. FT.
MINIMUM YARD ADJACENT TO PUBLIC STREET:
FRONT YARD: 60 FEET
INTERIOR SIDE YARD SETBACKS: 15 FEET
REAR YARD: 60 FEET
MINIMUM LOT COVERAGE: 25%
MINIMUM CANOPY COVERAGE: 35%
MAXIMUM BUILDING HEIGHT: 3 STORIES + 40 FEET

UTILITIES:
GAS - ATLANTA GAS LIGHT CO.
TELEPHONE - AT&T
POWER - GEORGIA POWER

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.L.A. SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD INSURANCE RATE MAP #131210344E, EFFECTIVE DATE: 06-16-2011

REVISIONS		DESCRIPTION
NO.	DATE	

GADDY SURVEYING & DESIGN, INC.

1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (770) 881-2000
Fax: (770) 881-2001

5058 CAROL LANE
LOT 1
POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)
LAND LOT 1.06 - 17TH DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

GSWCC
GEORGIA SOCIETY OF SURVEYORS AND MAPPING ENGINEERS
VIRGIL F. GADDY
Level 1 Certified Design Professional
CERTIFICATION NUMBER: 0000004448
ISSUED: 1/8/09 EXPIRES: 1/28/24

OWNER:
PETER DICKSON
5058 CAROL LANE
SANDY SPRINGS, GA 30037

CONTRACTOR:
CONCRETE FORMS, INC.
P.O. BOX 81344
ATLANTA, GA 30366

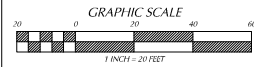
24 HOUR CONTACT:
NHL JOHNSON
678-662-4000

ENGINEER/SURVEYOR:
GADDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GA 30044
(770) 931-0920

REGISTERED PROFESSIONAL ENGINEER
No. 17324
GADDY, VIRGIL F.

REGISTERED PROFESSIONAL SURVEYOR
No. 2861
GADDY, VIRGIL F.

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EXISTING CONDITIONS
SCALE: 1" = 20'

DATE	DRAWN	CHECKED
10/20/21	MIC	VFG

EXISTING CONDITIONS

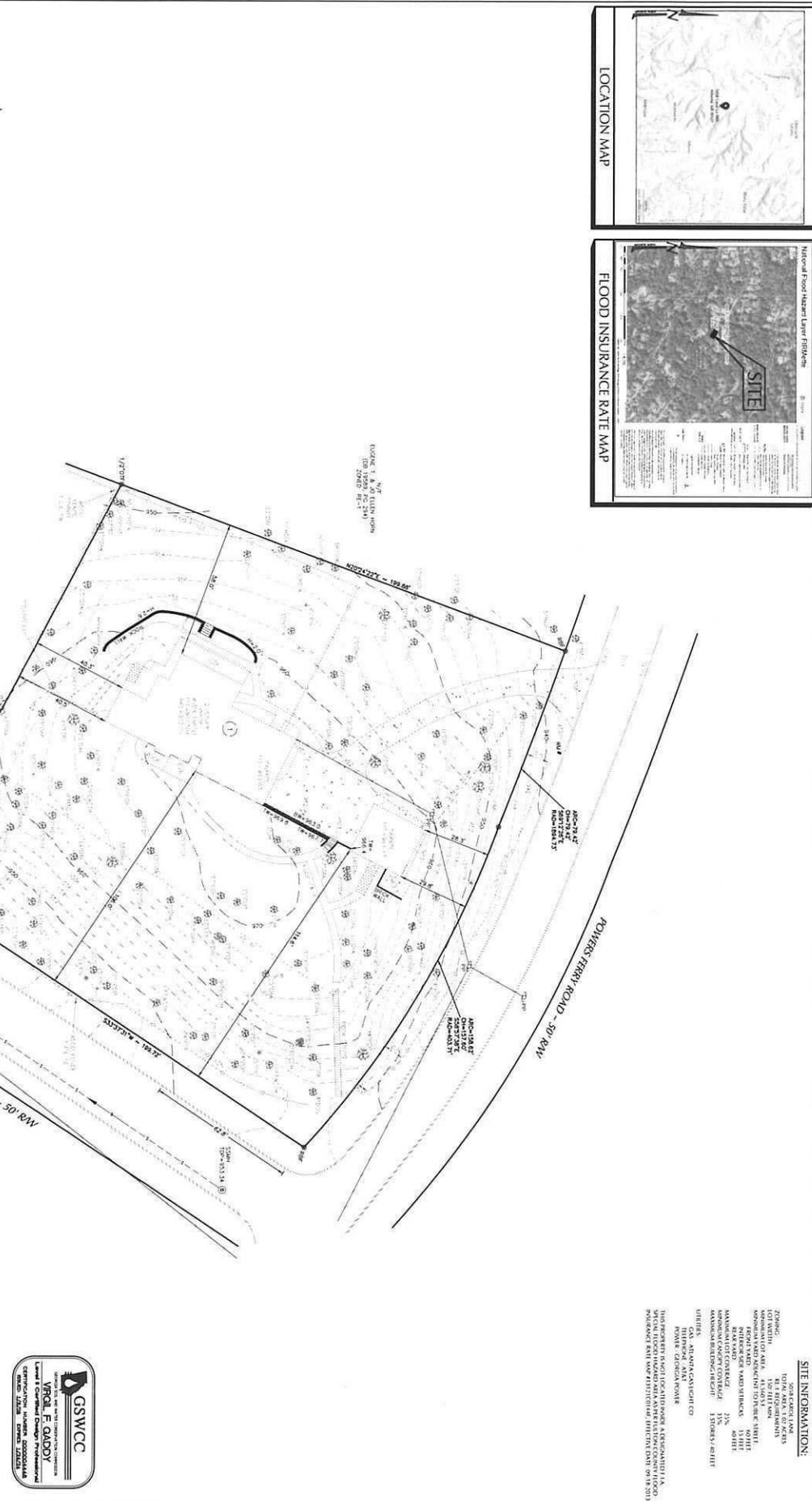
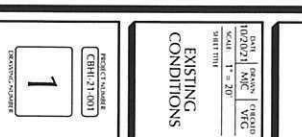
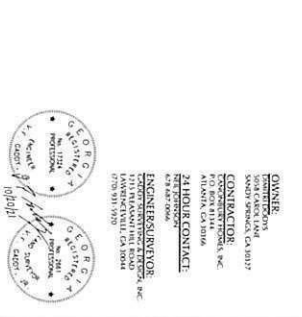
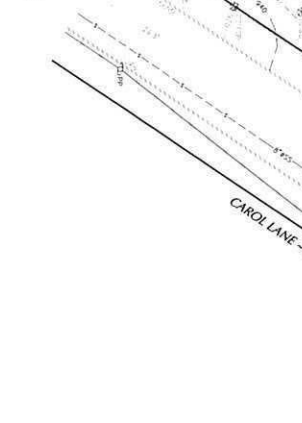
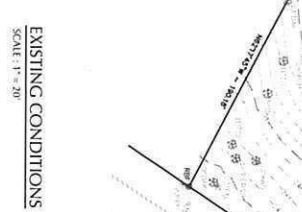
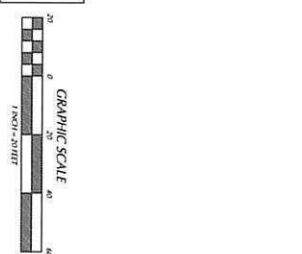
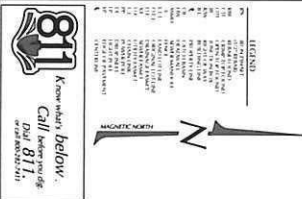
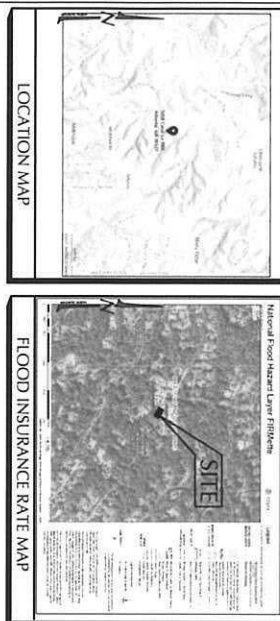
PROJECT NUMBER
CBH42-21-001

1

DRAWING NUMBER

Legal Description

All that tract or parcel of land lying and being in Land Lot 136, 17th District, Fulton County, Georgia, being Lot 1 of the Subdivision of Powers Ferry Hills, as per plat recorded in Plat Book 56, Page 26, Fulton County, Georgia Records, which plat is incorporated herein and made a part hereof by reference; being known as 5058 Carol Lane, according to the present system of numbering property in Fulton County, Georgia.



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



PROPOSED RETAINING WALL
6' MAX HEIGHT
GRAY STUCCO FINISH

N/F
EUGENE T. & JO ELLEN HORN
(DB 19589, PG 294)
ZONED: RE-1

N/F
JAMES K & SARAH J WALTON
(DB 34506, PG 210)
ZONED: RE-1

EXISTING DRIVEWAY TO
REMAIN

POWERS FERRY ROAD ~ 50' RW

ARC=79.42'
CH=79.42'
S89°12'26"E
RAD=1894.73'

ARC=158.62'
CH=157.60'
S58°57'38"E
RAD=403.71'

1

2

2-STORY
BRICK
W/BASEMENT
FFE=971.50±
BFE=962.90

1

VARIANCE EXHIBIT

VARIANCE REQUESTS

1. TO HAVE THE EXISTING DRIVEWAY ON POWER FERRY ROAD REMAIN AFTER CONSTRUCTING THE DRIVEWAY ON CAROL LANE. (Technical Manual, Section 3.B.3.g)
2. TO ALLOW GRADING AND RETAINING WALL 10 FEET FROM REAR PROPERTY LINE (Sections 9.4.2.G.3.a, 9.4.3.C.2.a)

OWNER:
DIMITRI DODYS
5058 CAROL LANE
SANDY SPRINGS, GA 30327

CONTRACTOR:
CANONBURY HOMES, INC.
P.O. BOX 81344
ATLANTA, GA 30366

24 HOUR CONTACT:
NEIL JOHNSON
678-687-0066

ENGINEER/SURVEYOR:
GADDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GA 30044
(770) 931-5920

5058 CAROL LANE

LOT 1

POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)

LAND LOT 136 ~ 17TH DISTRICT

CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA



PROJECT NUMBER
CBHI-21-001

DATE	DRAWN	CHECKED
2/22/22	MJC	VFG

1

SHEET 1 OF 1



PROPOSED RETAINING WALL
6' MAX HEIGHT
GRAY STUCCO FINISH

N/F
EUGENE T. & JO ELLEN HORN
(DB 19589, PG 294)
ZONED: RE-1

N/F
JAMES K & SARAH J WALTON
(DB 34506, PG 210)
ZONED: RE-1

EXISTING DRIVEWAY TO
REMAIN

POWERS FERRY ROAD ~ 50' RW

ARC=79.42'
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S89°12'26"E
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5058 CAROL LANE

LOT 1

POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)

LAND LOT 136 ~ 17TH DISTRICT

CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

OWNER:
DIMITRI DODYS
5058 CAROL LANE
SANDY SPRINGS, GA 30327

CONTRACTOR:
CANONBURY HOMES, INC.
P.O. BOX 81344
ATLANTA, GA 30366

24 HOUR CONTACT:
NEIL JOHNSON
678-687-0066

ENGINEER/SURVEYOR:
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1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GA 30044
(770) 931-5920

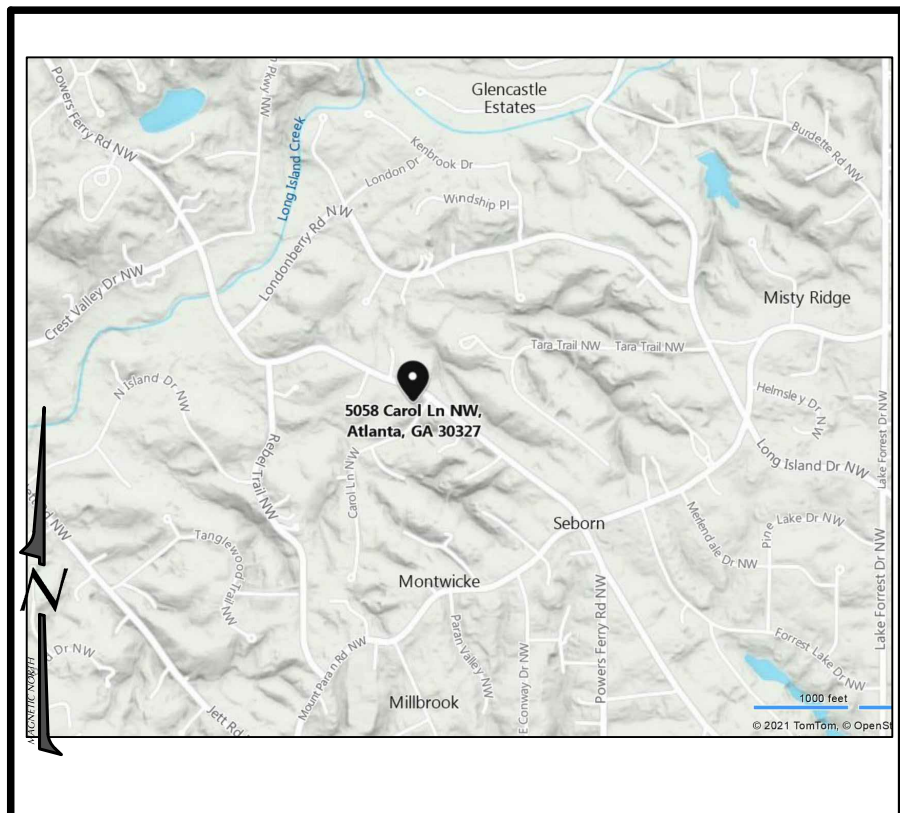


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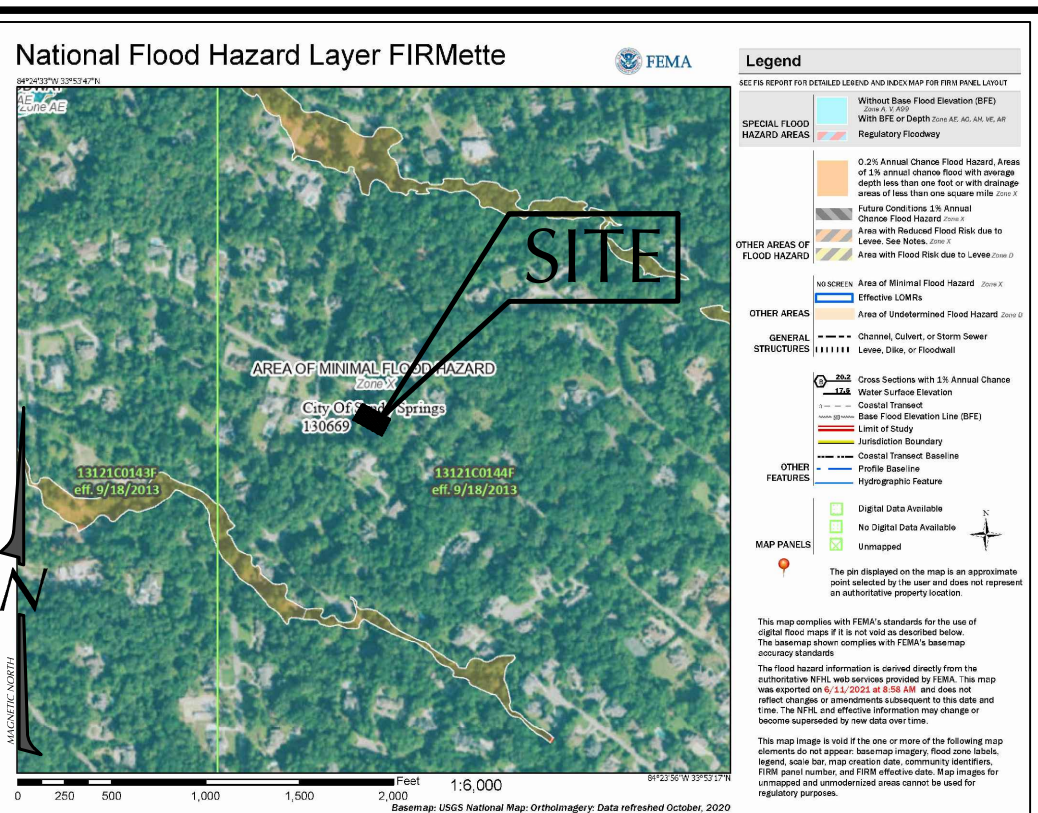
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2/22/22	MJC	VFG

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SHEET 1 OF 1



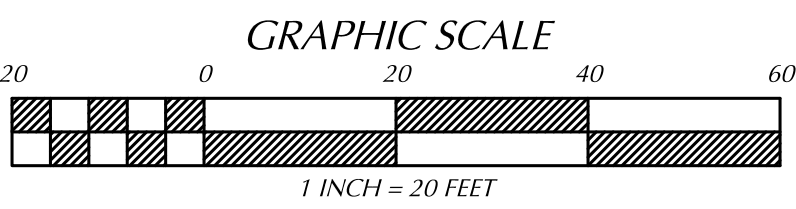
LOCATION MAP



FLOOD INSURANCE RATE MAP

- LEGEND**
- IPS IRON PIN SET
 - RBF REBAR FOUND
 - CTF CRAMP TOP FOUND
 - OTF OPEN TOP FOUND
 - JB JUNCTION BOX
 - RW RIGHT-OF-WAY
 - B.L. BUILDING LINE
 - P.L. PROPERTY LINE
 - CB CATCH BASIN
 - HV HEADWALL
 - SSMH SEWER MANHOLE
 - X FENCE
 - L.L. LAND LOT LINE
 - O.L. ORIGINAL LOT LINE
 - D.E. DRAINAGE EASMT.
 - S.E. SEWER EASMT.
 - U.E. UTILITY EASMT.
 - CL CHAIN LINK
 - PP POWER POLE
 - DI DROP INLET
 - LP LIGHT POLE
 - EP EDGE OF PAVEMENT
 - C CENTERLINE

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EXISTING CONDITIONS
SCALE : 1" = 20'

SITE INFORMATION:

5058 CAROL LANE
TOTAL AREA: 1.02 ACRES
RE-1 REQUIREMENTS
LOT WIDTH: 150' FEET MIN.
MINIMUM LOT AREA: 43,560 S.F.
MINIMUM YARD ADJACENT TO PUBLIC STREET:
FRONT YARD: 60 FEET.
INTERIOR SIDE YARD SETBACKS: 15 FEET.
REAR YARD: 40 FEET.
MAXIMUM LOT COVERAGE: 25%
MINIMUM CANOPY COVERAGE: 35%
MAXIMUM BUILDING HEIGHT: 3 STORIES / 40 FEET

UTILITIES:
GAS - ATLANTA GAS LIGHT CO.
TELEPHONE - AT&T
POWER - GEORGIA POWER

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A.
SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD
INSURANCE RATE MAP #13121C0144F, EFFECTIVE DATE: 09-18-2013

GSWCC
GEORGIA SOIL AND WATER CONSERVATION COMMISSION
VIRGIL F. GADDY
Level II Certified Design Professional
CERTIFICATION NUMBER 0000204448
ISSUED: 1/8/08 EXPIRES: 1/24/24

OWNER:
DIMITRI DODYS
5058 CAROL LANE
SANDY SPRINGS, GA 30327

CONTRACTOR:
CANONBURY HOMES, INC.
P.O. BOX 81344
ATLANTA, GA 30366

24 HOUR CONTACT:
NEIL JOHNSON
678-687-0066

ENGINEER/SURVEYOR:
GADDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GA 30044
(770) 931-5920

REGISTERED PROFESSIONAL
No. 17324
V.F. GADDY
10/20/21

REGISTERED PROFESSIONAL
No. 2661
V.F. GADDY
10/20/21

REVISIONS	DATE	BY	DESCRIPTION

GADDY SURVEYING & DESIGN, INC.
1215 Pleasant Hill Road
Lawrenceville, Georgia 30044
Phone - (770) 931-5920
FAX - (770) 931-5903

5058 CAROL LANE
LOT 1
POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)
LAND LOT 136 ~ 17TH DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

DATE	DRAWN	CHECKED
10/20/21	MJC	VFG

SCALE: 1" = 20'
SHEET TITLE

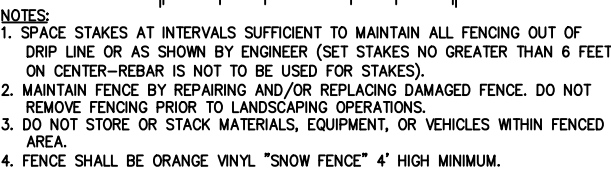
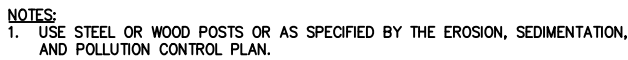
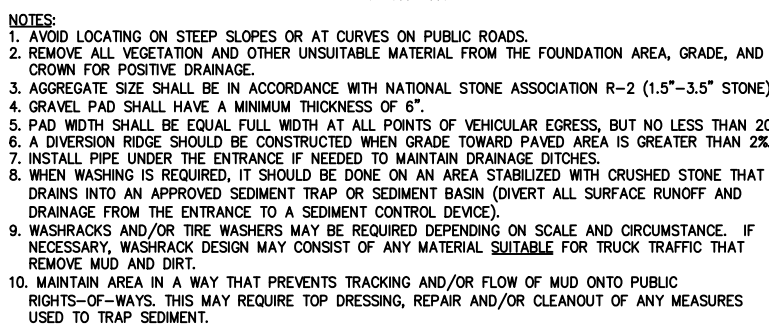
EXISTING
CONDITIONS

PROJECT NUMBER
CBHI-21-001

1
DRAWING NUMBER



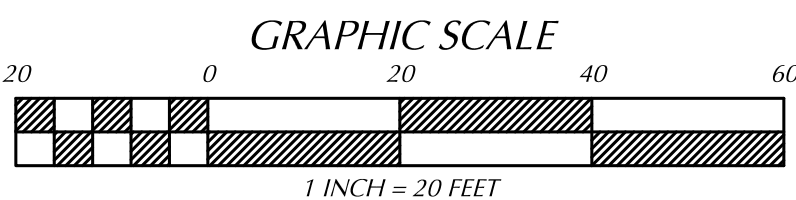
1. ON-SITE OPERATOR, OWNER OR APPLICANT MUST COMPLY WITH ARTICLE VI, CHAPTER 109, TITLED SOIL AND EROSION, SEDIMENTATION AND POLLUTION CONTROL OF THE CITY OF SANDY SPRINGS DEVELOPMENT REGULATIONS. PAY PARTICULAR ATTENTION TO SECTION 109-233(d).
2. GO ON THE PORTAL TO CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY DISURBANCE.
3. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
5. MAINTENANCE STATEMENT - EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSPECTED DAILY AND AFTER EACH RAIN, AND REPAIRED BY GENERAL CONTRACTOR.
6. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
7. DISTURBED AREAS LEFT IDLE SHALL BE STABILIZED WITH TEMPORARY VEGETATION AFTER 14 DAYS, AFTER 30 DAYS PERMANENT VEGETATION SHALL BE ESTABLISHED.
8. VEGETATIVE PLANS - FOR ALL TEMPORARY AND PERMANENT VEGETATIVE PRACTICES WILL INCLUDE: SPECIES, PLANTING DATES, SEEDING, FERTILIZER AND MULCHING RATES.
9. SEEDING / MULCHING WILL BE APPLIED ON ALL EXPOSED, DISTURBED AREAS.
10. SILT FENCE SHALL BE "TYPE C" AS PER THE MANUAL FOR EROSION CONTROL AND SEDIMENT CONTROL IN GEORGIA, AND BE WIRE REINFORCED (SEE ATTACHED DETAIL.)
11. SILT FENCE ALSO INDICATES LIMITS OF DISTURBANCE.



IPS	IRON PIN SET (1/2" REBAR)
RBF	REBAR FOUND
CTF	CRIMP TOP FOUND
OTF	OPEN TOP FOUND
JB	JUNCTION BOX
W	WET-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 EASM'T.
S.E.	SEWER EASM'T.
U.L.	UTILITY EASM'T.
PP	POWER POLE
DI	DROP INLET
LP	LIGHT POLE
EP	EDGE OF PAVEMENT
℄	CENTERLINE



Know what's *below*.
Call before you dig
Dial 811.
or call 800-282-7411



CUT = 75 CY
FILL = 50 CY
NET = 25 cu. yd. CUT

TOTAL SITE AREA = 1.02 ac.
LIMITS OF DISTURBANCE = 12,150 sq.ft (0.28 ac.)

LOT = 44,260
 EX. DWELLING = 2,421
 EX. DRIVEWAY = 2,366
 EX. DETACHED GARAGE = 537
 EX. GARAGE PORCH & STEPS = 58
 EX. ROCK WALKWAYS = 1,211
 EX. ROCK STEPS = 112
 EX. FRONT PORCH = 119
 EX. WALLS = 115
 TOTAL EXISTING IMPERVIOUS = 6,939
 ROCK WALKWAYS REMOVED = 411
 PROPOSED WALKWAYS, STAIRS = 124
 PROPOSED DRIVEWAY = 1736
 PROPOSED WALLS = 188
 TOTAL PROPOSED IMPERVIOUS = 8,576
 PROPOSED LOT COVERAGE = 19.4%

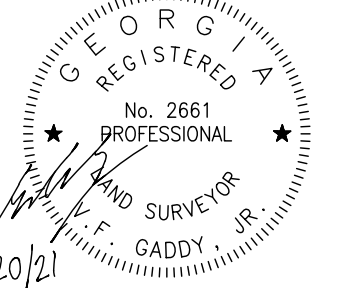
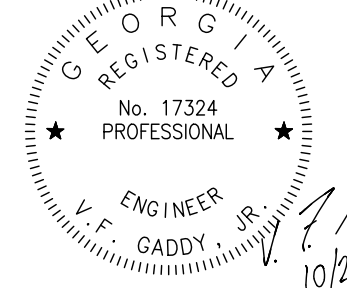
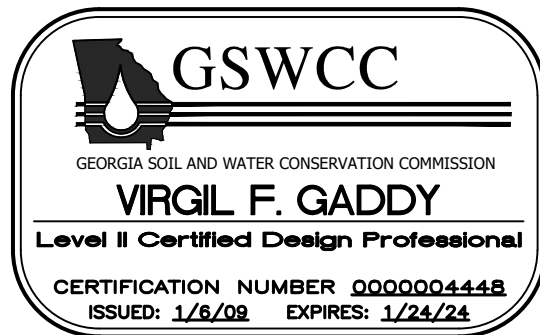
THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A.
SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD
INSURANCE RATE MAP #13121C0144F, EFFECTIVE DATE: 09-18-2013

[illegible]

1. THIS PROPERTY IS NOT IN THE CITY OF SANDY SPRINGS SIDEWALK NETWORK (PER SANDY SPRINGS GIS MAP - SIDEWALK LAYER. EXISTING CURB IS 24" ROLLED CONCRETE CURB AND GUTTER IN GOOD CONDITION.

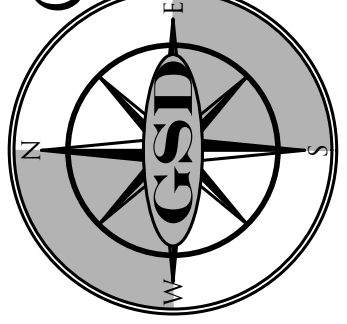


SCALE : 1" = 20'



REVISIONS		
NO.	DATE	BY DESCRIPTION
1	11-1-80	1

**GADDY SURVEYING
& DESIGN, INC.**



5058 CAROL LANE

POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)
AND LOT 136 ~ 17TH DISTRICT

CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

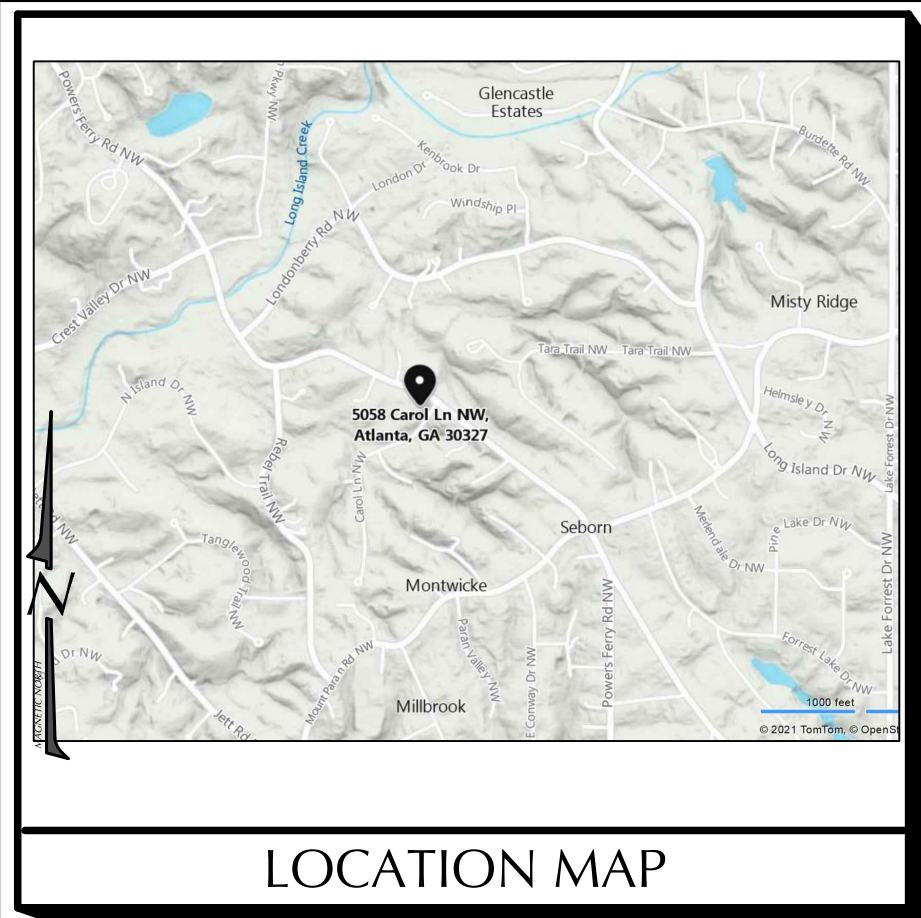
DATE 0/20/21	DRAWN MJC	CHECKED VFG
SCALE: 1" = 20'		
SHEET TITLE		

RESIDENTIAL SITE PLAN

PROJECT NUMBER
CBHI-21-001

2

DRAWING NUMBER



LOCATION MAP

LANDMARK TREE REMOVED or LOST				
LOCATION	SIZE (in.)	TYPE	ASSIGNED CANOPY (sq.ft.)	
A	38	Oak	1000	
B	27	Oak	1000	
				TOTAL = 2000
				CANOPY REPLACEMENT REQUIRED (150% x TOTAL) = 3000
LANDMARK TREE REPLACEMENT				
SYMBOL	SIZE (in.)	Common Name	Botanical Name	QUANTITY
	3	Oak, Willow	Quercus phellos	1
	3	Hickory, Mockernut	Carya tomentosa	2
				TOTAL = 3
3000 REPLACEMENT TREES >				3000 REQUIRED

Proposed Canopy			
TOTAL LOT AREA = 44260 sq.ft.			
SIZE (in.)	SPECIES	QUANTITY	ASSIGNED CANOPY (sq.ft.)
18	Oak	1	1000
19	Pine	1	1000
20	Pine	1	1000
20	Oak	1	1000
20	Oak	1	1000
20	Oak	1	1000
21	Oak	1	1000
22	Pine	1	1000
22	Poplar	1	1000
23	Oak	1	1000
23	Oak	1	1000
23	Poplar	1	1000
25	Oak	1	1000
25	Poplar	1	1000
26	Oak	1	1000
26	Poplar	1	1000
27	Poplar	1	1250
27	Oak	1	1250
27	Oak	1	1250
28	Oak	1	1250
34	Poplar	1	1250
39	Poplar	1	1250
TOTAL		23	24750
DENSITY REQUIREMENTS			
Required Canopy Density =		33%	
Required Canopy =		15491 sq.ft.	
Canopy Saved =		24750 sq.ft.	
Canopy Replaced =		0 sq.ft.	
24750 SQ.FT. PROPOSED >		15491 SQ.FT. REQUIRED	

INTERNATIONAL SOCIETY OF ARBORICULTURE
1400 WEST ANTIPOUR DRIVE
CAMDEN, N.J. 08101
(215) 355-8411
(215) 355-8518 FAX

WIRE OR CABLE SIZES SHALL BE AS FOLLOWS:
TREES UP TO 16 MM (5/8 IN.) CALIPER - 14 GAUGE
TREES 16 MM (5/8 IN.) TO 25 MM (1 IN.) CALIPER - 12 GAUGE
TREES 25 MM (1 IN.) TO 75 MM (3 IN.) CALIPER - 10 GAUGE
TIGHTEN WIRE OR CABLE ONLY SUFFICIENT TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOMMODATE 35MM (1 3/8 IN.) OF GROWTH AND BUFFER ALL BRANCHES FROM THE WIRE.
TUCK ANY LOOSE ENDS OF THE WIRE OR CABLE INTO THE WIRE WHIP SO THAT NO SHARP WIRE ENDS ARE EXPOSED.
INSTALL THREE GUY WIRES PER TREE, SPACED 120° AROUND THE TRUNK.

13MM (1/2") DIAMETER
PLASTIC HOSE
75MM (3") LONG
WOOD STAKE

PLASTIC FLAGGING OR OTHER VISUAL MARKER ON EACH WIRE.
OPTIONAL METAL DRIVE ANCHORS, INSTALLED PER MANUFACTURER'S DIRECTIONS.

ALL STAKES SHALL BE DRIVEN OUTSIDE THE EDGE OF THE ROOT BALL.
REMOVE ALL STAKES AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVERCOME THE PROBLEM THAT REQUIRED THE TREE TO BE STAKED. STAKES SHALL BE REMOVED NO LATER THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

TREES NORMALLY DO NOT NEED TO BE STAKED AND STAKING CAN BE HARMFUL TO THE TREE. STAKING SHOULD BE DONE ONLY THE FOLLOWING ARE REASONS WHY TREES DO NOT STAKED STRAIGHT:
• TREES THAT HAVE GROWN TOO CLOSE TOGETHER IN THE NURSERY, RESULTING IN NEAR TRUNKS. SELECT BARKER THAN STAKE.
• PLANTING PROCEDURES THAT DO NOT USE PROPER WIRE OR CABLE TO STAKE THE ROOT BALL. CORRECT THE PLANTING PROCEDURE.
• ROOT BALLS PLACED ON SOFT SOIL. TAMP SOILS UNDER ROOT BALL PRIOR TO PLANTING.
• ROOT BALLS WITH VERY SHORT SOIL. TAMP SOILS UNDER ROOT BALL PRIOR TO PLANTING.
• TREES LOCATED IN A PLACE OF EXTREMELY WINDY CONDITIONS. STAKING ADVISABLE.

NOTES:
1. PLEASE REFER TO INTRODUCTION AND USE CRITERIA PRIOR TO USING THIS DETAIL.

TREE STAKING DETAIL - TREES 75MM (3 IN.) CALIPER OR LARGER

PROTECTED BY COPYRIGHT - 145-004 11/20/03 www.caddetails.com

Tree Planting Standard Detail

NOTES:
1. Set tree plumb and vertical.
2. Rotate tree to align as grown in field: north face to North.
3. Prune dead, damaged and crossing branches. Elevate branches as per City standards where applicable. Do not cut branch tips or central leader.
4. Remove all stakes and guys after 12 months.

Stake trees in tree pits or trees under 2" cal. Provide (4) 2x2 or 2x4 p.t. wood or metal fence posts, secure line with poly webbing straps at 1/2 ft. of tree.

Provide 2-4" approved mulch throughout plant beds, do not place against trunk or above.

Edge beds with continuous trench at lawns and hardscape, 4" min depth as shown to hold mulch.

Compacted or undisturbed soil.

Fill and compact base of pit to set root collar 1-4" above finish grade.

2 x root ball dia. min.

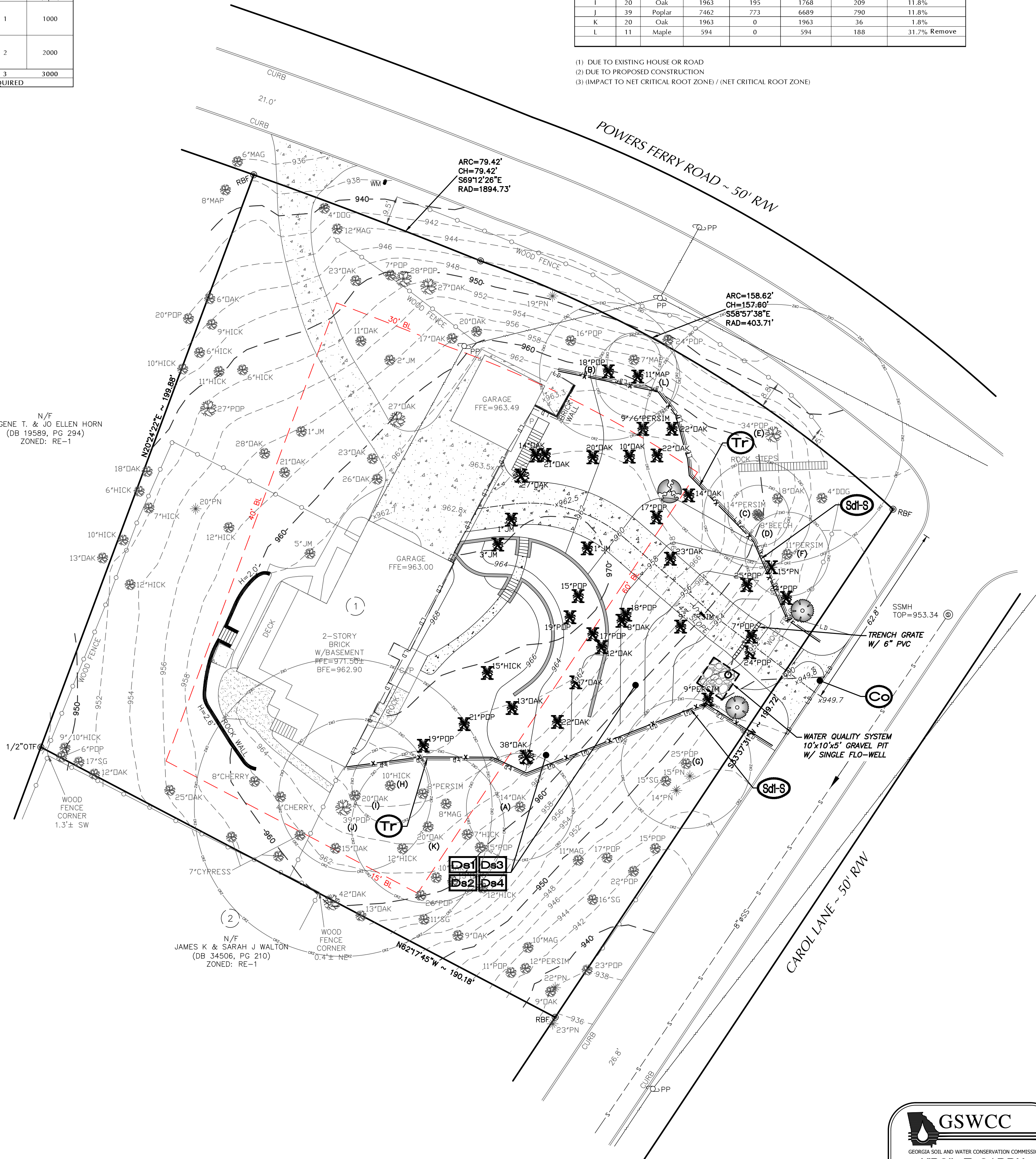
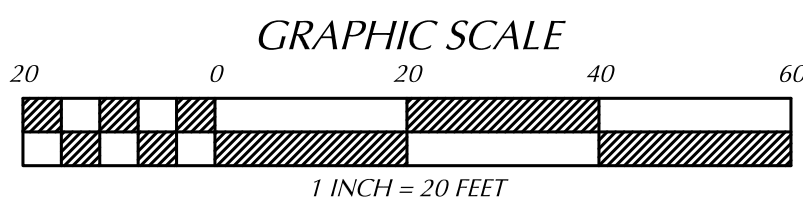
Our all trees over 2" cal. in point beds:
Secure 2x2 p.t. wooden stakes - min (3) per tree, equally spaced, with poly webbing straps at first branch or at 1/2 height of tree, whichever is higher. If wire guy and hose is used, include fluorescent color tags on ea. wire at midpoint.

Remove strapping, wire basket and burlap from top 1/2 minimum of root ball. Cut any girdling roots.

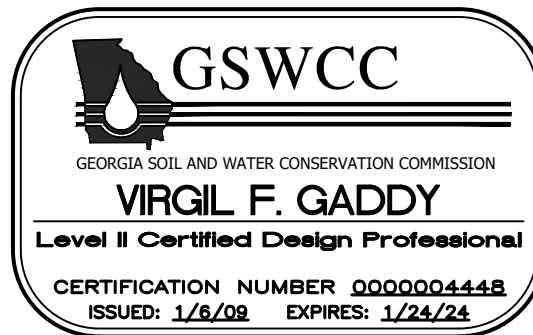
Backfill pit w/ approved clean planting mix in 12" max. lifts, tightly compact to hold root ball.

LEGEND	
IPS	IRON PIN SET
11/2" REBAR	REBAR FOUND
RBF	CRIMP TOP FOUND
OTF	OPEN TOP FOUND
JB	JUNCTION BOX
R/W	RIGHT-OF-WAY
B.L.	BUILDING LINE
R	PROPERTY LINE
CB	CATCH BASIN
HW	HEADWALL
SMH	SEWER MANHOLE
FENCE	FENCE
L.L.	LAND LOT LINE
O.L.L.	ORIGINAL LOT LINE
D.E.	DRAINAGE EASMT.
S.E.	SEWER EASMT.
U.E.	UTILITY EASMT.
C.L.	CHAIN LINK
PP	POWER POLE
DI	DROP INLET
LP	LIGHT POLE
E	EDGE OF PAVEMENT
C	CENTERLINE

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Dial 811.
or call 800-282-7411



TREE PLAN
SCALE : 1" = 20'



SITE INFORMATION:

5058 CAROL LANE
TOTAL AREA: 1.02 ACRES
RE-1 REQUIREMENTS
LOT WIDTH: 150' FEET MIN.
MINIMUM LOT AREA: 43,560 S.F.
MINIMUM YARD ADJACENT TO PUBLIC STREET:
FRONT YARD: 60 FEET.
INTERIOR SIDE YARD SETBACKS: 15 FEET.
REAR YARD: 40 FEET.
MAXIMUM LOT COVERAGE: 25%
MINIMUM CANOPY COVERAGE: 33%
MAXIMUM BUILDING HEIGHT: 3 STORIES / 40 FEET

UTILITIES:
GAS - ATLANTA GAS LIGHT CO.
TELEPHONE - AT&T
POWER - GEORGIA POWER

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A. SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD INSURANCE RATE MAP #13121C0144F, EFFECTIVE DATE: 09-18-2013

CITY OF SANDY SPRINGS SITE NOTES:

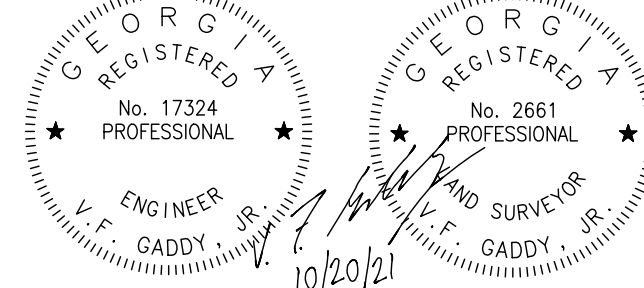
- City of Sandy Springs personnel and/or agents, shall have free and total access to, across, and under driveways, that will be installed on this recorded lot, for the purposes of inspection, repair, and/or construction, and shall have no responsibility for damages to, or the repair of, improvements within said easement.
- Proposed driveway apron(s) must be a minimum of 10 feet from a catch basin or fire hydrant, and a minimum of 5 feet from the lot line, driveway apron(s) must also be a minimum of 25 feet from the radius return on corner lots.
- Provide proof of existing water service to the City of Sandy Springs.
- If this residence is constructed closer than 20 feet to another residential structure or other outbuilding larger than 300 sq. ft., automatic sprinklers shall be required in the kitchen and fuel fired equipment room pursuant to the City of Sandy Springs fire Ordinance 2006-11-86: Chapter 15, Health and Public Safety, which became effective on November 8, 2006.
- Accessory structures may be located in rear and side yards only but shall not be located within a minimum yard (the side and rear yard setbacks). Accessory structures include but are not limited to heating and air conditioning units and/or pads.
- No decks, patios, or permanent structures permitted in butters or easements.
- Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed buffers as measured from the point of wretted vegetation without first acquiring the necessary variances and permits.
- Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 Permit.
- The escape of sediment from the Site shall be prevented by the installation of Erosion and Sediment Control measures and practices prior to land disturbing activities.
- Erosion and Sediment Control measures shall be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional Erosion and Sediment Control measures shall be implemented to control or treat the sediment source.
- Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding.
- The Design Professional whose signed and dated Seal appears hereon, affirms that the Site was visited prior to the preparation of this Site Plan by (himself / herself) or (his / her) authorized Agent under this / her supervision.
- Contact the Department of Community Development through the portal to schedule a Pre-Construction Meeting with the site inspector prior to any land disturbance. (The cut-off time for next day inspection is 2pm.)
- Any tracking of Dirt, Silt, Mud, etc. onto street will result in an immediate 'Stop Work' Order.
- Foundation form survey is required for all new construction/new additions where the building is located within 5 feet of any set-back, easement, or buffer. The foundation form survey shall be signed by a surveyor licensed in the State of Georgia.
- A Building Permit cannot be approved nor issued until the Demolition Permit is approved and issued, (if Demolition Permit is necessary).
- Visible storage or parking of more than 4 vehicles at a single-family residence is unlawful (Sec. 6-5-2).
- Effective January 1, 2020, Sandy Springs is enforcing the International Swimming Pool and Spa Code, 2018 Edition, with Georgia Amendments, 2020.
- An As-Built Drawing, containing a Boundary Survey, Site Improvements, Top and Bottom of Walls, Finished Floor Elevations of Buildings, Decks, and Pool, Utilities, Easements, pertinent Site Development Data, and any other requirements of the Community Development Director, shall be submitted to and approved by the Department of Community Development prior to the issuance of a Certificate of Occupancy or a Certificate of Completion.

OWNER:
DIMITRI DODYS
5058 CAROL LANE
SANDY SPRINGS, GA 30327

CONTRACTOR:
CANONBURY HOMES, INC.
P.O. BOX 81344
ATLANTA, GA 30366

24 HOUR CONTACT:
NEIL JOHNSON
678-687-0066

ENGINEER/SURVEYOR:
GADDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GA 30044
(770) 931-5920



REVISIONS		DESCRIPTION
NO.	DATE	BY

GADDY SURVEYING & DESIGN, INC.
1215 Pleasant Hill Road
Lawrenceville, Georgia 30044
Phone - (770) 931-5920
FAX - (770) 931-5903

5058 CAROL LANE
LOT 1
POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)
LAND LOT 136 ~ 17TH DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

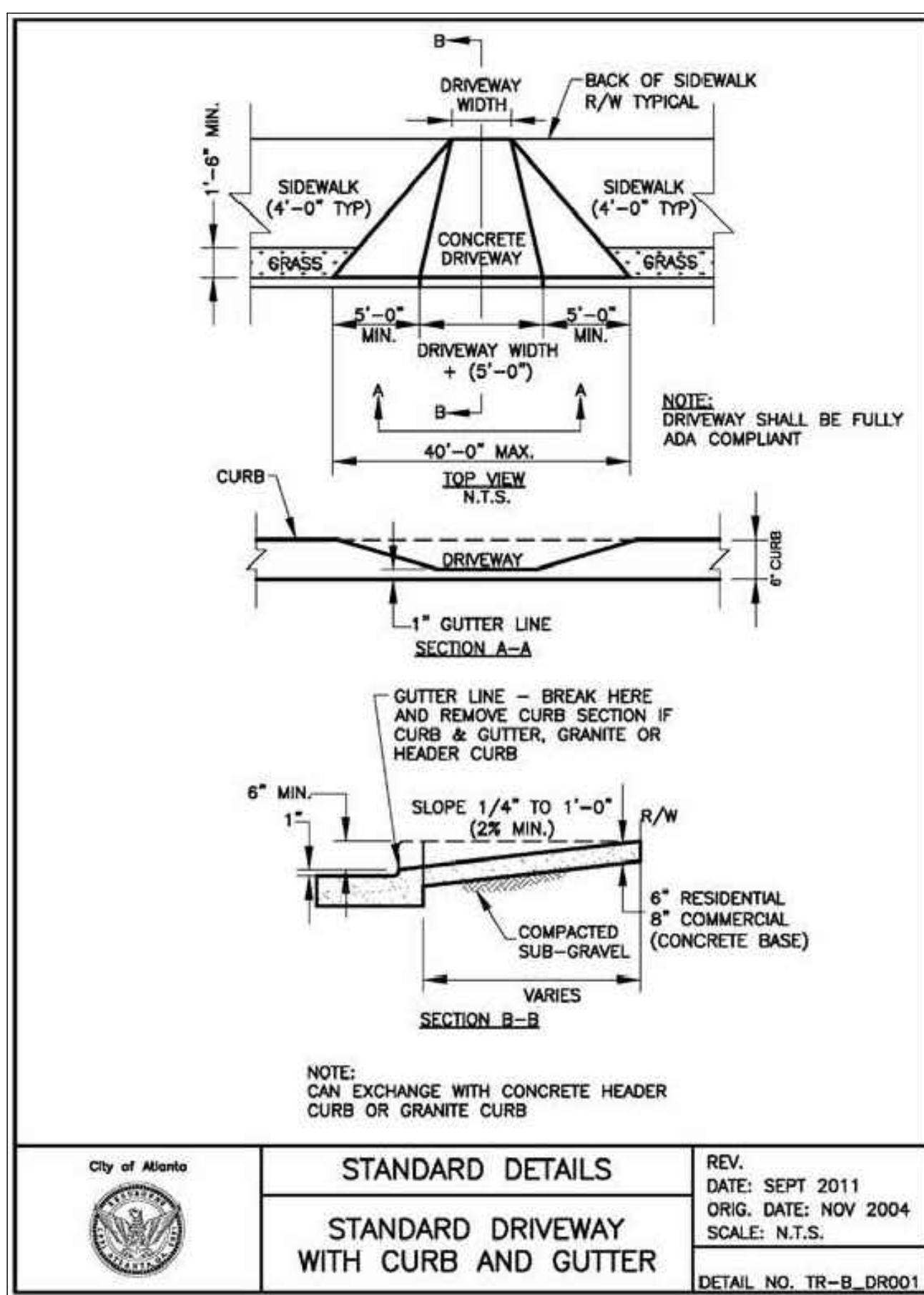
DATE	DRAWN	CHECKED
10/20/21	MJC	VFG
SCALE: 1" = 20'		
SHEET TITLE		

TREE PLAN

PROJECT NUMBER
CBHI-21-001

3

DRAWING NUMBER



WATER QUALITY VOLUME - GRAVEL PIT			
Basins:	Driveway	1786 sq.ft.	
Compensation:	Walls, walkways	285 sq.ft.	
		sq.ft.	
TOTAL IMPERVIOUS FOR WQ DESIGN		2021 sq.ft.	
	Rainfall to be treated =	1.2 in.	
	Volume Required =	202.1 cu.ft.	
	Length of Gravel Pit =	10.0 ft.	
	Width of Gravel Pit =	20.0 ft.	
	Depth of Gravel in Pit =	5.0 ft.	
	Volume in Gravel @ 40% Voids =	200.0 cu.ft.	
	Number of Ho-Wells in Pit =	1	
	Additional Volume from Ho-Wells =	3.8 cu.ft.	
	Volume Provided =	203.8	> 202.1 Required



GSWCC

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

VIRGIL F. GADDY

Level II Certified Design Professional

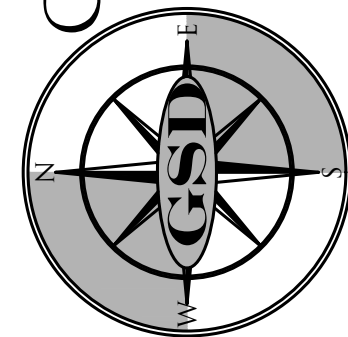
CERTIFICATION NUMBER 0000004448

ISSUED: 1/6/02 EXPIRES: 1/24/24



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	11-1-81	1	

**GADDY SURVEYING
& DESIGN, INC.**



5058 CAROL LANE
LOT 1
POWERS FERRY SUBDIVISION
(PLAT BOOK 56, PAGE 26)
LAND LOT 136 ~ 17TH DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

DATE 10/20/21	DRAWN MJC	CHECKED VFG
SCALE: 1" = 20'		
SHEET TITLE		

DETAILS

PROJECT NUMBER
CBHI-21-001

4
DRAWING NUMBER

Board of Appeals

May 4, 2022



SANDY SPRINGS™
GEORGIA

V22-0008
5058 Carol Lane

STAFF RECOMMENDATION:
Denial

Request

- Request a variance from Division 10.5.1.A.3. to allow for an existing private curb cut on a collector order street frontage to remain while proposing to construct an additional private curb cut on a corner lot's local street order frontage.

Proposed Development

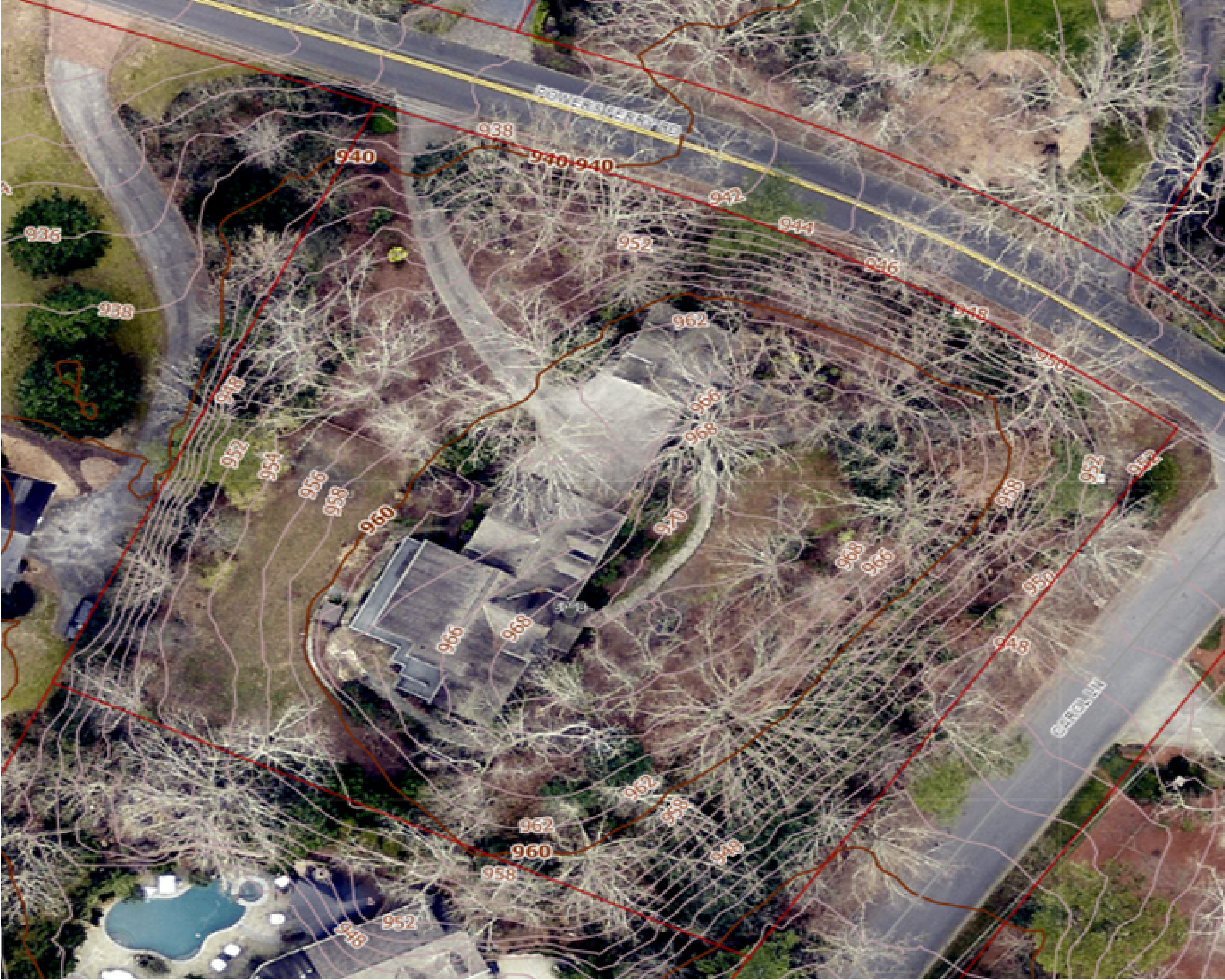
V22-0008

- The roughly 1 acre subject property is developed with a single unit detached residence, including a driveway with access to Powers Ferry (a collector street). The property owners are proposing a second curb cut and driveway with access onto Carol Lane (a local street). During the permitting phase with the City, it was determined that their proposal to keep the existing driveway could not be approved without a variance.

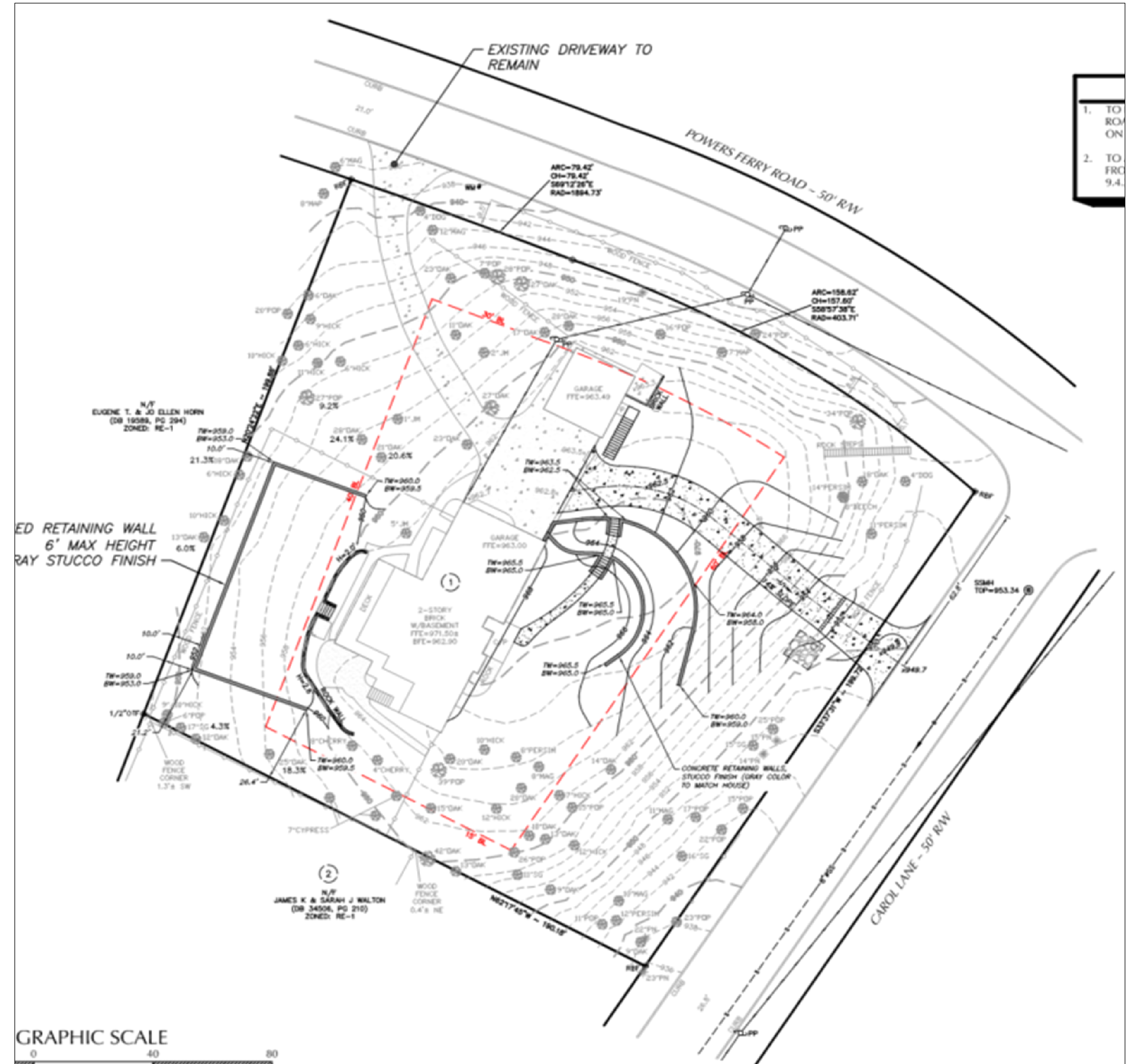
V22-0011

- The owners are also proposing the construction of a retaining wall 10 feet from the rear property line to allow for a more level backyard, using the fill and soil removed from the construction of the driveway.

Proposed Development



Site Plan



Existing Conditions

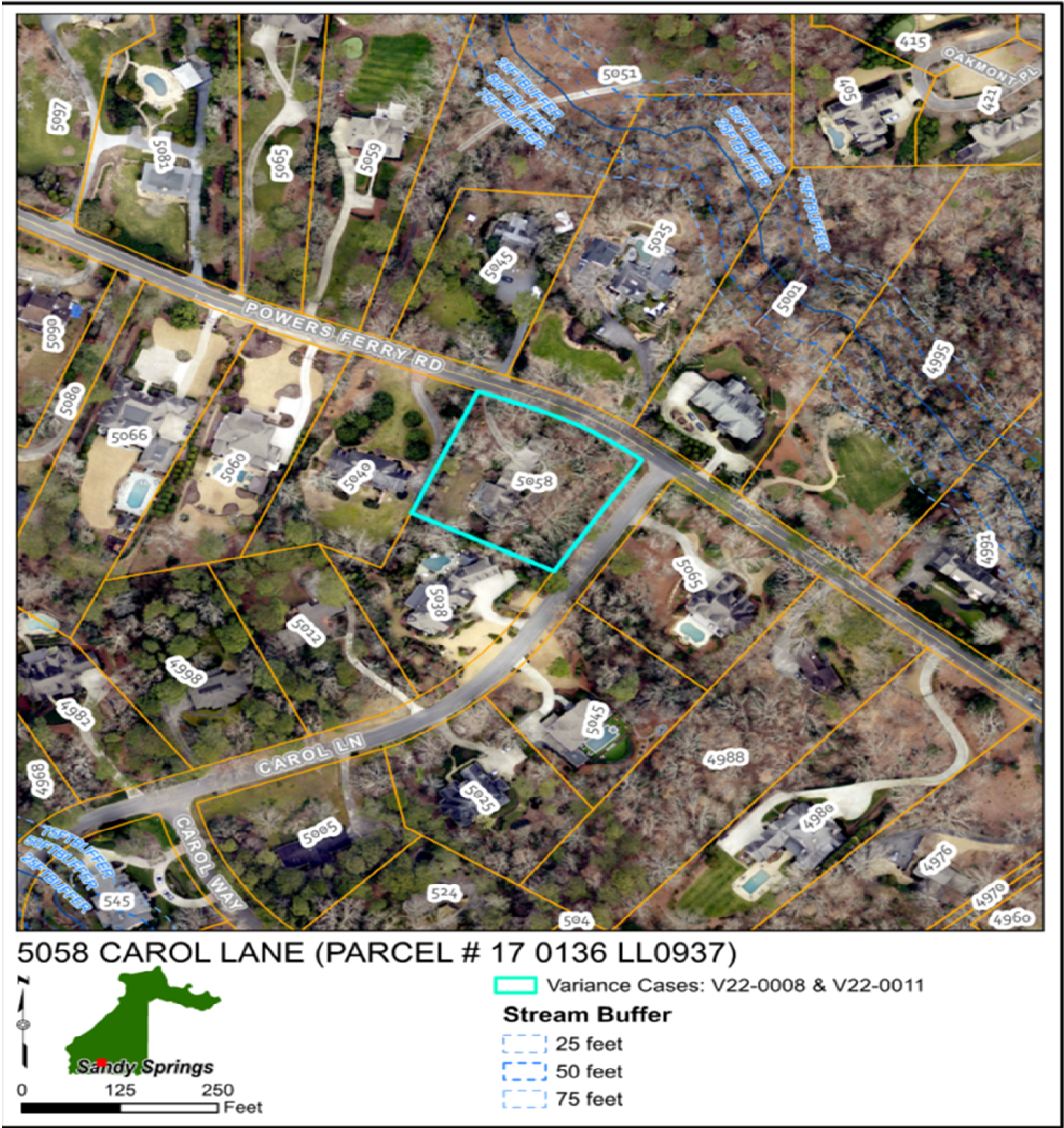


View of home facing North showing the current conditions

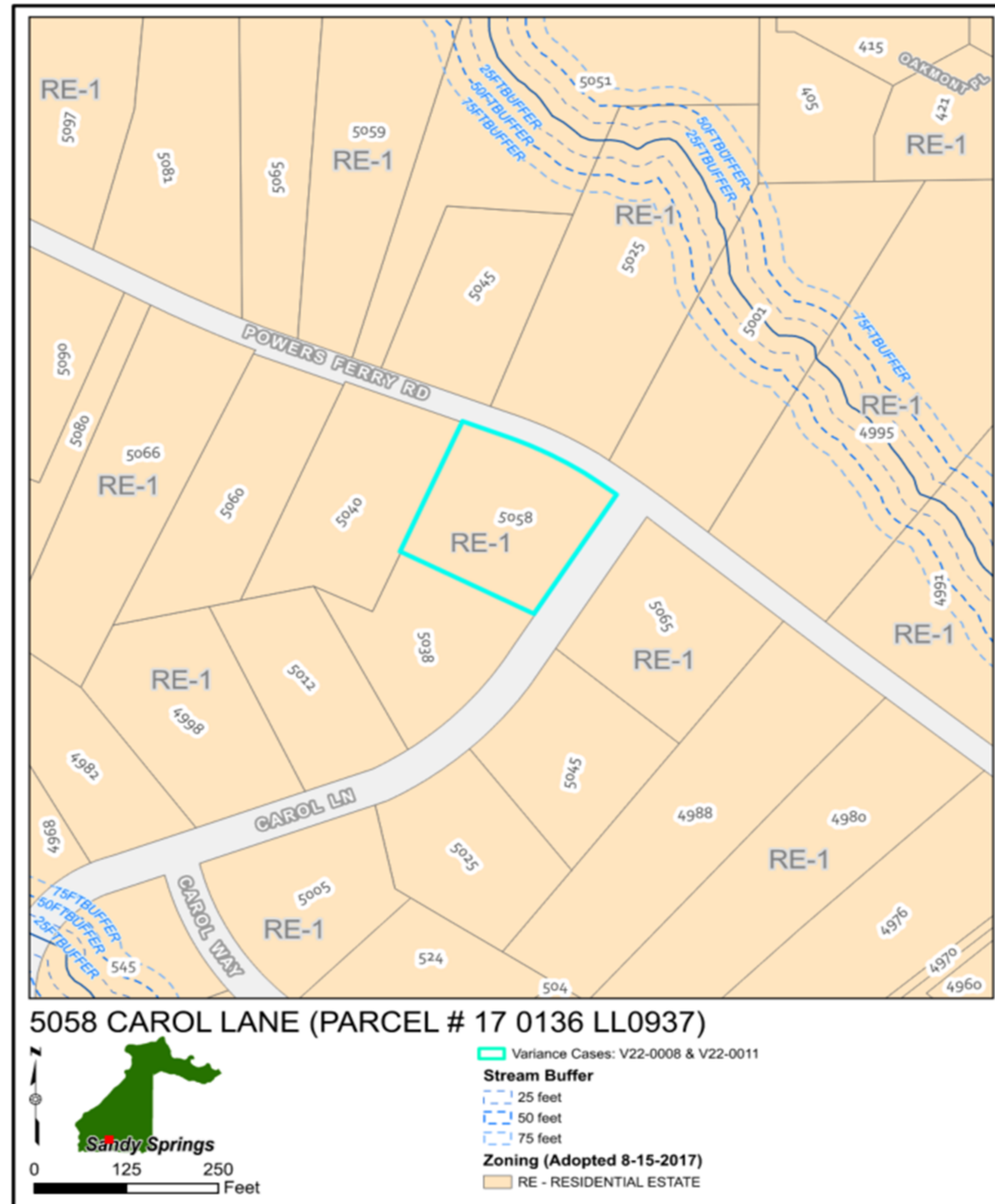


Southwest view of rear yard showing the current conditions

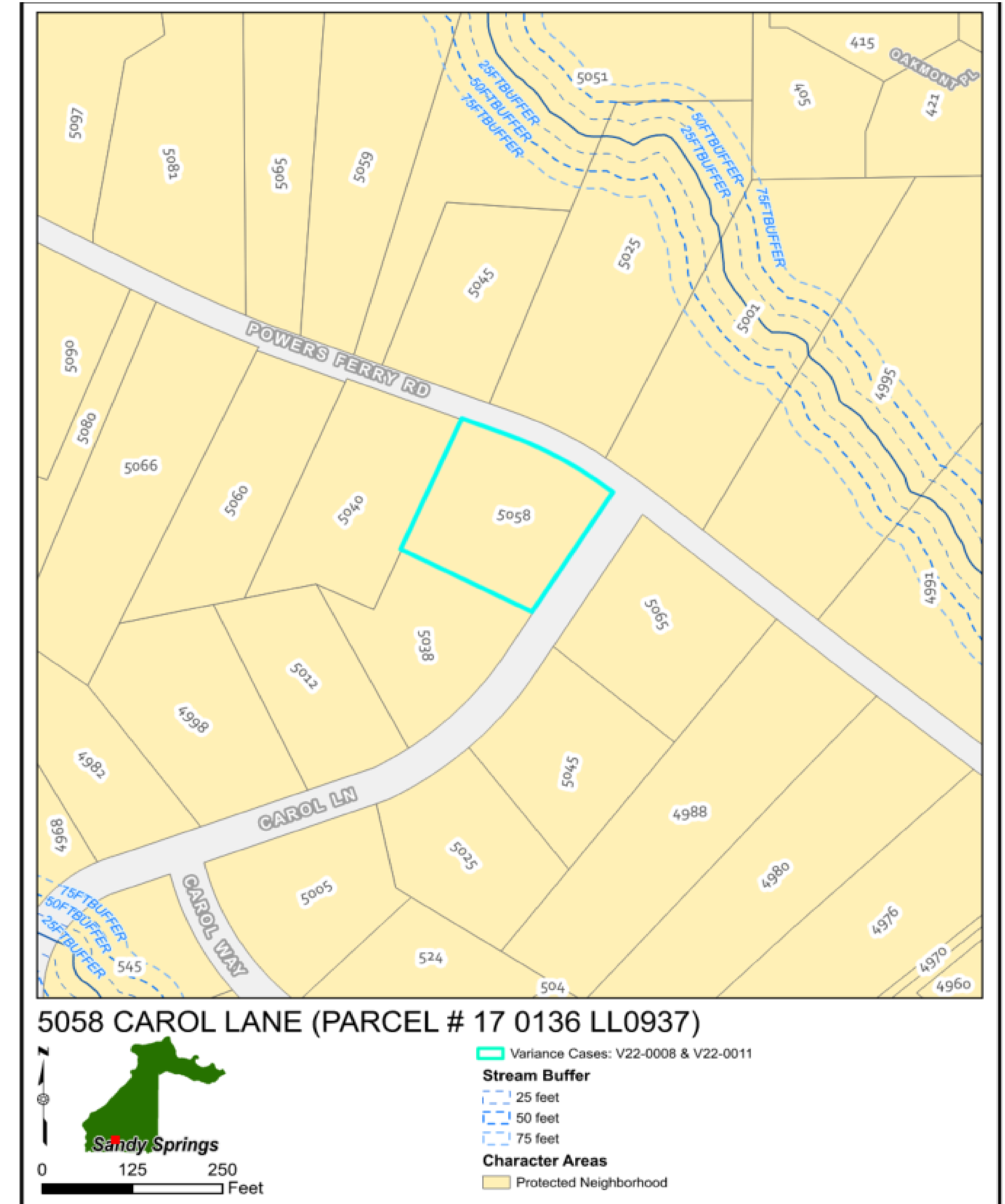
Aerial Image



Zoning Map



Character Area Map



V22-0008 Variance Considerations

- **Application of the Development Code would not create unnecessary hardship; extraordinary and exceptional conditions specific to subject property do not exist**
 - It is Staff's view that the application of the Development Code would not create an unnecessary hardship in that it would prevent this almost 1 acre, RE-1 subject property in the Power Ferry Hills neighborhood from having two driveways.
- **There are no extraordinary and exceptional conditions due to size, shape, or topography, which are specific to the subject property**
 - While the property is located up a considerable hill, this is generally found in similar neighboring properties.

V22-0008 Variance Considerations

- **Such conditions are not the result of action or inaction of the current property owner**

The conditions of the subject property are not the result of action or inaction of the current property owners.

- **The variance request would provide the minimum relief necessary to make possible the reasonable use of the property.**
 - It is in Staff's view that that reasonable use of the property is currently being had.
- **The variance request would result in development that is consistent with the general intent of this Development Code, Comprehensive Plan policies and would not be detrimental to the public good, safety, and welfare.**
 - The Variance request would result in development that is not consistent with the general intent of the Development Code and *The Next Ten*. This property does not have a distinct challenge in abiding by the Development Code with its site conditions.

Recommendation

- Staff recommends **Denial of Variance V22-0008.**

Request

- Request a variance from Sec. 9.4.2.G.3 and 9.4.3.C.2 to allow a retaining wall to encroach into the rear grading and retaining wall setbacks.

V22-00011 Variance Considerations

- **Application of the Development Code would not create unnecessary hardship; extraordinary and exceptional conditions specific to subject property do not exist**
 - It is Staff's view that the application of the Development Code would not create an unnecessary hardship. By reducing the gradable area where a retaining wall may be located in the rear yard from the desired 10 feet from the property line, to the required 20 feet
- **There are no extraordinary and exceptional conditions due to size, shape, or topography, which are specific to the subject property**
 - While the property is located up a considerable but not insurmountable hill, this is generally the type of topography found on neighboring properties and throughout the City.

V22-00011 Variance Considerations

- **Such conditions are not the result of action or inaction of the current property owner**

The conditions of the subject property are not the result of action or inaction of the current property owners.

- **The variance request would provide the minimum relief necessary to make possible the reasonable use of the property.**
 - It is Staff's view that the reasonable use of the property is currently being had.
- **The variance request would result in development that is consistent with the general intent of this Development Code, Comprehensive Plan policies and would not be detrimental to the public good, safety, and welfare.**
 - The Variance request would result in development that is not consistent with the general intent of the Development Code and *The Next Ten*. This property does not have a distinct challenge in abiding by the Development Code with its site conditions.

Recommendation

- Staff recommends **Denial of Variance V22-0011**.



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Board of Appeals Meeting, May 4, 2022

Case: **V22-0012 1188 Hope Road**
Staff Contact: Helen Owens (howens@sandyspringsga.gov)
Report Date: April 21, 2022

REQUEST

Request for a variance from Division 9.2. to encroach into the 25' state waters impervious surface setback for the construction of a new house.

APPLICANT

Property Owner(s): Ava Bovic	Petitioner(s): Christa Hopkins	Representative(s): Christa Hopkins
---------------------------------	-----------------------------------	---------------------------------------

RECOMMENDATIONS

Department of Community Development

Staff recommends **Conditional Approval** of **Variance(s)** V22-0012.

MATERIALS SUBMITTED AND REVIEWED

Materials:

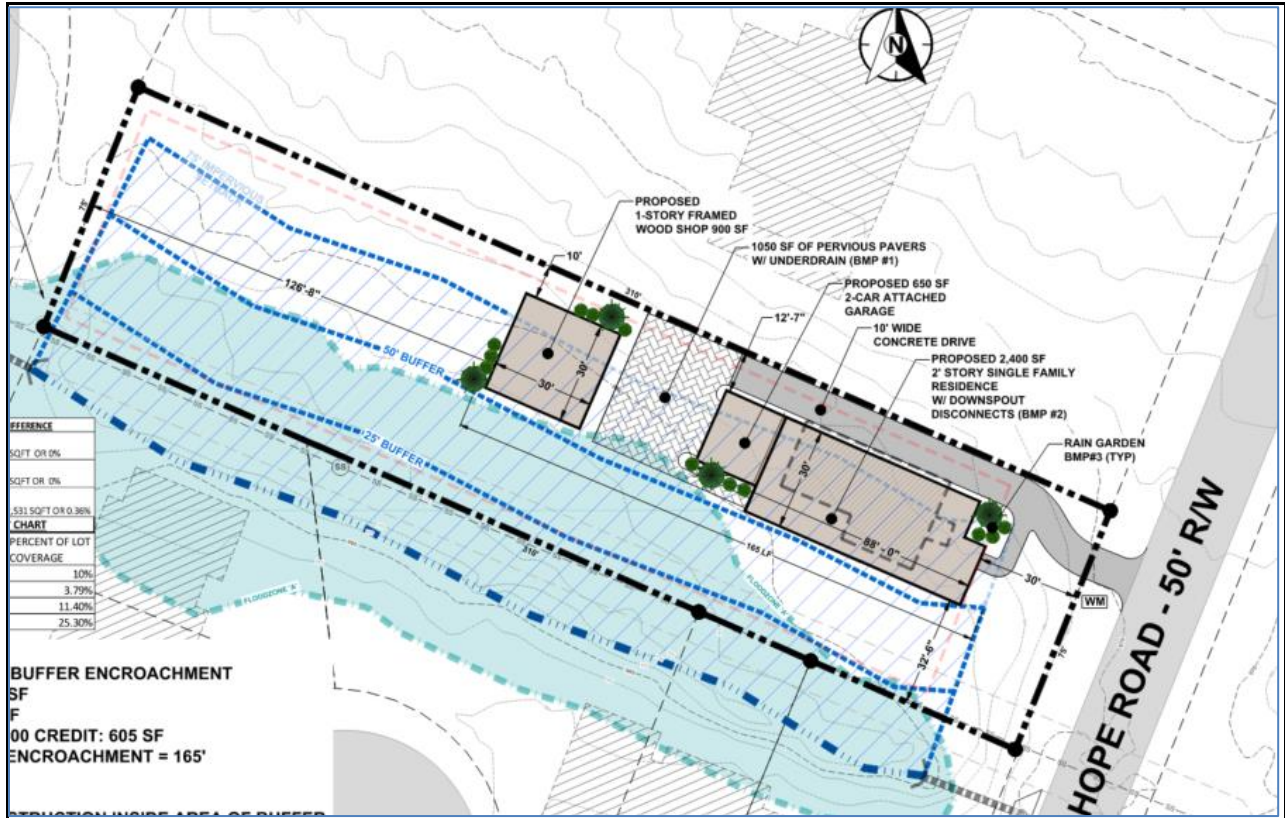
1. V22-0012 Application, received March 9, 2022

Plans:

1. "Variance Exhibit" prepared by Civil Engineering Consultants, Inc., dated March 3, 2022. Received March 9, 2022.
2. "Variance Exhibit I" prepared by Civil Engineering Consultants, Inc., dated March 3, 2021. Received March 9, 2022
3. "Survey" prepared by Hurd Prince and Associates, Inc., dated April 3, 2016. Received March 9, 2022

PROPERTY INFORMATION	
Location:	1188 Hope Road (Parcel # 06 036300040129)
Council District:	2- Melody Kelley
Neighborhood:	N/A
Road frontage:	Approximately 73 feet
Depth:	Approximately 325 feet
Acreage:	Approximately 0.54 acres
Current Zoning:	RT-3 (Residential Townhomes)
Existing Land Use:	Residential
Previous Zoning Cases:	N/A
Character Area:	Urban Neighborhood

PROPOSED SITE PLAN (received March 9, 2022) (full size Survey in Package)



PROPOSED DEVELOPMENT

The 0.54 acre property is currently developed with a single unit detached residence. Approximately 16,015 square feet (68%) of the 23,522 square foot property lies within the State Waters Buffer. The applicants are proposing to tear down the current modest residential structure on the lot and to rebuild, expanding the footprint, including a separate residential structure to be used as a wood shop or other accessory uses. The applicant states that due to a disability of the spouse, a two-story home is not a realistic option.

Per the Development Code Section 9.2.4.B.3 *Environmental Protection State Waters Buffer Protection* Land Development Requirements: Variances will be considered only in the following cases:

- a. When a property's shape, topography or other physical conditions existing on December 12, 2005 prevents land development unless a buffer or setback variance is granted.
- b. Unusual circumstances when strict adherence to the minimal buffer and setback requirements in this Division would create an extreme hardship.

The first 25 foot of the State Waters Buffer is under the jurisdiction of the State Environmental Protection Division (EPD) and is measured from the banks of the stream at wrested vegetation. Each additional portion of the buffer is measured from the edge of the preceding section. The three successive sections of the State Waters Buffer which run parallel to the depth of this parcel are delineated below with a brief description:

State Waters Buffer	<u>First (25')</u> 25 ft. State Undisturbed Natural Vegetative Buffer (measured from the stream bank at wrested vegetation)	<u>Second (50')</u> 25 ft. Undisturbed Natural Vegetative Buffer (City) (measured from the 25')	<u>Third (75')</u> 25 ft. Impervious Surface Setback (City) (measured from the 50')
Allowances	Repair or replace Crossings 100 sf of elevated accessory structures 100 sf of pervious ground level walkway	Repair or replace Crossings 100 sf of elevated accessory structures 100 sf of pervious ground level walkway	Can move square footage around Limited grading w/ mitigation Crossings 100 sf of elevated accessory structures 100 sf of pervious ground level walkway
Restrictions	Land development Cannot do any work without state permission Contact EPD	Cannot create new impervious coverage without variance Cannot grade without variance	Cannot create new impervious coverage without variance

		Nonconforming conditions (i.e. patio, shed, home, can be repaired or trade off)	
Exemptions	Minor land disturbing activities, and/or existing footprint	Minor land disturbing activities, and/or existing footprint	Minor land disturbing activities, and/or existing footprint, pervious pavers, subgrade stormwater facilities w/ mitigation

Aerial View



View of subject property abutting neighboring property to the North on Hope Road



Subject property is to the left

View of Stream Buffer on subject property facing West on Hope Road



Stream Buffer is shown in the bottom left

View of current conditions facing West, from Hope Road



EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY

Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North (adjacent)	RT-3-Residential Townhomes	1190 Hope Road	0.90 acre
West (adjacent)	RT-3 Residential Townhomes	54 Huntington Place Drive	0.47 acre
South (adjacent)	RT-3 Residential Townhomes	280 Dunwoody Creek Circle N	0.23 acre
East	RM-3/8 Residential Multi Unit	8800 Dunwoody Place	18.14 acres
East (adjacent)	--	Hope Road	--

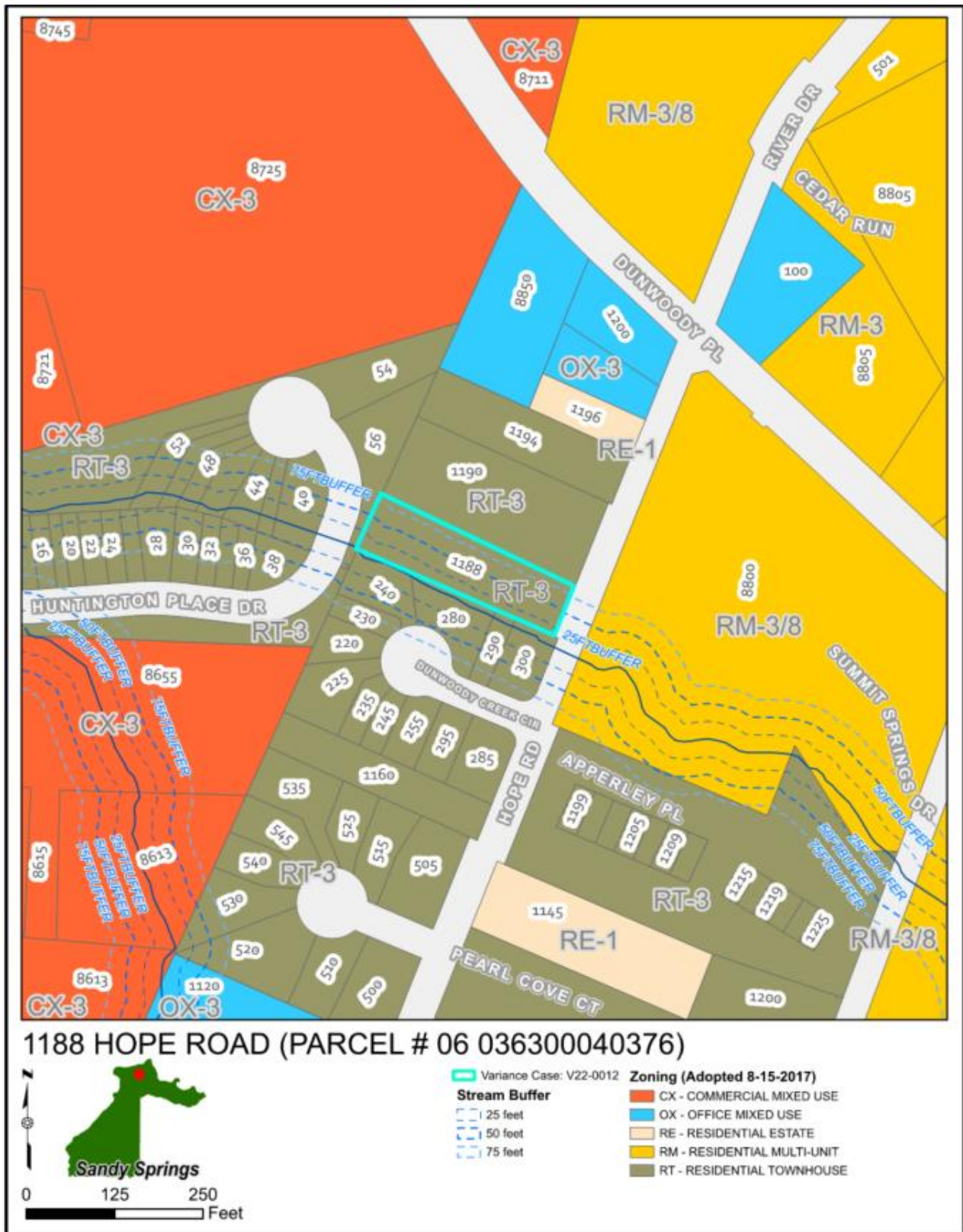
PROPOSED DEVELOPMENT

--	RT-3 Residential Townhomes	1188 Hope Road	0.54 acre
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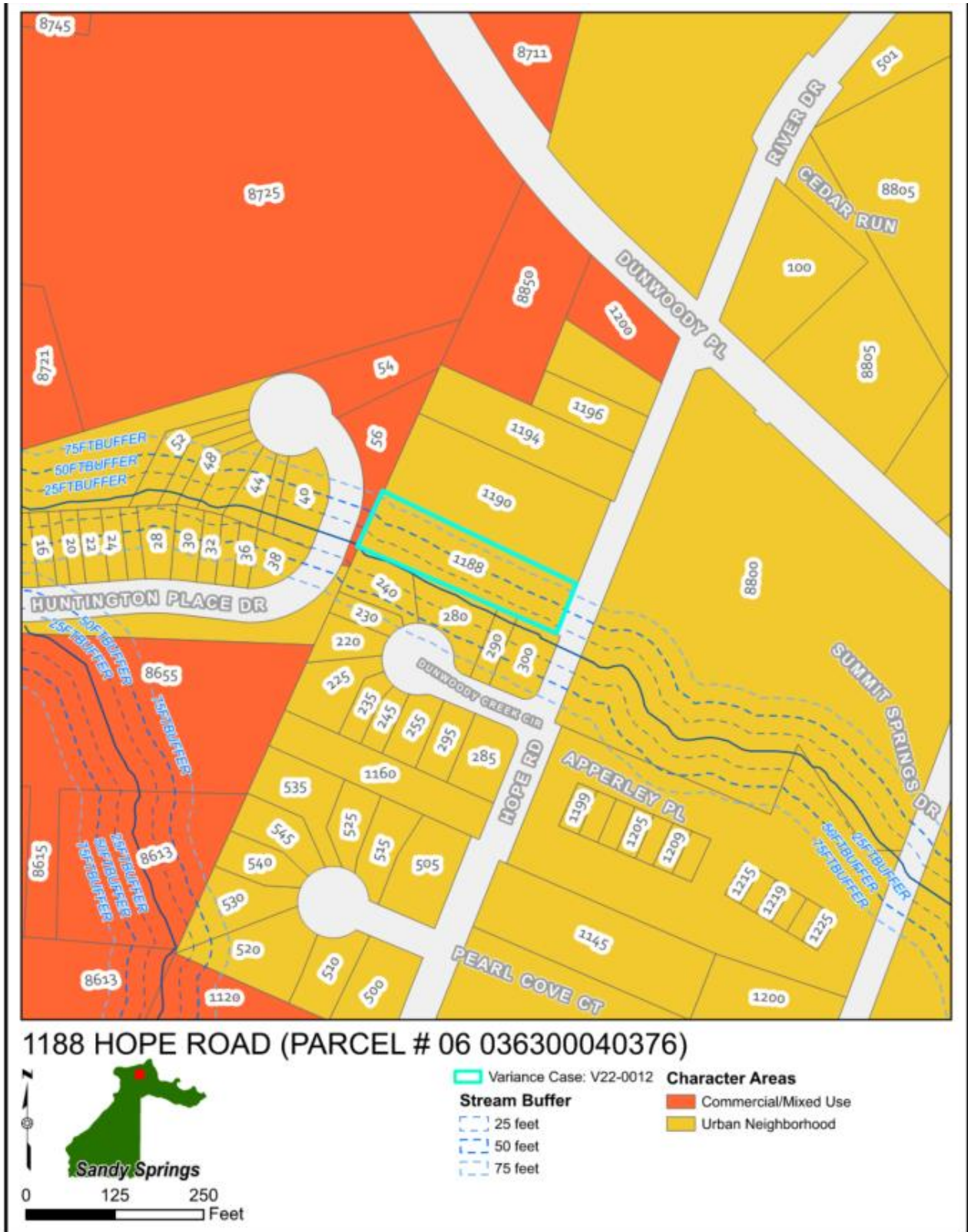
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



V22-0012 STREAM BUFFER VARIANCE and CONSIDERATIONS

Per Sec. 11.6.2.G. of the Development Code, the following list of approval criteria for a Variance provides guidance for making decisions on approval:

1. Variances will only be granted upon showing that:

- a. The property's shape, topography or other physical conditions existing on December 12, 2005 prevent land development unless a Stream Buffer Variance is granted;**

Finding: It is Staff's view that the application of the Development Code would prevent reasonable redevelopment of the site in that the narrow shape of the lot does not allow for a housing footprint much beyond what is existing. The current house, located on 0.54 acres and zoned RT-3 was built in 1940 without a garage and is substandard at 760 square feet in total footprint. To redevelop into a more modern house with a modern footprint and modern amenities, increased encroachment into the 25' Impervious Surface Setback would be necessary.

- b. Unusual circumstances when strict adherence to the minimal buffer and setback requirements would create an extreme hardship.**

Finding: It is Staff's belief that there are unusual circumstances that are created when strict adherence to the minimal buffer requirements is implemented for this lot.

- 16,015 square feet of the 23,261 square feet (68%) of the subject lot is within the 75 foot State Waters Buffer, due to its creation before the additional local implements of the buffer.
- Of the remaining 32% of the lot, which is not within the buffer, the area averages only 23 feet in width for the length of the lot going toward the rear (over 300'). For this reason, the available developable land on the lot (approximately 7,200 square feet) is misleading largely voided by the linear nature of the lot that runs parallel with the stream.

Variances will not be considered when actions of any property owner of a given property after December 12, 2005 have created conditions of a hardship on that property.

Finding: The size, shape, and topography of and the hydrology on the subject property are not the result of actions of the current property owner. The residence on site was built in 1940, according to the Fulton County Tax Assessors.

The following factors will be considered by the Board of Appeals in determining whether to issue a Stream Buffer Variance:

- ***The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;***
- ***The locations of all state waters, wetlands, floodplain boundaries and other natural features on the property, including along property boundaries, as determined by field survey;***

Finding: The subject property is 0.54 acres (23,522 square feet) in size. However, the shape is rectangular, and runs parallel with the stream. Due to this, the State Waters Buffer on site covers most of the subject property including the majority of the buildable area.

- ***The location and extent of the proposed buffer or setback intrusion;***

Finding: According to the Applicant, the proposed residence would encroach into the 25' Impervious Surface Setback only. With the proposed engineering to slow and contain runoff and otherwise encourage the increased runoff from the new impervious surfaces to infiltrate naturally, any impacts from building in the Impervious Surface Setback should be effectively mitigated through the proposed development design from the applicant.

- ***Whether alternative designs are possible which require less intrusion or no intrusion;***

Finding: As the state waters and buffers on site cover most of the subject property and the entirety of the buildable area, other alternatives for redevelopment of the subject property would also require Variances. The only other option is to build over the current footprint, which at 760 square feet is far below any normal detached residential unit standard. Building vertically is not a viable option as the applicant's spouse has a disability that would make accessibility an issue which plays into the need for a fair amount of footprint that might otherwise be accounted for in a second or even third story.

- ***The long-term and water quality impacts of the proposed Variance; and***
- ***Whether issuance of the Variance is at least as protective of natural resources and the environment.***

Finding: The proposed development would connect to sewer, which would be a major improvement for the long-term and water quality impacts over the previous system, which was septic. The applicant is also employing the use of bio-retention systems, pervious pavers, and other environmentally friendly best practices.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs City Engineer (Site):

Approval of this project should require a flood study for the property prior to issuing a permit to establish the minimum finished floor elevation, including minimum elevations of any mechanical equipment, a minimum of 3 feet above the 1% chance flood (aka as 100-year flood) elevation. The study shall also show that none of the below conditions will be created by this development:

- a. Raising the base flood elevation equal to or more than 0.01 foot;
- b. Reducing the base flood or future-conditions regulatory flood storage capacity;
- c. Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the property; or
- d. Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.

2. The City allows permeable pavers to be credited as 100% permeable surfaces. As such, the City does not allow the additional storage of runoff within the paver base stone. Permeable Pavers shall be constructed in accordance with the City's Standard Detail.

3. Provide soils map showing the property consists of Hydrologic Soils in Group (HSG) A or B. Downspout Disconnects should only be constructed in HSG A or B Soils. Downspout disconnects shall only provide 50% runoff reduction credit. Detail how remaining 50% runoff reduction volume will be captured and treated. Detail how the BMP will convey with Georgia Stormwater Management Requirements for length, slope, sheet flow dissipation, etc.

4. Additional runoff reduction measures appear to be required.

5. FEMA Maps show the property in a Shaded Zone X floodplain representing the 0.2% Chance flood. Correct notation on plans stating that the property is from "Floodzone A" to "Flood Zone X (0.2% Chance Flood)"

Sandy Springs Transportation Planner:

Driveway looks dangerous. Site is on the City's Sidewalk Master Plan. Show how 24" Curb and Gutter, 2 foot Landscape Strip and 6 foot Sidewalk can be accommodated on this property including any necessary grading requirements. If right-of-way must be dedicated to accommodate sidewalk construction, the front setback may require modification.

Sandy Springs Chief Environmental Compliance Officer:

This is the most reasonable ask for the property use.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

The conversion from septic system to municipal wastewater is a major improvement. Rain barrels should be designed with caution. With the prevailing rain patterns, they fill up quickly and cannot sustain several continuous days of rain.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Correspondence Received:

No public comment was submitted in writing.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATIONS

Following review, and based on the findings, Staff recommends **Conditional Approval** of V22-0012 Division 9.2. to encroach into the 25' Impervious Surface Setback within the State Waters Buffer to utilize the property in a manner consistent with its current zoning: For the construction of a primary residential structure and related accessory structure, substantially similar to the site plan provided by the applicant with the following condition:

1. A flood study required for the property prior to issuing a permit to establish the minimum finished floor elevation, including minimum elevations of any mechanical equipment, a minimum of 3 feet above the 1% chance flood (aka as 100-year flood) elevation. The study shall also show that none of the below conditions will be created by this development:
 - a. Raising the base flood elevation equal to or more than 0.01 foot;
 - b. Reducing the base flood or future-conditions regulatory flood storage capacity;
 - c. Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the property; or
 - d. Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
2. Show how 24" Curb and Gutter, 2 foot Landscape Strip and 6 foot Sidewalk can be accommodated on this property including any necessary grading requirements.
3. The applicant's rain barrel designs must be approved by the City's Sustainability Manager.

Received

April 13, 2022, 10:36 AM



SANDY SPRINGS™
GEORGIA

Case No.: V22-0012

Planner's initials: [Signature]

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 1188 Hope Road Sandy Springs, GA 30350	
	Parcel Tax ID(s): 06 036300040129	
	Total acreage: .0534	Council District: 2nd District
	Current zoning: RT-3	Current use: Single Family Residential
	Character Area: Urban Neighborhood	

APPLICATION	Detailed request (include Code Section No.):	
	Reduction of the 75' Impervious buffer. Development Code Article 9. Environment Protection Div 9.1	
	State Waters Buffer Protection. Proposed variance of 165 LF of the 75' Impervious buffer to	
	utilize the property in a consistent manner with its current zoning.	
Petitioner: Christa Hopkins		
Petitioner's address: 95 Pase Lane		
Dahlonega, GA 30533		
Phone: [REDACTED]	Email: [REDACTED]	

OWNER	Property owner: Ana Bavovic	
	Owner's address: 1188 Hope Road	
	Sandy Springs, GA 30350	
	Phone: [REDACTED]	[REDACTED]
	Signature (authorizing initiation of the process): Ana Bavovic	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: March 15, 2022	Anticipated Application date: March 29, 2022
Anticipated BOA date: May 4, 2022	
ADDITIONAL INFORMATION NEEDED:	



SANDY SPRINGS

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AUTHORIZATION FORM – PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: <u>Ana C. Medrano</u>	Sworn and subscribed before me this
Address: <u>AKA Ana Bakovic</u> <u>1188 Hope Rd.</u>	
City, State, Zip Code: <u>Atlanta GA. 30350</u>	<u>25</u> th day of <u>April</u> 20 <u>22</u>
Email address: [REDACTED]	Notary public: <u>[Signature]</u>
Phone number: [REDACTED]	Seal: 
Owner's signature: <u>[Signature]</u>	
Commission expires:	

B- If the Applicant is *not* the owner of the subject property:

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or	
☐ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or	
☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this
Company name:	
Address:	th day of _____ 20 _____
City, State, Zip Code:	Notary public:
Email address:	Seal:
Phone number:	
Applicant's signature:	
Commission expires:	



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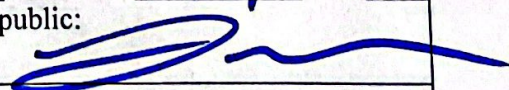
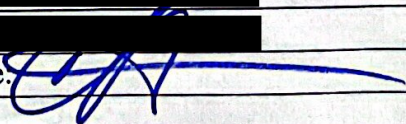
AUTHORIZATION FORM – PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name:	Sworn and subscribed before me this ____ th day of _____ 20 ____ Notary public: Seal: Commission expires:
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Owner's signature:	

B- If the Applicant is *not* the owner of the subject property:

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that: ☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or ☒ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or ☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: Chris and Christa Hopkins	Sworn and subscribed before me this <u>25th</u> day of <u>February</u> 20 <u>22</u> Notary public:  Seal:  Commission expires:
Company name:	
Address: 95 Pase Lane	
City, State, Zip Code: Dahlonega, GA 30533	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Applicant's signature: 	

PURCHASE AND SALE AGREEMENT

Offer Date: _____

2/14/2022



2022 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 1188 Hope Road
 City Atlanta, County Fulton, Georgia, Zip Code 30350
 MLS Number: 6955657 Tax Parcel I.D. Number: 06-0363-0004-012-9

b. Legal Description: The legal description of the Property is [select one of the following below]:

- ☒ (1) attached as an exhibit hereto;
☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
☐ (3) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
☐ (4) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.

3. Closing Costs.

Seller's Contribution at Closing: \$0.00

4. Closing Date and Possession.

Closing Date shall be 4/29/2022 with possession of the Property transferred to Buyer
☒ at Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. Closing Law Firm.

Weissman

Phone Number:

(404) 926-4990

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Weissman

7. Earnest Money. Earnest Money shall be paid by ☐ check ☒ ACH ☐ cash or ☐ wire transfer of immediately available funds as follows:

- ☐ a. \$ _____ as of the Offer Date.
☒ b. \$ _____ within 3 days from the Binding Agreement Date.
☐ c. _____

8. Inspection and Due Diligence.

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 10 days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
 (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
 (2) shall pay directly to Seller additional option money of \$ _____ by ☐ check ☐ ACH or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☒ was (attach F316 Lead-Based Paint Exhibit) **OR** ☐ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Buyer's Broker is Keller Williams Realty Atlanta Partners **and is:**

- (1) ☒ representing Buyer as a client.
 (2) ☐ working with Buyer as a customer.
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. Seller's Broker is Keller Williams Realty Partners **and is:**

- (1) ☒ representing Seller as a client.
 (2) ☐ working with Seller as a customer.
 (3) ☐ acting as a dual agent representing Buyer and Seller.
 (4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:

11. Time Limit of Offer. The Offer set forth herein expires at 8:00 o'clock p.m. on the date 2/27/2022.

Buyer(s) Initials CH CH

Seller(s) Initials [Signature]

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Kelly Rosen IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F201, Purchase and Sale Agreement, Page 1 of 8, 01/01/22

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**1. Purchase and Sale.**

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Closing Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

6. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Earnest Money.

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. This right to enter shall include the time period after the end of any Due Diligence Period to, among other things, and without limitation, meet contractors and vendors, measure for renovations and confirm that any agreed upon repairs have been made and the Property otherwise remains in the same condition. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. Lead-Based Paint. If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) No Agency Relationship: Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) Consent to Dual Agency: If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. Dual Agency Disclosure: *[Applicable only if Broker is acting as a dual agent in this transaction.]*

- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. Designated Agency Disclosure: If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. Brokerage: Seller has agreed to pay Seller's Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Seller Brokerage Engagement Agreement"). The Seller's Broker has agreed to share that commission with the Buyer's Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

11. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. When Broker Is Authorized to Accept Notice for Client: Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

a. Remedies of Seller: In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.

b. Remedies of Buyer: In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.

c. Rights of Broker: In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.

d. Attorney's Fees: In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Risk of Damage to Property. Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

a. Condemnation: Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

b. Consent to Share Non-Public Information: Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.

c. Duty to Cooperate: All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.

d. Electronic Signatures: For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
 - f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
 - g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
 - h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
 - i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
 - j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
 - k. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
 - l. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
 - (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, any amendatory clause in an FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in a special stipulation, another exhibit or the main body of the Agreement.
 - m. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
 - n. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
 - o. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - p. **Time of Essence:** Time is of the essence of this Agreement.
- 5. Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- f. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

6. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
- b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

8. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☐ All Cash Sale Exhibit (F401) "_____"
- ☐ Back-up Agreement Contingency Exhibit (F604) "_____"
- ☒ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " C "
- ☐ Community Association Disclosure Exhibit (F322) "_____"
- ☐ Condominium Resale Purchase and Sale Exhibit (F204) "_____"
- ☒ Conventional Loan Contingency Exhibit (F404) " B "
- ☐ FHA Loan Contingency Exhibit (F407) "_____"
- ☒ Lead-Based Paint Exhibit (F316) " D "
- ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) "_____"
- ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) "_____"
- ☒ Legal Description Exhibit (F807 or other) " A "
- ☐ Loan Assumption Exhibit (F416) "_____"
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) "_____"
- ☐ Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) "_____"
- ☐ Survey of Property as Exhibit "_____"
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_____"
- ☐ USDA-RD Loan Contingency Exhibit (F413) "_____"
- ☐ VA Loan Contingency Exhibit (F410) "_____"
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

This Agreement is contingent on a Variance approval by Sandy Springs specifically allowing a variance from the 75 ft impervious buffer and a reduction in the zoning buffer from 25 feet to 10 feet. Buyer will prepare all documents and apply for the variance. If the variance is not approved by Sandy Springs, then this Agreement automatically terminates and the Earnest Money shall be returned to the Buyer. All parties agree the Closing will occur 10 days after variance approval, on or before April 29, 2022. If the variance is not approved by April 29, 2022, Buyer also reserves the right to terminate this contract and receive a refund of all earnest money.

☐ **Additional Special Stipulations (F246) are attached.**

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

1 Buyer's Signature

Christopher Hopkins
Print or Type Name

2/25/2022
Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

[REDACTED]om
Buyer's E-mail Address

2 Buyer's Signature

Christa Hopkins
Print or Type Name

2/25/2022
Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

[REDACTED]ail.com
Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Keller Williams Realty Atlanta Partners
Buyer Brokerage Firm

Kelly Rosen 2/25/2022
Broker/Affiliated Licensee Signature Date

Kelly B Rosen 353468
Print or Type Name GA Real Estate License #

(770) 568-9241
Licensee's Phone Number Fax Number

kelly@kellyrosen.com
Licensee's E-mail Address

Atlanta Realtors Association
REALTOR® Membership

3325 Paddocks Pkwy Suite 190, Suwanee, GA 30024
Broker's Address

(678) 341-2900 (678) 341-2901
Broker's Phone Number Fax Number

KWRS05 H-46676
MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

DocuSigned by:

1 Seller's Signature

ANA BAKOVIC
Print or Type Name

2/27/2022 | 3:39 PM
Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Keller Williams Realty Partners
Seller Brokerage Firm

DocuSigned by:

Kathy DeOliveira

2/27/2022 | 3:42 PM

2 Broker/Affiliated Licensee Signature Date

Kathy DeOliveira 357457
Print or Type Name GA Real Estate License #

(678) 460-7887
Licensee's Phone Number Fax Number

kathy@diakathy.com
Licensee's Email Address

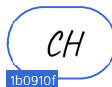
Cobb Board of Realtors
REALTOR® Membership

722 Stonecroft Lane, Woodstock, GA 30188
Broker's Address

(678) 494-0644 (678) 494-0645
Broker's Phone Number Fax Number

KWRP01 H-64730
MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of February 27, 2022
and has been filled in by Kelly Rosen.

Deed Book **61325** Pg **636****EXHIBIT "A"****FILENUMBER: 20-5363R**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 363 OF THE 6TH DISTRICT OF FORMERLY MILTON, NOW FULTON COUNTY, GEORGIA AND BEING LOTS 83, 84, AND 85 IN BLOCK B OF LONGDALE PARK SUBDIVISION, AS PER PLAT BY E. W. ROBERTS, C.E., DATED June 1927, recorded in Plat Book 12, page 46, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE NORTHWESTERLY SIDE OF HOPE ROAD 421.2 FEET SOUTHWESTERLY AS MEASURED ALONG THE NORTHWEST SIDE OF HOPE ROAD FROM THE SOUTHWEST CORNER OF HOPE ROAD AND DUNWOODY PLACE (FORMERLY OLD ROSWELL ROAD), SAID BEGINNING POINT BEING AT THE SOUTH LINE OF LOT 86 OF SAID SUBDIVISION AND HAVING PREVIOUSLY BEEN DESCRIBED AS BEING 386 FEET SOUTHWARDLY FROM OLD ROSWELL ROAD, BUT IS NOW SHOWN BY PLAT OF SURVEY BY C.E. ABERCROMBIE, REGISTERED SURVEYOR, DATED January 7, 1961, AS BEING 421.2 FEET FROM DUNWOODY PLACE (FORMERLY OLD ROSWELL) SINCE THE WIDENING AND RELOCATION OF OLD ROSWELL ROAD AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF LOT 86 OF SAID BLOCK AND SUBDIVISION 311.8 FEET TO AN IRON PIN, SAID LINE FORMING AN INTERIOR ANGLE OF 91 DEGREES 31 MINUTES WITH THE NORTHWEST SIDE OF HOPE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF A FENCE 75 FEET TO AN IRON PIN; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF LOT 82 A DISTANCE OF 313.4 FEET TO HOPE ROAD; THENCE NORTHEASTERLY ALONG THE NORTHWEST SIDE OF HOPE ROAD, WHICH FORMS AN INTERIOR ANGLE OF 88 DEGREES 29 MINUTES WITH THE PRECEDING COURSE, 75 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND DESCRIBED IN WARRANTY DEED FROM L.F. BARNETT TO JAMES W. AMOS DATED September 15, 1956, AND RECORDED IN DEED BOOK 3156, PAGE 253, FULTON COUNTY RECORDS, BEING IMPROVED PROPERTY KNOWN AS 1188 HOPE ROAD ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN THE CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA. Parcel ID Number: 06-0363-0004-012-9. Subject to any Easements or Restrictions of Record.

CONVENTIONAL LOAN CONTINGENCY

EXHIBIT " B "



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of 2/14/2022 for the purchase and sale of that certain Property known as: 1188 Hope Road, Atlanta, Georgia 30350.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency.
[Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]

☒ A.	FIRST MORTGAGE LOAN	Loan Amount <u>75</u> % of purchase price	Term <u>30</u> years	Interest Rate (at par) <u>4</u> % per annum (or initial rate on adjustable loan)	Rate Type ☒ Fixed ☐ Adjustable ☐ Interest Only	Source Of Loans Term ☒ Institutional ☐ Seller ☐ Other
☐ B.	SECOND MORTGAGE LOAN	<u> </u> % of purchase price	<u> </u> years	<u> </u> % per annum (or initial rate on adjustable loan)	☐ Fixed ☐ Adjustable ☐ Interest Only	☐ Institutional ☐ Seller ☐ Other

2. **Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

Approved Mortgage Lender(s)

United Community Bank

(hereinafter singularly "Approved Mortgage Lender" and collectively "Approved Mortgage Lender(s)")

3. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be (in which event this Conventional Loan Contingency shall no longer be part of this Agreement). Nothing herein shall require the Seller to agree to amend this Agreement.
4. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.
5. **Financing Contingency.** Buyer shall have 28 days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice a letter of loan denial from a mortgage lender based upon the mortgage lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and mortgage lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit. Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period.

- 6. Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) the Property not appraising for at least the purchase price unless this Agreement is subject to an appraisal contingency and an appraisal meeting the requirements of this Agreement has been performed; or (f) the lender not having completed underwriting the loan request.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

- 7. Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.

- 8. Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

- 9. Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

- 10. Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.

- 11. Appraisal Contingency.** In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Seller with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall not later than 15 days from the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Sales Price (F713) ("ATSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not timely submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

Seller shall, not later than three (3) days from the date of an ATSP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATSP or seek to negotiate with Buyer a lesser reduction in the sales price of the Property than what is reflected in the ATSP. If, within the above timeframe, an ATSP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATSP shall be waived and Buyer shall close on the Property for the purchase price set forth in this Agreement. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property.

*Christopher Hopkins***1 Buyer's Signature**

Christopher Hopkins

Print or Type Name

*Christa Hopkins***2 Buyer's Signature**

Christa Hopkins

Print or Type Name

☐ **Additional Signature Page (F267) is attached.**

Keller Williams Realty Atlanta Partners

Buyer Brokerage Firm

*Kelly Rosen***Broker/Affiliated Licensee Signature**

Kelly B Rosen

Print or Type Name

Atlanta Realtors Association

REALTOR® Membership

DocuSigned by:

*ANA BAKOVIC***1 Seller's Signature**

ANA BAKOVIC

Print or Type Name

2 Seller's Signature

Print or Type Name

☐ **Additional Signature Page (F267) is attached.**

Keller Williams Realty Partners

Seller Brokerage Firm

DocuSigned by:

*Kathy DeOliveira***Broker/Affiliated Licensee Signature**

Kathy DeOliveira

Print or Type Name

Cobb Board of Realtors

REALTOR® Membership



CLOSING ATTORNEY ACTING AS HOLDER OF EARNEST MONEY EXHIBIT " C "



[Closing Attorney must still consent to serve as Holder using F511]

2022 Printing

This Exhibit is part of the Agreement with an Offer Date of 2/14/2022 for the purchase and sale of that certain property known as: 1188 Hope Road, Atlanta, Georgia 30350 ("Agreement").

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within three (3) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder.
5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
6. **Failure of Closing Attorney to Become Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder or fails to timely become Holder, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Alternate Holder.** The Buyer must immediately notify all parties if the Closing Attorney fails to become Holder. The Alternate Holder, who must be a broker in this transaction, shall be Keller Williams Realty Atlanta Partners. In the event an Alternate Holder is not named, the Alternate Holder shall be the Buyer's Broker.
8. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
9. **Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.

Closing Attorney: Weissman

Address: 5909 Peachtree Dunwoody Road Building D,
Suite 100, Atlanta, GA 30338

Phone Number: (404) 926-4990

Fax Number: (404) 926-4871

Email: perimeter@weissman.law

Buyer's Initials: _____

CH CH
35ec1b 125e8ab

Seller's Initials: _____

DS
ACM

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F510, Closing Attorney Acting as Holder of Earnest Money Exhibit, 01/01/22



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
PURCHASE AND SALE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT " D "**



2022 Printing

This Exhibit pertains to that certain Property known as: 1188 Hope Road, Atlanta, Georgia 30350.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND BUYER, AND THE BUYER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard [initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller [initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:

(i) _____ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

(ii) DS
ACM Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment [initial all applicable sections below]:

(c) _____ Buyer has received copies of all information, if any, listed above.

✓ (d) CH CH Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*
dfda5d4 b15efe

(e) Buyer has: [initial (i) or (ii) below]:

✓ (i) CH CH Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Buyer being obligated under the Purchase and Sale Agreement); or
4527d40 8eb83df

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).

Agent's Acknowledgment (Agent who informed Seller of Seller's Obligations should initial).

(f) kd Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Christopher Hopkins 2/23/2022
 1 Buyer's Signature Date

Christopher Hopkins
 Print or Type Name

DocuSigned by:
ANA BAKOVIC 2/27/2022 | 3:39 PM
 1 Seller's Signature Date

ANA BAKOVIC
 Print or Type Name

Christa Hopkins 2/23/2022
 2 Buyer's Signature Date

Christa Hopkins
 Print or Type Name

2 Seller's Signature Date

Print or Type Name

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

Kelly Rosen 2/23/2022
 Buyer's Agent Signature Date

Kelly B Rosen
 Print or Type Name

Keller Williams Realty Atlanta Partners
 Buyer Brokerage Firm

DocuSigned by:
Kathy DeOliveira 2/27/2022 | 3:42 PM
 Seller's Agent Signature Date

Kathy DeOliveira
 Print or Type Name

Keller Williams Realty Partners
 Seller Brokerage Firm

Sandy Springs Variance Application

Variance Analysis

Application of the Development Code for the property located at 1188 Hope Road, Sandy Springs, GA creates an unnecessary hardship as the general shape of the lot is narrow and long, running length wise paralleling the existing creek. The total lot size is 0.534 Acres or 23,261 SF of which 16,015 lies within a creek buffer –69% of the total lot. The existing house was built in 1940 and consists of 760 SF without a garage of which most of the house lies within the 75' buffer. The house is currently on a septic system lying within 50' of the creek. The proposed variance also includes:

- Mitigation of ALL stormwater runoff from proposed impervious surfaces (BMP#2 and#3)
- Driveway area inside the impervious buffer will be pervious pavers (BMP #1).
- Removal of the septic tank and drainage fields and connecting to the municipal sewage system.
- Redesign of the existing drive to meet development code standards with 5' edge of concrete radius onto public street.

The proposed size of the house is standard to the character area and current zoning and would provide the minimum relief to the property that would result in development consistent to the intent of the Development Code.

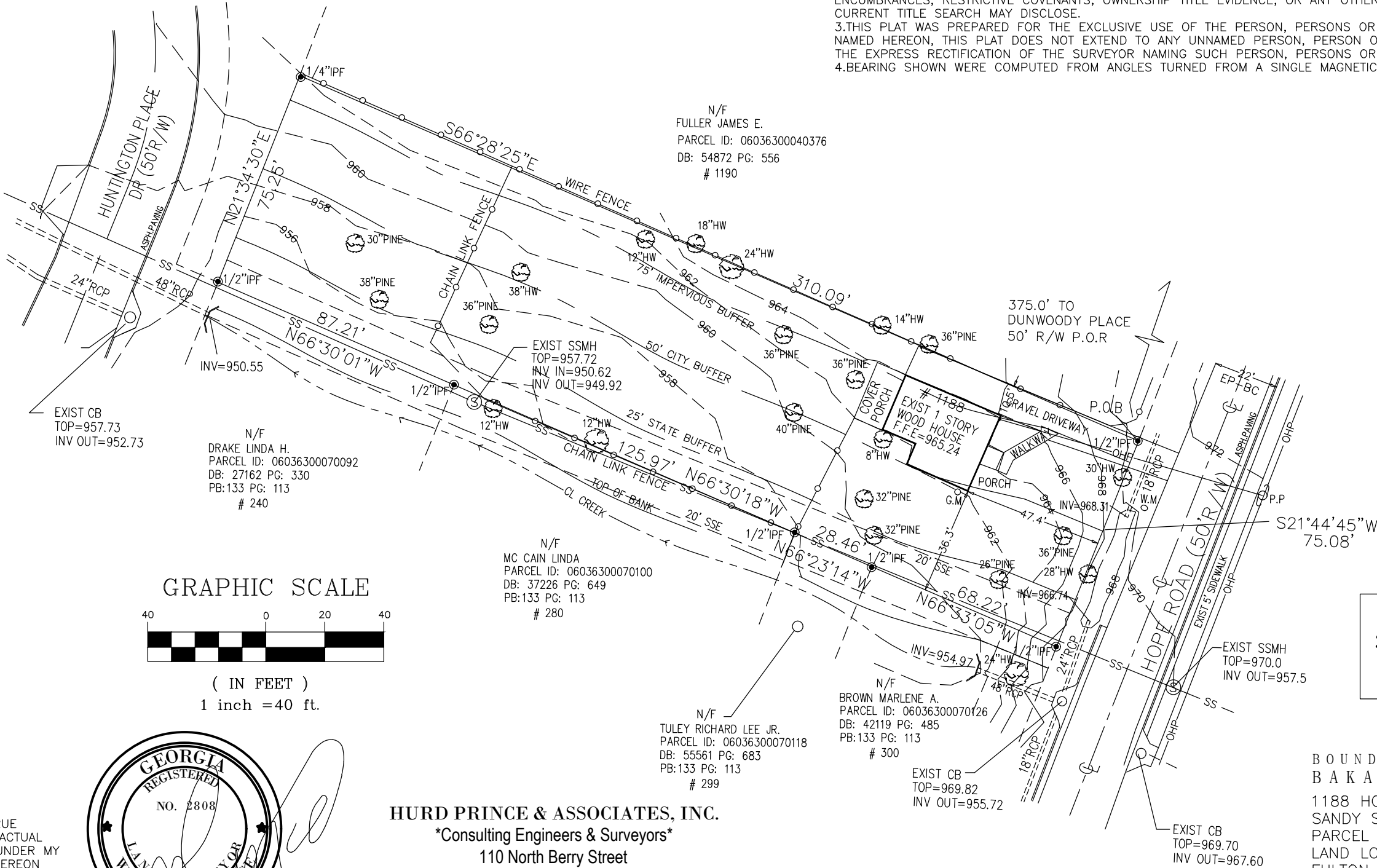
THE SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-16-67

FLOOD STATEMENT:
NO PORTION OF THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY "F.I.A. OFFICIAL FLOOD HAZARD MAP PANEL # 13121C0151G DATE 9/18/2013

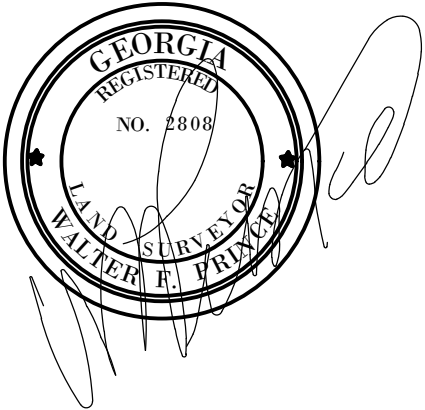
INSTRUMENT USED:
NIKON DTM-520 TOTAL STATION

FLOOD STATEMENT:
1.STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE PAVED OR COVERED OVER THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GRAND STRUCTURES AND RECORDS DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON ADDITIONAL BURIED UTILITIES MAY BE COUNTERED. NO EXCAVATION WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, CALL THE UTILITIES PROTECTION CENTER FOR ADDITIONAL INFORMATION.
2.SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORDS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3.THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON, THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSON OR ENTITY WITHOUT THE EXPRESS RECTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
4.BEARING SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.

- LEGEND
- P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - O.H.P. OVERHEAD POWER LINE
 - P.P. POWER POLE
 - L.L.L. LAND LOT LINE
 - I.P.F. 1/2" IRON PIN FOUND
 - I.P.S. 1/2" IRON PIN SET
 - OTF OPEN TOP FOUND
 - T.L.P. TRAFFIC LIGHT POLE
 - C.L. CENTER LINE
 - ⊗ LOT NUMBER
 - W.M. WATER METER
 - GUY WIRE
 - E/B ELECTRIC BOX
 - T/B TELEPHONE BOX
 - C/B CABLE BOX
 - G.M. GAS METER
 - CTF CRIMP TOP FOUND
 - TLP TRAFFIC LIGHT POLE



NOTE:
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,580 FEET AND AN ANGULAR ERROR OF 00 00'06\"/>



HURD PRINCE & ASSOCIATES, INC.
Consulting Engineers & Surveyors
110 North Berry Street
Stockbridge, Georgia 30281-3424
Phone (404) 372-7304 Fax (707)474-7487

BOUNDARY SURVEY FOR:
BAKART GROUP
1188 HOPE ROAD
SANDY SPRINGS GA,
PARCEL ID:06036300040129
LAND LOT; 363 6TH DISTRICT
FULTON COUNTY, GEORGIA
SCALE 1=40\"/>

ALL THAT CERTAIN tract or parcel of land lying in Land Lot 363 of the 6th District of Fulton County, Georgia, and being more particularly described by metes and bounds as follows:

COMMENCING at the South West corner of the intersection of Dunwoody Place and Hope Road;

THENCE: S21°57'33"W, 372.62' to a 1/2" rebar found for corner, said point being on the Northerly right-of-way line of Hope Road, having a 50 foot right-of-way, and being the POINT OF BEGINNING for the herein described tract of land;

THENCE: Along the northerly right-of-way of said Hope Road, S 21°44'45" W, 75.08 to a 1/2" rebar found for corner;

THENCE: Leaving said right of way, along the shared property line of now or formerly owned by Marlene A Brown N66°33'05W, 68.22' to an 1/2" rebar found for corner;

THENCE: N66°23'14"W, 28.46' to a 1/2" rebar found for corner along said property line;

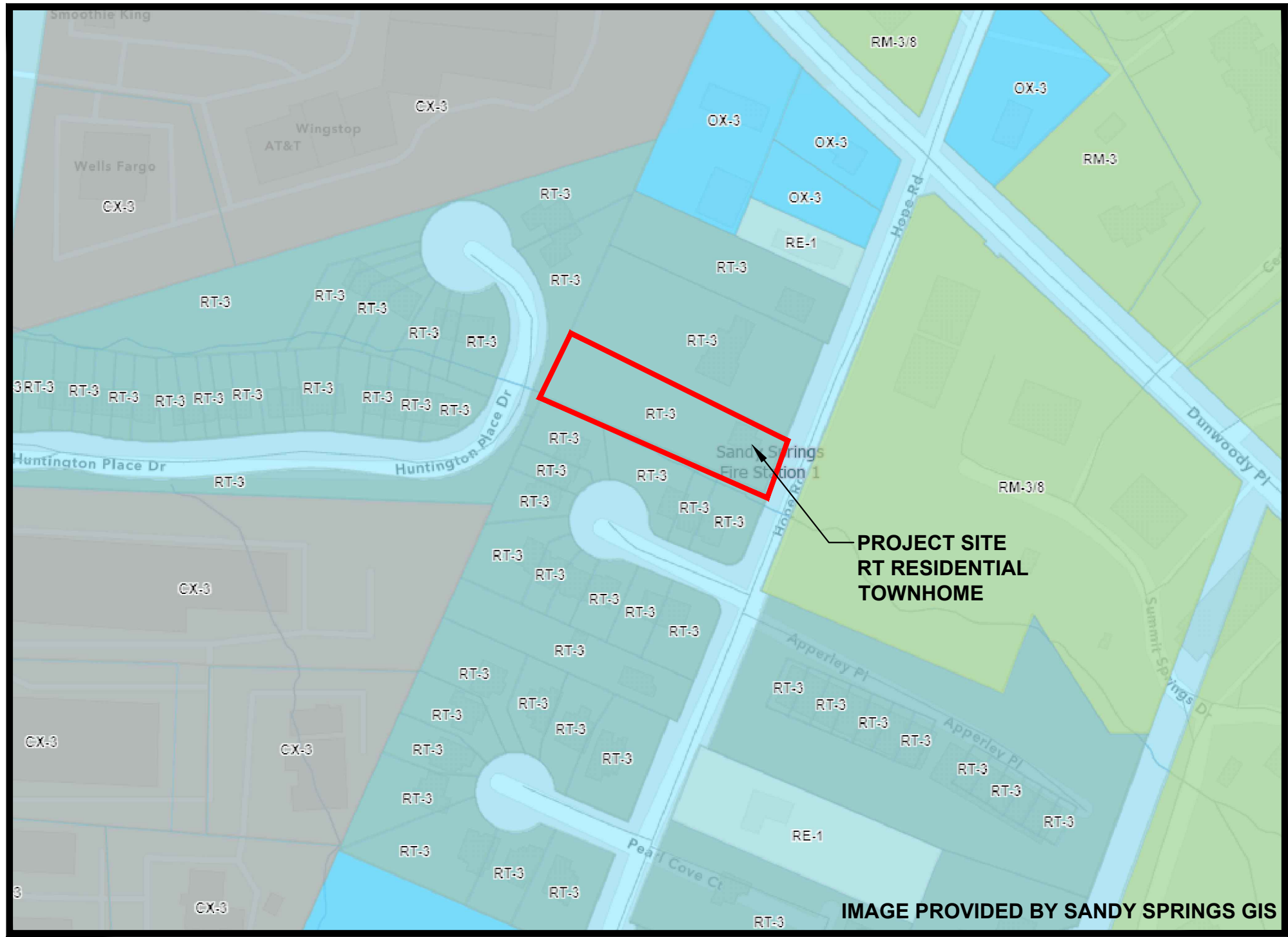
THENCE: N66°30'18"W, 125.97' to a 1/2" rebar found for corner along said property line;

THENCE: N66°30'01"W, 87.21' to a 1/2" rebar found for corner and being the shared property corner of now or formerly owned by Ardit Curi;

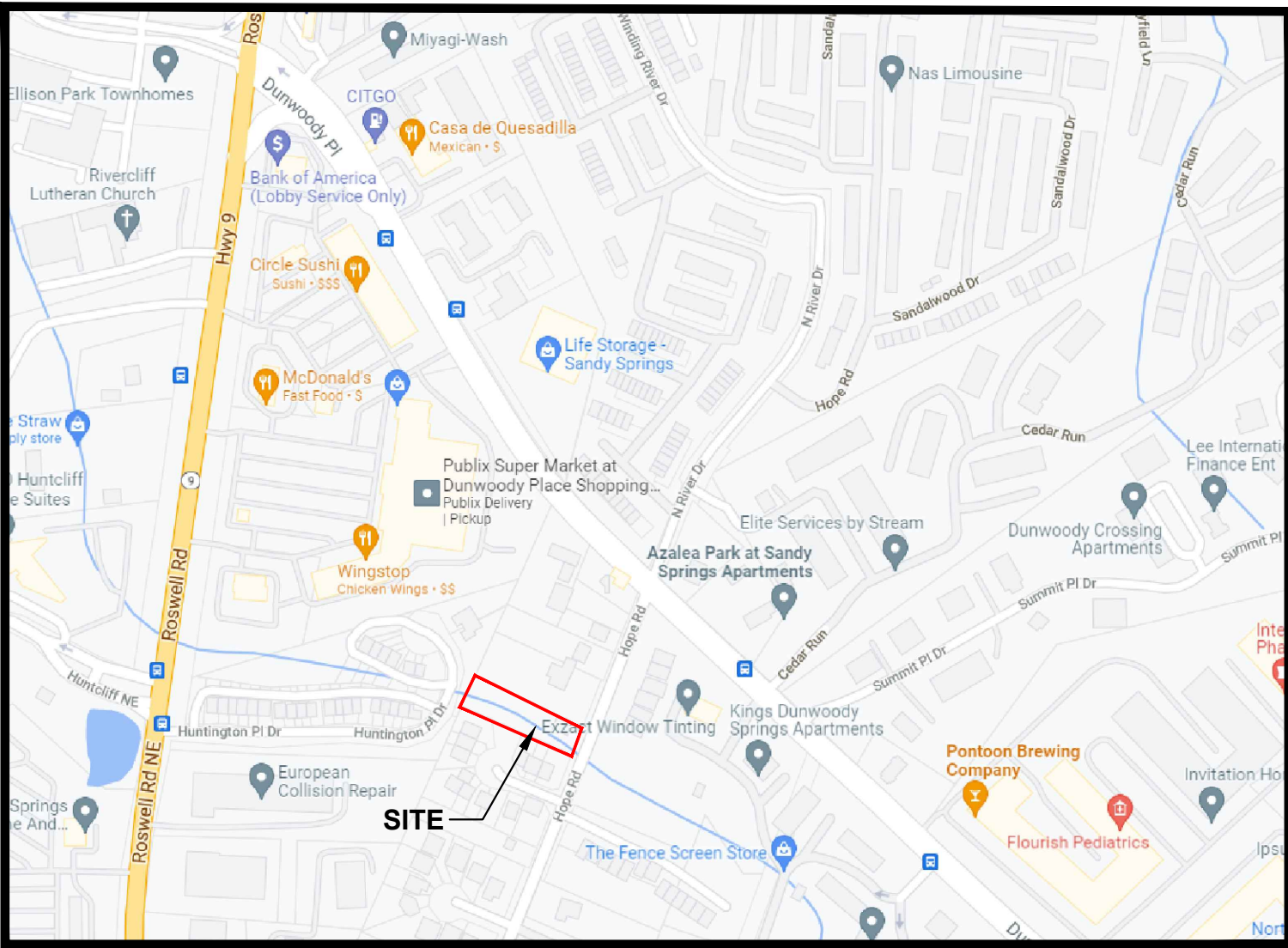
THENCE: N21°34'30"E, 75.25' to a 1/4" rebar found for corner and being the shared property corner of now or formerly owned James E Fuller;

THENCE: S66°28'25"E, 310.09 to the POINT OF BEGINNING and containing 0.534 Acres of Land

1188 HOPE ROAD VARIANCE - CHRISTA - 3/1/2022 12:52 PM



VARIANCE EXHIBITS FOR:
CHRISTOPHER AND CHRISTA HOPKINS
ADDRESS:
1188 HOPE ROAD
SANDY SPRINGS, GA



VARIANCE - 75' IMPERVIOUS STREAM
BUFFER VARIANCE

DEVELOPMENT CODE - ARTICLE 8. ENVIRONMENTAL PROTECTION DIV. 9.2 - STATE
WATER BUFFER PROTECTION
VARIANCE PROCEDURES B -3. a. WHEN A PROPERTY'S SHAPE, TOPOGRAPHY OR
OTHER PHYSICAL CONDITIONS EXISTING ON OR BEFORE DECEMBER 12, 2005
PREVENTS LAND DEVELOPMENT UNLESS A BUFFER OR SETBACK VARIANCE IS
GRANTED.

LEGEND

- 100' YEAR FLOOD AREA PER FEMA MAP
- STREAM BUFFER
- EXISTING SETBACKS
- EXISTING STORM SEWER
- PROPERTY LINE

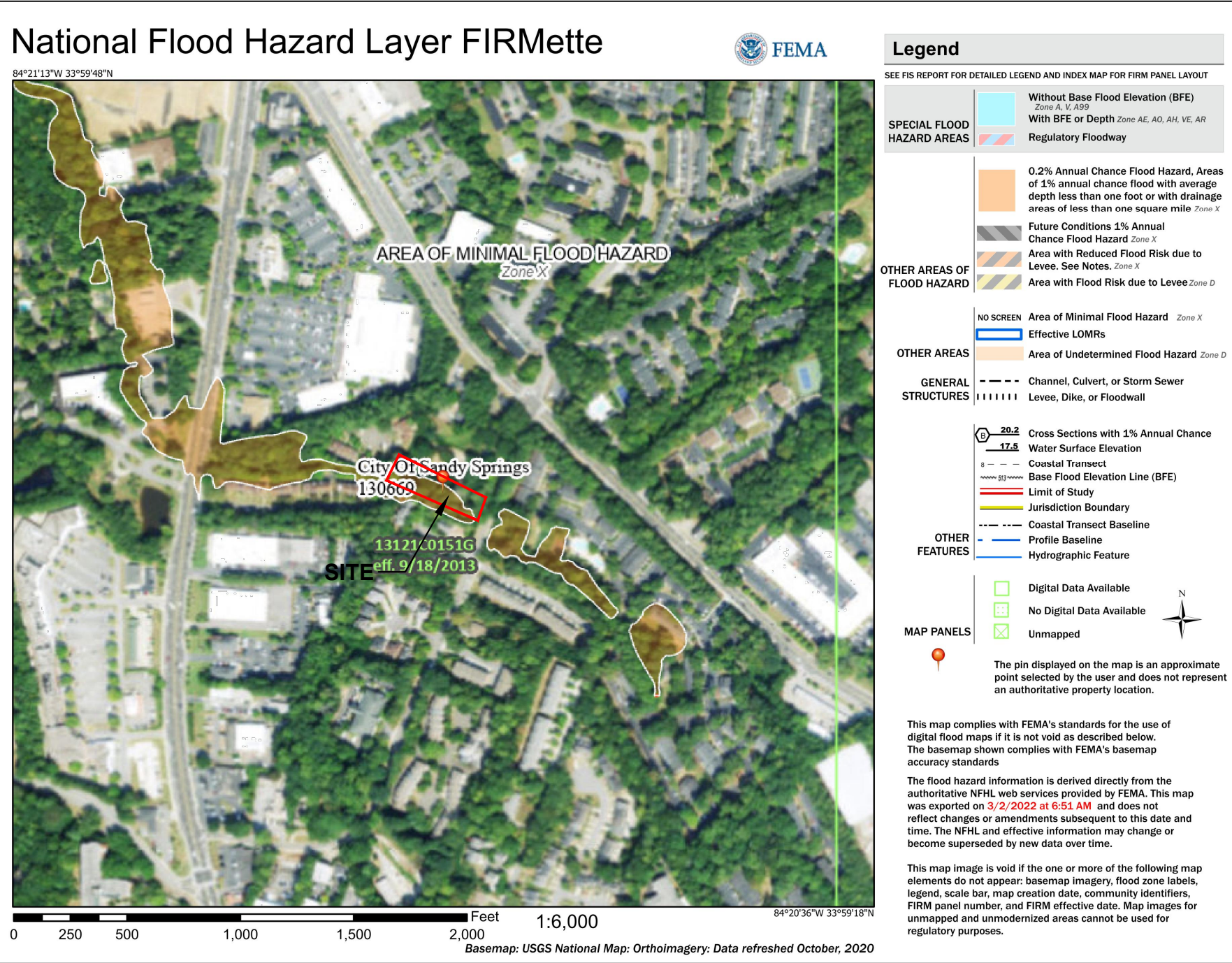
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0.534 ACRES
PARCEL ID: 06036300040129
ZONED: RT-3 RESIDENTIAL
TOWNHOUSE
1188 HOPE ROAD
SANDY SPRINGS, GA
LAND LOT 363 - 6TH DISTRICT
FULTON COUNTY, GEORGIA

Sheet List Table

Sheet Number	Sheet Title	Sheet Number
1	COVER SHEET	1
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3	PROPOSED STREAM BUFFER EXHIBIT VARIANCE 1	3

DEVELOPMENT STATISTICS SUMMARY CHART

LOT AREA (0.534 ACRES)	23,761 SF	PERCENT OF LOT COVERAGE
PRIMARY RESIDENCE WITH GARAGE	2,400 SF	10%
ACCESSORY BUILDING	900 SF	3.79%
PARKING DRIVE AND SIDEWALKS	2,720 SF	11.40%
LOT COVERAGE	6,020 SF	25.30%



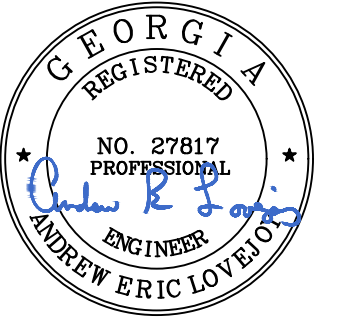
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Drawn By : JL

Checked By : CCC

Scale : SEE DETAIL

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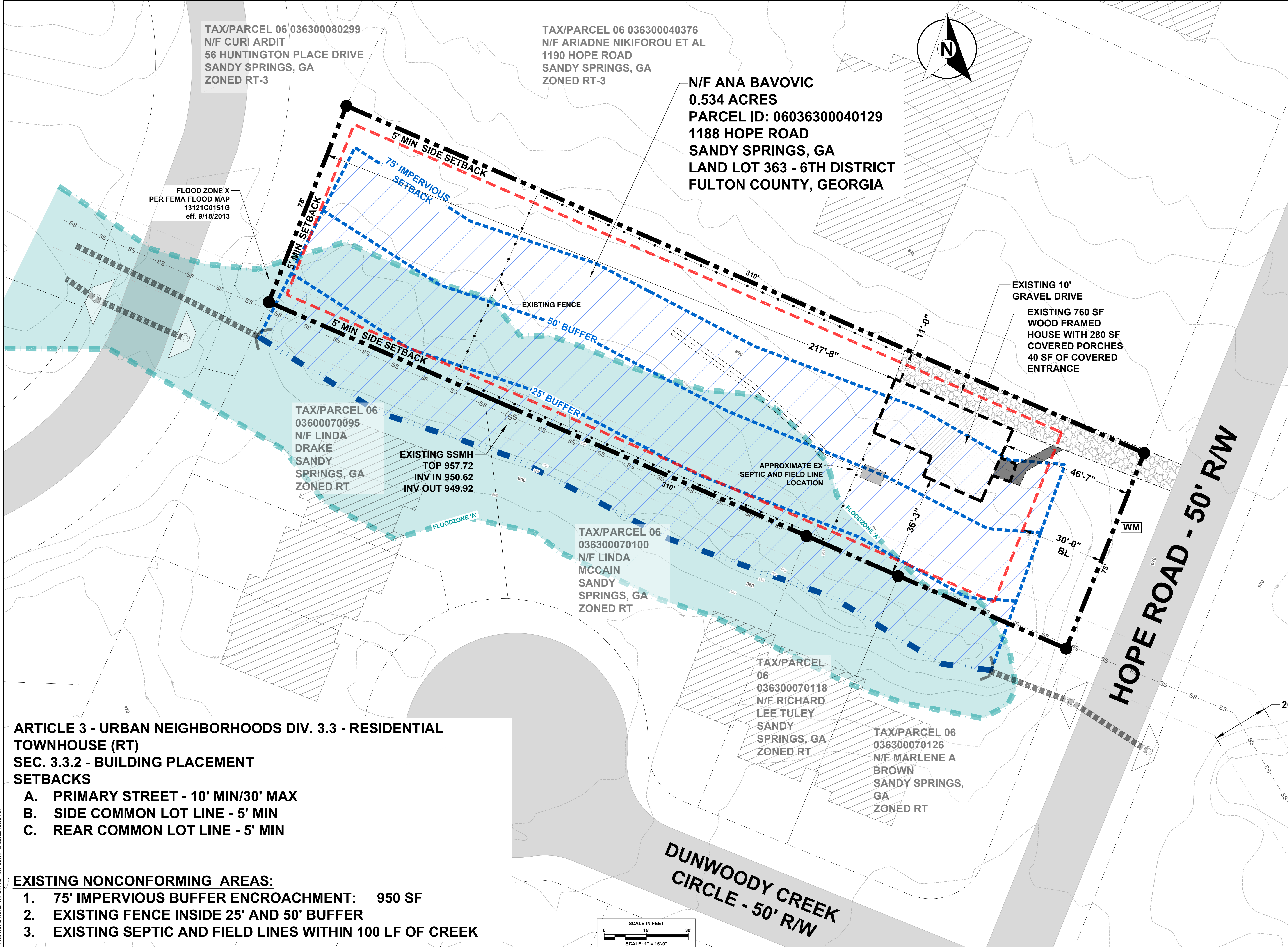
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COVER SHEET

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DRAWING NUMBER

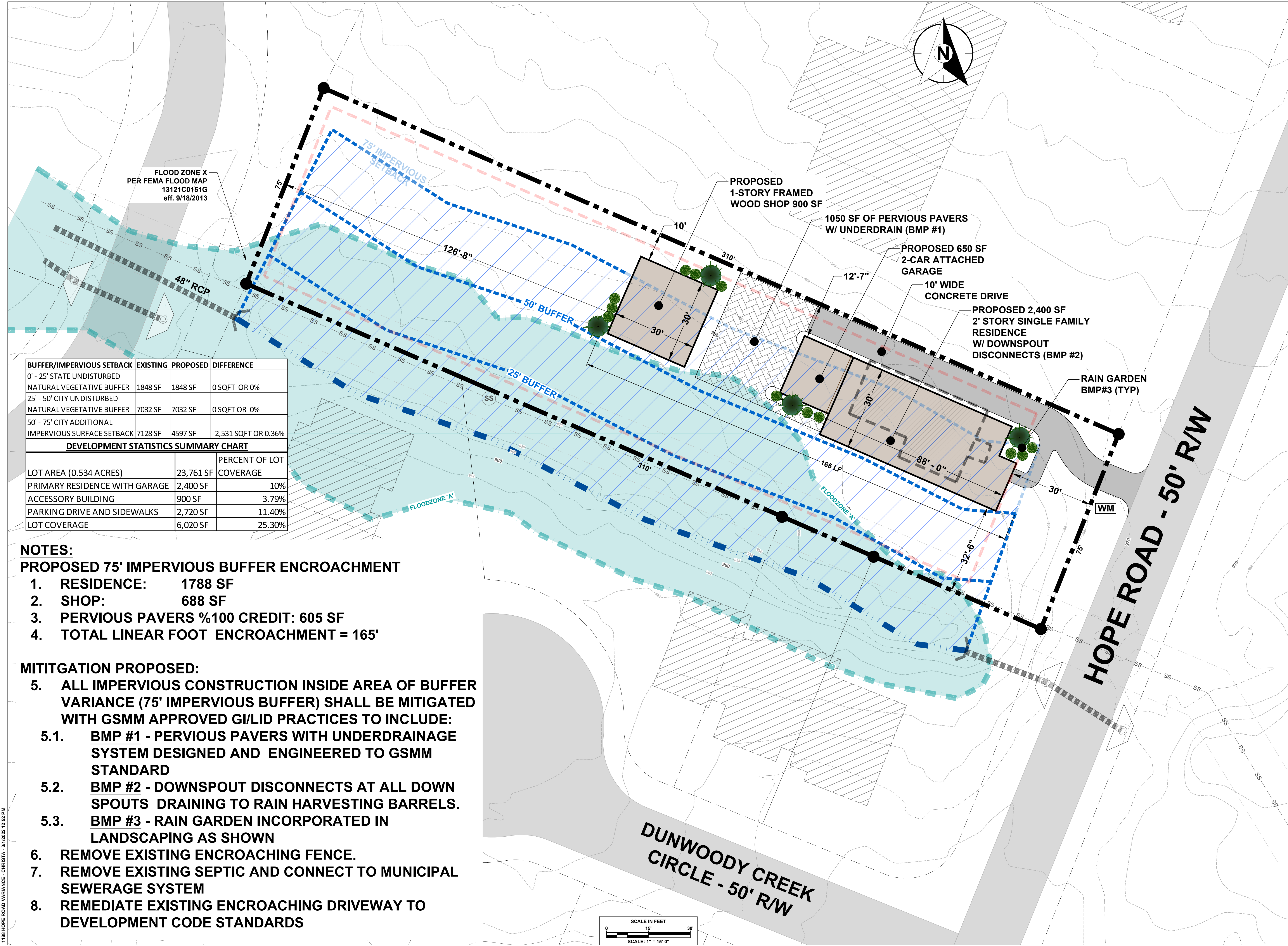
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OF
3

ARTICLE 3 - URBAN NEIGHBORHOODS DIV. 3.3 - RESIDENTIAL TOWNHOUSE (RT)
SEC. 3.3.2 - BUILDING PLACEMENT SETBACKS
A. PRIMARY STREET - 10' MIN/30' MAX
B. SIDE COMMON LOT LINE - 5' MIN
C. REAR COMMON LOT LINE - 5' MIN

EXISTING NONCONFORMING AREAS:
1. 75' IMPERVIOUS BUFFER ENCROACHMENT: 950 SF
2. EXISTING FENCE INSIDE 25' AND 50' BUFFER
3. EXISTING SEPTIC AND FIELD LINES WITHIN 100 LF OF CREEK

1188 HOPE ROAD VARIANCE - CHRISTA - 3/1/2022 12:52 PM

Page 149 of 164



BUFFER/IMPERVIOUS SETBACK	EXISTING	PROPOSED	DIFFERENCE
0' - 25' STATE UNDISTURBED NATURAL VEGETATIVE BUFFER	1848 SF	1848 SF	0 SQFT OR 0%
25' - 50' CITY UNDISTURBED NATURAL VEGETATIVE BUFFER	7032 SF	7032 SF	0 SQFT OR 0%
50' - 75' CITY ADDITIONAL IMPERVIOUS SURFACE SETBACK	7128 SF	4597 SF	-2,531 SQFT OR 0.36%
DEVELOPMENT STATISTICS SUMMARY CHART			
LOT AREA (0.534 ACRES)	23,761 SF	PERCENT OF LOT COVERAGE	
PRIMARY RESIDENCE WITH GARAGE	2,400 SF	10%	
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LOT COVERAGE	6,020 SF	25.30%	

- NOTES:**
PROPOSED 75' IMPERVIOUS BUFFER ENCROACHMENT
1. RESIDENCE: 1788 SF
 2. SHOP: 688 SF
 3. PERVIOUS PAVERS %100 CREDIT: 605 SF
 4. TOTAL LINEAR FOOT ENCROACHMENT = 165'

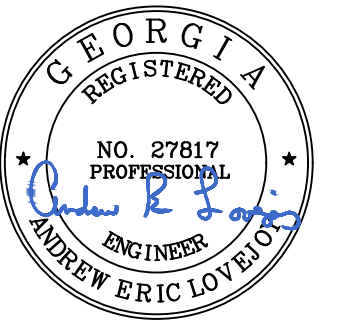
- MITITGATION PROPOSED:**
5. ALL IMPERVIOUS CONSTRUCTION INSIDE AREA OF BUFFER VARIANCE (75' IMPERVIOUS BUFFER) SHALL BE MITIGATED WITH GSMM APPROVED GI/LID PRACTICES TO INCLUDE:
 - 5.1. BMP #1 - PERVIOUS PAVERS WITH UNDERDRAINAGE SYSTEM DESIGNED AND ENGINEERED TO GSMM STANDARD
 - 5.2. BMP #2 - DOWNSPOUT DISCONNECTS AT ALL DOWN SPOUTS DRAINING TO RAIN HARVESTING BARRELS.
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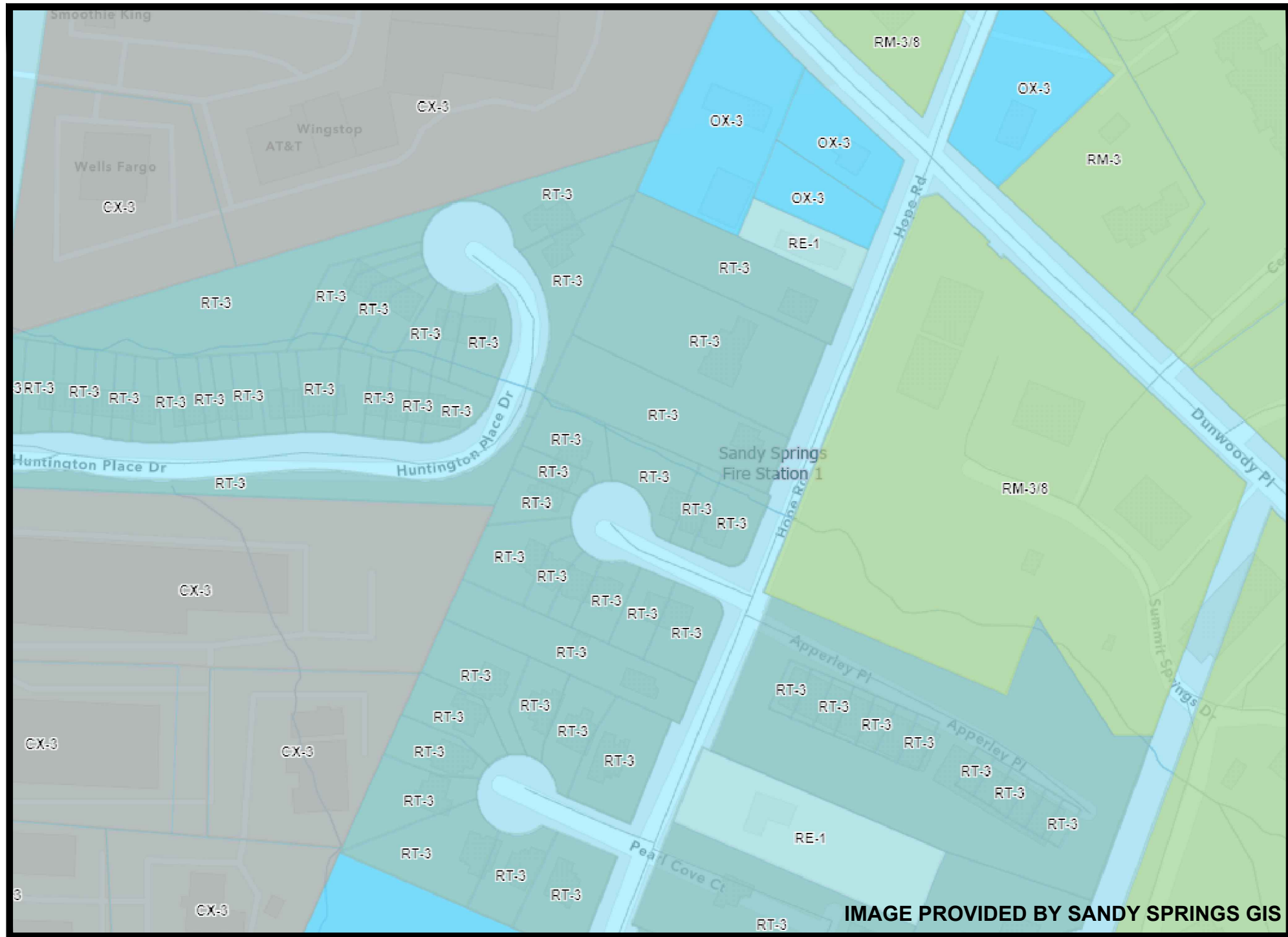
MARCH/3/2022

SHEET TITLE

PROPOSED STREAM BUFFER
EXHIBIT VARIANCE 1

DRAWING NUMBER

3
OF
3



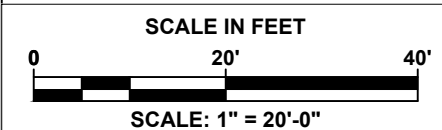
**VARIANCE EXHIBITS FOR:
CHRISTOPHER AND CHRISTA HOPKINS
ADDRESS:
1188 HOPE ROAD
SANDY SPRINGS, GA**

VARIANCE - 75' IMPERVIOUS STREAM BUFFER VARIANCE

DEVELOPMENT CODE - ARTICLE 8. ENVIRONMENTAL PROTECTION DIV. 9.2 - STATE WATER BUFFER PROTECTION
VARIANCE PROCEDURES B -3. a. WHEN A PROPERTY'S SHAPE, TOPOGRAPHY OR OTHER PHYSICAL CONDITIONS EXISTING ON OR BEFORE DECEMBER 12, 2005 PREVENTS LAND DEVELOPMENT UNLESS A BUFFER OR SETBACK VARIANCE IS GRANTED.

LEGEND

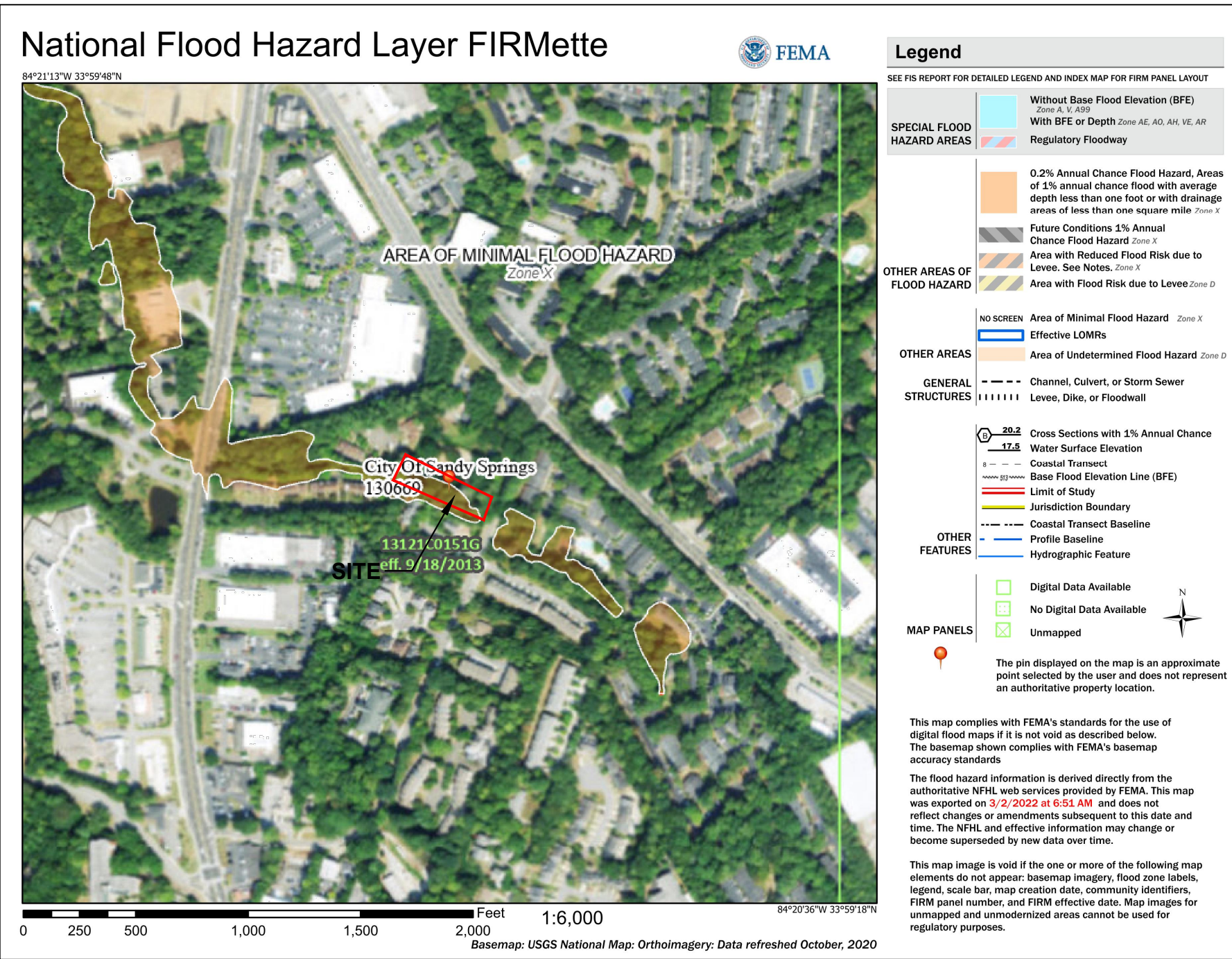
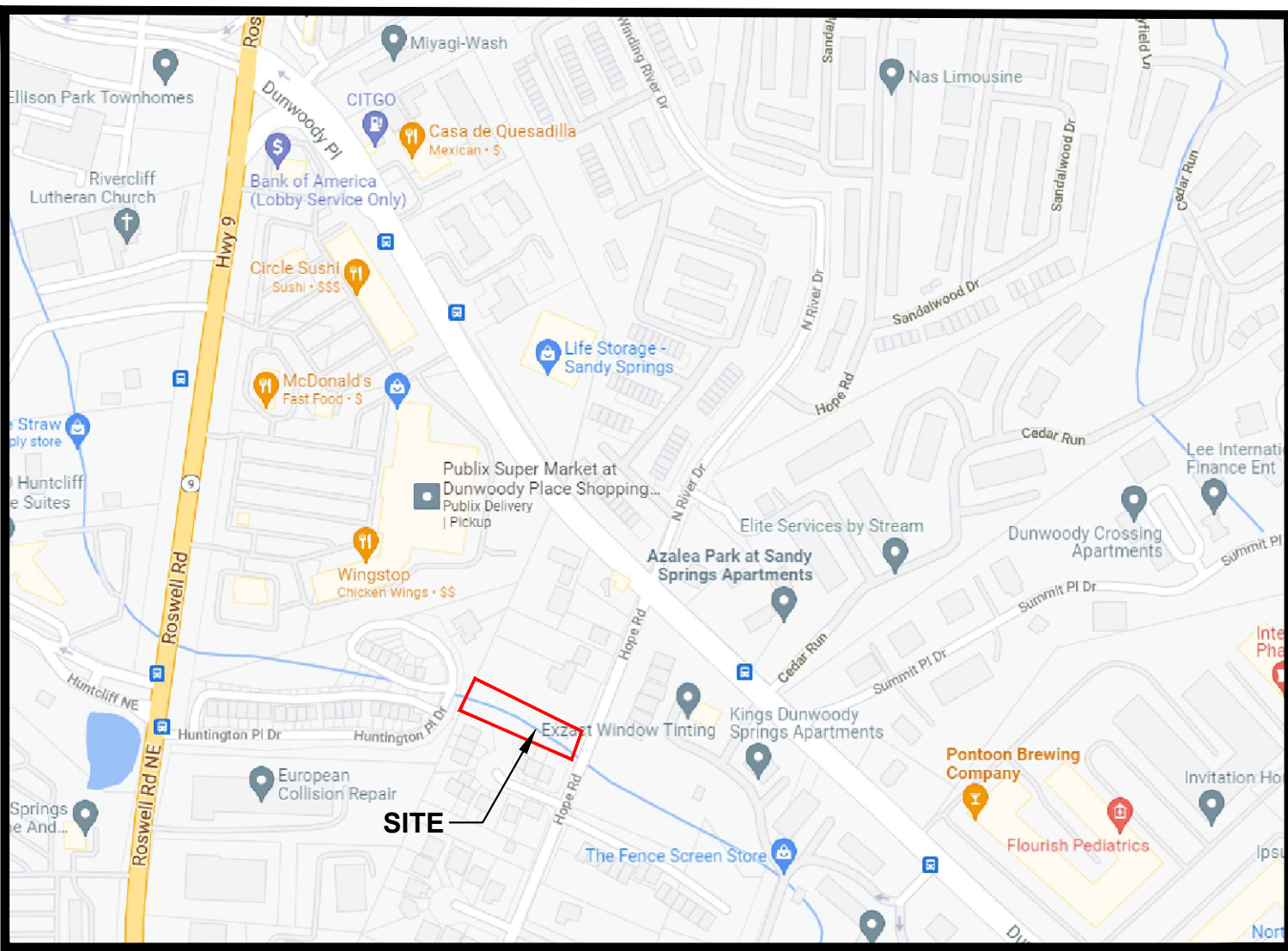
-  100' YEAR FLOOD AREA PER FEMA MAP
 STREAM BUFFER
 EXISTING SETBACKS
 EXISTING STORM SEWER
 PROPERTY LINE



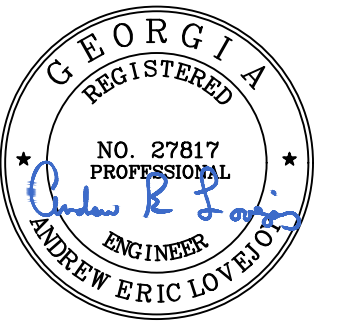
**LEGAL:
N/F ANA BAVOVIC
0.534 ACRES
PARCEL ID: 06036300040129
ZONED: RT-3 RESIDENTIAL
TOWNHOUSE
1188 HOPE ROAD
SANDY SPRINGS, GA
LAND LOT 363 - 6TH DISTRICT
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**CHRIS AND CHRISTA
HOPKINS**



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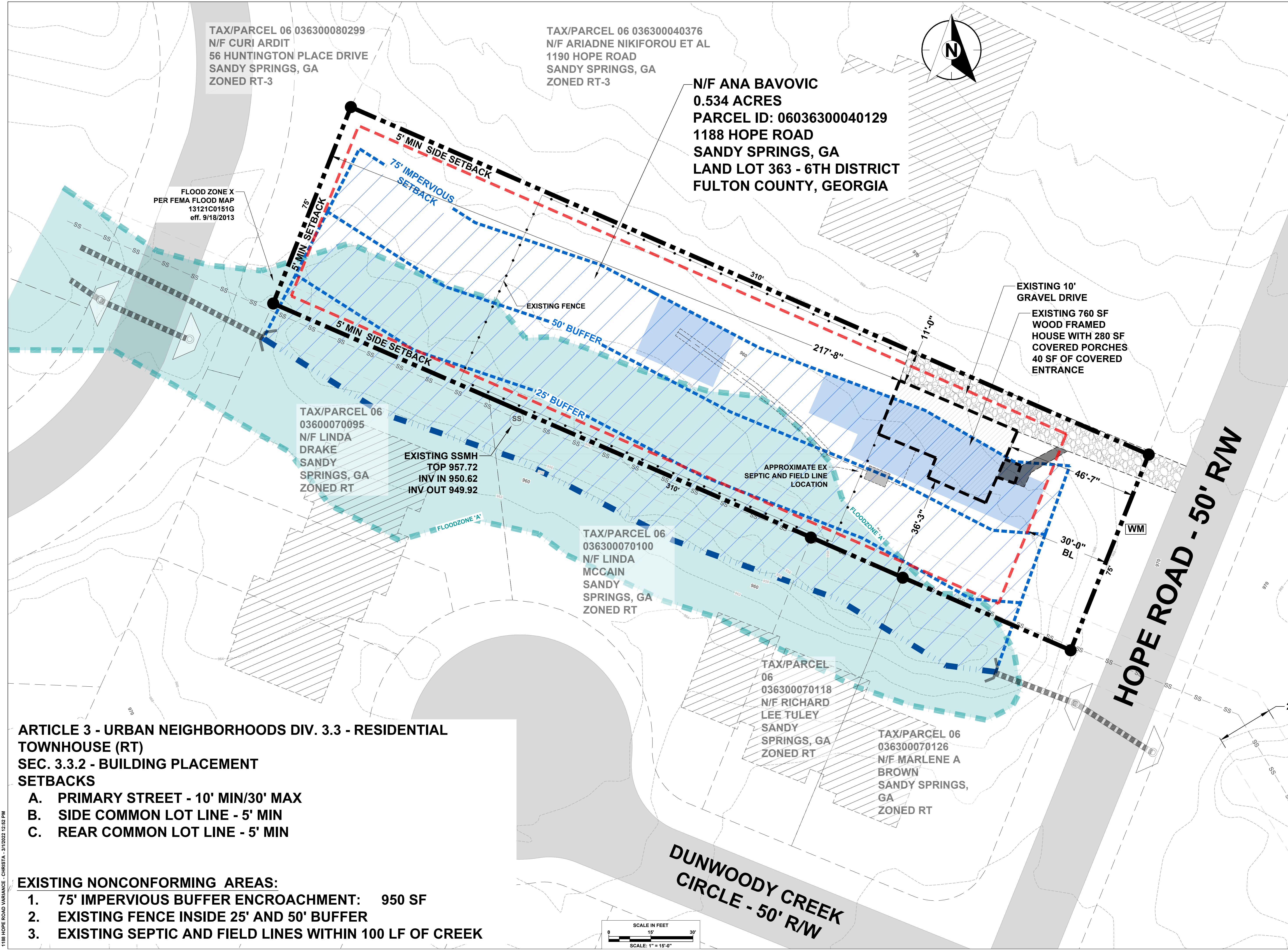
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TAX/PARCEL 06 036300080299
N/F CURI ARDIT
56 HUNTINGTON PLACE DRIVE
SANDY SPRINGS, GA
ZONED RT-3

TAX/PARCEL 06 036300040376
N/F ARIADNE NIKIFOROU ET AL
1190 HOPE ROAD
SANDY SPRINGS, GA
ZONED RT-3

N/F ANA BAVOVIC
0.534 ACRES
PARCEL ID: 06036300040129
1188 HOPE ROAD
SANDY SPRINGS, GA
LAND LOT 363 - 6TH DISTRICT
FULTON COUNTY, GEORGIA

FLOOD ZONE X
PER FEMA FLOOD MAP
13121C0151G
eff. 9/18/2013

TAX/PARCEL 06
03600070095
N/F LINDA
DRAKE
SANDY
SPRINGS, GA
ZONED RT

EXISTING SSMH
TOP 957.72
INV IN 950.62
INV OUT 949.92

TAX/PARCEL 06
036300070100
N/F LINDA
MCCAIN
SANDY
SPRINGS, GA
ZONED RT

TAX/PARCEL
06
036300070118
N/F RICHARD
LEE TULEY
SANDY
SPRINGS, GA
ZONED RT

TAX/PARCEL 06
036300070126
N/F MARLENE A
BROWN
SANDY SPRINGS,
GA
ZONED RT

EXISTING 10'
GRAVEL DRIVE

EXISTING 760 SF
WOOD FRAMED
HOUSE WITH 280 SF
COVERED PORCHES
40 SF OF COVERED
ENTRANCE

HOPE ROAD - 50' R/W

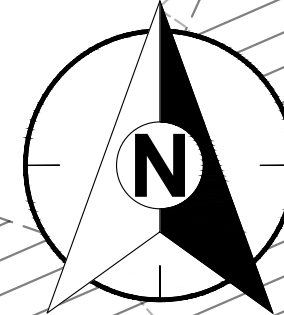
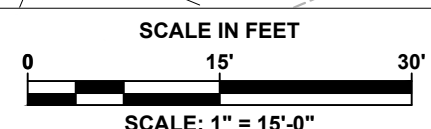
DUNWOODY CREEK
CIRCLE - 50' R/W

ARTICLE 3 - URBAN NEIGHBORHOODS DIV. 3.3 - RESIDENTIAL
TOWNHOUSE (RT)
SEC. 3.3.2 - BUILDING PLACEMENT
SETBACKS

- A. PRIMARY STREET - 10' MIN/30' MAX
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1188 HOPE ROAD VARIANCE

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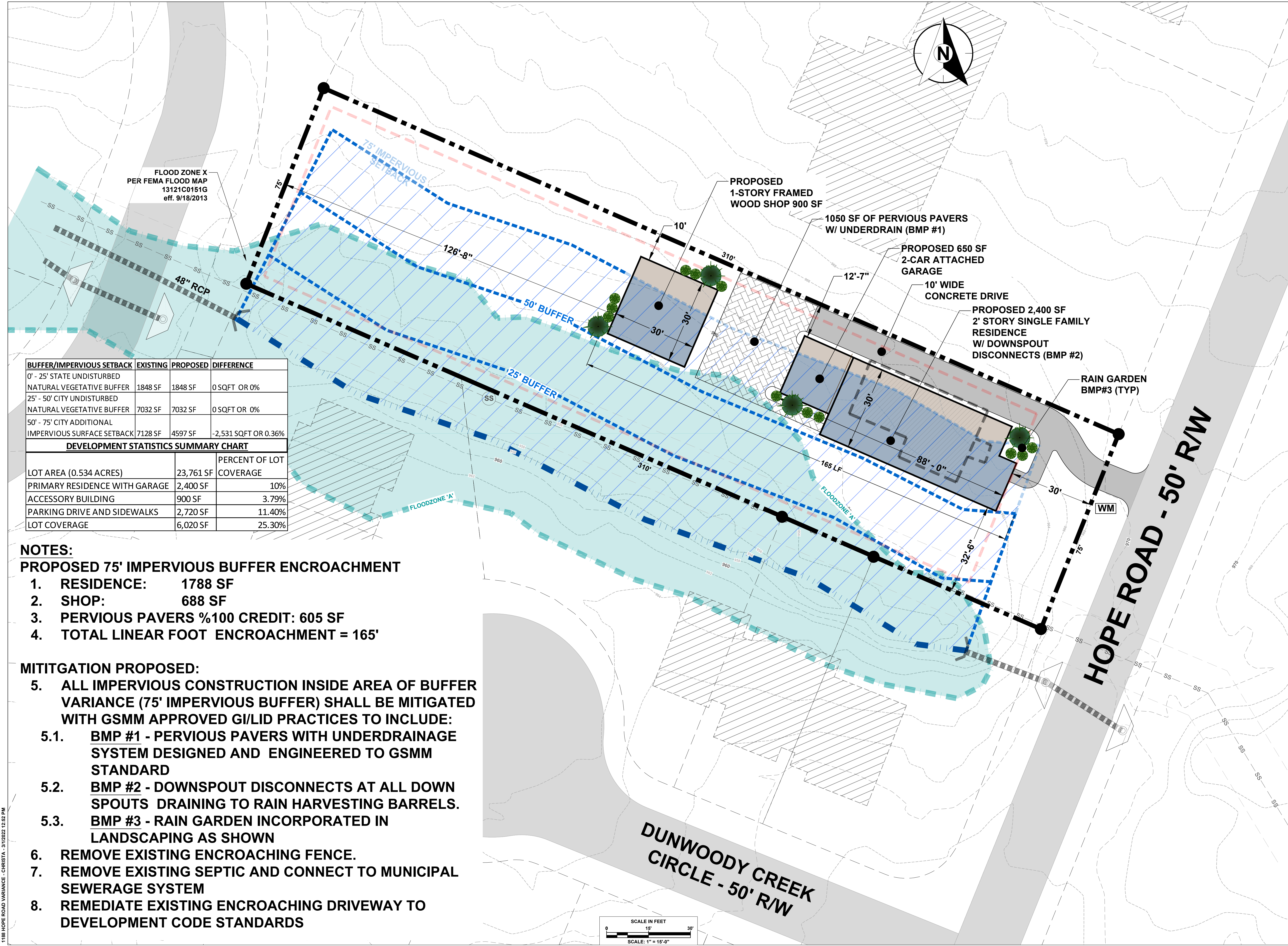
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SHEET TITLE

EXISTING SITE PLAN

DRAWING NUMBER

2
OF
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BUFFER/IMPERVIOUS SETBACK	EXISTING	PROPOSED	DIFFERENCE
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25' - 50' CITY UNDISTURBED NATURAL VEGETATIVE BUFFER	7032 SF	7032 SF	0 SQFT OR 0%
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- NOTES:**
- PROPOSED 75' IMPERVIOUS BUFFER ENCROACHMENT**
1. RESIDENCE: 1788 SF
 2. SHOP: 688 SF
 3. PERVIOUS PAVERS %100 CREDIT: 605 SF
 4. TOTAL LINEAR FOOT ENCROACHMENT = 165'

- MITITGATION PROPOSED:**
5. ALL IMPERVIOUS CONSTRUCTION INSIDE AREA OF BUFFER VARIANCE (75' IMPERVIOUS BUFFER) SHALL BE MITIGATED WITH GSMM APPROVED GI/LID PRACTICES TO INCLUDE:
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1188 HOPE ROAD VARIANCE

PROJECT INCEPTION DATE

MARCH/3/2022

SHEET TITLE

PROPOSED STREAM BUFFER
EXHIBIT VARIANCE 1

DRAWING NUMBER

3
OF
3

Board of Appeals

May 4, 2022



SANDY SPRINGS™
GEORGIA

V22-0012
1188 Hope Road

STAFF RECOMMENDATION:
Approval

Request

- Request for a variance from Division 9.2 to encroach into the 25 feet State Waters impervious surface setback; for the construction of a new home.

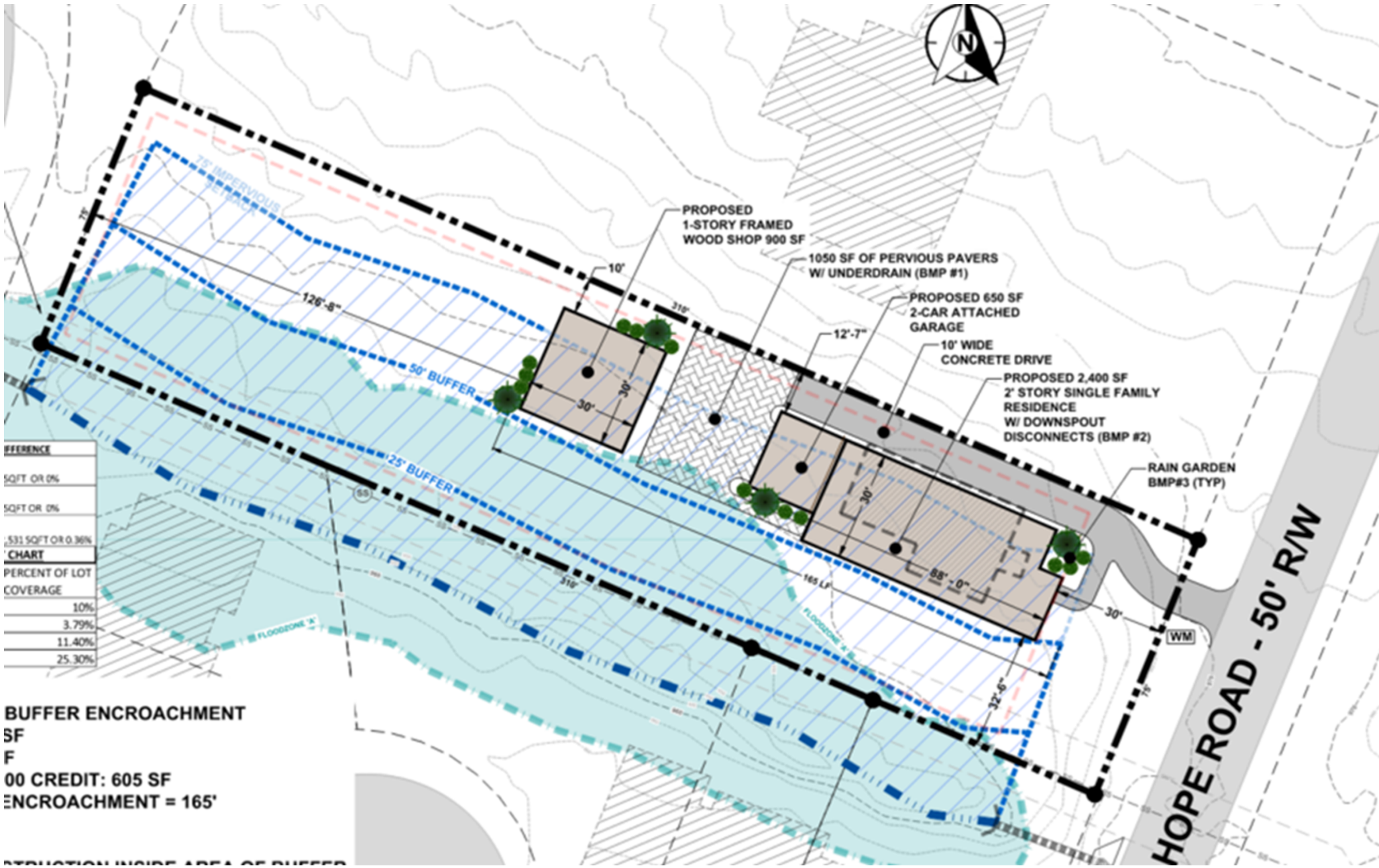
Proposed Development

- The 0.54 acre property is developed with a single unit detached residence. Approximately 16,015 square feet of the 23,522 square foot property lies within the State Waters Buffer.
- The homeowners are proposing to tear down the current modest residential structure on the lot and to rebuild, expanding the footprint, including a separate residential structure to be used as a wood shop or other accessory uses.
- The applicant states that due to a disability of the spouse, a two-story home is not a realistic option.

Proposed Development



Site Plan



Existing Conditions



View of Stream Buffer on subject property facing West on Hope Road. Subject property is to the left.

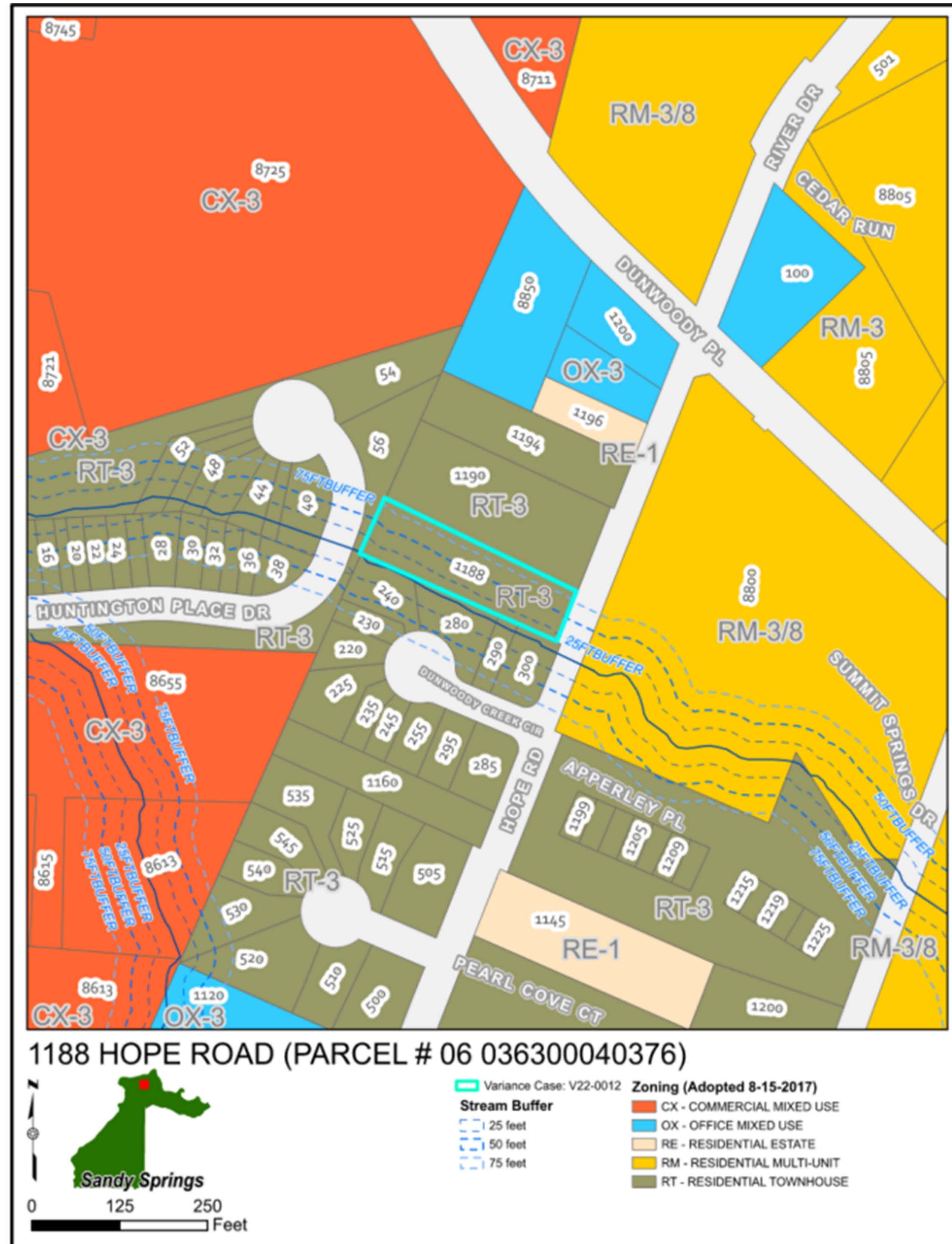


View of current conditions facing West, from Hope Road. Stream Buffer is to the left of structure

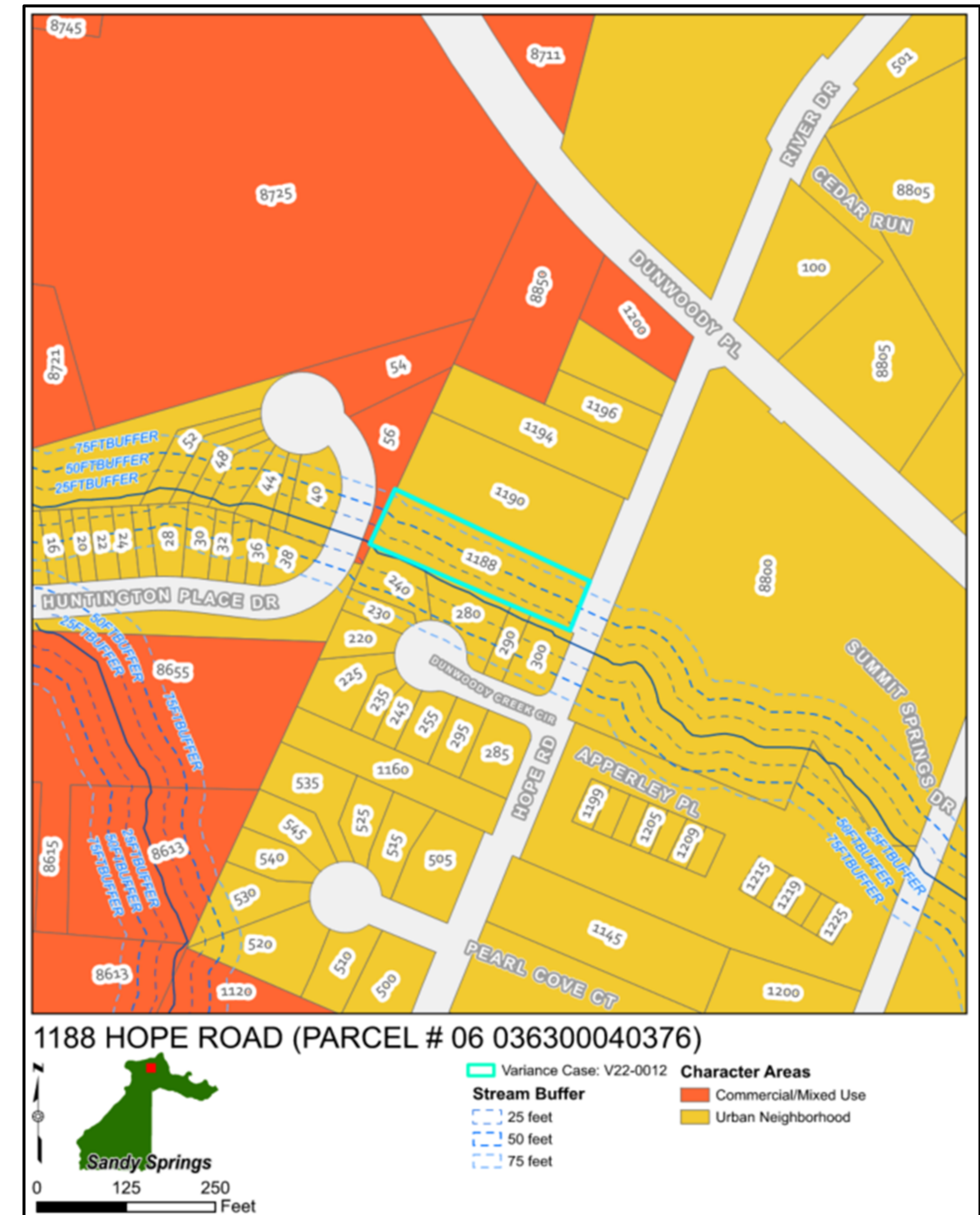
Aerial Image



Zoning Map



Character Area Map



V22-0012 Variance Considerations

- **The property's shape, topography or other physical conditions existing on December 12, 2005 prevent land development unless a Stream Buffer Variance is granted;**
 - It is Staff's view that the application of the Development Code would prevent reasonable redevelopment of the site in that the narrow shape of the lot does not allow for a housing footprint much beyond what is existing. The current house, located on 0.54 acre, and zoned RT-3 was built in 1940 without a garage and is 760 square feet in total footprint.
 - To redevelop into a more modern house with a modern footprint and modern amenities, increases encroachment into the 25 foot Impervious Surface Setback would be necessary.
- **Unusual circumstances when strict adherence to the minimal buffer and setback requirements would create an extreme hardship.**
 - 16,015 square feet of the 23,261 square feet (68%) of the subject lot is within the 75 foot State Water Buffer, due to its creation before the additional local implements of the buffer.
 - Of the remaining 32% of the lot, which is not within the buffer, the area averages only 23 feet in width for the length of the lot going toward the rear (over 300 feet).
 - For this reason, the available developable land on the lot (approximately 7,200 square feet) is misleading largely voided by the linear nature of the lot that runs parallel with the stream.

Recommendation

- Staff recommends **Approval of Variance V22-0012.**