



SANDY SPRINGS

GEORGIA

BOARD OF APPEALS

Mel Mobley, Chair

Sherri Allen

Fred Jewell

Alvin Johnson

Nathan Kongthum

Justin Sparano

Bill Thackston

Wednesday, June 8, 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. May 4, 2022 Board of Appeals Meeting
(Presented by Francheska Tatum, Administrative Assistant)

V. Cases

- A. **BOA 2022-0009** V22-0006 80 Idlewood Court
(Presented by Helen Owens, Planner III/Zoning Administrator)
- B. **BOA 2022-0013** V22-0013 6575 Roswell Road
(Presented by Helen Owens, Planner III/Zoning Administrator)
- C. **BOA 2022-0014** V22-0016 6825 Heathfield Drive
(Presented by Helen Owens, Planner III/Zoning Administrator)

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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- D. **BOA 2022-0012** AP22-00001 7840 Roswell Road, Building 500
(Presented by Helen Owens, Planner III/Zoning Administrator)

VI. Ongoing Business

VII. New Business

VII I. 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.
The City will make reasonable accommodations for those persons.*

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Meeting of the Sandy Springs Board of Appeals was held on May 4, 2022, at 6:00 p.m., Chair Mel Mobley presiding.

I. Call to Order

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

II. Roll Call and General Announcements

Members Present: Mel Mobley, Sherri Allen, Fred Jewell, Alvin Johnson, Justin Sparano, Bill Thackston

Members Absent: Nathan Kongthum

Chair Mel Mobley read a proclamation in honor of former Board of Appeals member Colin Lichtenstein, recognizing Mr. Lichtenstein's service to the board. The board voted in acclamation to approve the proclamation.

Francheska Tatum, Board Secretary, read the rules to the public hearings.

III. Approval of Meeting Minutes

A. March 2, 2022 Board of Appeals Meeting Minutes

A motion was made by Board Member Bill Thackston, seconded by Board Member Alvin Johnson, to approve the March 2, 2022 Board of Appeals meeting minutes. The motion carried by unanimous vote.

IV. Approval of Meeting Agenda

A motion was made by Board Member Sherri Allen, seconded by Board Member Fred Jewell, to approve the meeting agenda. The motion carried by unanimous vote.

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.

Chair Mel Mobley opened the public hearing.

Support

1. Ray Bongers - 445 Mt. Paran Road, Sandy Springs

Opposition

1. Christine Cruz - 100 Idlewood Court, Sandy Springs
2. Rene and Misty Lauk - 200 Idlewood Court, Sandy Springs

Chair Mobley closed the public hearing.

A motion was made by Board Member Fred Jewell, seconded by Board Member Alvin Johnson, to defer Case No. **V22-0006** for thirty days. The motion carried by unanimous vote.

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

Chair Mel Mobley opened the public hearing for V22-0008.

Support

1. Harrison Jones - 5058 Carol Lane, Sandy Springs
2. Rudolph Bernhard - 2604 Cotton Mill Court, Marietta

Chair Mobley closed the public hearing for V22-0008.

A motion was made by Board Member Sherri Allen, seconded by Board Member Bill Thackston, to deny Case No. **V22-0008**. The motion carried by unanimous vote.

A motion was made by Board Member Sherri Allen, seconded by Board Member Bill Thackston, to defer Case No. **V22-0011**. The motion carried by unanimous vote.

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.

Chair Mel Mobley opened the public hearing for V22-0012.

Support

1. Christa Hopkins - 95 Pase Lane, Dahlonega

Chair Mobley closed the public hearing for V22-0012.

A motion was made by Board Member Fred Jewell, seconded by Board Member Alvin Johnson, to approve **V22-0012**, subject to the conditions stated by Staff. The motion carried by unanimous vote.

VI. Ongoing Business

There was no outgoing business to discuss.

VII. New Business

There was no new business to discuss.

VIII. Adjournment

There being no further business, the meeting adjourned at 7:02 p.m.

Approved: June 8, 2022

Mel Mobley, Chair

Francheska Tatum, Board Secretary



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

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:

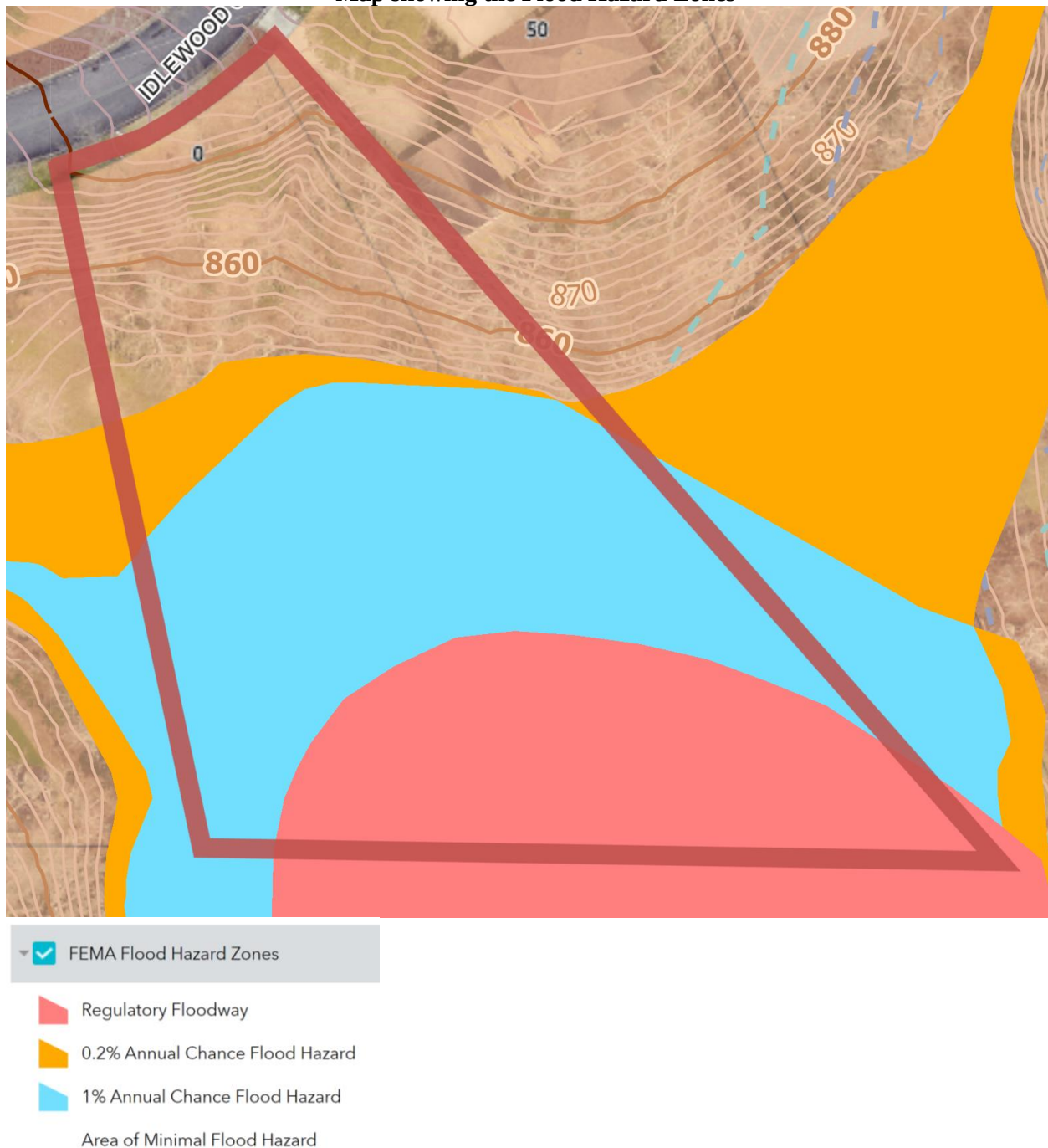
- | |
|---|
| 1. 80 Idlewood Court Variance Application Package, received April 9, 2022 |
|---|

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



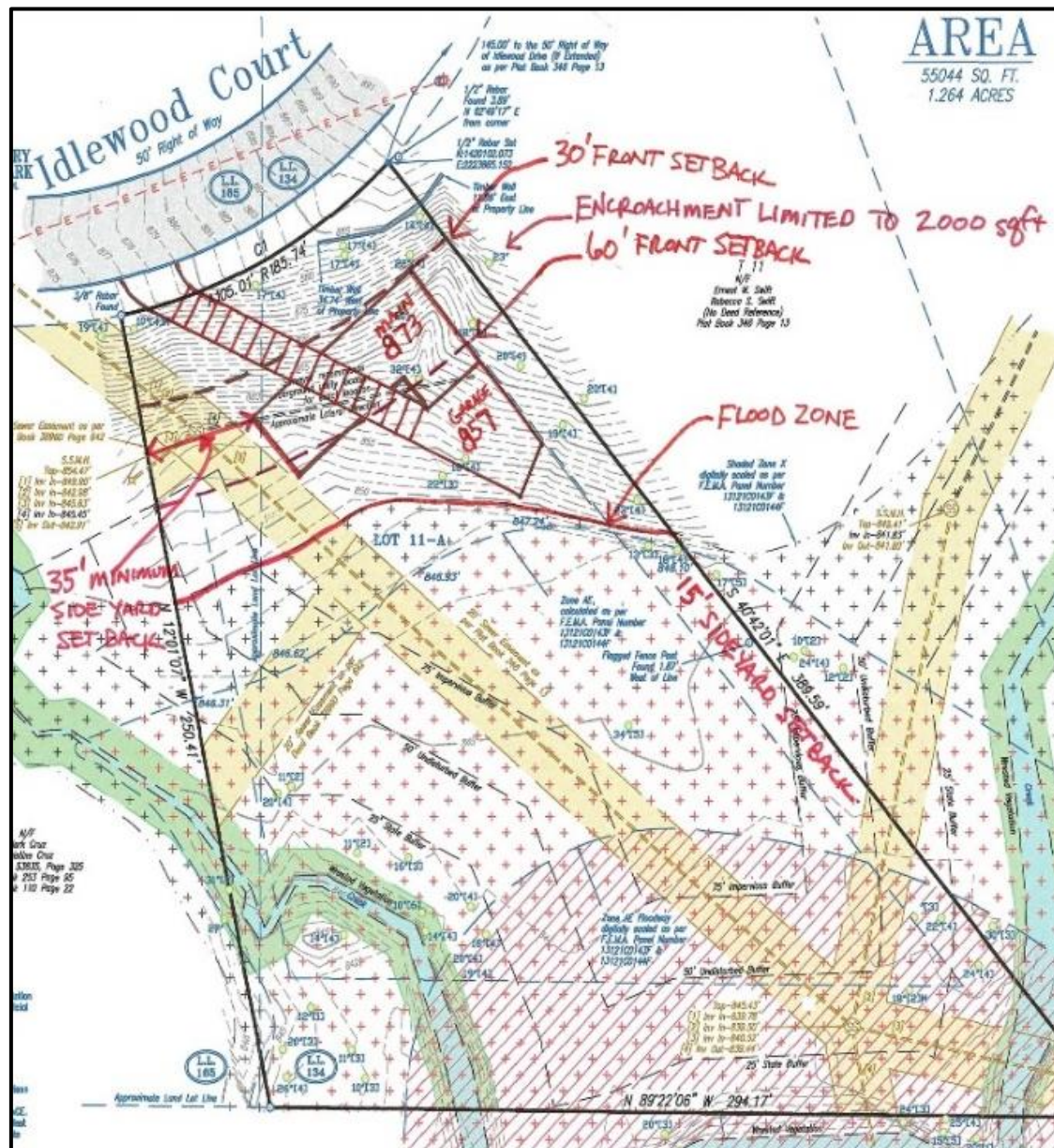
The elevation at the street slopes downward 10 feet from northeast to southwest along the property frontage. The slope direction changes to the south towards the property, and along the depth of the property from behind the curb (elevation 884 feet) to the back of the property (elevation 842 feet) the 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

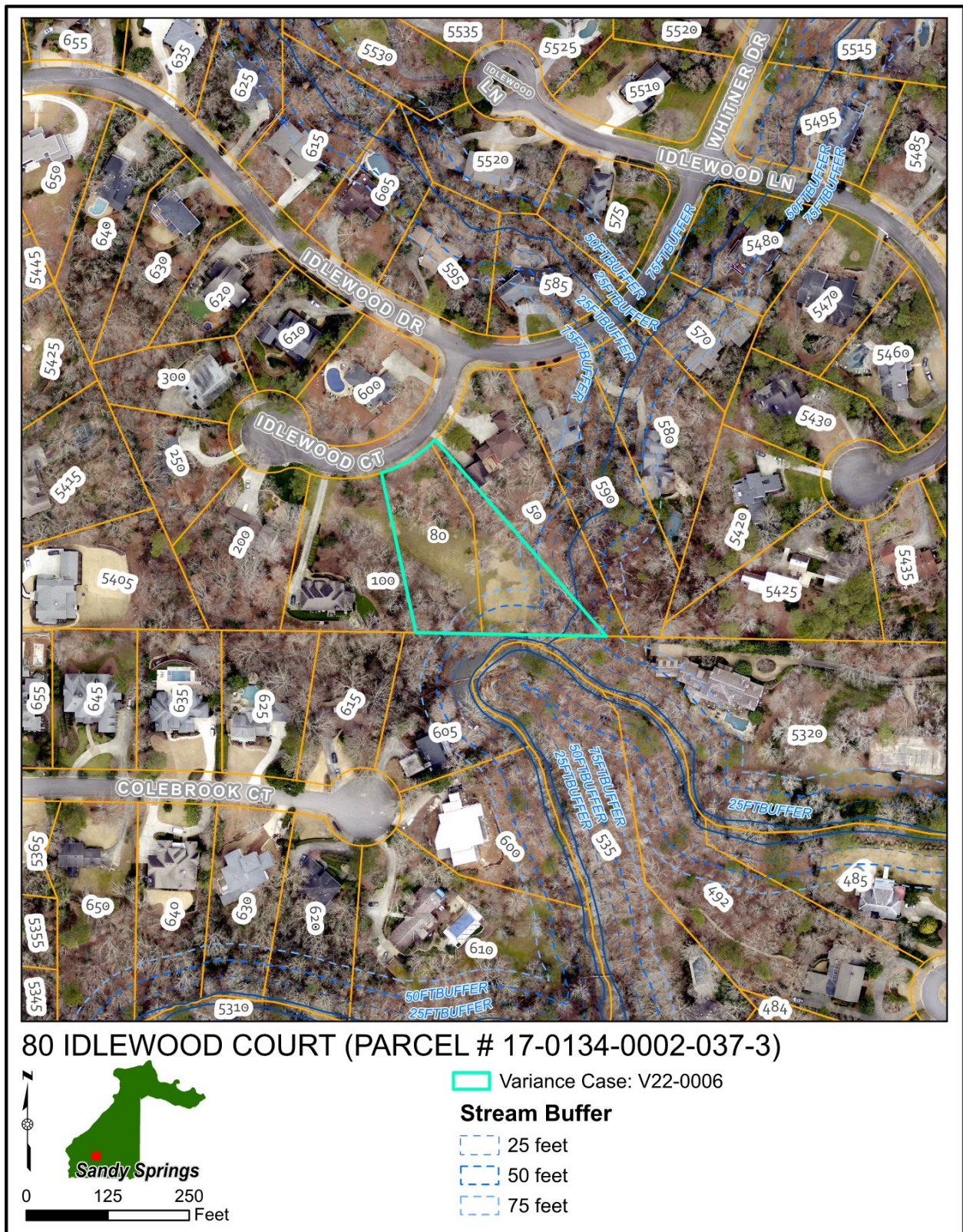


EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	RD-27 Residential Detached	600 Idlewood Drive NW	0.49 acres
West	RD-27 Residential Detached	100 Idlewood Ct NW	0.84 acres
South	RD-27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

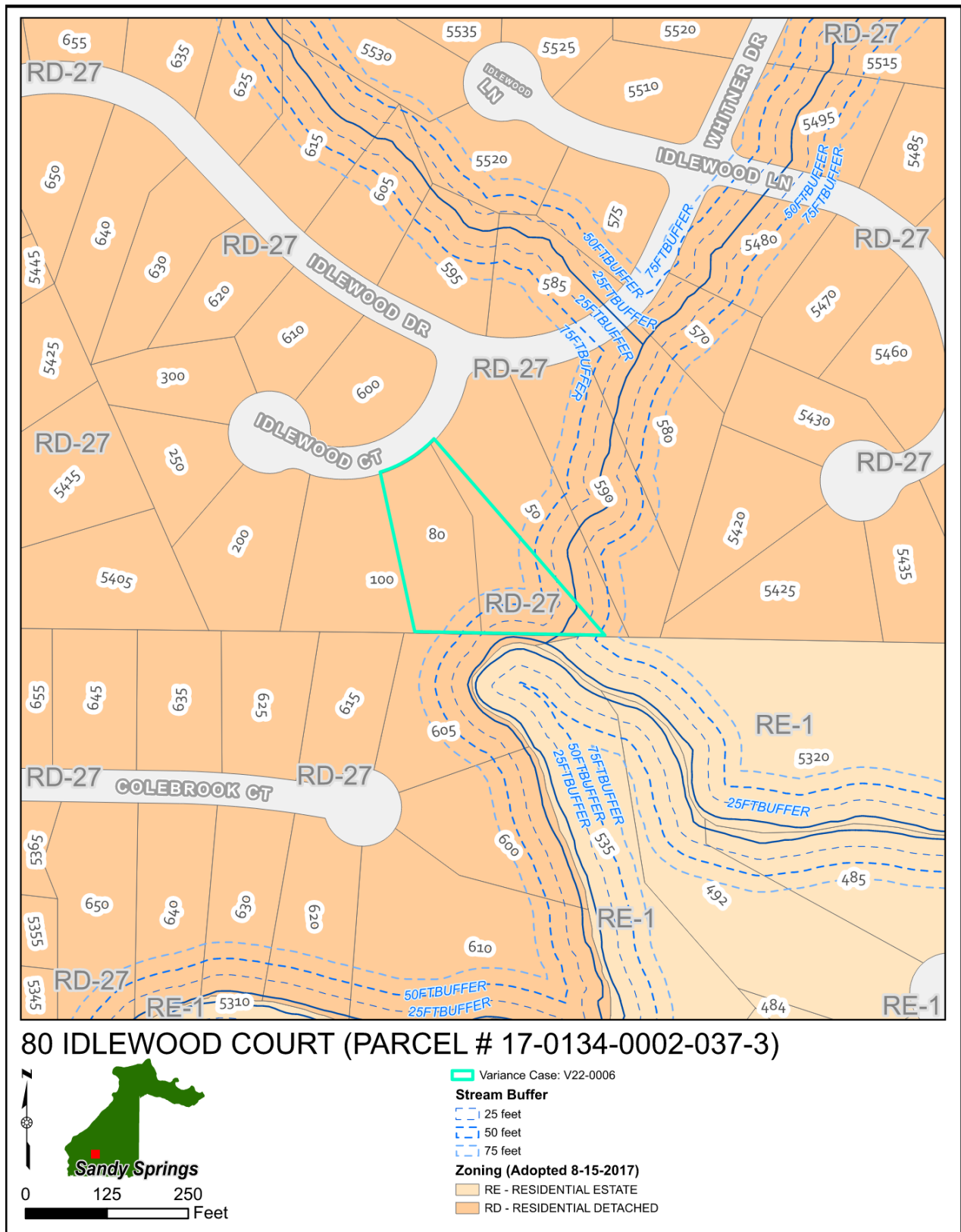
Below are the addresses of homes located in the Idlewood Court cul-de-sac and their distances from the street. Most of the homes are located behind the 60 foot primary street setback, but unlike the subject property at 80 Idlewood Court, the other properties in the neighborhood do not have similar complications 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

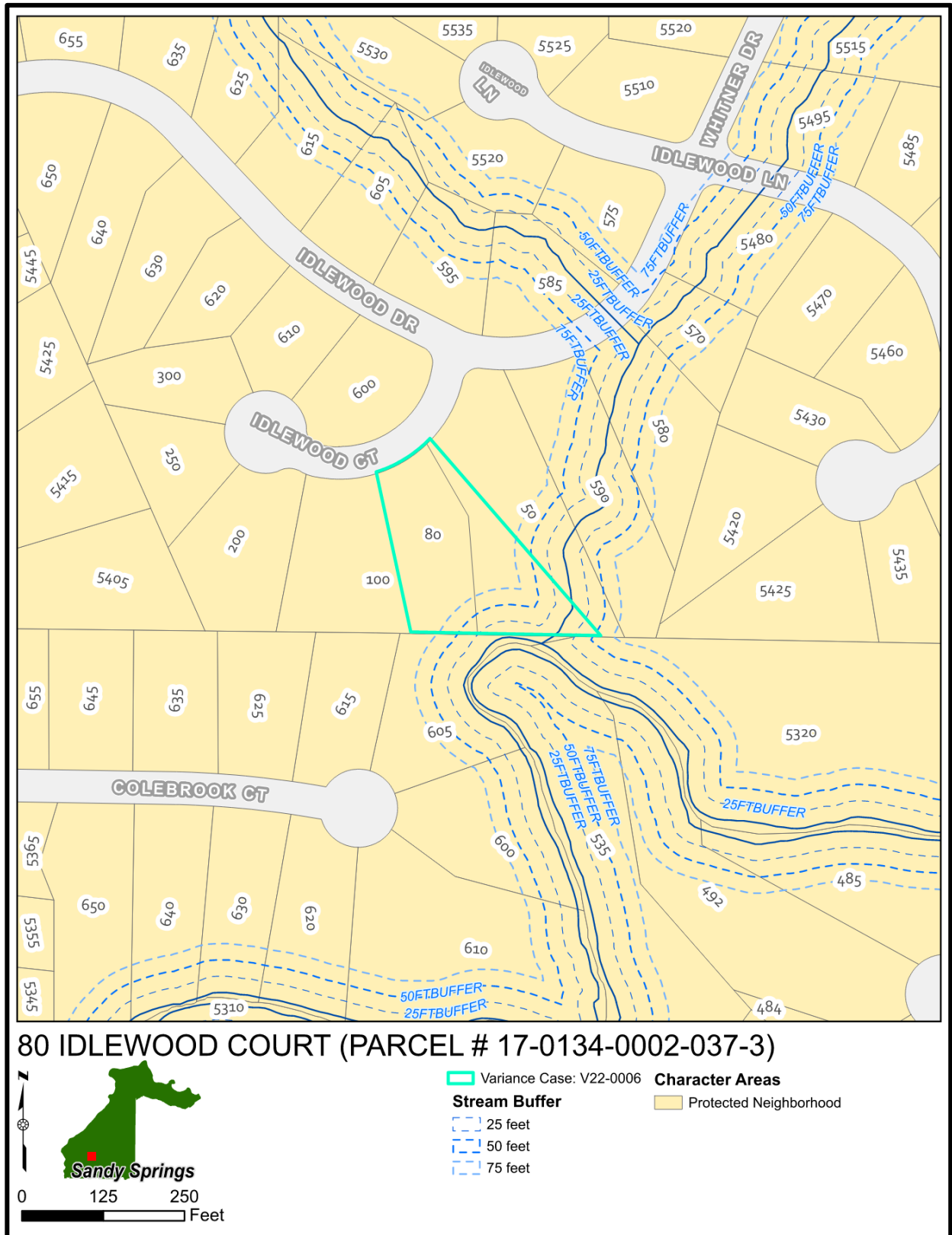
AERIAL IMAGE



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@bongershhomebuilders.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]@ast.net</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>raybongers@bongershomebuilders.com</u>	
Email address: <u>404-557-9747</u>	
Phone number: <u>[Signature]</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

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

Claire Tully 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

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

CLAIRE TULLY 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

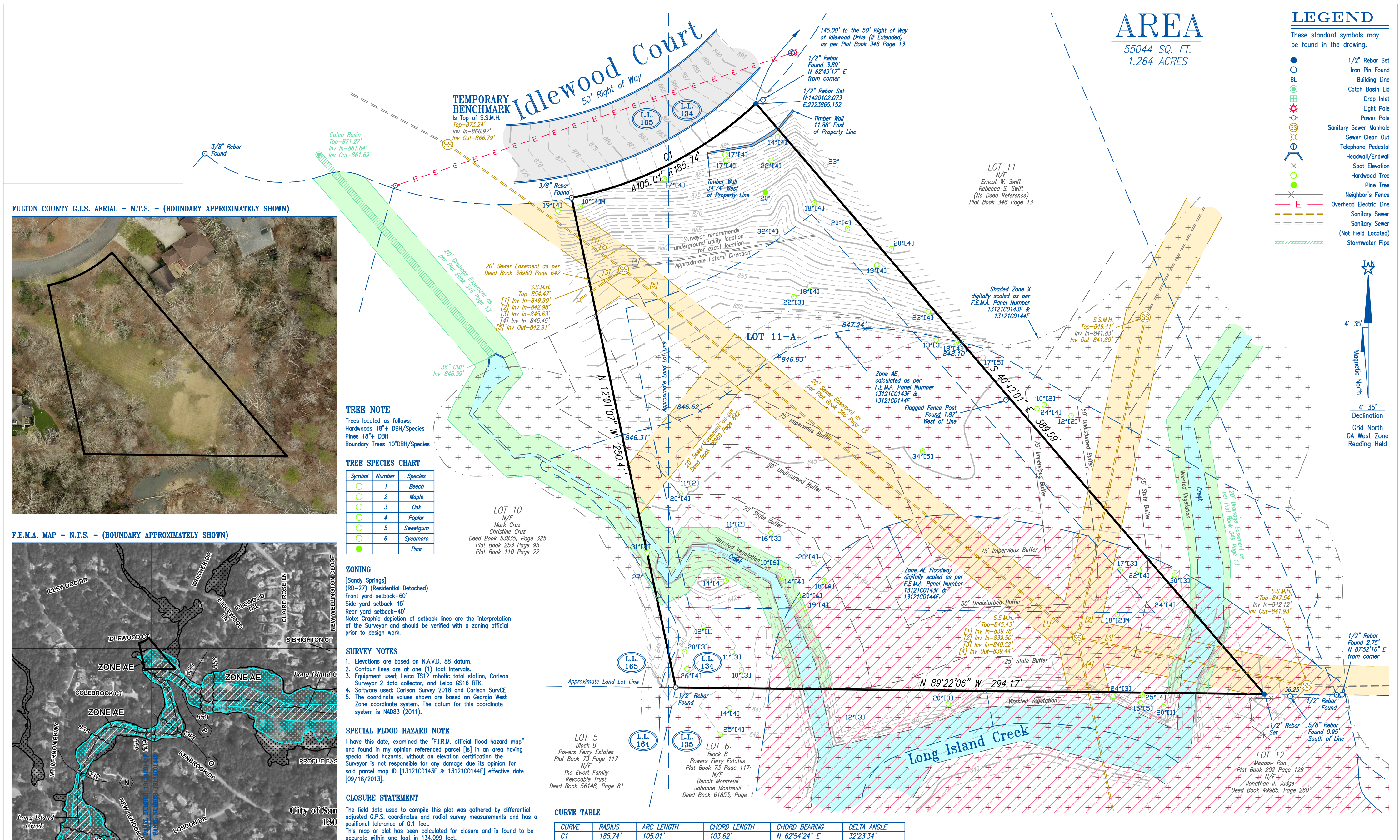
The topography, sewer easements and flood plain creating the conditions warranting the need for the variance relief have been in existence since the neighborhood was formed in 1975. The conditions related to this lot have not been the result of any action or inaction by its current owner

(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'	
		BONGERS HOMEBUILDERS				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:					
DEED BOOK , PAGE		DRAFTER: BjC	2/10/22					
		SHEET 1 OF 1						



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 are labeled: 30', 0', 30', and 60'. The bar is divided into four segments: the first is 30 feet long and has a blue and white checkerboard pattern; the second is 0 feet long and is solid blue; the third is 30 feet long and has a blue and white checkerboard pattern; and the fourth is 60 feet long and is solid blue.

This plat is a retracement 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 PERMITS, COMPLIANCE WITH LOCAL 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 15-1-67.



By: _____

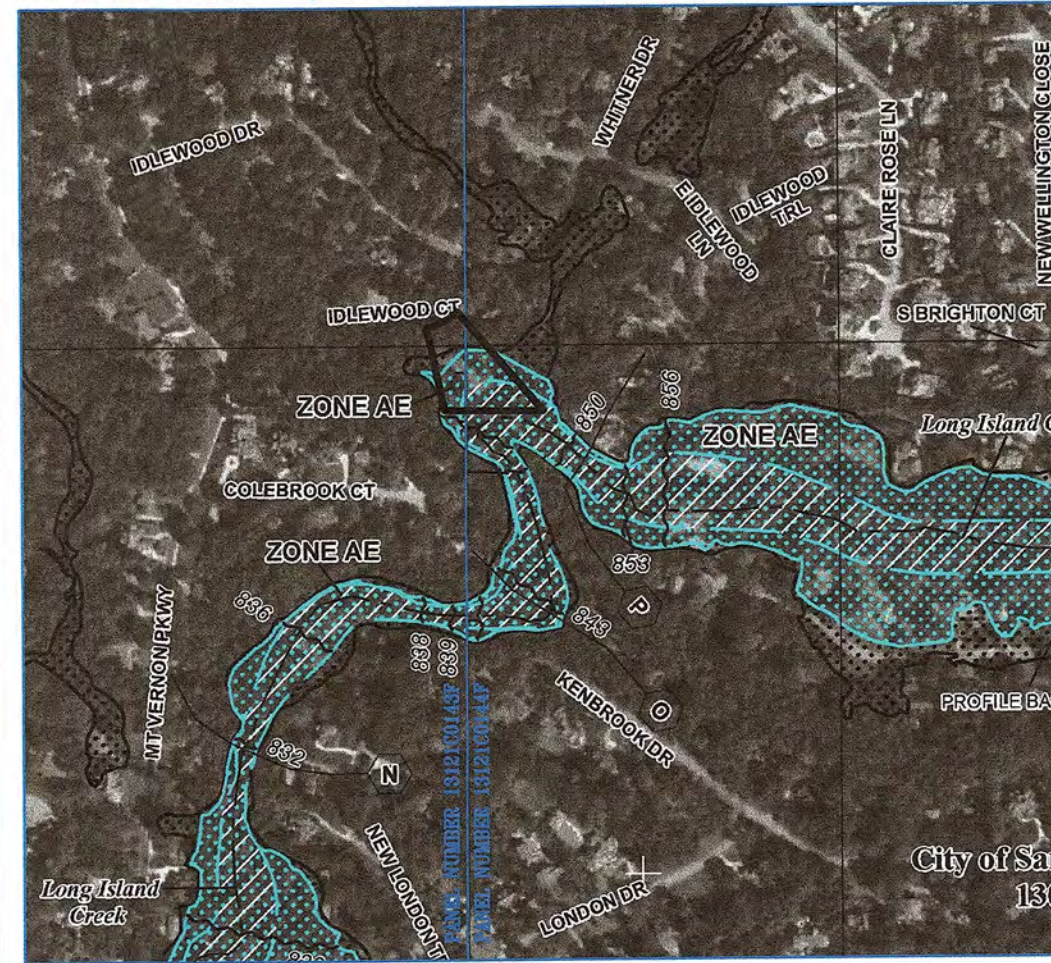
Josh Lewis, Registered Land Survey Number 3028



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
C1	185.74'	105.01'	103.62'	N 62°54'24" E	32°23'34"

AREA

55044 SQ. FT.
1.264 ACRES

WITH APPROVED VARIANCE
BUILDABLE AREA IS ONLY
4900 SF OR 8.8% OF LOT

MAX LOT COVERAGE RD-27
IS 30%

ADDITIONAL WITH VARIANCE
2250 SF
BUILDABLE
AREA
= 4.0% OF LOT

CURRENT
2650 SF
BUILDABLE
AREA
= 4.8% OF LOT

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



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'

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	DRAFTER: BJC		



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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

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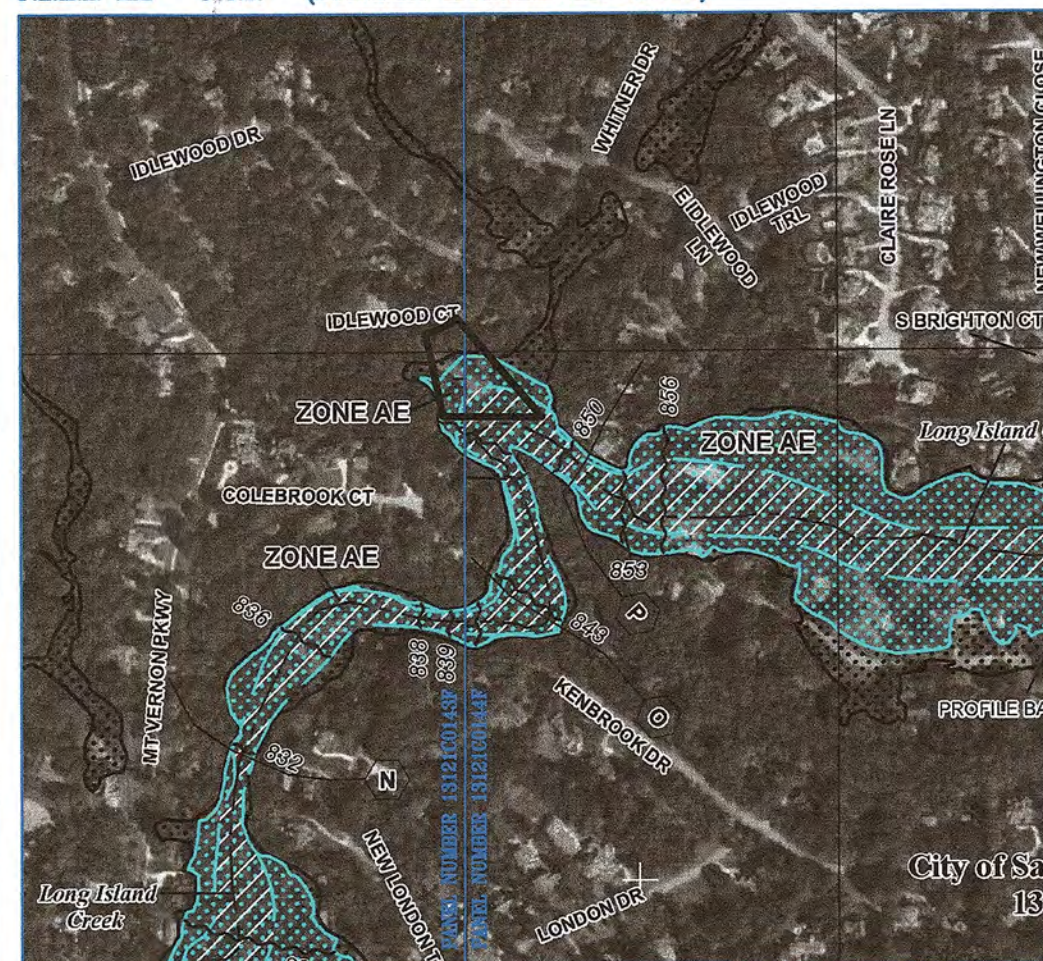
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- Neighbor's Fence
- Overhead Electric Line
- Sanitary Sewer
- Sanitary Sewer (Not Field Located)
- Stormwater Pipe

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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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
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GEORGIA
LAND SURVEYING CO.
EST 1955

30' 0' 30' 60'

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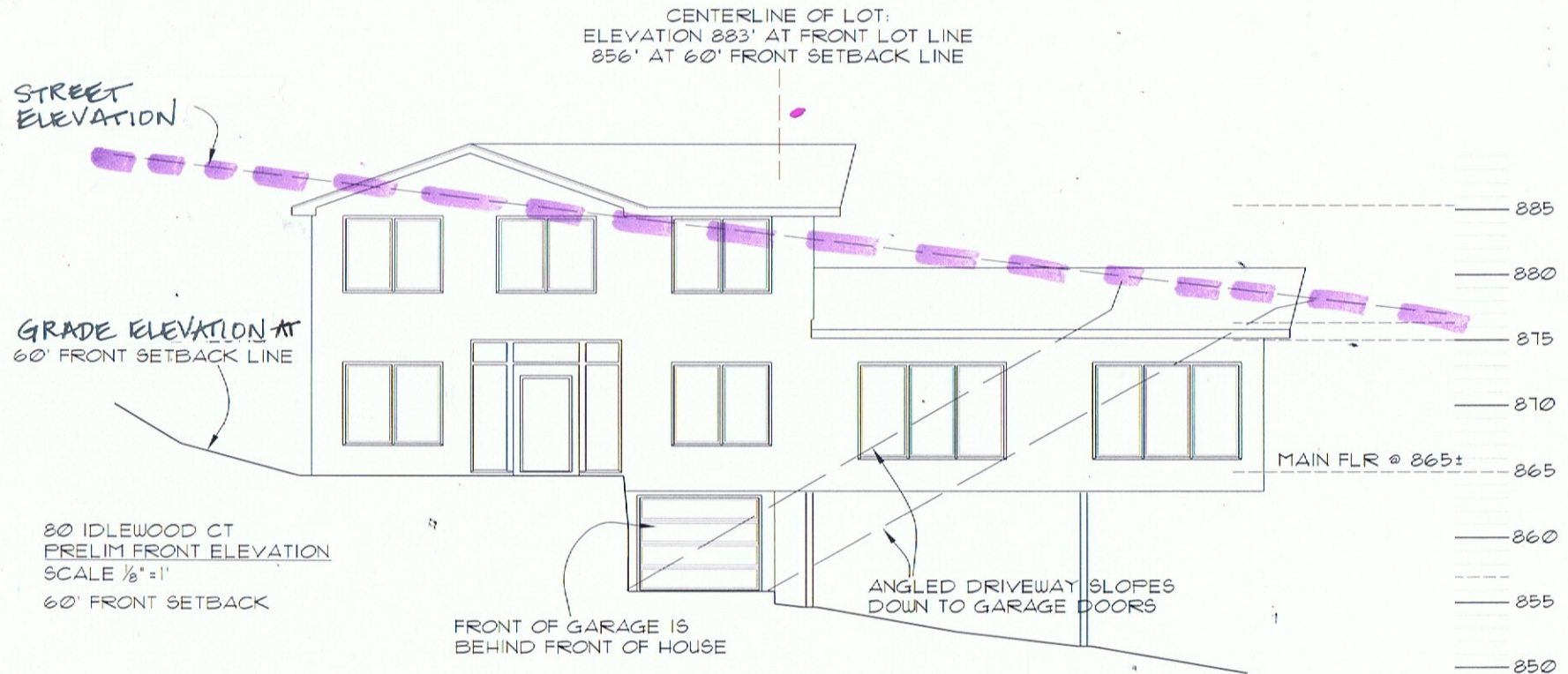


Legal Description

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

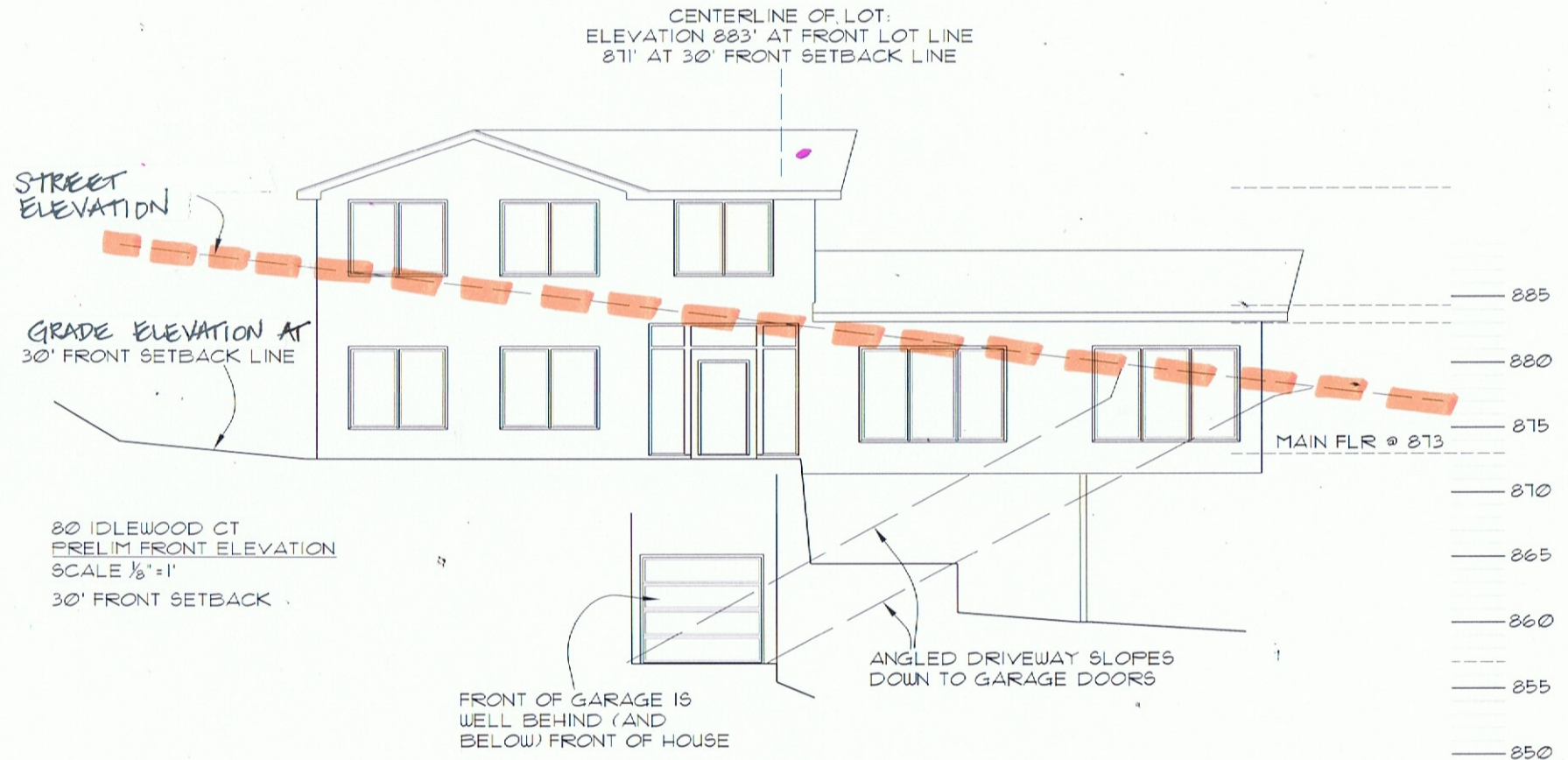


Image of 80 Idlewood Court – from street level







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



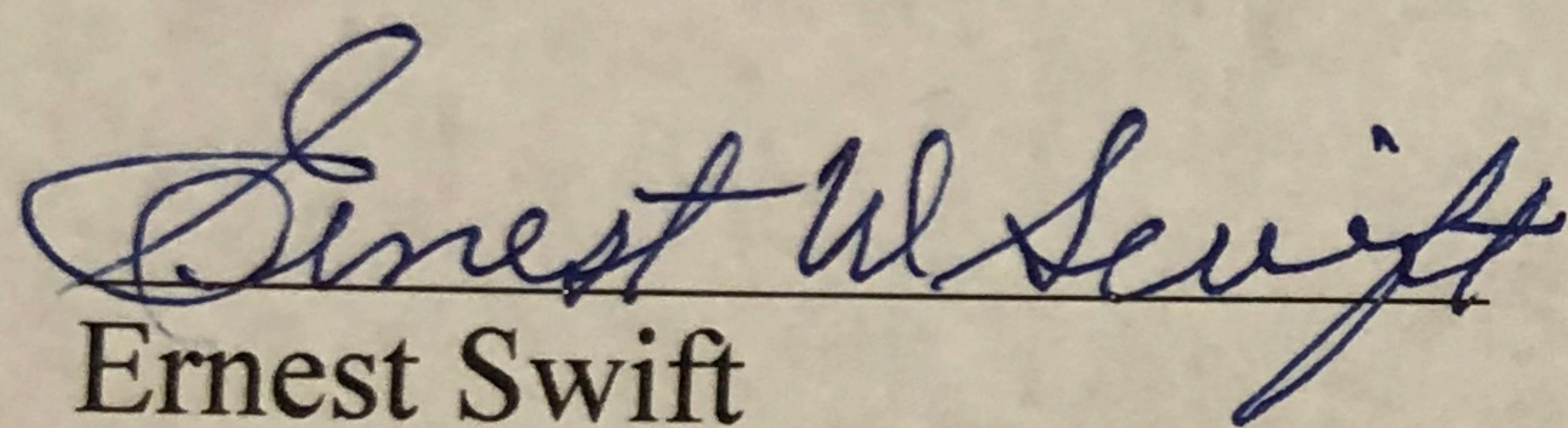
February 14, 2022

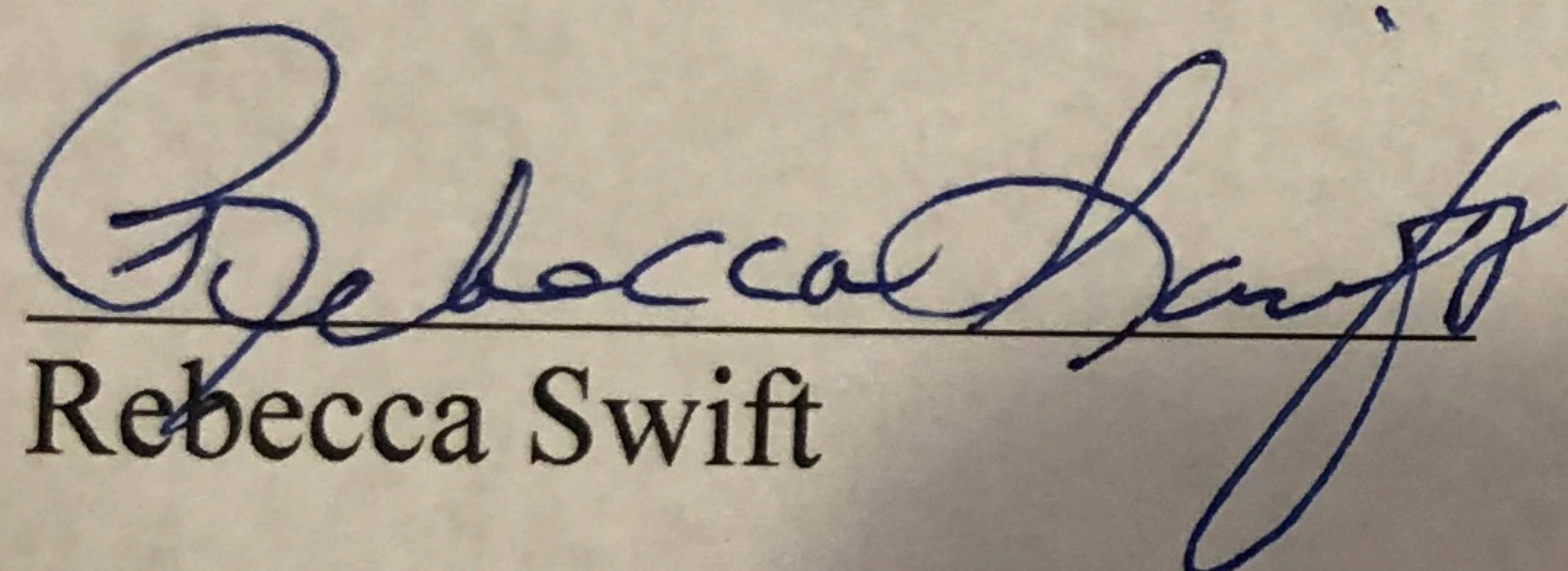
Re: Variance request by Heather and Ray Bongers for 80
Idlewood Court, Sandy Springs

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

UPDATE: Deferral Submission

Received

May 20, 2022, 2:50 PM

Summary Response to BOA Questions on 80 Idlewood Court

On May 4th the BOA voted to defer a decision to approve or deny the requested variance to reduce the front setback from 60 ft. to 30ft. The decision to defer was based upon several questions posed by Jon Amsberry in which he requested a more precise site plan to show the proposed project would meet the remainder of the city's development code. The three concerns are as follows:

1. The ability to maintain any retaining wall heights to under 6' in height.

Response: The revised preliminary site plan produced by Crescent Engineering shows existing and proposed grades along with any retaining wall heights. The primary concern was keeping any retaining walls supporting the driveway to under 6'. Labeled retaining walls show this is possible. Also, the clearance from the driveway to the bottom of the cantilevered portion of the house will be a minimum of 7'.

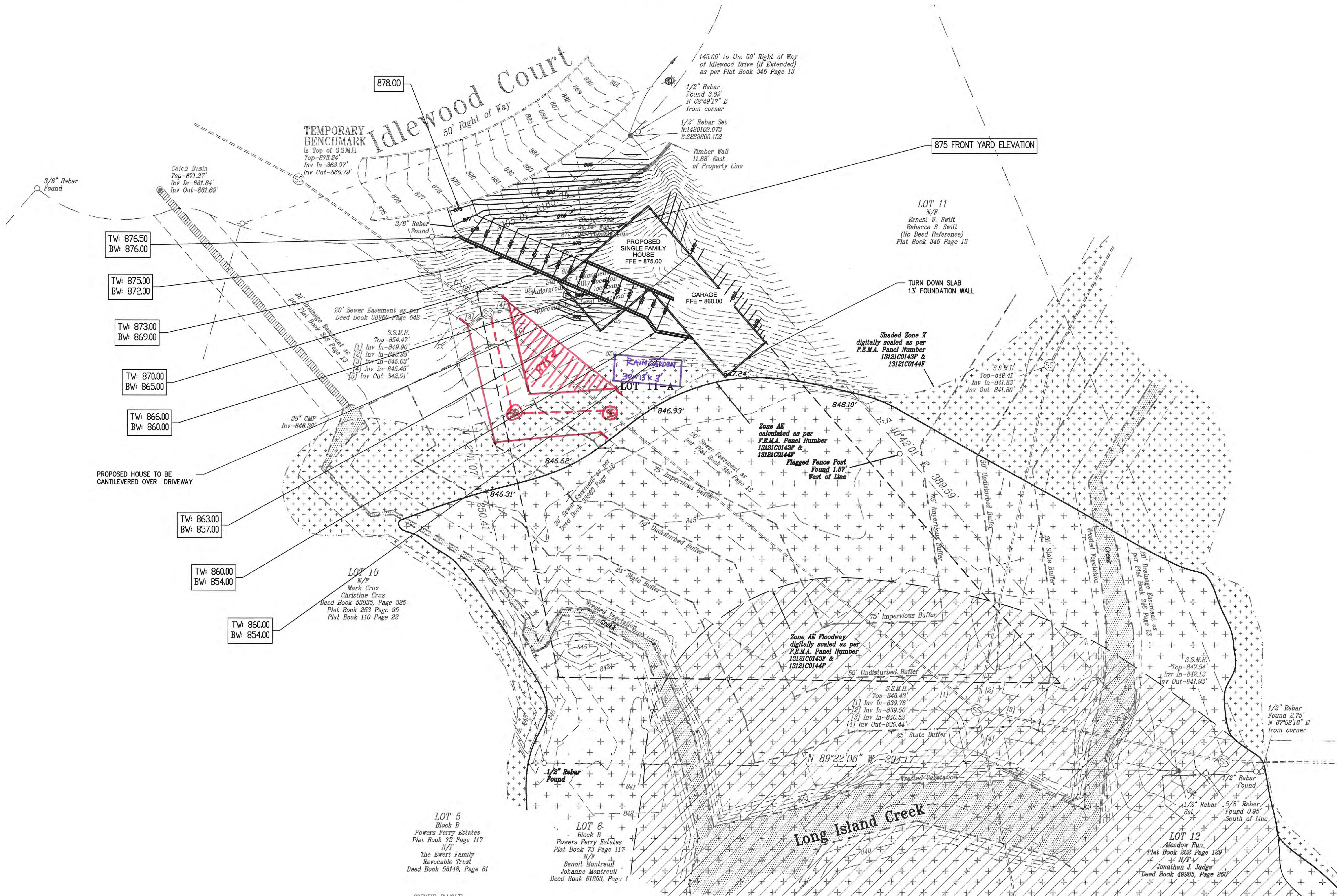
2. The ability to manage water quality devises out of the flood zone.

Response: On May 6th we hired Cumberland Engineering to perform a soils test for the drywell/rain garden anticipated to meet the city's requirements. While the test results are anticipated prior to the June 8th BOA meeting they are not ready yet. The applicant did personally dig a 36" deep hole at the location on the lot planned for the rain garden and did not hit stone or reach the water table. The rain garden also has been located in the lower end of the lot to collect any rainfall better and maintain a 10' distance from the structure.

3. The possibility of moving a sewer line to create a larger buildable area lessening the need for a front setback reduction.

Response: The applicant contacted Andriana Lefkovits with the Fulton County Sewer Department. Discussions are ongoing however it appears that if the sanitary sewer line can be moved it would only add approximately 875 sqft of buildable area at the absolute lowest elevation of the lot 847'.....30' below the lowest street level. Additionally this added area is across the lot from the hillside area the home would have to be located in to keep foundation walls to a minimum.

24 HOUR EMERGENCY CONTACT: RAY BONGERS 404-557-9747



Prepared By:
CRESCENT VIEW
ENGINEERING, LLC:
211 Fraser Street S.E.
Marietta, Georgia 30060
678-324-8410
www.CrescentViewEng.com

Prepared For
Ray Bongers
404-557-9747
raybongers@bongershomebuilders.com

Preliminary Grading Plan			
DATE		REVISIONS	
5-17-22	AS SHOWN	AJ	
SCALE	AS SHOWN	AJ	
DRAWN		AJ	
CHECKED		GHB	

Construction Plans for
80 Idlewood Court
Land Lot 134 & 165, 17th District
City of Sandy Springs, Fulton County, Georgia

CVE PI # 22-331

Sheet No.
C-1



SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT

Board of Appeals Meeting, June 8, 2022

Case: **V22-0013 – 6575 Roswell Road**
Staff Contact: Helen Owens (howens@sandyspringsga.gov)
Report Date: May 27, 2022

REQUEST

Request for a variance from Sec. 8.2.7. to remove all buffer requirements along the Southern and Eastern boundaries of the property where abutting TR-3 property.

APPLICANT

Property Owners: PDR Capital, LLC	Petitioner: Peacock Partnership, Inc	Representative: Steve Farrier
--------------------------------------	---	----------------------------------

RECOMMENDATIONS

Department of Community Development

Staff recommends **Denial** of **Variance(s)** V22-0013.

MATERIALS SUBMITTED AND REVIEWED

Materials:

1. V22-0013 Application, received April 26, 2022

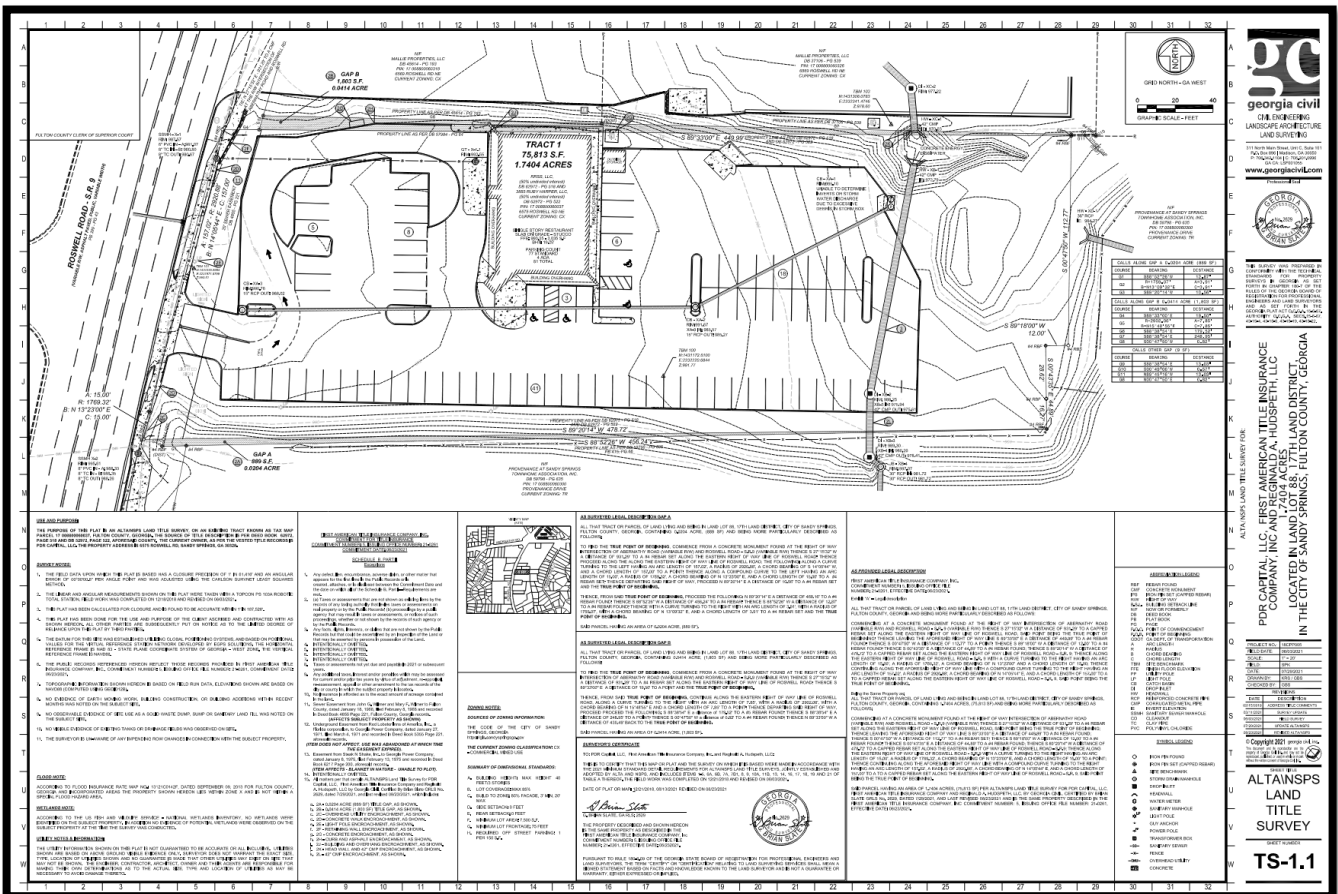
Plans:

1. “Site Plan” prepared by Peacock Partnership, Inc, Peacock Architects, with all information taken from survey provided by McClung Surveying dated November 04, 2021. Field verified by Sears Smith & Associates on December 09, 2021. Received December 15, 2021.
2. “Survey” prepared by McClung Surveying Services, Inc. Signed and sealed by Land Surveyor Michael R. Noles, dated April 23, 2019. Received December 15, 2021

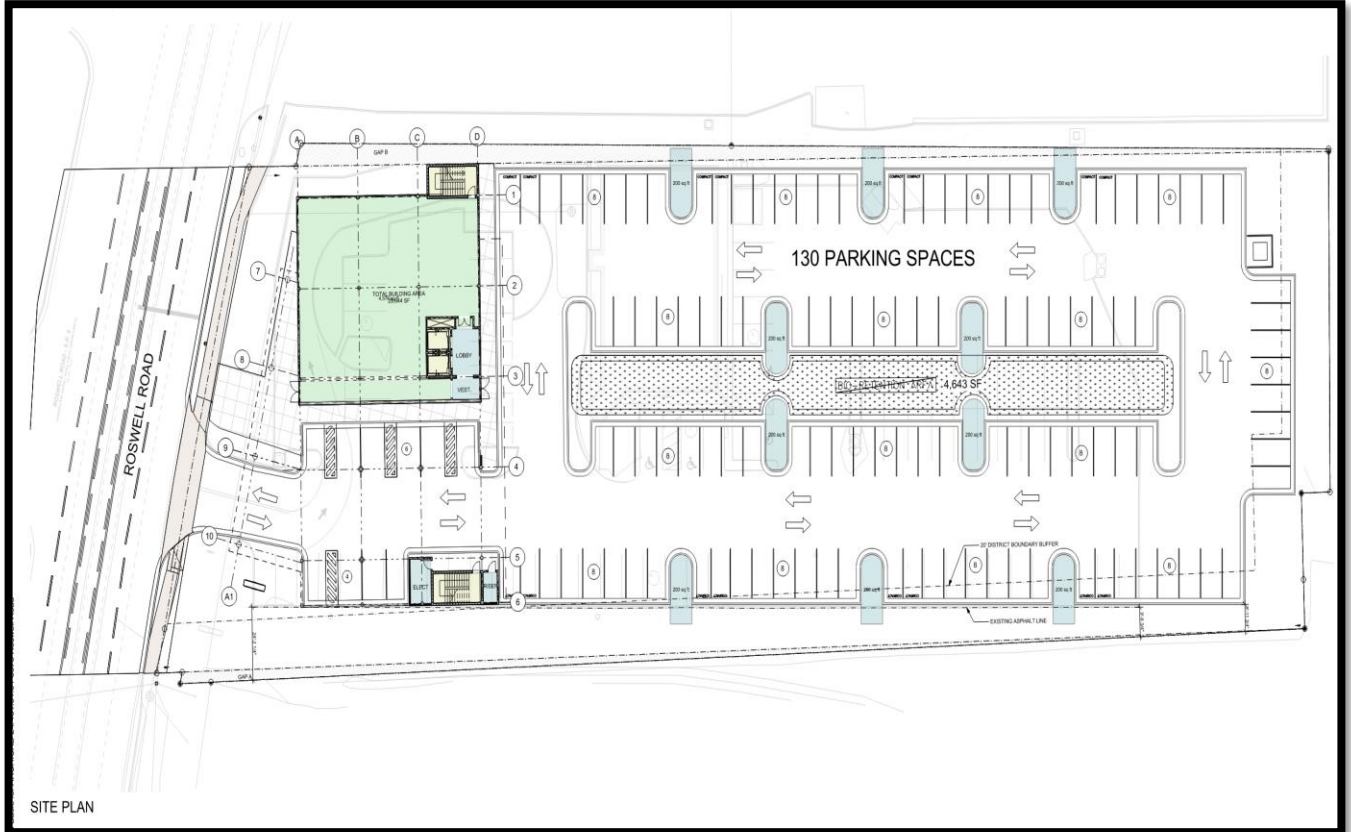
PROPERTY INFORMATION

Location:	6575 Roswell Road (Parcel # 17 008800060037)
Council District:	4 – Jody Reichel
Neighborhood:	--
Road frontage:	165 feet of frontage on 6575 Roswell Road
Lot Depth	190 feet
Acreage:	1.8 acres
Current Zoning	CX-3 (Commercial Mixed Use)
Existing Land Use:	Vacant parking lot (former site of Steak ‘n Shake; demolished)
Previous Zoning Cases:	None
Character Area:	Corridors & Nodes Character Area

SURVEY (received April 26, 2022)



SITE PLAN (received April 26, 2022)



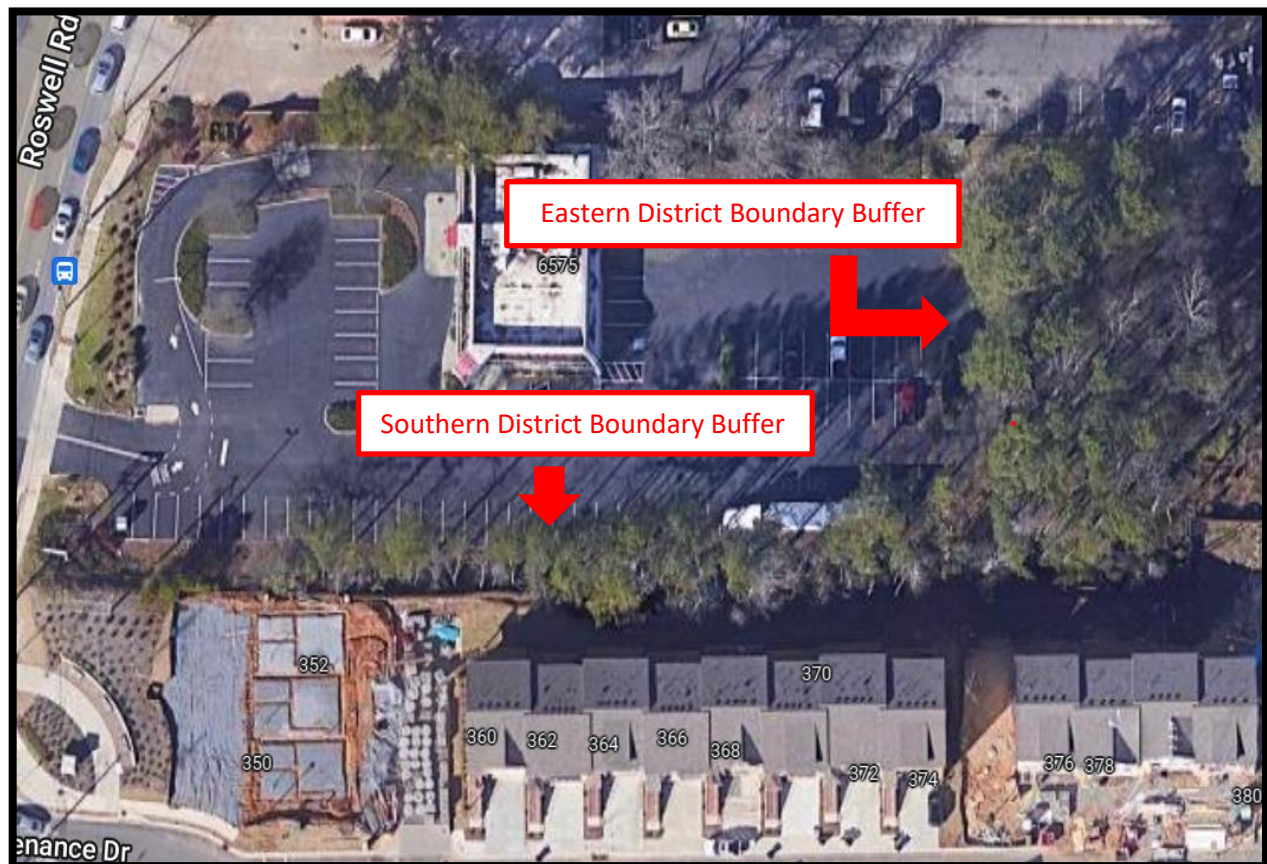
PROPOSED DEVELOPMENT (received April 26, 2022)

The 1.8-acre subject property, CX-3 (Commercial Mixed-Use – 3 story maximum) property is developed. The property was formerly the site of a restaurant (Steak ‘n Shake), but is now a vacant parking lot as the former restaurant has been demolished. The property is located off Roswell Road between an oil service station to the north and single unit residential attached townhouses to the south. There is currently significant vegetative growth on both the southern and eastern property lines. The applicants are seeking variances from Sec. 8.2.7. to remove all District Boundary Buffer requirements along the southern and eastern boundaries of the property where the site abuts Urban Neighborhood (TR-3) property, which otherwise requires installation of a District Boundary Buffer.

Per the Development Code Section 8.2.7.A.1

- A district boundary buffer is required when any of the following districts share a common lot line:
 - a. Any RM- district, Corridor & Node district or Perimeter Center district abutting any RT or RU-district.

Aerial photo of 6575 Roswell Road.



PROPERTY IMAGES 6575 ROSWELL ROAD

The entrance into the property off Roswell Road.



The eastern and southern boundary of the property (6575 Roswell Road).

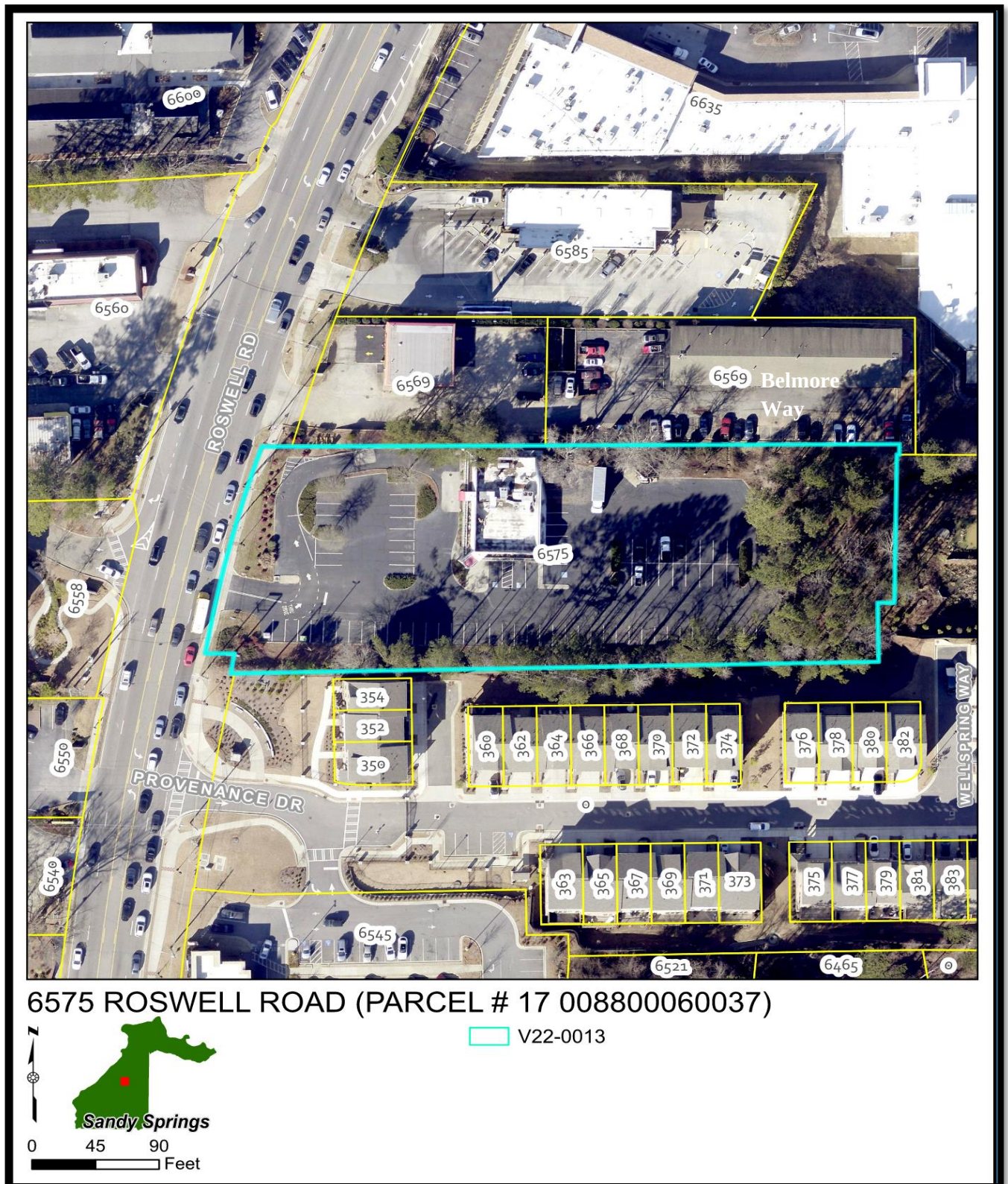


Looking west toward Roswell Road, the adjacent oil service center is to the north.



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	CX-3/ Commercial Mixed Use	6569 Roswell Road	.38 Acres
North	CX-3/ Commercial Mixed Use	6569 Roswell Road B	.60 Acres
Northwest	CX-3/ Commercial Mixed Use	6560 Roswell Road	1.55 Acres
West	CX-3/ Commercial Mixed Use	6550 Roswell Road	.47 Acres
West	RM-3/8 Residential Multi-Unit	6558 Roswell Rd	7.70 Acres
West	--	Roswell Rd	--
South	RT-3/ Residential Townhouse	6555 Roswell Road	3.24 Acres
East	RT-3/ Residential Townhouse	6555 Roswell Road	1.1 Acres
PROPOSED DEVELOPMENT			
North	CX-3/ Commercial Mixed Use	6575 Roswell Rd	1.8 Acres

AERIAL IMAGE



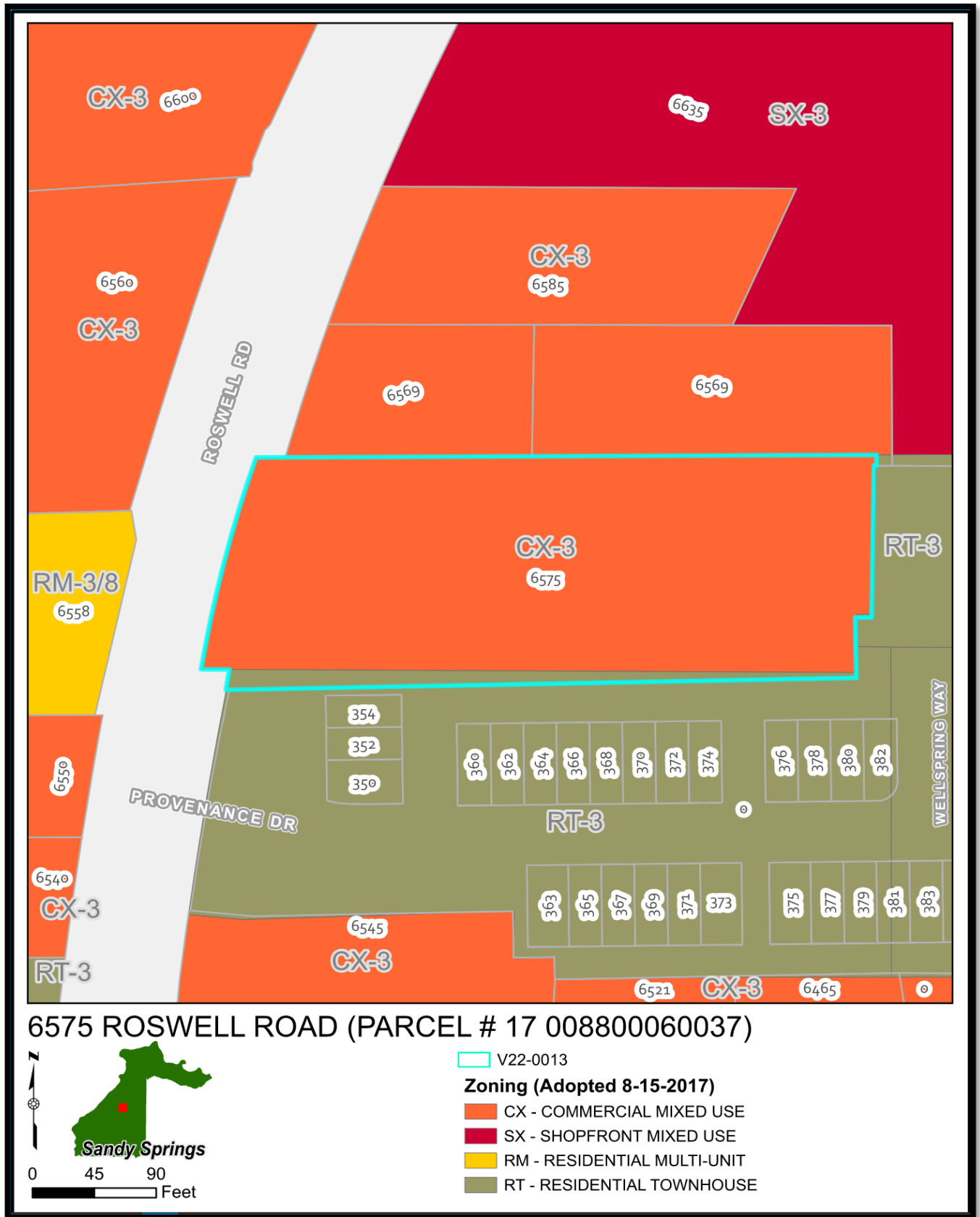
The vegetative buffer between townhouse property to the south (side).



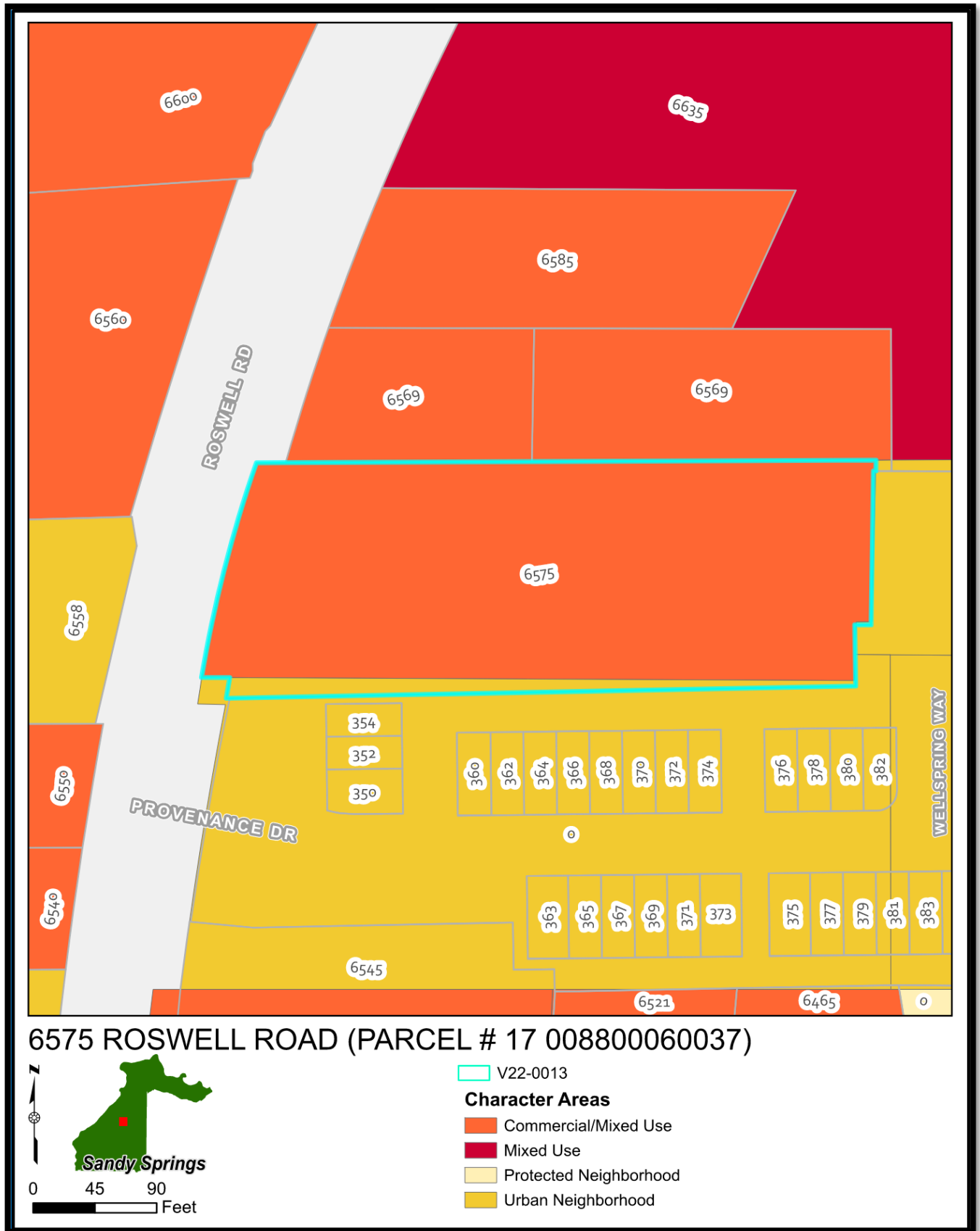
The eastern (rear) boundary of the property.



ZONING MAP



CHARACTER AREA MAP



V22-0013 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. Rather, it is Staff's opinion that the installation of the District Boundary Buffer would honor the Development Code, and by extension the vision laid out by the citizenry in *The Next Ten Comprehensive Plan*. The proposed project for the site will significantly overhaul the current state of the lot. The installation of a 20' border, including a required buffer wall and prescribed plantings would not increase the scope of work in a substantial way.

- 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: The subject property is relatively large, rectangular, and primarily flat. For these reasons, it is Staff's view that there are no 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.

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 size, shape, and topography of the subject property are not the result of action or inaction of the current property owners. The lot was previously developed as is by the previous property owner. The current layout and general character of the property has nothing to do with the current property owner or applicant, beyond the former restaurant structure being demolished.

- 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 not provide the minimum relief necessary to make possible the reasonable use of the property. The installation of the required District Boundary Buffer would not prohibit the reasonable use of the property. Therefore, it is Staff's view that relief, minimal or otherwise is not necessary or merited.

- 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 or *The Next Ten*. The Development Code requires a district boundary buffer when any of the following districts share a common lot line: Any RM-district, Corridor & Node district or Perimeter Center district abutting any RT or RU- district. A request to eliminate the district boundary buffer requirements, is inconsistent with the Development Code.

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 and screening of buildings and structures. Thus, the request would not result in development that is consistent with *The Next Ten*, either.

COMMENTS FROM OTHER PARTIES**Sandy Springs Public Works:**

No comment provided.

Sandy Springs City Engineer:

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:

I do not see a hardship.

Sandy Springs Fire Marshal:

No comment provided.

Sandy Springs Land Development Manager:

No comment provided

Sandy Springs Transportation Planner

- Interparcel connection to the northern property should be considered
- Frontage should be improved per requirements in the code

Correspondence Received:

The applicant provided letters in favor of the variance, signed by the owners of the five closest neighbors, which are included in this package.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATIONS
Following review, and based on the findings, Staff recommends Denial of Variance V22-0013 . Request for a variance from Sec. 8.2.7. to remove all buffer requirements along the southern and eastern boundaries of the property where abutting TR-3 property.



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Case No.: **V22-00013**
Planner's initials: **H.O.**

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6575 Roswell Road	
	Parcel Tax ID(s): 17 008800060037	
	Total acreage: 1.8	Council District: 4
	Current zoning: CX-3	Current use: former Steak & Shake
	Character Area: Commercial/Mixed Use	

APPLICATION	Detailed request (include Code Section No.): Sec. 8.2.7 - District Boundary Buffers	
	Petitioner requests a Variance from the Development Code between the subject property that is zoned CX-3 and the adjacent townhome property zoned TR-3. The subject property was previously developed as a restaurant (Steak & Shake) prior to the the adjoining property being rezoned to TR-3.	
	See attached Letter of Intent and associated exhibits for further information and detail.	
	Petitioner: Peacock Partnership, Inc	
	Petitioner's address: 5525 Interstate North Parkway	
	Sandy Springs, GA 30328	

OWNER	Property owner: PDR Capital, LLC (Daniel Refai, managing member)	
	Owner's address: 5240 Northside Drive NW Sandy Springs, GA 30327	
	Signature (authorizing initiation of the process): 	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

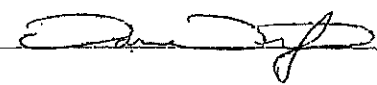
Pre-Application Meeting date:	Anticipated Application date: 03/31/2022
Anticipated BOA date: 06/08/2022	
ADDITIONAL INFORMATION NEEDED:	



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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: PDR Capital, LLC	Sworn and subscribed before me this <u>26th</u> day of <u>April</u> 20<u>22</u> Notary public: <u>Sandra E. Hammarlund</u> Seal:  Commission expires:
Address: [REDACTED]	
City, State, Zip Code: Sandy Springs, GA 30327	
Email address: [REDACTED]	
Phone number: [REDACTED]	
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:	Sworn and subscribed before me this <u> </u>th day of <u> </u> 20<u> </u> Notary public: Seal: Commission expires:
Company name:	
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Applicant's signature:	



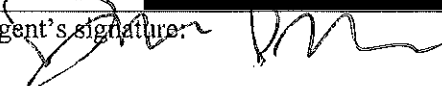
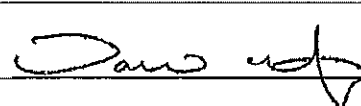
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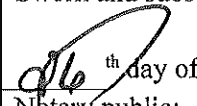
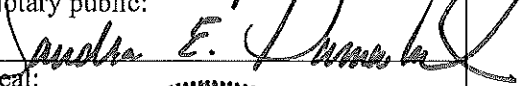
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AUTHORIZATION FORM – PART II

C- If an agent or attorney will represent the owner and/or the Applicant:

Fill out the following section and have it notarized.

Agent's name: Dean Peacock
Company: Peacock Partnership, Inc
Address: 5525 Interstate North Parkway
City, State, Zip Code: Sandy Springs, GA 30328
Email address: [REDACTED]
Phone number: [REDACTED]
Agent's signature: 
Applicant's signature: 

Sworn and subscribed before me this  th day of <u>April</u> , 20 <u>22</u>
Notary public: 
Seal: 
Commission expires:



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May 17, 2021

H. Dean Peacock
Peacock Partnership, Inc
5525 Interstate North Parkway
Atlanta, GA 30328

Subject: Zoning Certification for 6575 Roswell Road, Parcel# 17 008800060037

Dear H. Dean Peacock,

Please be advised that 6575 Roswell Road is currently zoned CX-3 (Commercial Mixed Use) and may be subject to conditions under Fulton County Rezoning Case 1963Z-0003. Please see the following Section 1.1.9 Prior Approval Conditions in the Development Code:

Sec. 1.1.9. Prior Approval Conditions

A. The adoption of an Official Zoning Map implementing this Development Code will remove all prior conditions of rezoning, with the exception of:

1. Buffers or setbacks adjacent to Protected Neighborhoods that exceed the requirements in this Development Code;
2. Any provision for preservation or donation of park or open space land; and
3. Development of Regional Impact (DRI) transportation conditions that exceed the requirements imposed by this Development Code.
4. Any conditions that restrict the provision of ballfield or playground lighting or sound amplification.
5. Any provision in an approved condition or site plan that restricts vehicular access to or from a particular direction.

B. Relief from any prior rezoning condition must be granted through the Planning Commission and City Council under the procedures for Legislative Review (see Div. 11.3.).

Please find enclosed a copy of the conditions, if any, and a copy of the current zoning district regulations currently in effect.

Adjacent properties are zoned as follows:

North: CX-3 (Commercial Mixed Use)



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South: CX-3 (Commercial Mixed Use)

East: RD-18 (Residential Detached)

West: HWY 9

There are no known zoning code violations, building code violations, or legal nonconforming issues at this time; however, there may be issues unknown to staff that may impact the compliance of the property.

The following section of the Development Code shall apply to nonconforming structures:

Sec. 11.7.2. Nonconforming Structure

A. Defined

A building or structure that does not conform with the requirements of this Development Code. For the purposes of this Section, any building legally constructed prior to the adoption of this Development Code that exceeds the zoning district height limit established in this Development Code will be considered a conforming structure, and not subject to the requirements of this nonconforming structure Section.

B. Continuance

A nonconforming structure is allowed to continue legally even though the structure does not conform with the provisions of this Development Code, subject to the following provisions:

1. Regular maintenance and repairs to a nonconforming structure are allowed.
2. A nonconforming structure may be expanded, altered or rebuilt where such expansion, alteration or rebuilding conforms with all the applicable requirements of this Development Code.
3. No new nonconformity may be created by any expansion, alteration or rebuilding.
4. Expansion on the vertical plane, such as the addition of another story to a nonconforming structure that does not meet the district setback, is considered an expansion of the nonconformity and therefore prohibited. Expansion on the vertical plane in conformance with all the applicable requirements of this Development Code is allowed.
5. The nonconforming structure may not be rebuilt, altered or repaired after damage or deterioration exceed 75% of its replacement cost at the time of destruction, except in conformity with this Development Code. Where a residential structure is damaged or destroyed through natural catastrophe, the Director may allow it to be reconstructed without regard to the extent of damage, provided that the extent of any prior structure nonconformity remains the same or is reduced for the new structure.
6. A permit to begin such restoration shall be applied for no later than 6 months from the date the damages were incurred. At the request of the applicant, the Director may grant



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one extension of a maximum of 6 months, upon demonstration of extenuating circumstances outside of the owner's control. The applicant must request an extension in writing, no later than 30 days prior to the expiration of the grace period.

7. This section does not apply to signs. See Sec. 11.7.5.

8. A request to expand, alter or rebuild an existing nonconforming structure may be brought before the Board of Appeals as a request for a variance.

The Development Code in its entirety is available online at:

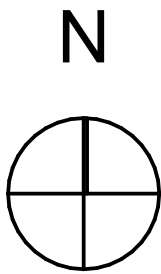
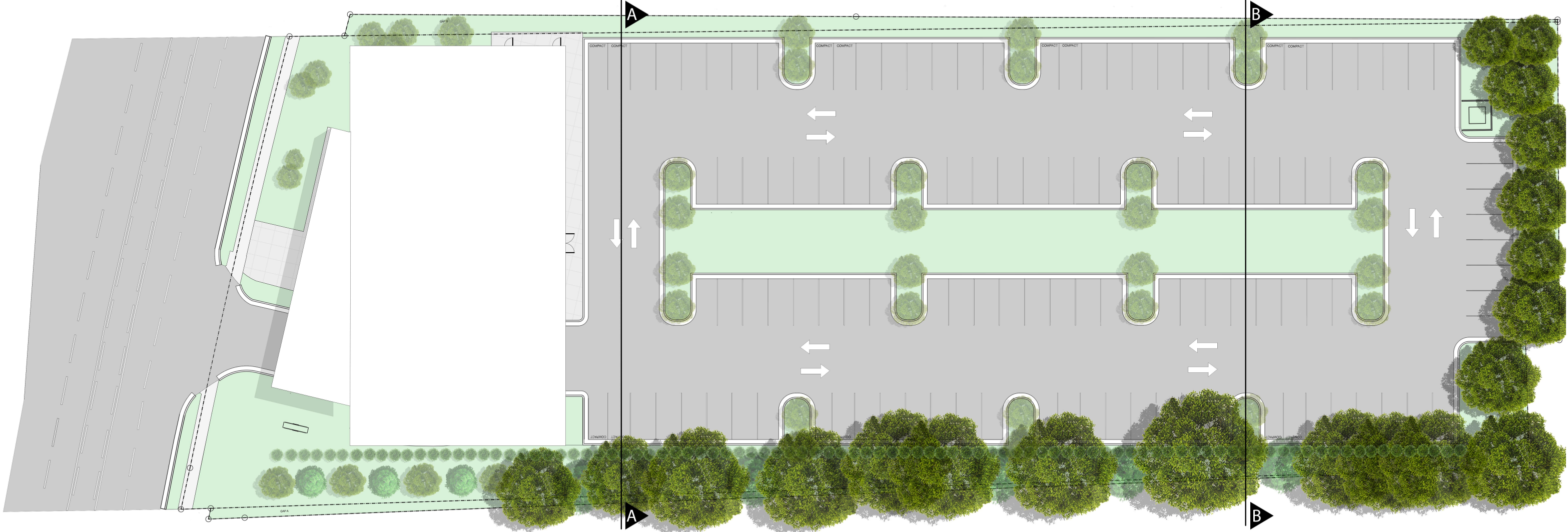
https://library.municode.com/ga/sandy_springs/codes/development_code.

If you have any questions, please contact Planning & Zoning at (770) 730-5600.

Sincerely,

Ginger Sottile

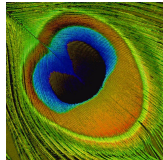
Ginger Sottile
Director of Community Development
GS/lg

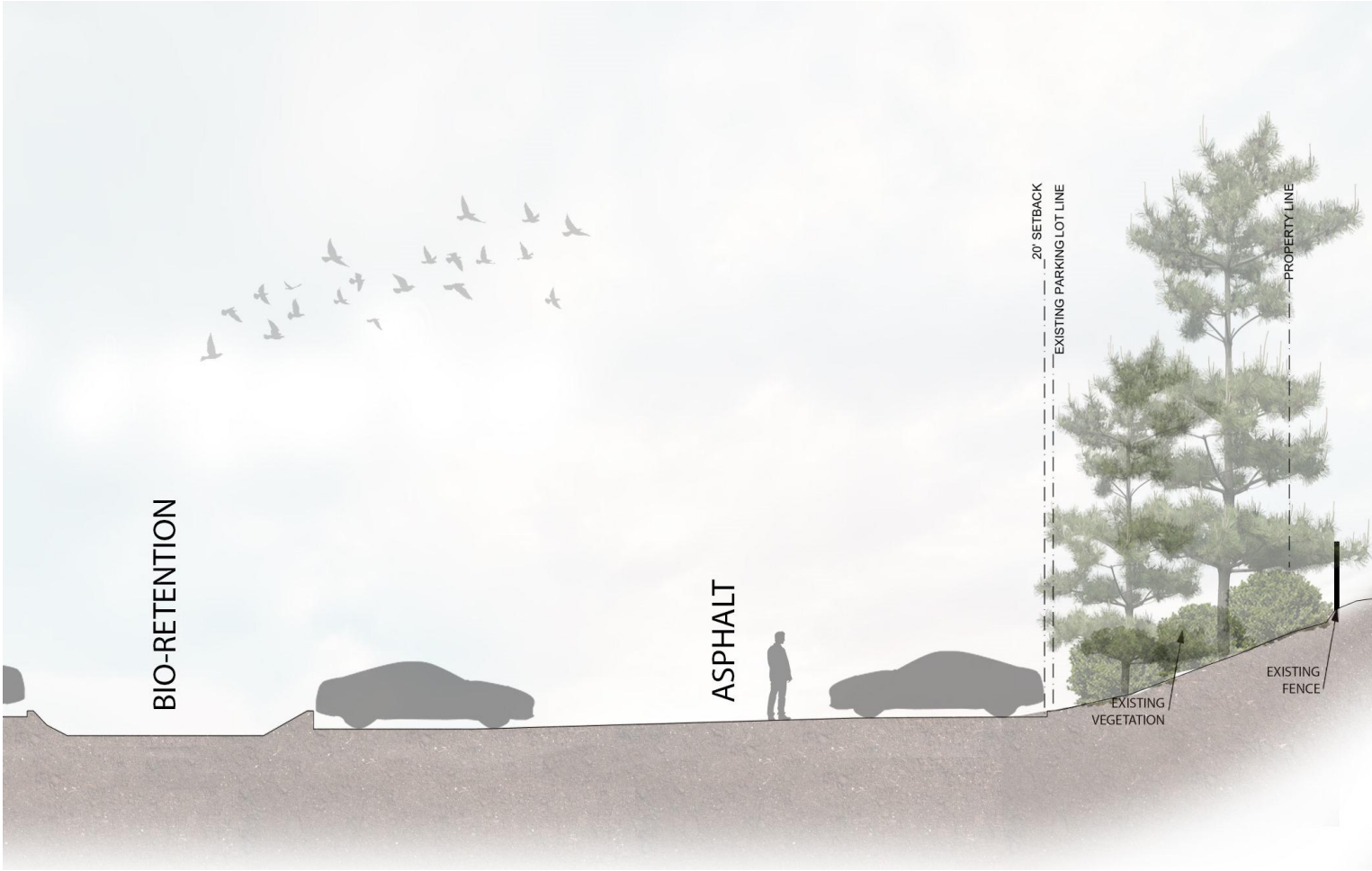


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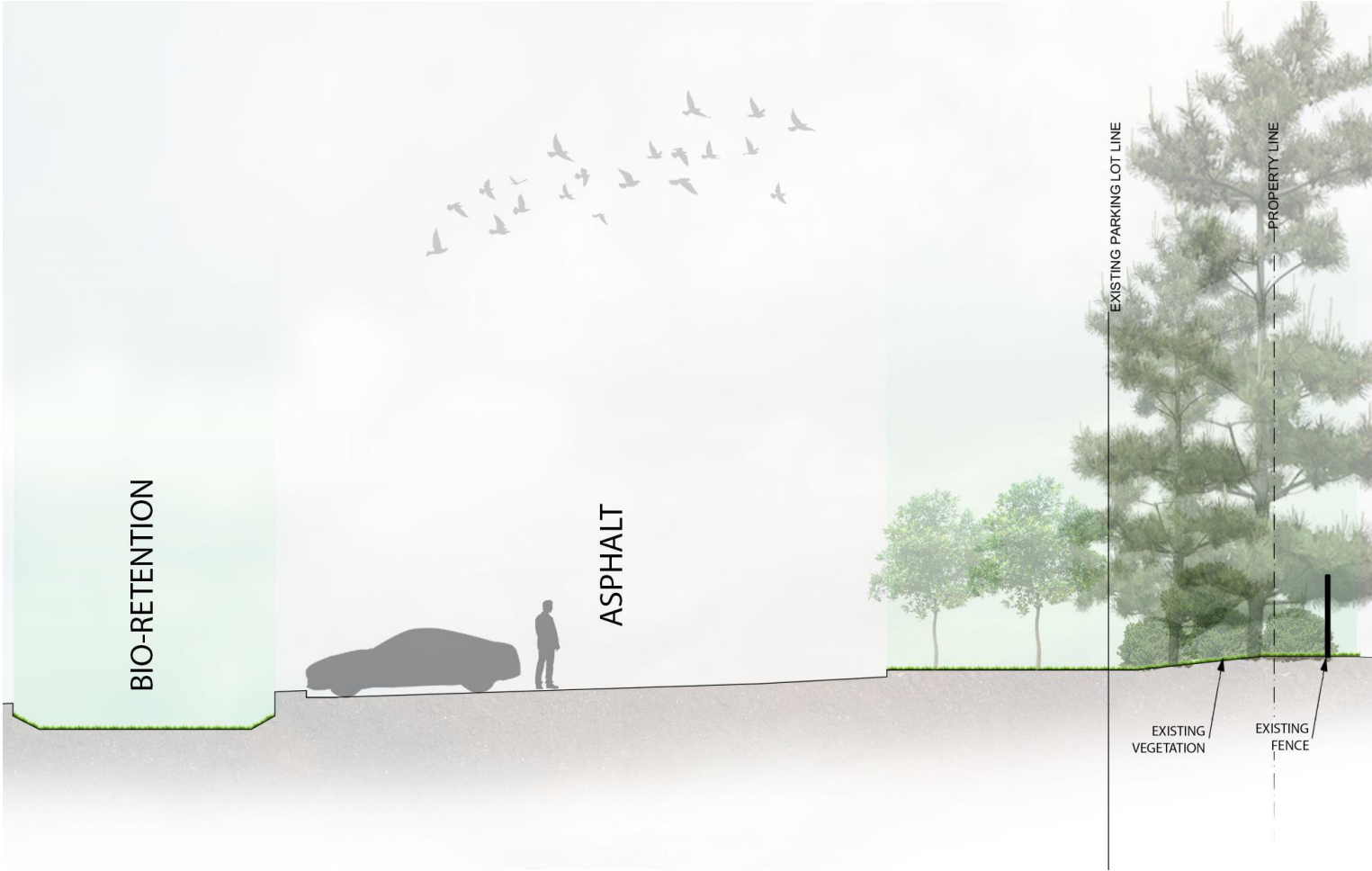
4/25/2022

SITE WITH PROPOSED VARIANCE RELIEF
6575 ROSWELL ROAD
SANDY SPRING, GA

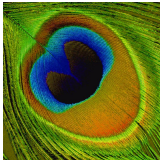


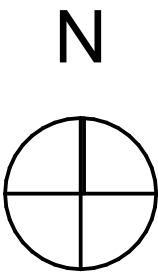
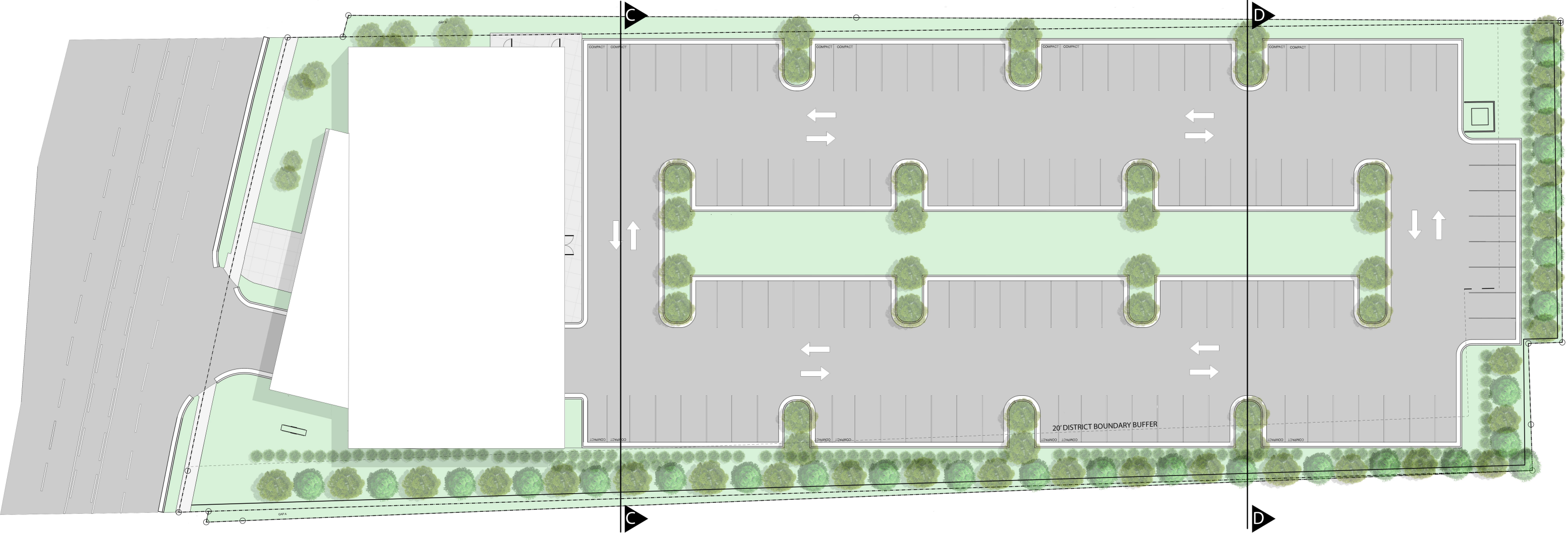


SECTION A



SECTION B

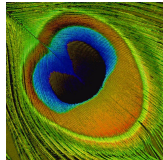


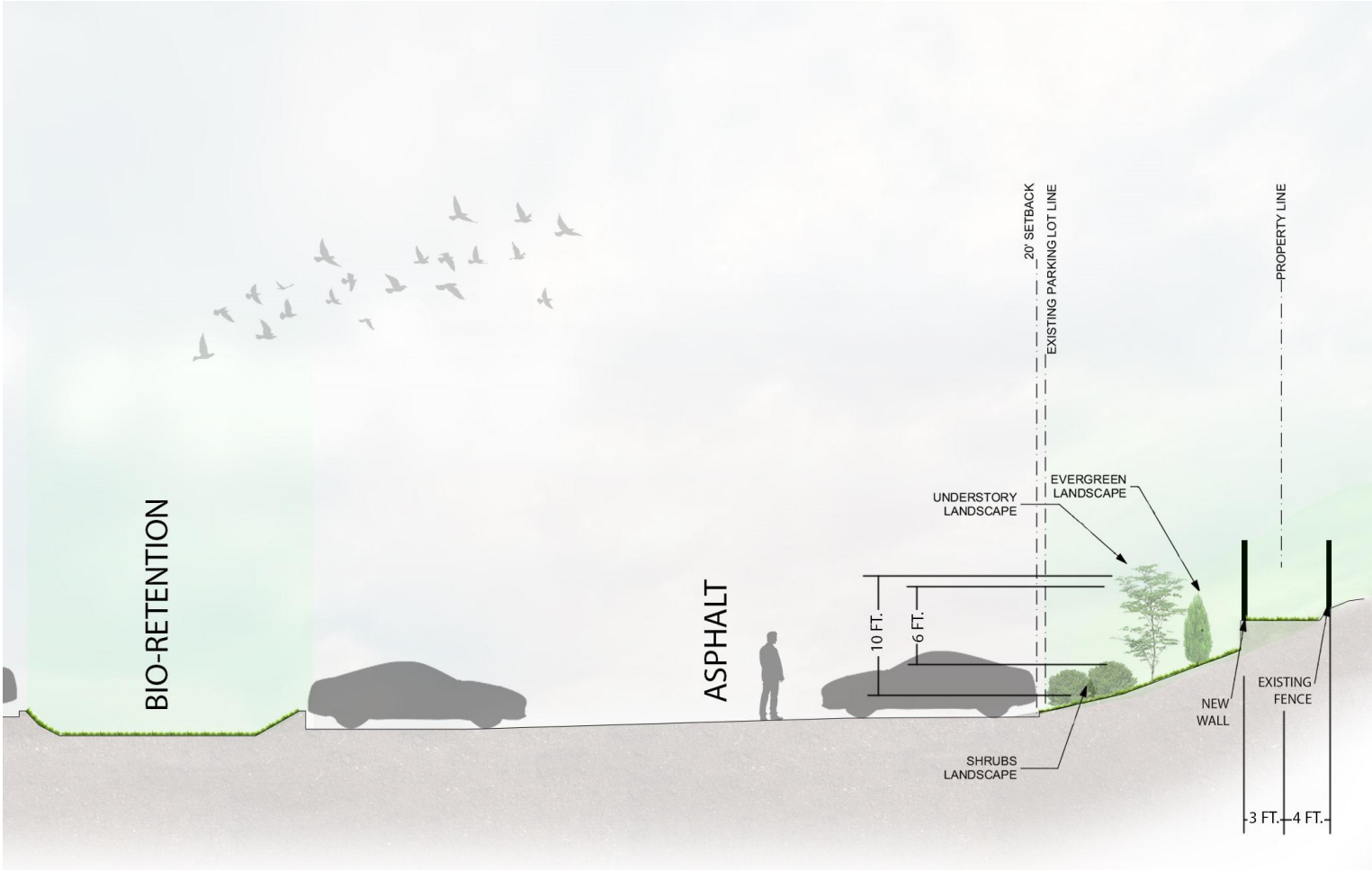


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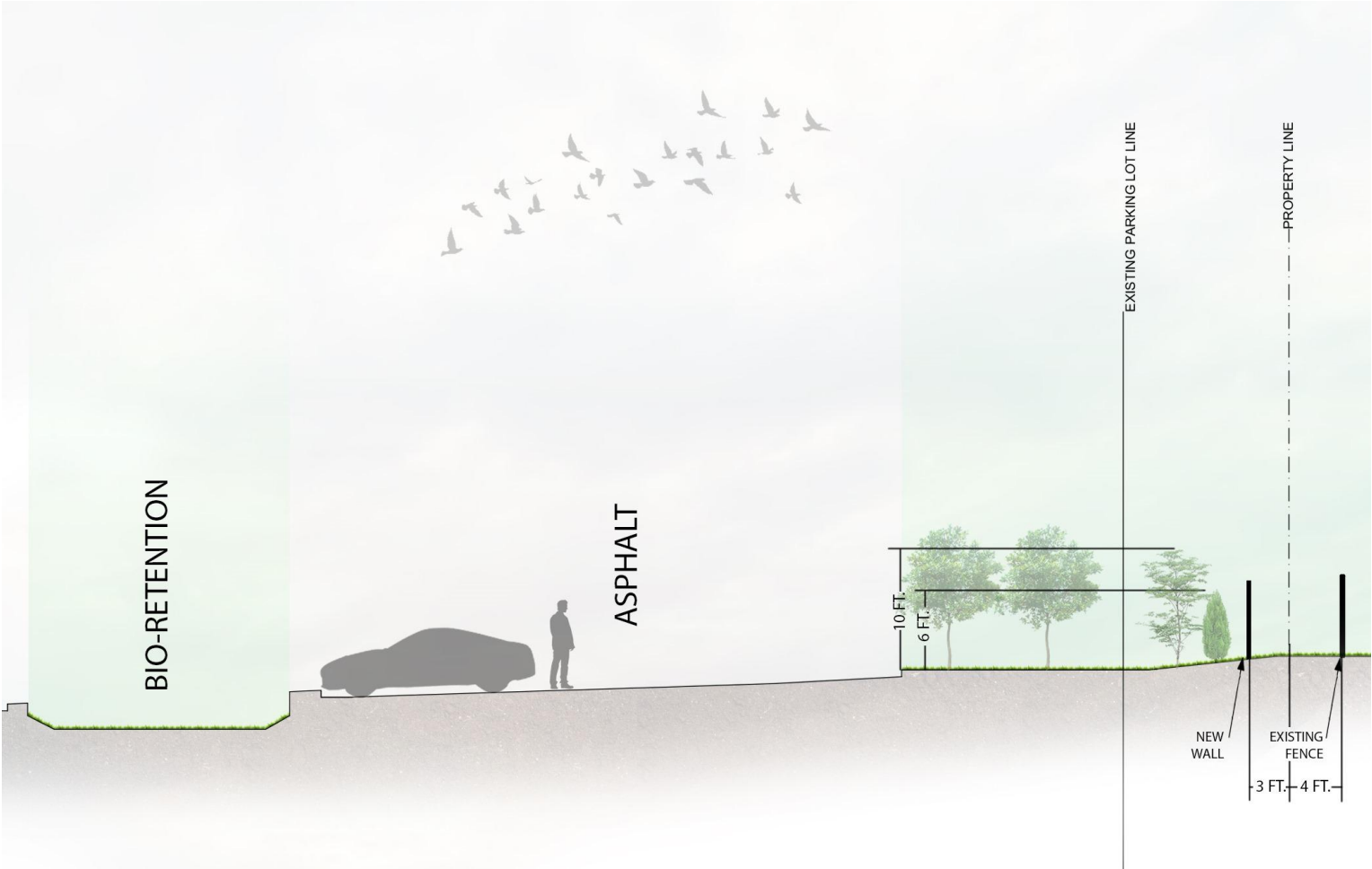
4/25/2022

REJECTED
SITE WITH ALTERNATIVE DESIGN
6575 ROSWELL ROAD
SANDY SPRING, GA





SECTION C



SECTION D

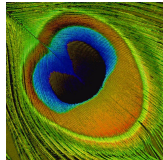


Exhibit F



Exhibit G



Exhibit H



Exhibit J



Exhibit K



Exhibit L



Exhibit M

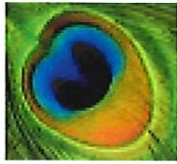


Exhibit N



Exhibit P





Peacock Partnership, Inc. • 5525 Interstate North Parkway • Atlanta, Georgia 30328 • (O) (404) 214-5200 (F) (404 214-5208

April 26, 2022

Sandy Springs Board of Appeals

Hon. Mel Mobley, Chair
Hon. Sherri Allen, Vice Chair
Nathan Kongthum
Colin Lichtenstein
Bill Thackston
Alvin Johnson

Sandy Springs City Hall
1 Galambos Way
Sandy Springs, Georgia 30328

Re: Letter of Intent for V22-0013 – Variance Application for 6575 Roswell Road

Dear Chairman Mobley and Members of the Board of Appeals:

The purpose of this letter of intent for Variance Application V22-0013 is to articulate the variance requested, the relief sought, and the proposed alternative from the Development Code.

Variance Requested

The applicant requests a variance from Development Code Section 8.2.7 – District Boundary Buffers between the subject property and the property zoned TR-3 (Provenance Townhomes et al.). The subject property abuts the adjacent TR-3 to the South (townhome area) and to the East (retention pond area). While this application contemplates one variance request, the two areas are unique in their characteristics and challenges, hence each will be addressed separately as the Southern and Eastern boundary lines for clarity.

Southern Boundary Line - Applicant requests relief from Code Section 8.2.7 along the Southern boundary line. Applicant proposes to utilize the line of the existing parking lot curb and gutter along the boundary for the new parking lot. The parking lot will encroach into what would be the buffer area for approximately 240 LF ranging in depth from zero feet (0') to eleven feet (11') along this line.

Applicant proposes to retain the specimen trees along the Southern boundary line, to remove smaller unsightly trees and shrubs and underbrush, and to plant at least the required quantity of 6' high evergreens. The Townhome Association would prefer more

evergreens to be utilized as a sound and visual buffer in this area rather than understory trees. Applicant will plant as many 3' high shrubs as practical in this area as the existing sloping topography and specimen tall pines trees in this area limit the quantity of understory trees and 3' high shrubs that can be planted.

Eastern Boundary Line – Applicant requests relief from Code Section 8.2.7 along the Eastern boundary line. A portion of the parking lot will encroach into the buffer area approximately six feet (6') for approximately 53 LF along this line.

Applicant proposes to retain as many specimen tall pine trees as possible along Eastern Boundary Line, plant the requisite number of evergreen trees, and plant as many understory trees and shrubs as possible.

Applicant has provided as Exhibits B and C, plans and sections that illustrate the variance requested.

Factual Details

The subject property located at 6575 Roswell Road is a 1.8-acre parcel that is zoned CX-3 and falls within Council District 4. The property was formerly used as a Steak & Shake restaurant. The property is bounded by property zoned CX-3 to the North (Take-5 Oil Change and Mr. Transmission), and property zoned TR-3 to the South and East (Provenance Townhomes).

The proposed development on the subject property is a single 30,000 GSF 3-story medical office building with 130 parking spaces. Anticipated hours of operation would be 7am to 6pm Monday through Friday and 8am to 1pm on Saturday.

Alternative Designs

Applicant explored alternative designs that would apply the Development Code as written. These designs resulted in extensive removal of the existing tall pine tree line, excavation that could destabilize the soil and foundations of the existing townhomes, require retaining walls and associated ground water management and drainage solutions requiring significant financial expenditures. Consequently, these designs were rejected as not being practical or feasible.

Applicant has provided as Exhibits D and E, plans and sections for an alternative design that incorporated Code Section 8.2.7 (B)(3)(4) and (5). This plan was not agreeable to the Townhome association as the height of the trees did not provide the necessary buffer due to the difference in height of the properties.

Consultation with Board members of the Provenance Townhome Association led us to the requested Variance Application before you today.

Analysis of the Variance

Hardship - The application of the Development Code creates an unnecessary hardship (please note that Webster's dictionary defines hardship as "a condition that causes difficulty or suffering") for the following reasons:

1. Prior to purchasing the subject property, applicant requested, paid for, and received a Zoning Certification Letter from the Sandy Springs Department of Community Development stating that the adjacent properties to the North and South of the subject property were zoned CX-3 (see Exhibit A).

Applicant relied upon this Zoning Certification Letter in its decision to purchase the subject property. Had applicant received a Zoning Certification Letter stating that the adjacent properties to the South and East were zoned TR-3, applicant would not have purchased the subject property.

2. A reduction in the project scope creates a financial suffering on the owner due to a higher cost per square foot as a direct return from the land basis (i.e. less usable land to develop).
3. The buffer along the Sothern boundary line will have the following effects:
 - a. Result in the loss of approximately 33 tall pine trees, 17 understory trees and other foliage that act as a natural buffer between the subject property and the townhomes to the South (see Exhibits F, G, H, J, K, L, M, N and P.
 - b. Require excavation of earth that may cause soil instability affecting the integrity of the soils near the existing fence owned by the townhome association and the foundations of the adjacent townhomes due to the topography of the boundary line (see Exhibit M).

The difference in elevation between the subject property and the adjacent TR-3 property has a mean difference in elevation of six feet (6') ranging from one foot (1') to eight feet (8') (see Exhibits B and C for plans and sections and Exhibits F, G, H, J, K, L, and M). From a practical perspective, this wall serves no function as the top of the wall is considerably lower than the top of the existing fence owned by the townhome association.
 - c. Require a wall to be constructed in a location where ground water runoff from the townhomes will undercut the foundation of the wall.
 - d. Essentially require the installation of a retaining wall (rather than a buffer wall) along the boundary line, the height of such wall requiring fabric/geogrid reinforcing that would require the removal of the fence owned by the townhomes (see Exhibits F, G, H and M) and destabilizing the soil;
 - e. Result in a reduction in the quantity and size of trees along the boundary line. There are currently 33 tall pine trees (7.23 per 100 LF) and 17 understory trees (3.71 per 100LF). The Code calls for four evergreen trees at least 6' high and four understory trees with a 2" caliper per 100 LF; and

- f. Create an area that is inaccessible for maintenance between the buffer wall and the existing fence owned by the townhome association due to the topography.
4. The buffer along Eastern Boundary Line will have the following effects:
 - a. Require a wall to be constructed in a location where the outflow from the retention pond (owned by the townhome association) that will 1) undercut the foundation of the buffer wall, and 2) cause pooling between the outflow and the wall resulting water spilling over onto the adjacent property to the North (Mr. Transmission).
 - b. Serve no real purpose as a buffer as the area adjacent property is utilized as a retention pond.
5. The size and shape of the property create a hardship when applying the Development Code as written due to the constraints in regard to stormwater, emergency services access, parking, greenspace, etc. The existing topography makes the full application of the Development Code difficult and onerous.

Conditions Not Caused by Applicant - The conditions at the property are not the result of any action or inaction of the property owner. The owner used due care in obtaining a Zoning Certification Letter prior to purchasing the property, the letter stating that the property along Boundary Line A was zoned CX-3.

Minimum Relief Necessary - This variance request provides the minimum relief necessary to make possible the reasonable use of the property. The topography of the subject property will present challenges for any proposed development.

Consistency with the Intent of the Development Code - The variance request results in a development that is consistent with the general intent of the Development Code and Comprehensive Plan policies. The Development Code section 8.2.7 is intended to provide a buffer between zoning districts. The proposed variance request provides a buffer between the subject CX-3 property and the adjacent TR-3 property that 1) enhances the existing boundary, 2) provides additional landscaping that acts as a visual and noise buffer, 3) contemplates the challenges of the existing topography, and 4) whereby the proposed extent parking lot does not encroach any further into the Southern boundary area adjacent to the townhomes than the existing parking lot.

The current Character Area Map shows this corridor as primarily CX-3 and commercial zoning. The adjacent townhomes and another townhome development on the East side of Roswell Road are the only TR zoned properties nearby. Additionally, the adjacent TR-3 townhome property was rezoned in 2016 from C-1 to R-3. At that time the subject property was utilized as a restaurant (Steak & Shake). Despite the use of the subject property as a restaurant, the adjacent townhome development proceeded to be constructed without any additional buffers.

Conclusion

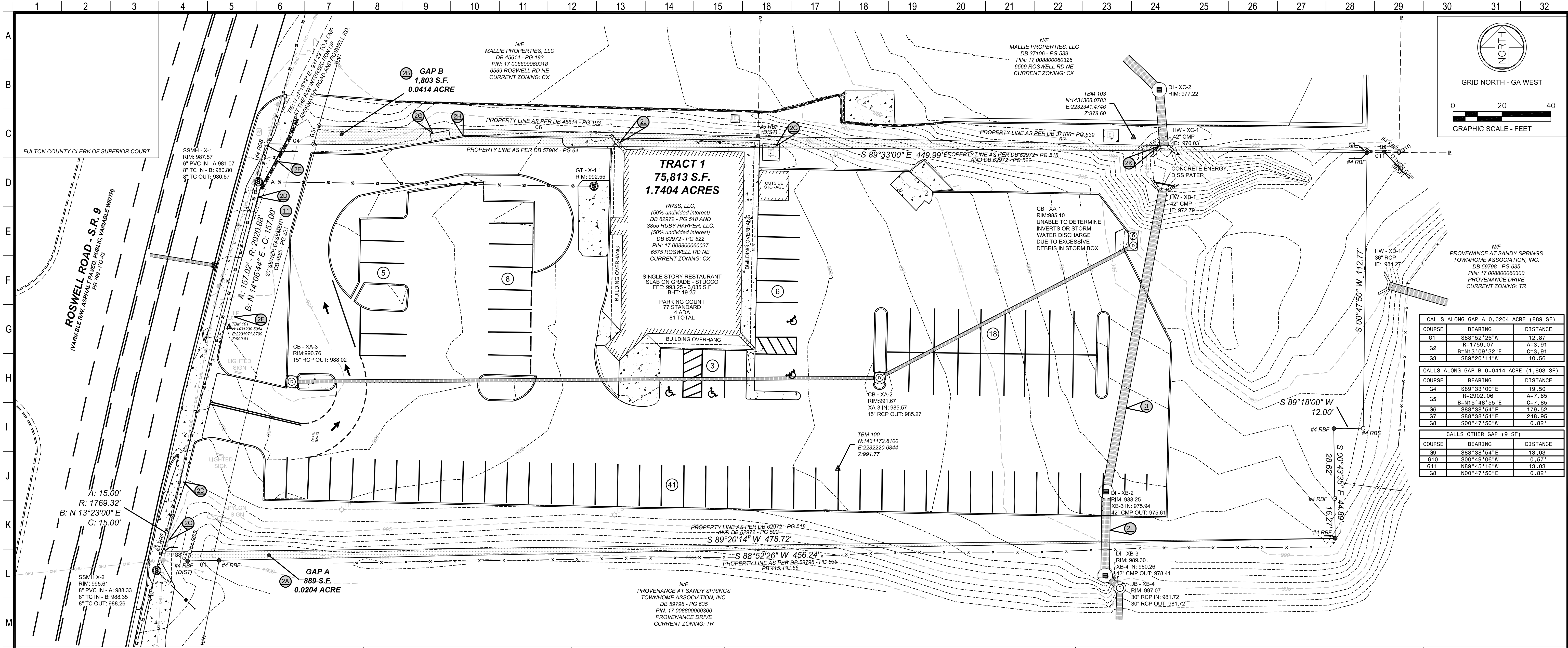
In respect to the foregoing, including all other documents filed or to be filed by the Applicant in connection herewith, the Applicant respectfully requests that this Application be granted in full.

Sincerely,



Dean Peacock
PEACOCK PARTNERSHIP, INC.

Enclosures (14)



USE AND PURPOSE:

THE PURPOSE OF THIS PLAT IS AN ALTA/NSPS LAND TITLE SURVEY, ON AN EXISTING TRACT KNOWN AS TAX MAP PARCEL 17 008800060037, FULTON COUNTY, GEORGIA. THE SOURCE OF TITLE DESCRIPTION IS PER DEED BOOK 62972, PAGE 518 AND DB 52972, PAGE 522, AFORESAID COUNTY. THE CURRENT OWNER, AS PER THE ESTEED TITLE RECORDS IS PDR CAPITAL, LLC. THE PROPERTY ADDRESS IS 6575 ROSWELL RD, SANDY SPRINGS, GA 30328.

SURVEY NOTES:

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 61416" AND AN ANGULAR ERROR OF 00°00'00.8" PER ANGLE POINT AND WAS ADJUSTED USING THE CARLSON SURVNET LEAST SQUARES METHOD.
2. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE TAKEN WITH A TOPCON PS 103A ROBOTIC TOTAL STATION. FIELD WORK WAS COMPLETED ON 12/18/2018 AND REVISED ON 06/03/2021.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 187,528".
4. THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH AS SHOWN HEREON. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.
5. THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NAD 83 - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL REFERENCE FRAME IS NAVD83.
6. THE PUBLIC RECORDS REFERENCED HEREON REFLECT THOSE RECORDS PROVIDED IN FIRST AMERICAN TITLE INSURANCE COMPANY, INC., COMMITMENT NUMBER: 5, ISSUING OFFICE FILE NUMBER: 21-0261, COMMITMENT DATE: 06/23/2021.
7. TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON FIELD RUN DATA. ELEVATIONS SHOWN ARE BASED ON NAVD88 (COMPUTED USING GEOID12B).
8. NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS WAS NOTED ON THE SUBJECT SITE.
9. NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LAND FILL WAS NOTED ON THE SUBJECT SITE.
10. NO VISIBLE EVIDENCE OF EXISTING TANKS OR DRAINAGE FIELDS WAS OBSERVED ON SITE.
11. THE SURVEYOR IS UN-AWARE OF ANY IMPENDING ROW CHANGES IN CONNECTION WITH THE SUBJECT PROPERTY.

FLOOD NOTE:

ACCORDING TO FLOOD INSURANCE RATE MAP NO.: 13121C0142F, DATED SEPTEMBER 09, 2013 FOR FULTON COUNTY, GEORGIA, AND INCORPORATED AREAS THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

WETLANDS NOTE:

ACCORDING TO THE US FISH AND WILDLIFE SERVICE - NATIONAL WETLANDS INVENTORY, NO WETLANDS WERE IDENTIFIED ON THE SUBJECT PROPERTY. IN ADDITION NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED.

UTILITY NOTES & INFORMATION:

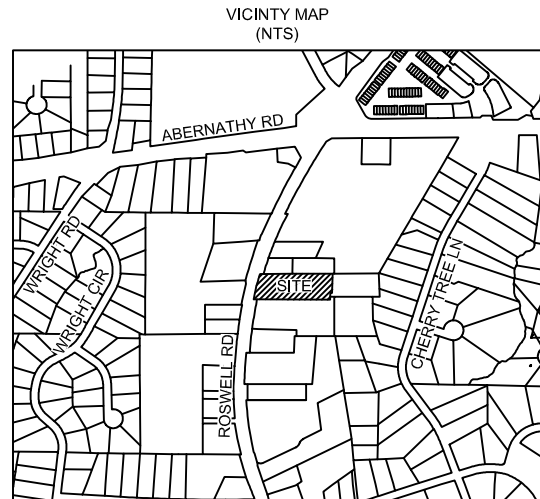
THE UTILITY INFORMATION SHOWN ON THIS PLAT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE EVIDENCE ONLY. SURVEYOR DOES NOT WARRANT THE EXACT SIZE, TYPE, LOCATION OF UTILITIES SHOWN AND NO GUARANTEE IS MADE THAT OTHER UTILITIES MAY EXIST ON SITE THAT MAY NOT BE SHOWN. THE ENGINEER, CONTRACTOR, ARCHITECT, OWNER AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

FIRST AMERICAN TITLE INSURANCE COMPANY, INC.
COMMITMENT FOR TITLE INSURANCE
COMMITMENT NUMBER: 5, ISSUING OFFICE NUMBER: 21-0261
COMMITMENT DATE: 06/23/2021

SCHEDULE B, PART II

Exceptions

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. INTENTIONALLY OMITTED.
5. INTENTIONALLY OMITTED.
6. INTENTIONALLY OMITTED.
7. INTENTIONALLY OMITTED.
8. Taxes or assessments not yet due and payable in 2021 or subsequent years.
9. Any additional taxes, interest and/or penalties which may be assessed for current and/or prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.
10. No insurance is afforded as to the exact amount of acreage contained in the land.
11. Sewer Easement from John G. Wilmer and Mary F. Wilmer to Fulton County, dated January 18, 1968, filed February 8, 1968 and recorded in Deed Book 4855 Page 221, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY AS SHOWN)
12. Underground Easement from Red Lobster Inns of America, Inc., a Florida corporation, to Georgia Power Company, dated January 27, 1971, filed March 4, 1971 and recorded in Deed Book 5355 Page 221, aforesaid records. (ITEM DOES NOT AFFECT. USE WAS ABANDONED AT WHICH TIME THE EASEMENT EXPIRED)
13. Easement from Steak N Shake, Inc. to Georgia Power Company, dated January 8, 1975, filed February 13, 1975 and recorded in Deed Book 6217 Page 200, aforesaid records. (ITEM AFFECTS: BLANKET IN NATURE - UNABLE TO PLOT).
14. INTENTIONALLY OMITTED.
15. All matters per that certain ALTA/NSPS Land Title Survey for PDR Capital, LLC, First American Title Insurance Company and Reginald A. Hudspeth, LLC by Georgia Civil, Certified By Brian Slate GRLS No. 2629, dated 7/29/2021, and last revised 08/23/2021, which include:
 - a. 2A - 0.0204 ACRE (889 SF) TITLE GAP, AS SHOWN.
 - b. 2B - 0.0414 ACRE (1,803 SF) TITLE GAP, AS SHOWN.
 - c. 2C - OVERHEAD UTILITY ENCROACHMENT, AS SHOWN.
 - d. 2D - CONCRETE WALK ENCROACHMENT, AS SHOWN.
 - e. 2E - LIGHT POLE ENCROACHMENT, AS SHOWN.
 - f. 2F - RETAINING WALL ENCROACHMENT, AS SHOWN.
 - g. 2G - CONCRETE ENCROACHMENT, AS SHOWN.
 - h. 2H - CURB AND ASPHALT ENCROACHMENT, AS SHOWN.
 - i. 2J - BUILDING AND OVERHANG ENCROACHMENT, AS SHOWN.
 - j. 2K - HEAD WALL AND 42" CMP ENCROACHMENT, AS SHOWN.
 - k. 2L - 42" CMP ENCROACHMENT, AS SHOWN.



ZONING NOTES:

SOURCES OF ZONING INFORMATION:

THE CODE OF THE CITY OF SANDY SPRINGS, GEORGIA
https://gis.sandyspringsga.gov

THE CURRENT ZONING CLASSIFICATION: CX - COMMERCIAL MIXED USE

SUMMARY OF DIMENSIONAL STANDARDS:

- A. BUILDING HEIGHT: MAX HEIGHT 40 FEET/3 STORIES
- B. LOT COVERAGE: MAX 85%
- C. BUILD TO ZONE: 80% FACADE, 3' MIN, 20' MAX
- D. SIDE SETBACK: 0 FEET
- E. REAR SETBACK: 0 FEET
- F. MINIMUM LOT AREA: 7,500 S.F.
- G. MINIMUM LOT FRONTAGE: 75 FEET
- H. REQUIRED OFF STREET PARKING: 1 PER 150 S.F.

AS SURVEYED LEGAL DESCRIPTION GAP A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, CONTAINING 0.0204 ACRE, (889 SF) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE FROM A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R.9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD; THENCE PROCEED ALONG THE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, THE FOLLOWING: ALONG A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 157.02'; A RADIUS OF 2920.88'; A CHORD BEARING OF S 14°05'44" W, AND A CHORD LENGTH OF 157.00'; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 15.00'; A RADIUS OF 1769.32'; A CHORD BEARING OF N 13°23'00" E, AND A CHORD LENGTH OF 15.00'; TO A #4 REBAR SET; THENCE DEPARTING SAID RIGHT OF WAY, PROCEED N 89°20'14" E A DISTANCE OF 10.56' TO A #4 REBAR SET AND THE TRUE POINT OF BEGINNING.

THENCE, FROM SAID TRUE POINT OF BEGINNING, PROCEED THE FOLLOWING: N 89°20'14" E A DISTANCE OF 468.16' TO A #4 REBAR FOUND; THENCE S 88°52'26" W A DISTANCE OF 456.24' TO A #4 REBAR; THENCE S 88°52'26" W A DISTANCE OF 12.87' TO A #4 REBAR FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 3.91', WITH A RADIUS OF 1758.07', WITH A CHORD BEARING OF N 13°09'32" E, AND A CHORD LENGTH OF 3.91' TO A #4 REBAR SET AND THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0204 ACRE, (889 SF).

AS SURVEYED LEGAL DESCRIPTION GAP B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, CONTAINING 0.0414 ACRE, (1,803 SF) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE FROM A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R.9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD; THENCE S 89°33'00" E A DISTANCE OF 15.50' TO A POINT AND THE TRUE POINT OF BEGINNING.

THENCE, FROM SAID TRUE POINT OF BEGINNING, CONTINUE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 7.85' WITH A RADIUS OF 2920.06', WITH A CHORD BEARING OF N 15°46'55" E AND A CHORD LENGTH OF 7.85' TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, PROCEED PROCEED THE FOLLOWING: S 88°39'54" E a distance of 179.52' TO A #5 REBAR FOUND; THENCE S 88°39'54" E A DISTANCE OF 248.95' TO A POINT; THENCE S 00°47'50" W a distance of 0.82' TO A #4 REBAR FOUND; THENCE N 89°33'00" W A DISTANCE OF 430.49' BACK TO THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0414 ACRE, (1,803 SF).

SURVEYOR'S CERTIFICATE

TO: PDR CAPITAL, LLC, First American Title Insurance Company, Inc. and Reginald A. Hudspeth, LLC;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 6A, 6B, 7A, 7B, 8, 9, 10A, 11B, 13, 14, 16, 17, 18, 19 AND 21 OF TABLE THEREOF. THE FIELD WORK WAS COMPLETED ON 12/21/2018 AND REVISED ON 06/03/2021.

DATE OF PLAT OR MAP: 12/21/2018, 08/13/2021 REVISED ON 08/23/2021

Brian Slate
G. BRIAN SLATE, GA RLS: 2629

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY, INC. COMMITMENT NUMBER: 5, ISSUING OFFICE FILE NUMBER: 21-0261, EFFECTIVE DATE: 06/23/2021.

PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

AS PROVIDED LEGAL DESCRIPTION

FIRST AMERICAN TITLE INSURANCE COMPANY, INC.
COMMITMENT NUMBER: 5, ISSUING OFFICE FILE NUMBER: 21-0261, EFFECTIVE DATE: 06/23/2021.

Exhibit "A" - Legal description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R. 9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE S 89°33'00" E A DISTANCE OF 449.99' TO A #4 REBAR FOUND; THENCE S 00°47'50" E A DISTANCE OF 112.77' TO A POINT; THENCE S 89°18'00" W A DISTANCE OF 12.00' TO A #4 REBAR FOUND; THENCE S 00°43'35" E A DISTANCE OF 44.89' TO A #4 REBAR FOUND; THENCE S 89°20'14" W A DISTANCE OF 478.72' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R. 9; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R. 9 WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 15.00'; A RADIUS OF 1769.32'; A CHORD BEARING OF N 13°23'00" E AND A CHORD LENGTH OF 15.00'; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 157.02'; A RADIUS OF 2920.88'; A CHORD BEARING OF N 14°05'44" E, AND A CHORD LENGTH OF 157.00'; TO A TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R. 9, SAID POINT BEING THE TRUE POINT OF BEGINNING.

Being the Same Property as:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, CONTAINING 1.7404 ACRES, (75,813 SF) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R.9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE S 89°33'00" E A DISTANCE OF 449.99' TO A #4 REBAR FOUND; THENCE S 00°47'50" W A DISTANCE OF 112.77' TO A #4 REBAR SET; THENCE S 89°18'00" W A DISTANCE OF 12.00' TO A #4 REBAR FOUND; THENCE S 00°43'35" E A DISTANCE OF 44.89' TO A #4 REBAR FOUND; THENCE S 89°20'14" W A DISTANCE OF 478.72' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R.9; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R.9 WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 15.00'; A RADIUS OF 1769.32'; A CHORD BEARING OF N 13°23'00" E, AND A CHORD LENGTH OF 15.00'; TO A POINT; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 157.02'; A RADIUS OF 2920.88'; A CHORD BEARING OF N 14°05'44" E, AND A CHORD LENGTH OF 157.00'; TO A TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R. 9, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 1.7404 ACRES, (75,813 SF) PER ALTA/NSPS LAND TITLE SURVEY FOR PDR CAPITAL, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY AND REGINALD A. HUDSPETH, LLC, BY GEORGIA CIVIL, CERTIFIED BY BRIAN SLATE GRLS No. 2629, DATED 7/29/2021, AND LAST REVISED 08/23/2021 AND IS THE SAME PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY, INC. COMMITMENT NUMBER: 5, ISSUING OFFICE FILE NUMBER: 21-0261, EFFECTIVE DATE: 06/23/2021.

CALLS ALONG GAP A 0.0204 ACRE (889 SF)		
COURSE	BEARING	DISTANCE
G1	S88°52'26"W	12.87'
G2	B=N13°09'32"E	A=3.91'
G3	S89°20'14"W	C=3.91'
CALLS ALONG GAP B 0.0414 ACRE (1,803 SF)		
COURSE	BEARING	DISTANCE
G4	S89°33'00"E	19.50'
G5	R=2902.06'	A=7.85'
G6	B=N13°09'32"E	C=7.85'
G7	S88°38'54"E	179.52'
G8	S00°47'50"W	248.95'
CALLS OTHER GAP (9 SF)		
COURSE	BEARING	DISTANCE
G9	S88°38'54"E	13.03'
G10	S00°49'06"W	0.57'
G11	N89°45'16"W	13.03'
G8	N00°47'50"E	0.82'

ABBREVIATION LEGEND

RFB	REBAR FOUND
CMF	CONCRETE MONUMENT
IPS	IRON PIN SET (CAPPED REBAR)
R/W	RIGHT OF WAY
B.S.L.	BUILDING SETBACK LINE
N/F	NOW OR FORMERLY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
GA DEPT.	GA DEPT. OF TRANSPORTATION
GDOT	ARC LENGTH
R	RADIUS
B	CHORD BEARING
C	CHORD LENGTH
TBM	SITE BENCHMARK
FFE	FINISH FLOOR ELEVATION
PP	UTILITY POLE
LP	LIGHT POLE
CB	CATCH BASIN
DI	DROP INLET
HW	HEADWALL
RCP	REINFORCED CONCRETE PIPE
CMF	CORRUGATED METAL PIPE
ISMH	INVERT ELEVATION
SSMH	SANITARY SEWER MANHOLE
C	CLEANOUT
TC	CLAY PIPE
PVC	POLYVINYL CHLORIDE

SYMBOL LEGEND

○	IRON PIN FOUND
●	IRON PIN SET (CAPPED REBAR)
▲	SITE BENCHMARK
■	STORM DRAIN MANHOLE
□	DROP INLET
▤	HEADWALL
⌒	WATER METER
⌒	SANITARY MANHOLE
⌒	LIGHT POLE
⌒	GUY ANCHOR
⌒	POWER POLE
⌒	TRANSFORMER BOX
⌒	SANITARY SEWER
⌒	FENCE
⌒	OVERHEAD UTILITY
⌒	CONCRETE

311 North Main Street, Unit C, Suite 101
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GA C/LSF001055

www.georgiacivil.com

Professional Seal



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS.15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

PDR CAPITAL, LLC, FIRST AMERICAN TITLE INSURANCE COMPANY, INC. AND REGINALD A. HUDSPETH, LLC
1.7404 ACRES
LOCATED IN LAND LOT 88, 17TH LAND DISTRICT, IN THE CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

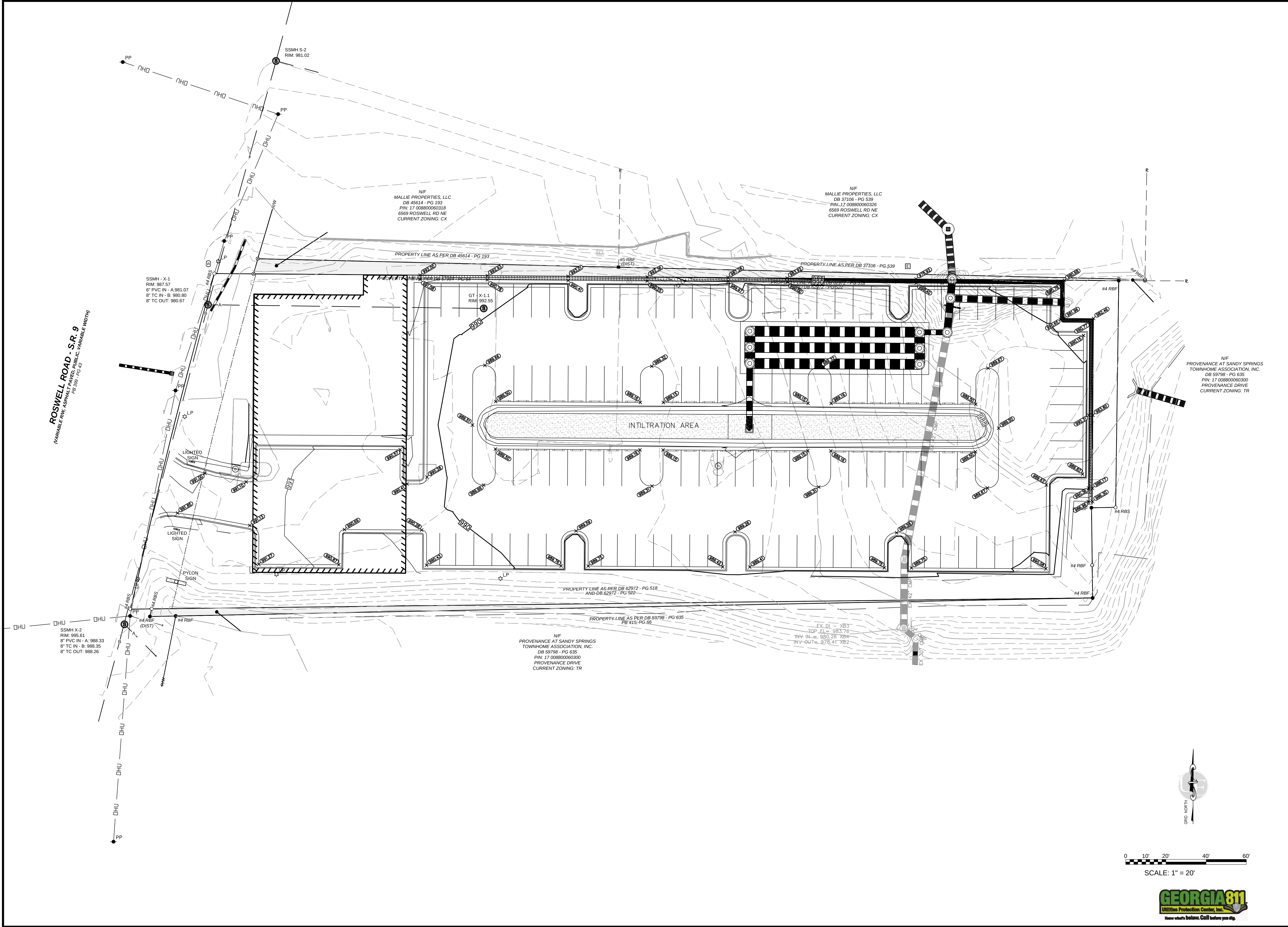
PROJECT NO.:	18CP005
FIELD DATE:	06/03/2021
SCALE:	1" = 20'
FIELD:	SPK
DATE:	07/29/2021
DRAWN BY:	KRS / GBS
CHECKED BY:	GBS
REVISIONS	
DATE	DESCRIPTION
02/15/2019	ADDRESS TITLE COMMENTS
03/11/2021	SURVEY UPDATE
06/03/2021	FIELD SURVEY
07/29/2021	UPDATE ALTA/NSPS
08/23/2021	REVISED ALTA/NSPS

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SHEET TITLE
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER

TS-1.1



4/22/2022

Urban Engineers, Inc.

1904 MONROE DRIVE, N.E., SUITE 150
ATLANTA, GEORGIA 30324
PHONE: (404) 873-5874
www.urbanengineers.net

Urban Engineers, Inc.

Urban Engineers, Inc.

REVISIONS

DESCRIPTION

DATE

Δ

GRADING & DRAINAGE

MEDICAL OFFICE BUILDING
6575 ROSWELL ROAD
SANDY SPRINGS, GA

PROJECT No. U22008J5

LAND LOT(S): 88

DISTRICT: 17TH

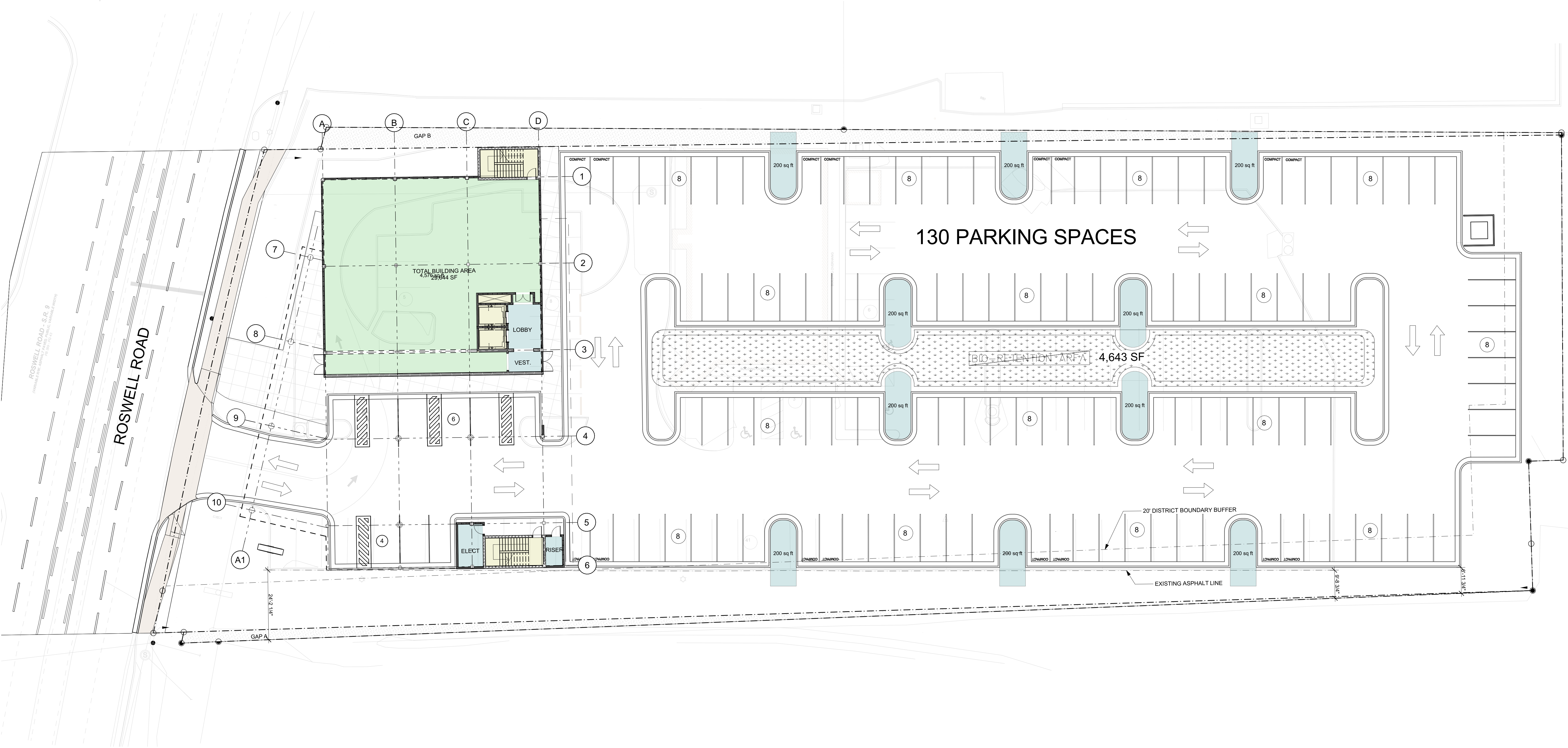
COUNTY: FULTON

SCALE: 1" = 20'

DATE: 03-30-2022

C-5.0

DRAWING NO.:



SITE PLAN

PDR CAPITAL BUILDING
SANDY SPRING, GA

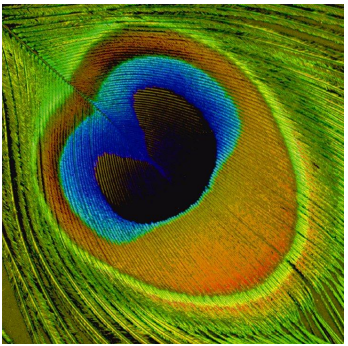


EXHIBIT "A"

ALL THAT TRACT OF PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD – S.R.9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A CAPPED #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD – S.R.9, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE AFORESAID RIGHT OF WAY S 89°33'00" E A DISTANCE OF 19.50' TO A POINT; THENCE TURNING AND RUNNING ALONG THE EASTERN RIGHT OF WAY LINE OF THE AFORESAID ROSWELL ROAD, ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 7.85', WITH A RADIUS OF 2902.06', WITH A CHORD BEARING OF N 15°48'55" E AND A CHORD LENGTH OF 7.85' TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY AND RUNNING ALONG THE COMMON BOUNDARY LINE OF THE PROPERTY NOW OR FORMERLY OF MALLIE PROPERTIES, LLC, AS PER DEED BOOK 45614, PAGE 193, FULTON COUNTY, GEORGIA RECORDS (PER DEED SAID CALL IS, S89°32'41" E A DISTANCE OF 179.53) PER SURVEY SAID CALL IS, S 88°38'54" E A DISTANCE OF 179.52'; THENCE RUNNING ALONG THE COMMON BOUNDARY LINE OF THE PROPERTY NOW OR FORMERLY OF MALLIE PROPERTIES, LLC, AS PER DEED BOOK 37106, PAGE 539, AFORESAID RECORDS (PER DEED SAID CALL IS, S88°31'15"E A DISTANCE OF 261.97 TO #4 REBAR FOUND) PER SURVEY SAID CALL IS, S88°38'54"E A DISTANCE OF 248.95' #4 REBAR FOUND; THENCE RUNNING ALONG THE COMMON BOUNDARY LINE OF THE PROPERTY NOW OR FORMERLY OF PROVENANCE AT SANDY SPRINGS TOWNHOME ASSOCIATION, INC., AS PER DEED BOOK 59798, PAGE 635, AFORESAID RECORDS, S 00°47'50" W A DISTANCE OF .82'; THENCE CONTINUING ALONG SAID COMMON BOUNDARY LINE, S 00°47'50" W A DISTANCE OF 112.77' TO A #4 REBAR SET; THENCE TURNING AND CONTINUING ALONG SAID COMMON BOUNDARY LINE S 89°18'00" W A DISTANCE OF 12.00' TO A #4 REBAR SET; THENCE

TURNING AND CONTINUING ALONG SAID COMMON BOUNDARY LINE S 00°43'35" E A DISTANCE OF 44.89 TO A #4 REBAR FOUND; THENCE TURNING AND CONTINUING ALONG SAID COMMON BOUNDARY LINE, S 88°52'26" W A DISTANCE OF 456.24' TO A #4 REBAR FOUND, AS SHOWN ON PLAT BOOK 415, PAGE 66, AFORESAID RECORDS; THENCE CONTINUING ALONG SAID COMMON BOUNDARY LINE, S88°52'26" W A DISTANCE OF 12.87' TO A #4 REBAR FOUND; THENCE TURNING AND RUNNING ALONG SAID COMMON BOUNDARY LINE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 3.91', WITH A RADIUS OF 1759.07', WITH A CHORD BEARING OF N 13°09'32" E, AND A CHORD LENGTH OF 3.91' TO A #4 REBAR SET; THENCE TURNING AND CONTINUING ALONG SAID COMMON BOUNDARY LINE, S 89°20'14" W A DISTANCE OF 10.56 TO #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY OF ROSWELL ROAD – S.R.9; THENCE TURNING AND RUNNING ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD – S.R.9 WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 15.00', A RADIUS OF 1769.32', A CHORD BEARING OF N 13°23'00" E, AND A CHORD LENGTH OF 15.00' TO A POINT; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 157.02', A RADIUS OF 2920.88', A CHORD BEARING OF N 14°05'44" E, AND A CHORD LENGTH OF 157.00' TO A #4 CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD – S.R.9, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

SAID PARCEL HAVING AN AREA OF 78,746 SQUARE FEET, OR 1.8077 ACRES AND IS THE SAME PROPERTY SHOWN ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY FOR: CORNERPOINT PARTNERS, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY, PREPARED BY GEORGIA CIVIL, G. BRIAN SLATE, GRLS NO. 2629, DATED DECEMBER 21, 2018.

Legal Description Continues on Next Page

EXHIBIT "A"**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R.9 (VARIABLE WM THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE S 89°33'00" E A DISTANCE OF 449.99' TO A #4 REBAR FOUND; THENCE S 00°47'50" W A DISTANCE OF 112.77' TO A POINT; THENCE S 89°18'00" W A DISTANCE OF 12.00' TO A #4 REBAR FOUND; THENCE S 00°43'35" E A DISTANCE OF 44.89' TO A #4 REBAR FOUND; THENCE S 89°20'14" W A DISTANCE OF 478.72' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R.9; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R.9 WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 15.00', A RADIUS OF 1769.32', A CHORD BEARING OF N 13°23'00" E, AND A CHORD LENGTH OF 15.00'; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 157.02', A RADIUS OF 2920.88', A CHORD BEARING OF N 14°05'44" E, AND A CHORD LENGTH OF 157.00' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R. 9, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 75,813 SQUARE FEET, OR 1.7404 ACRES AND IS THE SAME PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: 1019.0070(0), EFFECTIVE DATE: NOVEMBER 27, 2018 AT 5:00 P.M.

BEING FURTHER DESCRIBED AS:**AS SURVEYED LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R.9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING THE AFORESAID RIGHT OF WAY LINE S 88°29'01" E A DISTANCE OF 448.05' TO A #4 REBAR FOUND; THENCE S 00°47'50" W A DISTANCE OF 112.77' TO A POINT; THENCE S 89°18'00" W A DISTANCE OF 12.00' TO A #4 REBAR FOUND; THENCE S 00°43'35" E A DISTANCE OF 44.89' TO A #4 REBAR FOUND; THENCE S 88°48'58" W A DISTANCE OF 479.75' TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R.9; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R.9 WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 19.48', A RADIUS OF 1148.66', A CHORD BEARING OF N 13°08'25" E, AND A CHORD LENGTH OF 19.48' TO A POINT; THENCE CONTINUING ALONG THE AFORESAID RIGHT OF WAY LINE WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 165.60', A RADIUS OF 3080.52', A CHORD BEARING OF N 14°05'44" E, AND A CHORD LENGTH OF 165.58' TO A TO A CAPPED REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD - S.R. 9, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 78,746 SQUARE FEET, OR 1.8077 ACRES AND IS THE SAME PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: 1019.0070(O)(R), EFFECTIVE DATE: DECEMBER 31, 2018 AT 5:00 P.M.

AND**AS SURVEYED LEGAL DESCRIPTION GAP A**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, CONTAINING 0.0204 ACRE, (889 SF) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE FROM A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R.9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD; THENCE PROCEED ALONG THE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, THE FOLLOWING: ALONG A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 157.02', A RADIUS OF 2920.88', A CHORD BEARING OF S 14°05'44" W, AND A CHORD LENGTH OF 157.00' TO A POINT; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 15.00', A RADIUS OF 1769.32', A CHORD BEARING OF N 13°23'00" E, AND A CHORD LENGTH OF 15.00' TO A #4 REBAR SET; THENCE DEPARTING SAID RIGHT OF WAY, PROCEED N 89°20'14" E A DISTANCE OF 10.56' TO A #4 REBAR SET AND THE TRUE POINT OF BEGINNING

THENCE, FROM SAID TRUE POINT OF BEGINNING, PROCEED THE FOLLOWING: N 89°20'14" E A DISTANCE OF 468.16' TO A #4 REBAR FOUND; THENCE S 88°52'26" W A DISTANCE OF 456.24' TO A #4 REBAR; THENCE S 88°52'28" W A DISTANCE OF 12.87' TO A #4 REBAR FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 3.91', WITH A RADIUS OF 1759.07', WITH A CHORD BEARING OF N 13°09'32" E, AND A CHORD LENGTH OF 3.91' TO A #4 REBAR SET AND THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0204 ACRE, (889 SF).

Legal Description Continues on Next Page

AND

AS SURVEYED LEGAL DESCRIPTION GAP B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 17TH LAND DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, CONTAINING 0.0414 ACRE, (1,803 SF) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE FROM A CONCRETE MONUMENT FOUND AT THE RIGHT OF WAY INTERSECTION OF ABERNATHY ROAD (VARIABLE R/W) AND ROSWELL ROAD - S.R 9 (VARIABLE R/W) THENCE S 27°15'32" W A DISTANCE OF 931.29' TO A #4 REBAR SET ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD; THENCE S 89°33'00" E A DISTANCE OF 19.50' TO A POINT AND THE TRUE POINT OF BEGINNING.

THENCE, FROM SAID TRUE POINT OF BEGINNING, CONTINUE ALONG THE EASTERN RIGHT OF WAY LINE OF ROSWELL ROAD, ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 7.85', WITH A RADIUS OF 2902.06', WITH A CHORD BEARING OF N 15°48'55" E AND A CHORD LENGTH OF 7.85' TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, PROCEED PROCEED THE FOLLOWING: S 88°38'54" E a distance of 179.52' TO A #5 REBAR FOUND; THENCE S 88°38'54" E A DISTANCE OF 248.95' TO A POINT; THENCE S 00°47'50" W a distance of 0.82' TO A #4 REBAR FOUND; THENCE N 89°33'00" W A DISTANCE OF 430.49' BACK TO THE TRUE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0414 ACRE, (1,803 SF)

End of Legal Description



SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT
Board of Appeals Meeting, June 8, 2022

Case: **V22-0016 6825 Heathfield Drive**
Staff Contact: Helen Owens (howens@sandyspringsga.gov)
Report Date: May 27, 2022

REQUEST

Request for a variance from Section 2.3.2., Section 6.5.2.B.1. to allow for encroachment of an attached garage into the side street setback an additional 4' 4 and 1/4" (a total of up to 9' 9").

APPLICANT

Property Owner(s): Philip and Kristen Cranmer	Petitioner(s): Bill Caldwell	Representative(s): Bill Caldwell
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RECOMMENDATIONS

Department of Community Development

Staff recommends **Denial** of **Variance(s)** V22-0016.

MATERIALS SUBMITTED AND REVIEWED

Materials:

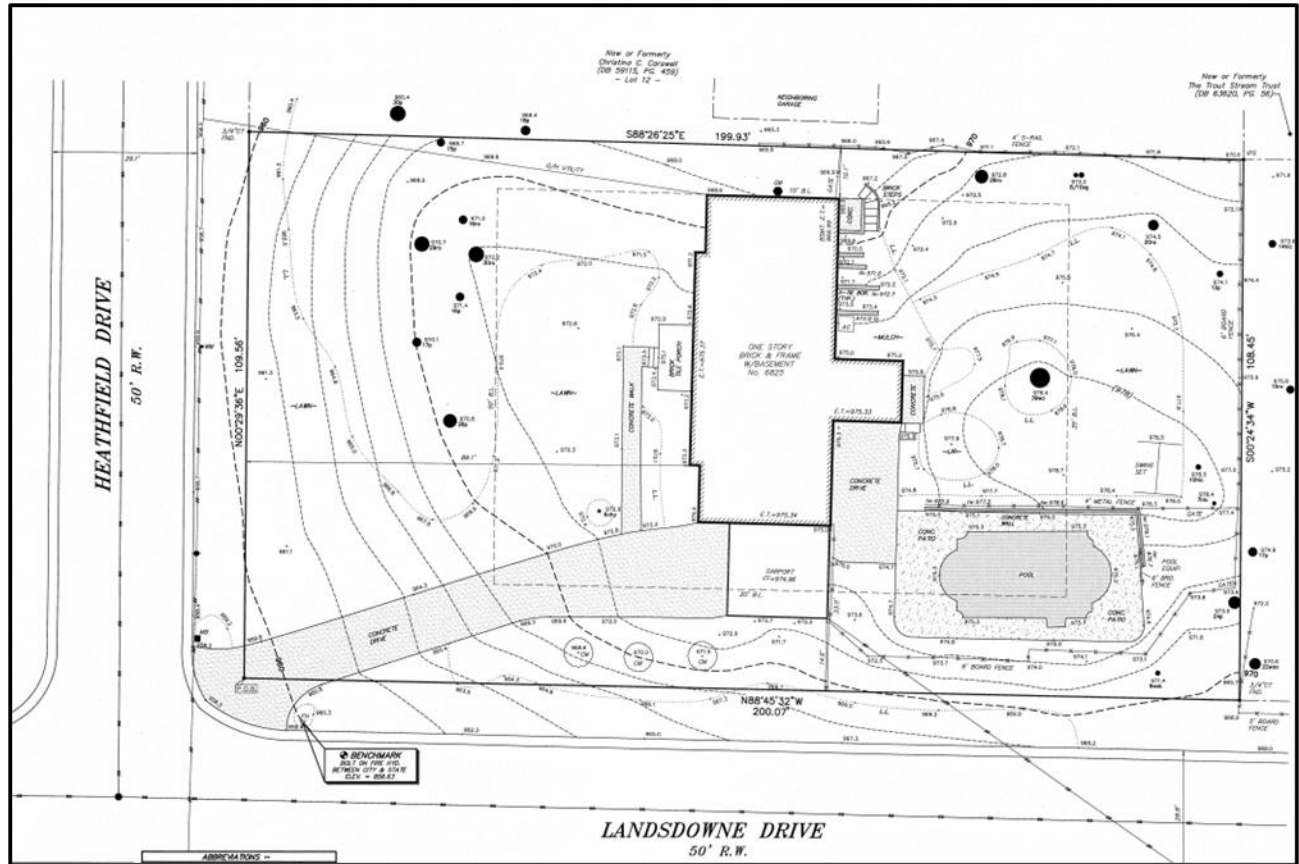
1. V22-0016 Application, received April 8, 2022

Plans:

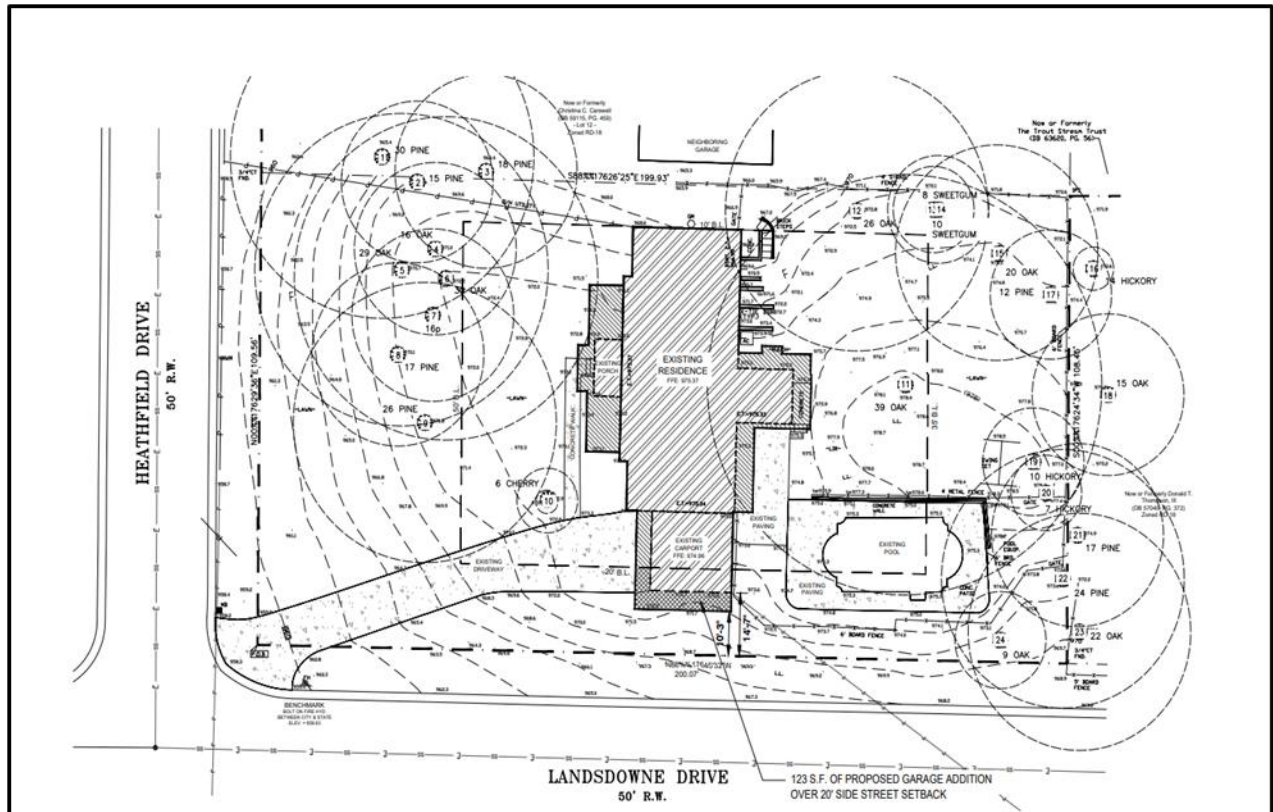
1. "6825 Heathfield Drive V-1.0 site plan" prepared by BCLA Design, LLC., dated April 8, 2022. Received April 8, 2022.
2. "Heathfield Drive 6825 Survey" prepared by BCLA Design, LLC., dated January 3, 2022. Received April 8, 2022.
3. "Variance-Narrative Letter" prepared by Philip and Kristen Cranmer, dated April 8, 2022. Received April 8, 2022

PROPERTY INFORMATION	
Location:	6825 Heathfield Drive (Parcel # 17 012600020225)
Council District:	3- Jody Reichel
Neighborhood:	Wyndham Hills
Road frontage:	Front: Approximately 105 feet Side Corner: Approximately 200 feet
Depth:	Approximately 226 feet
Acreage:	Approximately 0.50 acres
Current Zoning:	RD-18 (Residential Detached)
Existing Land Use:	Residential
Previous Zoning Cases:	N/A
Character Area:	Protected Neighborhood

EXISTING CONDITIONS SURVEY (received April 8, 2022) (full size Survey in Package)



PROPOSED SITE PLAN (received April 8, 2022) (full size Survey in Package)



PROPOSED DEVELOPMENT

The .54-acre subject property is developed with a single unit detached residence and attached carport. The applicants are currently renovating the ranch-style house (built in 1958) in the Wyndham Hills subdivision, including expanding the current carport and turning it into a garage. While existing carports are allowed to be improved into garages while nonconforming in location on a property, the proposed garage could not be permitted without a variance as it proposes to increase its encroachment into the side corner lot setback.

Per the Development Code 2.3.2. Section *Placement and Height*

- RD-18 side-street setback is 20' minimum.

Per the Development Code Section 6.5.2.B.1. *Single Unit Detached Dwelling*

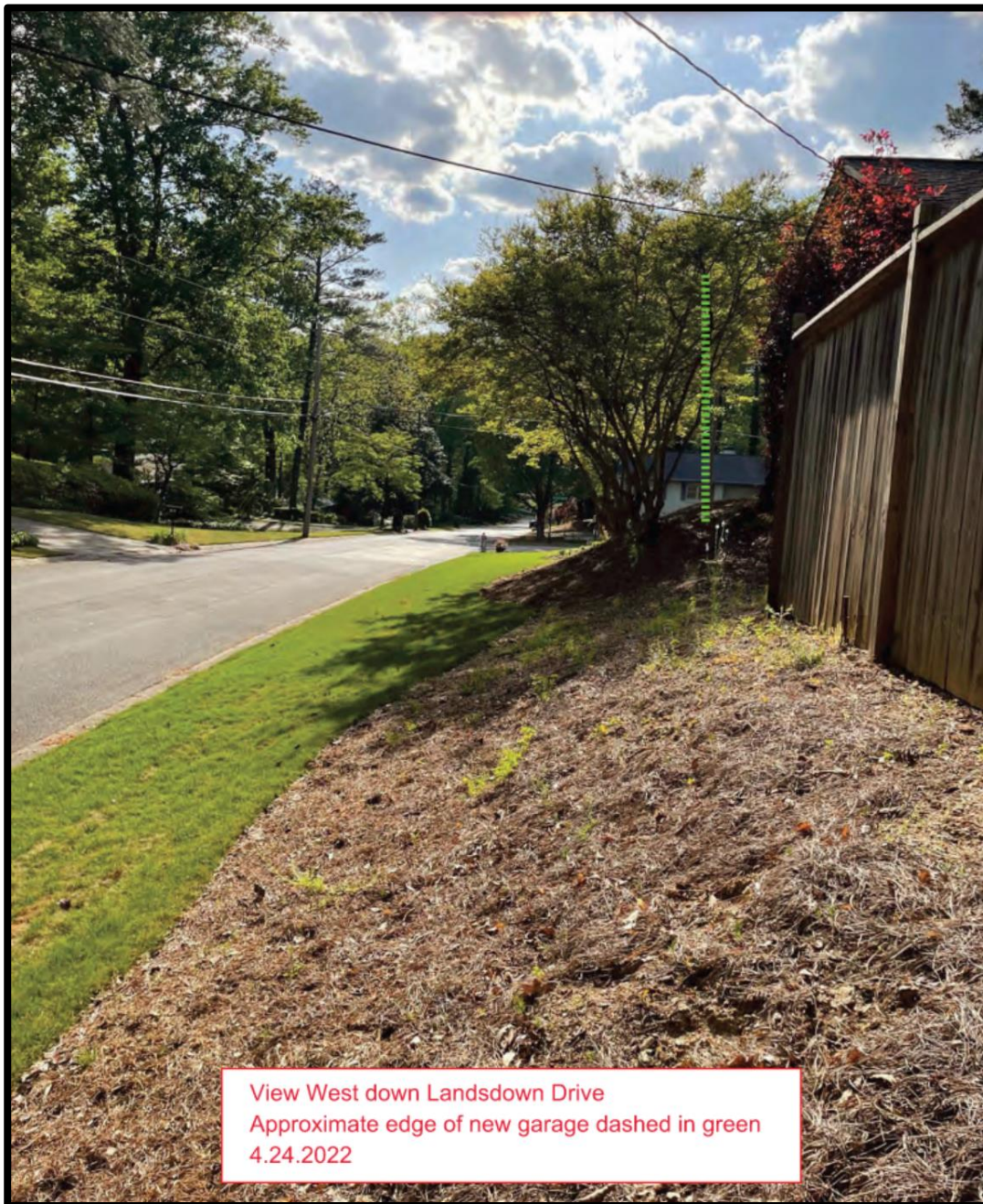
- No garage may encroach into a required setback, except where an alley provides access, in which case the garage may encroach into the rear setback.



View of subject property facing east from Heathfield Drive.



View of proposed extent of encroachment facing west.

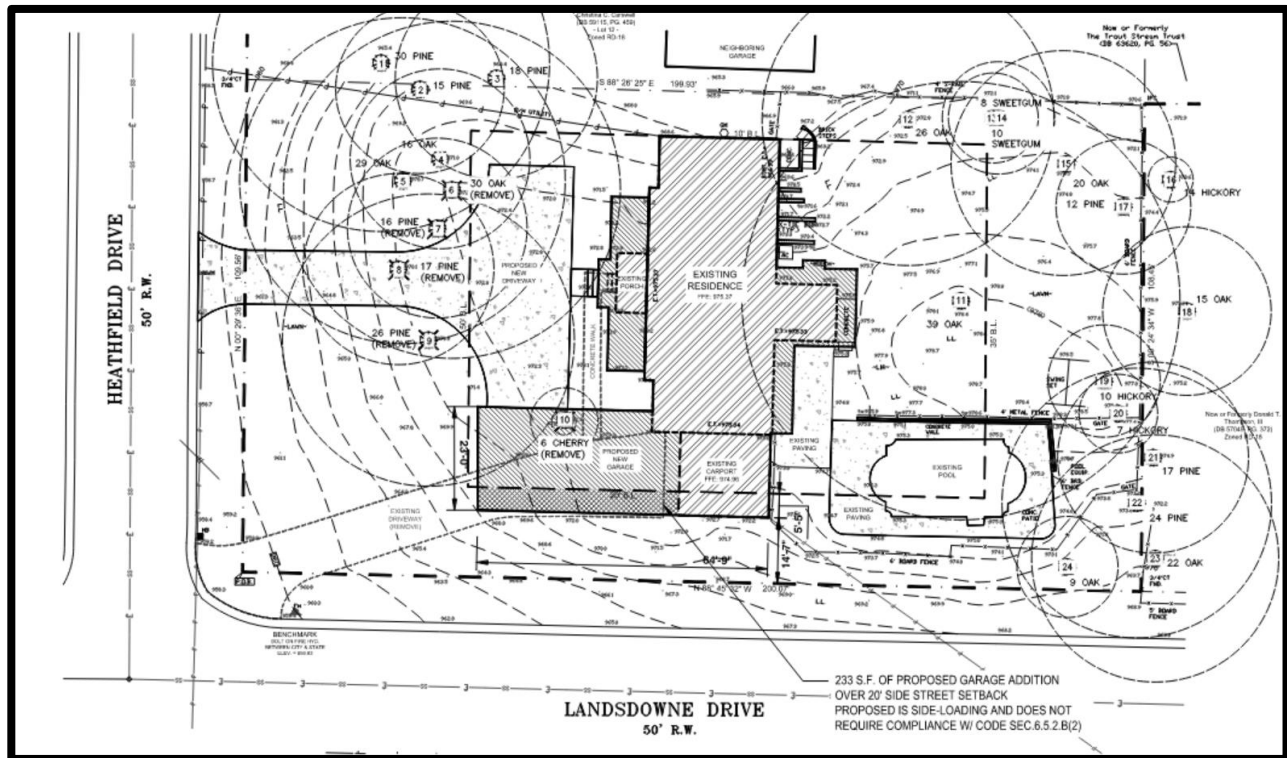


(All site photos provided by applicant within application.)



View West down Landsdown Drive
Approximate edge of new garage dashed in green
4.24.2022

Alternative Site Plan proposed by applicant.



While this alternative shows a “side-entry” alternative that would be more intrusive into the side-street setback, a side-entry could be entirely constructed within the buildable area based on space remaining within the front setback and the general layout of the property.

SIMILAR HOMES IN THE NEIGHBORHOOD

Next door to the applicant property (6825 Heathfield Drive).



View of neighbor across the street from property, with two-car garage (6825 Heathfield Drive).

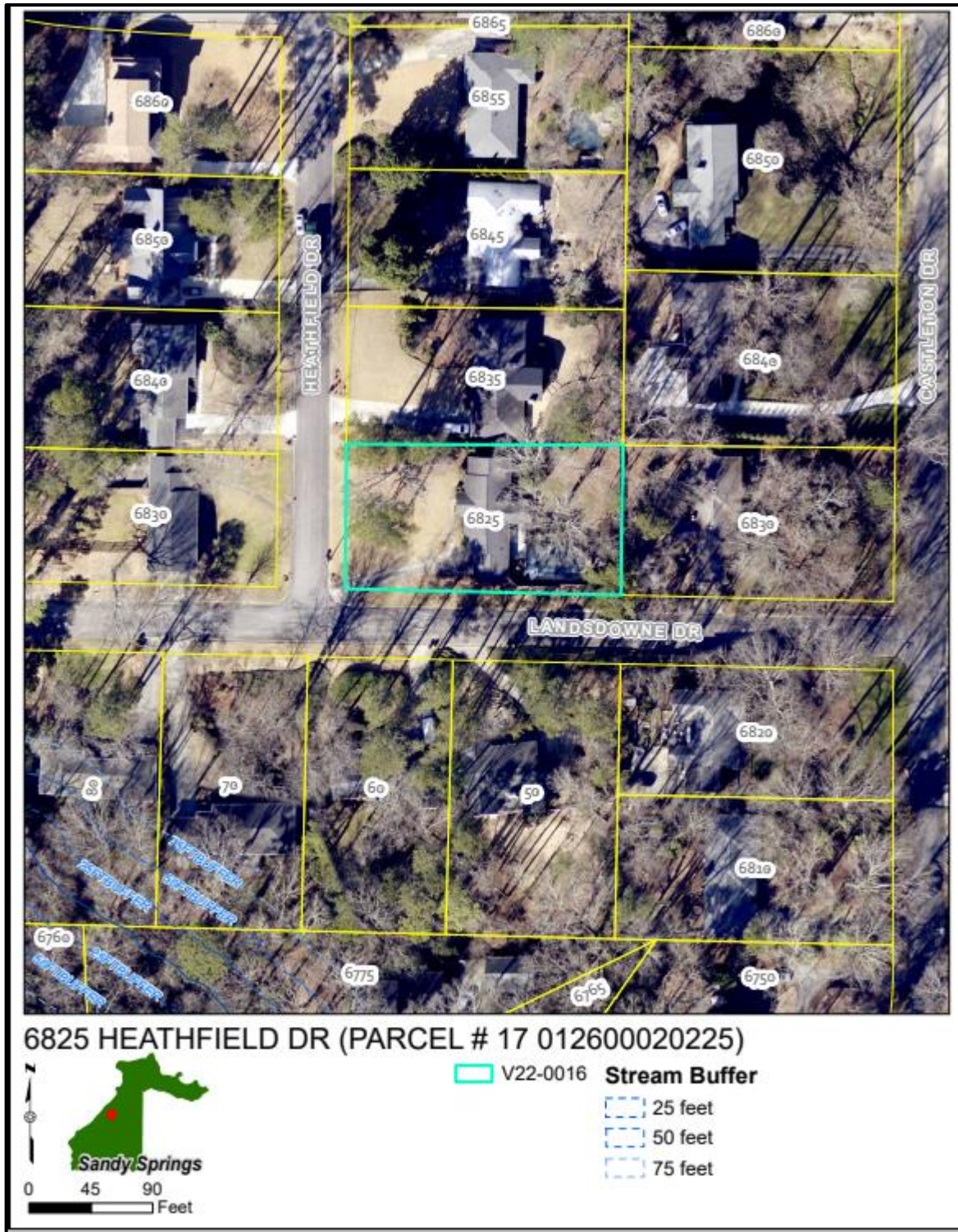


A similar style home in the neighborhood (Wyndham Hills).

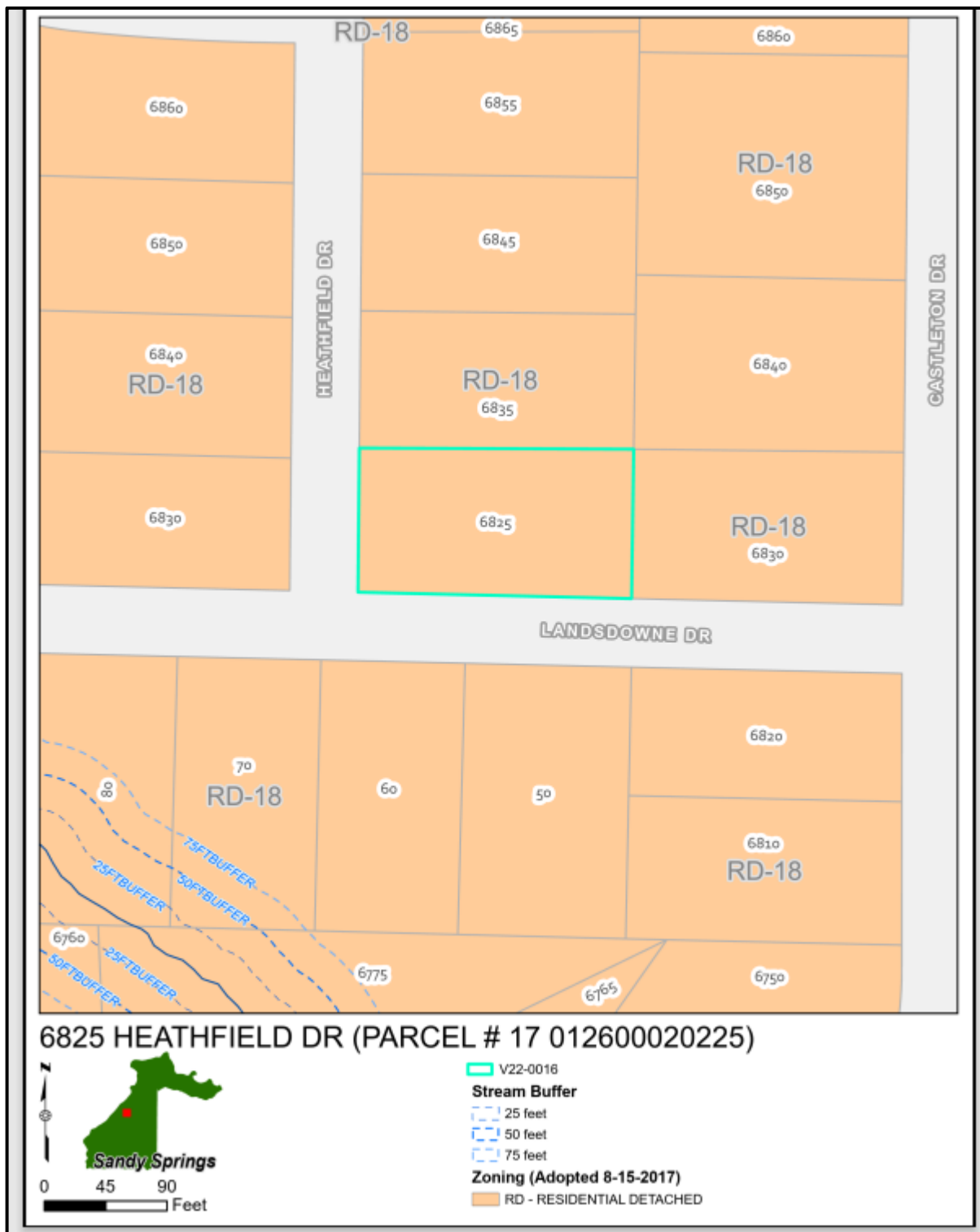


EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North (adjacent)	RD-18/ Single Unit Detached	6835 Heathfield Drive NW	0.46
West (adjacent)	RD-18/ Single Unit Detached	6830 Heathfield Drive NW	0.46
South (adjacent)	RD-18/ Single Unit Detached	60 Landsdowne Drive NW	0.48
South	RD-18/ Single Unit Detached	50 Landsdowne Drive NW	0.55
East	RD-18/ Single Unit Detached	6830 Castleton Drive	0.53
East (adjacent)	--	Heathfield Drive	--
PROPOSED DEVELOPMENT			
--	RD-18/ Single Unit Detached	6825 Heathfield Drive NW	0.50

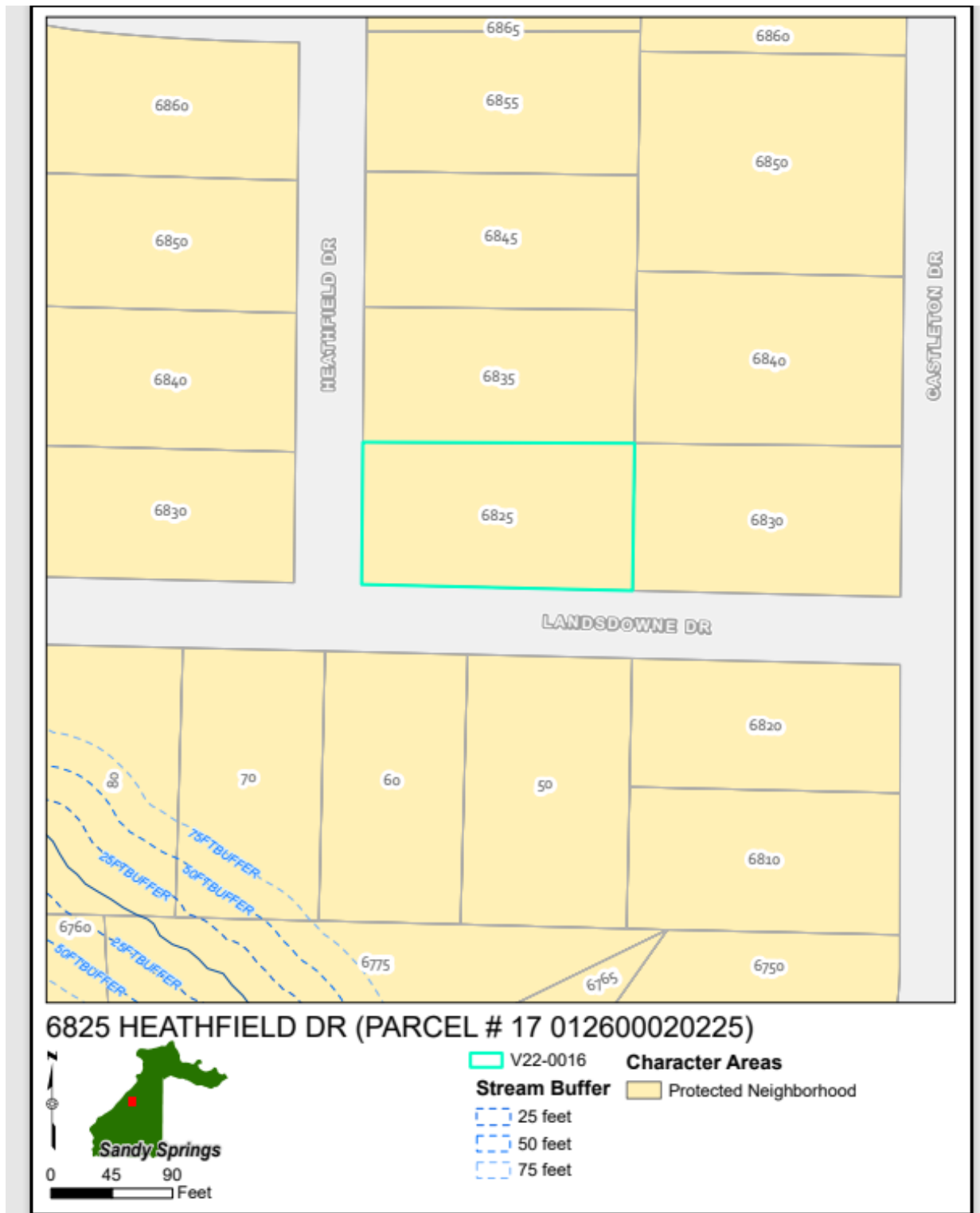
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



V22-0016 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 a hardship. The existing carport is currently four feet within the side-street setback. The residence currently enjoys a location for vehicles to be parked with cover. Additionally, there is considerable buildable area on the lot in the front yard remaining, where a side-entry garage would be viable without the need for any further variance from the Development Code. It is Staff's opinion that the application of the Development Code would create an inconvenience.

- 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: It is Staff's view that there are no extraordinary or exceptional conditions due to the size, shape or the topography of the subject site as a whole. While the property does have a fair amount of topographical change, it is not unique to the area. The size and shape of the property are also very similar to properties in the area.

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 size, shape, and topography of the subject property are not the result of action or inaction of the current property owners. The attached garage was built with the home in 1958, according to the Fulton County Tax Assessors.

- 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 not provide the minimum relief necessary to make possible the reasonable use of the property. The existing circumstances provide for a place to shelter cars and goods typically associated with accommodation for reasonable residential living. Additionally, there is alternative space remaining within the buildable area to design expansion that meets the Development Code.

- 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 or *The Next Ten Comprehensive Plan*. A major feature of *The Next Ten* is to protect and preserve the City's neighborhoods, and a way in which that is executed is through building setbacks and other regulations governing the location of buildings and structures. Thus, the request to further expand encroachment into the side-street setback does not support the *Next Ten*.

COMMENTS FROM OTHER PARTIES
Sandy Springs Public Works: No comment provided. Sandy Springs City Engineer (Site): No comment provided. Sandy Springs Land Development Manager: No comment provided. 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 Denial of Variance(s) V22-0016 for relief from Section 2.3.2., Section 6.5.2.B.1. to allow for encroachment of an attached garage into the side street setback an additional 4' 4" and ¼" (a total of up to 9' 9").



SANDY SPRINGS
GEORGIA

Case No.: **V22-0016**
Planner's initials: **H.O.**

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6825 Heathfield Drive Sandy Springs, GA 30328	
	Parcel Tax ID(s): 17 012600020225	
	Total acreage: 0.50 Acre	Council District: District 3
	Current zoning: RD-18	Current use: single family residence
	Character Area: Protected Neighborhood	

APPLICATION	Detailed request (include Code Section No.):	
	Sec. 2.3.2 - Allow for the encroachment of a residential structure, specifically a garage, into the side street setback. The encroachment requested is for 126 square feet of the proposed garage addition to reside within 10-feet of the property line / ROW which is a 20-foot building setback fronting Landsdowne Drive. The proposed garage will encroach an additional 4-feet, 7-inches into the side street setback of Landsdowne Drive, the current carport encroaches 5-feet, 5-inches into the setback. The proposed garage will be recessed 5-feet, 1-inch from the front plane of the house and will constitute 35% of the front faced of the house as a percentage of linear feet of house facade.	
	Petitioner: Bill Caldwell, BCLA Design LLC	
	Petitioner's address: [REDACTED]	
	[REDACTED]	
	Phone: [REDACTED]	Email: [REDACTED]
	[REDACTED]	

OWNER	Property owner: Philip Cranmer and Kristen Cranmer	
	Owner's address: 6825 Heathfield Drive	
	Sandy Springs, GA 30328	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): <i>[Signature]</i>	
<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:	Anticipated Application date: 04/26/2022
Anticipated BOA date: 06/08/2022	
ADDITIONAL INFORMATION NEEDED:	



SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT
Board of Appeals Meeting, June 8, 2022

Case: **V22-0016 6825 Heathfield Drive**
Staff Contact: Helen Owens (howens@sandyspringsga.gov)
Report Date: May 27, 2022

REQUEST

Request for a variance from Section 2.3.2., Section 6.5.2.B.1. to allow for encroachment of an attached garage into the side street setback an additional 4' 4 and 1/4" (a total of up to 9' 9").

APPLICANT

Property Owner(s): Philip and Kristen Cranmer	Petitioner(s): Bill Caldwell	Representative(s): Bill Caldwell
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RECOMMENDATIONS

Department of Community Development

Staff recommends **Denial** of **Variance(s)** V22-0016.

MATERIALS SUBMITTED AND REVIEWED

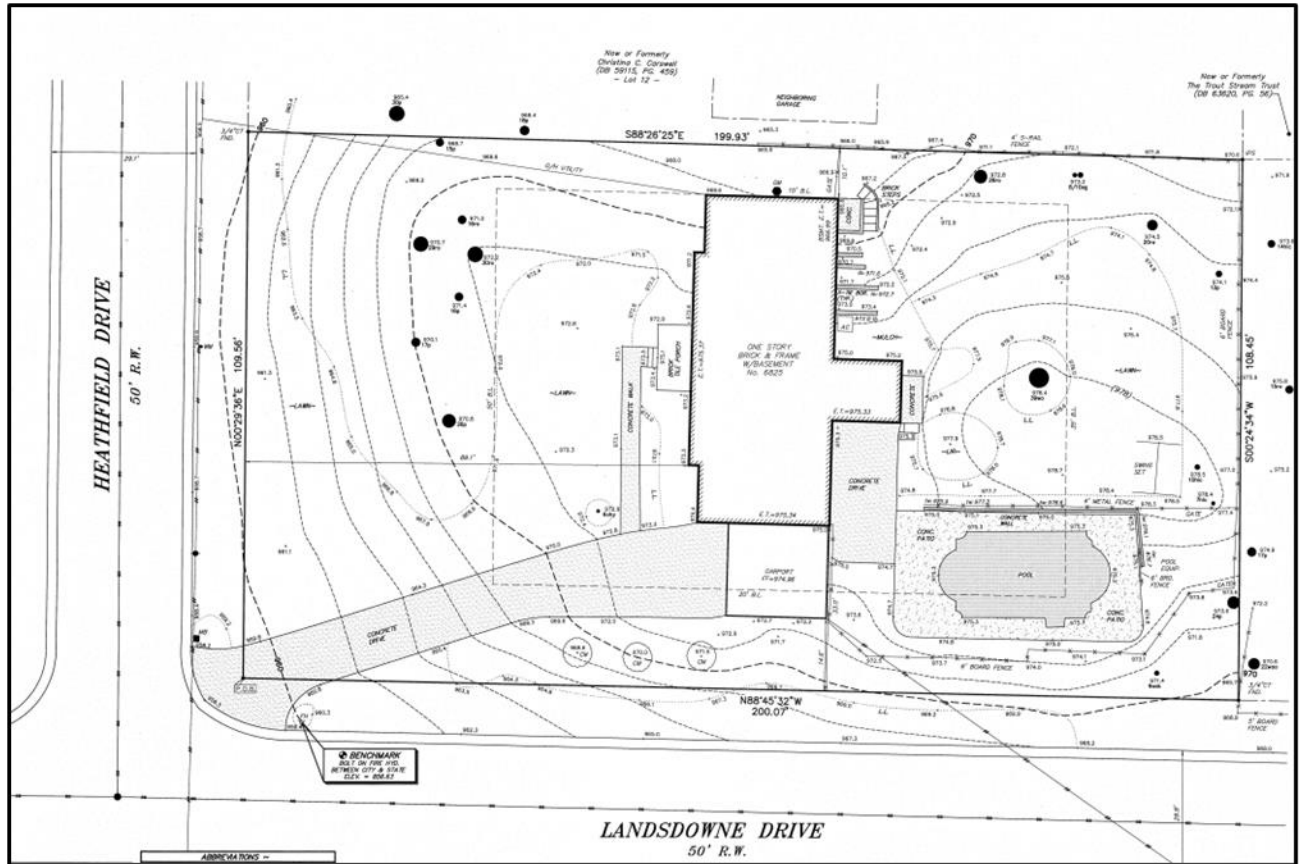
Materials:

1. V22-0016 Application, received April 8, 2022

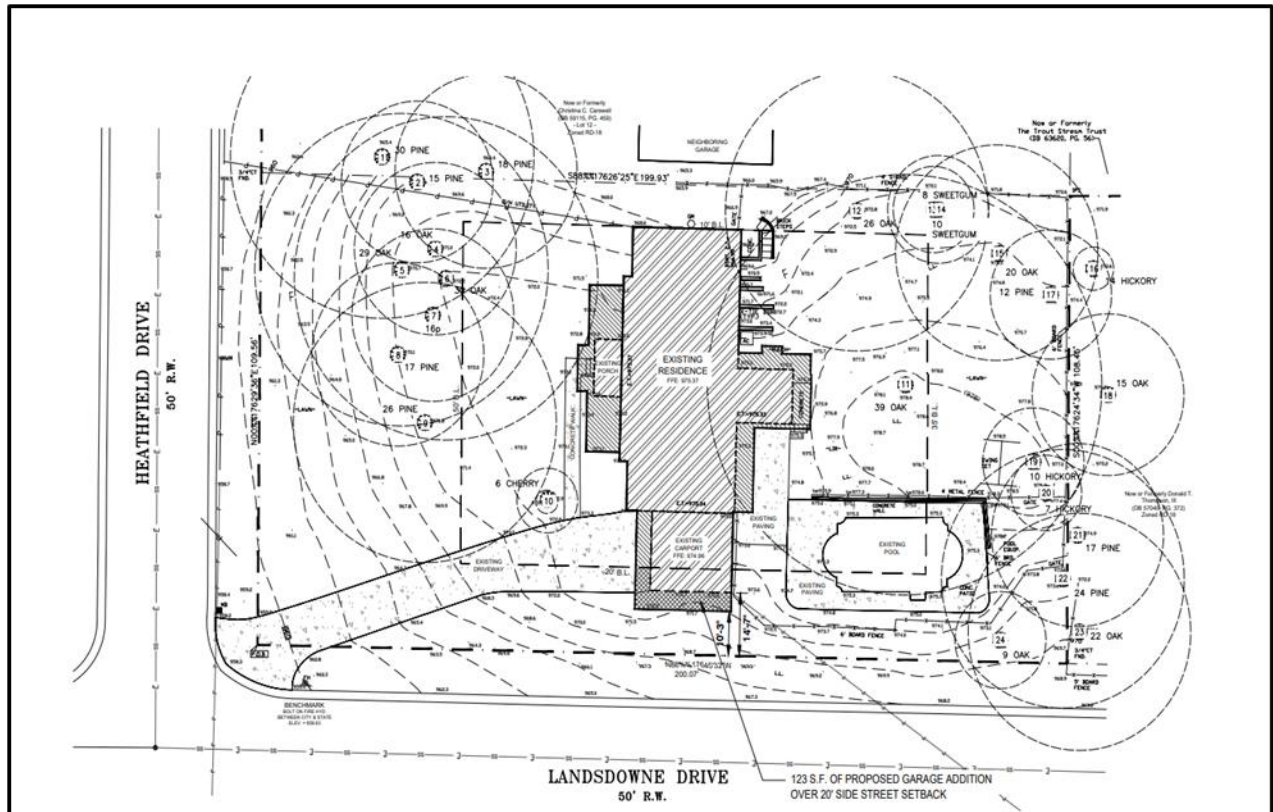
Plans:

1. "6825 Heathfield Drive V-1.0 site plan" prepared by BCLA Design, LLC., dated April 8, 2022. Received April 8, 2022.
2. "Heathfield Drive 6825 Survey" prepared by BCLA Design, LLC., dated January 3, 2022. Received April 8, 2022.
3. "Variance-Narrative Letter" prepared by Philip and Kristen Cranmer, dated April 8, 2022. Received April 8, 2022

PROPERTY INFORMATION	
Location:	6825 Heathfield Drive (Parcel # 17 012600020225)
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Neighborhood:	Wyndham Hills
Road frontage:	Front: Approximately 105 feet Side Corner: Approximately 200 feet
Depth:	Approximately 226 feet
Acreage:	Approximately 0.50 acres
Current Zoning:	RD-18 (Residential Detached)
Existing Land Use:	Residential
Previous Zoning Cases:	N/A
Character Area:	Protected Neighborhood



PROPOSED SITE PLAN (received April 8, 2022) (full size Survey in Package)



PROPOSED DEVELOPMENT

The .54-acre subject property is developed with a single unit detached residence and attached carport. The applicants are currently renovating the ranch-style house (built in 1958) in the Wyndham Hills subdivision, including expanding the current carport and turning it into a garage. While existing carports are allowed to be improved into garages while nonconforming in location on a property, the proposed garage could not be permitted without a variance as it proposes to increase its encroachment into the side corner lot setback.

Per the Development Code 2.3.2. Section *Placement and Height*

- RD-18 side-street setback is 20' minimum.

Per the Development Code Section 6.5.2.B.1. *Single Unit Detached Dwelling*

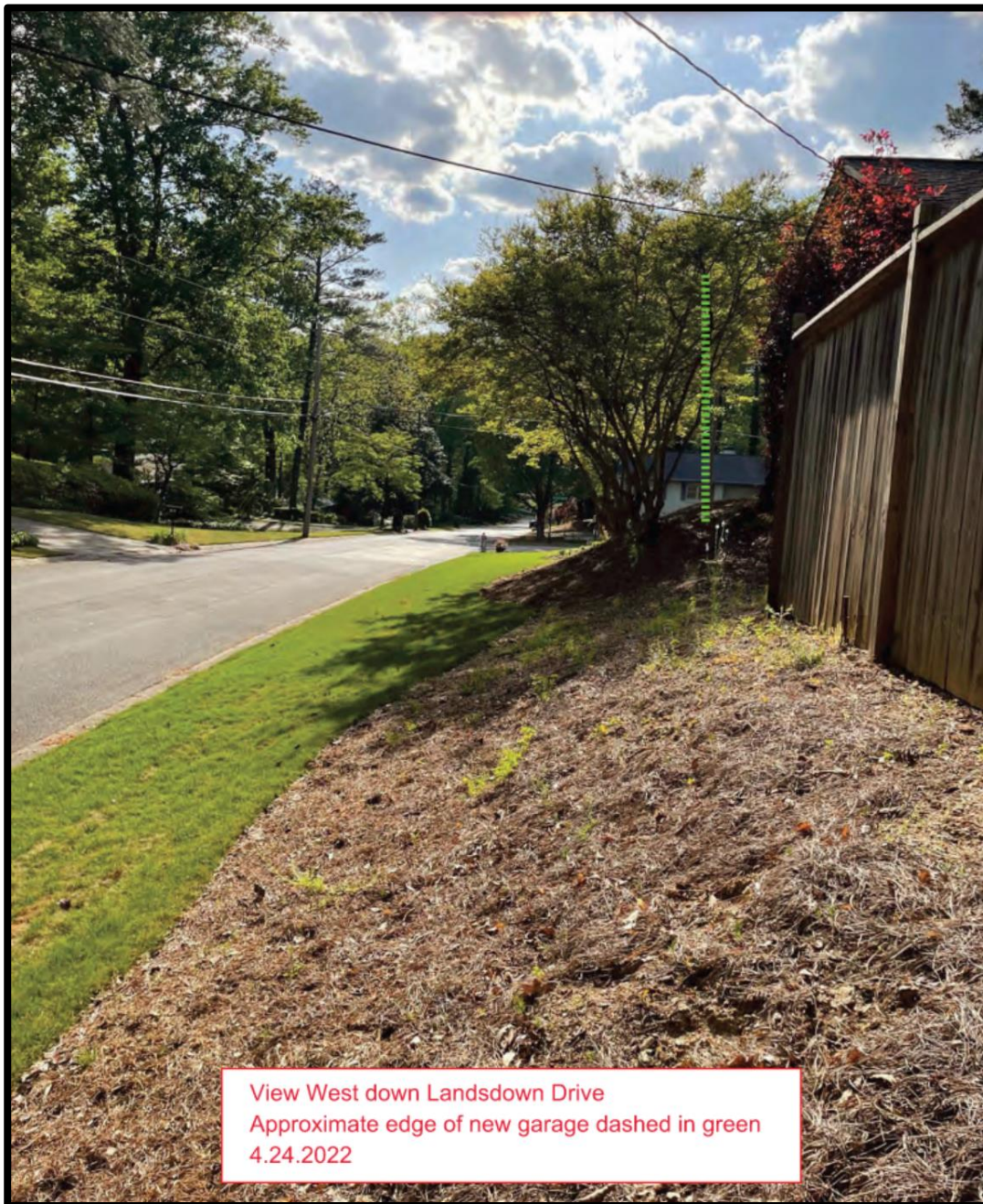
- No garage may encroach into a required setback, except where an alley provides access, in which case the garage may encroach into the rear setback.



View of subject property facing east from Heathfield Drive.



View of proposed extent of encroachment facing west.

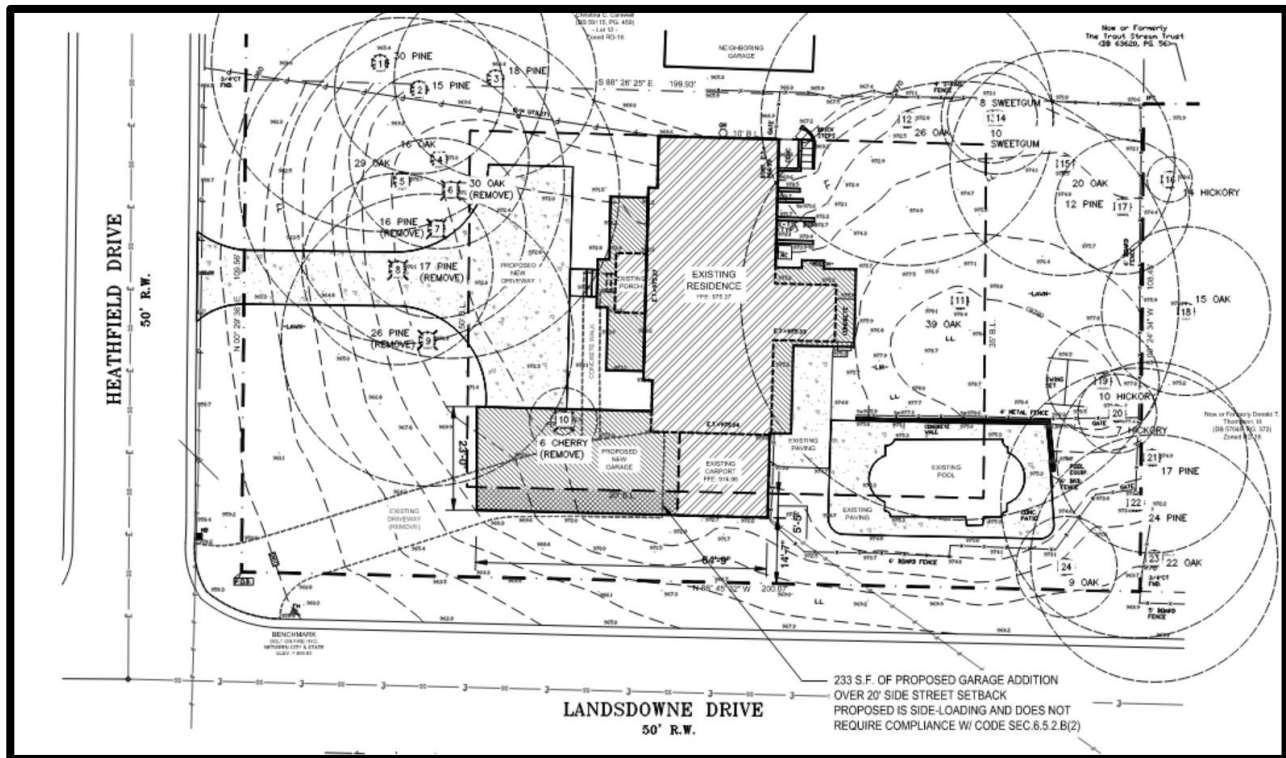


(All site photos provided by applicant within application.)



View West down Landsdown Drive
Approximate edge of new garage dashed in green
4.24.2022

Alternative Site Plan proposed by applicant.



While this alternative shows a “side-entry” alternative that would be more intrusive into the side-street setback, a side-entry could be entirely constructed within the buildable area based on space remaining within the front setback and the general layout of the property.

SIMILAR HOMES IN THE NEIGHBORHOOD

Next door to the applicant property (6825 Heathfield Drive).



View of neighbor across the street from property, with two-car garage (6825 Heathfield Drive).

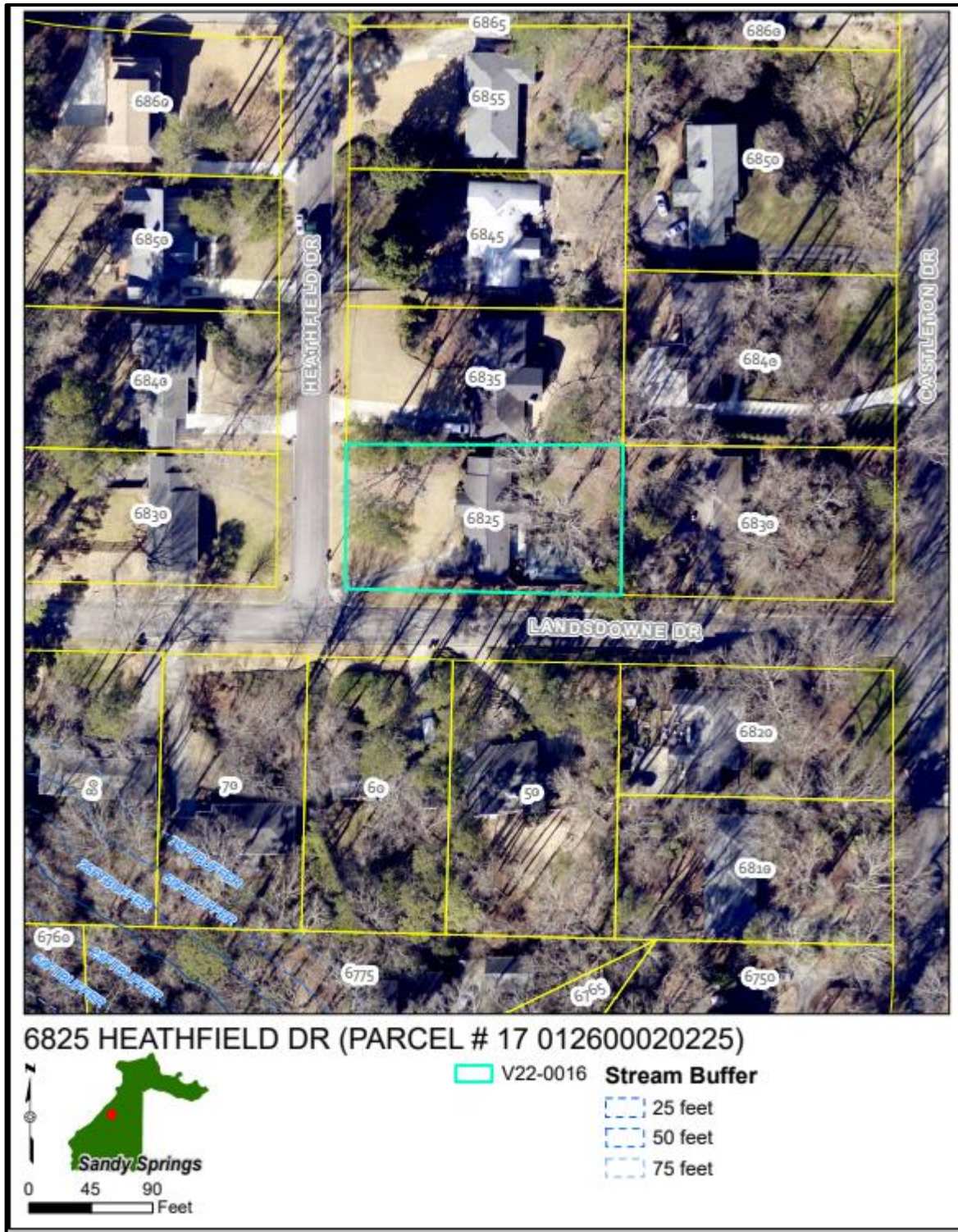


A similar style home in the neighborhood (Wyndham Hills).

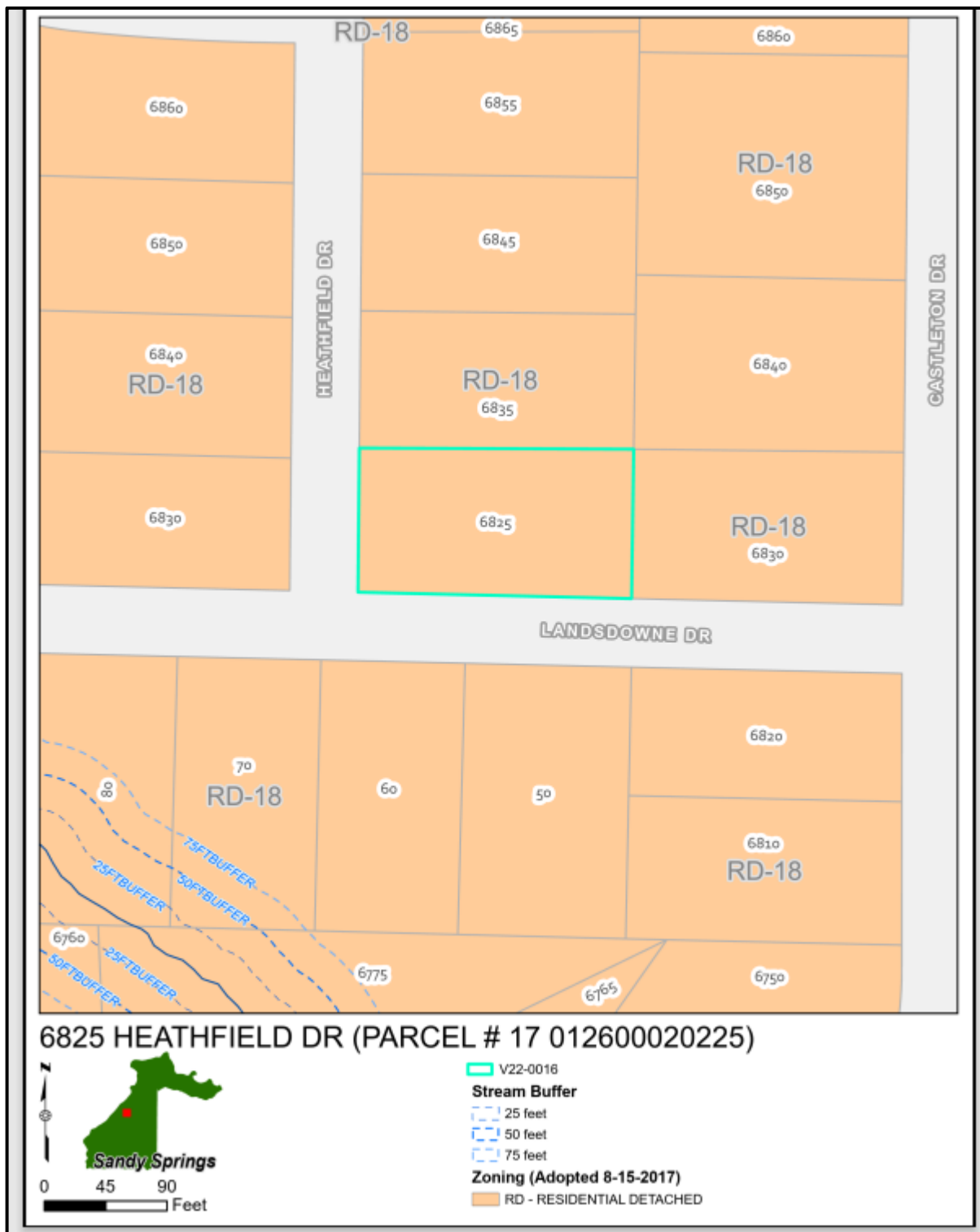


EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North (adjacent)	RD-18/ Single Unit Detached	6835 Heathfield Drive NW	0.46
West (adjacent)	RD-18/ Single Unit Detached	6830 Heathfield Drive NW	0.46
South (adjacent)	RD-18/ Single Unit Detached	60 Landsdowne Drive NW	0.48
South	RD-18/ Single Unit Detached	50 Landsdowne Drive NW	0.55
East	RD-18/ Single Unit Detached	6830 Castleton Drive	0.53
East (adjacent)	--	Heathfield Drive	--
PROPOSED DEVELOPMENT			
--	RD-18/ Single Unit Detached	6825 Heathfield Drive NW	0.50

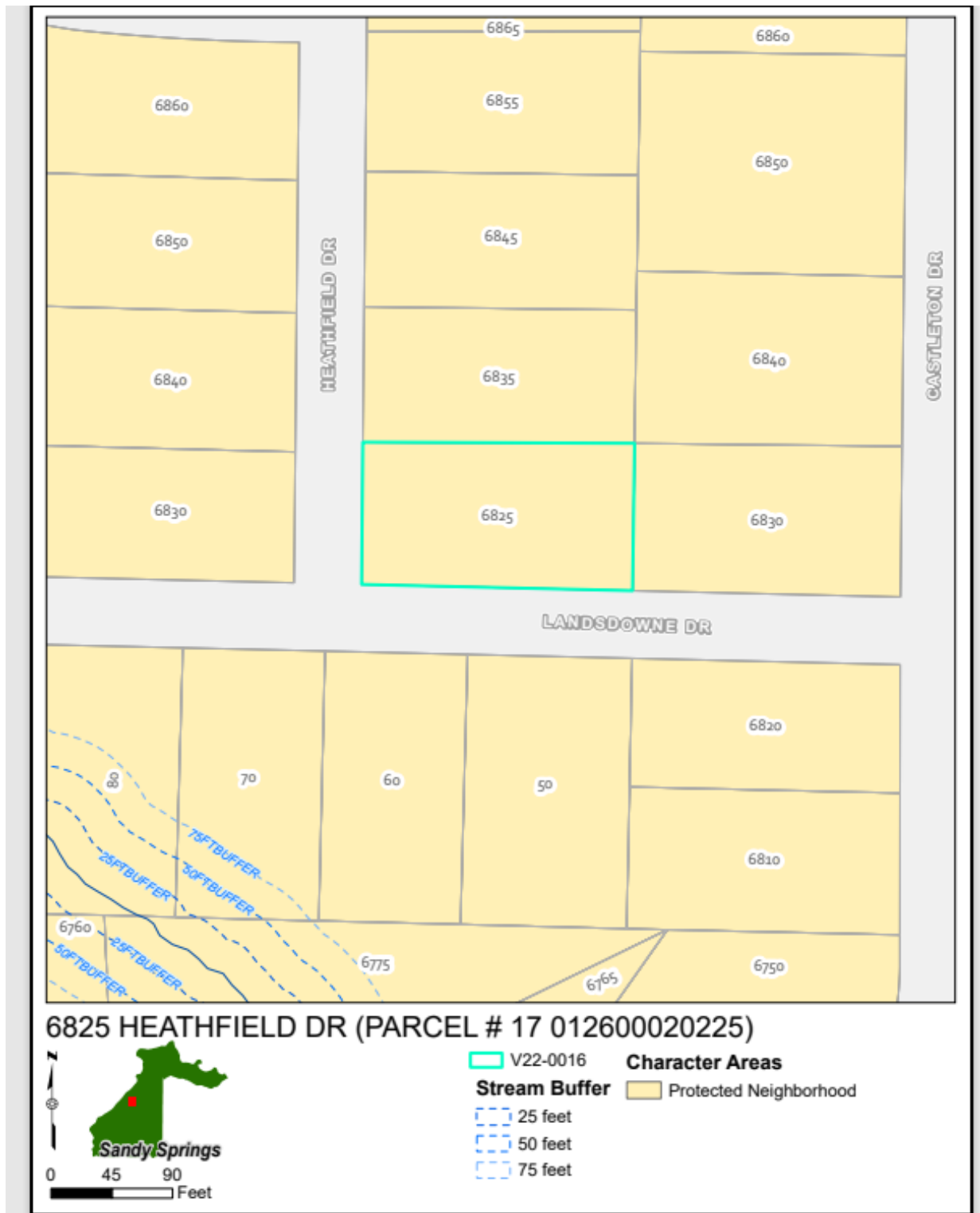
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



V22-0016 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 a hardship. The existing carport is currently four feet within the side-street setback. The residence currently enjoys a location for vehicles to be parked with cover. Additionally, there is considerable buildable area on the lot in the front yard remaining, where a side-entry garage would be viable without the need for any further variance from the Development Code. It is Staff's opinion that the application of the Development Code would create an inconvenience.

- 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: It is Staff's view that there are no extraordinary or exceptional conditions due to the size, shape or the topography of the subject site as a whole. While the property does have a fair amount of topographical change, it is not unique to the area. The size and shape of the property are also very similar to properties in the area.

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 size, shape, and topography of the subject property are not the result of action or inaction of the current property owners. The attached garage was built with the home in 1958, according to the Fulton County Tax Assessors.

- 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 not provide the minimum relief necessary to make possible the reasonable use of the property. The existing circumstances provide for a place to shelter cars and goods typically associated with accommodation for reasonable residential living. Additionally, there is alternative space remaining within the buildable area to design expansion that meets the Development Code.

- 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 or *The Next Ten Comprehensive Plan*. A major feature of *The Next Ten* is to protect and preserve the City's neighborhoods, and a way in which that is executed is through building setbacks and other regulations governing the location of buildings and structures. Thus, the request to further expand encroachment into the side-street setback does not support the *Next Ten*.

COMMENTS FROM OTHER PARTIES
Sandy Springs Public Works: No comment provided. Sandy Springs City Engineer (Site): No comment provided. Sandy Springs Land Development Manager: No comment provided. 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 Denial of Variance(s) V22-0016 for relief from Section 2.3.2., Section 6.5.2.B.1. to allow for encroachment of an attached garage into the side street setback an additional 4' 4" and ¼" (a total of up to 9' 9").



SANDY SPRINGS
GEORGIA

Case No.: **V22-0016**
Planner's initials: **H.O.**

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6825 Heathfield Drive Sandy Springs, GA 30328	
	Parcel Tax ID(s): 17 012600020225	
	Total acreage: 0.50 Acre	Council District: District 3
	Current zoning: RD-18	Current use: single family residence
	Character Area: Protected Neighborhood	

APPLICATION	Detailed request (include Code Section No.):	
	Sec. 2.3.2 - Allow for the encroachment of a residential structure, specifically a garage, into the side street setback. The encroachment requested is for 126 square feet of the proposed garage addition to reside within 10-feet of the property line / ROW which is a 20-foot building setback fronting Landsdowne Drive. The proposed garage will encroach an additional 4-feet, 7-inches into the side street setback of Landsdowne Drive, the current carport encroaches 5-feet, 5-inches into the setback. The proposed garage will be recessed 5-feet, 1-inch from the front plane of the house and will constitute 35% of the front faced of the house as a percentage of linear feet of house facade.	
	Petitioner: Bill Caldwell, BCLA Design LLC	
	Petitioner's address: [REDACTED]	
	[REDACTED]	
	Phone: [REDACTED]	Email: [REDACTED]
	[REDACTED]	

OWNER	Property owner: Philip Cranmer and Kristen Cranmer	
	Owner's address: 6825 Heathfield Drive	
	Sandy Springs, GA 30328	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): <i>[Signature]</i>	
<i>If the property is under contract, provide a copy of the contract</i>		

- TO BE FILLED OUT BY P&Z STAFF -

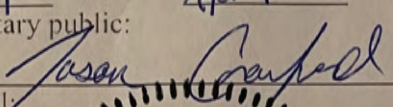
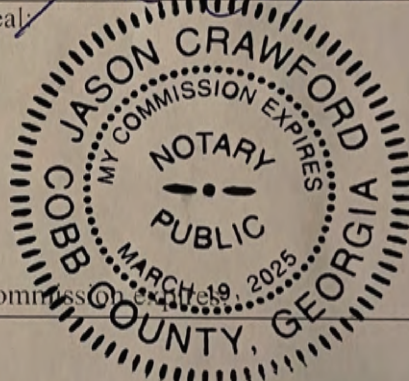
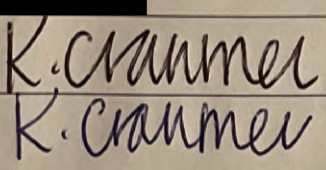
Pre-Application Meeting date:	Anticipated Application date: 04/26/2022
Anticipated BOA date: 06/08/2022	
ADDITIONAL INFORMATION NEEDED:	



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: Kristen Cranmer	Sworn and subscribed before me this <u>24</u> th day of <u>April</u> 20 <u>22</u>
Address: 6825 Heathfield Drive	
City, State, Zip Code: Sandy Springs, GA 30328	Notary public: 
Email address: [REDACTED]	Seal: 
Phone number: [REDACTED]	
Owner's signature:  K. Cranmer	

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:	<u> </u> th day of <u> </u> 20 <u> </u>
City, State, Zip Code:	
Email address:	Notary public:
Phone number:	Seal:
Applicant's signature:	
Commission expires:	

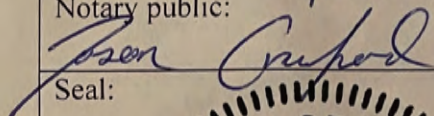
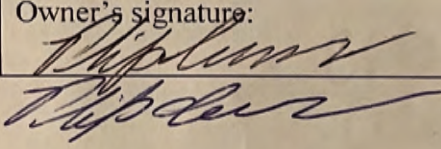


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AUTHORIZATION FORM – PART I

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: Philip Cranmer	Sworn and subscribed before me this <u>24</u> th day of <u>April</u> 20 <u>22</u> Notary public:  Seal:  Commission expires: <u>March 19, 2025</u>
Address: 6825 Heathfield Drive, NW	
City, State, Zip Code: Sandy Springs, GA 30328	
Email address: [REDACTED]	
Phone number: [REDACTED]	
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:	Sworn and subscribed before me this <u> </u> th day of <u> </u> 20 <u> </u> Notary public: Seal: Commission expires:
Company name:	
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Applicant's signature:	



SANDY SPRINGS™

GEORGIA

AUTHORIZATION FORM – PART II

C- If an agent or attorney will represent the owner and/or the Applicant:
Fill out the following section and have it notarized.

Agent's name: Bill Caldwell
Company: BCLA Design, LLC
Address: 85 Wing Mill Road
City, State, Zip Code: Sandy Springs, GA 30350
Email address: bill@bcladesign.com
Phone number: 678-358-8055
Agent's signature: 
Applicant's signature: 

Sworn and subscribed before me this <u>25</u> th day of <u>April</u> 20 <u>22</u> Notary public 
Seal: PAUL PRENDERGAST Notary Public - State of Georgia Muscogee County My Commission Expires May 8, 2023
Commission expires:

4/24/2022

6825 Heathfield Drive Atlanta, GA 30328
Variance Application - Letter of Intent

Dear Board of Appeals,

We are going on 12 years as residents of Sandy Springs after locating here in May of 2010, and have enjoyed growing our family in this community. As our needs have evolved, we are planning a large renovation project. As a part of this project the intent is to convert the existing carport to an expanded garage to accommodate modern sized vehicles. The current design maintains the symmetrical features front elevation of the house as originally constructed in 1958 and respect the characteristics of the neighborhood.

Due to how the current house is situated, the proposed garage expansion is proposed to encroach 10-feet into the 20' side street set back required for an RD-18 zoned property, for a total of 126 square feet, as outlined in Section 2.3.2 of the Development Code.

Other design and layout options have been contemplated. Specifically, we explored side entry garages extending westward from the existing house along both the northern and southern property lines and the possibility of reorienting the existing carport to enter from Landsdown Drive. Each of which would either negatively impact neighbors, topography would not allow, and variances would still be required to achieve a functional garage.

The proposed design allows the front façade to remain generally in line with facades of other houses on the street respecting the "ranch style" orientation and neighborhood character as noted with the orange lines in Figure 1 (attached). The front plane of the garage will remain behind the front façade plane of the house by 5-feet, 1-inch and constitute 35% of the front façade of the house which complies with Sec. 6.5.2.B(2). Any negative impact to the current view corridor of the neighbors to the south as illustrated in Figure 1 (attached) is avoided.

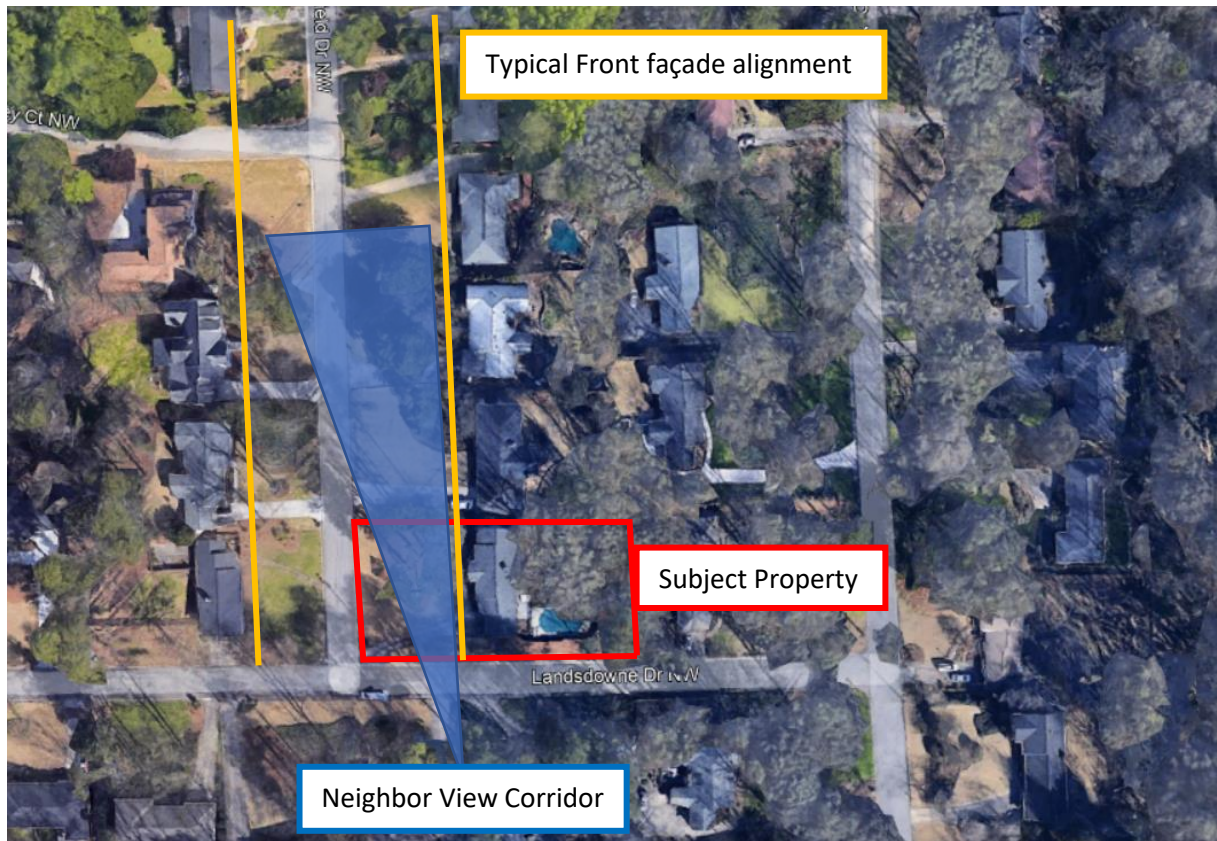
Consistent the general purpose and intent of the Comprehensive Plan and the Development Code, the current design speaks to reinvestment in an established neighborhood, preserves and reinforces the unique characteristics of the existing structure, contributes to the quality of the public realm, and advances the function and beauty of Sandy Springs as a whole. The variances respectfully requested herein will allow for the least intrusive solution to surrounding neighbors as well neighborhood as a whole, while allowing for reasonable use of the property.

Sincerely,

Philip and Kristen Cranmer

Enclosure

Figure 1



Letter of Intent Criteria

1. Requested Variance

Convert and expand an existing carport to a garage which will encroach into the side-street setback a total of 10-feet and 126 square feet. The specific code section which applies to this variance is Sec. 2.3.2.

2. Factual Details

Number of buildings on the site is one.

The overall size of the proposed house with additions and proposed garage is 3,142 square feet. One residential unit exists on this site and one residential unit is proposed in this variance application.

No business is conducted from this residence.

3. Alternate Designs Explored

Per drawing V-1.1, an alternate design was explored, assessing a side-loading garage facing north towards the main area of the property. This design option did not require an additional encroachment into the side-street setback from the existing carport which is 5-feet, 5-inches as it exists today. This alternate plan would have required the expansion of the garage an additional 41-feet towards the front yard setback with a total of 233 square feet of additional setback encroachment. . So even though the actual encroachment would be less in terms of distance from the ROW, the actual square footage of the encroachment would be more than the actual proposed design. The drawbacks to this design option and the reason it was not pursued are as follows:

1. Being a corner lot, the garage expansion would have blocked the view of open space from the neighbors across the street from this owner, from Lansdowne Drive. This option is more intrusive in this regard, than the proposed option that a variance is being sought for.
2. The alternate design would have required a reconfiguration of the driveway which would require more site disturbance and more trees to be destroyed as compared to the proposed plan.
3. The alternate design would propose significantly more impervious lot coverage, being an additional 1,343 square feet of impervious between the garage addition and driveway reconfiguration.
4. The alternate design created a larger house than what the owners actually needed in the redesign. This is borne from how the “L” configuration of the garage would have need to tie into the existing house.

4. Variance Analysis

The property, in its current state, has an existing house with a carport that already encroaches into the side-street setback by 5-feet, 5-inches. The north side of the house meets that side yard setback in its current state. The existing carport is 18-feet, 4-inches wide and 20-feet deep which is undersized to accommodate two vehicles. All these existing conditions collectively frame the hardship as there is no way to expand the garage and it fit within the setbacks aside from tearing the house down and building a completely new house. These conditions were intact prior to the current owner purchasing the home so the owner did not create these hardship conditions. As outlined in the description of the alternative design plan, it is the owner’s position that the proposed plan is the option that affords the minimum necessary relief. The owner also believes that the proposed plan is the most sensitive design solution in context to the neighborhood as outlined in #3.



Front View of House
6825 Heathfield Drive
4.24.2022



Front View of House
6825 Heathfield Drive
Approximate edge of new garage dashed in green
4.24.2022



Steep Grade
Change

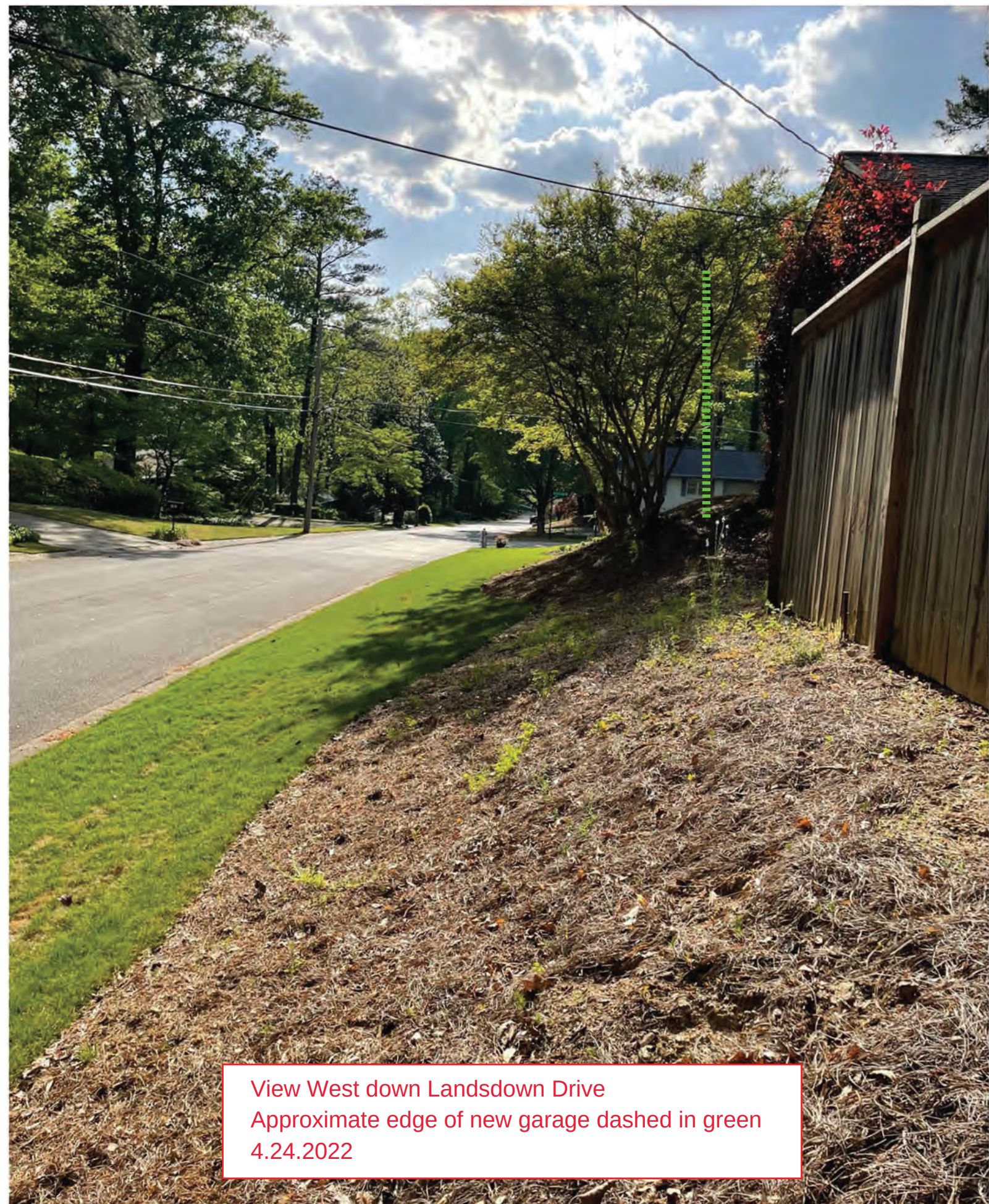
Front View of House
Closeup view of location of new garage
dashed in green



Front View of House
Closeup view of location of new garage
dashed in green



View West down Landsdown Drive
4.24.2022



View West down Landsdown Drive
Approximate edge of new garage dashed in green
4.24.2022



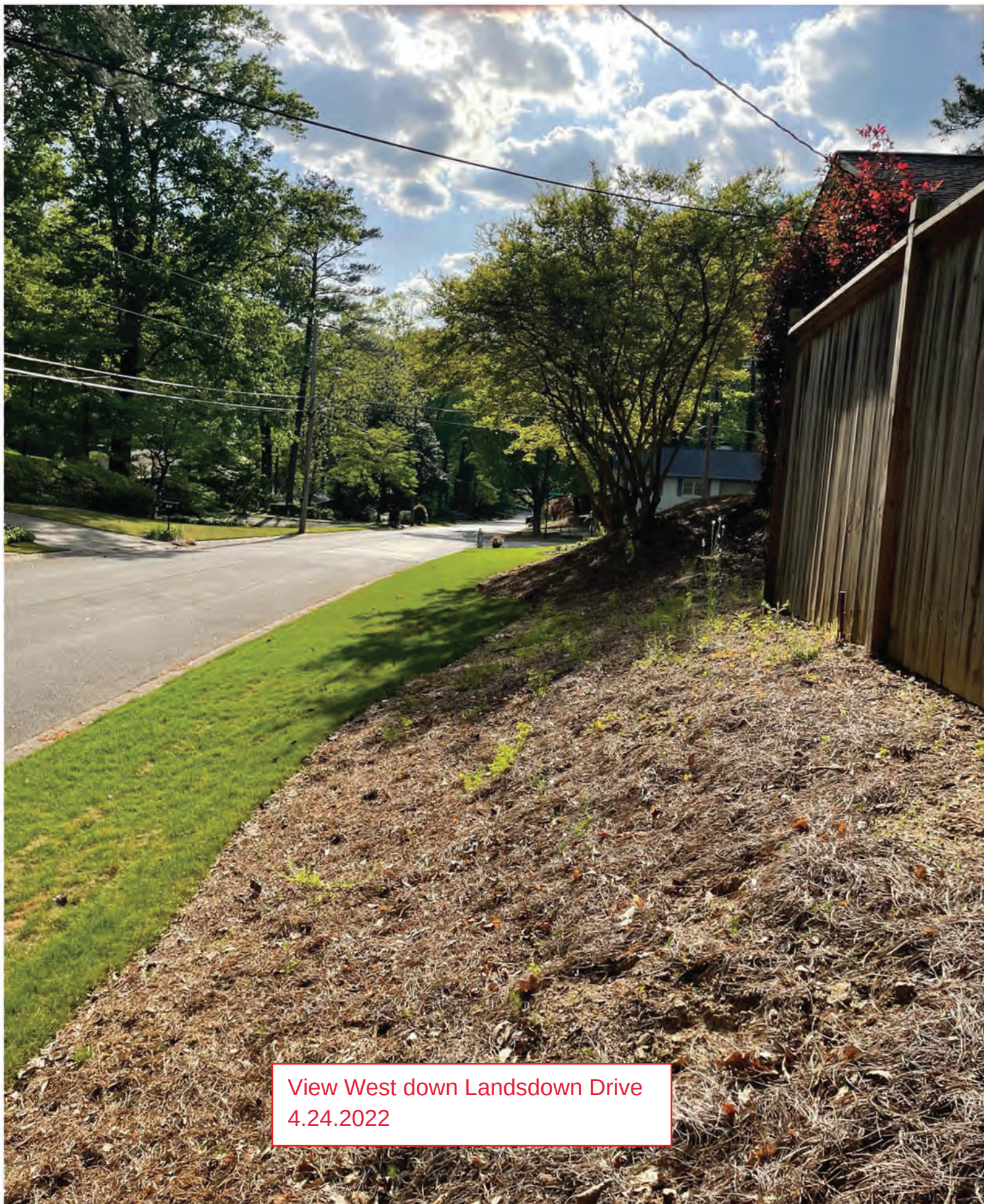
View West down Landsdown Drive
Approximate edge of new garage dashed in green
4.24.2022



View North neighbors across Landsdown Drive
4.24.2022

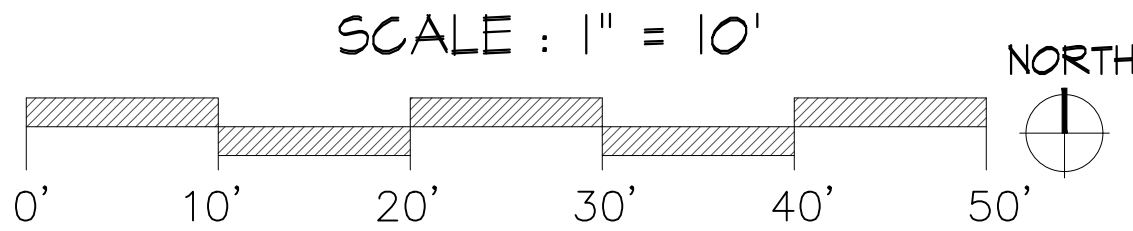


View South to neighbors across Landsdown Drive
4.24.2022



View West down Landsdown Drive
4.24.2022

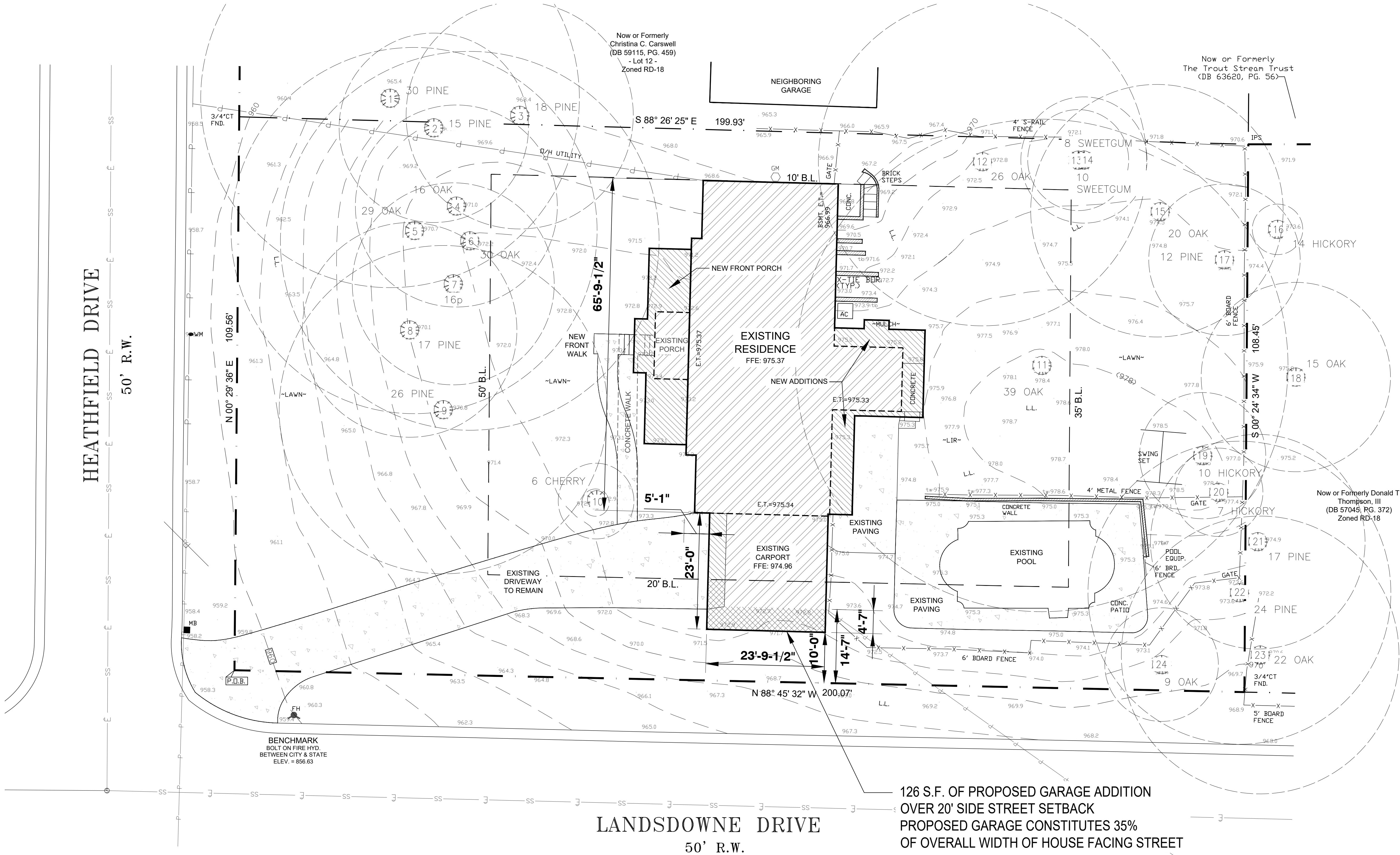
PROPOSED SITE PLAN



Lot Impact Analysis		
Description	Existing Conditions S.F.	Proposed Conditions S.F.
House	2,018	2,252
Front Porch	90	350
Garage (Carport)	370	540
Driveway	1,290	1,221
Front Walkway	155	167
Swimming Pool	528	528
Pool Deck	718	718
Rear Yard Patio & Steps	372	372
Retaining Walls	60	60
Total Impervious	5,601	6,208
Lot Area	21,798	21,798
Lot Coverage	26%	28%
Maximum Lot Coverage (%)	35%	35%
Maximum Lot Coverage (S.F.)	7,629	7,629

SITE PLAN
DEVELOPMENT LEGEND

- EXISTING RESIDENCE TO REMAIN
- PROPOSED HOUSE ADDITION WITHIN BUILDABLE LOT AREA
- PROPOSED HOUSE ADDITION WITHIN REQUIRED YARD AREA



BCLA DESIGN, LLC

BILL CALDWELL LANDSCAPE ARCHITECTURE

WWW.BCLADDESIGN.COM

6825 HEATHFIELD DRIVE

SANDY SPRINGS, GA 30328

LOT 11 / BLOCK "C" / UNIT TWO / WYNDHAM HILLS SUB.

LL 126 / 17th DISTRICT / FULTON COUNTY, GEORGIA

PARCEL I.D. 17 012600020225

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 OR HIS

AUTHORIZED AGENT UNDER HIS

SUPERVISION.

GSACC # 2479

GEORGIA

REGISTERED

LANDSCAPE ARCHITECT

AM. H. CALDWELL

07/26/2022

REVISIONS

DESCRIPTION

DATE

PROPOSED ZONING VARIANCE SITE PLAN

06/26/2022

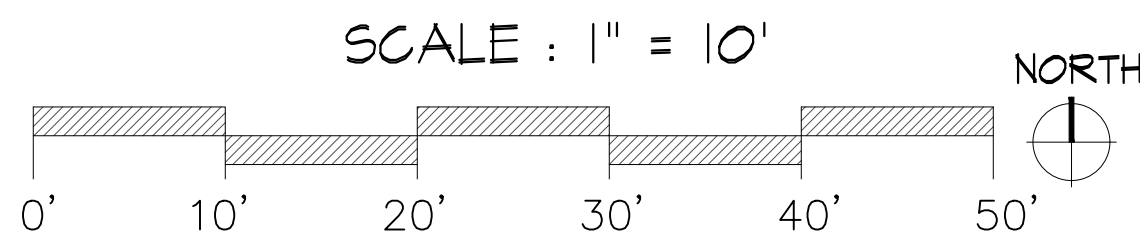
07/26/2022

V-1.0

NOT RELEASED FOR CONSTRUCTION

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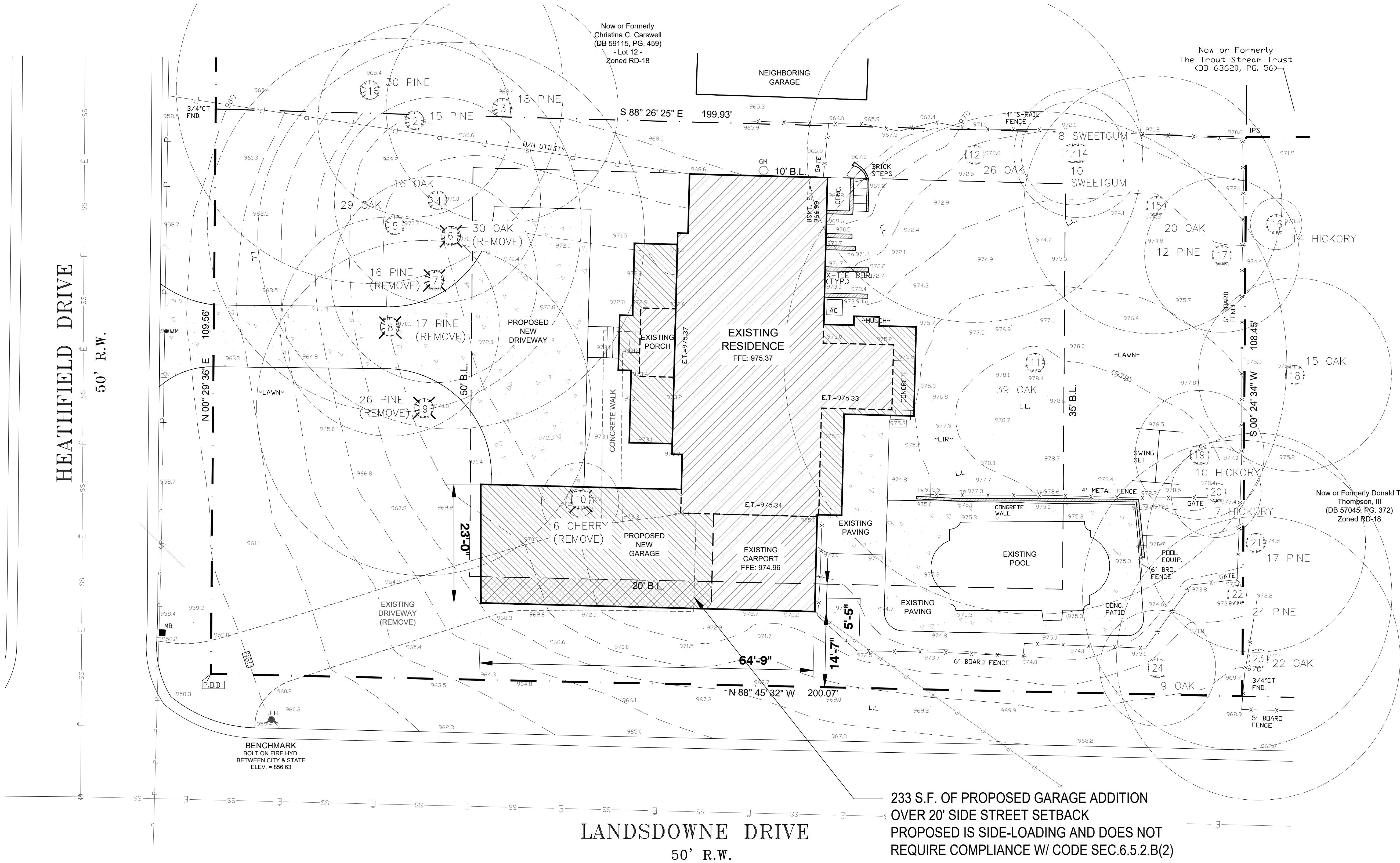
ALTERNATE SITE PLAN



Lot Impact Analysis -Alternate Design		
Description	Existing Conditions S.F.	Proposed Conditions S.F.
House	2,018	2,388
Front Porch	90	350
Garage (Carport)	370	1,006
Driveway	1,290	1,974
Front Walkway	155	155
Swimming Pool	528	528
Pool Deck	718	718
Rear Yard Patio & Steps	372	372
Retaining Walls	60	60
Total Impervious	5,601	7,551
Lot Area	21,798	21,798
Lot Coverage	26%	35%
Maximum Lot Coverage (%)	35%	35%
Maximum Lot Coverage (S.F.)	7,629	7,629

SITE PLAN
DEVELOPMENT LEGEND

- EXISTING RESIDENCE TO REMAIN
- PROPOSED HOUSE ADDITION WITHIN BUILDABLE LOT AREA
- PROPOSED HOUSE ADDITION WITHIN REQUIRED YARD AREA



233 S.F. OF PROPOSED GARAGE ADDITION
OVER 20' SIDE STREET SETBACK
PROPOSED IS SIDE-LOADING AND DOES NOT
REQUIRE COMPLIANCE W/ CODE SEC.6.5.2.B(2)

BCLA DESIGN, LLC

BILL CALDWELL LANDSCAPE ARCHITECTURE

WWW.BCLADDESIGN.COM

6825 HEATHFIELD DRIVE

SANDY SPRINGS, GA 30328

LOT 11 / BLOCK "C" / UNIT TWO / WYNDHAM HILLS SUB.

LL 126 / 17th DISTRICT / FULTON COUNTY, GEORGIA

PARCEL I.D. 17 012600020225

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 OR HIS
AUTHORIZED AGENT UNDER HIS
SUPERVISION.

65400 # 2479

GEORGIA

REGISTERED

LANDSCAPE ARCHITECT

BILL CALDWELL

07/26/2022

REVISIONS

DESCRIPTION

DATE

06/26/2022

ALTERNATE
ZONING
VARIANCE
SITE PLAN

V-1.1

NOT RELEASED FOR CONSTRUCTION

Page 151 of 186

CLERK'S OFFICE: RECORDING INFORMATION ONLY

GRID NORTH (GA. WEST ZONE)

Now or Formerly
Christina C. Carswell
(DB 59115, PG. 459)
- Lot 12 -

Now or Formerly
The Trout Stream Trust
(DB 63620, PG. 56)

GENERAL NOTES~

THE FIELD DATA UPON WHICH THIS PLAT IS BASED
HAS AN ANGULAR ERROR OF 13 SECONDS PER ANGLE
POINT AND A PRECISION RATIO OF 1 IN 19,553. IT
HAS BEEN ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS
WAS A TRIMBLE S5 & TSC5.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE
PRECISION RATIO OF 1 IN 498,395.

ALL I.P.'s ARE 1/2" REBARS, UNLESS OTHERWISE INDICATED.

BEARINGS ARE CALCULATED FROM ANGLES TURNED
FROM A SINGLE GRID BASELINE.

ACCORDING TO THE CURRENT "F.I.A. OFFICIAL FLOOD
HAZARD MAP", COMMUNITY PANEL NO. 13121C 0134 G,
DATED SEPTEMBER 18, 2013, THIS PROPERTY IS NOT IN
AN AREA HAVING SPECIAL FLOOD HAZARDS.

ALL MATTERS OF TITLE ARE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF
A TITLE SEARCH. THERE MAY BE EASEMENTS OR
OTHER ENCUMBRANCES NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED
FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT
SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES
SHALL INDEMNIFY AND HOLD DELTA 1 LAND SURVEYING, LLC
HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING
OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY
WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

REFERENCE: DB 48954, PG. 471

* = PER DEED AND PLAT RECORDS; NO MONUMENT FOUND.

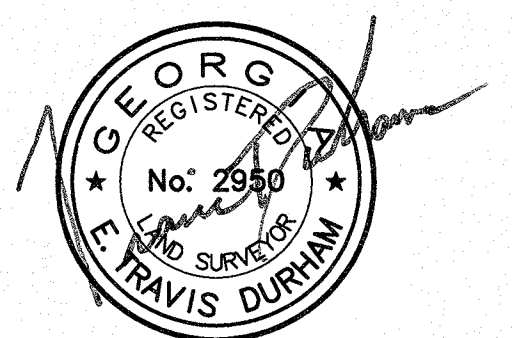
THIS PROPERTY IS CURRENTLY ZONED RD-18 PER THE
CITY OF SANDY SPRINGS G.I.S. DEPT.

STANDARD RD-18 SETBACKS:

FRONT = 50 FEET
SIDE STREET = 20 FEET
SIDE = 10 FEET
REAR = 35 FEET
MAX. LOT COVERAGE = 35%

AREA = 21,798 SQ. FT.
0.500 ACRE

Now or Formerly
Donald T. Thompson, III
(DB 57045, PG. 372)



THIS PLAT IS A RETRACEMENT 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
HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY
APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF
PERMITS, COMPLIANCE WITH LOCAL 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 15-6-67.

Travis Durham 1-08-22
E. TRAVIS DURHAM, GA. RLS No. 2950

JOB # 21-153 DRAWN BY: JE FIELD CREW: TD, SJ
FIELD DATE: 1-03-22 PLAT PREPARED: 1-08-22

DELTA 1
LAND SURVEYING, LLC
361 WESTCHESTER WAY
CANTON, GEORGIA 30115
PHONE: (770) 597-3533
(FIRM LICENSE NO. LSF 001041)

ADDRESS:
6825 HEATHFIELD DRIVE
ATLANTA, GA 30328

LEGEND

- IPF = 1/2" REBAR FND.
- IPS = 1/2" REBAR SET
- R.W. = RIGHT OF WAY
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- L.L. = LAND LOT LINE
- C.L. = CENTERLINE
- CT = CRIMP TOP PIPE
- OT = OPEN TOP PIPE
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE
- DI = DROP INLET
- JB = JUNCTION BOX
- MH = MANHOLE
- CB = CATCH BASIN
- BM = BENCHMARK
- PP = POWER POLE
- FH = FIRE HYDRANT
- CMF = CONCRETE MONUMENT FND.
- B.C. = BACK OF CURB
- E.P. = EDGE OF PAVEMENT
- FEN = FENCE
- O.H. = OVERHEAD ELEC. SERVICE LINE
- B.L. = BUILDING LINE
- U.G. = UNDERGROUND POWER LINE
- TX = TRANSFORMER

ABBREVIATIONS ~

- ABL = ABELIA
- AUC = AUCUBA
- AHY = AMERICAN HOLLY
- AZ = AZALEA
- BB = BARBERRY
- BE = BEECH
- BEG = BEGONIA
- BHF = BURFORD HOLLY
- BIR = BIRCH
- BP = BRADFORD PEAR
- BO = BOXWOOD
- CAL = CALADNUM
- CAM = CAMELLIA
- CE = COTONEASTER
- CED = CEDAR
- CHY = CHERRY
- CH = CHINESE HOLLY
- CHN = CHESTNUT
- CHO = CHESTNUT OAK
- CJ = CRYPTOMERIA JAPONICA
- CL = CHERRY LAUREL
- CO = CLEAN OUT
- CM = CRAWL SPACE
- CS = CRAWL SPACE
- DS = DOWNSPOUT
- DO = DOORWOOD
- EL = ELAEAGNUS
- EM = ELECTRIC METER
- ET = EXTERIOR THRESHOLD
- FL = FINISH FLOOR
- FP = FIRE PIT
- GE = GOLDEN EUONYMUS
- GLF = GROUND LIGHT FIXTURE
- GM = GAS METER
- HB = HACKBERRY
- HEN = HEMLOCK
- HIC = HICKORY
- HH = HELLER HOLLY
- HOS = HOSTA
- HL = HOLLY
- HYD = HYDRANGEA
- ICV = IRRIGATION CONTROL VALVE
- IMP = IMPATIENS
- IPF = IRON PIN FOUND
- JAS = JASMINE
- JHY = JAPANESE HOLLY
- JM = JAPANESE MAPLE
- JUN = JUNIPER
- LIR = LIRIOPE
- LL = LAWN LIMITS
- MAG = MAGNOLIA
- MAP = MAPLE
- NAN = NANDINA
- OH = OVERHANG
- OLL = OTTOLUYKEN LAUREL
- P = PINE
- PHO = PHOTINIA
- POP = POPLAR
- RHO = RHODODENDRON
- RO = RED OAK
- RT = RED TIP
- SG = SWEET GUM
- SP = SPRUCE
- SPIC = SPICOT
- SPK = SPRINKLER
- SW = SWEETWOOD
- UDS = UNDERGROUND DOWNSPOUT
- UNK = UNKNOWN
- VIN = VINCA
- VLR = VARIATED LIRIOPE
- VP = VARIATED PRIVET
- WAO = WATER OAK
- WLO = WILLOW OAK
- WL = WILLOW
- WM = WATER METER
- WO = WHITE OAK
- WP = WHITE PINE
- WW = WINDOW WELL
- YI = YARD INLET

LANDSDOWNE DRIVE
50' R.W.

BOUNDARY & TOPOGRAPHIC SURVEY FOR PHILIP & KRISTEN CRANMER

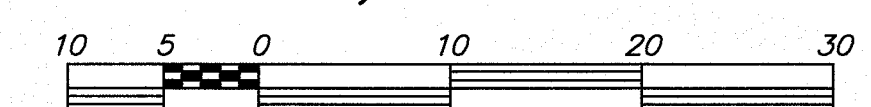
(BEING LOT 11, BLOCK "C", UNIT TWO, WYNDHAM HILLS SUB.)

LOCATED IN LAND LOT 126

17th DISTRICT, CITY OF SANDY SPRINGS

FULTON COUNTY, GEORGIA

JANUARY 3, 2022 1"=10'

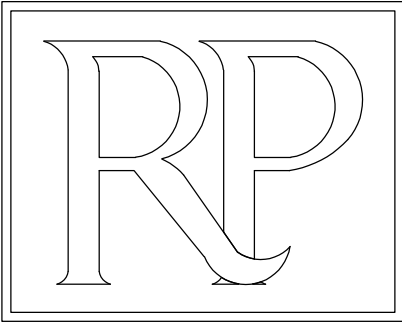


SCALE IN FEET
CONTOUR INTERVAL = 2 FT.
VERTICAL DATUM IS APPROX. MEAN SEA LEVEL.

Written Description - 6825 Heathfield Drive

All that tract or parcel of land lying and being in Land Lot 126, 17th District, City of Sandy Springs, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at intersection of the easterly right of way of Heathfield Drive (50 foot right of way) and the northerly right of way of Landsdowne Drive (50 foot right of way); thence along said right of way of Heathfield Drive N 00°29'36" E a distance of 109.56 feet to a 3/4" crimp top pipe found; thence leaving said right of way S 88°26'25" E a distance of 199.93 feet to an iron pin set; thence S 00°24'34" W a distance of 108.45 feet to a 3/4" crimp top pipe found on the northerly right of way of Landsdowne Drive; thence along said right of way, N 88°45'32" W a distance of 200.07 feet to the **POINT OF BEGINNING**. Said tract contains 21,798 square feet or 0.500 acre and is more fully shown on a Survey for Philip & Kristen Cranmer by Delta 1 Land Surveying, LLC, dated January 3, 2022.



Ross Piper
Architect Inc.

1708 Peachtree Street
Suite 107
Atlanta, GA. 30309
404-579-5353

CRAMER RESIDENCE



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SCALE: 1/4" = 1'-0"

DRAWN BY: M.L.

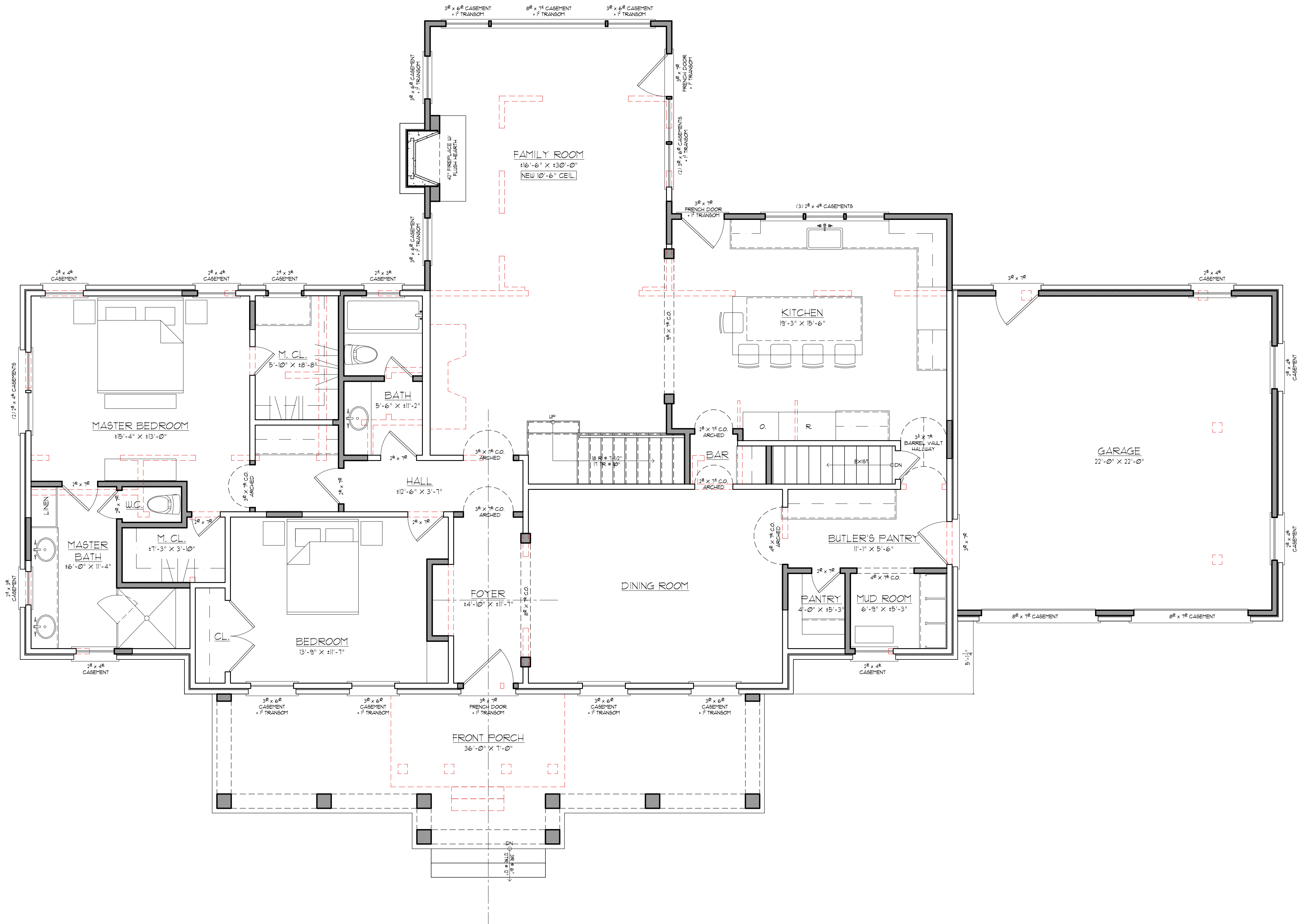
CHECKED: R.P.

DATE: 11-27-2021

PROJECT NO:

SHEET NO:

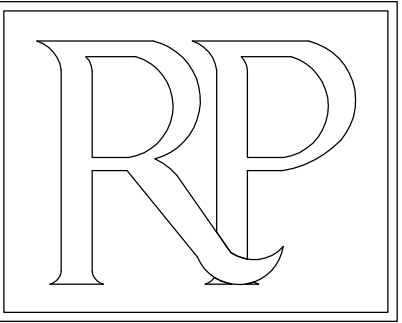
A = 1



1
A-1

PROPOSED FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

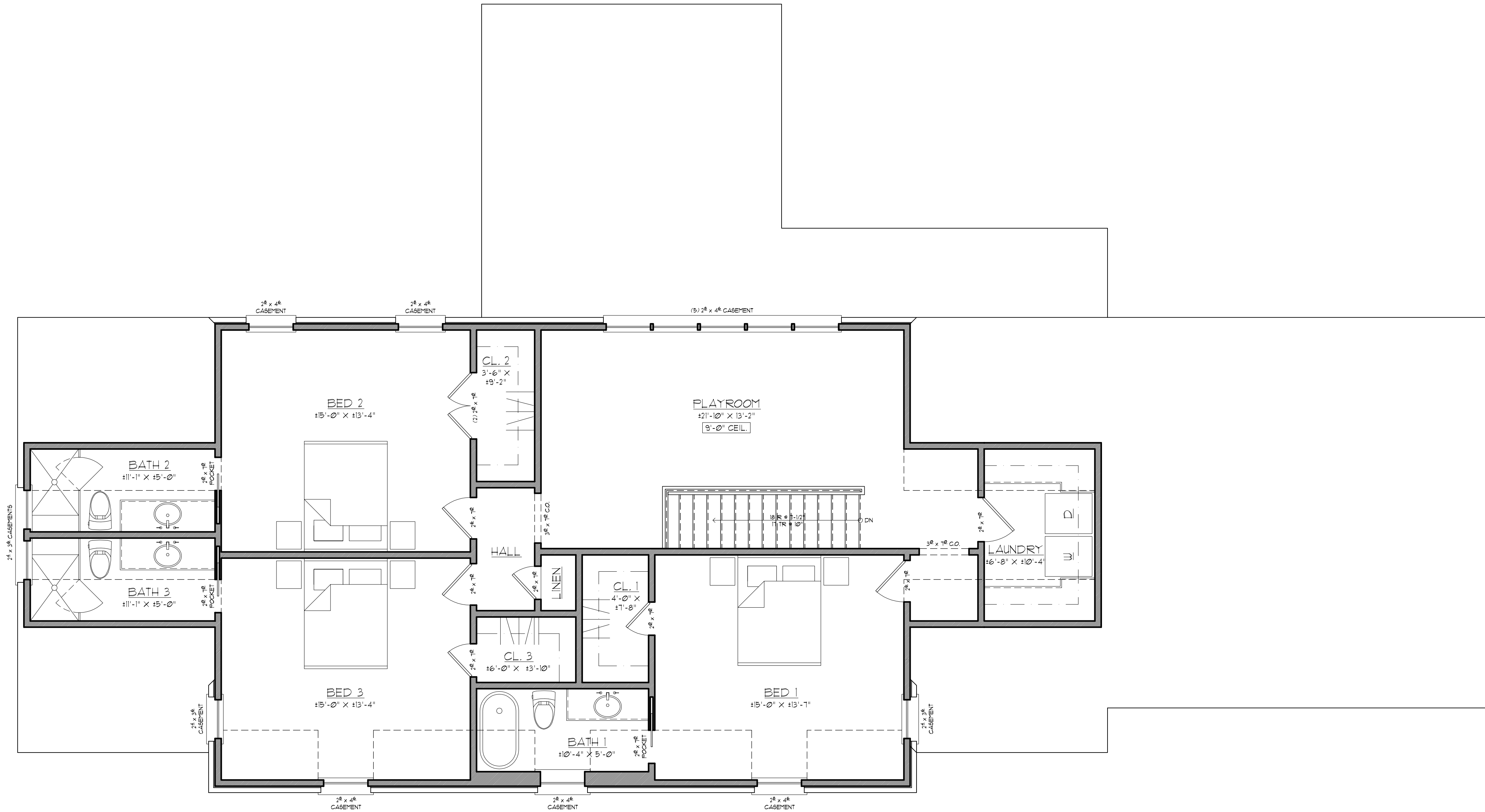


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6825 HEATHFIELD DR ATLANTA GA 30328



1 PROPOSED SECOND FLOOR PLAN
A-2 SCALE: 1/4" = 1'-0"

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SCALE: 1/4" = 1'-0"

DRAWN BY: M.L.

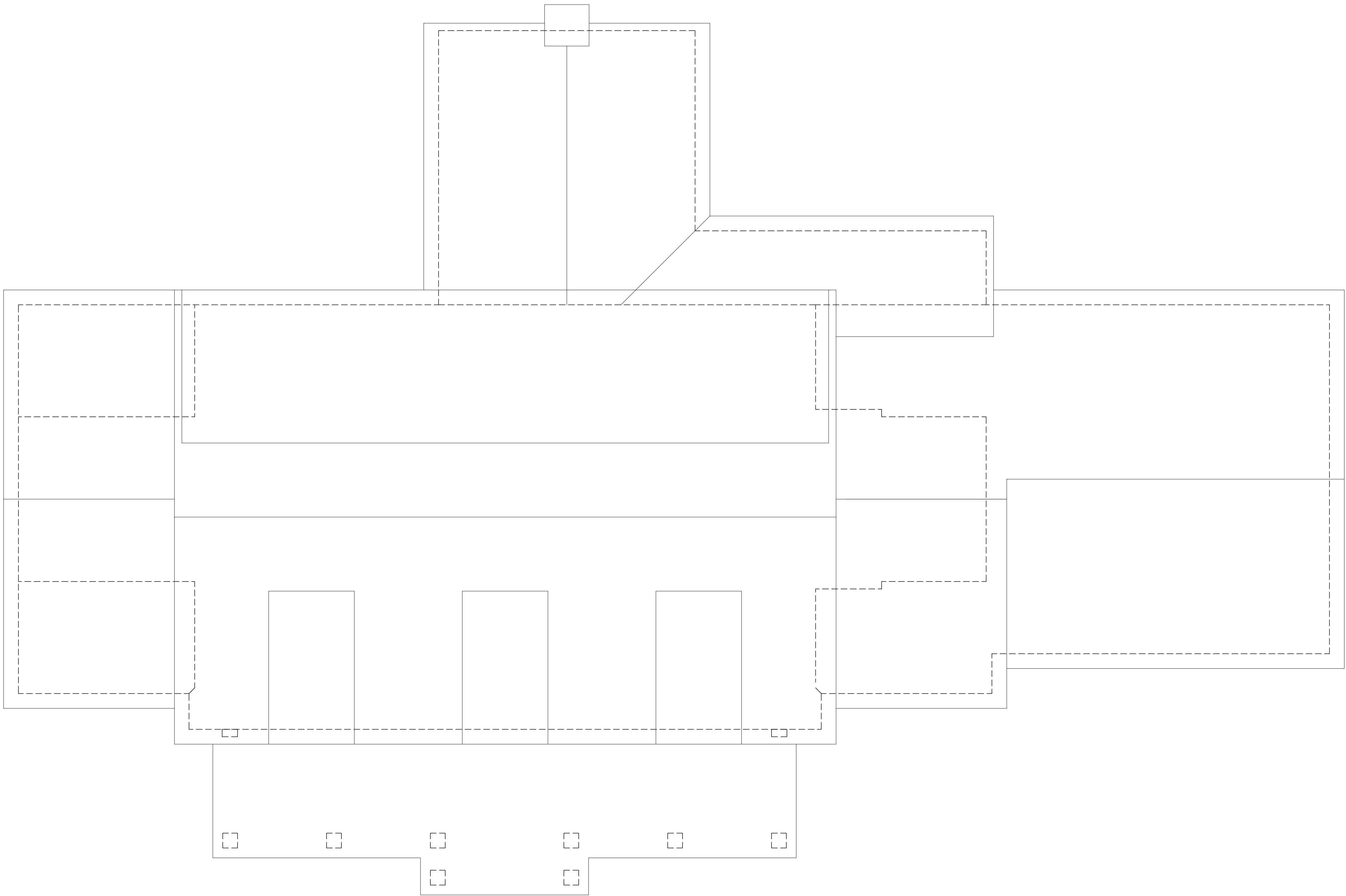
CHECKED: R.P.

DATE: 03-29-2022

PROJECT NO:

SHEET NO:

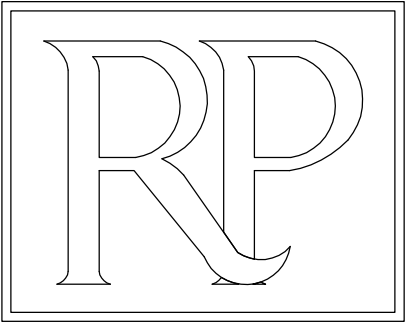
A = 2



1
A-3

PROPOSED ROOF PLAN

SCALE: 1/4" = 1'-0"



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SCALE: 1/4" = 1'-0"

DRAWN BY: M.L.

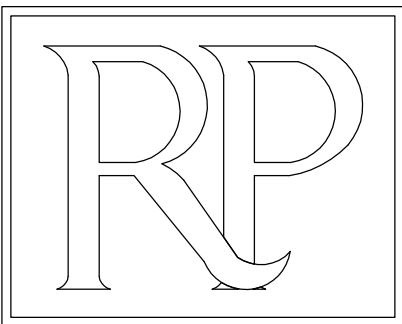
CHECKED: R.P.

DATE: 03-29-2022

PROJECT NO:

SHEET NO:

A = 3



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SCALE: 1/4" = 1'-0"

DRAWN BY: M.L.

CHECKED: R.P.

DATE: 03-29-2022

PROJECT NO:

SHEET NO:

A = 4



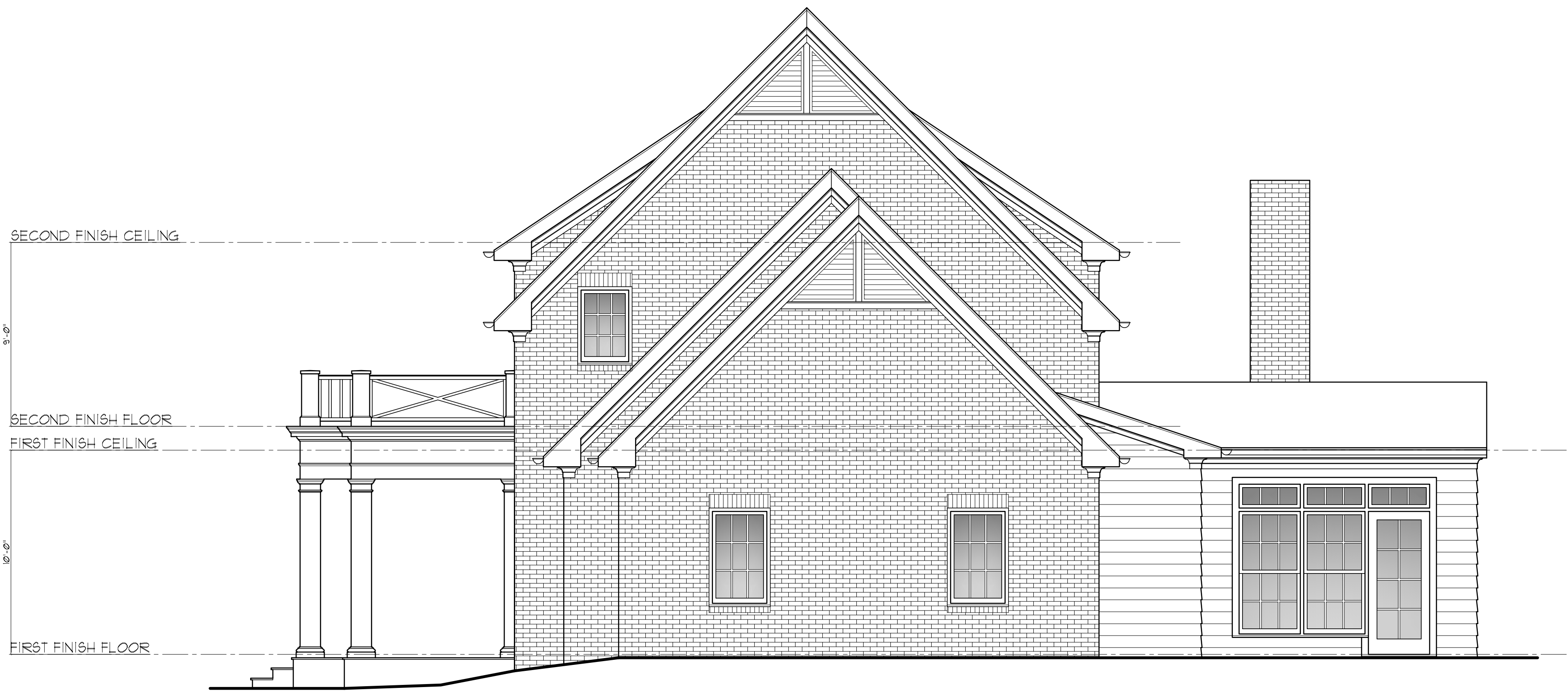
PROPOSED FRONT ELEVATION

SCALE: 1/4" = 1'-0"

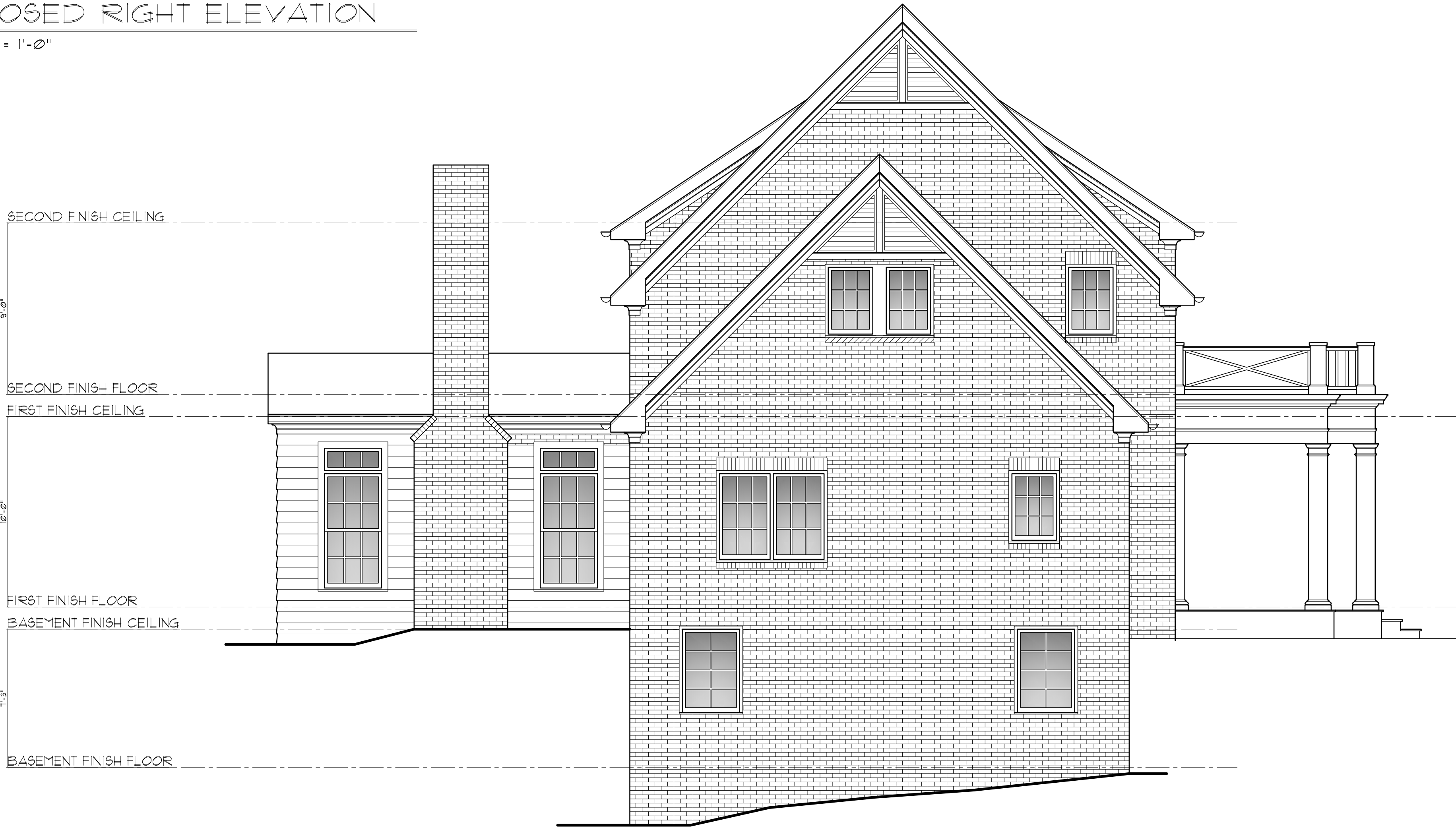


PROPOSED REAR ELEVATION

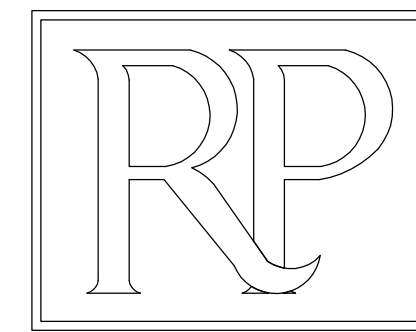
SCALE: 1/4" = 1'-0"



1 PROPOSED RIGHT ELEVATION
A-5 SCALE: 1/4" = 1'-0"



2 PROPOSED LEFT ELEVATION
A-5 SCALE: 1/4" = 1'-0"



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SCALE: 1/4" = 1'-0"

DRAWN BY: M.L.

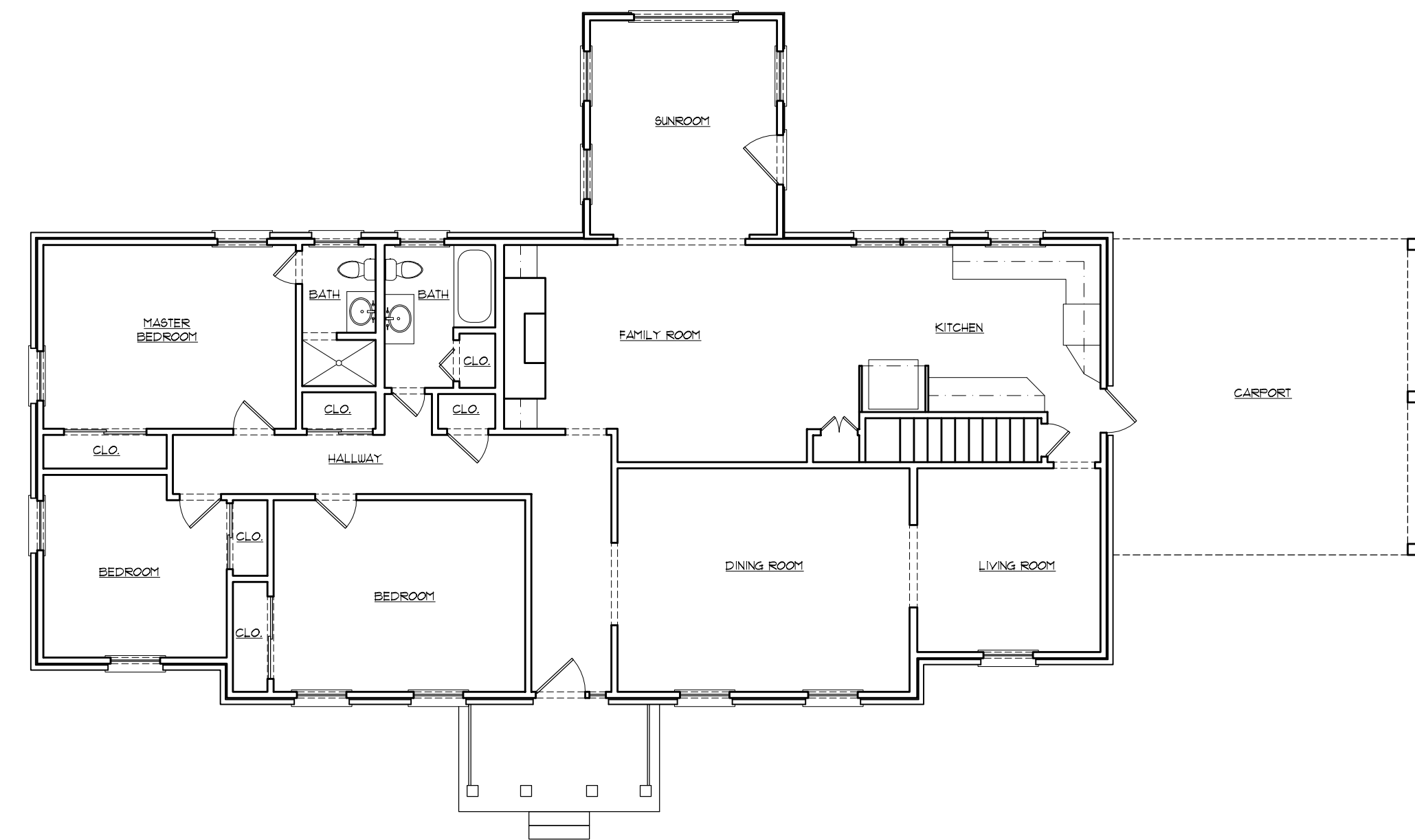
CHECKED: R.P.

DATE: 03-29-2022

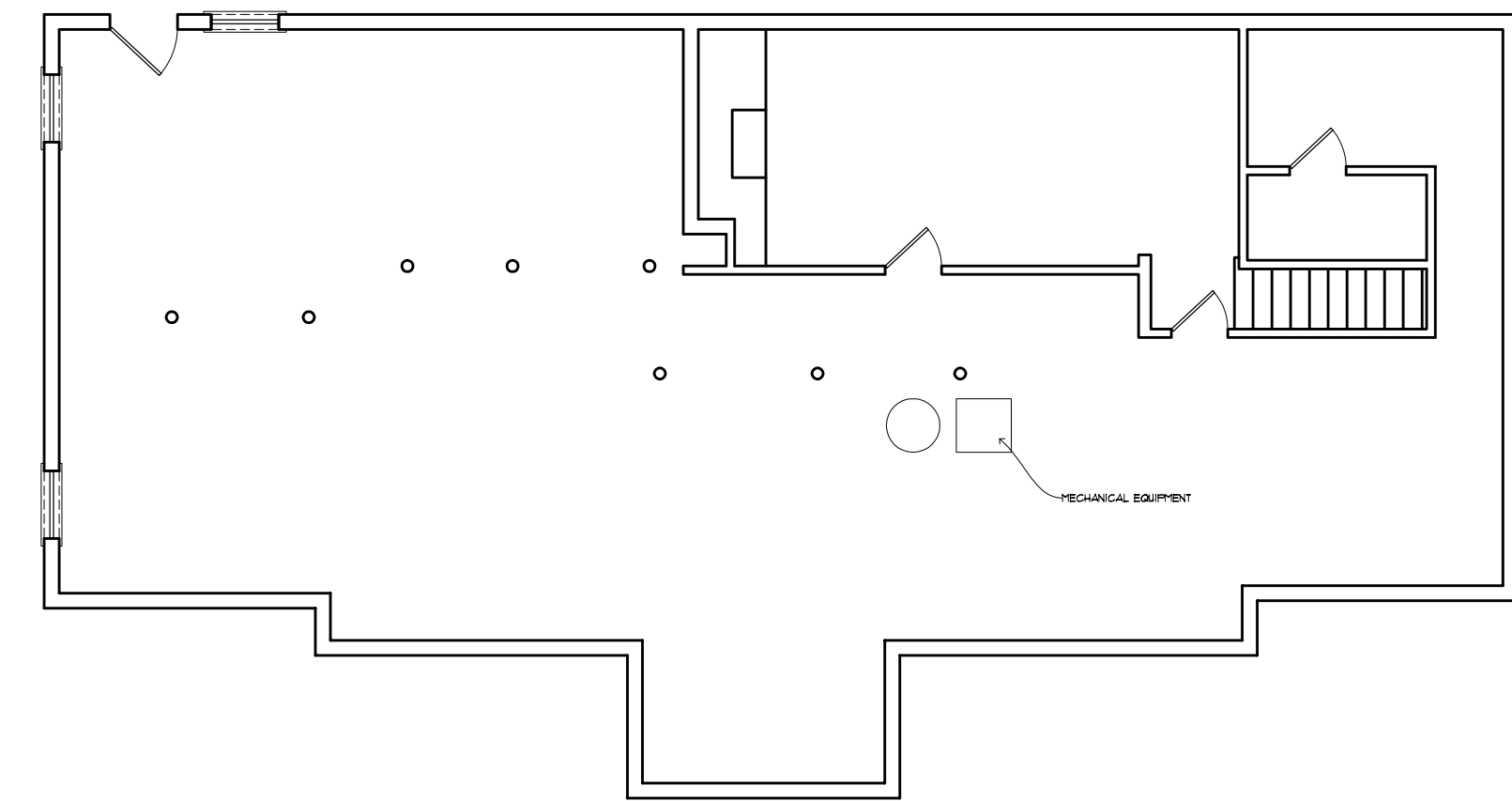
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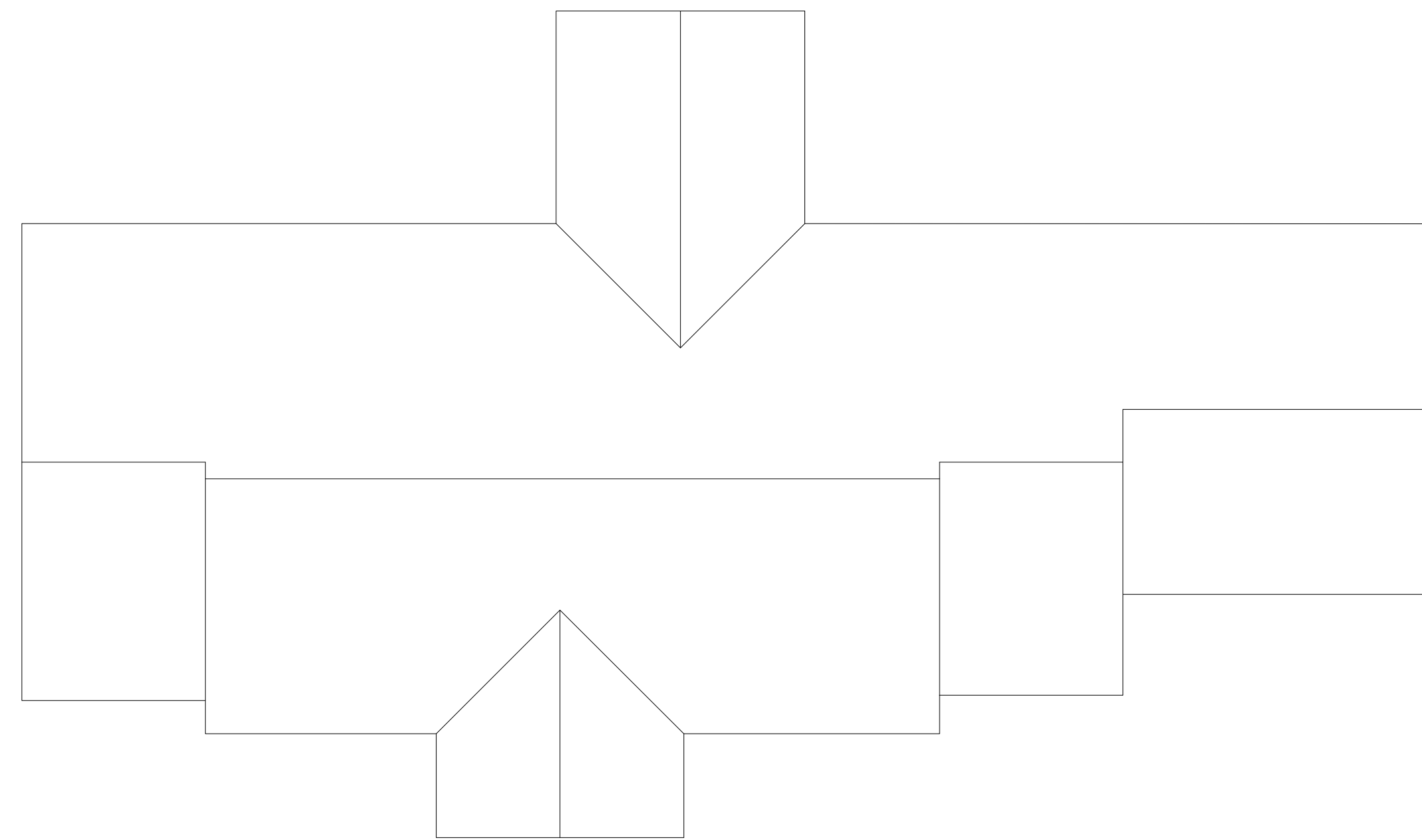
A-5



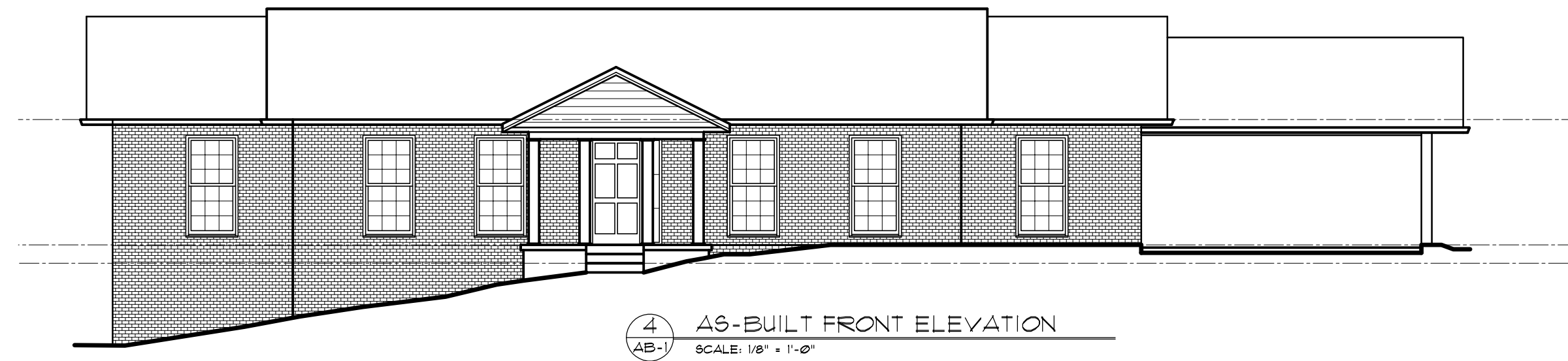
1 AS-BUILT GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"



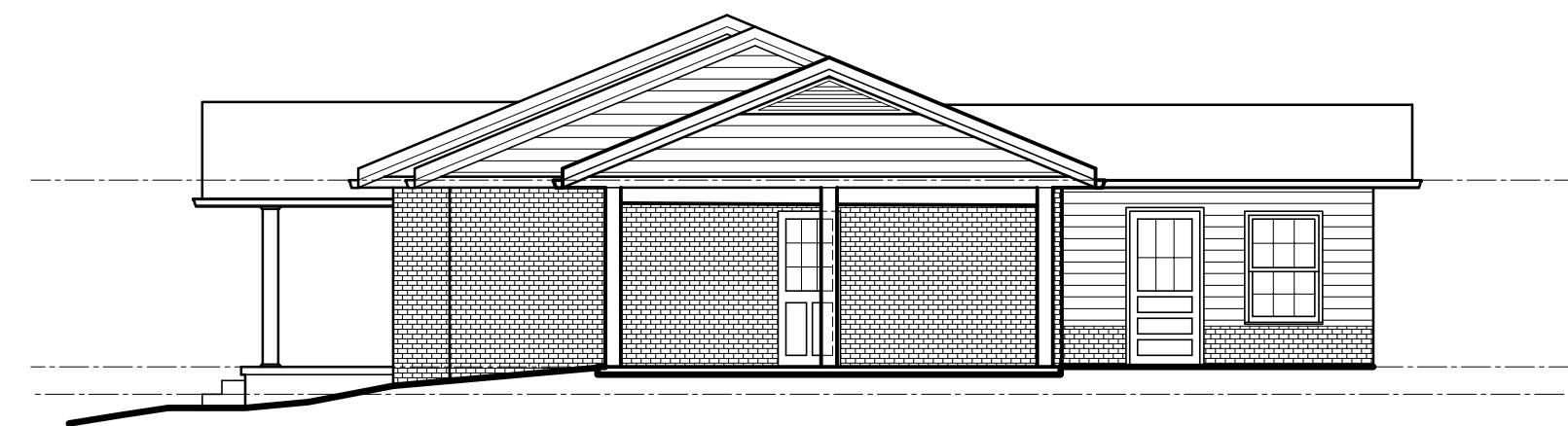
2 AS-BUILT BASEMENT PLAN
SCALE: 1/8" = 1'-0"



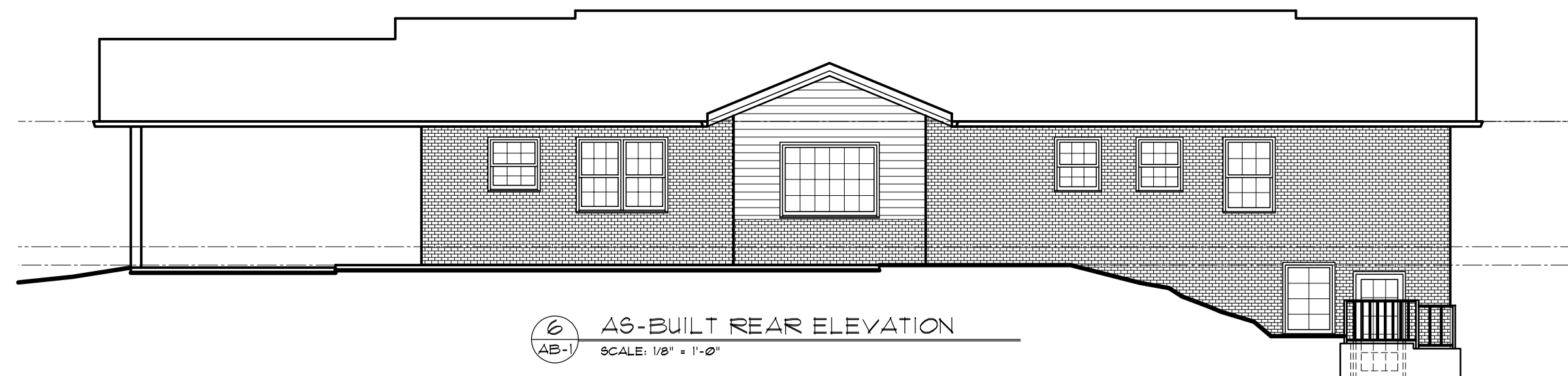
3 AS-BUILT ROOF PLAN
SCALE: 1/8" = 1'-0"



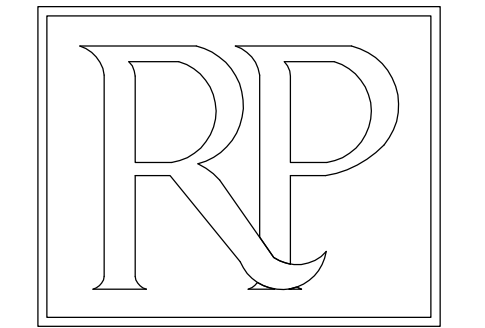
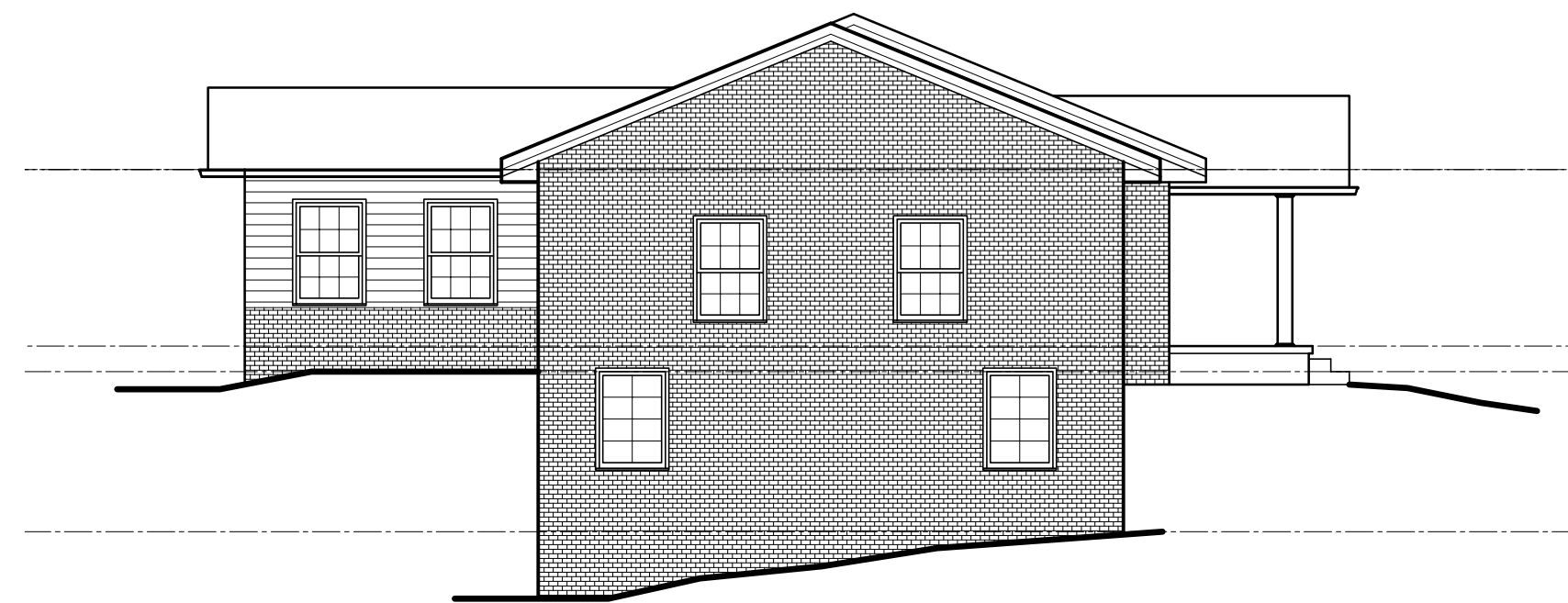
4 AS-BUILT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



5 AS-BUILT RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



6 AS-BUILT REAR ELEVATION
SCALE: 1/8" = 1'-0"



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CRANMER RESIDENCE

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SCALE: 1/8" = 1'-0"

DRAWN BY: M.L.

CHECKED: R.P.

DATE: 03-29-2022

PROJECT NO:

SHEET NO:

AB=1



SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT
Board of Appeals Meeting, June 8, 2022

Case: **V22-0016 6825 Heathfield Drive**
Staff Contact: Helen Owens (howens@sandyspringsga.gov)
Report Date: May 27, 2022

REQUEST

Request for a variance from Section 2.3.2., Section 6.5.2.B.1. to allow for encroachment of an attached garage into the side street setback an additional 4' 4 and 1/4" (a total of up to 9' 9").

APPLICANT

Property Owner(s): Philip and Kristen Cranmer	Petitioner(s): Bill Caldwell	Representative(s): Bill Caldwell
--	---------------------------------	-------------------------------------

RECOMMENDATIONS

Department of Community Development

Staff recommends **Denial** of **Variance(s)** V22-0016.

MATERIALS SUBMITTED AND REVIEWED

Materials:

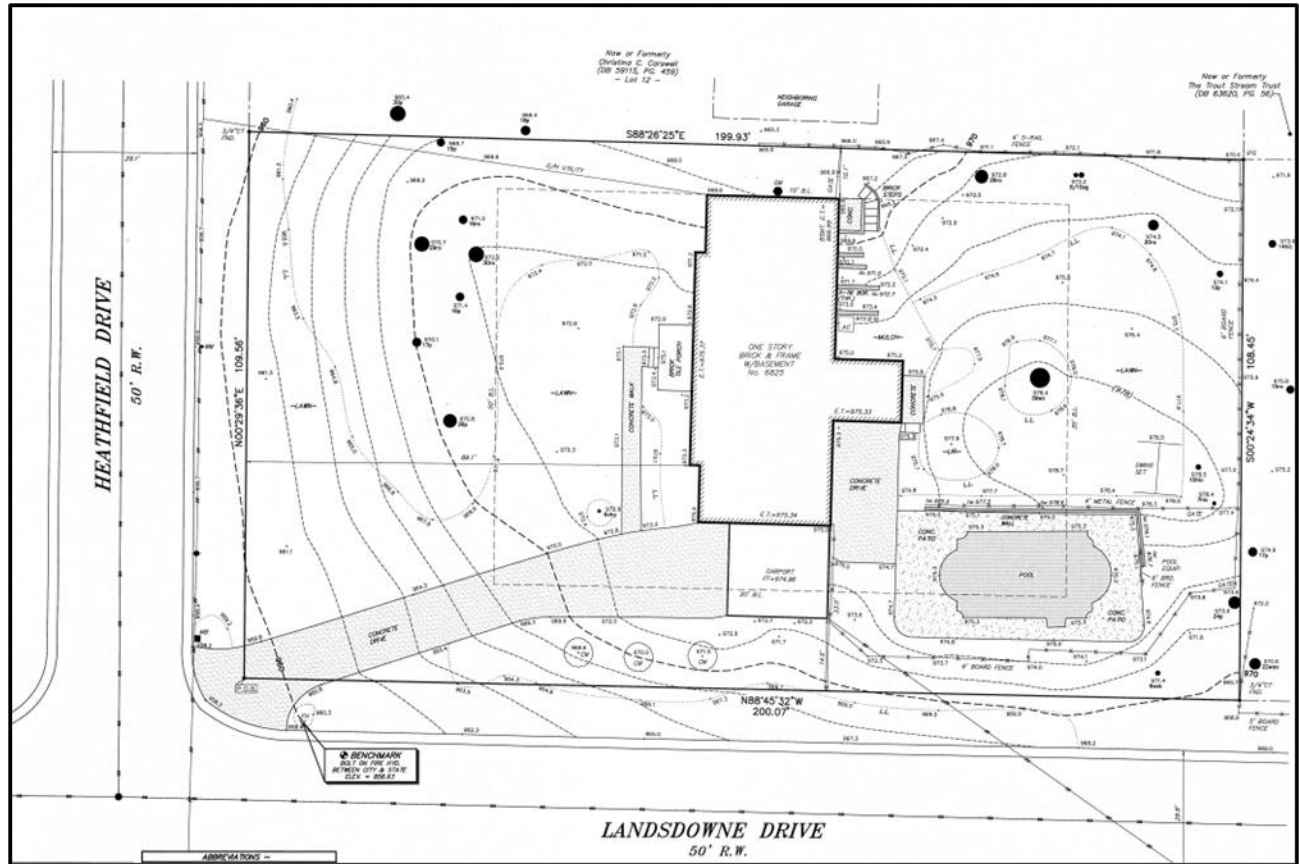
1. V22-0016 Application, received April 8, 2022

Plans:

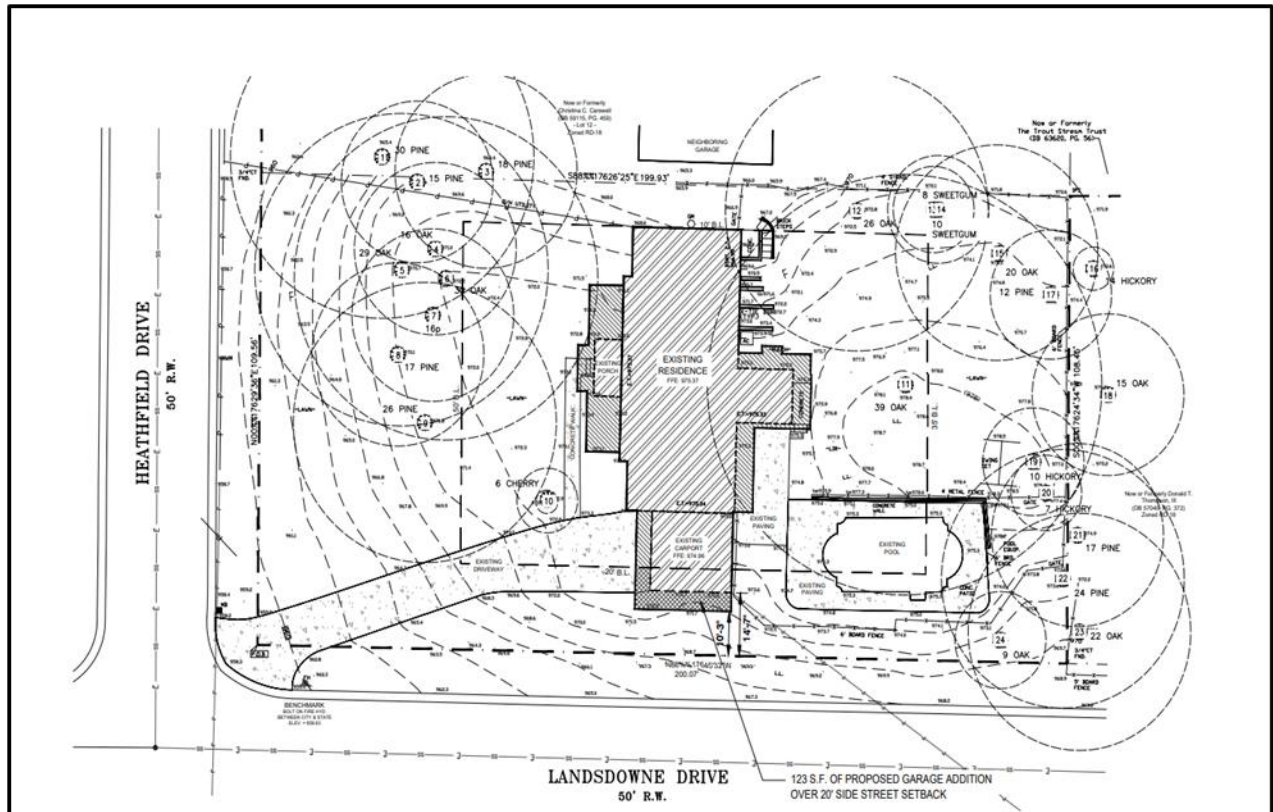
1. "6825 Heathfield Drive V-1.0 site plan" prepared by BCLA Design, LLC., dated April 8, 2022. Received April 8, 2022.
2. "Heathfield Drive 6825 Survey" prepared by BCLA Design, LLC., dated January 3, 2022. Received April 8, 2022.
3. "Variance-Narrative Letter" prepared by Philip and Kristen Cranmer, dated April 8, 2022. Received April 8, 2022

PROPERTY INFORMATION	
Location:	6825 Heathfield Drive (Parcel # 17 012600020225)
Council District:	3- Jody Reichel
Neighborhood:	Wyndham Hills
Road frontage:	Front: Approximately 105 feet Side Corner: Approximately 200 feet
Depth:	Approximately 226 feet
Acreage:	Approximately 0.50 acres
Current Zoning:	RD-18 (Residential Detached)
Existing Land Use:	Residential
Previous Zoning Cases:	N/A
Character Area:	Protected Neighborhood

EXISTING CONDITIONS SURVEY (received April 8, 2022) (full size Survey in Package)



PROPOSED SITE PLAN (received April 8, 2022) (full size Survey in Package)



PROPOSED DEVELOPMENT

The .54-acre subject property is developed with a single unit detached residence and attached carport. The applicants are currently renovating the ranch-style house (built in 1958) in the Wyndham Hills subdivision, including expanding the current carport and turning it into a garage. While existing carports are allowed to be improved into garages while nonconforming in location on a property, the proposed garage could not be permitted without a variance as it proposes to increase its encroachment into the side corner lot setback.

Per the Development Code 2.3.2. Section *Placement and Height*

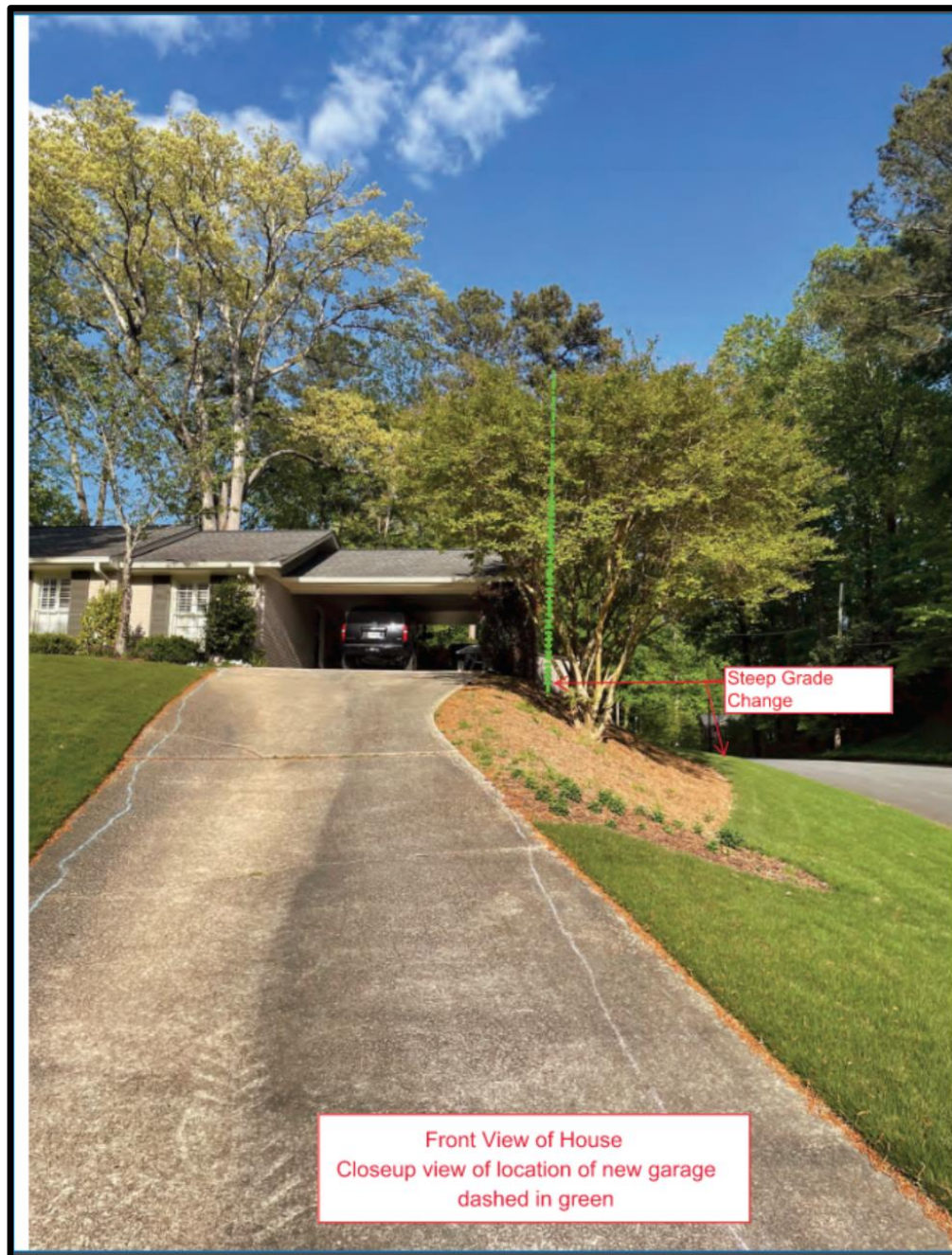
- RD-18 side-street setback is 20' minimum.

Per the Development Code Section 6.5.2.B.1. *Single Unit Detached Dwelling*

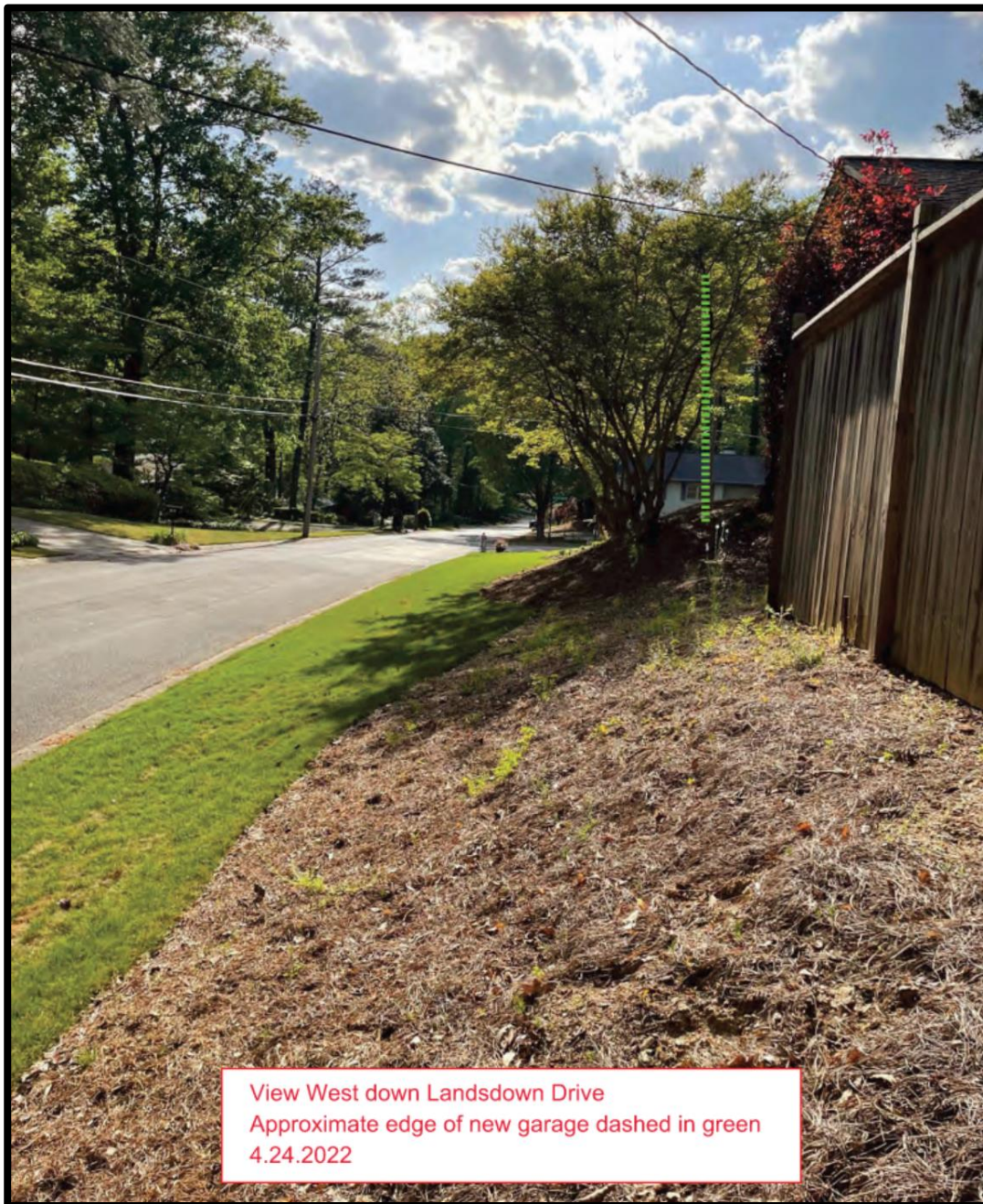
- No garage may encroach into a required setback, except where an alley provides access, in which case the garage may encroach into the rear setback.



View of subject property facing east from Heathfield Drive.



View of proposed extent of encroachment facing west.

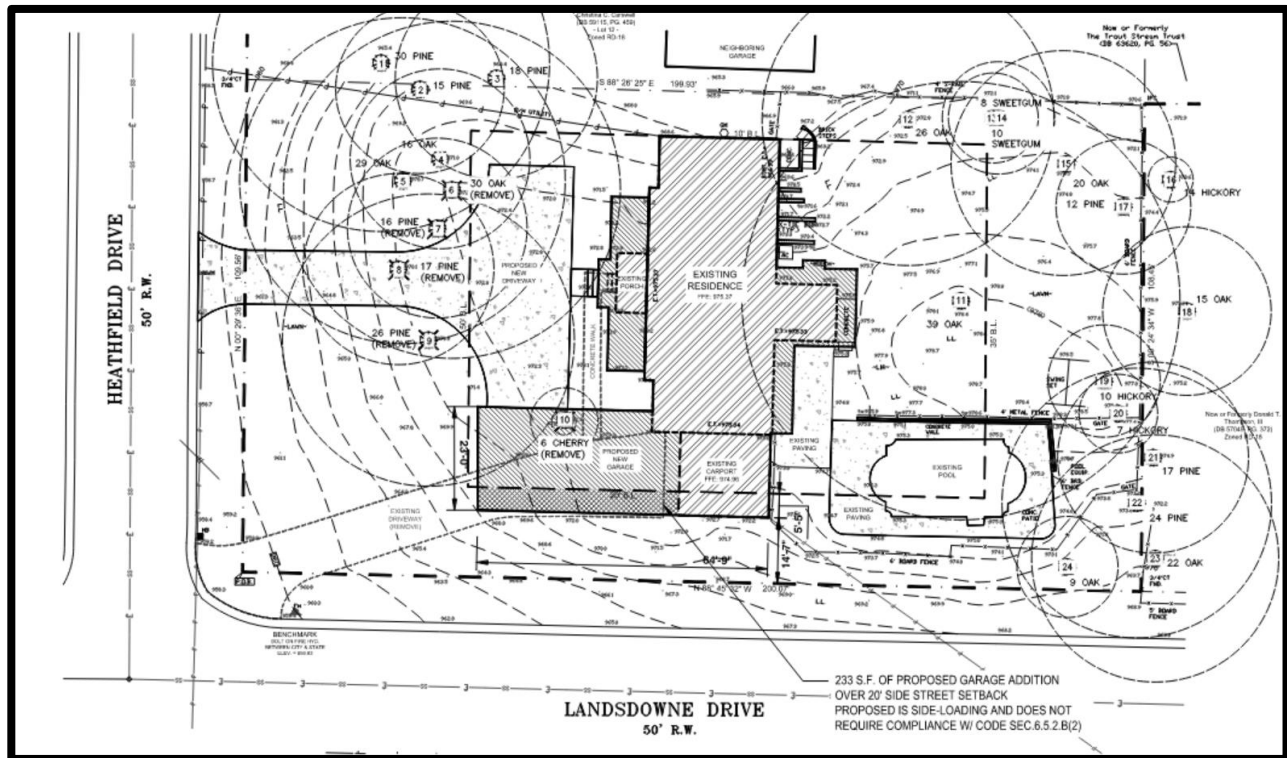


(All site photos provided by applicant within application.)



View West down Landsdown Drive
Approximate edge of new garage dashed in green
4.24.2022

Alternative Site Plan proposed by applicant.



While this alternative shows a “side-entry” alternative that would be more intrusive into the side-street setback, a side-entry could be entirely constructed within the buildable area based on space remaining within the front setback and the general layout of the property.

SIMILAR HOMES IN THE NEIGHBORHOOD

Next door to the applicant property (6825 Heathfield Drive).



View of neighbor across the street from property, with two-car garage (6825 Heathfield Drive).

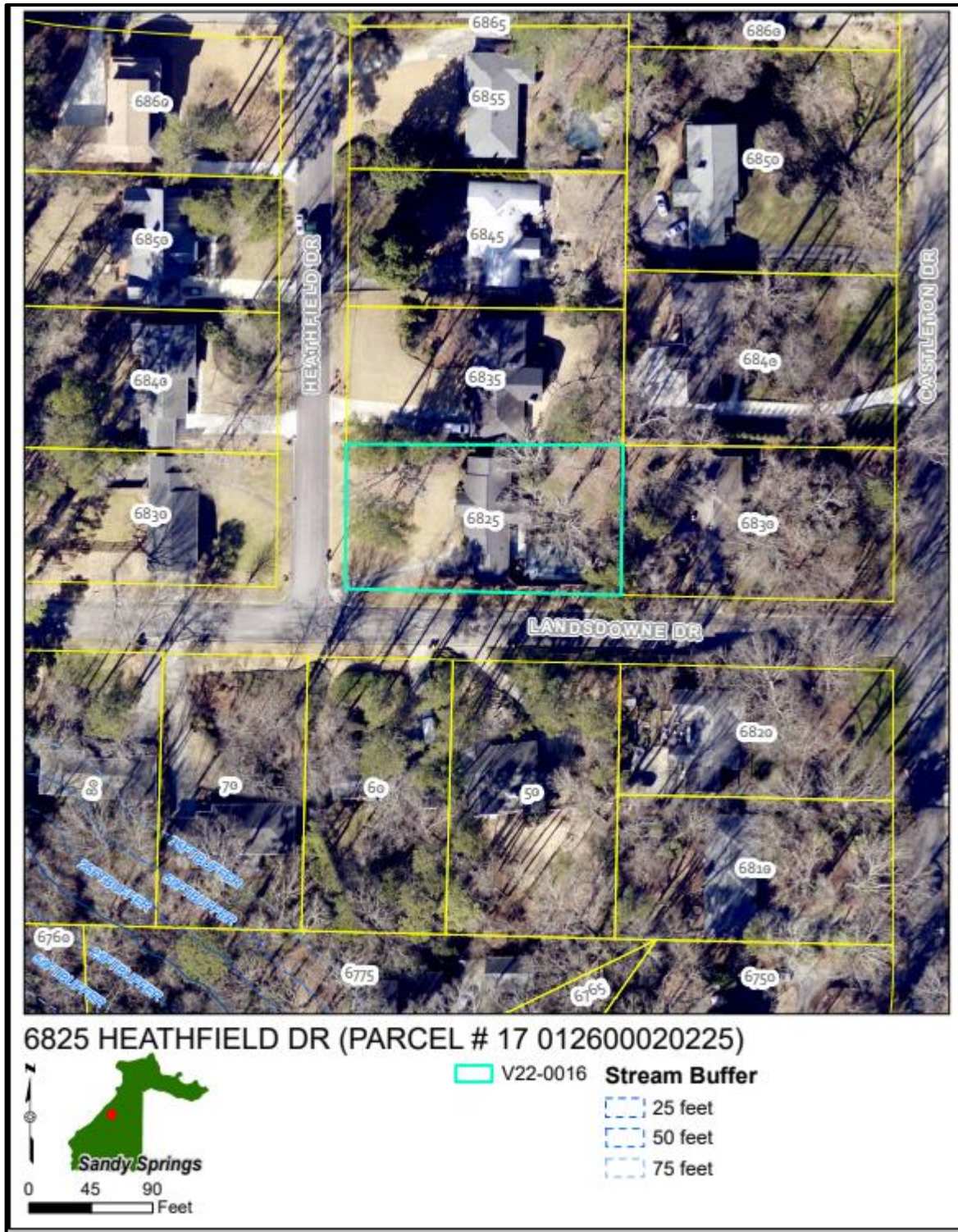


A similar style home in the neighborhood (Wyndham Hills).

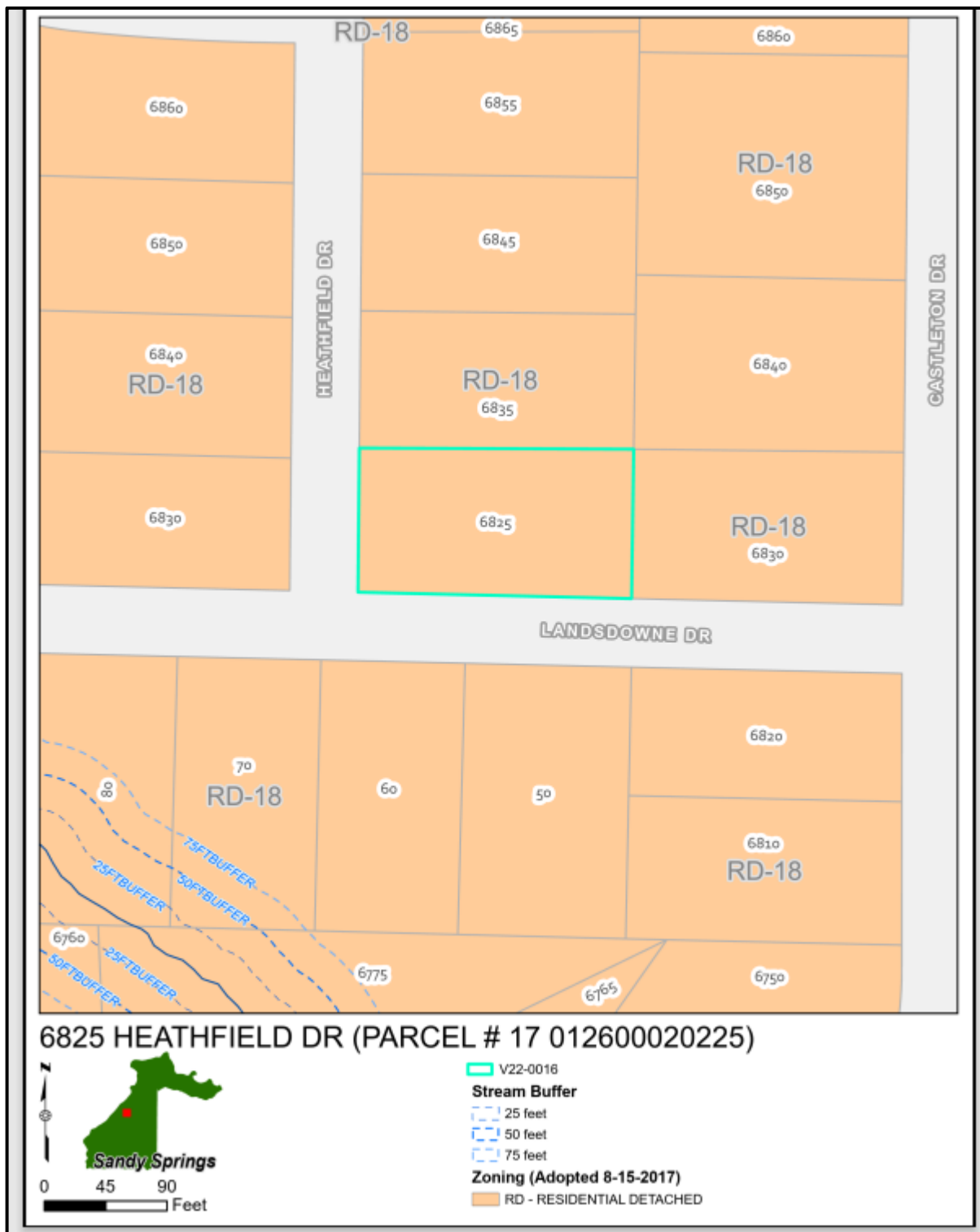


EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North (adjacent)	RD-18/ Single Unit Detached	6835 Heathfield Drive NW	0.46
West (adjacent)	RD-18/ Single Unit Detached	6830 Heathfield Drive NW	0.46
South (adjacent)	RD-18/ Single Unit Detached	60 Landsdowne Drive NW	0.48
South	RD-18/ Single Unit Detached	50 Landsdowne Drive NW	0.55
East	RD-18/ Single Unit Detached	6830 Castleton Drive	0.53
East (adjacent)	--	Heathfield Drive	--
PROPOSED DEVELOPMENT			
--	RD-18/ Single Unit Detached	6825 Heathfield Drive NW	0.50

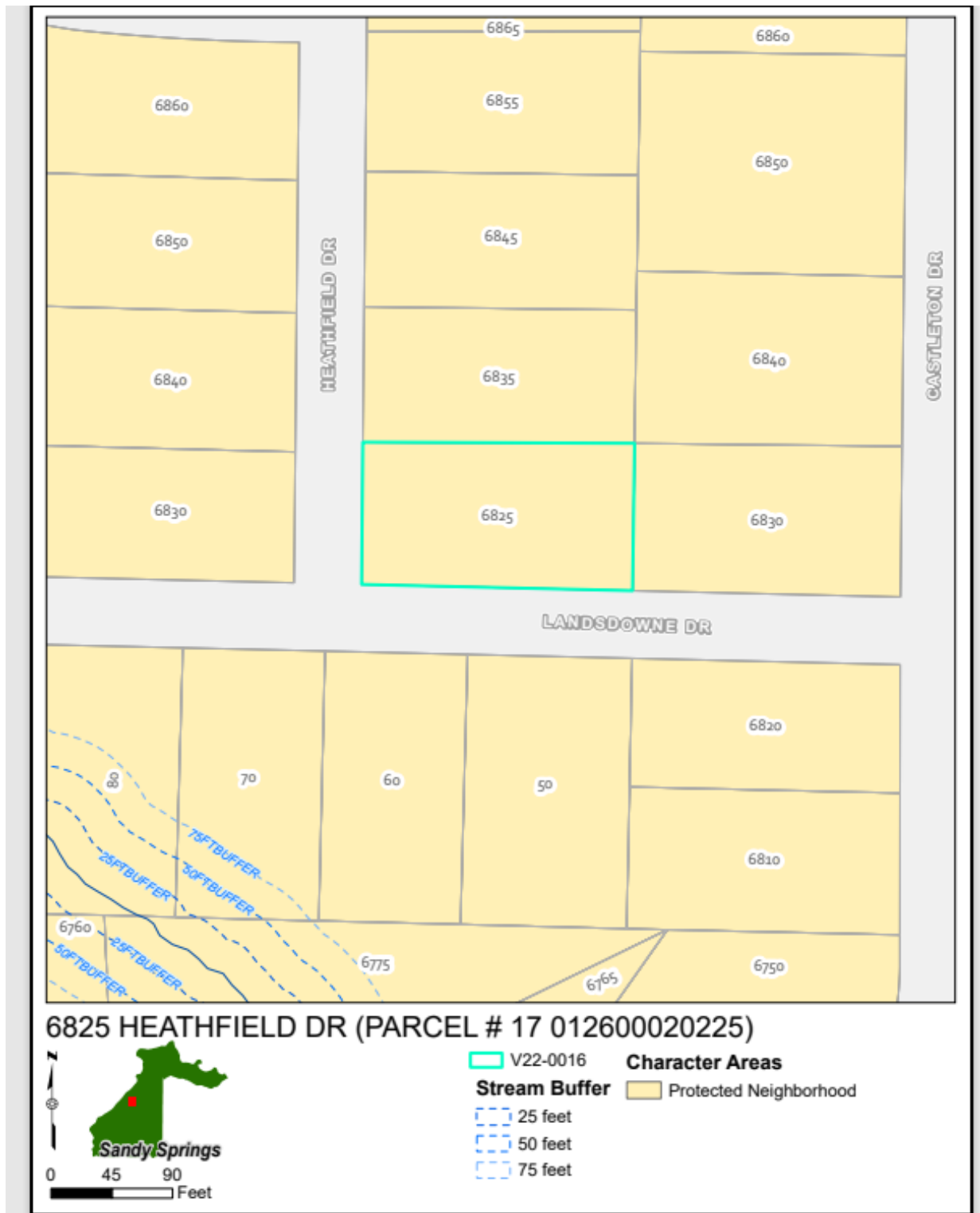
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



V22-0016 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 a hardship. The existing carport is currently four feet within the side-street setback. The residence currently enjoys a location for vehicles to be parked with cover. Additionally, there is considerable buildable area on the lot in the front yard remaining, where a side-entry garage would be viable without the need for any further variance from the Development Code. It is Staff's opinion that the application of the Development Code would create an inconvenience.

- 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: It is Staff's view that there are no extraordinary or exceptional conditions due to the size, shape or the topography of the subject site as a whole. While the property does have a fair amount of topographical change, it is not unique to the area. The size and shape of the property are also very similar to properties in the area.

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 size, shape, and topography of the subject property are not the result of action or inaction of the current property owners. The attached garage was built with the home in 1958, according to the Fulton County Tax Assessors.

- 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 not provide the minimum relief necessary to make possible the reasonable use of the property. The existing circumstances provide for a place to shelter cars and goods typically associated with accommodation for reasonable residential living. Additionally, there is alternative space remaining within the buildable area to design expansion that meets the Development Code.

- 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 or *The Next Ten Comprehensive Plan*. A major feature of *The Next Ten* is to protect and preserve the City's neighborhoods, and a way in which that is executed is through building setbacks and other regulations governing the location of buildings and structures. Thus, the request to further expand encroachment into the side-street setback does not support the *Next Ten*.

COMMENTS FROM OTHER PARTIES
Sandy Springs Public Works: No comment provided. Sandy Springs City Engineer (Site): No comment provided. Sandy Springs Land Development Manager: No comment provided. 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 Denial of Variance(s) V22-0016 for relief from Section 2.3.2., Section 6.5.2.B.1. to allow for encroachment of an attached garage into the side street setback an additional 4' 4" and ¼" (a total of up to 9' 9").



P&Z STAFF REPORT
Board of Appeals Hearing; June 8, 2022

Case: **AP22-00001 – Appeal of Decision**

Staff Contact: Ginger Sottile (gsottile@sandyspringsga.gov)

Report Date: June 1, 2022

REQUEST

To appeal the determination of the City Fire Marshal to require installing a sprinkler system be installed as a part of a substantial renovation to an existing tenant space, pursuant to City Code Section 22-34.
--

APPLICANT		
------------------	--	--

Property Owners: Xvr Propco, LLC	Petitioner: Simon H. Bloom	Representative: Simon H. Bloom
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PROPERTY INFORMATION	
-----------------------------	--

Location:	7840 Roswell Road, Building 500
-----------	---------------------------------

Council District:	2 – Kelly
-------------------	-----------

Road frontage:	Approximately N/A
----------------	-------------------

Acreage:	Approximately N/A
----------	-------------------

Existing Zoning: Existing Land Use:	OX-3 Office/Personal Use
--	-----------------------------

Character Area:	Commercial/Mixed Use
-----------------	----------------------

SUMMARY

For new or renovated commercial buildings Sandy Springs ordinances require that the structures are equipped with automatic fire sprinkler systems if the structure is greater than 5000 square feet or the occupancy has an occupant load greater than 100 persons. Substantial renovation is defined in the ordinance copied below.
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The petitioner believes that their project does not meet the threshold of substantial renovation and they should not be required to retrofit their building with the required sprinkler system.

RECOMMENDATION

Department of Community Development

Uphold the Fire Marshal's determination that the office suite located at 7840 Roswell Road be sprinkled pursuant to City Code Section 22-34, as a part of a substantial renovation.

AERIAL IMAGE (Location in outlined in red)



APPEAL CONSIDERATIONS

As per Section 22-1. of the City's Code of Ordinances, entitled *Fire Department Created*, it states:

There is created a fire department for the city. The department shall be composed of a fire chief and any fire officers or other employees as may be necessary. Subject to the direction of the city manager, the supervision and control of the department is vested in the fire chief. The fire department may provide any and all services as allowed by state law. The city manager shall appoint the fire chief and fire marshal.

And as per Section 22-27. of the City's Code of Ordinances, entitled *Appeals*, it states:

Any person aggrieved by an action of the fire chief or other city official or employee of the city fire department, including, but not limited to, disapproval of an application, refusal to grant a permit, regarding a determination that the International Fire Code or city ordinances do not apply or have been misconstrued, but excluding those actions or violations which are within the purview of the state fire marshal, or as otherwise required by law, may appeal and be heard by the city board of appeals in accordance with the rules and regulations as set forth by this Code, and said board.

The City of Sandy Springs Fire Marshal, as a designated officer of the Fire Chief, has the authority to enforce all the regulations relative to fire prevention and protection matters, of which regulations are found in Chapter 22 of Subpart A of the City Code. Therefore, the enforcement of Fire Code regulations as found in and derived from the International Fire Code, is under his jurisdiction and enforceable through the Department's review processes.

Further, the City of Sandy Springs, and in particular the Sandy Springs Fire Department, is charged with the protection of the life safety of its residents and visitors. To that end the City has at times, in compliance with state law, adopted ordinances that are stricter than prevailing national codes. Ordinance 22-34 details sprinkler requirements for new and renovated buildings within the city limits:

"New means any additions to existing buildings, whether vertically or horizontally, or any existing building or structure which shall be deemed to be a new building in the event such building or structure is subject to substantial renovation due to a fire or other hazard of serious consequence. For purposes of this definition, the term "substantial renovation" shall mean any construction project involving egress or internal features of such building or structure costing more than 50 percent the building's or structure's gross assessed value according to county tax records at the time of such renovation. For the purposes of this section, the 50 percent gross assessed value standard shall be calculated for each individual building or structure being renovated, and not the gross assessed value of a multi-building development which is contained in a single tax parcel. Any requirements of this section triggered by substantial renovation under this definition shall apply solely to the individual building or structure being renovated. Notwithstanding the foregoing, any requirements of this section triggered by substantial renovation to an individual building or structure contained within a larger multi-building

development on a single tax parcel, when such renovation costs more than 50 percent of the gross assessed value of the entire multi-building development, shall apply to the entire multi-building development.

- (b) Protection system required; exceptions. All new commercial buildings in excess of 5,000 square feet or with an occupant load greater than 100 persons shall be protected throughout with an approved automatic fire protection system, except as follows:*
- (1) For buildings less than 15,000 square feet constructed mainly for the storage of products with limited life loss potential some flexibility may be allowed. The owner may petition to the fire marshal for exception to sprinklers in the storage areas. The fire marshal will give consideration to such things as building construction, products stored, arrangement of storage, number of employees in the area, access to the building, and any other fire protection features provided. This exception will not be allowed for additions to existing sprinkled buildings.*
 - (2) For buildings storing materials that are water reactive or may be damaged by water fighting a fire, than by a fire, the fire marshal's office shall use the same considerations.*
 - (3) Additions to existing unprotected buildings where the addition totals less than 1,000 square feet; provided, however, the addition must be separated by a two-hour fire barrier in accordance with the city building code and is not required to be protected by some other applicable code.*
 - (4) All new multifamily residential structures shall be protected throughout with an approved automatic fire protection system in accordance with National Fire Protection Association Standards as adopted by the office of the insurance and safety fire commissioner.*
 - (5) All new one-family and two-family dwellings with a fire separation distance of less than 20 feet from another dwelling structure, or closer than ten feet to the property line, must be sprinkled with an approved automatic fire protection system in accordance with NFPA 13D as adopted by the office of the insurance and safety fire commissioner in the kitchen and fuel fired equipment rooms.*
 - (6) There shall be early fire detection systems in all sections of multifamily occupancies as required by the International Property Maintenance Code. All new multifamily structures shall include a hardwired early fire detection system. Existing buildings may have an approved battery operated smoke detector. The fire marshal may require a hard-wire detection system if battery operated detectors are not maintained according to manufacturer's recommendation.*
 - (7) The owner is responsible for the inspection and testing of the sprinkler system in accordance with the rules of the state safety fire commissioner on all structures required to have sprinkler systems pursuant to this Code.*

If this section in any way conflicts with the provisions in the International Building Code, the fire prevention code, or the life safety code, the more restrictive shall apply.

Adding an automatic sprinkler system to a structure is the most effective way to reduce risk of loss of life due to fire. According to the National Fire Protection Association Research Center, when compared to reported fires in properties with no automatic extinguishing systems (AES), when sprinklers were present, the civilian fire death and injury rates per fire were 89 percent and 27 percent lower, respectively. The rate of firefighter injuries per fire was 60 percent lower.

With the goal of life safety in mind the City of Sandy Springs adopted the above copied ordinance when the City was founded 15 years ago. The ordinance is very similar to ordinances in surrounding jurisdictions trying to achieve the same goal. The subject property has a proposed renovation cost of \$1,163,159.00 with a tax assessor's value of \$ 1,295,160. This value well exceeds the 50% threshold identified in the city ordinance and should require the retrofit of a sprinkler system. This opinion is shared by both the City attorney's office and the City building official.

COMMENTS FROM OTHER PARTIES

N/A

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Staff respectfully recommends the Board of Appeals uphold the determination of the City Fire Marshal.
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April 25, 2022

**VIA CERTIFIED MAIL AND
EMAIL**
(GSottile@sandyspringsga.gov)

Ginger Sottile
Community Development Director
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

Re: Intent to Appeal Regarding 7840 Roswell Road, Building 500, Sandy Springs, GA 30350 (the "Property")

Dear Ms. Sottile:

This appeal concerns an April 6, 2022 decision by Deputy Fire Marshall William Westbrook requiring the installation of a sprinkler system at the above-referenced Property. Owner Xvr Propco, LLC ("Xvr"), with its tenant, is renovating the Property to function as a beauty school. The renovation will largely reuse existing partitions, while removing a portion of existing partitions, installing some additional partitions, and installing new electrical and HVAC systems.

Mr. Westbrook has determined that Xvr is required to install a sprinkler system pursuant to Code Section 22-34. Pursuant to that section:

New means any additions to existing buildings, whether vertically or horizontally, or any existing building or structure which shall be deemed to be a new building in the event such building or structure is subject to substantial renovation due to a fire or other hazard of serious consequence. For purposes of this definition, the term "substantial renovation" shall mean any construction project involving egress or internal features of such building or structure costing more than 50 percent the building's or structure's gross assessed value according to county tax records at the time of such renovation. . . All new commercial buildings in excess of 5,000 square feet or with an occupant load greater than 100 persons shall be protected throughout with an approved automatic fire protection system . . .

The words "whether vertically or horizontally" clearly indicate that this requirement will apply to renovations which increase the square footage of the building, whether by the addition of an additional floor to the building or an extension from the

building. Despite this, both Mr. Westbrook and city attorney Daniel Lee have decided this provision applies.

Their analysis is further betrayed by Code Section 22-34(b)(3): "Additions to existing unprotected buildings *where the addition totals less than 1,000 square feet*; provided, however, the addition must be separated by a two-hour fire barrier in accordance with the city building code and is not required to be protected by some other applicable code." Again, the code section contemplates additional square footage rather than renovation of *existing* space. Clearly, Xvr's renovations, which will not alter the size of the building, are not governed by Code Section 22-34.

Mr. Westbrook and Mr. Lee have also suggested that the Property must include sprinklers because it is undergoing a "substantial renovation." However, Code Section 22-34 clearly states sprinklers are only required where that renovation is "due to a fire or other hazard of serious consequence." No such fire or hazard has necessitated the renovation. Rather, Xvr and its tenant have commenced the renovation so that the Property will be suitable for a beauty school.

Accordingly, Xvr requests that the City Board of Appeals relieve Xvr from the requirement that it install a sprinkler system. Insistence on this incorrect interpretation will cost Xvr hundreds of thousands of dollars in rental income and future value of the Property. Xvr's tenant must be able to move into the Property by June 1, 2022, and Xvr simply will not be able to make the space ready for the tenant in time if it is required to install the sprinklers. In such an event, Xvr would lose its tenant, resulting in substantial damages to both parties given the expenses on improvements to update the Property for a specific use. Should that occur, Xvr will be left with no choice but to seek recovery of those losses from the City.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Simon H. Bloom', with a long horizontal line extending to the right.

Simon H. Bloom

Enclosure

ADMINISTRATIVE APPEAL FROM A DECISION BY THE SANDY SPRINGS FIRE MARSHALL APPLICATION

Project #: _____ Date Received: _____

*** Project:**

Name of Project / Subdivision: _____ Zoning: C3
Property Address / Location: 7840 Roswell Road, Building 500, Sandy Springs, GA
District: _____ Land Lot: _____ Block: _____ Property ID: 17 0030 LL0777

*** Owner Information:**

Owner's Name: Xvr Propco, LLC
Owner's Address: 1170 Peachtree Street, Suite 2000, Atlanta, GA 30309
Phone: _____ Fax: _____ Email: _____

ACTION/DECISION BEING APPEALLED FROM:

Fire Marshal decision requiring sprinklers on property under Code Section 22-34 _____

*****Please attached a separate sheet of paper titled "Intent to Appeal" whereby you describe, as detailed as possible, the reason for the appeal, including references to appropriate code sections and desired outcome.**

Applicant Information: ☐ Check here if same as Property Owner

Contact Name: Simon H. Bloom
Address: 977 Ponce de Leon Ave, Atlanta, GA 30306
Phone: 404-577-7710 Fax: _____ Email: sbloom@bloom-law.com

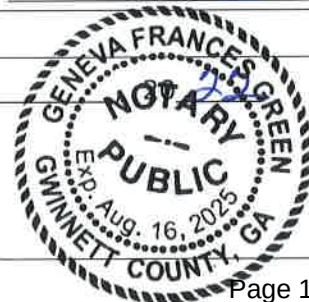
*** Terms & Conditions:**

I hereby certify that to the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Sandy Springs Ordinances. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Sandy Springs Ordinances) will result in the rejection of this application.

Applicant's Name: Simon H. Bloom
Applicant's Signature: _____ Date: 4/25/22

*** Notary:**

Sworn to and subscribed before me this 25th Day of April
Notary Public: Geneva Frances Green
Signature: Geneva Frances Green
My Commission Expires: 8/16/2025



*** Office Use:**

Application Fee: ☐ \$____for Single-Family ☐ \$____ for Commercial (sign fee not required) Fee: \$	
Payment: ☐ Cash ☐ Check ☐ CC	Date: _____
☐ Admin. Decision Confirmed ☐ Admin. Decision Reversed	Date: _____