



SANDY SPRINGS

GEORGIA

PLANNING COMMISSION

Reed Haggard, Chair

Robin Conklin

Elizabeth Kelly

Dave Nickles

Andy Porter

Andrea Settles

Karen Trylovich

Wednesday, June 22, 2022

Regular Meeting

6:00 PM

The Planning Commission 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/pcmeeting
Teleconference:	Phone: (646) 558-8656 Webinar ID: 818 0393 5386
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. PC2022-004 May 18, 2022 Planning Commission Meeting

(Presented by Raquel González, City Clerk)

V. Cases

A. PC2022-005 RZ22-0002

Request for a Zoning Map Amendment (Rezoning) from RE-1 (Residential Estate, 1 acre minimum) to RT-3 (Residential Townhouse, 3 stories maximum height).

(Presented by Matthew Anspach, Senior Planner)

B. PC2022-006 TA22-0001

An Ordinance to amend the following Development Code Divisions:

*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.*



SANDY SPRINGS

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- Div. 1.2 Districts
- Div. 4.1. District Intent Statements
- Div. 4.4. Commercial Mixed Use (CX-)

(Presented by Matthew Anspach, Senior Planner)

VI. Ongoing Business

VII. New Business

A. 2022-007 Next Ten 5-year Update Draft Presentation

(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)

VIII Adjournment

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

Meeting of the Sandy Springs Planning Commission was held on May 18, 2022 at 6:00 p.m., Chair Reed Haggard presiding.

I. Call to Order

Chair Reed Haggard called the meeting to order at 6:00 pm.

II. Roll Call and General Announcements

Members present: Chair Reed Haggard, Vice Chair Andy Porter, Member Robin Conklin, Member Elizabeth Kelly, Member Dave Nickles, Member Andrea Settles

Members absent: Member Karen Trylovich

III. Approval of Meeting Agenda

Motion and vote. A motion was made by Member Elizabeth Kelly, seconded by Member Andrea Settles, to approve the meeting agenda. The motion carried by unanimous vote.

IV. Approval of Meeting Minutes

A. PC2022-002 January 19, 2022 Planning Commission Meeting

Motion and vote. A motion was made by Member Andrea Settles, seconded by Member Dave Nickles, to approve the January 19, 2022 Planning Commission meeting minutes. The motion carried by unanimous vote.

V. Cases

A. PC2022-00 U21-0005

Conditional Use Permit U21-0005 to allow a currently operating private school use in an existing building

Chair Reed Haggard opened the public hearing.

Support

1. Jordan Edwards- 4062 Peachtree Rd NE Ste. A330, Atlanta, GA

Opposition

1. William Preston-- 124 Silverwood Rd, Atlanta, GA

Chair Haggard closed the public hearing.

Motion and vote. A motion was made by Member Andrea Settles, seconded by Member Elizabeth Kelly to approve Case No. U210005, conditional upon the items that are listed by the staff. The motion passed by majority vote.

Passed Yeas 4, No 1, Abstained 0

Yeas: Member Andrea Settles, Member Robin Conklin, Member Elizabeth Kelly,
Member Dave Nickles

Nays: Vice Chair Andy Porter

VI. Ongoing Business

There was no ongoing business to discuss.

VII. New Business

Chair Reed Haggard stated Planning Commission members will soon receive a presentation from City Staff on the findings of the Next Ten project.

Chair Haggard requested for new name tags for Planning Commission members.

VIII. Adjournment

There being no further business, the meeting adjourned at 6:47 p.m.

Approved: June 22, 2022

Reed Haggard, Chair

Raquel D. González, City Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Planning Commission Members

FROM: Matthew Anspach, Senior Planner

DATE: June 15, 2022 Submission for the June 22, 2022 Meeting

ITEM: **RZ22-0002**

Request for a Zoning Map Amendment (Rezoning) from RE-1 (Residential Estate, 1 acre minimum) to RT-3 (Residential Townhouse, 3 stories maximum height).

Recommendation:

Staff recommends Approval of Zoning Map Amendment RZ22-0002, request for a Zoning Map Amendment of 6669 Peachtree Dunwoody Road (Parcel # 17 0020 LL0175) from the RE-1 (Residential Estate, 1-acre minimum lot size) zoning district to the RT-3 (Residential Townhouse, 3 story maximum) zoning district.

Background:

The site, 6669 Peachtree Dunwoody Road is currently developed with a mostly vacant single unit detached house located in the Residential Estate (RE-) Zoning District. The lot's Character Area classification was amended in March of this year to be located within the Urban Neighborhood Character Area, which is of course now incongruent with the existing zoning designation. The applicant seeks to rectify this conflict by amending their zoning to a district that is within the Urban Neighborhood Character Area, Residential Townhouse (RT-3).

Discussion:

It is Staff's understanding that the applicant has spent considerable time and effort beyond the required Community Meetings with the neighboring communities of Drayton Hall and Glen Meadow. In doing so, the surrounding community seems to be in general agreement with the request to rezone, as does City Staff.

Alternatives:

The Planning Commission could vote to recommend denial of RZ22-0002, recommend modifications to RZ22-0002, or to defer a decision on their recommendation for RZ22-0002 to the next meeting date.

Attachments:

1. PC Presentation
2. RZ22-0002 Package

Planning Commission

June 22, 2022



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RZ22-0002

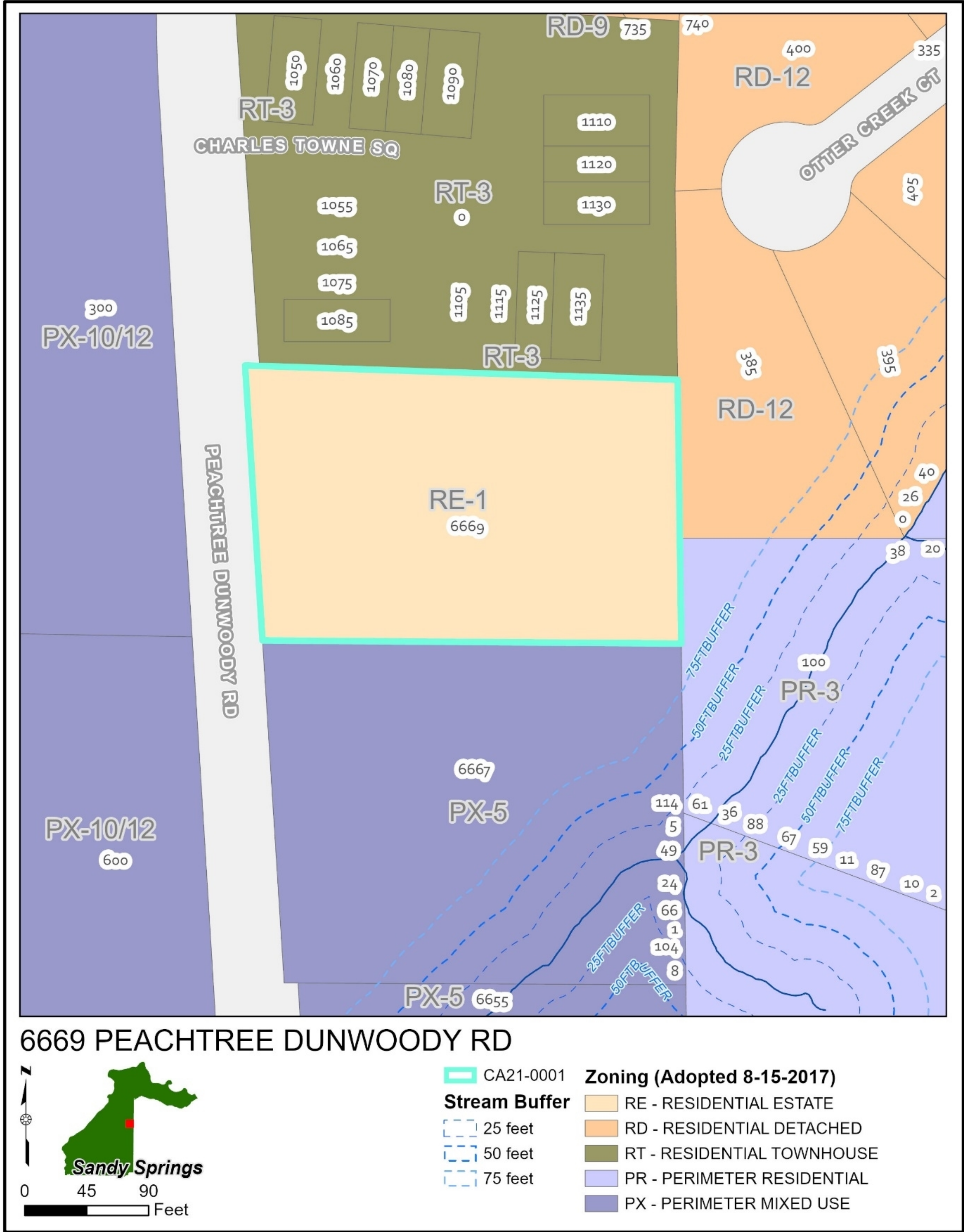
6669 Peachtree Dunwoody Road

**Recommendation–
Planning Staff: Approval**

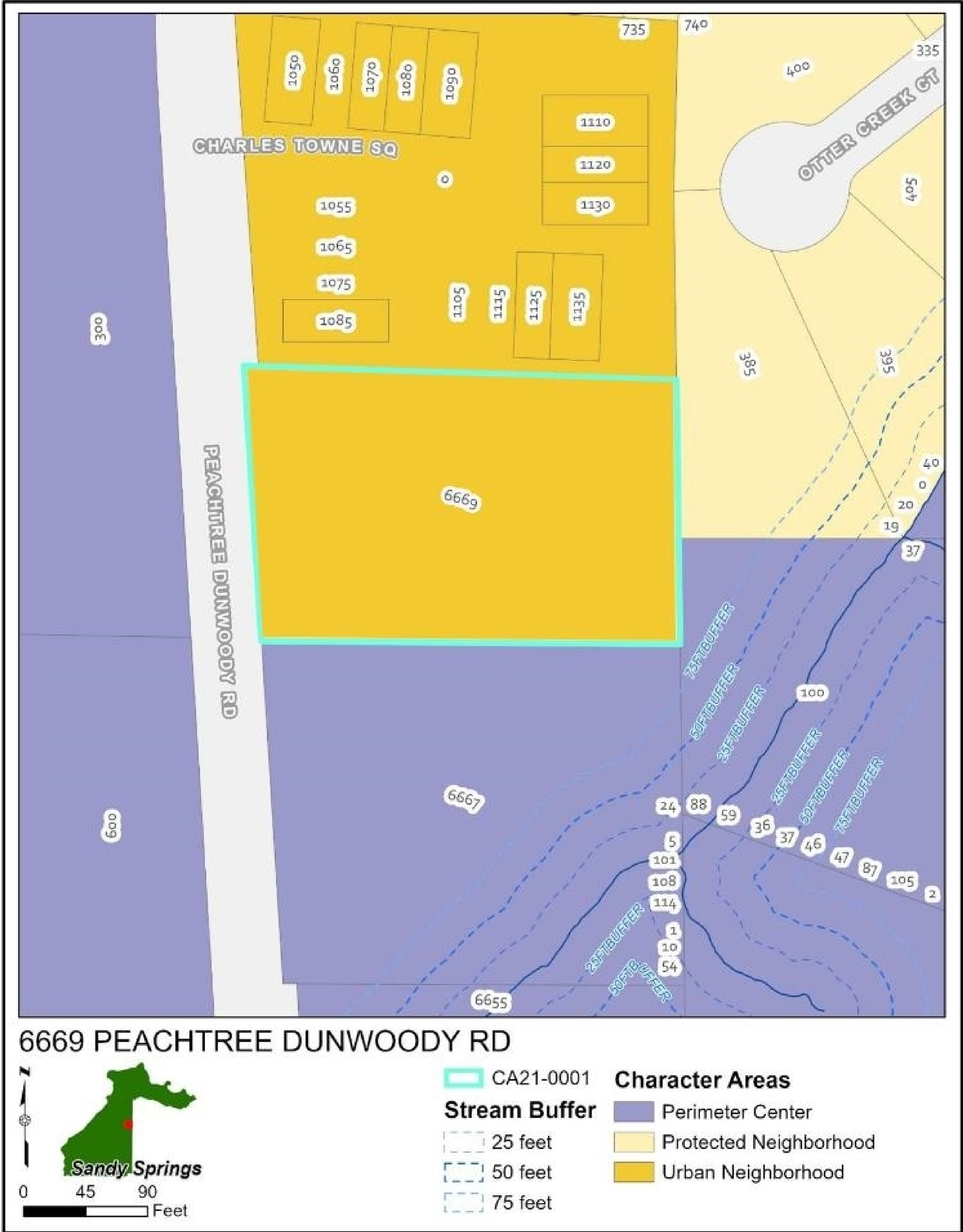
Request

Request for a Zoning Map Amendment (Rezoning) from RE-1 (Residential Estate, 1 acre minimum) to RT-3 (Residential Townhouse, 3 stories maximum height).

Zoning Map



Character Area Map



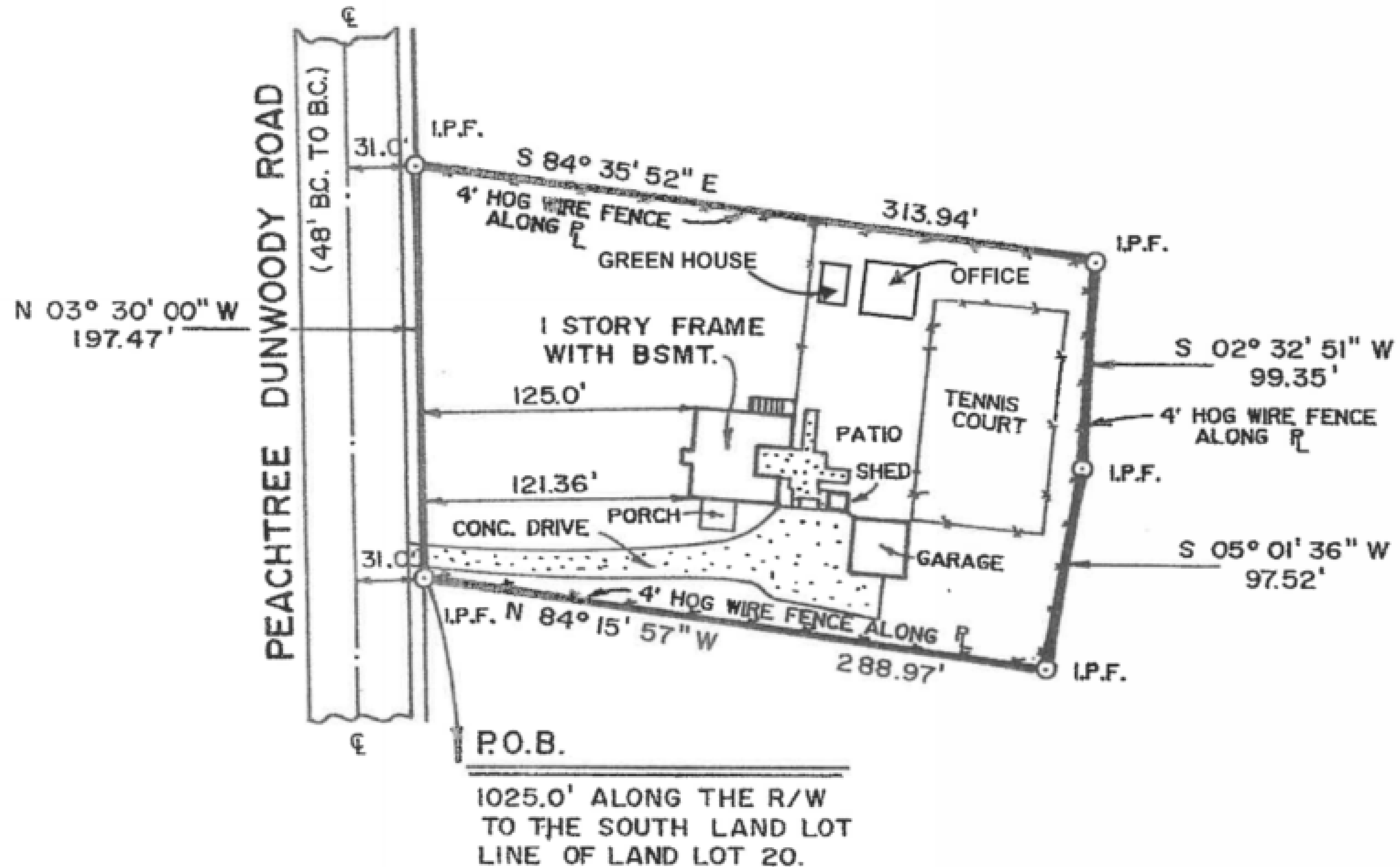
Existing Conditions



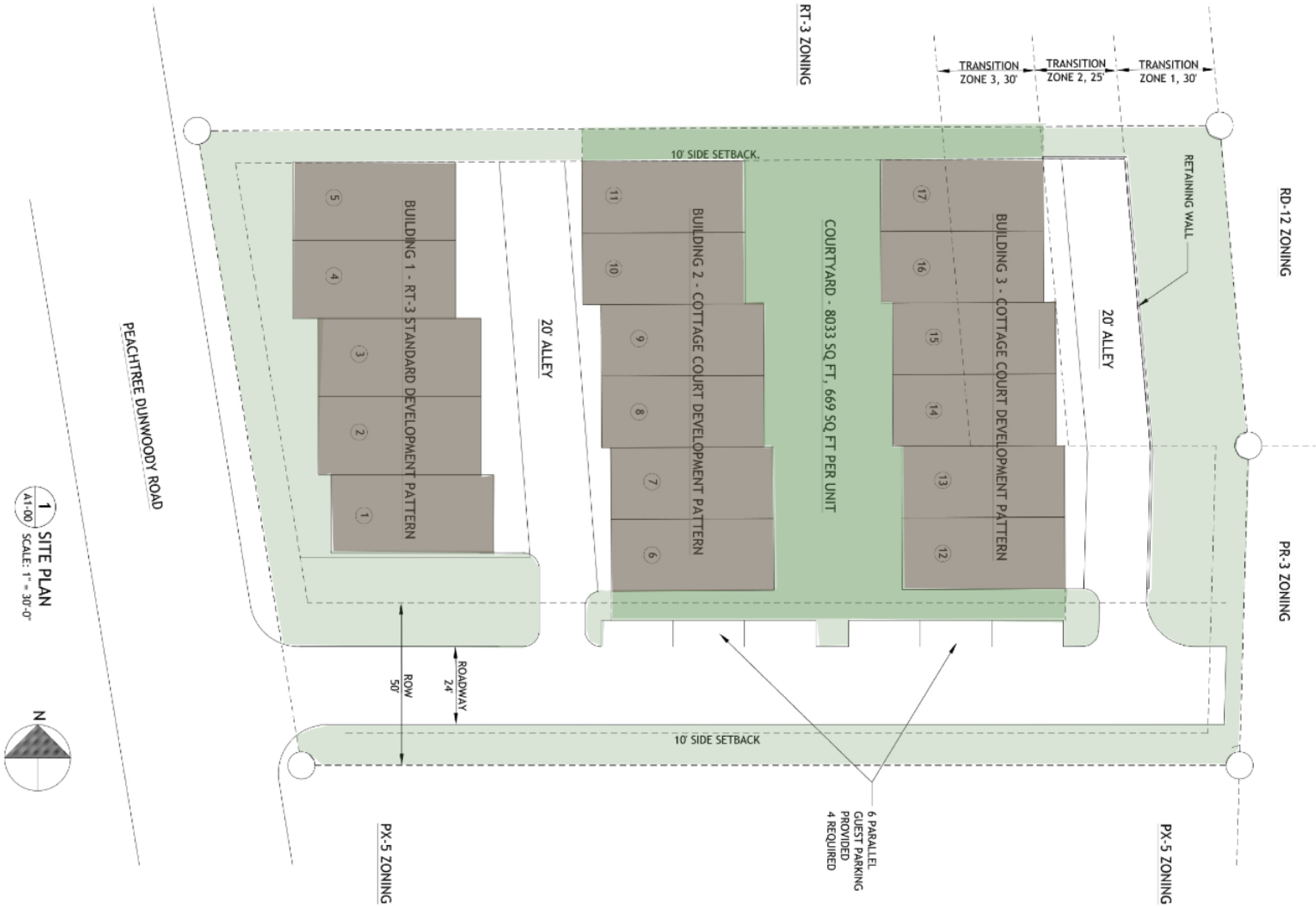
Site Conditions



Survey



Site Plan



Proposed Development

- A proposed development is not required; however, the applicant is proposing to develop approximately 15 townhouses on the site, with the creation of a new private street
- From a residential perspective, the proposed use allowance would expand from single unit **detached** homes to what would allow for multiple single unit **attached** homes
- Day care could be permitted under a Conditional Use Permit; a bed and breakfast would be permissible by right among other uses

Zoning Map Amendment (Rezoning) Considerations

- 6669 Peachtree Dunwoody Road is currently in the RE-1 District but also in the Urban Neighborhood Character Area (which contains the RT-3 zoning district). There is a similar sized property, also zoned RT-3 neighboring to the north
- Site plan is not required – goal is to consider appropriateness of proposed change in regard to potential allowed uses within proposed zoning district – in this case primarily single unit detached to single unit attached
- Concept “as-is” is in line with vision for the Perimeter Center Small Area Plan
- Meets the goals of The Next Ten to help realize redevelopments which promote more compact and walkable places
- Appropriate for the current and planned character of the area

Recommendation

Following review, and based on the findings, Staff recommends **Approval of Zoning Map Amendment (Rezoning) RZ22-0002**, to rezone from RE-1 to RT-3.



P&Z STAFF REPORT

Planning Commission Meeting, June 22, 2022

Case: **RZ22-0002 – 6669 Peachtree Dunwoody Road**
Staff Contact: Matthew Anspach (MAnspace@SandySpringsga.gov)
Report Date: June 13, 2022

REQUEST

Request for a Zoning Map Amendment (Rezoning) from RE-1 (Residential Estate, 1 acre minimum) to RT-3 (Residential Townhouse, 3 stories maximum height).

APPLICANT

Property Owner(s):	Petitioner(s):	Representative(s):
Michael T. Austin	Gary Hammond (Landbridge Development, LLC)	Gary Hammond

SUMMARY

The Applicant requests a Zoning Map Amendment of **6669 Peachtree Dunwoody Road (Parcel # 17 0020 LL0175)** from the RE-1 (Residential Estate, 1-acre minimum lot size) zoning district to the RT-3 (Residential Townhouse, 3 story maximum) zoning district.

RECOMMENDATION

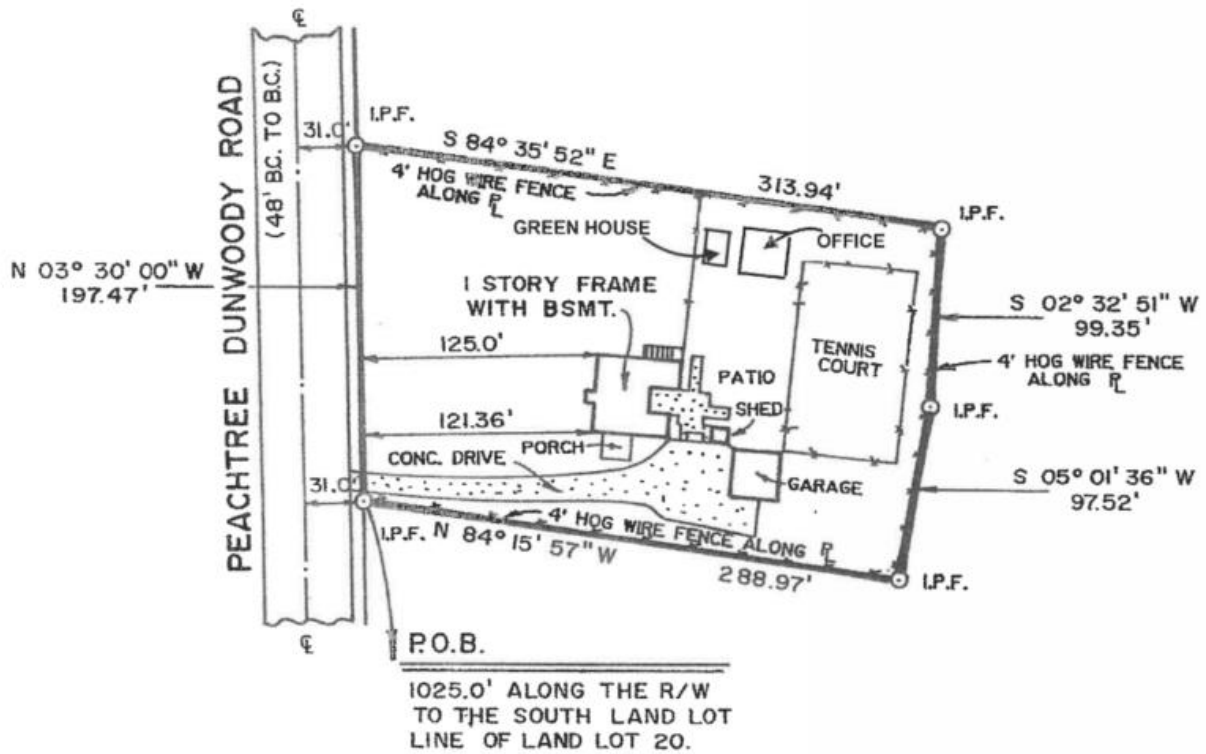
Department of Community Development

Staff recommends **Approval** of **Zoning Map Amendment (rezoning)** RZ22-0002.

MATERIALS SUBMITTED AND REVIEWED	
Materials: 1. Application, received April 12, 2022 Plans: 1. “ <i>REFERENCE SURVEY FOR: NORTHPARK ASSOCIATES II, LTD,</i> ” prepared by Georgia Land Surveying Co. Inc. Land Surveyors, signed and sealed by David A. Burre, R.L.S., dated February 22, 1994, received July 19, 2021	

PROPERTY INFORMATION	
Location:	6669 Peachtree Dunwoody Road (Parcel # 17 0020 LL0175)
Council District:	4 – Jody Reichel
Road frontage:	Approximately 197 feet of frontage on Peachtree Dunwoody Road
Acreage:	Approximately 1.27 acres
Current Zoning: Existing Land Uses:	RE-1 (Protected Neighborhood) Single Unit Detached Residential
Previous Zoning Cases:	Character Area Map Amendment CA21-0001 was approved.
Character Area:	Urban Neighborhood

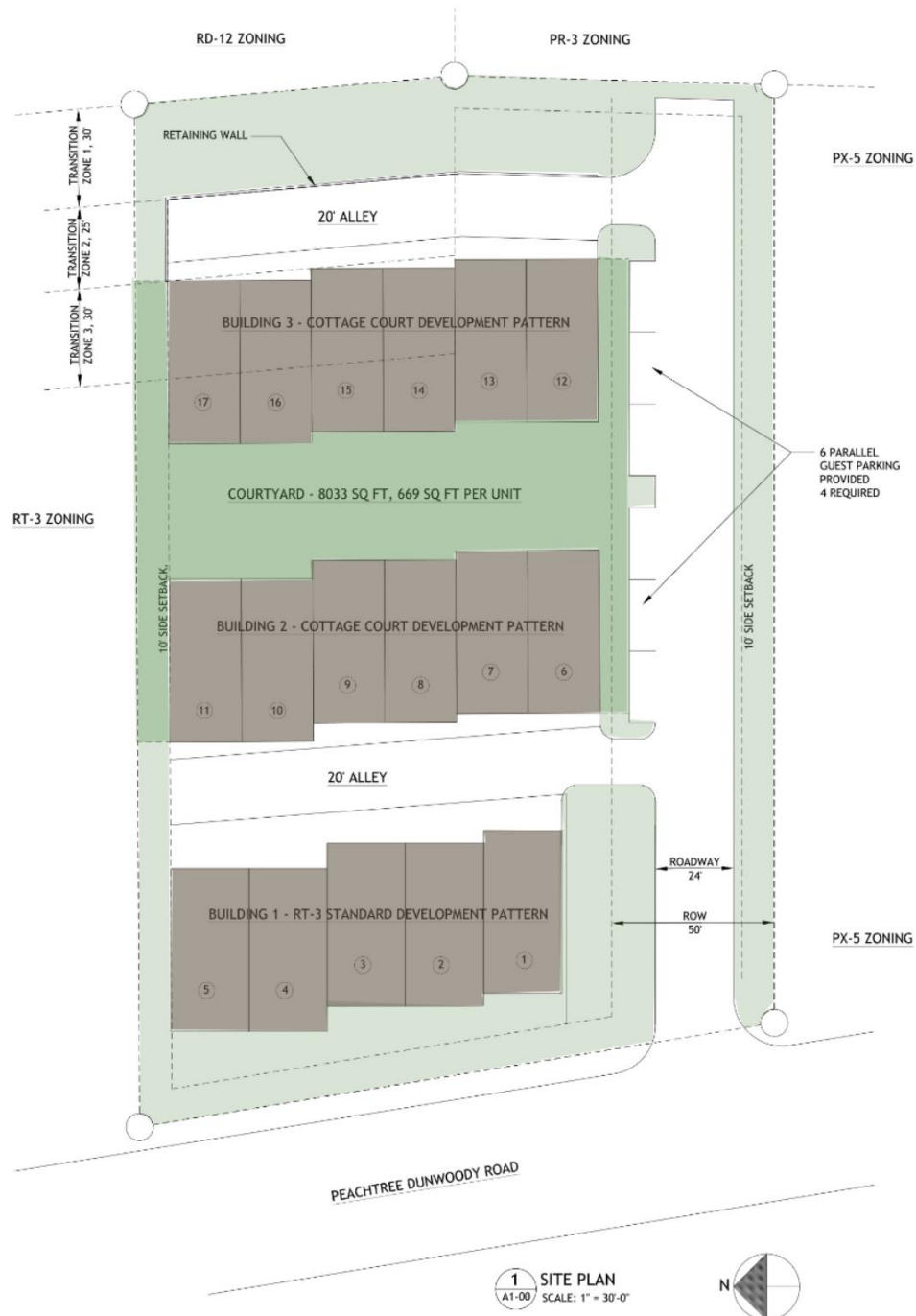
PROCESS			
Initial Community Meeting (CMI): N/A (Post CAMA)	Second Community Meeting (CMII): April 12, 2022	Planning Commission Hearing: June 22, 2022	Mayor and City Council Hearing: July 19, 2022



PROPOSED DEVELOPMENT

No site plan is required for a Zoning Map Amendment (rezoning). The goal with Zoning Map Amendments is to consider the proposed zoning and land use change, rather than the specifics of a future development.

However, the applicant has been very active with the surrounding community in attempting to determine a suitable plan for the site. The following renderings show some of the concepts that have been considered from a rendering and substantial layout perspective:





1 BUILDING 1 STREET VIEW
A1-05 1/8" = 1'-0"



2 BUILDING 1 DRIVEWAY VIEW
A1-05 1/8" = 1'-0"



1 BUILDING 2 COURTYARD VIEW
A1-06 1/8" = 1'-0"



2 BUILDING 2 DRIVEWAY VIEW
A1-06 1/8" = 1'-0"



1 BUILDING 3 COURTYARD VIEW
A1-02 1/8" = 1'-0"



2 BUILDING 3 DRIVEWAY VIEW
A1-02 1/8" = 1'-0"



DRIVEWAY VIEW FROM NORTH



PEACHTREE DUNWOODY RD VIEW



COURTYARD VIEW

The following images show the existing conditions of 6669 Peachtree Dunwoody Road (Parcel # 17 0020 LL0175):



Front of parcel from Peachtree Dunwoody Road, facing east



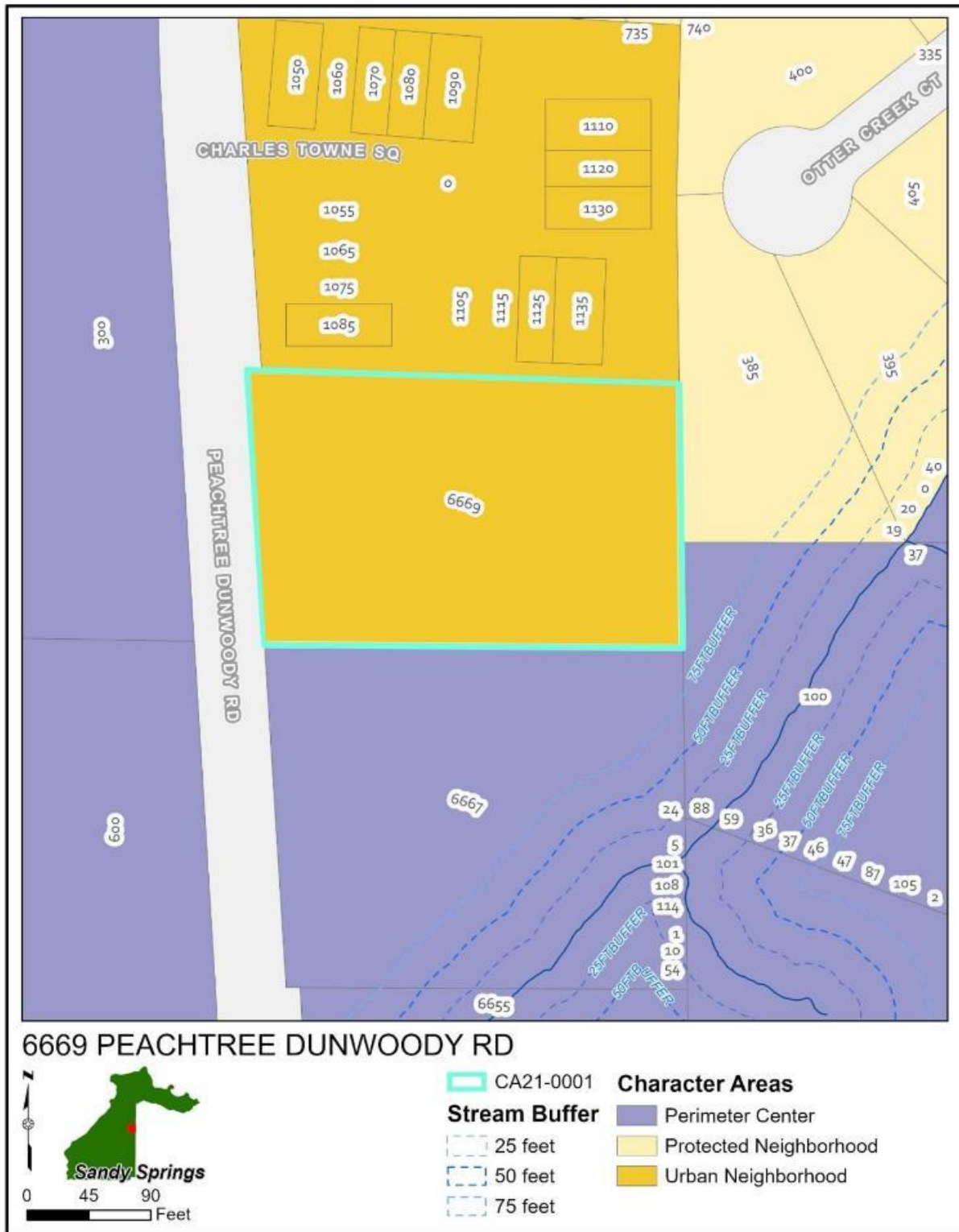
(Photographs by Matthew Anspach, September 14, 2021)

EXISTING CHARACTER AREAS, ZONING, AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Character Area / Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	Urban Neighborhood / RT-3 / Single unit attached residences	Drayton Hall Subdivision	1.90
Northeast	Protected Neighborhood / RD-12 / Single unit detached residence	385 Otter Creek Ct	0.62
Northeast	Neighborhood Village / RD-12 / Single unit detached residences	Glen Meadow Subdivision	Appx. 17
Southeast	Perimeter Residential / PR-3 / Multi Unit	100 Preston Woods Trl. MAA Mount Vernon (Preston Woods)	Appx. 11
South	Perimeter Mixed Use / PX-5 / Office	6655/6667 Peachtree Dunwoody Road (Newell Rubbermaid)	3.91
Southwest / West	Perimeter Mixed Use / PX-10/12	300/600 Embassy Row (Embassy Row)	12.83
PROPOSED DEVELOPMENT			
--	Perimeter Center / TBD / Multi-Unit	6669 Peachtree Dunwoody Road (Parcel # 17 0020 LL0175)	1.27

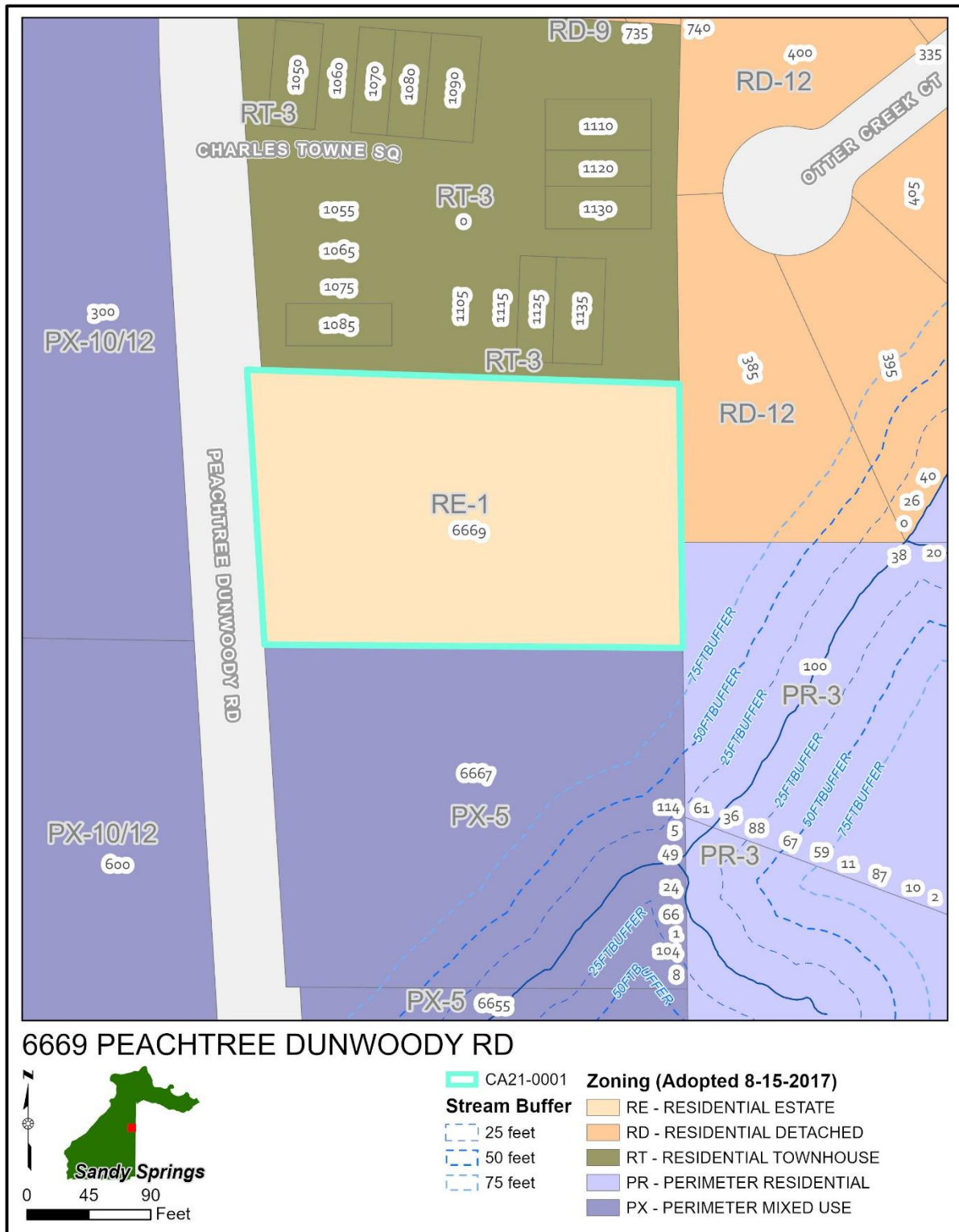
AERIAL IMAGE



CHARACTER AREA MAP



ZONING MAP



ZONING MAP AMENDMENT (REZONING) CONSIDERATIONS

Per Sec. 11.3.6.C. of the Development Code, the following list of approval criteria for a Zoning Map Amendment (Rezoning) provides guidance for making decisions on approval:

1. The Zoning Map Amendment corrects an error or meets the challenge of some changing condition, trend or fact.

Finding: The proposed Zoning Map Amendment does not correct an error. However, it does meet the challenge of changing conditions, trends, and facts. The estate lot has not been an adequate zoning designation in the area---particularly facing the Peachtree Dunwoody Road corridor for many years. The nearest Residential Estate zoning to the subject property is over a half a mile away, in a direct line. As indicated in the Existing Land Uses and Zoning of Property in the Vicinity table and the Zoning Map above, most of the parcels in the vicinity of the subject properties are zoned RT-3 or denser (PX-, PR- and so on).

The subject area, Peachtree Dunwoody Road, as well as the entire Perimeter Center district, is experiencing and is expected to continue to see considerable urban development. Thus, there are changing conditions and trends in the area with which the proposed Zoning Map Amendment is consistent. The proposed Zoning Map Amendment would help increase the amount and range of housing options where appropriate within the City, keeping consistency with the housing goals of the Next Ten. The trend in the vicinity of the site is that of a more urban, in-town living along Peachtree Dunwoody Road; which is appropriate for this type of housing.

2. The Zoning Map Amendment substantially conforms with the Comprehensive Plan.

Finding: The proposed Zoning Map Amendment substantially conforms with The Next Ten Comprehensive Plan. The Next Ten prioritizes mixed use redevelopment of underutilized or aging properties in commercial centers and community nodes like City Springs. As previously stated, another goal of The Next Ten is to increase housing supply and provide a range of housing choices.

There are multiple adjacent and nearby properties that fall under Urban and Protected Neighborhood Character Areas and the more intense Perimeter Center Character Area. City Council approved the Character Area to be amended from Protected Neighborhood to Urban Neighborhood in March of this year (2022). This action would indicate no less than a townhouse style development for the property which cannot be realized under the current zoning allowances offered in RE-1.

In Staff's view, the Amendment would constitute substantial conformance with the remainder of the Next Ten as it would also serve as an appropriate land use transition.

3. The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code.

Finding: The proposed Zoning Map Amendment conforms with the stated purpose and intent of the Development Code. The purpose of the Development Code is to guide the City's future growth in alignment with the vision set forth by The Next Ten, which the proposed Zoning Map Amendment would do. The Development Code was created to help foster more predictable development results and a higher-quality public realm.

The Development Code is intended to encourage reinvestment, promote redevelopment, provide standards for compatible transitions, achieve design excellence, and promote housing options. The proposed Zoning Map Amendment would likely encourage reinvestment and redevelopment of

underutilized sites. Thus, the proposed Zoning Map Amendment substantially conforms with the stated purpose and intent of the Development Code.

For these reasons, Staff believes that the Amendment would reinforce the existing character of the area while serving as a buffer for those properties with more moderate land use intensity.

4. *The Zoning Map Amendment will reinforce the existing or planned character of the area.*

Finding: The subject property is in the Urban Neighborhood Area, which is intended “to allow enhancement of transitional urban neighborhoods...A variety of housing types, including urban single-family ownership options such as attached units and small lot detached units, are allowed as additional options to multi-unit living.”

The planned character of Urban Neighborhood is one that “focus(es) on providing high-quality housing that enables homeownership opportunities, including a variety of residential uses (single and multi-unit).” The proposed Zoning Map Amendment will reinforce the existing redeveloping character and the proposed transitional intown character of the area. Thus, the proposed Zoning Map Amendment will reinforce the existing and planned character of the area.

Staff believes that the proposed map amendment will reinforce the existing and planned character of the area.

5. *The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.*

Finding: The difference between the character of the property now and the character of the proposed request would likely not adversely affect properties in the vicinity. The Residential Townhouse (RT-) zoning district is the least intense zoning district within the Urban Neighborhood Character Area, and the neighboring property directly to the north is also zoned RT-3, while property to the east is slightly less intense and property to the southeast, slightly denser.

It is Staff’s view that the proposed amendment would serve as a sensible and compatible land use transition based on the variety of adjacent properties’ character areas and their varying development concentrations.

6. *There are substantial reasons why the property must not be used according to the existing zoning.*

Finding: There are substantial reasons why the subject property must not be used according to the existing zoning. The current zoning is not appropriate in terms of highest and best use, as it does not match its “parent” or Character Area, Urban Neighborhood.

The current zoning allows for a single primary home on site at a little over one acre in size. This type of housing density for a property fronting on one of Sandy Springs major thoroughfares, Peachtree Dunwoody Road, and in such close proximity to multiple MARTA stations, and the Perimeter Center District is not reasonable.

The proposed Zoning Map Amendment to RT-3 would allow for the potential redevelopment of the subject property to become entirely in line with the intent of the Character Area.

7. *There is a need for the proposed use at the proposed location.*

Finding: Based on the vision for Perimeter Center outlined in The Next Ten, there is a need for the proposed use at the proposed location. The applicant requests a Zoning Map Amendment (Rezoning) from the RE-1 to the RT-3 zoning classification, which would likely increase housing supply and choices, a stated goal of The Next Ten.

8. *The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.*

Finding: Staff does not anticipate changes in the ability of the City and other service providers to provide sufficient public facilities and services, or any lapses in maintaining sufficient levels of service to existing development. The petitioner's proposed development, however, would increase density and traffic volumes and could generate some new students, with negligible impacts to the area.

9. *The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation.*

Finding: Staff does anticipate that the proposed Zoning Map Amendment would temporarily impact the natural environment significantly. It does appear that there would be substantial impact to the tree canopy, though not necessarily a negative one. The site is largely undeveloped in comparison with the potential for development in the RT-3 district.

The concept provided by the applicant to date shows as many as 17 units, two alleys, a new street, as well as a required buffer which would include a Protected Neighborhood Transition Wall. The disturbance to the land would naturally increase substantially, but it is Staff's view that any negative environmental impacts and negative site considerations will be improved or mitigated due to the regulations contained in the Sandy Springs Development Code.

10. *The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.*

Finding: Staff does not anticipate that the proposed Zoning Map Amendment would have a substantial adverse impact on property in the vicinity of the subject properties. As indicated in the Existing Land Uses and Zoning of Property in the Vicinity table and the Zoning Map above, most of the parcels in the vicinity of the subject properties are zoned similarly or more intense, and as stated previously, the increased density and potential traffic would have a negligible impact. Thus, the proposed Zoning Map Amendment would not likely have a significant adverse impact on property in the vicinity of the subject property.

Peachtree Dunwoody Road is a minor arterial road and any increase in traffic would theoretically be absorbed by the road's existing layout and infrastructure, in addition to any required streetscape improvements. Also, as alluded to previously, the lone interaction with a Protected Neighborhood---Glen Meadow, would be mitigated with the installation of the required Protected Neighborhood Transition Buffer.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs Transportation Engineer:

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:

The Residential Townhouse designation would allow for a mix of housing types and a higher density, which are in line with sustainability strategies.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Sandy Springs Economic Development:

No comment provided.

Sandy Springs Recreation & Parks:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Public Services and Utilities:

No comment provided.

PUBLIC PARTICIPATION

Community Meeting I

N/A.

Per the zoning process, where a rezoning follows an amendment to the Character Area Map, only the second community meeting is required.

Community Meeting II

For the Community Meeting II there were approximately five (5) in-person and virtual attendees, including the Applicant team, the President of SSCN, at the Second Community Meeting on April 12, 2022, held both in person and virtually. Topics discussed included several site-specific questions due to the level of detail presented in the concepts provided for the Community Meeting---such as the types of homes, building materials, plantings and other uses on roofs of the buildings, setbacks, parking, and a construction timetable.

Correspondence Received

At the time of this draft, there have been no public comments. This part of the report is subject to change before the meeting.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval of Zoning Map Amendment RZ22-0002**, request for a Zoning Map Amendment of **6669 Peachtree Dunwoody Road (Parcel # 17 0020 LL0175)** from the RE-1 (Residential Estate, 1-acre minimum lot size) zoning district to the RT-3 (Residential Townhouse, 3 story maximum) zoning district.

Received

March 31, 2022, 3:50 PM


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Case No.: RZ22-0002

Planner's initials:

APPLICATION

ZONING MAP AMENDMENT (REZONING) & CONDITIONAL USE PERMIT

☒ ZONING MAP AMENDMENT - OR - ☐ CONDITIONAL USE PERMIT

Application Checklist:

Page No.	Item	Completed/ Included in Submittal
2	Project Information Sheet	☒
3-6	Detailed Process and Instructions	N/A
7	Application Form	☒
8-10	Authorization and Disclosure Forms	☒
11	Letter of Intent	☒
11	Zoning Impact Analysis	☒ or N/A ☐
11-12	Conditional Use Analysis	☐ or N/A ☒
12	Traffic Impact Study	☐ or N/A ☒
12	Development of Regional Impact	☐ or N/A ☒
12	Chattahoochee River Corridor Certificate	☐ or N/A ☒
12-13	8½" x 11" copy of Survey	☒
12-13	8½" x 11" copy of Site Plan (optional for Rezoning)	☐ or N/A ☒
12-13	11" x 17" copy of Survey	☒
12-13	11" x 17" copy of Site Plan (optional for Rezoning)	☐ or N/A ☒
12-13	Two (2) full-scale copies of Survey	☒
12-13	Two (2) full-scale copies of Site Plan (optional for Rezoning)	☐ or N/A ☒
12	8½" x 11" copy of Legal Description (must be in Word format)	☒
	11" x 17" copy of Elevations and/or Sections	☒ or N/A ☐
14	Meeting Schedule	N/A
15	Fee Schedule	N/A
15	Fee Payment	☒
16	Sign Specifications	N/A
17	Sign-In Sheet Template	N/A
4	Summary of and Sign-In Sheet Completed at CMII	☒
	All documents in electronic form (email)	☒

The Director reserves the right to request additional information deemed necessary to analyze the request. Incomplete applications will not be accepted.

Planner's initials:



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Case No.: RZ22-0002
Planner's initials *[Signature]*

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6669 Peachtree Dunwoody Road, Sandy Springs, GA 30328	
	Parcel Tax ID(s): 170020 LL0175	
	Total acreage: 1.2672	Council District: 4
	Current zoning: RE-1	Current use: Single Unit
	Character Area: Urban Neighborhood	

APPLICATION	Purpose of the Application: Rezoning from RE-1 to RT-3	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit
	Detailed request: We request the current zoning (RE-1) be changed to RT-3.	
	This new zoning will allow the construction of townhomes.	
	Petitioner: Gary R. Hammond, Jr.	
Petitioner's address: 7000 Peachtree Dunwoody Road, Suite 4-100, Atlanta, GA 30328		
Phone: 770-481-0853		Email: grh@grhco.com

OWNER	Property owner: Michael T. Austin	
	Owner's address: 2085 River North Parkway, Atlanta, GA 30328	
	Phone: 404-275-8000	Email: austinmt@comcast.net
	Signature (authorizing initiation of the process): <i>[Signature]</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: 2/28/22	Anticipated Application date: 4/5/22
CMI date, time, and location: N/A (was subsequent to a CAMA (CA21-00001))	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



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Case No.: RZ22-0002
Planner's initials *ES*

APPLICATION FORM

APPLICATION	Purpose of the Application: Rezoning from RE-1 to RT-3	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit
	Detailed request: We request the current zoning (RE-1) be amended to RT-3. This new zoning will allow the construction of townhomes.	

COMMUNITY MEETING I REPORT	Date and location of CMI: N/A - This application follows a Character Area Map Amendment Change.	
	Beginning time:	End time:
	Summary of concerns discussed:	
	Does the Application address the concerns discussed at the CMI? ☐ Yes ☐ No	
	Explain: N/A - This application follows a Character Area Map Amendment Change.	

- TO BE FILLED OUT BY P&Z STAFF -

Application date:	3/31/22	Tentative Planning Commission date:	6/22/22
CMII date and time:	4/12/22	Tentative Mayor and City Council date:	7/19/22
OFFICIAL REQUEST (FOR PUBLICATION):			



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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: Michael T. Austin	Sworn and subscribed before me this <u>28th</u> day of <u>March</u> 20 <u>22</u> Notary public: <u>D Anne Hilsmer</u> Seal:  Commission expires: <u>10/20/2023</u>
Address: 205 River North Parkway	
City, State, Zip Code: Atlanta, GA 30328	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Owner's signature: <u>Michael T. Austin</u>	

B- If the Applicant is *not* the current 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: Gary R. Hammond, Jr.	Sworn and subscribed before me this <u>28th</u> day of <u>March</u> 20 <u>22</u> Notary public: <u>D Anne Hilsmer</u> Seal:  Commission expires: <u>10/20/2023</u>
Company name: Landbridge Development, LLC	
Address: 7000 Peachtree Dunwoody Road Suite 4-100	
City, State, Zip Code: Atlanta, GA 30328	
Email address: grh@grhco.com	
Phone number: 770-481-0853	
Applicant's signature: <u>[Signature]</u>	



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

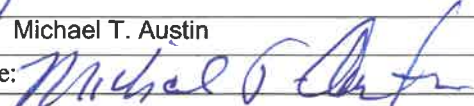
Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:

Campaign Contributions:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.


Name: Michael T. Austin
Signature:  Date: 3/28/22

Note: Each party involved in the Application must sign an individual copy of this form.



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:

Campaign Contributions:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Gary R. Hammond, Jr.	
Signature: 	Date: 3/22/2022

Note: Each party involved in the Application must sign an individual copy of this form.

ADDITIONAL REQUIREMENTS

Letter of Intent	Enclosed
Required for all cases	
Address the following in detail, on a separate sheet:	
1. Requested Zoning Map Amendment (Rezoning) and/or Conditional Use Permit 2. Factual details about the proposal: • Number and size of buildings • Square footage of gross floor area of nonresidential uses • Type and number of residential units • Number of employees and customers, number of classrooms, hours of operation, etc.	

Zoning Impact Analysis (Sec. 11.3.6.C.)	Enclosed
Required for Zoning Map Amendment (Rezoning) cases	
Provide a written analysis of the impact of the proposed Official Zoning Map change with respect to each of the approval criteria in Sec. 11.3.6. Address the following in detail, on a separate sheet:	
1. The Zoning Map Amendment corrects an error or meets the challenge of some changing condition, trend or fact. 2. The Zoning Map Amendment substantially conforms with the Comprehensive Plan. 3. The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code. 4. The Zoning Map Amendment will reinforce the existing or planned character of the area. 5. The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties. 6. There are substantial reasons why the property must not be used according to the existing zoning. 7. There is a need for the proposed use at the proposed location. 8. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development. 9. The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation. 10. The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.	

Conditional Use Analysis (Sec. 11.3.6.D.)	Not Applicable
Required for Conditional Use Permit cases	
Provide a written analysis of the impact of the proposed Conditional Use with respect to each of the approval criteria in Sec. 11.3.6. Address the following in detail, on a separate sheet:	
1. The use is allowed as a Conditional Use in the respective zoning district (see Div. 7.2). 2. The use complies with the applicable specific use standard listed in Article 7. if any, without the granting of any Variance. 3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics. 4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset. 5. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and	

stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

Traffic Impact Study (Sec. 11.5.1.E.4.)

Not Applicable.

Required when any development generates 100 or more trips during the peak hour

Contact Jon Amsberry, City Engineer, at (770) 206-1514 or jamsberry@sandyspringsga.gov.

Development of Regional Impact

Not Applicable

Required for proposals that meet the latest **thresholds** set by the Atlanta Regional Commission; see <http://atlantaregional.com/land-use/developments-of-regional-impact>

Note: Cases subject to DRI follow a custom-tailored Meeting schedule.

Chattahoochee River Corridor Certificate

Not Applicable

Required for properties located within the Chattahoochee River Corridor (within 2,000' of the Chattahoochee River)

Contact Lindsay Walker, City Arborist, at (770) 206-1568 or lwalker@sandyspringsga.gov

Survey and Site Plan

****See attached survey and approval for Zoning Map Amendment****

Survey required for **all** cases

Site Plan required for **Conditional Use Permit** cases and optional for Zoning Map Amendment (Rezoning) cases

Note: For Zoning Map Amendment (Rezoning) cases, a Site Plan is for conceptual and illustrative purposes and not likely to be conditioned. Proposed future development or specific use of the property should not be discussed in detail during this process. However, potential uses based on what is permitted in the requested zoning district should be conceptualized and discussed.

Provide one (1) copy printed on 11" x 17" paper and two (2) copies printed to scale no larger than 30" x 42"; also include in the electronic package.

Note: the 8.5x11" is to scale

The Survey and Site Plan (the latter is optional for a Zoning Map Amendment (Rezoning)) must include, at a minimum, the following:

- | | |
|-------------------|---|
| Basic Information | ☐ Legal description (metes and bounds; should also be submitted as a separate document) |
| | ☐ Key and/or legend, site location map with North arrow, and scale |
| | ☐ Boundary survey of the subject property, which includes dimensions along property lines that match the metes and bounds of the subject property's written legal description, and clearly indicate the point of beginning |
| | ☐ Acreage of the subject property |
| | ☐ Location of the subject property's land lot lines and identification of land lots |
| | ☐ Current zoning district of the subject and adjacent properties |
| | ☐ Layout and minimum lot size of proposed single unit detached residential lots |
| | ☐ Topography on the subject and adjacent properties within 200' to assess runoff effects |
| | ☐ Location of overhead and underground electrical and pipeline transmission/conveyance lines |
| | ☐ Building setback lines and build-to zones, transitions, buffers, etc. |



7000 Peachtree Dunwoody Road
Suite 4-100
Atlanta, GA 30328
Phone: (770) 481-0853
Fax: (770) 481-0854

March 31, 2022

HAND DELIVERED

Ms. Ginger Sottile
Community Development Director
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

RE: Letter of Intent
Zoning Map Amendment Request
Case RZ22-0002

Dear Ms. Sottile:

Please find enclosed our Zoning Map Amendment request for property located at 6669 Peachtree Dunwoody Road, Sandy Springs, GA 30328 from RE-1 to RT-3. The Subject Property is an approximate 1.3-acre lot with a house and accessory buildings zoned RE-1 and located in the Urban Neighborhood Character Area. The Zoning Designations surrounding the property are listed as:

East (portion) – PR-3 (MAA Apartment Homes, frontage on Mount Vernon Highway)
East (portion) – RD-12 (Glen Meadow Subdivision, frontage along Otter Creek Court,
leading to Peachtree Dunwoody Road)
West – PX-10/12 (frontage along Peachtree Dunwoody Road)
South – PX-5 (frontage along Peachtree Dunwoody Road)
North – RT-3 (frontage along Peachtree Dunwoody Road)

It is our understanding the Subject Property is zoned RE-1. With a change to RT-3 zoning, allowed within the Urban Neighborhood Character Area, the Subject Property will be allowed to build a For Sale Townhome Community as discussed with the adjacent neighbors during the Community Meetings. The Change to RT-3 is appropriate and reasonable.

We are proposing new townhome construction. A site plan is not currently available. The property will be residential in nature and not have a commercial component.

Sincerely,



Gary R. Hammond, Jr.
enclosure(s) Zoning Map Amendment Application

6669 Peachtree Dunwoody Road
Zoning Map Amendment Application

Zoning Impact Analysis:

1. The Zoning Map Amendment corrects an error or meets the challenge of some changing condition, trend or fact.

The Subject Property is currently zoned RE-1 due to its current use as single unit detached home and location adjacent to the Glen Meadows Subdivision. However, the parcel's Character Area has recently changed to Urban Neighborhood which allows for a different zoning designation. The RE-1 zoning does not reflect the current situation of immediately adjacent properties or property along the Peachtree Dunwoody Road corridor (North – Townhome Development; South – Commercial Use; West – Commercial Use; East – Single Family and Multi-family Development). This parcel is surrounded primarily by high-density uses on its sides, making it unsuitable for future single unit detached residential development. Changing the zoning to RT-3 will allow the property to match the current trends in the market and immediate vicinity, fulfilling the expectation that it develops as a similarly situated property, in accordance with the Urban Neighborhood Character Area designation.

2. The Zoning Map Amendment substantially conforms with the remainder of the Comprehensive Plan.

The Zoning Map Amendment request to change RE-1 to RT-3 will allow for land uses consistent with the Urban Neighborhood Character Area designation. This site is situated along road frontage with sidewalks that connect to Sandy Springs employment centers, transportation (MARTA stations along Peachtree Dunwoody Road), and community amenities. This allows the Subject Property to develop comparably to the neighborhood.

According to the Urban Neighborhood Character Area description, the Urban Neighborhood character area, "includes existing residential areas where it is envisioned that reinvestment in the community can and should occur, with a focus on providing high-quality housing that enables homeownership opportunities." This area is appropriate for higher-density residential uses, given the presence of existing multifamily residential uses and the proximity of much of this character area to either Roswell Road or the Perimeter Center.

3. The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code.

The stated purpose of the development code is to "guide the future growth of the City of Sandy Springs in alignment with the vision set forth by The Next Ten Comprehensive Plan." The Comprehensive Plan states, "The Urban Neighborhood character area includes exiting residential areas where it is envisioned that reinvestment in the community can and should occur, with a focus on providing high-quality housing that enables homeownership opportunities" and lists "Primarily or exclusively residential (small-lot single family, townhome residential, two-family units, and multi-family) with an emphasis on providing homeownership opportunities" as land uses within the Character Area. Lastly, The Comprehensive Plan specifically states "higher-density townhomes...are appropriate for and encouraged within this character area." The applicant intends to develop small-lot, for-sale townhomes, providing residents with homeownership opportunities.

Therefore, the Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code.

4. The Zoning Map Amendment will reinforce the existing or planned character of the area.

The property is part of the Urban Neighborhood Character Area and allows for a future use consistent with neighboring properties. Peachtree Dunwoody Road has trended toward different and more intense uses for two decades. Between Abernathy Road and Spalding Drive, the subject is one of few stand-alone, single unit lots remaining; and it is at the southern end of this stretch of road where surrounding uses are the most intense. Along Peachtree Dunwoody Road within view of the subject are several five to 17 story office buildings. About one-half mile north of the subject are newly constructed four- and five-story apartment and condominium buildings.

5. The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.

Currently, the Subject Property contains one single-family home consistent with the prior Character Area designation of Protected Neighborhood and the RE-1 zoning. The proposed RT-3 zoning will closely align the Subject Property with the adjacent properties located along Peachtree Dunwoody Road. The recently updated designation to Urban Neighborhood Character Area allows for the RT-3 zoning and the development of townhomes as proposed.

6. There are substantial reasons why the property must not be used according to the existing zoning.

The Subject Property is one of just a few single-family lots left with frontage on Peachtree Dunwoody Road between Abernathy Road and Spalding Drive. Given development pressures, the Subject Property should not remain a single-family home when it is sandwiched between a high-density townhome development and a five-story office building.

The Subject Property was previously under a land use covenant that restricted its development from anything other than a single-family home until 2003. If not for this restrictive covenant, the owner may have sold to Newell Brands for their headquarters located to the immediate south of the subject. With the restrictive covenant now expired, the owner should benefit from the highest and best use of their property.

7. There is a need for the proposed use at the proposed location.

According to FMLS, there are only nine townhomes actively on the market in Sandy Springs, five of which are in the Aria subdivision off Abernathy Road and not yet finished construction. Historically low inventory, rising prices, and rapid inventory turnover indicate a market need for townhomes in Sandy Springs. The applicant intends to provide for this need with the townhome project proposed. The project is also located less than an eight-minute walk from the Sandy Springs MARTA station, providing walkability and alternate transportation methods.

8. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

The project's impact on schools, roads, police, fire and emergency services will be marginal given the low number of units proposed. The property is already serviced by water, police, fire, and emergency medical services. The marginal increase of units to the site will not prevent the city from maintaining sufficient levels of these services to existing development.

9. The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.

The Subject Property is an approximately 1.3-acre lot with a single unit detached home. A change to the RT-3 zoning district will not significantly impact the natural environment. Any development will be required to follow the Sandy Springs Development Codes to ensure that any impacts to the natural environment comply with all laws and ordinances.

10. The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.

The Subject Property, as a single unit detached home, is out of character for the area. High density commercial and residential development are adjacent on all sides. The property was zoned RE-1 at the time of a major land use study in Sandy Springs and was expected to trend to high density development in the future. Although the Subject Property shares a portion of its rear property line with the Glen Meadows subdivision and its north property line with the Drayton Hall townhomes, Sandy Springs Ordinances provide for protecting adjoining neighborhoods with buffers, walls, restricted zones, and compatible zones.

Protected Neighborhoods are protected with Neighborhood Transition Zones. For Glen Meadows, the Transition Zone will be 85 feet with the first 30 feet being a vegetative buffer and a six-foot-high wall set at the 30-foot line, followed by a 25-foot Restricted Use Zone (only accessory uses), followed by a 30-foot Compatible Massing Zone (no principal uses above two stories in height).

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 17TH DISTRICT OF FULTON COUNTY, GEORGIA, KNOWN AS 6669 PEACHTREE DUNWOODY ROAD, ACCORDING TO THE PRESENT NUMBERING SYSTEM OF SAID COUNTY, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY FOR NORTHPARK ASSOCIATES II, LTD., DATED JANUARY 5, 1988, PREPARED BY GEORGIA LAND SURVEYING CO. INC., AND BEARING THE SEAL OF JOSH L. LEWIS, III, GEORGIA REGISTERED LAND SURVEYOR NO. 1751, AND BEING MORE RECENTLY SHOWN ON SURVEY FOR MICHAEL T. AUSTIN, DATED FEBRUARY 22, 1994, PREPARED BY DAVID A. BURRE, GEORGIA REGISTERED LAND SURVEYOR NO. 1965, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EASTERLY RIGHT-OF-WAY LINE OF PEACHTREE DUNWOODY ROAD 1,025.0 FEET IN A NORTHERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE FROM THE SOUTHERLY LAND LOT LINE OF LAND LOT 20 OF THE AFORESAID DISTRICT AND COUNTY; RUN THENCE NORTH 03 DEGREES 30 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 197.47 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN SOUTH 84 DEGREES 35 MINUTES 52 SECONDS EAST A DISTANCE OF 313.94 FEET TO AN IRON PIN; RUN THENCE SOUTH 02 DEGREES 32 MINUTES 51 SECONDS WEST A DISTANCE OF 99.35 FEET TO AN IRON PIN; RUN THENCE SOUTH 05 DEGREES 01 MINUTES 36 SECONDS WEST A DISTANCE OF 97.52 FEET TO AN IRON PIN; RUN THENCE NORTH 84 DEGREES 15 MINUTES 57 SECONDS WEST A DISTANCE OF 288.97 FEET TO AN IRON PIN AND THE POINT OF BEGINNING, SAID TRACT OR PARCEL BEING IMPROVED PROPERTY CONTAINING 1.360 ACRES, ACCORDING TO AFORESAID PLAT OF SURVEY.

THIS PROPERTY IS NOT CONTAINED
WITHIN THE LIMITS OF A FLOOD HAZARD
ZONE AS DEFINED BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY FLOOD
INSURANCE RATE MAP OF UNINCORPORATED
FULTON CO. GEORGIA; COMMUNITY-PANEL
NUMBER 13360 0075, MOST RECENTLY
REVISED AUGUST 19, 1985.

**SURVEY FOR: NORTHPARK ASSOCIATES II.
LTD. PREPARED BY GEORGIA LAND SURVEYING
CO. INC. DATED 1-5-88.**



David A. Evans



MICHAEL T. AUSTIN

LAND LOT 20 17th DISTRICT FULTON CO., GEORGIA

DRAWN BY. B J K

DATE: 2-22-94

SCALE: 1" = 100'

PROJECT: 94-1823

DAVID A. BURRE
ENGINEERS & SURVEYORS, INC.

11660 ALPHARETTA HWY. SUITE 100
ROSWELL, GEORGIA 30076
PHONE (404) 442-0500

FLOOD HAZARD NOTE:

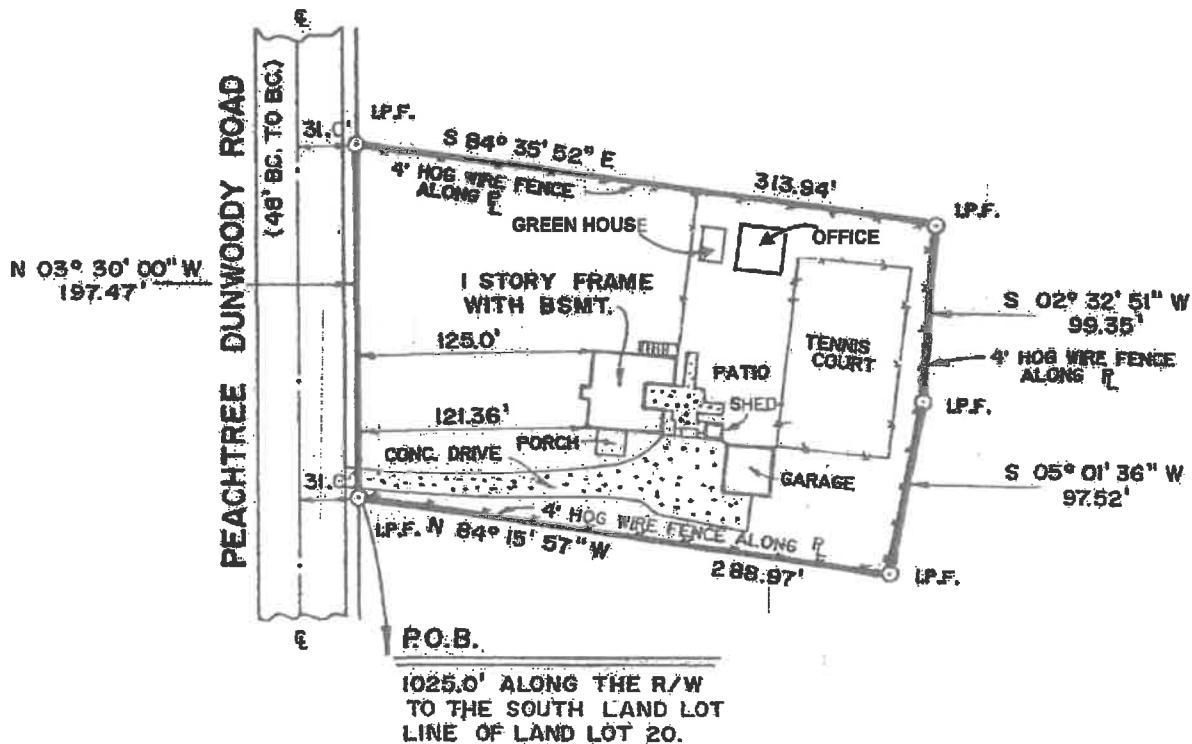
THIS PROPERTY IS NOT CONTAINED WITHIN THE LIMITS OF A FLOOD HAZARD ZONE AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF UNINCORPORATED FULTON CO. GEORGIA; COMMUNITY-PANEL NUMBER 13360 0075, MOST RECENTLY REVISED AUGUST 19, 1983.

REFERENCE SURVEY:

SURVEY FOR NORTH PARK ASSOCIATES II, LTD. PREPARED BY GEORGIA LAND SURVEYING CO. INC. DATED 1-5-88.

NAG.

N



STREET ADDRESS 6669 PEACHTREE DUNWOODY RD.

SURVEY FOR:

MICHAEL T. AUSTIN

LAND LOT 20 17th DISTRICT FULTON CO., GEORGIA

DRAWN BY: BJK

DATE: 2-22-94

SCALE: 1" = 100'

PROJECT: 94-1R23

DAVID A. BURRE
ENGINEERS & SURVEYORS, INC.

11660 ALPHARETTA HWY. SUITE 100
ROSSELL, GEORGIA 30076
PHONE (404) 442-0500

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

David A. Burre

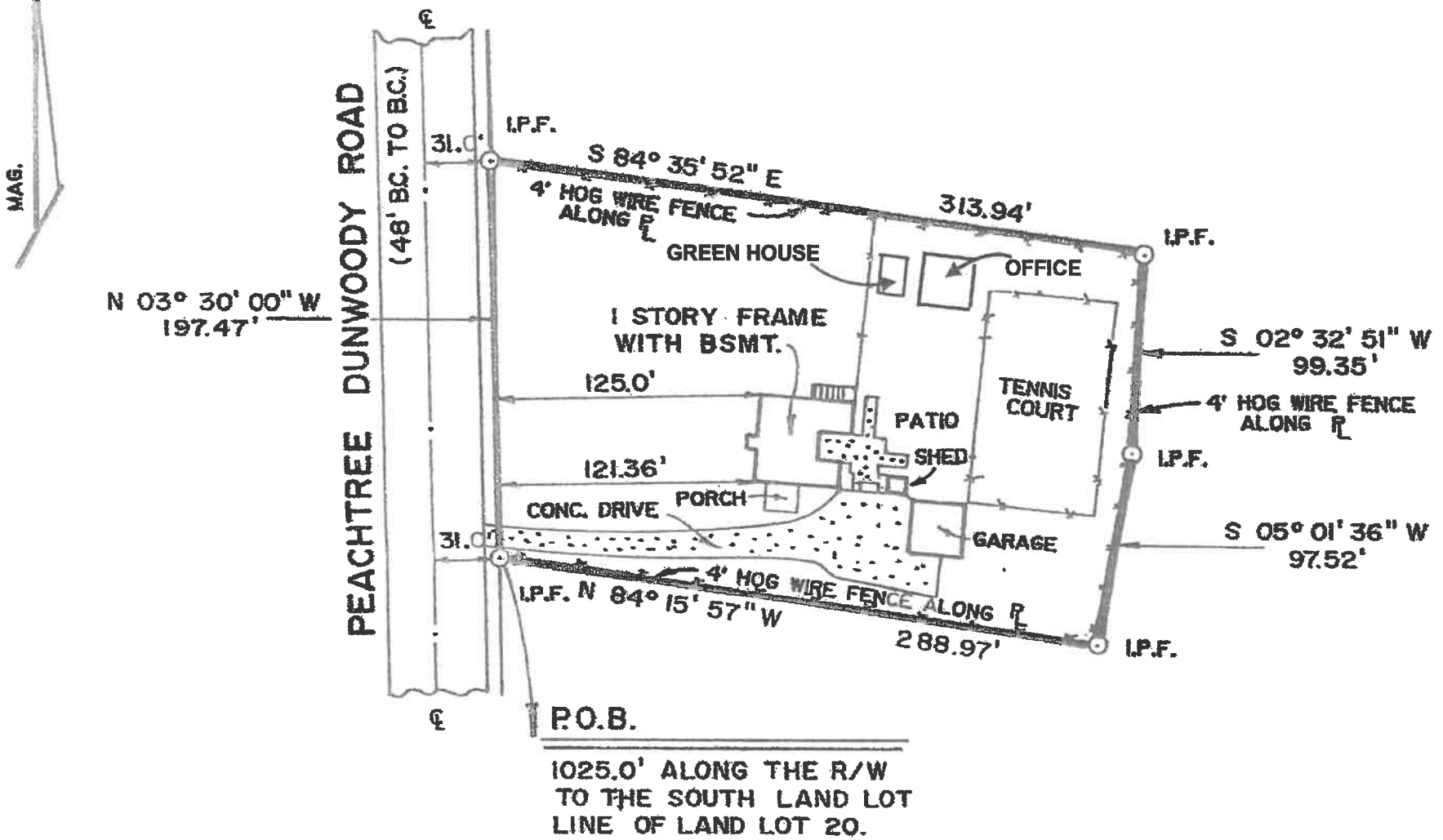


FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT CONTAINED WITHIN THE LIMITS OF A FLOOD HAZARD ZONE AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF UNINCORPORATED FULTON CO. GEORGIA; COMMUNITY-PANEL NUMBER 135160 0075, MOST RECENTLY REVISED AUGUST 19, 1985.

REFERENCE SURVEY:

SURVEY FOR: NORTHPARK ASSOCIATES II, LTD. PREPARED BY GEORGIA LAND SURVEYING CO. INC. DATED 1-5-88.



STREET ADDRESS 6669 PEACHTREE DUNWOODY RD.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

David A. Burre



SURVEY FOR:

MICHAEL T. AUSTIN

LAND LOT 20 17th DISTRICT FULTON CO., GEORGIA

DRAWN BY: B J K
DATE: 2-22-94
SCALE: 1" = 100'
PROJECT: 94-1823

DAVID A. BURRE
ENGINEERS & SURVEYORS, INC.

11660 ALPHARETTA HWY. SUITE 100
ROSWELL, GEORGIA 30076
PHONE (404) 442-0500

D'Anne Hilsmier

From: Sottile, Ginger <GSottile@SandySpringsga.gov>
Sent: Monday, February 7, 2022 10:21 PM
To: Gary Hammond; Anspach, Matthew
Cc: D'Anne Hilsmier; McIntosh-Ross, Michele
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175) - Survey Requirements

Mr. Hammond:

If this survey accurately reflects the present conditions existing on the ground today, then it will be acceptable.

Ginger Sottile

Ginger Sottile

Community Development Director
City of Sandy Springs

Phone: 770.206.1577

1 Galambos Way, Sandy Springs, Georgia 30328

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From: Gary Hammond <grh@grhco.com>
Sent: Monday, February 7, 2022 3:31 PM
To: Anspach, Matthew <MANspach@SandySpringsga.gov>
Cc: D'Anne Hilsmier <d_anne@grhco.com>; McIntosh-Ross, Michele <MMcIntosh-Ross@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175) - Survey Requirements

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Matthew,

Can you please respond to this email?

Thanks,

Gary

From: Gary Hammond

Sent: Monday, January 31, 2022 8:56 AM

To: Anspach, Matthew <MAnspach@SandySpringsga.gov>

Cc: D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>

Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175) - Survey Requirements

Matthew,

Is the survey used for the Character Area Map Amendment acceptable for the Zoning Change phase? I am asking now because of the lead time it may take to obtain a survey.

Thanks,

Gary

From: Anspach, Matthew <MAnspach@SandySpringsga.gov>

Sent: Friday, May 14, 2021 2:30 PM

To: Gary Hammond <grh@grhco.com>; Sottile, Ginger <GSottile@SandySpringsga.gov>

Cc: D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>

Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)

Hi Gary,

See responses below in blue. Thanks.

Feedback on your experience with Planning & Zoning would be greatly appreciated. Would you mind taking a minute and answering this simple [Customer Service Survey](#)? Thank you!

Sincerely,

Matthew Anspach, AICP

Senior Planner

City of Sandy Springs

Direct: 770.206.1501 | Main: 770.350.5600

1 Galambos Way, Sandy Springs, Georgia 30328

[SandySpringsGA.gov](#) | [Facebook.com/SandySpringsGA](#) | [Twitter.com/SandySpringsGA](#)

City Springs - [CitySprings.com](#) | [Facebook.com/CitySprings](#) | [Twitter.com/CitySprings](#) | [Instagram.com/VisitCitySprings](#)

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From: Gary Hammond <grh@grhco.com>

Sent: Friday, May 14, 2021 9:47 AM

To: Anspach, Matthew <MAAnspach@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>
Cc: D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)
Importance: High

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Matthew / Ginger,

Can you please respond to this email? I need to engage survey soon to make the July 6 Filing Deadline. See below in yellow and attached historical survey.

Thanks,

Gary

From: Gary Hammond
Sent: Monday, May 10, 2021 12:57 PM
To: Anspach, Matthew <MAAnspach@SandySpringsga.gov>
Cc: D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)

Matthew,

Do you need a "redacted" copy of Purchase Agreement given that the property owner has signed the Project Information Sheet? We will also have the property owner as party to the Authorization Form too. Provide us with the not-redacted copy. And we will redact for public consumption.

Also, can I ask you [or Ginger] provide additional information about your survey requirements for the Character Area Map Amendment? Attached is boundary survey from 1994 which also spots all of the improvements on the property. **Do you require an updated boundary survey for the purpose of CAMA? We require an up to date survey at this point.** If you can confirm that all that is there now is what was there in 1994, that's fine at this point.

Also, there are several survey items that will be costly and time consuming and more typical for the zoning phase. **Can Sandy Springs defer items 1-4 below until AFTER the CAMA is approved:** Assuming approval, Character Area Map Amendments are meant to be looked at from 30,000 feet. This should be fine.

1. Topography on the subject and adjacent properties
2. Existing buildings with square footages and heights on the subject property
3. Existing buildings with square footages and heights on adjacent properties within 400 feet of the subject property
4. Trees and open space on the subject property

Thanks,

Gary

From: Anspach, Matthew <MAnspach@SandySpringsga.gov>
Sent: Monday, May 10, 2021 10:03 AM
To: Gary Hammond <grh@grhco.com>
Cc: D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)

Thanks Gary,

That all sounds good. As soon as you can, please provide any contingency contract that you can as well.

For facilities, I will say that if you can find something under a mile, that would be ideal, but ultimately the site is only about 1.5 miles away from MV School and if that is the closest venue you can find, that should suffice.

Feedback on your experience with Planning & Zoning would be greatly appreciated. Would you mind taking a minute and answering this simple [Customer Service Survey](#)? Thank you!

Sincerely,

Matthew Anspach, AICP
Senior Planner
City of Sandy Springs

Direct: 770.206.1501 | Main: 770.350.5600
1 Galambos Way, Sandy Springs, Georgia 30328
SandySpringsGA.gov | [Facebook.com/SandySpringsGA](https://www.facebook.com/SandySpringsGA) | [Twitter.com/SandySpringsGA](https://twitter.com/SandySpringsGA)

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From: Gary Hammond <grh@grhco.com>
Sent: Thursday, May 6, 2021 1:13 PM
To: Anspach, Matthew <MAnspach@SandySpringsga.gov>
Cc: D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)

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Matthew,

Thanks for the Teams meeting today! As discussed, please find attached the Project Information Sheet.

I am working on survey and will provide feedback on certain elements in terms of cost and time frame.

Would the Mount Vernon School be close enough to the project for CM1? My son went to school there and I still coach there so can ask about meeting facilities.

Gary

From: Sottile, Ginger <GSottile@SandySpringsga.gov>
Sent: Wednesday, May 5, 2021 7:44 PM
To: Gary Hammond <grh@grhco.com>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MAnspach@SandySpringsga.gov>; D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)
Importance: High

Mr. Hammond:

I am so sorry, that we have dropped the ball on this one. Either Matt Anspach or Alexandra Horst will make contact with you tomorrow.

Regards,

Ginger Sottile

Community Development Director
City of Sandy Springs

Phone: 770.206.1577

1 Galambos Way, Sandy Springs, Georgia 30328

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From: Gary Hammond <grh@grhco.com>
Sent: Wednesday, May 5, 2021 4:47 PM
To: Sottile, Ginger <GSottile@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MAnspach@SandySpringsga.gov>; D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)
Importance: High

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Matthew,

I hope everything is okay. I have been trying to talk to you [or schedule a call] to better understand the CAMA process and how to fill out the Project Information Sheet. I am open all morning tomorrow and all day Friday. Please advise.

Thanks,

Gary

Gary R. Hammond, Jr.
Landbridge Development, LLC
7000 Peachtree Dunwoody Road
Suite 4-100
Atlanta, GA 30328

(770) 481-0853 work
(678) 638-4230 fax
(404) 543-0855 cell
www.landbridgedevelopment.com

From: Sottile, Ginger <GSottile@SandySpringsga.gov>
Sent: Monday, April 26, 2021 4:36 PM
To: Gary Hammond <grh@grhco.com>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MANspach@SandySpringsga.gov>; D'Anne Hilsmier <d_anne@grhco.com>; Michele McIntosh-Ross <MMcIntosh-Ross@SandySpringsga.gov>
Subject: RE: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)

Mr. Hammond:

Your point of contact should be Matthew Anspach.

We only hear 5 applications per monthly meeting. At this juncture I do not anticipate this being a problem.

Regards,

Ginger Sottile

Community Development Director
City of Sandy Springs

Phone: 770.206.1577
1 Galambos Way, Sandy Springs, Georgia 30328
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From: Gary Hammond <grh@grhco.com>

Sent: Monday, April 26, 2021 2:59 PM

To: Horst, Alexandra <AHorst@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>

Cc: Anspach, Matthew <MANspach@SandySpringsga.gov>; D'Anne Hilsmier <d_anne@grhco.com>

Subject: 6669 Peachtree Dunwoody Road (Parcel ID 17 0020 LL0175)

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Alexandra / Ginger,

We would like to proceed with the Character Area Map Amendment for this property for the July filing. Who will be the Lead Planner we will work with? Can you please clarify the statement under Filing section that states "No more than five (5) Applications, all types included, will be accepted each month?"

Thanks,

Gary

Gary R. Hammond, Jr.
Landbridge Development, LLC
7000 Peachtree Dunwoody Road
Suite 4-100
Atlanta, GA 30328

(770) 481-0853 work
(678) 638-4230 fax
(404) 543-0855 cell
www.landbridgedevelopment.com

From: Horst, Alexandra <AHorst@SandySpringsga.gov>

Sent: Thursday, February 25, 2021 2:57 PM

To: Gary Hammond <grh@grhco.com>; Sottile, Ginger <GSottile@SandySpringsga.gov>

Cc: Anspach, Matthew <MANspach@SandySpringsga.gov>

Subject: RE: contact information

Hi, Gary! Per Sec. 5.1.2. of the Development Code, "The Perimeter Center districts are intended to provide for an intense office neighborhood, supplemented by a variety of retail, service and commercial uses, as well as multi-unit residences. The districts also allow for civic, open space and park uses. Where these districts abut Protected Neighborhood districts, a transition area is required." Perimeter Mixed Use, Low/Mid-Rise (PX-) does not specifically require a mix of uses on each site, but a mix of uses is desirable.

Per Sec. 7.3.2.D.1.b., the definition of Independent Living is "Adults at least 55 years of age or older living within multi-family rental properties with central dining facilities that provide residents, as part of their monthly fee, access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities."

Feedback on your experience with Planning & Zoning would be greatly appreciated. Please click this link to respond to our simple Customer Service Survey. Thank you!

Sincerely,

Alexandra Horst, AICP
Planner III
City of Sandy Springs

Main: 770.730.5600 o | Direct: 770.206.1536
1 Galambos Way, Sandy Springs, Georgia 30328
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From: Gary Hammond <grh@grhco.com>
Sent: Thursday, February 25, 2021 8:14 AM
To: Sottile, Ginger <GSottile@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Subject: RE: contact information

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Alexandra,

Thanks for your time the other day. I have a question about the PX zones - can they be used for 100% multifamily or do they require some mix of other uses? I am evaluating Perimeter Mixed Use/Low Rise/Mid Rise.

I realize that I need a Character Area Change first but am discussing the eventual plan with the property owner.

Thanks,

Gary

From: Sottile, Ginger <GSottile@SandySpringsga.gov>
Sent: Monday, February 8, 2021 8:43 AM
To: Gary Hammond <grh@grhco.com>
Cc: Horst, Alexandra <AHorst@SandySpringsga.gov>
Subject: contact information

Mr. Hammond:

Sorry for the delay, but I have copied Alexandra on this email and she can help you with your questions regarding character area map amendments and rezonings.

Ginger

Ginger Sottile
Community Development Director
City of Sandy Springs

Phone: 770.206.1577

1 Galambos Way, Sandy Springs, Georgia 30328

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective March 10, 2022 (the "Effective Date"), by and between MICHAEL T. AUSTIN, an individual, ("Seller"), and LANDBRIDGE ACQUISITIONS, LLC, a Georgia limited liability company, its successors and assigns ("Purchaser"). (The words/terms "Purchaser" and "Seller" shall include their respective successors, heirs, devisees, and assigns where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

RECITALS:

WHEREAS, Seller is the owner of the Property (as defined herein); and

WHEREAS, Seller agrees to sell, and Purchaser agrees to purchase, the Property (as defined herein) upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Certain Definitions.** When used in this Agreement, the following terms shall have the respective meanings as set forth opposite each such term:

- (a) **Closing:** Shall have the meaning set forth in Section 7 of this Agreement.
- (b) **Closing Date:** Shall have the meaning set forth in Section 7 of this Agreement.
- (c) **Deed:** Shall have the meaning set forth in Section 7(a) of this Agreement.
- (d) **Due Diligence Investigations:** Shall have the meaning set forth in Section 4 of this Agreement.
- (e) **Due Diligence Period:** Shall have the meaning set forth in Section 4 of this Agreement.
- (f) **Earnest Money Deposits:** Shall have the meaning set forth in Section 3(a) of this Agreement.
- (g) **Escrow Agent:** Old Republic National Title Company, 1125 Sanctuary Parkway, Suite 140, Alpharetta, GA 30009, Attn: Robbie J. Dimon.
- (h) **Improvements:** Shall mean all buildings, fixtures, structures, parking areas, landscaping and other improvements located in or on the Land as of the Effective Date, including all replacements or additions thereto between the Effective Date and the Closing Date.
- (i) **Land:** Shall mean the land used for the Project and further described on Exhibit A attached hereto and made a part hereof, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining such land, as well as any riparian or water rights, any mineral rights, air rights, all rights of way or use, servitudes,

licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting such land.

(j) **Laws:** Shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, directions, and requirements of all governmental authorities having jurisdiction over the Property or the use or operation thereof.

(k) **Permitted Exceptions:** (i) General real estate taxes and special assessments related to the period after the Closing Date which are a lien but are not yet due and payable at the Closing Date; (ii) easements, covenants, conditions, reservations and restrictions of record as disclosed in the Title Commitment, unless objected to by Purchaser prior to the Due Diligence Period;; and (iii) any matters disclosed by the Survey, unless objected to by Purchaser prior to the Due Diligence Period.

(l) **Permitted Termination.** Shall have the meaning set forth in Section 6 of this Agreement.

(m) **Planned Use:** Shall mean the development and construction of the Property as a townhome development of no less than thirteen (13) townhomes.

(n) **Project:** Shall mean that certain townhome development to be constructed in accordance with the Purchaser's plans and specifications on the Land, together with all related utilities, roads and other off-site improvements, if any, along with the Land.

(o) **Property:** Collectively, the Land and the Improvements.

(p) **Property Agreements:** All service contracts, equipment leases and any lease with respect to the Property to which Seller or Seller's agent is a party.

(q) **Purchase Price:** Shall have the meaning set forth in Section 3 of this Agreement.

(r) **Survey:** Shall mean a survey of the Land prepared by a surveyor duly licensed in the jurisdiction in which the Land is located and certified to Purchaser and the Title Company as (i) having been prepared in accordance with ALTA/NSPS Minimum Standard Detail Requirements (2016) and (ii) otherwise meeting the requirements of Purchaser, its lender(s) and investor(s).

(s) **Title Commitment:** Shall mean a commitment for an ALTA Title Insurance Policy for the Property issued by the Title Company in an amount satisfactory to Purchaser.

(t) **Title Company:** Shall mean Old Republic National Title Insurance Company, or any other title insurance agency selected by Purchaser.

(u) **Title Policy:** Shall have the meaning set forth in Section 7 of this Agreement.

2. **Agreement to Purchase and Sell.** Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell and convey to Purchaser at the Closing, and Purchaser agrees to purchase and take from Seller at the Closing, all of Seller's right(s), title, estate and interest(s) in and to the Property.

3. **Consideration and Payment.** In exchange for fee simple title to the Property, Purchaser agrees to pay to Seller the sum of [REDACTED] (the "Purchase Price"), payable as follows:

(a) **Earnest Money:** Purchaser shall deliver earnest money deposits to the Escrow Agent (collectively the "Earnest Money Deposits") as follows, within Ten (10) business days after:

(i) The Effective Date of this Agreement, the sum of [REDACTED] and [REDACTED]

(ii) The Rezoing, the sum of [REDACTED]

(b) **Entitlement to Earnest Money Deposits.** Subject to the Disbursement of Earnest Money paragraph below:

(i) Notwithstanding anything in this Agreement to the contrary, the full amount of the Earnest Money Deposits shall be immediately refundable to Purchaser upon the request by Purchaser to the Escrow Agent: (A) any time prior to the expiration of the Due Diligence Period; (B) in the event of any Permitted Termination (as defined in Section 6(a)); (D) in the event that all of the Closing Conditions have not been met or waived in writing by Purchaser prior to the Closing Date; (E) in the event of any material breach of this Agreement by Seller; or (F) as may otherwise be specifically set forth in this Agreement. In the event of any of the foregoing all Earnest Money Deposits and any other monies held in escrow by Escrow Agent shall be refunded to Purchaser upon demand.

(ii) Seller shall be entitled to the Earnest Money Deposits, provided the Closing Conditions have been satisfied or expressly waived in writing: (A) at Closing, which shall be credited against the Purchase Price, or (B) if the event of a default by Purchaser which results in its failure to purchase the Property.

1. Notwithstanding anything in this Agreement to the contrary, [REDACTED] of the Earnest Money Deposits shall be non-refundable, and Seller shall be entitled to said amount if this Agreement terminated for any reason, other than an event of default or breach by Seller, as independent consideration for entering into this Agreement.

(c) **Disbursement of Earnest Money.** Escrow Agent shall disburse the Earnest Money Deposits upon: i) Closing; ii) a subsequent written agreement of Purchaser and Seller; iii) an order of a court having jurisdiction over any dispute involving the Earnest Money Deposits; or iv) the receipt of written notice from Purchaser that one of the events set forth in Section 3(b)(i) have occurred. In addition, Escrow Agent may disburse the Earnest Money Deposits upon a reasonable interpretation of the Agreement, provided that Escrow Agent first gives all parties fifteen (15) 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 Escrow Agent within the fifteen (15) day notice period. Objections not timely made in writing shall be deemed waived. If Escrow Agent receives an objection and, after considering it, decides to disburse the Earnest Money Deposits as originally proposed, Escrow Agent may do so and send notice to the parties of Escrow Agent's action. If Escrow Agent decides to modify its proposed disbursement, Escrow Agent shall first send a new fifteen (15) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made.

(d) **Interpleader.** If there is a dispute over the Earnest Money Deposits which the parties cannot resolve after a reasonable period of time, and where Escrow Agent has a bona fide question as to who is entitled to the Earnest Money Deposits, Escrow Agent shall be entitled to, but not obligated to interplead the Earnest Money into a court of competent jurisdiction in Fulton County, Georgia. Escrow Agent shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit

shall be entitled to collect its attorney's fees and court costs and the amount deducted by Escrow Agent from the non-prevailing defendant.

(e) **Hold Harmless.** All parties hereby agree to indemnify and hold Escrow Agent harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Escrow Agent of its duties hereunder, except to the extent any such claims, causes of action, suits and damages arise from or are incurred as the result of the gross negligence or willful default of Escrow Agent. All parties further covenant and agree not to sue Escrow Agent for damages relating to any decision of Escrow Agent to disburse Earnest Money Deposits made in accordance with the requirements of this Agreement.

(f) **Balance of Purchase Price.** The balance of the Purchase Price, less the Earnest Money Deposits, subject to the prorations and adjustments specifically provided for in this Agreement, shall be paid by the Purchaser at Closing in immediately available certified funds.

4. **Due Diligence.**

(a) **Due Diligence Period.** For a period beginning on the Effective Date and ending five (5) business days after the Rezoning (the "**Due Diligence Period**"), Purchaser shall have the right upon reasonable notice to Seller, to enter upon the Property for the purpose of inspecting the condition of the Property as well as the use and operation thereof and conducting its due diligence investigation to determine the suitability of the Property for Purchaser's intended uses thereof ("**Due Diligence Investigations**").

(i) The right to conduct Due Diligence Investigations includes, but is not limited to, the right to review any matters disclosed in the Title Commitment and Survey, the right of Purchaser and Purchaser's agents and representatives to enter upon any portion of the Property to take measurements, make non-destructive inspections, make boundary and topographical survey maps, perform appraisals, conduct non-destructive geotechnical, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion, to determine the adequacy of utilities serving the Property, zoning matters and compliance with Laws.

(ii) Purchaser hereby agrees to protect, defend, indemnify and hold Seller harmless from and against any physical damage to property or injury to persons caused by Purchaser as a result of Purchaser's Due Diligence Investigations.

(iii) Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser the following items (each to the extent available or reasonably obtainable by Seller):

(A) Any and all surveys, plats, site plans, topographical maps and/or engineering reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(B) Any and all information regarding the zoning of the Property;

(C) Any and all environmental, geotechnical, soil boring, land study, wetland and/or flood plain reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(D) Any and all market information, feasibility, demand, capture rate, traffic, economic, income and/or special reports and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

*and
mba*

(E) Any and all utility information (including without limitation providers and average monthly unit costs) related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(F) A copy of the Seller's vesting deed for the Property; and

(G) Any and all title insurance policies and title exception documents for the Property and/or its parent parcel.

(iv)

(b) **Title.** Purchaser shall have the right to obtain a Title Commitment covering the Property along with legible and complete copies of all documents listed as exceptions therein. Purchaser shall also have the right to cause the Survey to be prepared, at Purchaser's expense, and Seller shall grant to Purchaser and its agents access to the Property to perform the Survey. Purchaser shall have until 45 days from the end of the Due Diligence Period (the "Initial Examination Date") to review the Title Commitment and the Survey and to give written notice to Seller of such objections as Purchaser may have to any matters set forth in Title Commitment or Survey. If Purchaser delivers such written notice to Seller, then for a period of ten (10) business days after receiving the written notice of objection from Purchaser, Seller shall have the right to have such matters cured at Seller's expense, either by (i) the removal of such exceptions, (ii) the procurement of title insurance endorsements, or (iii) other resolution reasonably satisfactory to Purchaser providing coverage against loss or damage as a result of such exceptions. If Seller does not, or is unwilling to, cure the matters set forth in Purchaser's objection letter to Purchaser's satisfaction within such ten (10) business day period, Purchaser may elect, in its sole discretion (to be exercised by written notice from Purchaser to Seller), to terminate this Agreement, in which event neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein and the Earnest Money Deposits shall be returned to Purchaser. The Purchaser reserves the right to object, in the same manner specified above, to any new matters of title or survey that arise subsequent to the end of the Initial Examination Date and prior to the date of Closing if such matters were caused by the Seller and are unacceptable to the Purchaser.

(c) **Right to Terminate.** By written notice to Seller on or before the expiration of the Due Diligence Period, Purchaser may elect not to proceed with the purchase of the Property. Purchaser may make such election in its sole discretion for any reason. If Purchaser elects not to proceed with the purchase of the Property, then the Earnest Money Deposits shall be returned to Purchaser, and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

5. **Representations and Warranties.**

(a) **Seller.** Seller represents, warrants and covenants to Purchaser and the Title Company, as of the Effective Date (with such representations and warranties to be re-made as of Closing) that:

(i) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder by, or on behalf of, Seller have been duly and validly authorized by all necessary parties including, without limitation, members, officers, shareholders, partnerships, corporations or limited liability companies.

(ii) To the best of Seller's knowledge with due inquiry, the Property complies with, conforms to and obeys all Laws existing on the date of Closing of all governmental authorities or agencies having jurisdiction over the Property, and any requirement contained in any hazard insurance policy covering the Property or board of fire underwriters or other body exercising similar functions which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property.

(iii) To the best of Seller's knowledge, but without additional inquiry, neither the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation or any requirement contained in any hazard insurance policy covering the Property; and Seller shall give prompt notice to Purchaser of any such violation which shall be received by Seller prior to Closing.

(iv) Seller has not received notice of and has no knowledge of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the best of Seller's knowledge with due inquiry of Seller, threatened which would create a lien upon the Property in the hands of Purchaser after Closing; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing of which Seller obtains actual knowledge.

(v) To the best of Seller's knowledge with due inquiry there are no known pending, threatened or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Purchaser of any such proceedings which occur or are threatened prior to Closing of which Seller obtains knowledge.

(vi) Seller has not received notice of and has no knowledge of pending or contemplated changes in the present status of zoning of the Property, and Seller shall give prompt notice to Purchaser of any such proposed changes of which Seller is aware prior to the Closing.

(vii) The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

(viii) All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing shall have been, or will be at Closing, paid in full. All current special assessments which are or will become a lien known to the Seller at the time of Closing on the Property shall also have been paid and discharged at Closing (in pro rata shares between Seller and Purchaser), whether or not payable in installments.

(ix) There are no leases affecting the Property, no parties in possession of the Property nor any parties entitled to possession thereof.

(x) All service contracts, if any, (except those specifically approved by Purchaser which shall be assigned to Purchaser at Closing) shall be terminated and paid in full as of the Closing Date.

(xi) The Property is or will be at Closing, subdivided as an independent and conveyable parcel in accordance with all applicable rules, regulations, zoning and ordinances.

(xii) The Property has or will have prior to Closing, a unique tax parcel number separate from other property owned by Seller.

(xiii) The Property has or will have prior to Closing vehicular and pedestrian access to a public right-of-way, specifically Peachtree Dunwoody Road.

(xiv) Hazardous Materials. To the best of Seller's knowledge with due inquiry: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leeching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semi-buried or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there are no asbestos containing materials located on the Property; (v) no construction material used in any improvements located at the Property contains any substance or material presently known to be a hazardous substance or toxic material; (vi) Seller has not disposed upon the Property any hazardous substances on or below the surface of the Property or within two thousand (2,000) feet of the boundary thereof including, without limitation, contamination of the soil, subsoil or groundwater; and (vii) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Purchaser to liability to third parties. The terms "hazardous waste", "hazardous substances" and "toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sect. 5101 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect. 6901 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

(A) Without limiting the other provisions of this Agreement, Seller shall cooperate, at no cost to Seller, with Purchaser's investigation of matters relating to the foregoing provisions of this Section and provide access to and copies of all data and/or documents in Seller's or Seller's agent's possession dealing with potentially hazardous materials used at the Property and any disposal practices followed. Seller agrees that Purchaser may make inquiries of governmental agencies regarding such matters, without liability to Purchaser for the outcome of such discussions.

(xv) Seller has provided Purchaser true and complete copies of all surveys, appraisals, engineering reports and other related documentation available to Seller and all amounts due for the services performed for the same have been paid in full.

(xvi) While this Agreement is in effect, Seller shall not solicit, accept or negotiate other offers with respect to the Property or execute any deeds, easements, rights-of-way affecting the Property or subject the Property to any additional covenant, easement, restriction or encumbrance.

(xvii) Nondisclosure of Information. In consideration of, and as a material inducement to, Purchaser entering into this Agreement, Seller agrees not to disclose or permit disclosure of this Agreement, the parties involved in the Project, or any Information to third parties or to employees of Seller other than attorneys, consultants and agents who are required to have the information in order to carry out the discussions regarding this Agreement and have entered into similar confidentiality agreements. The Seller agrees that it shall take all necessary measures to protect the secrecy of and avoid disclosure or use of Information of Purchaser in order to prevent such Information from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The provisions of this Section shall survive the Closings or any expiration or termination of

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this Agreement. "Information" includes, without limitation, plans, specifications, drawings, designs, financial information, reports, contracts, emails, names of parties involved, and all record-bearing media (electronic or otherwise) containing or disclosing such information.

(b) **Purchaser.** Purchaser represents and warrants to Seller as of the Effective Date (which such representations and warranties to be re-made as of Closing) that:

(i) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. All action necessary to authorize the execution, delivery and performance of this Agreement by Purchaser has been taken and such action has not been rescinded or modified.

(ii) Purchaser is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Purchaser's right to enter into and carry out this Agreement.

(iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Purchaser is a party or by which Purchaser is bound or affected.

(c) **Continued Accuracy of Representations and Warranties.** The matters set forth in Section 5(a) constitute representations and warranties by Seller which are now, and shall at the Closing, be true and correct. The continued accuracy in all material respects of such representations and warranties is a condition precedent to Purchaser's obligation to close. If, during the period between the Effective Date and the Closing Date, Seller learns of, or has a reason to believe that any of its representations and warranties may cease to be true in any material adverse respect, Seller shall give prompt written notice to Purchaser (the "Seller Notice"). In the event that (i) Seller delivers the Seller Notice, or (ii) Purchaser otherwise becomes aware that any such representation or warranty has ceased to be true in any material adverse respect prior to Closing, Purchaser shall have the right, in its sole discretion, to terminate this Agreement, in which event the Earnest Money Deposits shall be returned to Purchaser, and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specially set forth herein. Purchaser shall exercise the foregoing election by written notice to Seller on or before the Closing Date. Seller's representations and warranties shall survive the Closing, and Purchaser shall not be deemed to have waived any such representation or warranty unless Purchaser executes an express, written waiver.

6. **Conditions to Closing.**

(a) Notwithstanding anything to the contrary, all of Purchaser's obligations under this Agreement, including without limitation to acquire the Property and pay the Purchase Price, are subject to the fulfillment of each of the following conditions at or prior to the Closing Date, or the express written waiver thereof by Purchaser (the "Closing Conditions").

(i) Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(ii) The Title Company is obligated to and will in fact issue to Purchaser and its lender(s) the Title Policy in accordance with the provisions of Section 7 hereof.

(iii) Each and every representation and warranty made by Seller in this Agreement shall be true and correct in every material respect.

(iv) The Property is zoned as required for the Purchaser's desired use of the Property.

(v) Purchaser's receipt of an acceptable appraisal, in Purchaser's sole and absolute discretion, of the Property in an amount equal to or greater than the Purchase Price.

(vi) Seller and/or Purchaser having received all necessary permitting and other approvals for Purchaser's desired use of the Property including, but not limited to a Land Development Permit ("LDP") authorizing land development of the Property of no less than 13 townhomes on 24-foot wide lots. Seller and Purchaser will fully cooperate to obtain all necessary permitting and other approvals.

(vii) Written evidence from the applicable governing authority that all utilities (including, without limitation, water, sewer, electricity, service) are available and connectivity exists to serve all lots and any amenities permitted for development under the LDP as of the Closing Date.

(viii) If applicable, Seller's cure of the matters set forth in Purchaser's title objection letter to Purchaser's satisfaction.

Seller shall fully cooperate with Purchaser in accomplishing the foregoing. If any condition specified in this Section 6(a) is not timely satisfied or waived in writing by Purchaser, Purchaser shall have the right to terminate this Agreement (a "Permitted Termination"), in which event, the Earnest Money Deposits shall be returned to Purchaser and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specifically set forth in this Agreement. Notwithstanding anything to the contrary, the Closing Conditions are each an express condition precedent to Purchaser's obligations hereunder. In no event shall Purchaser be in default under this Agreement unless and until all of the Closing Conditions have been met.

(b) Seller's obligation under this Agreement to sell the Property is subject to the fulfillment at or prior to the Closing Date of each of the following conditions (or the express, written waiver thereof by Seller):

(i) Purchaser shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(ii) Each and every representation and warranty made by Purchaser in this Agreement shall be true and correct in every material respect.

If any condition specified in this Section 6(b) is not timely satisfied or waived by Seller, Seller shall have the right to terminate this Agreement, in which event, the Earnest Money Deposits shall be paid to Seller and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specifically set forth in this Agreement.

7. **Closing.** If all Closing Conditions are satisfied or expressly waived in writing, the closing of the transactions described in this Agreement (the "Closing") shall be held on or before **December 30, 2022**, at the offices of Purchaser's attorney in Atlanta, Georgia (or by overnight delivery service), by giving Seller at least five (5) business days' prior written notice of the time and date thereof, or, if no such notice is given, at 2:00 p.m. on such date (the "Closing Date"). If the Closing does not occur by said date, then Purchaser may extend the Closing Date for up to two (2) consecutive sixty (60) day periods (each a "Closing Extension Period") by delivering [REDACTED] in additional

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Earnest Money Deposits to the Escrow Agent for each Closing Extension Period, which amount shall be non-refundable to the Purchaser, to extend the Closing Date as provided hereunder. Except as set forth herein, if all Closing Conditions are satisfied or expressly waived in writing and the Closing does not occur by said date unless otherwise extended, neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein and the Earnest Money Deposits shall be released to Seller. If all Closing Conditions have not been satisfied or expressly waived in writing by the Closing Date (as extended by agreement), then full amount of Earnest Money Deposits shall be refundable to Purchaser on demand to Escrow Agent at any time after the Closing Date (as extended by agreement).

(a) **Conveyance.** At Closing, Seller shall deposit in escrow a good and sufficient limited warranty deed in form acceptable to Purchaser, its counsel and the Title Company, conveying to Purchaser all of Seller's rights and interest in and to the Property, free and clear of all encumbrances, except for the Permitted Exceptions, duly executed by Seller (the "Deed"). Seller shall also execute and deliver the other documents and instruments described in Section 7(e) to convey its other rights, title, and interests in the Property.

(b) **Title Policy.** On the Closing Date, the Title Company shall furnish Purchaser with an ALTA Title Policy issued by the Title Company in the amount of the Purchase Price in its customary form, with all standard exceptions removed ("Title Policy"), which shall insure title to the Property to be good in Purchaser subject only to the Permitted Exceptions. Seller shall obtain, execute and/or deliver such documents and instruments as necessary to satisfy requirements of the Title Company, to delete or remove exceptions, conditions or stipulations to the Title Policy, including but not limited to owner's affidavits, resolutions, releases, and opinions of counsel as may be required by the Title Company.

(c) **Prorations.** Property, ad valorem, and any similar taxes and assessments and rents shall be prorated as of the Closing Date with Seller being responsible for any amounts attributed to the Closing Date. Purchaser and Seller agree to re-prorate taxes and assessments after the Closing upon the receipt of the actual tax bill(s). This provision shall survive the Closing of the transaction contemplated by this Agreement. Any prorations to which Purchaser may be entitled by reason of the foregoing shall be credited against the balance of the Purchase Price to be paid at Closing.

(d) **Charges.**

(i) Seller shall be charged the following amounts at Closing: (a) one-half of any transfer tax payable upon the recording of the Deed and (b) any monetary encumbrances on the Property and recording costs for any associated releases.

(ii) Purchaser shall be charged the following amounts at Closing: (a) the cost of the Title Policy; (b) all preparation and recording costs for the Deed; (c) the cost of the Survey, and (d) one-half of the transfer tax payable upon recording of the Deed.

(iii) Each party shall pay its own attorneys' fees, except as otherwise specifically set forth herein.

(iv) If the Property is or was being taxed under an abatement or exemption that will or does result in the assessment of "rollback" taxes at or after Closing, Seller, at Seller's sole expense, shall be responsible for paying the amount of such rollback taxes whenever the same shall be assessed. This covenant shall survive Closing. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees,

brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed.

(e) **Deliveries.**

(i) Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to the Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised:

(A) The Deed.

(B) A quitclaim deed from Seller in recordable form conveying to Purchaser title to the Survey description of the Property.

(C) Such other documents and instruments, including easements, as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

(D) An affidavit in form and substance reasonably satisfactory to the Title Company for the purpose of permitting the Title Company to delete the standard exceptions from the Title Policy and such other documents reasonably required by the Title Company in connection with the issuance of the Title Policy.

(E) A FIRPTA Affidavit (Certificate of Non-foreign Status) acceptable to the Title Company.

(F) A closing statement identifying the prorations required hereunder and a proration agreement if requested by Purchaser.

(G) A "drop down" certificate, updating the truth and accuracy of Seller's representations and warranties contained herein and indicating any changes which may be required to make those representations and warranties remain true and accurate; provided, however, that if any changes are indicated, then Purchaser shall have the rights as set forth in Section 5(c) above.

(H) Incumbency certificate executed by a duly authorized officer/member/partner of Seller, including the following:

- (i) Address and EIN of Seller.
- (ii) Name of the Officer(s) authorized to sign all of the closing documents.
- (iii) Whether the Seller will affix its corporate seal or have the documents attested by a second Officer.
- (iv) Current Articles of Incorporation/Organization or Certificate of Limited Partnership, together with any amendments;
- (v) Current Bylaws/Operating Agreement/Partnership Agreement, together with any amendments;
- (vi) Certificate of Good Standing dated within 30 days of closing;

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(vii) Resolutions adopted by Seller's governing body authorizing the execution and delivery of this Agreement by Seller, the performance by Seller of its obligations hereunder, the person or Officer(s) executing all closing documents on Seller's behalf to do so, and the consummation of the transactions contemplated hereby.

(ii) Purchaser shall deliver the following to Seller (duly executed where applicable) through escrow at or prior to Closing:

(A) The Purchase Price in available funds.

(B) Resolutions adopted by Purchaser authorizing the execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby.

(C) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

8. **Damage or Condemnation: Risk of Loss.**

(a) Commencing upon the Effective Date and extending through Closing hereunder, the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear, condemnation, acts of God and occurrences over which Seller has no control. Seller shall not in any manner disturb, cut or remove any trees, shrubs or bushes from the Property during said period except as may be required by governmental authorities or in the reasonable judgment of Seller to prevent damage or injury or property damage, and the risk of loss for any casualty to said Property shall remain upon Seller. Seller shall maintain the current insurance for the Property against fire and other casualties normally covered by an insurance policy with extended coverage. Pending the Closing, Seller shall maintain the Property, the buildings and improvements thereon, and the mechanical equipment, and personal property of every kind used in the operation thereof in good condition and repair, and deliver the same at Closing in the same condition as presently existing, normal wear and tear excepted. Seller shall not remove any item of monetary value from the Property prior to the Closing, except for the purpose of repair or replacement, and any such repaired item or replacement item shall be included in this transaction.

(b) In the event of the institution of any proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any substantial portion of the Property by eminent domain prior to Closing, or should a substantial portion of the Property be damaged by fire or other casualty prior to Closing, Purchaser shall have the right and option to terminate this Agreement at any time prior to Closing by giving Seller notice to such effect at any time after Purchaser's receipt of notice of any such occurrence or occurrences. Seller hereby agrees to furnish Purchaser written notification in respect thereof within forty-eight (48) hours from the Seller's receipt of any such notification. Should Purchaser so terminate this Agreement, then all Earnest Money Deposits shall immediately be returned to Purchaser and, thereupon, the parties hereto shall be released from their respective obligations and liabilities hereunder. In the event Purchaser does not elect to terminate this Agreement because of such taking or casualty, at the Closing hereof, Seller shall assign to Purchaser all of Seller's right, title and interest in any award arising out of such taking, or any insurance proceeds arising out of such fire damage or other casualty, as the case may be. For the purposes of this section, a "substantial" part of the Property shall be such a part which makes the remainder of the Property unsuitable for those uses contemplated by Purchaser.

9. **Notices.** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified or registered mail or by a nationally recognized overnight carrier or by e-mail to the parties at the mailing addresses and email address set forth below, unless different addresses or email addresses are given by one party to the other:

As to Seller:

Michael T. Austin
2085 River North Parkway
Sandy Springs, GA 30328
E-mail Address: austinmt@comcast.net

As to Purchaser:

Landbridge Acquisitions, LLC
7000 Peachtree Dunwoody Road NE
Suite 4-100
Atlanta, Georgia 30328
Attn: Gary R. Hammond, Jr.
Email Address: grh@grhco.com

With Copy to:

Mary Margaret Williams
Coleman Talley LLP
109 S. Ashley Street
Valdosta, GA 31601
Email Address: marym.williams@colemantalley.com

As provided in this Section, any notice shall, for all purposes, be deemed given and received: (a) if given by email, when the email is transmitted to the party's email address specified above; (b) if hand delivered to a party, upon delivery to the party specified above; (c) if given by a nationally recognized and reputable overnight delivery service, the day on which delivery is made or attempted by such delivery service; or (d) if given by certified mail, return receipt requested, postage prepaid, upon delivery to the party specified above. Unless directed otherwise by prior written notice, counsel for Purchaser and Seller may send written notices required or permitted by this Agreement directly to the other party so long as they simultaneously provide such party's counsel with a copy of any such direct communication, such communications being expressly permitted by Purchaser, Seller and their respective counsel.

10. **Remedies.**

(a) In the event that Purchaser defaults in its obligation to proceed to the Closing of the transaction contemplated by this Agreement, Seller shall be entitled to terminate this Agreement and receive the Earnest Money Deposits as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default. Seller and Purchaser agree that the damages resulting to Seller as a result of such default by Purchaser as of the date of this Agreement are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Seller's and Purchaser's reasonable estimate of such damages.

(b) In the event Seller shall default in the performance of any of its covenants, agreements, warranties or obligations hereunder, Purchaser shall elect, as its sole remedy for failure to Close (except as provided below), either: (i) waive the obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the parties hereto; (iii) terminate this Agreement and recover the Earnest Money Deposits and Purchaser's actual out-of-pocket costs and expenses incurred by Purchaser in connection with this Agreement and Purchaser's Due Diligence Investigation of the Property (including, without limitation, actual and reasonable legal fees and expenses and court and other costs and expenses of negotiating and enforcing this Agreement), in which event Purchaser and Seller shall have no further obligations hereunder except under provisions of this Agreement which expressly survive the expiration or termination hereof; or (iv) take any and all legal actions necessary to compel Seller's specific performance hereunder (it being acknowledged that damages at law alone would be an inadequate remedy) to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement together with recovery of damages in connection therewith and costs and expense of seeking to enforce specific performance, including without limitation, court costs and actual and reasonable legal fees. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses actually incurred in connection therewith, which fees, costs and expenses may be set by the court in the trial or appeal of such action or may be enforced in a separate action brought for that purpose and which fees shall be in addition to any other relief which may be awarded.

11. **Miscellaneous.**

(a) **Tests, Borings and Examinations.** Seller will permit representatives of Purchaser to enter upon the Property to conduct soil tests, borings, and any other tests, surveys, inspections, or examinations that Purchaser desires in connection with its potential purchase of the Property. Purchaser shall hold Seller harmless from any and all costs, expenses, liabilities and damages resulting from the performance of such tests, surveys, inspections, or examinations.

(b) **Broker's Commission.** Purchaser represents and warrants that it has neither consulted with nor used any broker in connection with this Agreement for which it shall owe a commission. Purchaser shall be responsible for and pay any commissions due any broker in connection with the purchase and sale of the Property arising through or resulting from agreement or action of Purchaser. Purchaser shall protect, indemnify, hold harmless and defend the Seller against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction arising through or resulting from agreement or action of Purchaser. Seller shall be responsible for and pay any commissions due any broker in connection with the purchase and sale of the Property arising through or resulting from agreement or action of Seller. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction arising through or resulting from agreement or action of Seller. The indemnifications set forth above shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed or the termination of this Agreement, as the case may be.

(c) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, estates, and assigns.

(d) Assignment of Agreement by Purchaser. Purchaser shall not have the right to assign its rights and to delegate its duties under this Agreement without notice to or consent from Seller except to any party in which an affiliate of Purchaser has a 49% ownership interest. Any other assignment shall be with Seller's written consent.

(e) Unenforceability. If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Section Headings. The section headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Time. Time is of the essence of this Agreement and in the performance of the covenants and provisions hereof.

(h) Recitals and Exhibits. All recitals and exhibits referred to in, set forth herein, and/or attached to this Agreement are hereby made a part of the substantive body of this Agreement.

(i) Date of Performance. If the date for performance of any act or deadline for required notice under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance or required notice shall automatically be extended to the first succeeding "business day" (a day which is not a Saturday, Sunday or federal holiday).

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Georgia.

(k) Facsimile, PDF, and Counterpart Signatures. Executed facsimile or PDF copies of this Agreement or any amendments hereto shall be binding upon the parties, and facsimile or PDF signatures appearing hereon or on any amendments hereto shall be deemed to be original signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(l) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at Closing, each party mutually agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary, appropriate, convenient, useful or desirable to effectively carry out the intent of this Agreement or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. Seller agrees to cooperate with Purchaser, in all reasonable respects relating to Purchaser's applications for development approvals during the term of this Agreement. This cooperation shall include, but not be limited to, the signing of any applications for approvals and/or permits, answering of questionnaires, or other actions.

(m) Possession. Seller shall grant possession of the Property to Purchaser on the date of Closing.

(n) Survival. This Agreement, and all representations and warranties of Seller and Purchaser, shall not be merged into the documents executed at Closing, and shall survive the Closing.

(o) Entire Agreements. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby, and all prior agreements, letters of intent, term sheets, proposals, offers, counter-offers, understandings, representations and statements, oral

or written, are merged into this Agreement. Neither this Agreement nor any provision thereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the parties against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

12. **Rezoning**. Purchaser and Seller hereby acknowledge and agree that (a) the Property is not currently zoned as required for the Purchaser's desired use of the Property, and (b) prior to August 31, 2022, the Property will need to be rezoned so that the Project is an allowable use on the Property under the applicable municipality's current zoning ordinance (the "**Rezoning**"). Seller will assist Purchaser in obtaining the Rezoning by signing and filing all necessary documents related thereto. If Purchaser obtains the Rezoning but an action is brought seeking to invalidate the Rezoning, Purchaser may, through counsel of Purchaser's choice, defend Seller and Purchaser in such action. Purchaser will be responsible for all costs associated with the Rezoning and will notify Seller of its receipt of the Rezoning from the appropriate municipality office/board. As a matter of clarification, the Rezoning is a Closing Condition under Section 6 of this Agreement, and failure to obtain the Rezoning is a Permitted Termination under Section 6 of this Agreement.

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[Remainder of Page Intentionally Blank – Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

Michael T. Austin

By: _____

Name: Michael T. Austin

Title: Owner

PURCHASER:

LANDBRIDGE ACQUISITIONS, LLC,
a Georgia limited liability company

By: _____

Name: GARY R. HAMMOND, JR.

Title: MANAGER

17
MP

EXHIBIT A

LEGAL DESCRIPTION

All that certain 1.26+- acres, more or less, tract or parcel of land situated and lying at 6669 Peachtree Dunwoody Road in Sandy Springs, Fulton County, Georgia, as depicted on the drawing attached on the following page and incorporated herein, and being all of that certain real property possessing Tax ID #170020LL0175.

The final legal description for the Land shall be modified and finalized according to the Survey.

Handwritten signature and initials
MOR

- Question: Timetable? Will this still be a year?
 - Answer: This could be shortened by having an approved plan within 6 months. We hope to start construction in Spring of 2023.
- Question: 2 types of bldgs. 22 vs 24 lot sizes. Pricing strategy.
 - Answer: The rear building will be smaller in size which can affect pricing.
- Question: Parking?
 - Answer: Our intent is to be able to pull in under cover of the garage without car being in the alley.

Meeting concludes.

6669 Peachtree Dunwoody Road
Character Area Map Amendment Application
Community Meeting 2
April 12, 2022

Gary Hammond, Principal
(770) 481-0853, grh@grhco.com
D'Anne Hilsmier, Applications Manager
(678) 638-4181, d_anne@grhco.com

1. Purpose of Community Meeting
 - a. Review our zoning application
 - b. Take questions and suggestions about our zoning application
2. Format for Meeting
 - a. About 45 minutes including a 30-minute Q&A segment
 - b. Joint virtual meeting with questions posted in the Zoom comments section
3. Important Considerations for Process and Timing
 - a. Zoning Map Amendment from RE-1 to RT-3
 - b. Zoning Calendar: Planning Commission on **6/22/2022** and conclude **7/19/2022**
4. Who we are?
5. Location Maps, Aerials/Photos
6. Sandy Springs Planning Documents
 - a. Urban Neighborhood Character Area
 - b. Zoning Map
 - c. Allowed Use Table
7. Conceptual Site Plan
8. Conceptual Elevations
9. Question and Suggestions



2022 REZONING, CONDITIONAL USE PERMIT, AND CHARACTER AREA MAP AMENDMENT SCHEDULE

Pre-Application Meeting Deadline	Initial Community Meeting (CM1) Deadline	Application Filing Deadline (Typ. 1 ST Tuesday)	Second Community Meeting (CM2) Deadline	Planning Commission Meeting Sign Posting Deadline	Planning Commission Meeting (Typ. 3 rd Wednesday)	Mayor and City Council Meeting (3 RD Tuesday)
08/31/2021	09/28/2021	10/05/2021	11/02/2021	12/07/2021	12/22/2021	01/18/2022
09/28/2021	10/26/2021	11/02/2021	11/30/2021	01/04/2022	01/19/2022	02/15/2022
11/02/2021	11/30/2021	12/07/2021	01/01/2022	02/01/2022	02/16/2022	03/15/2022
12/01/2021	12/29/2021	01/04/2022	02/01/2022	03/01/2022	03/16/2022	*04/19/2022
12/29/2021	01/25/2022	02/01/2022	03/01/2022	04/05/2022	04/20/2022	05/17/2022
01/25/2022	02/22/2022	03/01/2022	04/01/2022	05/03/2022	05/18/2022	06/21/2022
03/01/2022	03/29/2022	04/05/2022	05/01/2022	06/07/2022	06/22/2022	07/19/2022
03/29/2022	04/26/2022	05/03/2022	06/01/2022	07/05/2022	07/20/2022	08/16/2022
05/03/2022	05/31/2022	06/07/2022	07/01/2022	08/02/2022	08/17/2022	09/20/2022
05/31/2022	06/28/2022	07/05/2022	08/01/2022	09/06/2022	09/21/2022	*10/18/2022
06/28/2022	07/26/2022	08/02/2022	09/01/2022	10/04/2022	10/19/2022	11/15/2022
08/02/2022	08/30/2022	09/06/2022	10/01/2022	11/01/2022	11/16/2022	12/20/2022
08/30/2022	09/27/2022	10/04/2022	11/01/2022	12/06/2022	12/21/2022	TBD
09/27/2022	10/25/2022	11/01/2022	12/01/2022	TBD	TBD	TBD
11/01/2022	11/29/2022	12/01/2022	01/01/2023	TBD	TBD	TBD

NOTE: All meetings will have a virtual option available for attendees, if necessary, due to any continuance of a Pandemic.

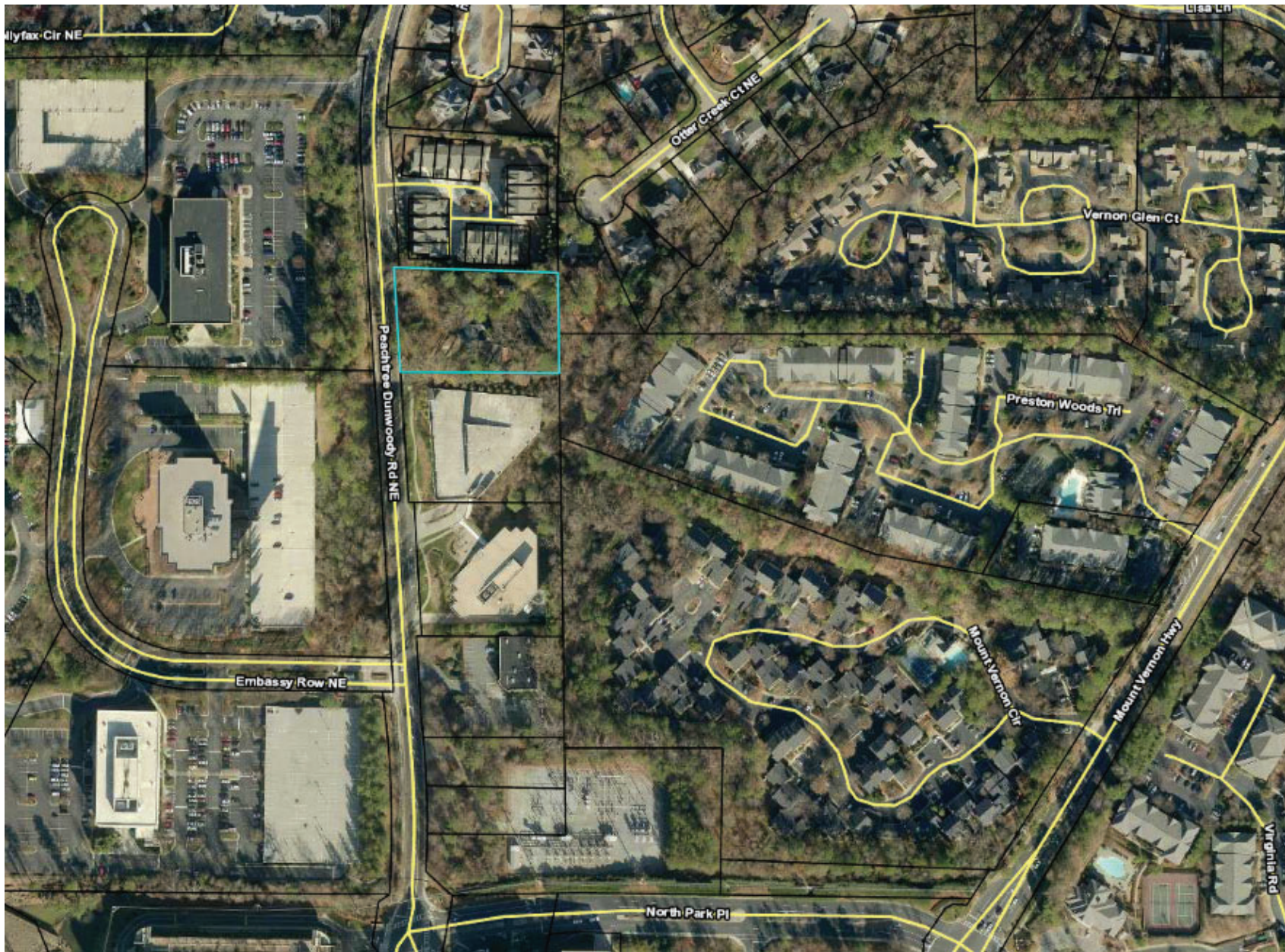
***Character Area Map Amendment requests will be placed on the April and October MCC Agendas only; bold cell used to indicate two (2) available sequences.**

The deadlines for the Pre-Application and Community Meetings are flexible at the discretion of the Director.

“Blackout Dates” for Community Meetings:

- Mayor & City Council Meetings (typically 1st and 3rd Tuesdays of the month)
- Board of Appeals Meetings (typically 1st Wednesday (after MCC Meeting) of the month)
- Federal, State, and City Observed Holidays
- Holiday Season:
 - First (full) week of January (Jan. 1-7, 2022)
 - Week of Thanksgiving (Nov. 21-25, 2022)
 - Last two (2) weeks of December (Dec. 19-23 & 26-30, 2022)
- Major Jewish Holidays:
 - Purim (Mar. 16-17, 2022)
 - Passover (Apr. 15-Apr. 22, 2022)
 - Rosh Hashanah (Sep. 25-27, 2022)
 - Yom Kippur (Oct. 4-5, 2022)
 - Sukkot (Oct. 9-11, 2022)
 - Simchat Torah (Oct. 16-18, 2022)
 - Hanukkah (Dec. 18-Dec. 26, 2022)

6669 Peachtree Dunwoody Road – Street Map



6669 Peachtree Dunwoody Road – Frontage



Aerial – 6669 Peachtree Dunwoody Road View West



Aerial – 6669 Peachtree Dunwoody Road View East

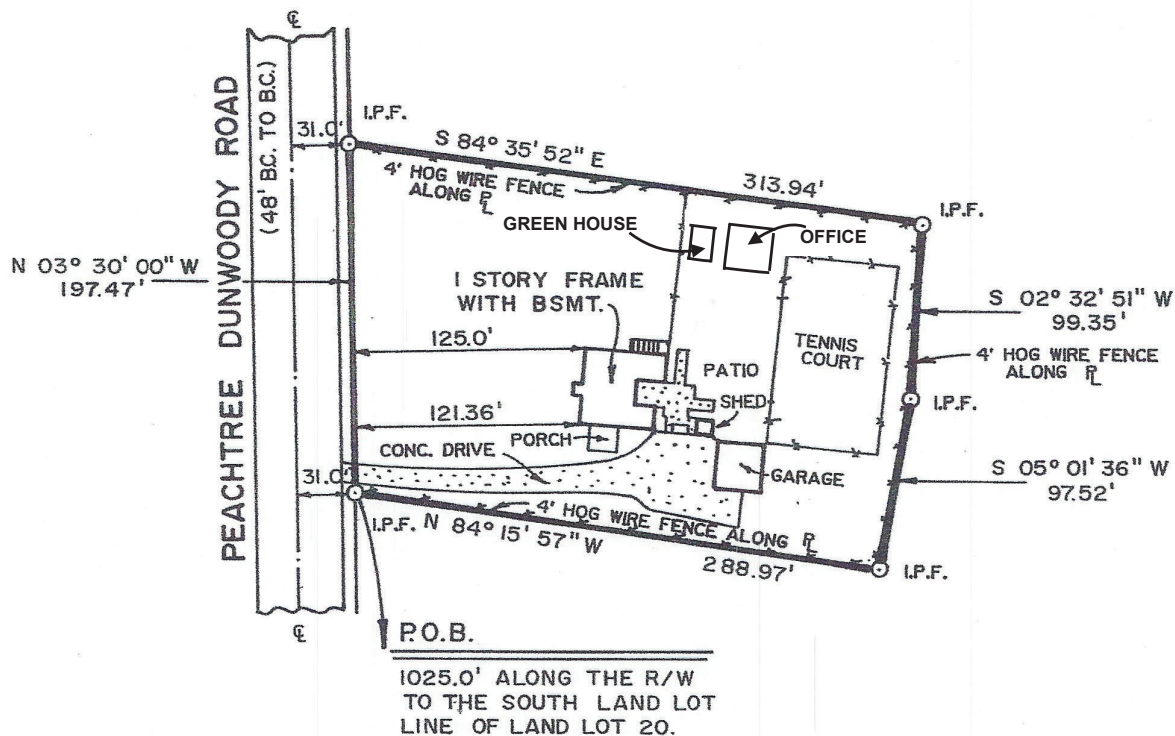


FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT CONTAINED WITHIN THE LIMITS OF A FLOOD HAZARD ZONE AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF UNINCORPORATED FULTON CO. GEORGIA; COMMUNITY-PANEL NUMBER 135160 0075, MOST RECENTLY REVISED AUGUST 19, 1985.

REFERENCE SURVEY:

SURVEY FOR: NORTHPARK ASSOCIATES II, LTD. PREPARED BY GEORGIA LAND SURVEYING CO. INC. DATED 1-5-88.



STREET ADDRESS 6669 PEACHTREE DUNWOODY RD.

SURVEY FOR:

MICHAEL T. AUSTIN

LAND LOT 20 17th DISTRICT FULTON CO., GEORGIA

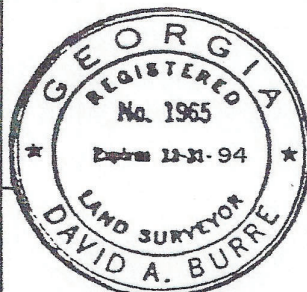
DRAWN BY: BJK
DATE: 2-22-94
SCALE: 1" = 100'
PROJECT: 94-1823

DAVID A. BURR
ENGINEERS & SURVEYORS, INC.

11660 ALPHARETTA HWY. SUITE 100
ROSWELL, GEORGIA 30075
PHONE (404) 300-0000

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

David A. Burr

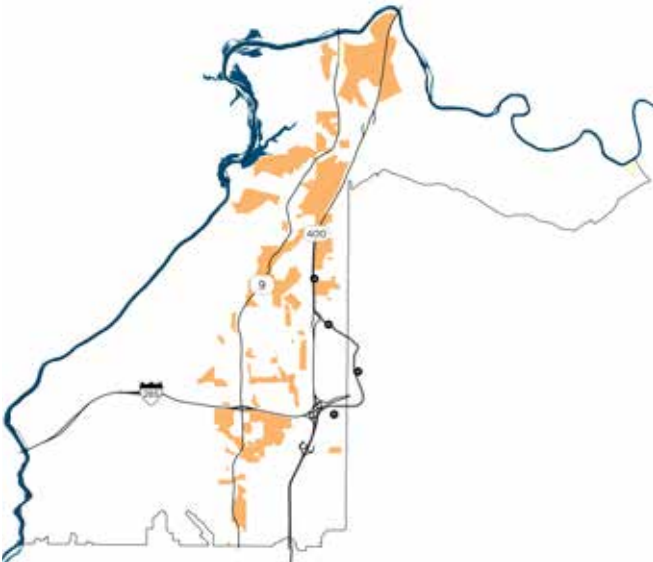


Character Area Type 2:
URBAN NEIGHBORHOOD

CHARACTER AREA DESCRIPTION

The Urban Neighborhood character area includes existing residential areas where it is envisioned that reinvestment in the community can and should occur, with a focus on providing high-quality housing that enables homeownership opportunities. This area is appropriate for higher-density residential uses, given the presence of existing multifamily residential uses and the proximity of much of this character area to either Roswell Road or the Perimeter Center. In particular, alternatives to existing apartments that provide similar densities and expanded opportunities for homeownership (e.g., small-lot single-family residential, higher-density townhomes, condominiums, and duplexes) are appropriate for and encouraged within this character area. As such, redevelopment within this character area will be critical to achieving the Comprehensive Plan goal of expanding the range of available housing options—particularly at the middle of the housing spectrum, with regard to home prices and sizes, as well as housing that meets the needs of a range of demographic groups (including seniors and millennials).

The Urban Neighborhood character area currently includes land zoned for multifamily residential uses, including some areas with strong redevelopment potential that abut areas designated for mixed-use and commercial development. Portions of this character area are identified as priority redevelopment areas, while the majority of this area is likely to evolve over time as redevelopment opportunities arise. Land within this character area may be appropriate for rezoning in the future, provided that new development occurs in a sensitive manner that manages the impacts of any increased development intensity on surrounding single-family residential uses. Moreover, rather than following the form and development patterns established by existing multifamily and townhome development, redevelopment within this character area will result in more compact, connected and walkable neighborhoods that maximize proximity to mixed-use development along Roswell Road, in the Perimeter Center and MARTA station areas. New development will achieve a continuous building edge along the sidewalk, based on established build-to lines, will incorporate rear alley access for garages and service, and will include more compact building typologies and more efficient use of land than the existing “garden apartment” precedent achieves.



LAND USES

- Primarily or exclusively residential (small-lot single family, townhome residential, two-family units, and multifamily), with an emphasis on providing homeownership opportunities
- Civic uses that support residential uses, such as schools and places of worship

IMPLEMENTATION MEASURES

- Prepare new development regulations for residential development as part of a new Sandy Springs Development Code to implement the Comprehensive Plan and small area plans.
- Follow design standards and regulations from the Sandy Springs Development Code, once adopted.
- Implement redevelopment recommendations for compact and connected residential neighborhoods along the Roswell Road corridor articulated in the Roswell Road Small Area Plan for northern Roswell Road and south of I-285.
- Create an expanded and connected street grid in this character area.



Condominiums in urban neighborhood Seattle, WA



Shared green space in urban neighborhood in Langley, WA



Townhomes in urban community in Fairfax, VA



Example of urban single family homes in Davidson, NC



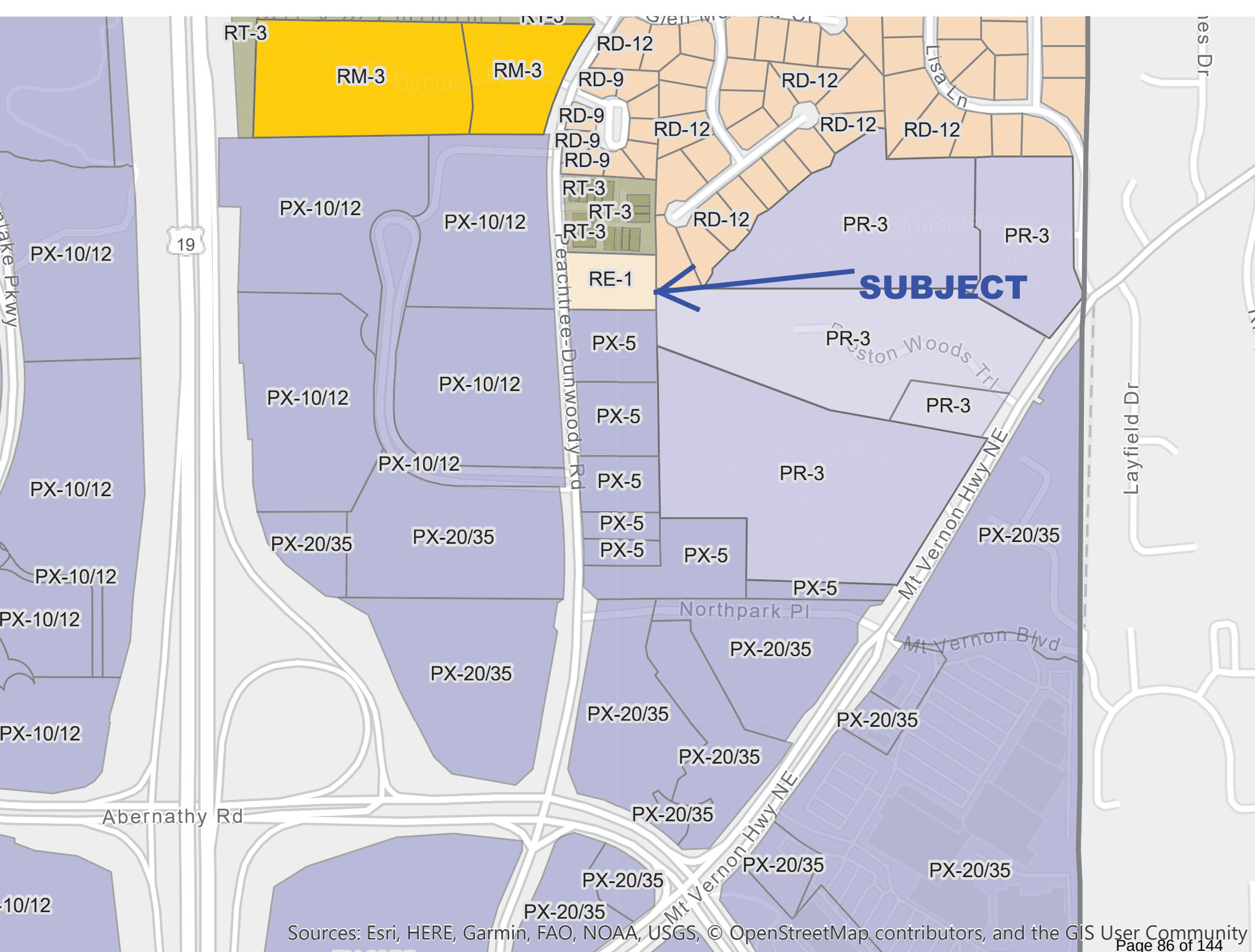
Example of condominiums in Brick, NJ



Rendering of townhomes



Example of attached single family homes, Jordan, UT



Div. 7.2. - Allowed Use Table

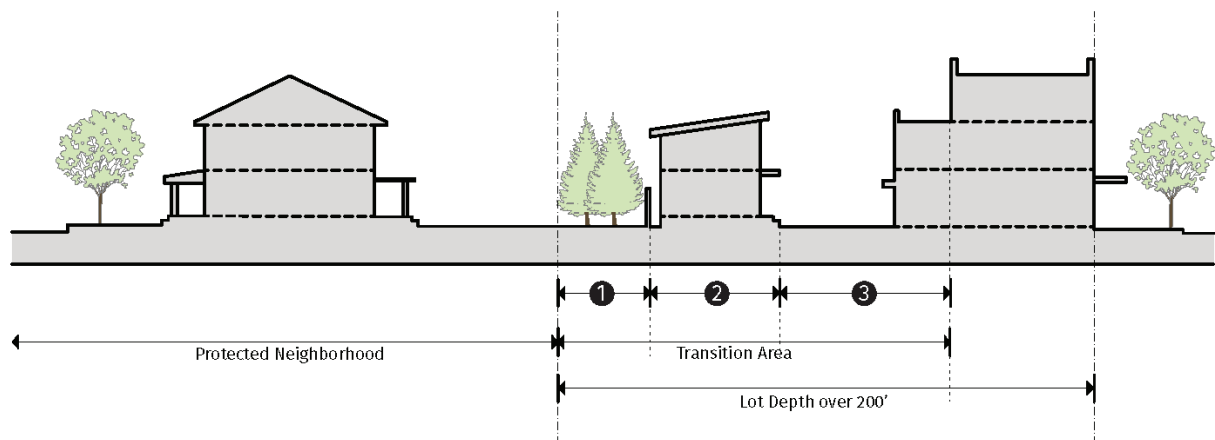
Allowed Use Table	Protected Neighborhood				Urban Neighborhood				Corridors & Nodes								Perimeter Center			
Use Category: Specific Use	RE	RD	PK	CON	RU	RT	RM	RX	ON-	OX-	CX-	SX-	TX-	CS-	IX-	CC-	PR-	PX-	PM-	Definition/ Standards
Residential Uses																				
Household Living																				<u>Sec. 7.3.1</u>
Single unit detached	P	P	—	—	P	P	L	—	L	L	L	L	L	L	L	L	L	L	L	Sec. 7.3.1.B
Single unit attached	—	—	—	—	—	P	P	P	P	P	P	P	P	P	P	P	P	L	L	Sec. 7.3.1.E
Multi-unit	—	—	—	—	—	—	P	P	—	—	P	P	P	P	P	P	P	P	P	Sec. 7.3.1.F
Live/work	—	—	—	—	—	—	P	P	—	—	P	P	P	P	P	—	P	P	P	Sec. 7.3.1.G
Group Living, except as listed below:	—	—	—	—	—	—	P	P	—	P	P	P	P	P	P	P	P	P	P	<u>Sec. 7.3.2</u>
Personal care home, up to 3 residents	L	L	—	—	P	P	P	P	—	P	P	P	P	P	P	P	P	P	P	Sec. 7.3.2.E
Personal care home, 4 or more residents	C	C	—	—	C	C	C	C	—	C	C	C	C	C	C	C	C	C	C	Sec. 7.3.2.E
Rehabilitation or Treatment Facility	—	—	—	—	—	—	—	—	—	—	—	—	—	—	C	C	—	—	—	<u>Sec. 7.3.4</u>
Public and Civic Uses																				
Civic																				<u>Sec. 7.4.1</u>
College/university	—	—	—	—	—	—	—	—	—	P	P	—	P	P	P	P	—	P	P	Sec. 7.4.1.B
Government facility	C	C	P	—	C	C	C	C	—	P	P	P	P	P	P	P	C	P	P	Sec. 7.4.1.D
Library/museum	—	—	—	—	—	—	—	—	—	P	P	P	P	P	P	P	—	P	P	Sec. 7.4.1.E
Place of assembly	—	—	—	—	—	—	—	—	P	P	P	—	P	P	P	P	—	P	P	Sec. 7.4.1.C
Place of worship	C	C	—	—	C	C	C	C	L	L	L	—	P	P	L	L	C	P	P	Sec. 7.4.1.F
Prison/correctional facility	—	—	—	—	—	—	—	—	—	—	—	—	—	—	C	—	—	—	—	Sec. 7.4.1.G
School, private (K-12)	C	C	—	—	C	C	C	C	—	L	L	—	P	P	L	L	C	P	P	Sec. 7.4.1.H

School, public (K-12)	P	P	—	—	P	P	P	—	P	P	-	P	P	P	P	P	P	P	Sec. 7.4.1.I
Recreation and Open Space																			<u>Sec. 7.4.2</u>
Cemetery/mausoleum	C	C	—	—	C	C	C	—	C	C	—	C	C	C	C	C	C	C	Sec. 7.4.2.B
Conservation area (up to 1 acre)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.2.D
Conservation area (more than 1 acre)	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.4.2.D
Golf course	C	C	—	—	P	P	P	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.4.2.E
Recreational facility	—	—	—	—	—	—	—	—	P	P	—	C	C	P	P	—	C	C	Sec. 7.4.2.I
Subdivision amenity	P	P	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.2.G
Utilities																			<u>Sec. 7.4.3</u>
Minor utilities	P	P	P	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.3.A.1
Major utilities	—	—	—	—	—	—	—	—	—	C	—	—	—	C	C	—	—	—	Sec. 7.4.3.A.2
Wireless Communications																			<u>Sec. 7.4.4</u>
Alternative support antenna structure and roof-mounted antenna	—	—	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.4.B
Amateur radio antenna (up to 90 feet)	P	P	P	—	P	P	P	—	P	P	P	P	P	P	P	P	P	P	Sec. 7.4.4.C
Amateur radio antenna (more than 90 feet)	C	C	C	—	C	C	C	—	C	C	C	C	C	C	C	C	C	C	Sec. 7.4.4.C
Tower antenna	—	C	C	—	C	C	C	—	C	C	C	C	C	C	P	C	C	C	Sec. 7.4.4.D
Commercial Uses																			
Adult Establishment	—	—	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	P	<u>Sec. 7.5.1</u>
Animal Care																			<u>Sec. 7.5.2</u>
Animal care, indoor	—	—	—	—	—	—	—	P	P	P	P	P	P	P	—	P	—	—	Sec. 7.5.2.A

Animal care, outdoor	—	—	—	—	—	—	—	—	—	—	—	—	—	—	C	—	—	—	—	Sec. 7.5.2.A
Day Care	—	—	—	—	—	C	C	P	—	P	P	P	P	P	P	P	C	P	P	Sec. 7.5.5
Medical, except as listed below:	—	—	—	—	—	—	—	—	P	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.7
Hospital	—	—	—	—	—	—	—	—	—	C	C	—	—	—	C	C	—	—	P	Sec. 7.5.7.B
Office	—	—	—	—	—	—	—	P	P	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.8
Overnight Lodging																				Sec. 7.5.10
Bed and Breakfast (up to 5 rooms)	—	—	—	—	—	P	P	P	P	P	P	—	P	P	P	P	—	—	—	Sec. 7.5.10.B
Boutique hotel (6 to 30 rooms)	—	—	—	—	—	—	—	L	—	L	P	P	P	P	P	P	—	P	P	Sec. 7.5.10.C
Executive suites hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	Sec. 7.5.10.E
Hotel (more than 30 rooms)	—	—	—	—	—	—	—	—	—	P	—	P	P	P	—	P	—	P	P	Sec. 7.5.10.D
Parking, Commercial	—	—	—	—	—	—	—	—	—	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.11
Passenger Terminal	—	—	—	—	—	—	—	—	—	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.12
Personal Service	—	—	—	—	—	—	—	P	P	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.13
Restaurant	—	—	—	—	—	—	—	P	—	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.14
Retail, except as listed below:	—	—	—	—	—	—	—	P	—	P	P	P	P	P	P	P	—	P	P	Sec. 7.5.15
Fireworks retail facility	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	Sec. 7.5.15.C
Fuel pumps, gas station	—	—	—	—	—	—	—	—	—	—	P, C	—	—	—	P, C	P, C	—	—	—	Sec. 7.5.15.D
Vehicle Sales and Rental																				Sec. 7.5.16
Minor vehicle sales and rental	—	—	—	—	—	—	—	—	—	—	—	—	L	L	P	P	—	L	L	Sec. 7.5.16
Major vehicle sales and rental	—	—	—	—	—	—	—	—	—	—	—	—	—	—	L	L	—	—	—	Sec. 7.5.16
Industrial Uses																				
Artisanal	—	—	—	—	—	—	—	—	P	—	P	P	P	P	P	P	—	P	P	Sec. 7.6.1

Heavy Industrial	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.6.2
Light Industrial/Manufacturing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	Sec. 7.6.3
Micro-producer	—	—	—	—	—	—	—	—	—	—	P	P	P	P	P	P	—	P	P	Sec. 7.6.3.A
Research and Development	—	—	—	—	—	—	—	P	P	P	—	P	P	P	P	P	—	P	P	Sec. 7.6.4
Resource Extraction	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.6.5
Vehicle Service and Repair																				Sec. 7.6.6
Minor vehicle service and repair	—	—	—	—	—	—	—	—	—	—	L	—	L	L	L	L	—	L	L	Sec. 7.6.6
Major vehicle service and repair	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	Sec. 7.6.6
Warehouse and Distribution, except as listed below:	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	Sec. 7.6.7
Fireworks distributor	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.6.7.B
Self-service storage, mini-warehouse	—	—	—	—	—	—	—	—	—	—	C	—	—	—	P	P	—	—	—	Sec. 7.6.7.C
Waste-Related Service, except as listed below:	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.6.8
Recycling processing center	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	Sec. 7.6.8.B
Open Uses																				
Agriculture																				Sec. 7.7.1
Community garden	L	L	L	—	L	L	L	L	L	L	L	—	L	L	—	P	L	L	L	Sec. 7.7.1.B
Composting	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	Sec. 7.7.1.C
Plant nursery	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	Sec. 7.7.1.D
Timber harvesting	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.7.1.E
Urban farm	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	P	—	—	—	Sec. 7.7.1.F

Accessory Uses																				
Amphitheater	—	—	—	—	—	—	—	—	—	C	C	C	C	C	C	C	—	C	C	Sec. 7.8.1
Car wash	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	Sec. 7.8.2
Drive-thru facility	—	—	—	—	—	—	—	—	—	—	C	C	—	—	—	P	—	—	—	Sec. 7.8.3
Family day care home	P	P	—	—	P	P	—	—	—	—	—	—	P	P	—	—	—	P	P	Sec. 7.8.4
Farmers market	—	—	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	P	P	Sec. 7.8.5
Greenhouse, non-commercial	P	P	—	—	P	P	P	P	—	P	P	P	—	—	P	P	P	—	—	Sec. 7.8.7
Guest house	P	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.8.6
Home occupation	P	P	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.8.8
Home occupation (outdoor)	C	C	—	—	C	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.8.8
Horse stable, non-commercial	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.8.9
Kennel, residential	P	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. 7.8.10
Livestock raising	P	P	—	—	P	P	P	—	P	P	P	—	—	P	P	—	—	—	—	Sec. 7.8.11
Outdoor dining	—	—	—	—	—	—	—	P	—	P	P	P	P	P	P	P	—	P	P	Sec. 7.8.12
Outdoor storage, minor	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	Sec. 7.8.14
Outdoor storage, major	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	Sec. 7.8.15
Poultry raising	P	P	P	—	P	P	P	P	P	P	P	P	—	—	P	P	P	—	—	Sec. 7.8.17
Residential accessory structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.8.22
Short-term rental	L	L	—	—	L	L	L	—	L	L	L	L	L	L	L	L	L	L	L	Sec. 7.8.16
Skywalk	—	—	—	—	—	—	—	C	C	C	—	—	C	C	—	—	C	C	—	Sec. 7.8.18
Solar panels, wind turbines, rainwater collection systems	P	P	P	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 7.8.19
Swimming pool, multifamily	L	L	—	—	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. 7.8.20
Unmanned retail structures	—	—	—	—	—	—	—	—	—	—	P	P	P	P	P	P	—	P	P	Sec. 7.8.21



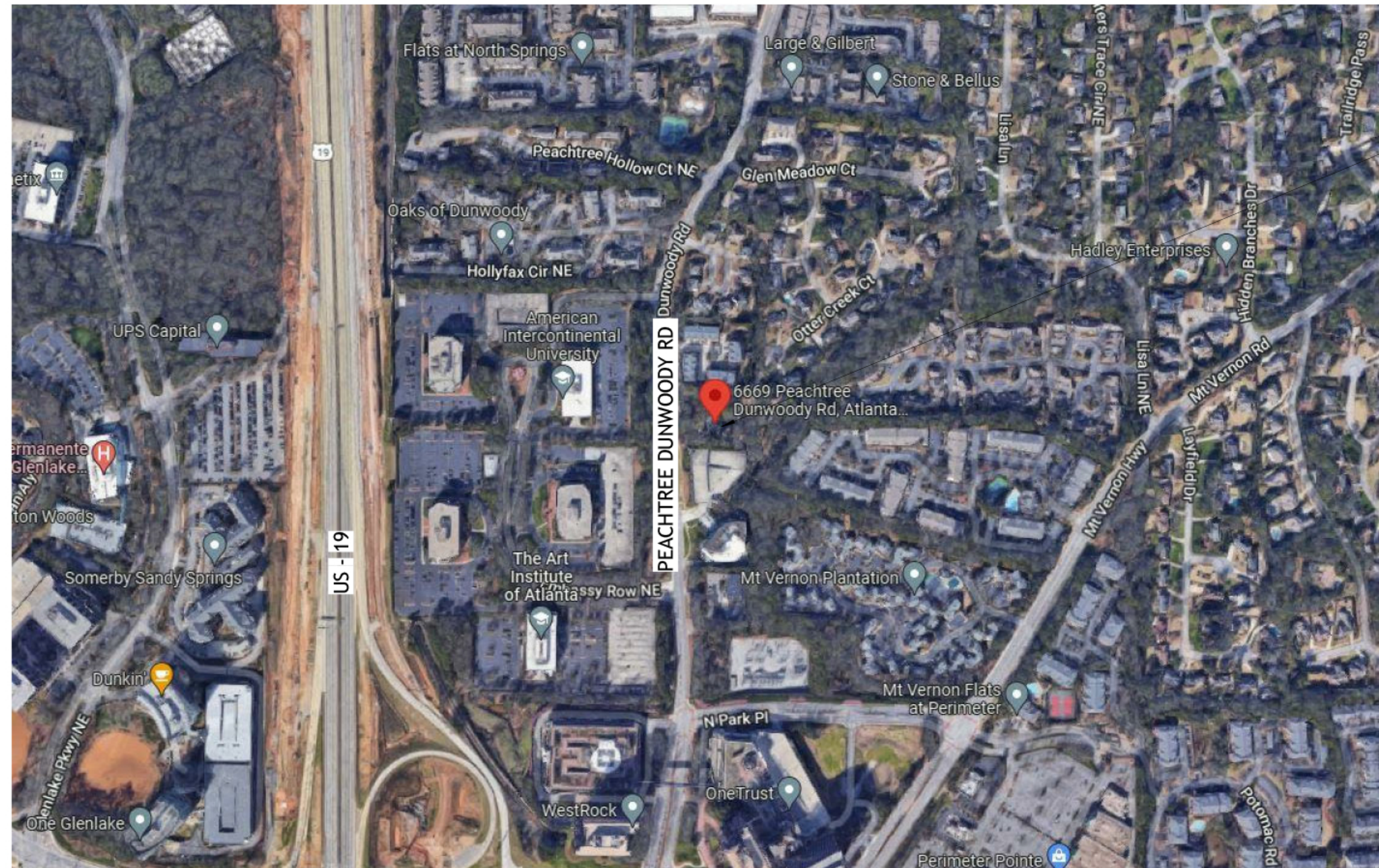
1			2		3	
Buffer	Restricted Uses			Compatible Massing		
Intended to buffer and screen with evergreen landscaping and wall. No buildings, structures or parking are allowed.	Intended to be occupied by open areas and low intensity uses, such as surface parking, alleys, landscaping, and secondary/accessory structures.			Intended to restrict the height of development so as to decrease the impact of new multi-story structures.		
Permitted Structures & Activity	Permitted Structures & Activity			Permitted Structures & Activity		
See <u>Sec. 8.2.5</u> and <u>Sec. 8.2.6</u>	1.	All activity permitted in Area 1.		1.	All activity permitted in Areas 1 and 2.	
	2.	Alleys, parking and drive aisles, but not service areas or mechanical equipment, including HVAC, generators, loading, dumpsters and recycling bins.		2.	All permitted uses in the applicable zoning.	
	3.	Accessory structures.				

	4.	Single unit detached, single unit attached where allowed by the underlying zoning district.	
	These elements must be located as far from the Protected Neighborhood as site conditions allow.		
Depth	Depth	Depth	
30 feet min	25 feet min	30 feet min	
	Height	Height	
	2 stories/24 feet max	2 stories/24 or 28 feet max, see zoning district requirements	

(Ord. of 4-17-2018(4), §§ 6-28, 6-29; Ord. No. 2019-01-01, § II, 1-15-2019)

ZONING PROPOSAL FOR NEW TOWNHOME DEVELOPMENT

SANDY SPRINGS, GA
6669 Peachtree Dunwoody Rd



— SITE: 6669 PEACHTREE DUNWOODY RD

ZONING REQUIREMENTS - PROPOSED RT-3 ZONING CATEGORY

SINGLE FAMILY ATTACHED - RT-3
LOT SIZE - MINIMUM 1800 SQ FT
LOT WIDTH - MINIMUM 24 FEET

FRONT SETBACK - 10' MIN, 30' MAX
SIDE SETBACK - 5' MIN
REAR SETBACK - 5' MIN

HEIGHT - 3 STORIES, 40' MAX

SINGLE FAMILY ATTACHED - COTTAGE COURT
LOT SIZE - MINIMUM 1200 SQ FT, MAX 1200 SQ FT FOOTPRINT
LOT WIDTH - MINIMUM 22 FEET
600 SQ FT CONTIGUOUS COURTYARD PER UNIT, 40' AVERAGE WIDTH

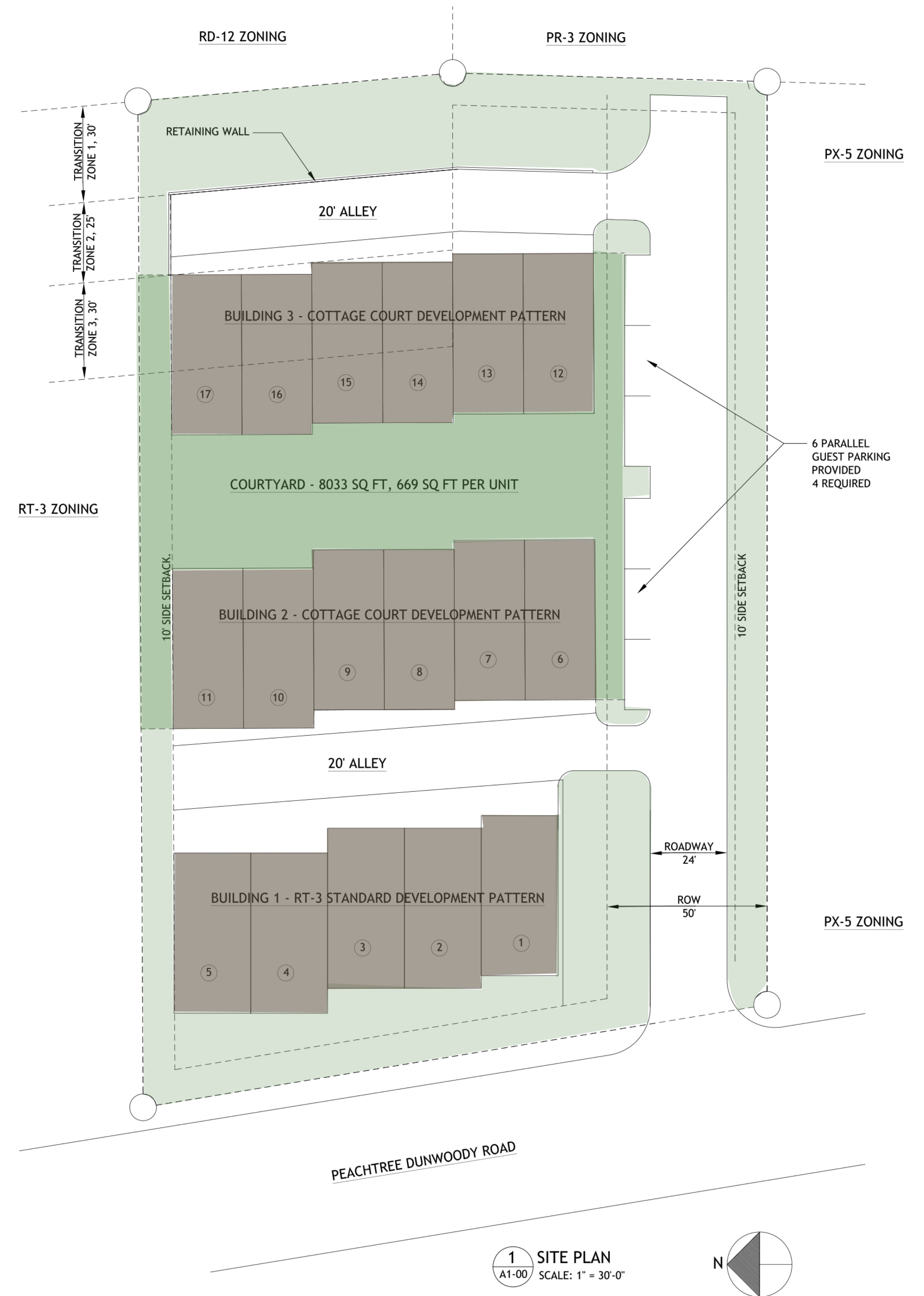
FRONT SETBACK - 15' FROM PRIMARY STREET
SIDE SETBACK - 10' MIN
REAR SETBACK - 10' MIN

HEIGHT - 3 STORIES, 40' MAX

TRANSITION BUFFER TO RD-12
 ZONE 1 - 30', NO BUILDING OR PARKING
 ZONE 2 - 25', ALLEYS AND ACCESSORY USES, MAX 2 STORIES, MAX 24 FEET TALL
 ZONE 3 - 30', ALL USES ALLOWED IN ZONING, MAX 2 STORIES, MAX 24 FEET TALL

ROAD DIMENSION
RESIDENTIAL STREET - 50' RIGHT OF WAY, 24' DRIVE LANE
RESIDENTIAL ALLEY - 20' RIGHT OF WAY, 14' DRIVE LANE

PARKING
 1.75 SPACES PER ATTACHED DWELLING - 2 CAR GARAGE PROVIDED
 .2 SPACES PER ATTACHED DWELLING - 4 SPACES REQUIRED, 6 PROVIDED





1 BUILDING 1 STREET VIEW
A1-05 1/8" = 1'-0"



2 BUILDING 1 DRIVEWAY VIEW
A1-05 1/8" = 1'-0"

BUILDING 1 CONCEPTUAL ELEVATIONS



1 BUILDING 2 COURTYARD VIEW
A1-06 1/8" = 1'-0"



2 BUILDING 2 DRIVEWAY VIEW
A1-06 1/8" = 1'-0"

BUILDING 2 CONCEPTUAL ELEVATIONS



1 BUILDING 3 COURTYARD VIEW
A1-07 1/8" = 1'-0"



2 BUILDING 3 DRIVEWAY VIEW
A1-07 1/8" = 1'-0"

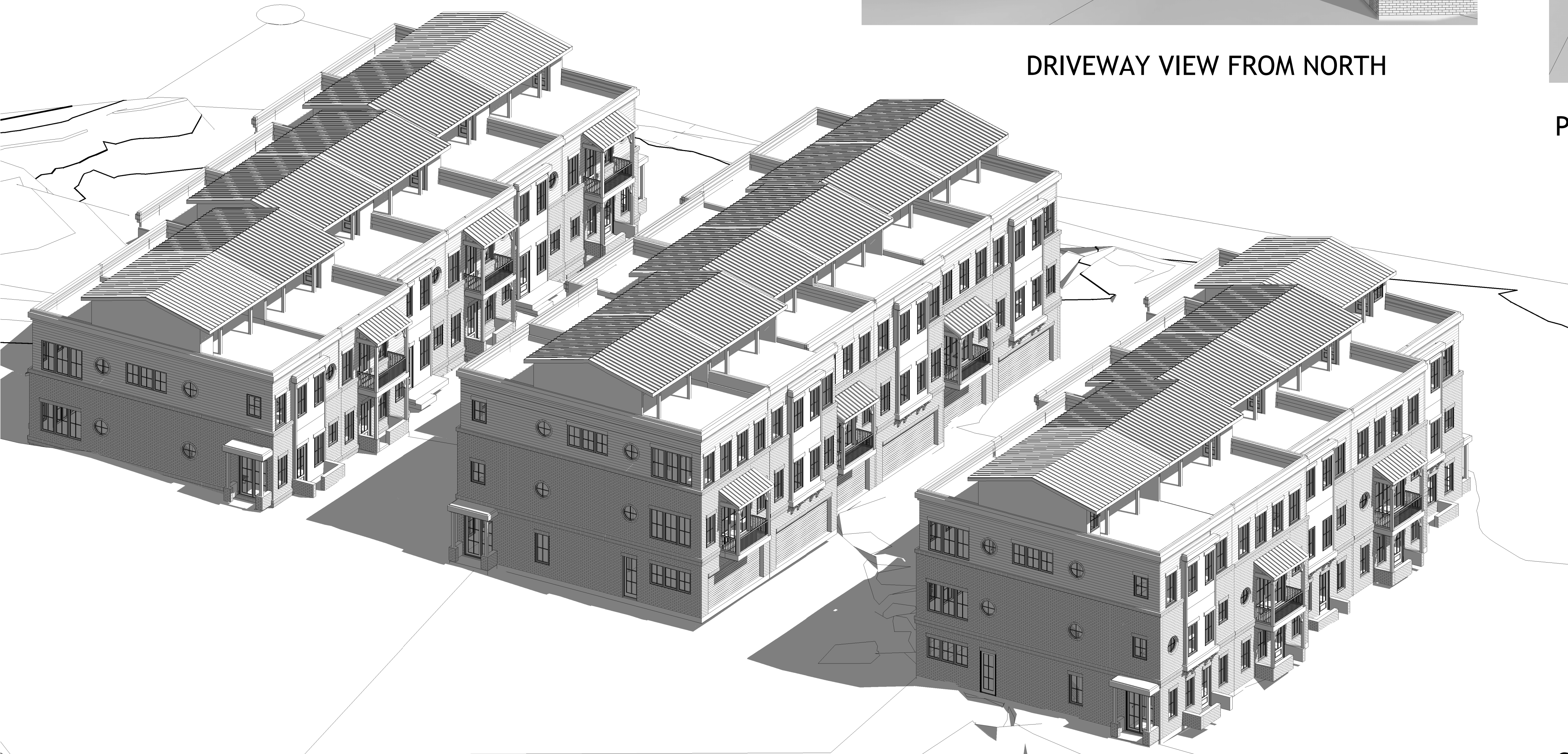
BUILDING 3 CONCEPTUAL ELEVATIONS



DRIVEWAY VIEW FROM NORTH



PEACHTREE DUNWOODY RD VIEW



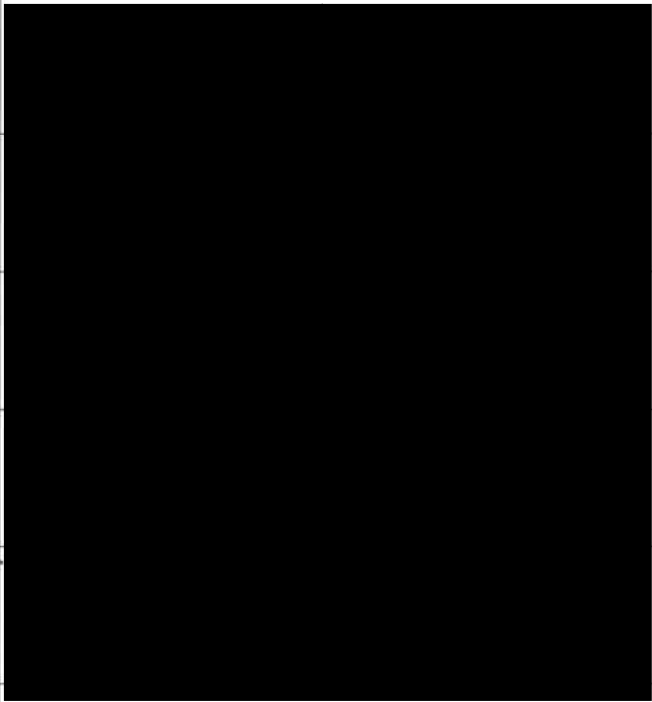
CONCEPTUAL 3D VIEWS



COURTYARD VIEW

Sandy Springs – Zoning Community Meeting II

April 12th, 2022 6:00pm – Sandy Springs City Hall

<u>Name</u>	<u>Address</u>	<u>Email / Phone #</u>
Ray & Gayle Moss	425 Otter Creek Ct. Sandy Springs 30328	
Michael Goltze	1080 Charles Towne Sq	
Mary Varrs	1120 Charles Towne Sq Attn GA 30328	
DAVID JOSS	445 OTTER CREEK CT SANDY SPRINGS 30328	
Ken & Kathy Klatt	418 OTTER CREEK CT Sandy Springs 30328	

First Name	Last Name	Email	Registration Time	Approval S	Address	City	Zip/Postal	State/Prov	Phone
Michael	Austin	a	4/12/2022 17:41	approved	2085 River North Parkway	Sandy Springs	30328	GA	
Gary	Hammond	g	4/12/2022 17:49	approved	7000 Peachtree Dunwoody Road, Suite 4-100	Atlanta	30328	GA	7704810853
Donald	Sizemore	d	4/12/2022 17:58	approved	6919 Peachtree Dunwoody Rd	Sandy Springs	30328	GA	
Marissa	Kalu	r	4/12/2022 18:17	approved	2 E Joppa Rd	Towson	21286	MD	



TO: Honorable Planning Commission Members
FROM: Matthew Anspach, Senior Planner
DATE: June 15, 2022 Submission for the June 22, 2022 Meeting
ITEM: **TA22-0001**
An Ordinance to amend the following Development Code Divisions:

- Div. 1.2 Districts
 - Div. 4.1. District Intent Statements
 - Div. 4.4. Commercial Mixed Use (CX-)
-

Recommendation:

Staff recommends Approval of Text Amendment TA22-0001.

Background:

When the City completed the citywide rezoning process and related Development Code in 2017, there was an expectation that unintended errors and general oversights would be discovered over the subsequent months and years, as the new Zoning Map and Development Code were practically observed and implemented.

Part of the citywide rezoning and Development Code implementation included the creation of a new district titled “Commercial Mixed Use (CX-),” within the “Corridor & Nodes” Character Area. Code language in three different sections effectively establishes and lays out the height parameters of the district: “Districts Established”; “Commercial Mixed Use”; and more specifically “Height and Mass.”

Discussion:

Staff recently realized that though property in the City is currently zoned CX-6 on the official Zoning Map, the zoning category itself (CX-6) is not listed as an option in the aforementioned sections. The only CX- category listed is CX-3 (Commercial Mixed Use, 3 stories maximum). Staff believes this discrepancy to be an oversight error and seeks to correct it by including CX-6 as an additional district within Commercial Mixed Use.

Alternatives:

The Planning Commission could vote to recommend denial of TA22-0001, recommend modifications to TA22-0001, or to defer a decision on their recommendation for TA22-0001 to the next meeting date.

Attachments:

1. TA22-0001 Staff Report

2. PC Presentation



P&Z STAFF REPORT
Planning Commission Meeting, June 22, 2022

Case: **TA22-0001 --- General Fixes (CX- District)**
 Staff Contact: Matthew Anspach (MAnspach@sandyspringsga.gov)
 Report Date: June 13, 2022

PURPOSE

An Ordinance to amend the following Development Code Divisions:

Div. 1.2 Districts
 Div. 4.1. District Intent Statements
 Div. 4.4. Commercial Mixed Use (CX-)

RECOMMENDATION

Department of Community Development

Staff recommends **Approval** of **Text Amendment** TA22-0001.

PROCESS

Planning Commission Hearing:
June 22, 2022

Mayor and City Council Hearing:
July 19, 2022

PROPOSED AMENDMENT(S)

Sec. 1.2.1. – Districts Established

Corridor & Node Districts		
	Office Neighborhood: ON-3	Neighborhood Village
	Office Mixed Use: OX-3, OX-4, OX-5, OX-6, OX-8	Commercial/Mixed Use, Powers Ferry, Powers Ferry Village
	Commercial Mixed Use: CX-3, CX-6	Commercial/Mixed Use, Powers Ferry, Powers Ferry Village
	Shopfront Mixed Use: SX-3, SX-4, SX-6	Mixed Use, Powers Ferry Village
	Transit-Mixed Use: TX-4, TX-6	MARTA Transit-Oriented Development

	City Springs: CS-3, CS-4, CS-5, CS-6	City Springs
	Industrial Mixed Use: IX-3	Commercial/Mixed Use
	Commercial Corridor: CC-3	Commercial/Mixed Use, Powers Ferry Village
	North End Mixed Use: NEX-5/6, NEX-5/10/12	Mixed/Use

Sec. 4.1.3. - Commercial Mixed Use

Sec. 4.1.3. Commercial Mixed Use

The Commercial Mixed Use districts are intended to provide for a variety of retail, service and commercial uses, as well as multi-unit residences. The districts also allow for civic, open space and park uses. Where these districts abut Protected Neighborhood districts, a transition area is required. The districts include:

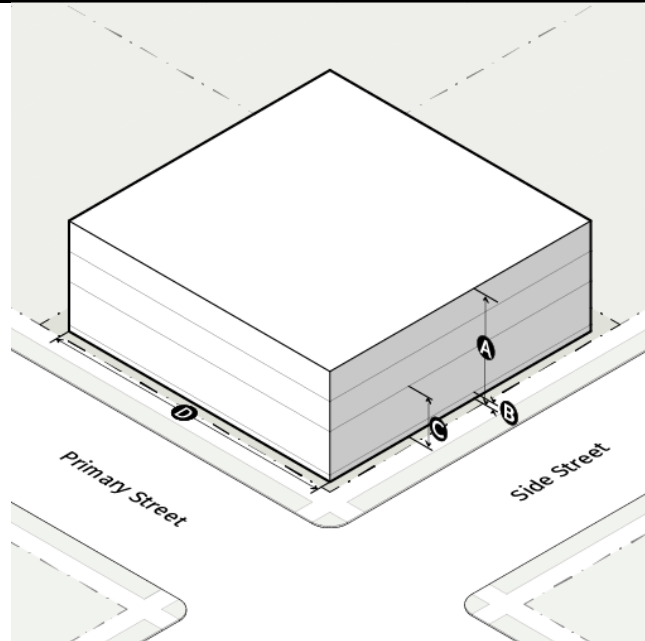
- A. CX-3: Commercial Mixed Use, 3 stories maximum height
- B. CX-6: Commercial Mixed Use, 6 stories maximum height

SEC. 4.4.3. - Height And Mass

(Next Page)

Sec. 4.4.3. Height and Mass

SEC. 4.4.3. HEIGHT AND MASS



Building Height

A	Maximum height	
	CX-3	3 stories max/53' max
	Adjacent to RE- or RD-	3 stories max/42' max
	CX-6	6 stories max/95' max
	Adjacent to RE- or RD-	6 stories max/84' max
	Within a transition area	2 stories/28' max

Story Height

B	Ground floor elevation, residential	2' min/5' max
	Ground floor elevation, nonresidential	0' min/2' max
C	Ground story, residential	12' min
	Ground story, nonresidential	14' min

Building Mass

D	Street-facing building length	300' max
---	-------------------------------	----------

BACKGROUND

When the City completed the citywide rezoning process and related Development Code in 2017, there was an expectation that unintended errors and general oversights would be discovered over the subsequent months and years, as the new Zoning Map and Development Code were practically observed and implemented.

Part of the citywide rezoning and Development Code implementation included the creation of a new district titled “Commercial Mixed Use (CX-),” within the “Corridor & Nodes” Character Area. Code language in three different sections effectively establishes and lays out the height parameters of the district: “Districts Established”; “Commercial Mixed Use”; and more specifically “Height and Mass.”

Staff recently realized that though property in the City is currently zoned CX-6 on the official Zoning Map, the zoning category itself (CX-6) is not listed as an option in the aforementioned sections. The only CX- category listed is CX-3 (Commercial Mixed Use, 3 stories maximum). Staff believes this discrepancy to be an oversight error and seeks to correct it by including CX-6 as an additional district within Commercial Mixed Use.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION
Following review, Staff recommends Approval of Text Amendment TA22-0001, An Ordinance to amend the following Development Code Divisions:
Div. 1.2 Districts
Div. 4.1. District Intent Statements
Div. 4.4. Commercial Mixed Use (CX-)

Planning Commission

June 22, 2022



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TA22-0001

General Fixes

Sections 1.2.1. Districts Established & 4.1.3. Commercial Mixed Use

Sec. 1.2.1. – Districts Established		
Corridor & Node Districts		
	Office Neighborhood: ON-3	Neighborhood Village
	Office Mixed Use: OX-3, OX-4, OX-5, OX-6, OX-8	Commercial/Mixed Use, Powers Ferry, Powers Ferry Village
	Commercial Mixed Use: CX-3, CX-6	Commercial/Mixed Use, Powers Ferry, Powers Ferry Village
	Shopfront Mixed Use: SX-3, SX-4, SX-6	Mixed Use, Powers Ferry Village
	Transit-Mixed Use: TX-4, TX-6	MARTA Transit-Oriented Development

3. Commercial Mixed Use

Commercial Mixed Use districts are intended to provide for a variety of retail, service and commercial uses, as well as multi-unit residences. The districts also allow for civic, open space uses. Where these districts abut Protected Neighborhood districts, a transition area is required. The districts include:

3: Commercial Mixed Use, 3 stories maximum height

B. CX-6: Commercial Mixed Use, 6 stories maximum height

Sec. 4.4.3. Edits

Building Height		
A	Maximum height	
	CX-3	3 stories max/53' max
	Adjacent to RE- or RD-	3 stories max/42' max
	CX-6	6 stories max/95' max
	Adjacent to RE- or RD-	6 stories max/84' max
	Within a transition area	2 stories/28' max
Story Height		

Recommendation

Staff recommends **Approval** of **Text Amendment TA22-0001**, general fixes to the CX- Zoning District.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Planning Commission Members

FROM: Michele McIntosh-Ross, Planning & Zoning Manager

DATE: June 16, 2022 Submission for the June 22, 2022 Meeting

ITEM: Next Ten 5-year Update Draft Presentation

Recommendation:

Staff recommends approval of the Draft Next Ten 5-year Update, 2022 to Mayor and City Council.

Background:

The GA Department of Community Affairs minimum planning standards, require that all local governments have a comprehensive plan and that it be updated every 5 years. Sandy Springs has a comprehensive plan called the Next Ten which was completed in 2017. The Next Ten 5-year Update will serve as the City's update to the 2017 Next Ten comprehensive plan.

Discussion:

Since the announced kick-off of the Next Ten 5-year Update at the Mayor and City Council meeting on January 18, 2022, we have accomplished many of the goals we set out to achieve. The Mayor appointed a fourteen-member Advisory Committee to help guide the Plan Update. Thus far, the Advisory Committee has met five times and completed discussions on the components of the Plan Update. The public community engagement kicked off on March 28, with a Public Open House forum, followed by virtual engagement through May 9. Staff also ventured out to meet the community at the Farmers' Market, the local parks, the Lantern Festival; and partnered with the Community Assistance Center (CAC) to do surveys at their Pantry and Thrift Shop, and their Community Celebration event at Northwood Drive.

The preliminary data from surveys and discussions have been positive. Most respondents agree and or are satisfied with the vision and direction described in the existing 2017 Next Ten Plan, and offered modest edits to be incorporated into the Next Ten 5-year Update. The community was invited to see the draft recommendations at a Public Open House on June 9, and the virtual comment period will close on June 24.

Alternatives:

N/A

Attachments:

1. PC Draft Next Ten Update Presentation 06.22.2022

The Next Ten 5-Year Update

Planning Commission

June 22, 2022



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Next Ten 5-year Update Advisory Committee Members

- Evan Barron, Sandy Springs Board of Ethics
- Andy Bauman, Sandy Springs City Council
- Jim Bostic, Diversity and Inclusion Task Force
- Kim Gay, Sandy Springs Board of Ethics
- Reed Haggard, Sandy Springs Planning Commission
- Sequoia Hanneman, Citizen Member
- Clanci Jordan, Citizen Member
- Nate Kongthum, Sandy Springs Board of Appeals
- Tom Mahaffey, Sandy Springs Perimeter Chamber
- Jack Misura, Sandy Springs Conservancy
- Julie Smith, Citizen Member
- Ronda Smith, Sandy Springs Council of Neighborhoods
- Jim Squire, Citizen Member
- Trisha Thompson, Citizen Member

Public Open House and Online Engagement

Past Public Open House Workshop 1

✓ March 28, 6:30pm at City Hall

Virtual Engagement Session

✓ March 28 – May 9

Public Open House Workshop 2

• June 9, 6:30pm at City Hall

Virtual Engagement Session

• June 9 – June 24



Public Pop Up Events

- Friday, April 15: CAC – Pantry and Thrift Store
- Saturday, April 16: Farmers' Market
- Saturday, April 30: Pop-Up at the Park Day
 - South: Windsor Meadows, Ridgeview
 - Central: Allen, Hammond, Abernathy
 - North: Lost Corner Preserve, Overlook
- Saturday, April 30: Lantern Parade at Steel Canyon
- Saturday, May 7: Joint event with CAC at Northwood



Community Assistance Center

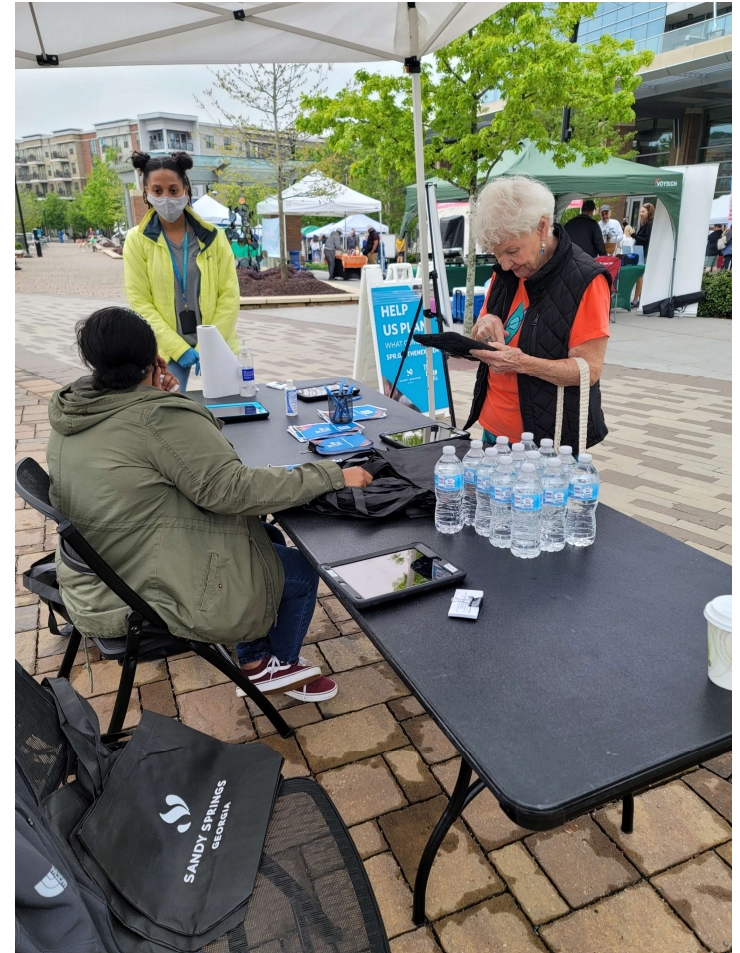
CAC Hosts Community Event at New South Sandy Springs Location – May 7, 2022



Hundreds of neighbors attended 'A Day in the Park' community event at CAC's new south Sandy Springs location, jointly hosted by CAC, LaAmistad, Los Niños Primero, and Solidarity Sandy Springs. CAC's new branch features a self-choice food pantry and offers financial assistance interviews on an appointment basis. From 3:00pm to 5:00pm, guests explored the nonprofit's new offices while enjoying food, drink, music, and giveaways. CAC staff and board members gave away drinks, Upscale Thrift coupons, and information about upcoming programs. Representatives from the City of Sandy Springs and the Sandy Springs Fire Department were in attendance, making connections with community members. Other nonprofits provided tacos, drinks, clothing, and hired a mariachi band, turning the open house into a true community party. See below for pictures of the event.



Farmers Market



Pop Up at the Parks



Lantern Parade



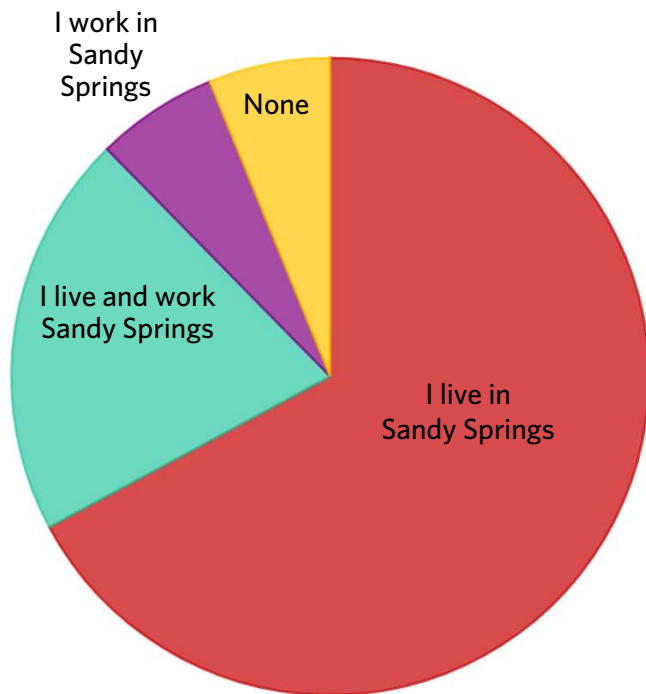
Lantern Parade



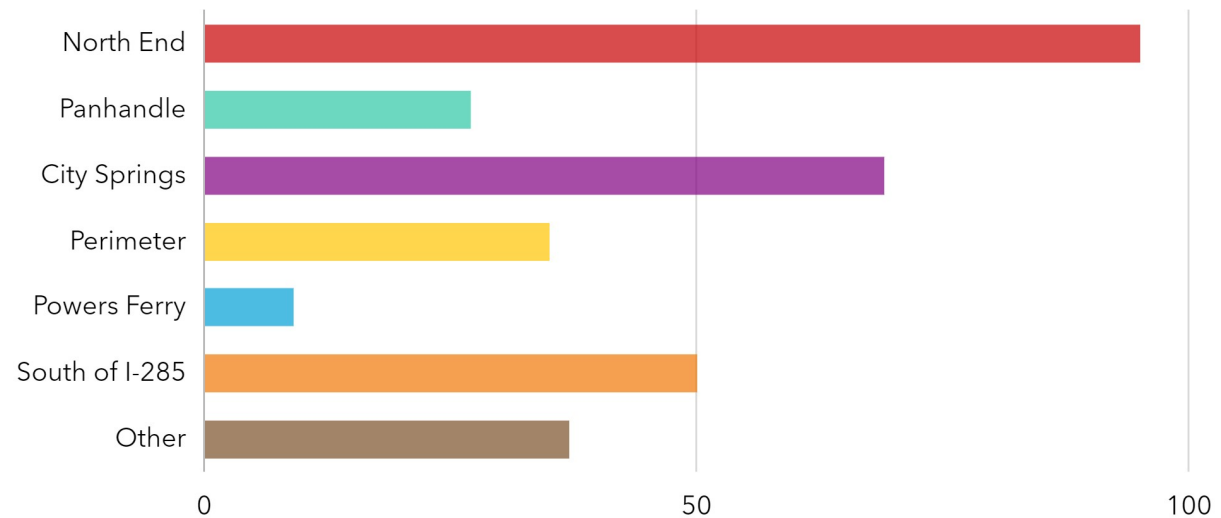
Community Feedback

The Short Survey Results

What is your relationship to Sandy Springs?



If you live in Sandy Springs, please indicate the neighborhood in which you live.



The Short Survey Results

WHAT ARE THE WORDS YOU WOULD USE TO DESCRIBE SANDY SPRINGS IN THE FUTURE?

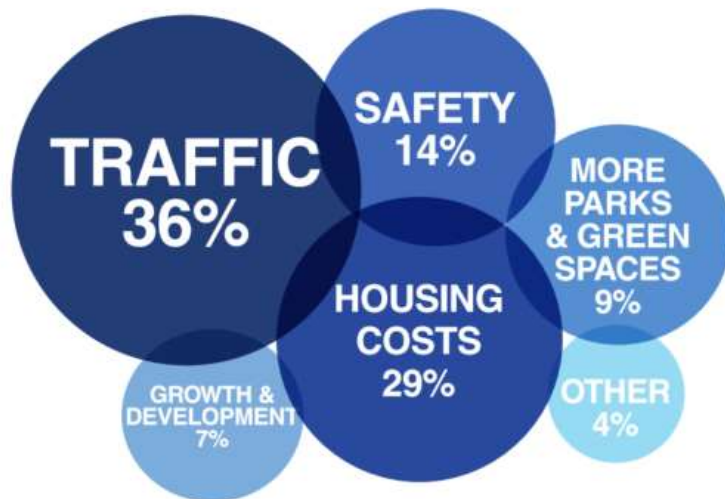


WHICH OF THESE CATEGORIES NEED THE MOST URGENT ATTENTION IN SANDY SPRINGS?

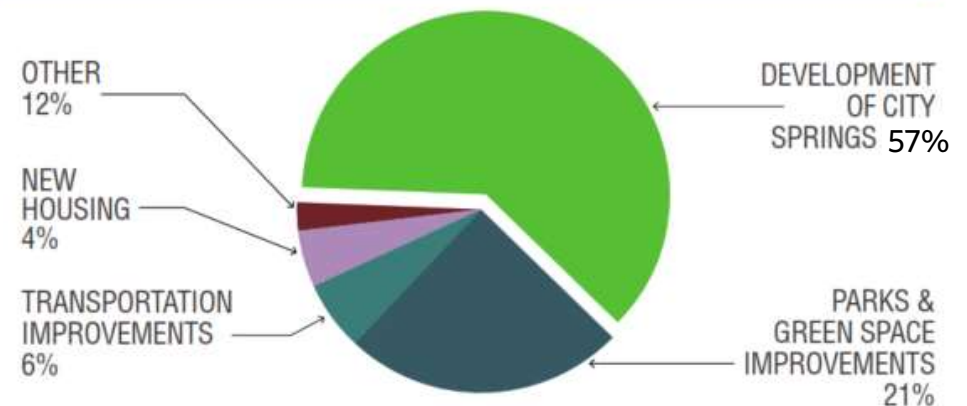


Short Survey Results

WHAT IS YOUR **BIGGEST CONCERN** ABOUT SANDY SPRINGS AS IT BEGINS TO UPDATE ITS COMPREHENSIVE PLAN?



WHAT HAS BEEN THE **MOST POSITIVE CHANGE** IN SANDY SPRINGS IN THE **PAST 5 YEARS?**



Land Use & Community Character Feedback

- Encourage mixed-use development and place-making opportunities within target redevelopment areas and on property adjacent to MARTA stations
- Consider requiring a greater mix of uses in new development
- Encourage a variety of residential unit types
- Implement the Roswell Road Boulevard
- Conduct a review of the Sandy Springs Development Code
- Establish community design standards to encourage high-quality development
- Ensure appropriate neighborhood land-use and height transitions
- Encourage multi-modal connectivity between parks, transit stations, and key commercial nodes
- Desire for community centers, like a YMCA

Housing Feedback

- Preserve and enhance the quality of multi-family housing
- Encourage inclusive, affordable housing opportunities
- Consider additional incentives to create workforce housing opportunities in new development
- Promote home ownership opportunities
- Pursue Housing policy studies and consider regional solutions
- Preserve naturally occurring affordable housing
- Consider programs and policies to enhance living conditions and improve property maintenance
- Consider options to allow conversion of underutilized office buildings to residential

Economic Development Feedback

- Encourage business friendly climate, with emphasis on incentives for small businesses and local entrepreneurs
- Economic development efforts, like retail recruitment, should be tailored to various character areas
- Encourage active corporate citizenship
- Consider options for last-mile connectivity to MARTA stations
- Encourage live, work, play environments where appropriate, like City Springs, and pursue place-making opportunities
- Interest in greater restaurant selection, including chef-driven restaurants
- Ensure alcohol restrictions align with desires for live-work-play goals

Greenspace, Natural Systems, & Sustainability Feedback

- Pursue opportunities for strategic land acquisition and development of new pocket parks
- Incentivize public access to privately developed/maintained amenity spaces
- Implement the Trail Master Plan and encourage on and off-road linkages and regional connections, like PATH400 and the Beltline
- Increase public access to the river
- Establish tree canopy goals, reduce clear cutting, and strengthen the tree ordinance
- Include stormwater green infrastructure within the Roswell Road Boulevard
- Encourage sustainable development practices, including green parking lots, green infrastructure for stormwater retention, and native plantings and pollinator habitats
- Enhance educational programs on green infrastructure and sustainability initiatives
- Incentivize electric vehicle infrastructure

Public Open House June 9

COMMUNITY GOALS

10 FOR THE NEXT TEN

Placeholder Text: This exhibit includes the Community Goals identified in the 2017 Comprehensive Plan. Goals that have been modified as part of the 5-Year Update are highlighted below as **red outlined boxes**.



1 NEIGHBORHOOD PRESERVATION



Preserve and sustain Sandy Springs' standard of quality by protecting the character of existing neighborhoods. We will proactively manage new development to maintain this character and the city's stature as a community of excellence for living and working.

2 MOBILITY



Improve citywide mobility by managing and reducing vehicular traffic, while providing transportation alternatives that relieve pressures on existing corridors and make the city less dependent on the automobile.

3 CONNECTIONS



Create a connected city in which the physical form of Sandy Springs enhances mobility and supports the creation of a connected series of neighborhoods, green spaces and destinations.

4 OPEN SPACE



Celebrate the green and blue character of Sandy Springs by expanding—and making more accessible—the city's network of parks and open spaces, preserving the city's forested character and natural assets, and better connecting the city to its river.

5 BALANCED COMMUNITY



Create a balanced and attainable Sandy Springs that serves as a home for all generations and income levels, and strives to be a welcoming and inclusive community. Provide a full range of housing choices, as well as quality education options, to encourage a diverse mix of individuals and families to live and work in the City.

6 COMPETITIVE



Continue to thrive economically by strengthening existing job-generating assets while offering an environment that will attract new businesses, services and amenities.

7 TRANSIT



Maximize the potential of the city's transit infrastructure by managing transit systems, concentrating development around existing and future MARTA stations, and providing better access to these transit assets.

8 REDEVELOPMENT



Promote redevelopment in select locations of the city that achieves compact, walkable development patterns and a distinct sense of place.

9 QUALITY OF PLACE/ QUALITY OF LIFE



Create a constellation of unique places throughout the city that distinguish Sandy Springs and enhance the city's quality of life.

10 DEVELOPMENT MANAGEMENT TOOLS



Continue to utilize the Development Code as a tool to manage development according to the community goals of the Next Ten. Review the development management tools to ensure continued functionality and consistency.

KEY ACTIONS

This exhibit includes the key actions identified in the 2017 Comprehensive Plan. Actions that have been added or modified that are part of the 5-Year Update are highlighted below.

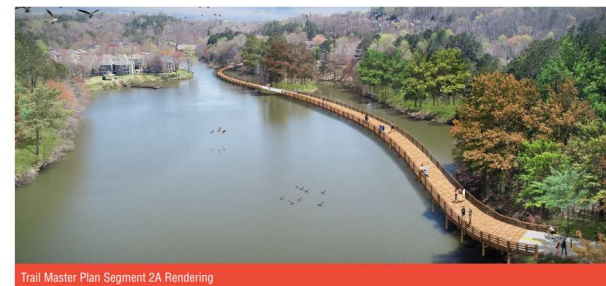
- 1** Conduct a comprehensive review of the Sandy Springs Development Code to ensure it adequately defines the expectations and standards for achieving high-quality development through a process that is orderly, predictable, clear and reliable, and focuses on the protection of Sandy Springs' neighborhoods.
- 2** Revitalize Roswell Road into a dynamic main street, through incentivizing mixed-use redevelopment in target redevelopment areas, with a focus on the North End, and through creation of a pedestrian-friendly urban boulevard.
- 3** Transform Perimeter Center and the Medical Center area into a vibrant, human-scaled and connected live-work district that is supported by a range of feasible mobility options. This should include integration of residential uses, establishment of a multimodal urban greenway along Peachtree-Dunwoody Road, and consider modifications to allow conversion of underutilized office buildings to residential.
- 4** Focus high-quality, higher-density uses around MARTA stations.
- 5** Achieve a better housing balance, with a focus on encouraging a greater variety of housing types and price ranges to enable middle-income and workforce individuals to both live and work in Sandy Springs. Consider programs and policies to enhance living conditions and improving property maintenance.
- 6** Begin implementation of the Hammond Drive corridor improvements between Glenridge Drive and Boylston Drive, and continue to acquire right-of-way on an opportunity basis, in order to provide a multimodal connection between the Perimeter Center and City Springs districts.
- 7** Mitigate traffic congestion through provision of a viable and attractive range of transportation options, community linkages and "last mile" connections that encourage people to walk, bike and use alternative transit modes.
- 8** Create citywide design guidelines.
- 9** Develop an expanded trail network to connect neighborhoods to green spaces and natural areas, and fund construction of at least one footbridge across the Chattahoochee River.
- 10** Enhance and beautify the City's public places, including its streets and open/green spaces, through the generous use of canopy trees, landscaping, flower displays, public art and attractive signage, to provide vibrancy to these places and as a demonstration of city pride and "sense of place."

REVISED

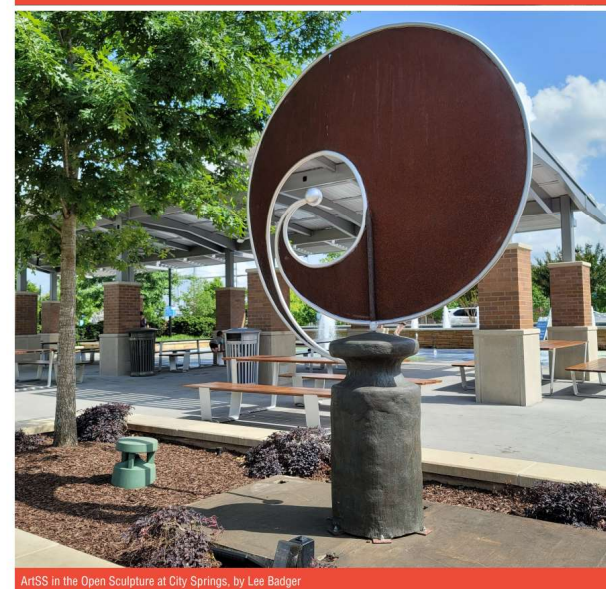
REVISED

REVISED

NEW



Trail Master Plan Segment 2A Rendering



ArtSS in the Open Sculpture at City Springs, by Lee Badger



COMMUNITY WORK PROGRAM: LAND USE & COMMUNITY CHARACTER

The Community Work Program must be updated every 5 years. The activities listed below are proposed as work program items for the period starting 2022 through 2026.

Description of Activity	
New Community Work Program Items	
NEW ITEMS	Conduct a comprehensive review of the Development Code.
	Conduct a review of building height limitations within Corridor & Node and Perimeter Center Districts to ensure heights allow adequate ROI for development while maintaining appropriate neighborhood transitions.
	Create Citywide Design Guidelines.
	Consider Development Code modifications to allow conversion of existing underutilized office buildings to residential uses.
	Consider modifications to the Development Code to require or incentivize mix of uses for new development.
	Review and Update the Small Area Plans.
Retained Community Work Program Items	
RETAINED ITEMS	Conduct a design study to explore feasibility of GA 400 overbuild, as recommended in the Perimeter Center Small Area Plan.
	Update Perimeter Center LCI Master Plan.
	Prepare public/private strategy for TOD at stations in partnership with MARTA.
	Work with MARTA to create detailed concept plans for the existing North Springs MARTA station area, including enhanced pedestrian and bicycle access to the station.



COMMUNITY WORK PROGRAM: HOUSING

The Community Work Program must be updated every 5 years. The activities listed below are proposed as work program items for the period starting 2022 through 2026.

Description of Activity	
New Community Work Program Items	
NEW ITEMS	Consider a housing policy study to evaluate local options to encourage opportunities for workforce and affordable housing.
	Work with regional partners to consider regional housing policy solutions to encourage opportunities for workforce and affordable housing.
	Evaluate opportunities to encourage development of single-unit housing types, like cottage-court.
	Consider modifications to the Development Code to allow the conversion of existing underutilized office buildings to residential uses.
	Evaluate options to enhance living conditions for existing multifamily housing, such as incentives for property improvements, resident education, and Code Enforcement programs.



COMMUNITY WORK PROGRAM: ECONOMIC DEVELOPMENT

The Community Work Program must be updated every 5 years. The activities listed below are proposed as work program items for the period starting 2022 through 2026.

Description of Activity	
New Community Work Program Items	
NEW ITEMS	Identify opportunities to increase marketing for Sandy Springs local events and destinations.
	Identify opportunities to increase community engagement with large corporations.
	Evaluate existing Economic Development incentive programs.
	Expand Know and Grow Program.
Retained Community Work Program Items	
RETAINED ITEMS	Continue to promote the City Springs District and recruit businesses to this area.
	Actively coordinate economic development activities with regional partners through networking activities, annual events and other activities.
	Invest in multimodal transportation improvements and transit-oriented development that foster economic development.

COMMUNITY WORK PROGRAM:

GREEN SPACE, NATURAL SYSTEMS & SUSTAINABILITY

The Community Work Program must be updated every 5 years. The activities listed below are proposed as work program items for the period starting 2022 through 2026.

Description of Activity	
New Community Work Program Items	
NEW ITEMS	Explore feasibility of a Recreation, Parks, and Greenspace Bond.
	Continue the efforts toward greening Roswell Road through implementation of the Roswell Road Boulevard.
	Evaluate opportunities to enhance the Tree Conservation Ordinance.
	Pursue strategic land acquisition, with a focus on providing additional Chattahoochee River access.
	Complete the Sustainability Master Plan.
Retained Community Work Program Items	
RETAINED ITEMS	Acquire land for parks, green space, trails and recreation facilities per Recreation and Parks Master Plan.
	Pursue federal funding to support implementation of trail connections to and along the Chattahoochee River.
	Fund, design and construct at least one new footbridge across the Chattahoochee River to connect to National Park Service land.
	Use 2019 Tree Canopy update to assess canopy needs and priority areas for tree funds.
	Maintain the City's status as a Tree City USA and Tree City of the World.
	Prepare a strategy or program for designating and implementing protection of ecological corridors, per policy GS-D3 and the Ecological Corridors character area.
	Create enhanced educational programs focused on green infrastructure, native plantings and pollinator habitats, and other sustainability initiatives.
	Increase the City's certification level under the ARC Green Communities Program to the Platinum Level.

Report of Accomplishments

REPORT OF ACCOMPLISHMENTS SUBSEQUENT TO COMPLETION OF 2017 PLAN

This exhibit includes a list of accomplishments pursuant to the completion of the 2017 Comprehensive Plan. This includes completed projects, plans, policies, etc.



LAND USE & COMMUNITY CHARACTER

- Created the Sandy Springs Development Code
 - › Regulated infill within existing residential neighborhoods
 - › Enhanced Land use transitions and buffers
 - › Created development tools to facilitate compact connected and walkable redevelopment
- Implemented a comprehensive zoning update for the City.
- Purchased property for Fire Station 5 and reconstructed Fire Station 2
- Roswell Road Access Management Plan is underway
- Roswell Road/Grogans Ferry Intersection improvement project is underway to implement vision for the Roswell Road Boulevard
- Enhanced the City's Streetscape requirements
- Sandy Springs Art in Public Places Plan

HOUSING

- Completed a Housing Needs Assessment
- Established height incentives within the Sandy Springs Development Code to encourage affordable housing units
- Established Economic Development incentive policy for affordable housing
- Created new development patterns within the Sandy Springs Development Code to encourage more diverse housing types.

ECONOMIC DEVELOPMENT

- Completed a Strategic Economic Development Plan
- City Springs Master Plan Update is in process
- Completed the North End conceptual design study to envision redevelopment opportunities in underutilized shopping centers

GREEN SPACE, NATURAL SYSTEMS & SUSTAINABILITY

- Completed a comprehensive update to the Recreation and Parks Master Plan
- Completed the Trail Master Plan. Construction anticipated to begin on the first segment in 2022.
- Acquired property adjacent to Allen Road Park and along the River at Island Ferry.
- Completed Riverfront Vision Plan to develop a strategy to improve access to the Chattahoochee River
- Conducted tree inventories on city-owned properties and established an ongoing partnership with Trees Atlanta to plant on public property and provide free front yard trees to City residents. Recognized as a Tree City of the World.
- Increased the City's Atlanta Regional Commission Green Communities certification level from Silver to Gold



City Springs



City Springs

Upcoming Schedule

Upcoming Schedule

- June 24: End of Online Comment Period
- July 19: City Council Public Hearing to Transmit the Draft Plan Update to ARC/DCA
- October 18: City Council Public Hearing to Adopt the Plan Update



