



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Planning Commission Meeting, August 17, 2022

Case: **RZ22-0004 – 5810 Roswell Road**
Staff Contact: Matthew Anspach (MAnspach@SandySpringsga.gov)
Report Date: August 2, 2022

REQUEST

The Applicant requests a Zoning Map Amendment of **5810 Roswell Road (Parcel # 17 009000020094) & 0 Allen Road (Parcel # 17 009000020615)** from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district.

APPLICANT

Property Owner(s):	Petitioner(s):	Representative(s):
James C. Parks Jr.	Shelton McNally Real Estate Partners, LLC	Conor McNally

SUMMARY

The current use at the subject site is classified as Major Vehicle Service & Repair in the Development Code. The use is what is called, “legal nonconforming” since it is not an allowed use under the current zoning. The applicant would like to develop the property with 6 stories of Mixed-Use concept, to include Multi-Unit, Restaurant, and Office uses. The Applicant requests a Zoning Map Amendment of **5810 Roswell Road (Parcel # 17 009000020094) & 0 Allen Road (Parcel # 17 009000020615)** from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district.

RECOMMENDATION

Department of Community Development

Staff recommends **Approval of Zoning Map Amendment (rezoning) RZ22-0004.**

MATERIALS SUBMITTED AND REVIEWED**Materials:**

1. Final Application, received July 18, 2022

Plans:

1. “*ALTA/NSPS LAND TITLE SURVEY*,” prepared for First American Title Insurance Company Shelton McNally Real Estate Partners LLC, A Georgia Limited Liability Company Proposed, prepared by Jaime F. Higgins, Registered Land Surveyor, dated December 17, 2021, received June 7, 2022
2. “*REZONING SITE PLAN*,” prepared by The Preston Partnership, LLC, dated June 7, 2022, received June 7, 2022
3. “*5810 ROSWELL ROAD MIXED USE Community Meeting 2 – July 11th 2022*,” prepared by Shelton McNally Real Estate Partners, received July 18, 2022

PROPERTY INFORMATION

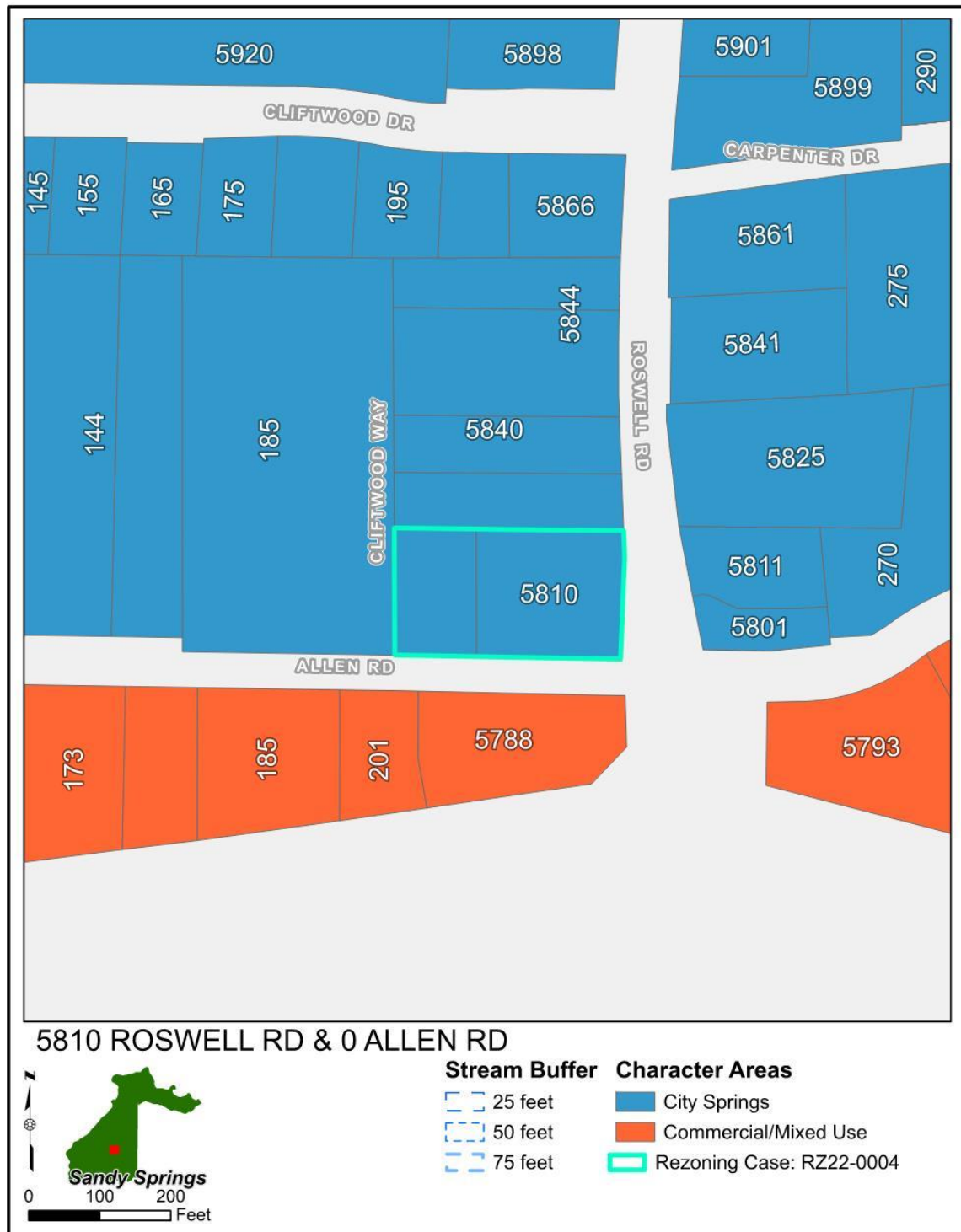
Location:	5810 Roswell Road (Parcel(s) # 17 009000020094) & 0 Allen Road (17 009000020615)
Council District:	3 – Melissa Mular
Road frontage:	180 feet of frontage on Roswell Road; 318 feet of frontage on Allen Road; approximately 180 feet of frontage on Cliftwood Way
Acreage:	Approximately 1.35 acres
Current Zoning: Existing Land Uses:	CS-3 (City Springs) Major vehicle service and repair
Previous Zoning Cases:	1962Z -0024 was approved. 1974Z -0124 was approved.
Character Area:	City Springs

PROCESS

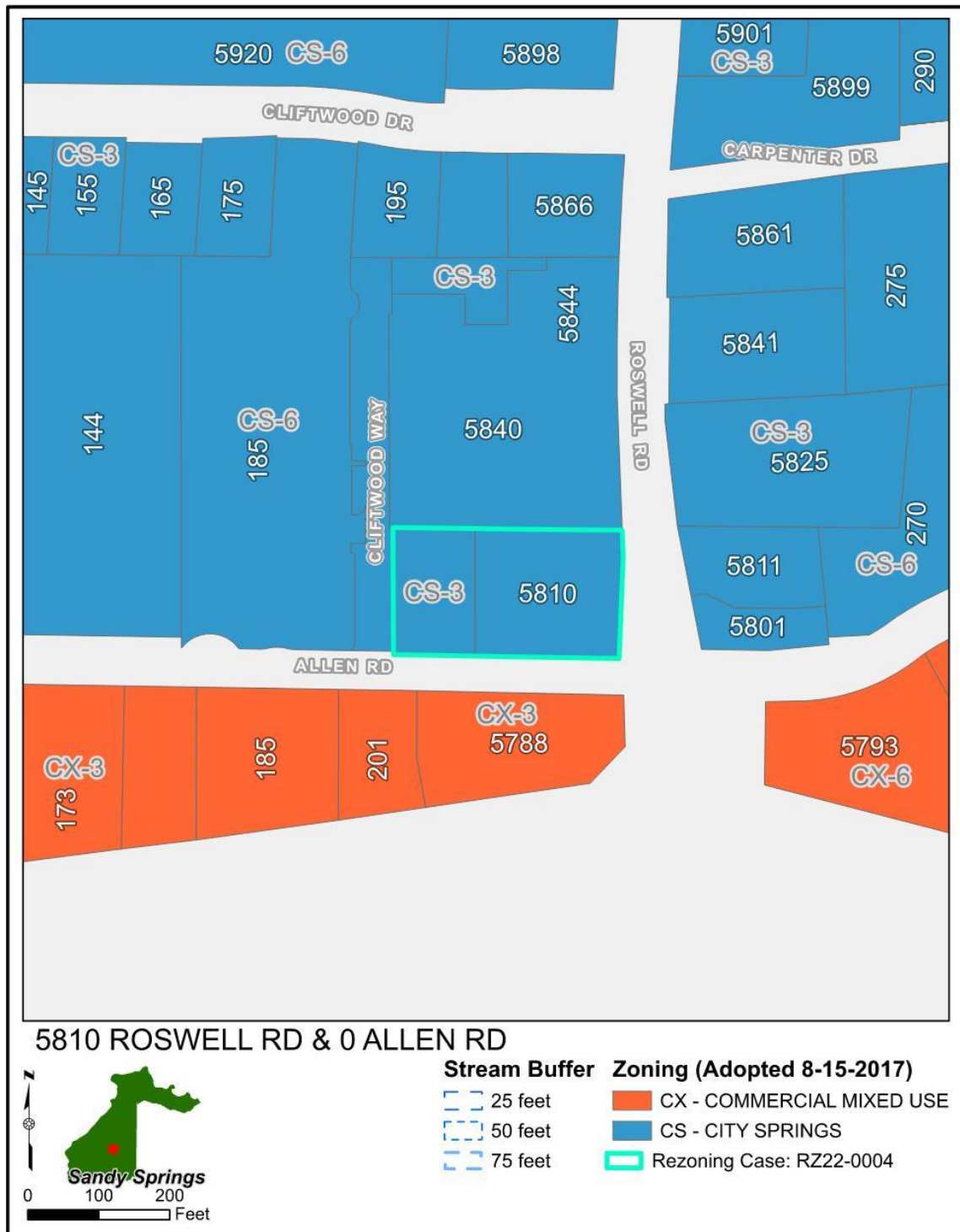
Initial Community Meeting (CMI): May 31, 2022	Second Community Meeting (CMII): July 11, 2022	Planning Commission Hearing: August 17, 2022	Mayor and City Council Hearing: September 20, 2022
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EXISTING CHARACTER AREAS, ZONING, AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Character Area / Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	City Springs / CS-3 / Commercial; Retail; Restaurants	5840 Roswell Road	2.89
Northeast	City Springs / CS-3 / Restaurant/Brewery	5825 Roswell Road	1.32
East	City Springs / CS-3 / Minor Vehicle Service & Repair/Oil Change	5811 Roswell Road	0.48
East	City Springs / CS-3 / Commercial Mixed Use	5801 Roswell Road	0.25
Southeast	Commercial/Mixed Use / CX-6 / Hotel; Urgent Care	5793 Roswell Road	1.65
South	Commercial/Mixed Use / CX-3 / Commercial Office	5788 Roswell Road	0.98
Southwest	Commercial/Mixed Use / CX-3 / Commercial Office	201 Allen Road	0.43
West	City Springs / CS-6 / Multi Unit	185 Cliftwood Drive	3.67
PROPOSED DEVELOPMENT			
--	City Springs / TBD / Mixed Use	5810 Roswell Road/0 Allen Road	1.35

CHARACTER AREA MAP



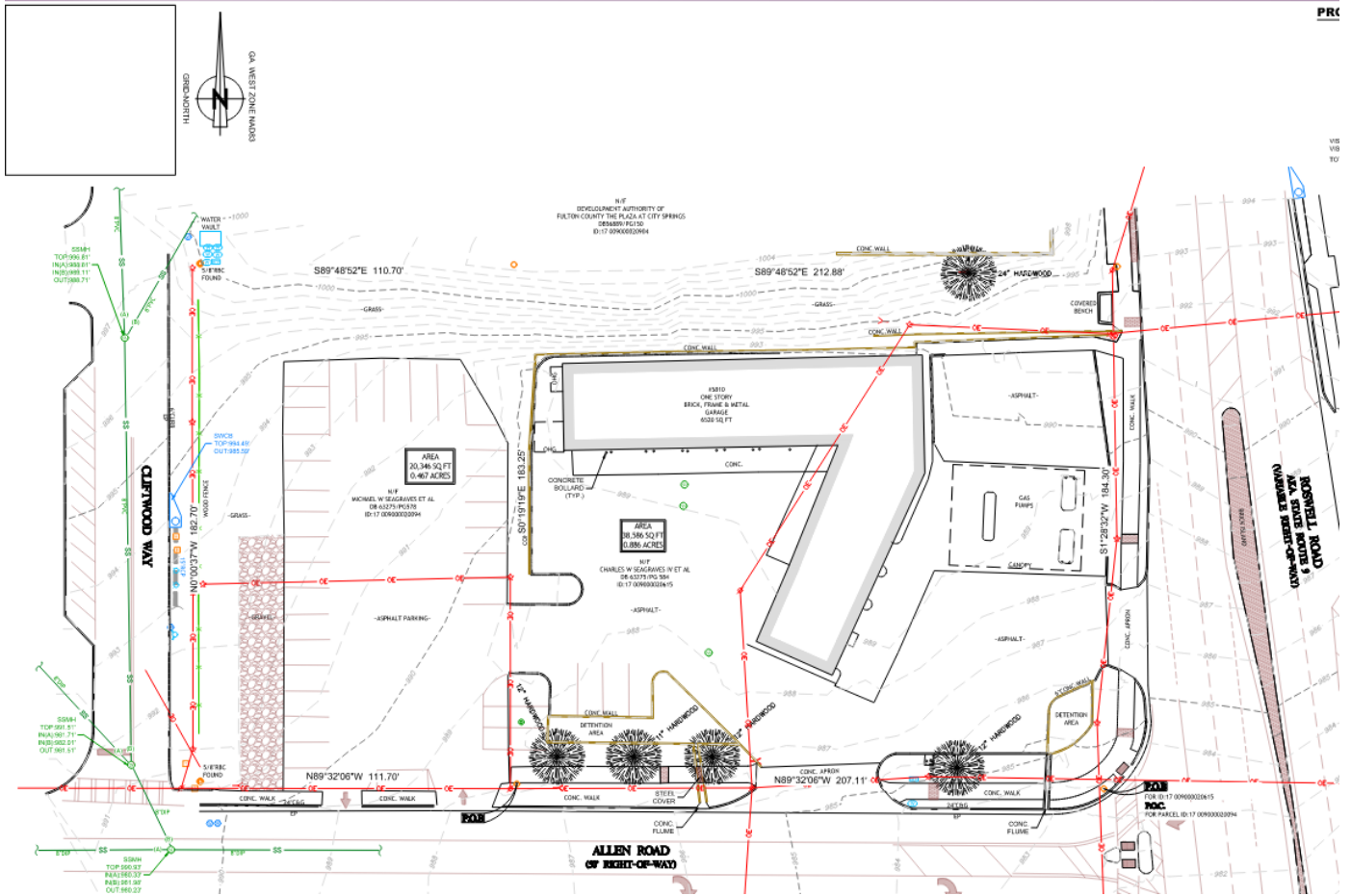
ZONING MAP



AERIAL IMAGE



SURVEY (received June 7, 2022) (full size Survey in Package)



EXISTING DEVELOPMENT

Currently, the site is developed on two (2) individual CS-3 zoned lots, with multiple commercial buildings which facilitate the use of major vehicle service and repair, including the storage and general parking of many vehicles. The site has little to no screening making their outdoor storage visible to all neighboring sites and the general traffic on Allen and Roswell Roads. The property mostly slopes on the north end to the south but quickly realizes a very gentle slope for the remainder of the property.



Above: View of subject property from northwest corner, facing southeast

Below: View of northern property line from northwest corner, facing east





Above: View of subject property from northwest corner, facing southeast
Below: View of northern property line from northwest corner, facing east





Above: View of slope down from north property line, facing southwest
Below: View of eastern portion of existing development, facing south



PROPOSED DEVELOPMENT

5920 Roswell Road is currently in the CS-3 District but the corresponding City Springs Character Area. Thus, no Comprehensive Plan Character Area Map Amendment is required prior to a Zoning Map Amendment (Rezoning) application.

The 1.35-acre subject property is currently developed as the McCullough NAPA Auto Care Center. According to the Fulton County Tax Assessors, the initial development as it stands today was constructed in 1962 as a full-service gas station. Additions to the original gas station structure have occurred including the auto-service garage as recently as 2000. The Applicant states that it is their intention, “to deliver a true live/work/play environment to this important site, consistent with the neighboring uses (which include a 6-story multifamily building, retail center and the upcoming redevelopment of the block to the by Jamestown) and will further the goals and objectives of the City Springs Master Plan by bringing walkability and connectivity to this area.”

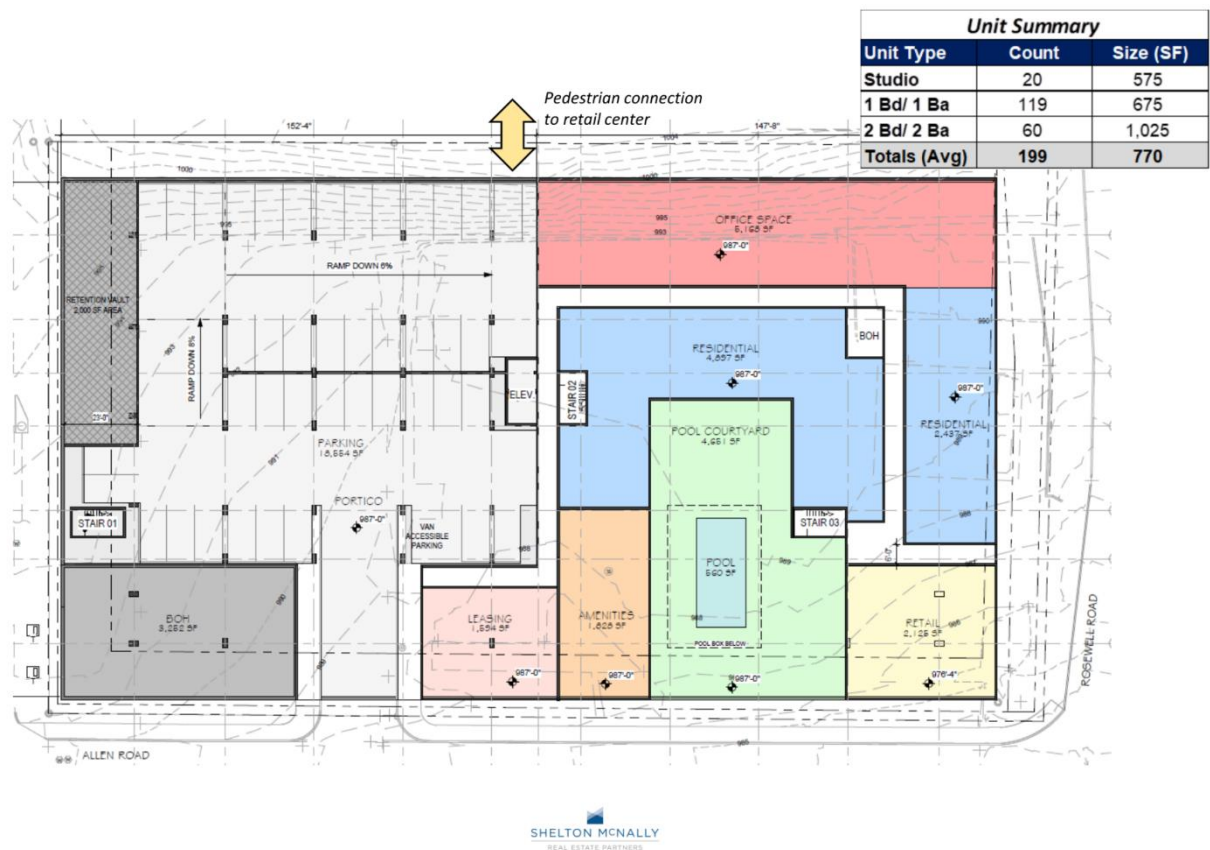
The applicant plans to include approximately 2,150 square feet of retail space and 5,200 square feet of office space. Of note, the concept includes 199 residential units, over 3,000 square feet of indoor resident amenity space, which includes a sky club on the 6th floor. Outdoor amenity space will include a pool and decking at the ground-level facing Allen Road, and a “courtyard above the main vehicular entry [also] off of Allen Road.” Parking for the development would be enclosed and below ground. The site will also provide direct, pedestrian interparcel access to the retail site to the north, The Plaza at City Springs, which in no small way will improve the pedestrian connectivity in the City Springs district.

To be clear, a development plan--- including a site plan, renderings, elevations, or other documents related to a project proposal is not required for a Zoning Map Amendment. The City policy is to limit the number of conditions to those deemed essential to the proper development and use of the subject property, and to the safety and quality of life of the community. Thus, the goal with Rezonings is to consider the appropriateness of the proposed change in regards to the potential allowed uses within the proposed zoning district, rather than the specifics of a future development.

In the case of this Rezoning, the requested change is only in the permitted height---from three (3) stories to six (6) stories---not affecting the permitted uses. Particular consideration should be focused on physical impacts to view sheds and increased density to the immediate and neighboring areas, especially as it pertains to the vision of the Next Ten Comprehensive Plan and City Springs (Center) Master Plan.

The following pages will evaluate the proposed site plan and renderings based on the materials provided in the applicant’s application.

Below is the latest concept site plan for the site provided by the applicant.



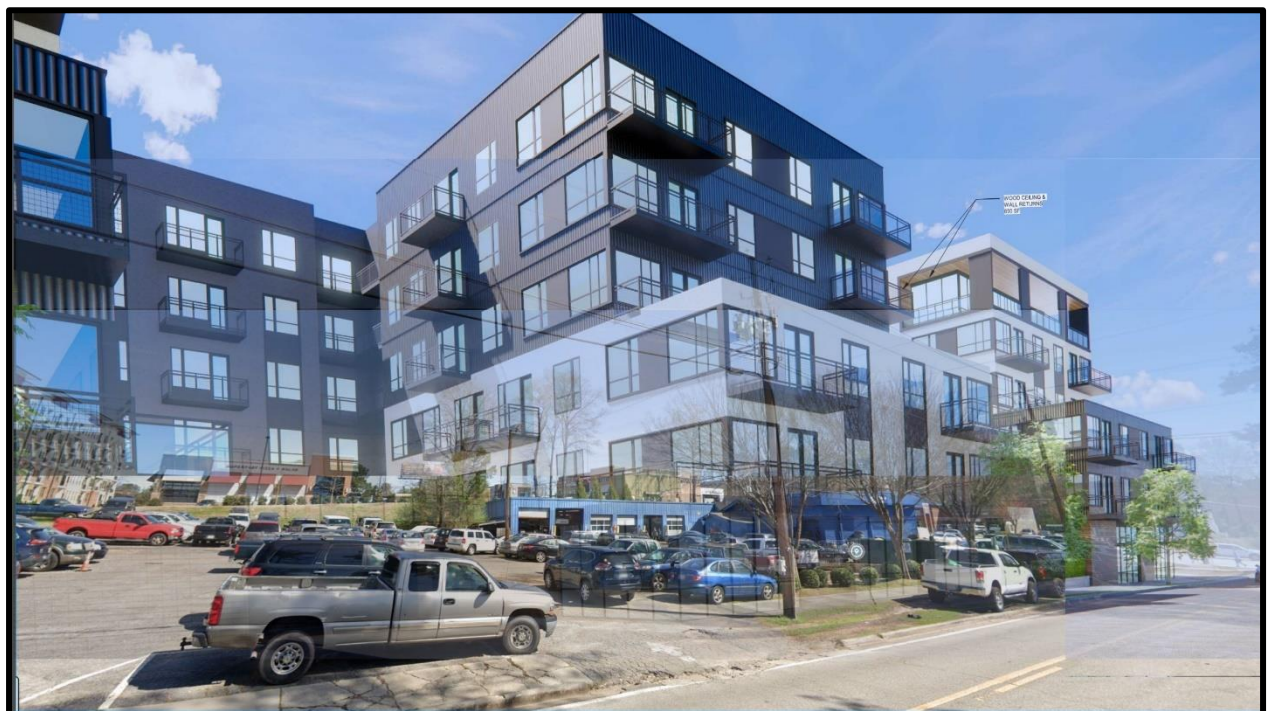
Beyond the retail and office proposed on the ground floor, leasing, amenity, and utility space would fill out the remainder of the street facing space at the ground floor.

The images and renderings on the following pages show the proposed development as it would look in concept, in comparison with the existing auto-repair use at the site. The concept renderings, which are imposed into Google Street View by Staff give an illustration, not only of the proposed change in use, but of the potential look and feel of six (6) stories at the location.



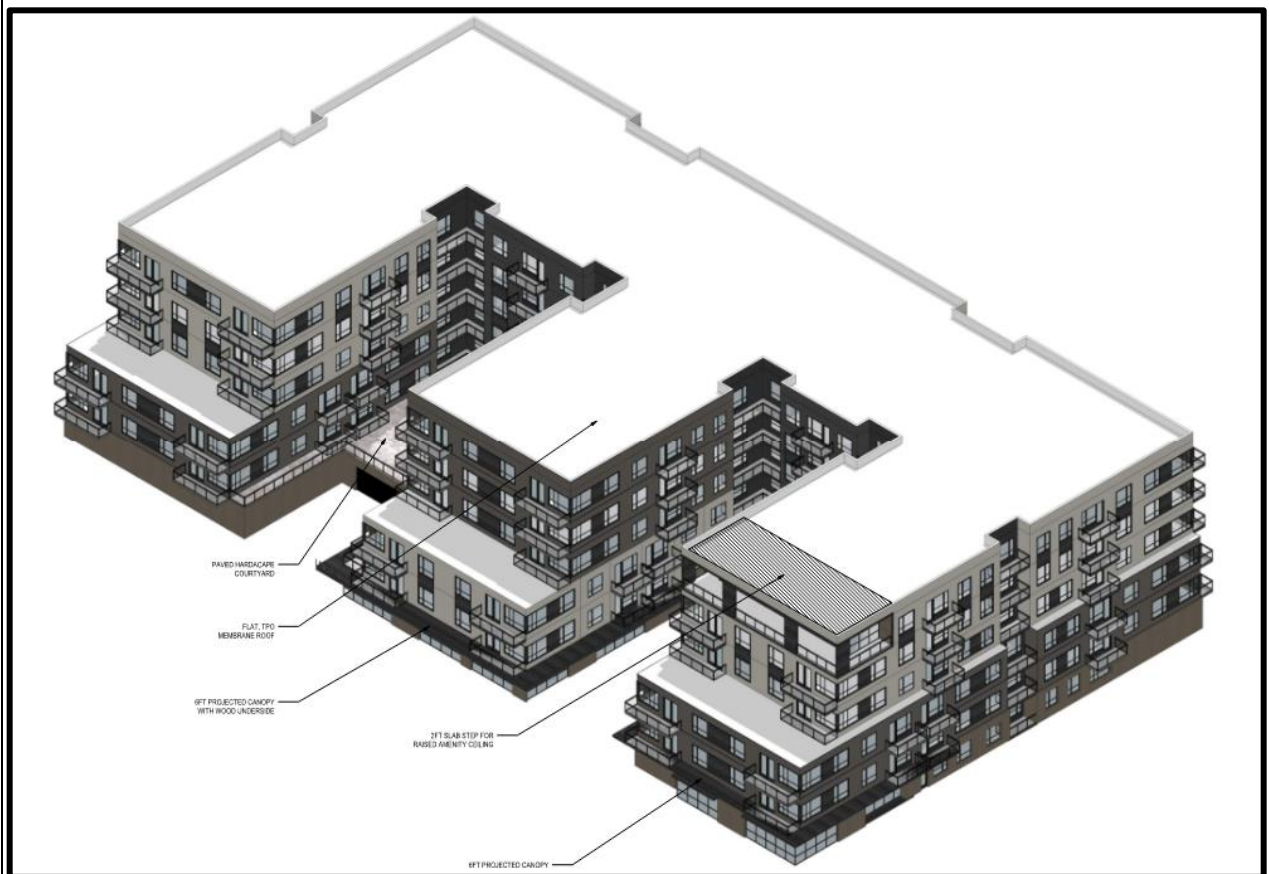
Above: Concept development fades out as existing use (vehicle service and repair shop) is shown to the north (right), from Roswell Road.

Below: Existing development fades out as concept development is shown to the north, from Allen Road.





**Above: Concept development at southeast corner, from Roswell Road at Allen Road.
Below: Monochrome aerial perspective of proposed concept.**



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. City Springs (CS-) is intended for and envisioned “as a unique, vibrant, and walkable district that serves as a civic/cultural center for Sandy Springs and a focal point for community activity and identity.” (pg. 118, *Next Ten*)

Allowing flexibility in the height of some of the buildings that could be proposed on site does create more realistic opportunity for other portions of the site to be more recreational. The current allowance, three (3) stories, makes feasibility of a development to dedicate significant space to ground level recreation minimal.

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 redevelopment of underutilized or aging properties. Another goal of The Next Ten is to increase housing supply and provide a range of housing choices. Additionally, the plan prioritizes economic development and particularly in the City Springs district---a conglomeration of compact, walkable, mixed-use spaces, interconnected centers, destinations, and unique places, and ultimately an overall quality of place. The Amendment would also serve as an appropriate land use transition between a very heavily utilized interstate corridor and bordering Commercial Mixed Use district properties against more community driven City Springs Character Area.

It is Staff’s view that rezoning the property to increase “air rights” for what is the southern City Springs gateway would increase the viability for a unique and vibrant city core, similar to what was anticipated in the City Center Master Plan. Thus, the proposed Rezoning is consistent with the vision of The Next Ten.

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 and to “strive(s) for a balance between maintaining the quality of existing neighborhoods and creating urban, mixed-use, walkable, neighborhood-friendly development that contributes to a high-quality public realm” all of which the proposed Rezoning would do.

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

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

Finding: The proposed Zoning Map Amendment will reinforce the existing and planned character of the area. Abutting the parcel to the west is the 6-story Cliftwood multi-unit complex. To the south and east resides the CX-6 property which includes a 6-story hotel. Less than a quarter mile to the northwest of the

subject site are the CS-6 parcels at 135 and 145 Cliftwood Drive, and the 7.95 acre CS-6 parcel, which constitutes the western portion of the Parkside Shopping Center.

As already discussed, the allowed uses would not be modified under the Rezoning request; only the allowed building height or stories. 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 not adversely affect properties in the vicinity. The only major change would be to the view shed, and this would by no means be considered adverse. Currently the site boasts of an auto repair shop and a distant uphill view of a single-story retail plaza. The nearest single unit residential character area neighborhood, Wooded Forrest is nearly 1,000 feet away in a straight line, and a quarter mile via right-of-way. The subject property is appropriate for allowed uses in CS-, including office, retail, restaurants, townhouses, multi-unit residential.

It is Staff's view that the proposed amendment would also serve as a sensible and compatible land use transition based on the intensity of the traffic and the more intense use district which border the property to the south.

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. The property would largely match the existing zoning requirements, partially; with the only difference being the height allowance. The current height allowance for this property would make feasibility unlikely for anything other than what is currently in use, as it sits at a very visible corner of the city.

Allowing for an increase in vertical development expands opportunities for the flexibility needed to execute development of sites that are needed to realize compact and walkable spaces referenced in the Next Ten and City Center (Springs) Master Plan. The density currently possible for a site that is a gateway to the city core while also having such viable and generally easy access to both Highway 9 (Roswell Road) and I-285 is underrealized for the site which makes the existing zoning unfathomable from a height and mass perspective.

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

Finding: The Next Ten Comprehensive Plan advises to "Refer to the City Center Master Plan and 10-year LCI Update for more-detailed development plans, design guidelines and implementation strategies" for guidance on the City Springs district's development over time. Based on the vision for the City Center, outlined in the City Center Master Plan, there is a need for the proposed use (City Springs) and requested height to help make feasible the envisioned gateway to the City Springs district; one of "compact, walkable, mixed-use spaces."

Based on review from the City Center Master Plan, the proposed Rezoning would help to provide the building height flexibility needed for a uniquely interconnected, compact, and mixed-use development as

the existing use at the site in no way represents the intended vision for the City Springs district and is in Staff's opinion antithetical to the goals of the City Springs vision.

- 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 substantial changes in the ability of the City and other service providers to provide sufficient public facilities and services and to maintain sufficient levels of service to existing development. A trip generation study was preemptively provided by the applicant and did not indicate any adverse effects or burdens on current traffic infrastructure.

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

Finding: The proposed Zoning Map Amendment would not likely impact the natural environment more than it is currently impacted. The existing use on site will necessitate a cleanup of contamination that would naturally be found on an auto repair site that was also formerly a gas station. It should be noted that stormwater and canopy regulations currently in existence would also be a markable improvement to any current infrastructure on site.

- 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 an 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 site are zoned similarly or more intense. The increased density and potential traffic would have a negligible impact based on the traffic capacity of abutting transportation infrastructure and available commuting flexibility found through the lesser and more local side streets.

It is Staff's belief that the proposed zoning change would increase the likelihood that the property development would match the vision found in both the City Center Master Plan and the Next Ten to ensure quality residential offerings, and a mix of uses easily accessible for pedestrian traffic. Thus, the proposed Zoning Map Amendment would not likely have an adverse impact on property in the vicinity of the subject property.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs Transportation Engineer:

No comment provided.

Sandy Springs City Engineer:

Site: Will need to meet GI/LID requirements during permitting, but would encourage the use of a partial green roof / amenity for more of the roof top area.

Transportation: Consider secondary access from side street between this site and the Cliftwood site to provide better inter-parcel access.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

This application is in line with broad sustainability goals - removing environmentally hazardous uses and creating a walkable urban core.

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

For the Community Meeting I there was 1 in-person and virtual attendees, including the Applicant team, the President of SSCN, on May 31, 2022, held both in person and virtually. Topics discussed were simply the proposal and what it was made up of in terms of uses and units.

Community Meeting II

For the Community Meeting II there were approximately three (3) in-person and virtual attendees, including the Applicant team, the President of SSCN, on July 11, 2022, held both in person and virtually. Topics discussed included construction materials, price points, parking, and unit size.

Correspondence Received

At the time of this draft, there was one public comment in opposition.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval of Zoning Map Amendment RZ22-0004**, request for a Zoning Map Amendment of **5810 Roswell Road and 0 Allen Road** from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district.

Received

June 7, 2022, 2:52 PM



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Case No.: RZ22-0004
Planner's initials: ES

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 CMI	☒
	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: ES



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Case No.: RZ22-0004
Planner's initials: [Signature]

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 5810 Roswell Road Sandy Springs, GA 30328	
	Parcel Tax ID(s): 17 009000020094 & 17 009000020615	
	Total acreage: 1.353 acres	Council District: 3
	Current zoning: CS-3	Current use: Auto repair shop
	Character Area: City Springs	

APPLICATION	Purpose of the Application: Rezone to CS-6	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit	
	Detailed request: Rezone the property to allow for the development of a 6-story mixed-use project as detailed in the accompanying documents.	
	Petitioner: Shelton McNally Real Estate Partners, LLC	
	Petitioner's address: 999 Peachtree Street NE, Suite 900 Atlanta, GA 30309	
Phone: 770-858-5320		Email: cmcnally@sheltonmcnally.com

OWNER	Property owner: James C. Parks, Jr.	
	Owner's address: 104 Cambridge Avenue - Suite A Decatur, GA 30030	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): <i>[Signature]</i>	
	<i>If the property is under contract, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: 4/26/2022	Anticipated Application date: 6/7/2022
CMI date, time, and location: 5/31/2022, 6:00 PM, Mutation Brewing Company, 5825 Roswell Road	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



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Case No.: RZ22-0004
Planner's initials: *ES*

APPLICATION FORM

APPLICATION	Purpose of the Application: Rezone the property from CS-3 to CS-6
	Check all that apply: ☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit
	Detailed request: Rezone of 1.353 acres from CS-3 to CS-6 to allow for the development of a 6-story mixed-use building that includes 199 residential units, 5,168 sf of office, and 2,125 sf of retail.

COMMUNITY MEETING I REPORT	Date and location of CMI: May 31, 2022 at Mutation Brewing Company
	Beginning time: 6:00 pm End time: 7:00 pm
	Summary of concerns discussed: Only one member of the public attended the meeting and no specific concerns were voiced.
	Does the Application address the concerns discussed at the CMI? ☒ Yes ☐ No
	Explain: There were not any specific concerns discussed at the meeting that needed to be addressed.

- TO BE FILLED OUT BY P&Z STAFF -

Application date: 6/7/2022	Tentative Planning Commission date: 8/17/2022
CMII date and time: 7/11/2022	Tentative Mayor and City Council date: 9/20/2022
OFFICIAL REQUEST (FOR PUBLICATION):	



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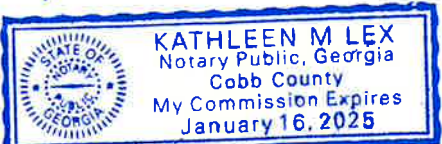
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AUTHORIZATION FORM – PART I

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: James C. Parks, Jr.	Sworn and subscribed before me this <u>7</u> th day of <u>June</u> 20 <u>21</u>
Address: 104 Cambridge Avenue - Suite A	
City, State, Zip Code: Decatur, GA 30030	Notary public: <u>Kathleen M Lex</u>
Email address: [REDACTED]	Seal:
Phone number: [REDACTED]	
Owner's signature: <u>[Signature]</u>	Commission expires: <u>1-16-2025</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: Conor McNally	Sworn and subscribed before me this <u>7</u> th day of <u>June</u> 20 <u>21</u>
Company name: Shelton McNally Real Estate Partners. LLC	
Address: 999 Peachtree Street NE, Suite 900	Notary public: <u>Kathleen M Lex</u>
City, State, Zip Code: Atlanta, GA 30309	Seal:
Email address: cmcnally@sheltonmcnally.com	
Phone number: 770-858-5320	Commission expires: <u>1-16-2025</u>
Applicant's signature: <u>[Signature]</u>	



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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: <u>James C. Parke, Jr.</u>	Date: <u>June 6th, 2022</u>
Signature: <u>[Signature]</u>	

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



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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

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Name: <i>Carver McDaniel</i>	Date: <i>6/7/22</i>
Signature: <i>[Signature]</i>	

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

SANDY SPRINGS

G E O R G I A

DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ MAYOR AND CITY COUNCIL HEARING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, 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.

CIRCLE ONE: YES NO

If the answer is YES, proceed to sections 1 through 4.

If the answer is NO, complete only section 4.

1. CIRCLE ONE: Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3 and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: Shelton McNally Real Estate Partners, LLC

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more
John Paulson	\$250.00	10/15/22	By Check.
Andy Baughman	\$250.00	10/18/22	By Check.

4. 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 (print) Nathan V. Hendricks III

Nathan V. Hendricks III

Signature: _____ Date: June 7, 2022

CONTRACT FOR THE PURCHASE OF REAL ESTATE

THIS CONTRACT FOR THE PURCHASE OF REAL ESTATE (this “**Contract**”), dated for reference the 4th day of November, 2021 (the “**Effective Date**”), by and among **ROBERT B. SEAGRAVES**, an individual, **CHARLES W. SEAGRAVES, IV**, an individual, **MICHAEL W. SEAGRAVES**, an individual, **VIRGINIA PARKS SEWARD**, an individual, and **JAMES C. PARKS, JR.**, an individual (collectively hereinafter referred to as “**Seller**”), **SHELTON MCNALLY REAL ESTATE PARTNERS LLC**, a Georgia limited liability company, or its nominee or assignee (hereinafter referred to as “**Purchaser**”), and **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter referred to as “**Escrow Agent**”).

W I T N E S S E T H :

WHEREAS, Seller is the fee owner of an approximately 1.35-acre parcel of real property known as Parcel IDs 17 009000020615 and 17 009000020094 located in Fulton County, Georgia, as more particularly described on Exhibit A attached hereto (the “**Land**”);

WHEREAS, Seller intends to convey to Purchaser pursuant to the terms of this Contract the Land, together with the rights described in Section 1 below (hereinafter referred to collectively as the “**Property**”; the Land together with the rights described in clauses (i), (ii), (iii), (iv), (v) and (viii) of Section 1 below are hereinafter referred to collectively as the “**Real Property**”); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property;

NOW, THEREFORE, for and in consideration of the sum of ten dollars, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Agreement to Purchase and Sell. Purchaser hereby agrees to purchase, and Seller hereby agrees to sell, the Property for the price and on the terms and conditions set forth herein. The Property to be sold hereunder includes, without limitation, (i) all water rights, riparian rights, water association rights, storage rights, ditches and ditch rights, reservoir and service rights, appurtenant to the above-described Land and/or owned by Seller, including, without limitation, all above-ground and underground water rights; (ii) all surface rights, all rights of lateral and subjacent support, and all gas, oil, coal, mineral and mining rights held by Seller with respect to the Land, including, without limitation, all rights of Seller in and under all gas, oil, coal, mineral or mining leases and/or contracts and any income thereunder with respect to any gas, oil, coal, mineral or mining rights with respect to the Land, whether or not the wells producing such income are located on the above-described Land; (iii) all timber, timber rights and trees and shrubs on the above-described Land; (iv) all property owned by Seller and attached to the above described Land; (v) all rights in and to any land lying within any street or roadway adjoining the above-described Land and any vacated or hereafter vacated street or alley adjoining the above described Land; (vi) all of Seller’s right, title and interest, if any, in and to plans and specifications, structural, engineering, soils, seismic, geologic, environmental and architectural reports, studies and certificates, and other records, correspondence, reports, studies and other documents relating to such reports, studies and certificates with respect to the Property; (vii) all other intangible property and intangible rights, if any, relating to the Real Property, including, without limitation, licenses, permits, development

rights, entitlements, impact fees, credits utility capacity allocations, consents and approvals relating to the Real Property; (viii) any and all other easements, rights of way, privileges, rights and appurtenances that are in any way associated with the above-described Land; and (ix) all files to the extent used in connection with the ownership and operation of the Real Property or any part thereof.

2. Purchase Price. Subject to adjustments, credits and prorations at Closing as set forth herein, the purchase price for the Property shall be [REDACTED] (the “**Purchase Price**”). At the closing of the purchase and sale provided for herein (hereinafter referred to together as the “**Closing**”), the Purchase Price less a credit for all Earnest Money paid hereunder shall be payable in cash or by wire transfer.

3. Earnest Money. Within five (5) business days following the Effective Date, Purchaser shall pay to Escrow Agent by check or wire transfer the sum of [REDACTED] as earnest money for the Property (the “**Initial Deposit**”). As used herein, the term “**Earnest Money**” shall mean the Initial Deposit together with any “Additional Deposit” plus any interest accrued thereon and, where applicable, the Zoning Deposit plus any interest accrued thereof. The parties hereto agree that the Earnest Money (i) shall be held and disbursed as provided herein and (ii) shall be applicable to the Purchase Price at Closing in the event that Closing occurs hereunder. If and as Purchaser directs, the Escrow Agent shall invest the Earnest Money in an interest bearing savings account or in short-term U.S. Treasury Bills or similar cash equivalent securities. All interest earned on the Earnest Money shall at all times belong to Purchaser and shall be paid to Purchaser at the time of the disbursement, if any, of the Earnest Money to Seller.

4. Intentionally Omitted.

5. Closing.

(a) Closing Date. The Closing shall take place on the date that is the earlier of (i) thirty (30) days after Purchaser obtains the Land Disturbance Permit, or (ii) thirty (30) days following the LDP Period, or such earlier date as may be designated by Purchaser upon at least five (5) business days’ advance written notice to Seller (which notice may be made by email) (the earlier of (a) the actual date of Closing, and (b) the date required for Closing hereunder being referred to herein as the “**Closing Date**”). Notwithstanding the foregoing, the Purchaser shall have the following rights to extend the Closing Date:

(i) Two (2) extension options of up to thirty (30) days each by written notice to Seller at least two (2) business days prior to the then-scheduled Closing Date, provided that Purchaser shall, within five (5) business days following each election by Purchaser to extend Closing, deliver to the Escrow Agent an additional earnest money deposit in the amount of [REDACTED] per extension, which, once deposited, shall be considered an “Additional Deposit” hereunder and shall be non-refundable to Purchaser (except in the event of a Seller default, failed condition to the benefit of Purchaser, or a termination by Purchaser pursuant to this Agreement following a casualty or condemnation at the Property), but shall be credited toward the Purchase Price at Closing.

The Closing shall take place at the offices of the Escrow Agent and shall be conducted pursuant to an escrow-style closing through the Escrow Agent (or such other party selected by Purchaser and Seller) so that it will not be necessary for any party to physically attend the Closing.

(b) Closing Deliveries. At or in conjunction with the Closing, each party shall execute and deliver all documents reasonably necessary to effect and complete the Closing. As part of the Closing, Seller shall execute and deliver to Purchaser (or Escrow Agent, as applicable):

(i) a limited warranty deed (the “**Deed**”), properly executed by Seller and witnessed and notarized for recording, conveying fee simple title to the Real Property insurable by a nationally-recognized title insurance company at its standard rates, with the legal description to be attached to said Deed the same legal description with which Seller took title to the Real Property;

(ii) a quitclaim deed, properly executed by Seller and witnessed and notarized for recording, which quitclaim deed shall contain the legal description of the Real Property as reflected on the Survey;

(iii) an owner’s title affidavit and indemnity in form and substance satisfactory to Purchaser and the Escrow Agent (in its capacity as the title insurance company insuring Purchaser’s fee simple title to the Real Property), which affidavit shall be sufficient to permit Purchaser to obtain title insurance for such Real Property without any standard exceptions, including, without limitation, any exception for liens of laborers, mechanics or materialmen, or parties in possession (the “**Owner’s Affidavit**”), however, Purchaser acknowledges that the deletion of the standard survey exception will require delivery by Purchaser of an ALTA survey to the title insurance company;

(iv) an affidavit, in form and substance satisfactory to Purchaser, stating that Seller is not a “foreign person,” as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(a)(30), and stating Seller’s address and United States taxpayer identification number;

(v) an assignment and bill of sale conveying any and all Real Property that is or might be considered personal property;

(vi) evidence of termination of any management agreement for the Real Property and any service contracts affecting the Real Property; and

(vii) such other documents, agreements and certificates as Purchaser or Escrow Agent may reasonably require in order to consummate the sale of the Property in accordance with this Contract, including, without limitation, instruments reasonably satisfactory to Purchaser and Escrow Agent reflecting the proper authority of Seller to consummate the transactions contemplated by this Contract.

(c) Closing Costs. Seller shall pay (i) all recording fees due and payable in connection with the delivery and recording of any documents to release any Monetary Encumbrances, (ii) all transfer, deed, recording or stamp taxes as well as any deferred or rollback taxes, and (iii) all recording fees due and payable in connection with the delivery and recording of

the Deed and quitclaim deed. Purchaser shall pay (i) any escrow fee or closing fee charged by Escrow Agent, (ii) the premium for an Owner's Policy of Title Insurance issued by Escrow Agent in an amount to be determined by Purchaser, (iii) any mortgage taxes in connection with any Purchaser financing, and (iv) all recording fees due and payable in connection with the delivery and recording of any mortgage or other Purchaser financing documents. Seller and Purchaser shall each pay their own attorneys' fees.

(d) Prorations. Real estate taxes pertaining to the Property shall be prorated as of 12:00 a.m. ET on the day following Closing, such that Seller will be responsible for taxes up to and including the Closing Date, and Purchaser will be responsible for taxes from and after the Closing Date. Real estate taxes shall be prorated on a calendar year basis based upon the amount of said taxes for the year in which the Closing occurs if said amount is known at the time of the Closing (after making a fair and reasonable allocation of such assessment between the Property and any other property covered by such assessment); if said amount is not known, then such taxes shall be prorated on the basis of the taxes assessed for the preceding year after making a fair and reasonable allocation of such assessment between the Property and any other property covered by such assessment. Should the actual assessment for the year in which the Closing occurs be more or less than the amount used as a basis for such proration, Seller or Purchaser, promptly upon receipt by either of them of the notice or bill for such taxes, will make the proper adjustment so that such proration will be accurate, based upon the actual amount of such taxes; and payment shall be made promptly to Seller or Purchaser, whichever shall be entitled to such payment, by the other party for the purpose of making such adjustment. Notwithstanding the foregoing, Purchaser, at the sole discretion of Purchaser, shall have the right, in the name of Purchaser or Seller but at the expense of Purchaser, to contest and appeal any such tax or assessment, and any adjustment in proration shall be based upon the amount of such taxes finally determined upon such contest or appeal and shall be paid promptly upon the determination of such amount, if Purchaser shall elect to make such contest or appeal. In no event shall the amount of taxes to be borne by Purchaser hereunder include any amounts that are attributable to other property included within the tax bill that covers the Property. In the event that taxes or additional taxes, assessments, re-assessments, penalties and/or interest may be due with respect to periods prior to Closing, Seller shall be solely responsible for payment of all such taxes, assessments, penalties and interest. Seller shall be responsible for all utility or other expenses of the Property incurred through the Closing Date. This Section 5 shall survive the Closing.

(e) Conveyance. Seller shall deliver possession of the Property immediately upon Closing, so long as the Closing occurs after March 31, 2023, free and clear of any tenancies or occupancies and in the same condition as the Property exists on the date of execution hereof (subject to the Permitted Exceptions).

6. Survey. Following the Effective Date, Purchaser may obtain an updated or new survey of the Property (the "**Survey**"). In the event the Survey discloses any matter affecting the marketability of title to which Purchaser objects, and the Purchaser objects to such matters pursuant to the provisions of Section 8 below on or before the expiration of the Due Diligence Period, such matters shall be deemed to be title objections subject to the provisions of Section 8 below. The costs and expenses related to obtaining such Survey of the Real Property as well as any revisions or modifications thereto and re-certifications thereof, shall be borne by Purchaser.

7. Warranties and Representations.

(a) Except as otherwise expressly disclosed to Purchaser in that certain Property Due Diligence listed on **Exhibit B** attached hereto, Seller does hereby warrant and represent to Purchaser as follows:

(i) that Seller owns good and marketable fee simple title to the Real Property;

(ii) that Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (d) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.

(iii) that Seller has not entered into any leases, tenancies, licenses, occupancies, or occupancy agreements with respect to the Real Property or any portion thereof, whether written or oral, which will remain in effect after the Closing, so long as the Closing takes place after March 31, 2023, and except for the revokable license agreement with MARTA / CBS Outdoors that is disclosed in the due diligence materials that have been provided to Purchaser (the "MARTA License") and no person or entity, will have any right of possession following the Closing to all or any portion of the Property MARTA License.

(iv) that Seller has not entered into any contract or agreement with respect to the Property which will be binding on Purchaser after Closing;

(v) Seller has delivered to Purchaser a true, correct, and complete copy of the MARTA License. Seller has not received any notice of default under the MARTA License and, to Seller's knowledge, there are no defaults or matters, which with the passage of time or the giving of notice would become defaults, under the MARTA License;

(vi) that Seller has not received any written notice of any (i) violation of any right, law, statute, ordinance, order, regulation, or requirement (including, without limitation, any environmental or hazardous substances law, rule or regulation or any zoning or land use rules or regulations) except for the environmental evaluations and reports related to the Property that have been disclosed in the due diligence materials that have been provided to Purchaser as of the Effective Date and which are listed on **Exhibit B**, or (ii) default or breach of any loan document, lease or other agreement affecting all or any portion of the Property that has not been fully cured prior to the Effective Date;

(vii) that there is no action, suit or proceeding pending or, to Seller's knowledge, threatened or contemplated against or affecting the Real Property, either directly or indirectly;

(viii) that there are no pending, or to Seller's knowledge, threatened, condemnation, expropriation, eminent domain or similar proceeding with respect to the Property, nor has Seller received any notice that any such proceeding is contemplated;

(ix) that to Seller's knowledge, there is not presently pending any special assessments, fees or charges, however denominated, which may constitute a lien or charge on the Property. Seller has not filed, and has not retained anyone to file, notices of protests against, or to commence action to review, real property tax assessments against the Property;

(x) that Seller has the full and complete right, power and authority to enter into this Contract and to perform Seller's obligations hereunder and the other agreements contemplated herein (including, without limitation, the execution, delivery and performance of its obligations under the documents required to be delivered at Closing) and will deliver satisfactory evidence of such right, power and authority to Purchaser and Escrow Agent at the Closing;

(xi) that, other than this Contract, Seller has not entered into any agreements that are in effect, and there are no agreements that grant a commitment, option, right of first refusal or any other, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property;

(xii) that neither Seller nor, to Seller's knowledge, any of its affiliates, nor any of their respective partners, nor to Seller's knowledge, any of their members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action;

(xiii) that Seller has obtained, or will have obtained by Closing, all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, or encumbrance by which Seller or the Property is bound;

(xiv) that Seller has made no commitments to or agreements with any governmental authority or any other person which are binding upon the Real Property following the Closing except for the MARTA License;

(xv) that Seller has not received written notice of an intention of any governmental authority to revoke any license, permit or certificate required for the development, use, operation or occupancy of the Property;

(xvi) that to Seller's knowledge, but for Seller's disclosed zoning approvals, the Land has not been the subject of any site plan approval, re-zoning application, or similar request for the prior five (5) years; and

(b) Purchaser does hereby warrant and represent to Seller as follows:

(i) Purchaser has been duly organized and is validly existing as a limited liability company in good standing in the State of Georgia and, by Closing, either Purchaser or its assignee shall be qualified to do business in the State of Georgia. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Contract and to consummate or cause to be consummated the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(ii) There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser which is in conflict with this Contract. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Contract.

(iii) Neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, nor to Purchaser's knowledge, any of their members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action;

(c) All of the foregoing warranties and representations of Seller and Purchaser are made for the sole benefit of other party and may be waived by the benefited party, in whole or in part, by written waiver delivered to party making the warranties or representations. All representations and warranties set forth within this Contract shall survive the Closing and the delivery of the Deed at Closing for a period of twelve (12) months ("**Survival Period**") and thereafter shall be of no further force or effect. During the Survival Period and for such additional time as a written claim made by Purchaser to Seller may be outstanding, Seller will maintain sufficient assets to meet its obligations arising during such time.

8. Objections to Title.

(a) Purchaser shall cause Escrow Agent to deliver to Purchaser a title insurance commitment for the Real Property together with copies of the underlying title exception documents referenced therein (collectively the "**Title Commitment**"). On or before fifteen (15) days prior to the expiration of the Due Diligence Period (the "**Title Objection Period**"), Purchaser may deliver to Seller a written statement of objections ("**Purchaser's Objections**"), if any, to Seller's title to the Real Property, and Seller shall have ten (10) days after the receipt of such notice to elect to cure or remove the same ("**Seller Title Response Period**"). In the event that Seller gives notice to Purchaser that it elects not to cure any of Purchaser's Objections, or fails to respond to all of Purchaser's Objections within the Seller Title Response Period, Purchaser shall have the right to terminate this Contract on or before the date that is five (5) days following the expiration of the

Seller Title Response Period. In the event that Purchaser fails to terminate this Contract on or before the date that is five (5) days following the expiration of the Seller Title Response Period, Purchaser shall be deemed to have waived any right to terminate based upon Purchaser's Objections, and Seller shall have no further obligations related thereto; provided however, Seller shall remain obligated to cure any Monetary Encumbrances at Closing as provided in Section 8(c) below and Seller shall remain liable with respect to any breach of Section 12 below. If Seller fails to cure (i) all Purchaser's Objections which Seller is required to cure on or before five (5) business days prior to Closing, or (ii) any and all Monetary Encumbrances and New Objections at or prior to Closing, then, in either case, Purchaser shall have the right, (A) to maintain this Contract in full force and to receive a credit at Closing in the amount necessary, in Purchaser's reasonable determination, for Purchaser to cure such Purchaser's Objections, Monetary Encumbrances or New Encumbrances, or (B) to terminate this Contract, whereupon the Earnest Money shall be immediately returned to Purchaser, and Seller shall, immediately upon demand by Purchaser, reimburse Purchaser for the costs and expenses incurred by Purchaser in connection with the transactions contemplated hereby, and thereafter no party shall have any rights, claims, obligations or liabilities hereunder, except for those that are expressly provided herein to survive a termination of this Contract.

(b) Notwithstanding the foregoing, Purchaser may examine or re-examine title to the Real Property up to and including the date of Closing and give Seller written notice of objections to any additional encumbrances (i) which newly appear of record subsequent to the effective date of the Title Commitment, or (ii) which are not filed of record and properly indexed prior to the effective date of such Title Commitment (any such objection a "**New Objection**") and Seller shall have until Closing to cure any New Objection. Except for any Monetary Encumbrances, in the event that Seller fails or refuses to provide evidence reasonably acceptable to Purchaser that all such New Objections shall be removed at Closing in a manner which will permit Purchaser to obtain at Closing title insurance without exception therefor, then Purchaser shall have the option (a) to maintain this Contract in full force and effect, waive the New Objection and proceed to Closing or (b) to terminate this Contract, whereupon all Earnest Money deposited with the Escrow Agent as of the date of such termination shall be returned to Purchaser, and thereafter no party hereto shall have any further rights, claims or liabilities hereunder (except as set forth herein). Any exceptions to title to which Purchaser does not object as provided in Section 8(a) above or as to any New Objection on or before Closing (other than any Monetary Encumbrance and any encumbrance created by Seller after the date hereof), any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "**Permitted Exceptions**". The provisions of this Section 8 shall not be construed to limit or expand any remedy of Purchaser for breach by Seller of the covenants set forth in Section 12 below.

(c) It shall be a condition to Purchaser's obligation to close this transaction that the Escrow Agent shall have issued the Title Policy to Purchaser (or be unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). "**Title Policy**" means an extended coverage American Land Title Association (ALTA) Form Owner's Policy of Title Insurance insuring Purchaser's fee simple title to the Real Property, in the full amount of the Purchase Price with the standard exceptions deleted, subject only to Permitted Exceptions. Notwithstanding anything contained herein to the contrary, (i) Seller covenants and agrees to deliver title to the Property at Closing free and clear of, and agrees to discharge, any and all mortgages or other monetary liens, judgments or mechanics liens, including any notices of

commencement (as used herein “mortgage” includes any mortgage, deed of trust, deed to secure debt and similar security instrument encumbering the Land or any portion thereof), regardless of whether Purchaser objects to same (collectively, a “**Monetary Encumbrance**”), and (ii) any Monetary Encumbrance, any tenants or other parties in possession of all or any portion of the Property, and any other standard/general title exceptions that can be deleted from the Title Policy by delivery of the Owner’s Affidavit at Closing shall be automatically deemed matters to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto to Seller, and Purchaser under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions hereunder, unless such waiver shall be an express waiver in writing executed by Purchaser.

9. Purchaser’s Right of Inspection.

(a) Subject to reasonable coordination with the tenants currently in possession of the Property, Seller does hereby grant to Purchaser, its agents, engineers, surveyors and other representatives the right, during the term of this Contract, to enter upon the Property to inspect, examine and survey the Property and otherwise do that which, in the opinion of Purchaser, is necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Purchaser, topographical conditions, the presence or absence of hazardous or toxic materials or oil, and the presence or absence of subsurface water and rock, and to make tests to determine the physical condition of the Property. Purchaser may perform any soil or other borings, any invasive or similar procedures or any other environmental tests on the Property if such tests are recommended or required by Purchaser’s phase 1 environmental report or property condition report with 24 hours’ prior notice (which email notice to Clay@parks-law.com shall be sufficient) and reasonable coordination with the tenants in possession of the Property. Purchaser agrees to indemnify and hold Seller harmless from and against any damages arising directly from Purchaser’s inspection and testing of the Property, provided however, the forgoing indemnity shall not apply with respect to any claims, damages, liabilities or expenses arising out of the mere discovery by Purchaser, or the failure to report any pre-existing conditions, or any acts or omissions of Seller, its agents, employers, contractors, officers or invitees. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Contract and shall, to the extent Purchaser fails to purchase the Property by the Closing Date or terminates this Contract as provided herein, include Purchaser’s obligation to promptly restore any portions of the Property damaged or disturbed in connection with Purchaser’s tests and surveys to its condition on the date hereof to the extent practicable after all such tests or surveys. Within three (3) days following the Effective Date, Seller shall deliver to Purchaser all documents, agreements, notices and reports related to the Property in Seller’s possession or control, including, without limitation:

- (i) the most recent existing survey of the Real Property;
- (ii) a copy of the most recent title insurance policy issued with respect to the Real Property;
- (iii) copies of all contracts, licenses, and leases related to the Property;
- (iv) copies of all environmental reports related to the Property;

(v) copies of all correspondence with any governmental authorities concerning the Property;

(vi) all zoning, site plan approval and re-zoning applications and materials, any notices of violations or breaches from any third party with respect to the Property;

(vii) any traffic studies performed by Seller relative to the Property;

(viii) any architectural and engineering plans and specifications with respect to the Property; and

(ix) copies of the results of any soil, hazardous or toxic waste, or other tests conducted upon the Real Property.

Additionally, in the event that Purchaser requests additional due diligence materials in writing with reasonable specificity, Seller agrees to use commercially reasonable efforts to review its files and shall promptly deliver to Purchaser copies of such information, if any, in Seller's possession or control (collectively, the "**Property Due Diligence**").

(b) Due Diligence Period. Seller acknowledges that Purchaser has not completed Purchaser's inspection of the Property, examination of the Property Due Diligence, or studies of the physical and economic feasibility of Purchaser's contemplated use of the Property. Accordingly, Purchaser shall have the right for a period of ninety (90) days from the Effective Date (the "**Due Diligence Period**"), to terminate this Contract for any reason whatsoever in Purchaser's sole and absolute discretion by delivering written notice (which, at Purchaser's option, may be sent solely by e-mail) of such termination to Seller prior to the expiration of the Due Diligence Period. In the event of such termination, all Earnest Money deposited with the Escrow Agent as of the date of such termination shall be returned to Purchaser, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for any rights, claims or liabilities hereunder that by their express terms survive the termination of this Contract. In the event Purchaser does not elect to terminate this Contract prior to the expiration of the Due Diligence Period, then (i) Purchaser shall, within five (5) business days following the expiration of the Due Diligence Period, deliver an additional earnest money deposit of [REDACTED] to Escrow Agent, which, once deposited, shall be considered an "Additional Deposit" hereunder, and (ii) the Earnest Money shall become non-refundable (except (x) in the event this Contract is terminated pursuant to Section 9(c); (y) in the event of a breach or default of this Contract by Seller; or (z) as otherwise specifically provided in this Contract, including, without limitation, in the event of a failure to satisfy a condition set forth in Section 11 of this Contract), but shall remain applicable as a credit against the Purchase Price.

(c) Zoning Period. On or before the date that is two hundred ten (210) days from the expiration of the Due Diligence Period (the "**Zoning Period**"), Purchaser, at its sole cost and expense, shall seek to obtain the necessary zoning approvals (collectively, the "**Zoning Approvals**") to permit Purchaser to develop on the Property for its Intended Use (as defined below). Seller agrees to cooperate with Purchaser and assist Purchaser in obtaining any Zoning Approvals and to promptly execute and return to Purchaser (and to use reasonable efforts to cause

any mortgagee of the Property also to do so to the extent necessary) any applications and other documents reasonably necessary to obtain the Zoning Approvals. Notwithstanding the foregoing, Seller shall have no obligation to incur any cost or expense in connection with cooperating with or assisting Purchaser with the foregoing. In the event that the Zoning Approvals are denied or conditioned in such a manner that is unacceptable to Purchaser, in Purchaser's sole discretion, or otherwise not received, on or before the expiration of the Zoning Period, Purchaser, in Purchaser's sole discretion, shall have the right to terminate this Contract. In the event of such termination, all Earnest Money deposited with the Escrow Agent as of the date of such termination shall be returned to Purchaser, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for any rights, claims or liabilities hereunder that by their express terms survive the termination of this Contract. In the event that Purchaser fails to notify Seller of its election on or before the expiration of the Zoning Period, Purchaser shall be deemed to have waived Purchaser's rights of termination under this Sections 9(c). For purposes of this Contract, "**Intended Use**" means the development, construction and operation on the Property of a multi-family housing residential and/or commercial development project and related amenities, facilities, and parking (the "**Project**"). In the event Purchaser obtains the Zoning Approvals, Purchaser shall within five (5) business days following Purchaser's receipt of the Zoning Approvals, deliver an additional earnest money deposit of [REDACTED] (the "**Zoning Deposit**") to Escrow Agent, which, once deposited, shall be considered "Earnest Money" hereunder, and (ii) the Earnest Money shall become non-refundable (except in the event of a breach or default of this Contract by Seller or as otherwise specifically provided in this Contract, including, without limitation, in the event of a failure to satisfy a condition set forth in Section 11 of this Contract), but shall remain applicable as a credit against the Purchase Price.

(d) Land Disturbance Permit Period. On or before the date that is one hundred fifty (150) days from Purchaser's receipt of the Zoning Approvals (the "**LDP Period**"), Purchaser shall seek to obtain a Land Disturbance Permit (the "**Land Disturbance Permit**"). Seller agrees to cooperate with Purchaser and assist Purchaser in obtaining the Land Disturbance Permit and to promptly execute and return to Purchaser (and to use reasonable efforts to cause any mortgagee of the Property also to do so to the extent necessary) any applications and other documents reasonably necessary to obtain the Land Disturbance Permit. Notwithstanding the foregoing, Seller shall have no obligation to incur any cost or expense in connection with cooperating with or assisting Purchaser with the foregoing.

(e) In the event Purchaser terminates this Contract during or at any point after the Due Diligence Period, Zoning Period or LDP Period, Purchaser agrees to promptly return to Seller or destroy all Property Due Diligence delivered to Purchaser by Seller.

10. Risk of Loss and Condemnation or Casualty.

(a) Until the purchase of the Property has been consummated at the Closing, all risk of loss of, damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. For purposes of this Contract, any contamination of the Property with Hazardous Materials, or release or discharge at the Property of Hazardous Materials, occurring on or after the Effective Date shall constitute a casualty.

(b) If, at any time prior to the Closing, any action or proceeding is filed or threatened, under which the Property, or any material portion thereof, may be taken pursuant to any law, ordinance or regulation, or by condemnation or the right of eminent domain, or in the event of any damage to or destruction of the Property or any material portion thereof, then, at the option of Purchaser, (i) this Contract shall be terminated, the Earnest Money shall be returned to Purchaser and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those obligations and liabilities that expressly survive termination, or (ii) this Contract shall remain in full force and effect, whereupon Seller, at the time of the Closing, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, or casualty. Purchaser shall exercise said option by delivering to Seller written notice of such exercise on or before the thirtieth (30th) day following the date on which Purchaser receives notice that such suit has been filed or is threatened or such casualty has occurred, as applicable, and, if said thirty (30) day period extends beyond the date of Closing, the date of Closing shall be automatically extended to a date which is five (5) days after the expiration of said thirty (30) day period. In the event that Purchaser fails to exercise said option within said thirty (30) day period, then Purchaser shall be deemed to have elected the alternative set forth in Section 10(b)(i) hereof.

11. Conditions to Closing. The obligations of Purchaser under this Contract are hereby expressly made subject to each and all of the following conditions, which conditions are for the sole benefit of Purchaser and may be waived by Purchaser in its sole and absolute discretion, in whole or in part, by written waiver delivered to Seller:

(a) the Property and all portions thereof being free from material damage or destruction by fire, earthquake, erosion, flooding or by other force of nature or Act of God after the date of this Contract that would impair Purchaser's Intended Use of the Property;

(b) the truth and accuracy, in all material respects, as of the date of the Closing as if made on and as of the Closing Date, of each and every warranty or representation made herein by Seller, without giving effect to any materiality, knowledge or notice qualifiers (other than the materiality qualifier set forth in this clause (b));

(c) the Escrow Agent shall have issued the Title Policy to Purchaser (or be unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). In the event that Purchaser elects not to close the purchase and sale hereunder by reason of the failure of any one or more of the conditions set forth in Section 11 hereof, then, notwithstanding anything herein to the contrary and except as specifically set forth in Section 3 above, all Earnest Money, shall be returned to Purchaser, and thereafter no party hereto shall have any further rights, claims or liabilities hereunder, except those obligations which expressly survive the termination of this Contract (provided, however, that in the event that such failure of a condition is a result of a default by Seller under this Contract, then Purchaser shall also have the rights and remedies set forth Section 13 below);

(d) since the Effective Date, no material adverse change in the condition or value of the Property shall have occurred; and

(e) Seller shall have delivered to Purchaser an estoppel certificate, in form reasonably acceptable to Purchaser, dated within thirty (30) days of Closing certifying, among other things, that there is no existing default or other matter which with the passage of time or the giving of notice would become a default under the MARTA License and that Seller has performed any and all obligations of Seller under the MARTA License.

12. Seller Covenants. Seller hereby covenants and agrees with Purchaser that so long as this Contract remains in full force and effect, as modified, amended and/or extended from time to time:

(a) Seller will take, or cause to be taken, all action reasonably necessary to cause the representations and warranties set forth in this Contract to remain true and correct in all material respects from the date hereof through the date of the Closing and will refrain from taking any action which could cause any such representation or warranty to become incorrect or untrue in any material respect at any time during such period;

(b) Seller shall not: (i) commit or permit to be committed any material waste or material change in the condition or appearance of the Property, normal wear and tear excepted; (ii) commit or permit the cutting or severing of any growth or timber on the Property, provided, however, the typical harvesting of crops other than timber from the portions of the Property under cultivation as of the date hereof, is permitted; or (iii) initiate, consent to, approve or otherwise take or permit any action with respect to any zoning or re-zoning, access, utility availability, permits, governmental approvals or entitlements with respect to the Property except with the prior written consent of Purchaser;

(c) Without the prior written consent of Purchaser, Seller will not convey or encumber all or any portion of the Property, or any interest therein, or enter into any agreement granting to any person any right with respect to the Property, or any portion thereof;

(d) Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not enter into any oral or written agreements or promises regarding current or future use of all or any portion of the Property or enter into any lease, license or occupancy agreement;

(e) Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the development, ownership, operation or improvement of the Property, and are of a continuing nature;

(f) Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not (i) enter into any oral or written service, maintenance, employment or other contracts or agreements affecting the Property which would survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing; or (ii) extend the terms of any existing contracts to a date beyond the Closing; and

(g) Seller acknowledges and agrees that Seller will (i) keep confidential (a) the terms and provisions of this Contract, including, with limitation, the identity of the Purchaser, the Purchase Price and the dates, deadlines and time frames set forth herein, and (b) all documents, reports, studies, plans, specifications, information, materials and correspondence related to the

Property (collectively, the “**Confidential Information**”), and (ii) not disclose or otherwise use any Confidential Information other than necessary disclosures to its attorneys, accountants, consultants, experts, representatives, and agents (collectively, the “**Seller Parties**” and individually, a “**Seller Party**”) in order to consummate the transaction contemplated by this Contract and (iii) prior to providing any Confidential Information to a Seller Party, inform the applicable Seller Party of the confidential nature of the Confidential Information and the obligations under this Contract and will use commercially reasonable efforts to ensure each such Seller Party maintains the confidentiality of the Confidential Information. Following the Closing, the real estate broker engaged by the Seller may disclose such portion of the Confidential Information that is public information and entered into real estate data services used by brokers. The foregoing restriction shall not apply to the extent (A) such Confidential Information is or becomes generally available to the public (other than by a prohibited disclosure hereunder), or (B) such disclosure is required by law or necessary in a judicial, administrative, or governmental proceeding, in each case only after written notice has been given to the non-disclosing party and said party has had full opportunity to pursue confidential treatment thereof with the cooperation of the party so giving notice. Seller shall return all of the Confidential Information to Purchaser at such time as this Contract is terminated for any reason. Seller shall not be liable to Purchaser for damages for breach of this paragraph unless such breach is based on gross negligence or willful misconduct. Seller acknowledges and agrees that the injury that Purchaser will suffer in the event of any breach of any covenant or agreement contained in this Section 12(g) by Seller cannot be compensated by monetary damages alone, and Seller therefore agrees that Purchaser, in addition to and without limiting any other remedies or rights which it may have either under this Contract or otherwise, shall be entitled to injunctive relief enjoining any such breach or alleged breach, or other equitable relief, from any court of competent jurisdiction, without a requirement of posting bond as a condition thereof. Purchaser acknowledges and agrees that it shall seek monetary damages or injunctive relief independent of the Seller for breaches of this paragraph by Seller Parties acting outside of the Seller’s direction or authority (and Seller shall reasonably cooperate with Purchaser in connection with same). The agreements set forth in this Section 12(g) shall survive Closing and any termination of this Contract for period of two (2) years following the Closing or termination of this Contract.

13. Default; Application of Earnest Money.

(a) At the Closing, the Earnest Money shall be applied to and credited against the Purchase Price as provided in Section 2 hereof.

(b) Seller Default. In the event the purchase and sale contemplated hereby is not closed by reason of Seller’s inability, failure or refusal to perform Seller’s obligations hereunder, or in the event of Seller’s breach after the Effective Date of its covenants hereunder, or in the event any warranty or representation made by Seller under Section 7(a) proves materially untrue and is not waived by Purchaser, then, Purchaser shall elect, as its sole remedy, to either, (i) terminate this Contract by giving Seller timely written notice of such election prior to or at Closing, with Seller paying any cancellation charges of Escrow Agent, recover the Earnest Money and reimburse Purchaser for Purchaser’s actual out-of-pocket costs (including attorney’s fees) incurred in connection with the transaction contemplated hereunder (“**Due Diligence Costs**”) up to an amount not to exceed [REDACTED] which return of the Earnest Money and reimbursement of Due Diligence Costs shall operate to release Seller from any and all liability hereunder or (ii)

enforce a suit for specific performance of Seller's obligations under this Contract (including, but not limited to, the obligation to deliver the Deed to the Real Property at Closing), provided, however, in the event specific performance is not available due to Seller's intentional acts or willful misconduct, Seller shall be required to reimburse Purchaser for its Due Diligence Costs. If applicable, Seller's reimbursement of the Due Diligence Costs shall be paid within five (5) business days after Purchaser's delivery of an accounting of the applicable third party costs to Seller, which accounting shall be supported by (where applicable) copies of contracts or purchase orders, invoices and checks. Purchaser shall be deemed to have elected under clause (i) above if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Fulton County, Georgia, on or before sixty (60) days following the Closing Date.

(c) Purchaser Default. IN THE EVENT THE PURCHASE AND SALE CONTEMPLATED HEREBY IS NOT CLOSED BY REASON OF PURCHASER'S INABILITY, FAILURE OR REFUSAL TO PERFORM PURCHASER'S OBLIGATIONS HEREUNDER, THEN, THE EARNEST MONEY SHALL BE RETAINED BY SELLER OR PAID TO SELLER BY ESCROW AGENT, AS APPLICABLE, AS FULL LIQUIDATED DAMAGES, WHEREUPON NO PARTY HERETO SHALL HAVE ANY FURTHER RIGHTS, CLAIMS OR LIABILITIES HEREUNDER (EXCEPT ANY RIGHTS TO INDEMNITY, OTHER RIGHTS, CLAIMS OR LIABILITIES HEREUNDER THAT BY THEIR EXPRESS TERMS SURVIVE THE TERMINATION OF THIS CONTRACT AND THE RIGHT TO RECOVER ATTORNEYS FEES PURSUANT TO SECTION 20 BELOW); IT BEING SPECIFICALLY UNDERSTOOD AND AGREED THAT SELLER'S RETENTION OF THE EARNEST MONEY, AS LIQUIDATED DAMAGES, SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, SELLER HEREBY SPECIFICALLY WAIVING AND RELINQUISHING ANY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY EXCEPT AS SET FORTH ABOVE IN THIS PARAGRAPH (C). PURCHASER AND SELLER HEREBY SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE DAMAGE TO SELLER FROM PURCHASER'S BREACH HEREUNDER WOULD BE DIFFICULT OR IMPOSSIBLE TO ACCURATELY DETERMINE, THAT THE EARNEST MONEY IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES, AND THAT THE RETENTION BY SELLER OF THE EARNEST MONEY DOES NOT CONSTITUTE A PENALTY.

(d) Cure Period. Notwithstanding anything to the contrary contained in this Contract, Purchaser and Seller shall be entitled to written notice of any default under this Contract and five (5) business days after receipt of such notice to cure such default from the other party, provided, however, that in no event shall such notice and cure period apply to (i) Purchaser's or Seller's obligations on the Closing Date and in no event shall the date for Closing hereunder be extended by reason of the operation of this provision, and (ii) any breach of a representation or warranty by Purchaser or Seller.

14. Seller Equity Option. Notwithstanding anything to the contrary herein, provided that the Closing occurs, Seller shall have the right to acquire an equity interest (the "**Equity Interest**") in the Project by contributing proceeds from the sale of the Property to Purchaser as contemplated under this Agreement up to an amount not to exceed the Purchase Price. Such Equity Interest shall be on such terms and conditions as determined by Purchaser, in Purchaser's sole discretion (the "**Equity Terms**"). Purchaser shall deliver the Equity Terms to Seller not less than sixty (60) days prior to Closing and Seller shall have thirty (30) days following receipt of

such terms and conditions to notify Purchaser in writing of Seller's intent to acquire the Equity Interest pursuant to the Equity Terms.

15. Escrow Agent. Escrow Agent hereby accepts its designation as escrow agent hereunder and agrees to hold and disburse the Earnest Money deposited with Escrow Agent as herein provided. A copy of any request for disbursement to Escrow Agent shall also be sent to the other party hereunder. In the event a request for disbursement is made by either party (other than a request for disbursement as a result of Purchaser's termination of the Contract in accordance with the terms hereof), both parties acknowledge and agree that Escrow Agent may withhold disbursement until the written consent of the other party is given, provided, however, that if such consent of the other party is not provided within ten (10) business days of such request for disbursement, then Escrow Agent shall either disburse such funds or tender such funds into the registry or custody of any court of competent jurisdiction in accordance with the provisions below. In the event of a dispute between Purchaser and Seller under this Contract sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under the terms of this Contract, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties as Escrow Agent under this Contract. Any such legal action may be brought in any such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the oral or written notices, communications, orders or instructions given by Purchaser or Seller. Seller and Purchaser hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs of investigation and counsel fees and disbursements which may be imposed upon Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including, without limitation, any litigation arising from this Contract or involving the subject matter hereof; provided, however, that if Escrow Agent shall be found guilty of willful default or gross negligence under this Contract, then, in such event, Escrow Agent shall bear all such losses, claims, damages and expenses; and provided further that neither Seller nor Purchaser shall have any liability to Escrow Agent under this indemnity provision for any cost of litigation incurred by Escrow Agent, including, without limitation, attorney's fees, arising or caused solely by the conduct of the other party which results in a dispute solely between the other party and Escrow Agent.

16. Communications. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Contract shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being (i) personally delivered, (ii) deposited in the United States mail, postage prepaid, certified with return receipt requested, (iii) deposited with Federal Express or another national overnight courier service with recognized reliability, or (iv) sent by email provided, except with respect to title objections and title objection responses, such email followed by delivery of a hard copy by means of either (i), (ii) or (iii) above, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof;

and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at such address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any notice under this Contract may be given on behalf of a party by its attorney. Any such notice, election demand, request or response, if given to Purchaser, shall be addressed as follows:

Shelton McNally Real Estate Partners, LLC
999 Peachtree Street NE
Atlanta, Georgia 30309
Attn: James D. Shelton, Sr.
Email: jshelton@sheltonmcnally.com

with a copy to:

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attn: Joshua M. Kamin, Esq.
Email: jkamin@kslaw.com

and, if given to Seller, shall be addressed to Seller's attorney as follows:

James C. Parks, Jr.
Attorneys at Law, LLC
104 Cambridge Avenue
Suite A
Decatur, Georgia 30030
Attn: James C. Parks, Jr.
Email: Clay@Parks-Law.com

and, if given to Escrow Agent, shall be addressed as follows:

First American Title Insurance Company
6 Concourse Parkway NE, Suite 2000
Atlanta, Georgia 30328
Attn: Angie Yarbrough
Email: ayarbrough@firstam.com

17. Miscellaneous. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, successors-in-title, legal representatives, heirs and permitted assigns. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. This Contract contains the entire agreement of the parties hereto with respect to the subject matter hereof, including, without limitation, any previously executed non-disclosure,

confidentiality or similar agreement, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect. No amendment to this Contract and no waiver of any right hereunder shall be binding upon any of the parties hereto unless said amendment or waiver is in writing and signed by the party against whom enforcement thereof is sought. Purchaser shall not have the right to assign this Contract, or any interest herein, without the consent of Seller; provided, however, Purchaser may assign this Contract to a legal entity directly or indirectly managed by James D. Shelton, Sr. and/or Conor McNally, and in the event of such permitted assignment, Seller shall not be released from any obligation under this Contract, Purchaser shall give Seller prompt written notice of the identity and contact information of the assignee and the assignee shall execute an assumption agreement in form reasonably satisfactory to Seller whereby the assignee assumes the obligations of Purchaser under this Contract. All titles or captions of the paragraphs set forth in this Contract are inserted only as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Contract, or the intent of any provision hereof. No failure of Purchaser or Seller to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of said power or right or of the terms hereof, or of Purchaser's or Seller's right to demand exact compliance with the terms hereof. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any public or legal holiday, the party having such privilege or duty shall have until the next succeeding regular business day to exercise such privilege or to discharge such duty, and the date of performance or expiration of a particular time period shall be extended to such next business day for all purposes under this Contract. This Contract shall not be merged into the documents executed at the Closing, but shall survive the Closing and the provisions hereof shall remain in full force and effect. Time is of the essence with respect to this Contract. This Contract shall be governed by and construed in accordance with the laws of the state in which the Land is located.

18. Acceptance. This instrument shall be regarded as an offer by Purchaser or Seller, whichever first executes the same, to the other. Acceptance shall occur upon the return to Purchaser or Seller, whichever first executes this instrument, of a dated and fully executed counterpart hereof.

19. Brokerage. At the Closing, Seller shall pay to Darren Comer with Keller Knapp Realty Inc ("**Seller's Broker**") a commission in accordance with a separate written agreement by and between Seller and Seller's Broker, with such commission to be paid in cash or bank wire transfer at Closing. If for any reason whatsoever the purchase and sale hereunder is not closed, including but not limited to failure to close due to default by Seller or default by Purchaser, no commission shall be owing to Seller's Broker or any other broker, agent finder or other person or entity under this Contract by any party hereto. Seller represents and warrants to Purchaser that Seller has dealt with no brokers other than Seller's Broker in connection with this transaction. Purchaser represents and warrants to Seller that Purchaser has dealt with no brokers in connection with this transaction. Seller and Purchaser each hereby indemnifies and agrees to hold harmless the other from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) arising, resulting, sustained or incurred by the other by reason of any claim for any commission or fee by any broker, agent, finder or other person or entity based upon any arrangement or agreement made or alleged to have been made by the indemnifying party in connection with the transaction contemplated under this Contract.

20. Attorney Fees. If any action is brought by any party to this Contract to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

21. Like Kind Exchange. Purchaser and Seller hereby acknowledge that Purchaser and/or Seller (the “**Exchange Party**”) may desire to effectuate a tax-deferred exchange (also known as a “1031” exchange (the “**Exchange**”) in connection with the purchase and/or sale of all or a portion of the Property. Each party (the “**Cooperating Party**”) hereby agrees to cooperate with the Exchange Party in connection with the Exchange contemplated by the Exchange Party, provided that:

(a) All documents executed in connection with the Exchange (the “**Exchange Documents**”) shall recognize that Cooperating Party is acting solely as an accommodating party to such Exchange, shall have no liability with respect thereto, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code or any applicable state or local laws and shall have no liability whatsoever if any such transactions fail to so qualify. All Exchange Documents executed by Cooperating Party in connection with the Exchange shall be in form and substance reasonably acceptable to Cooperating Party.

(b) Such Exchange shall not result in Cooperating Party incurring any additional costs or liabilities (and Exchange Party shall pay all additional costs and expenses to the extent that such are incurred, including, without limitation, any additional costs or expenses incurred by Cooperating Party as a result of its participation in the Exchange). Exchange Party shall indemnify, defend and hold Cooperating Party harmless from and against all claims, demands, liability, losses, damages, costs and expenses (including reasonable attorneys’ and accountants’ fees) suffered or incurred by Cooperating Party in connection with the Exchange.

(c) In no event shall Cooperating Party be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any other property in connection with the Exchange.

(d) In no event shall Exchange Party’s consummation of such Exchange constitute a condition precedent to Exchange Party’s obligations under this Contract nor shall such Exchange modify any of the dates and times for performance set forth in this Contract and Exchange Party’s failure or inability to consummate such Exchange shall not be deemed to excuse or release Exchange Party from its obligations under this Contract.

Purchaser and Seller further agree that, in connection with the foregoing, and subject in all respects to the foregoing provisions, Cooperating Party shall consent to Exchange Party assigning all or a portion of its rights under this Contract to an exchange intermediary solely for the purpose of consummating such Exchange. In no event shall any such assignment release Exchange Party of its obligations under this Contract or any document executed pursuant to the terms hereof, including, without limitation, its indemnity obligations hereunder, or affect in any manner any of Exchange party’s representations or covenants set forth in this Contract.

22. Counterparts and Execution and Delivery by Electronic Transmission. This Contract may be executed in separate counterparts, each of which shall be deemed an original and all of which, collectively, shall comprise one and the same instrument. Furthermore, this Contract may be executed and delivered by electronic transmission. The parties intend that electronic (e.g. pdf format) signatures constitute originals signatures and that an electronic copy or counterparts of this Contract containing signatures (original or electronic) of a party is binding upon that party.

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

SELLER:

A handwritten signature in black ink, appearing to be 'RBS' followed by a stylized flourish.

By: _____
Robert B. Seagraves, an individual

By: _____
Charles W. Seagraves, IV, an individual

By: _____
Michael W. Seagraves, an individual

By: _____
Virginia Parks Seward, an individual

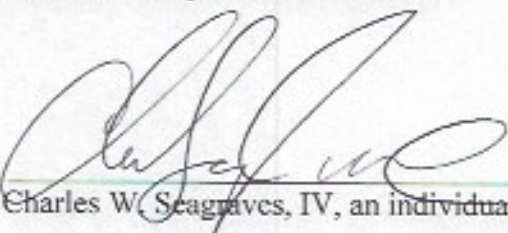
By: _____
James C. Parks, Jr., an individual

[signatures continue on next page]

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

SELLER:

By: _____
Robert B. Seagraves, an individual

By:  _____
Charles W. Seagraves, IV, an individual

By: _____
Michael W. Seagraves, an individual

By: _____
Virginia Parks Seward, an individual

By: _____
James C. Parks, Jr., an individual

[signatures continue on next page]

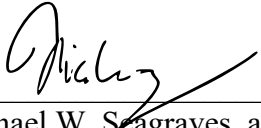


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SELLER:

By: _____
Robert B. Seagraves, an individual

By: _____
Charles W. Seagraves, IV, an individual

By:  _____
Michael W. Seagraves, an individual

By: _____
Virginia Parks Seward, an individual

By: _____
James C. Parks, Jr., an individual

[signatures continue on next page]

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Virginia Parks Seward, an individual

By: _____
James C. Parks, Jr., an individual

[signatures continue on next page]

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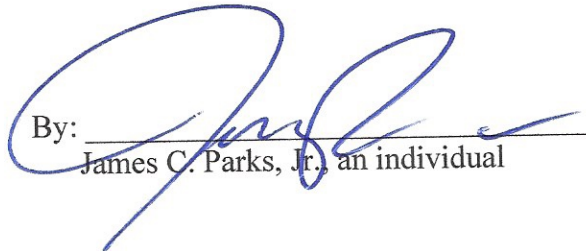
SELLER:

By: _____
Robert B. Seagraves, an individual

By: _____
Charles W. Seagraves, IV, an individual

By: _____
Michael W. Seagraves, an individual

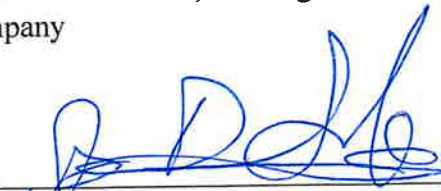
By: _____
Virginia Parks Seward, an individual

By:  _____
James C. Parks, Jr., an individual

[signatures continue on next page]

PURCHASER:

**SHELTON MCNALLY REAL ESTATE
PARTNERS LLC**, a Georgia limited liability
company

By: 

Name:

Title:

James D. Shelton
Principal

FIRST AMERICAN TITLE INSURANCE COMPANY, referred to in this Contract as the “Escrow Agent,” hereby acknowledges that it received this Contract executed by Seller and Purchaser on the 4th day of November, 2020, and accepts the obligations of the Escrow Agent as set forth herein. It further acknowledges that it received the Earnest Money on the ____ day of November, 2020. The Escrow Agent hereby agrees to hold and distribute the Earnest Money in accordance with the terms and provisions of this Contract.

ESCROW AGENT:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: Angie E. Yarbrough
Name: Angie E. Yarbrough
Title: VP

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

TRACT ONE:

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, being part of Lots 25 and 26 of the subdivision of the Mrs. S.A. Carpenter Estate, near Sandy Springs, as per plat by Gordon Nalley, C.E., dated June, 1935, and being more particularly described as follows:

BEGINNING at an iron pin at the corner formed by the intersection of the westerly side of Roswell Road with the northerly side of Allen Road (as said corner is now located) and running thence west along the northerly side of Allen Road 241.2 feet to a point marked by an iron pin; thence north 188.33 feet to a point marked by an iron pin; thence east 226 feet to a point marked by an iron pin on the westerly side of Roswell Road; thence southerly along the westerly side of Roswell Road 189.6 feet to Allen Road at the POINT OF BEGINNING; being improved property formerly known as 226 Allen Road, N.E., and presently known as 5810 Roswell Road; and being the same property conveyed by C.W. Seagraves, Sr. to C.W. Seagraves, Jr. by Warranty Deed dated November 7, 1960, recorded in Deed Book 3793, Page 341, Fulton County Records.

TRACT THREE:

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin on the north side of Allen Road 246 feet west from the northwest intersection of Allen Road and Roswell Road; and running thence north 188.4 feet to an iron pin; thence westerly 110.7 feet to an iron pin; thence south 187.7 feet to an iron pin on the north side of Allen Road; thence east along the north side of Allen Road 111.7 feet to the POINT OF BEGINNING; being property formerly known as 5 Allen Road, and presently known as 216 Allen Road, according to the present system of numbering in Fulton County, Georgia; and being the same property conveyed by L.J. Seagraves to C.W. Seagraves, Jr. by Warranty Deed dated January 7, 1959, recorded in Deed Book 3416, Page 682, Records of Fulton County, Georgia.

EXHIBIT B

PROPERTY DUE DILIGENCE

For 5810 Roswell Road & (O or 216) Allen Road:

1. No Further Action Letters September 2003
2. Pages from Corrective Action Plan RUST October 1994
3. City Of Sandy Springs Detailed Tax Summary 2020
4. License Agreement with MVSIT (Trust) & CBS Outdoors
5. MVSIT Trust Documents
6. Notification of Corrective Action Plan October 21 1994
7. Title Insurance Co of Minnesota Settlement Statement August 28 1995
8. Sales Contract by Payne Realty between M Gooch, Velva Gooch and CW Seagraves
9. Underground Tank Test Results 6/11/1997, 1/25/2010, 4/1/2011, 1/24/2012
10. Letter between Charles W Seagraves and Chevron 10/24/1995 confirmation of building and other facilities ownership
11. Property Survey by McClung 9/11/2013
12. Fulton County Tax Bill 2020 and 2019
13. UST Information from EPA web site
14. Copy of Commercial Ground Lease between MVIST Trust & McCullough Auto Care LLC through March 31, 2023
15. Copy of Commercial Ground Lease between MVIST Trust & Ortho Sport Holdings LLC through March 31, 2023
16. Letter from James C Parks to McCullough 11/6/2011
17. Letter from James C parks to MARTA 4/16/2014
18. Warranty Deed 11/7/1960
19. Lease Charles W Seagraves Jr and Shell Oil 5/27/1971
20. Copies of various recorded Quitclaim Deeds

21. Temporary Slope Easement & Amendments 7/1/2015

22. Copy of Commercial Lease 3/31/1998 through 3/31/2003 between MVIST & the McCollough Company.

For 5788 Roswell Road

1. Phase I Environmental Site Assessment Report for 5788 Roswell Road Atlanta, Fulton County as of April 2015

Letter of Intent

The requested Zoning Map Amendment for parcels 17 009000020615 and 17 009000020094 located at 5810 Roswell Road is to amend the current zoning of the parcels from CS-3 to CS-6. The proposed use of the property will be a mixed-use development consisting of residential, office, and retail uses. The project will feature one 6-story building with an additional 2-stories of underground parking. The current use of the property is an auto repair shop, which is unsightly and not in any way consistent with the City Springs Character Area.

The Applicant (a well-respected and experienced local developer with experience on multiple projects in Sandy Springs) is proposing a mixed-use development which will greatly enhance the site and immediate area, which sits at the “front door” to the City Springs area on Roswell Road, immediately north of I285. The proposed development will deliver a true live/work/play environment to this important site, will be consistent with the neighboring uses (which include a 6 story multifamily building, retail center and the upcoming redevelopment of the block to the north by Jamestown) and will further the goals and objectives of the City Springs Master Plan by bringing walkability and connectivity to this area.

The retail and office uses will be located on the ground floor fronting Roswell Road. The retail area will be ~2,150 square feet and the office space will cover ~5,200 square feet. The residential component of the project will consist of 199 units spread across 153,468 square feet comprised of a mix of Studio, 1 and 2-bedroom units. The residential will be supported by a 1,594 square foot leasing center and an additional 3,034 square feet of interior amenity space that will be split between the ground floor and an elevated “skyclub” sitting on 6th floor. Outdoor amenities will include a pool deck at ground level, adjacent to the leasing center and clubroom, an elevated courtyard above the main vehicular entry off Allen Road, and a terrace at the skyclub on the 6th floor facing south. The building design has been carefully developed to minimize the impact of the 6 story height through the use of step-backs and courtyards.

In addition to the residents of the community, the project is anticipated to serve multiple, smaller office tenants (in a “co-working” environment) and retail patrons. The number of employees for the project will be upwards of 20 and will be dependent on the type of retail and office tenants. The residential component of the project will be accessible 24 hours a day and will have controlled access. The office and retail hours of operation will be dependent on the tenants.

As the property is presently entitled to multifamily use and the rezoning request of the Applicant is entirely appropriate, the Appropriateness of Application and the Constitutional Assertions of the Applicant are more particularly stated and set forth on Exhibit A which is attached hereto and by reference thereto made a part hereof.

The Applicant requests that the City of Sandy Springs Mayor and City Council approve this Rezoning Application as requested.

Exhibit "A"

APPROPRIATENESS OF APPLICATION
AND
CONSTITUTIONAL ASSERTIONS

The portions of the Zoning Resolution of the City of Sandy Springs as applied to the subject Property which classify or may classify the Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Resolution of the City of Sandy Springs to the Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the Sandy Springs City Council without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Sandy Springs City Council to rezone the Property as proposed by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the subject Property would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Zoning Impact Analysis

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

The proposed rezoning of this property allows for the removal a use that is unsightly and inconsistent with the surrounding area and adjoining uses and replaces it with a mixed-use project that meets the intent of the City Springs Character Area.

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

The current zoning designation is CS-3 and the proposed zoning is CS-6. A Comprehensive Plan Amendment is not warranted. The proposed redevelopment will help the city achieve important goals from the Comprehensive Plan, including the revitalization of the Roswell Road corridor.

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

The proposed development will meet the intent of the City Springs Character Area and conform to the Development Code.

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

Amending the zoning of this property to CS-6 will allow the development to meet the intended goal of the Roswell Road corridor to allow for walkable mixed-use neighborhoods.

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

The subject property is well located for a mixed-use residential development with frontage on Roswell Road and ease of access to I-285. The property is located among multiple parcels with the CS-6 zoning designation and the development will be substantially similar in scale to that of the adjacent 6-story residential development.

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

The small size of the property, the compromised access and the presence of environmental contamination present challenges to economically redevelop the property under the current zoning designation. An increase in the maximum height allows for the scale necessary to make redevelopment of this site financially feasible.

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

The residential market in the Sandy Springs area remains very vibrant with demand for both rental and for-sale housing far outstripping current supply. This new project will provide additional high quality housing options for current and future residents of the city.

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 proposed project is not large enough to have a significant impact on the public facilities and services. We will work with the city throughout the design and development process to ensure the project meets all requirements.

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 currently used as an automotive repair shop. The proposed development will actually lessen the environmental impact by cleaning up the existing contamination on the site from the current use.

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

The proposed zoning and development will be consistent with the surrounding area and adjacent properties, and will enhance property values by replacing the current use with vibrant new mixed-use community.



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

June 6, 2022

Mr. Charles Bonds
Shelton McNally Real Estate Partners
999 Peachtree Street NE
Suite 900
Atlanta, GA 30309

**Subject: Trip Generation Report for Property at 5810 Roswell Road NE,
Atlanta, GA**

Dear Charles:

Thank you for allowing Atlas Technical Consultants LLC (Atlas) to perform the trip generation for the subject location. The attached memorandum summarizes the findings. Please feel free to give me a call at 678.713.8349 or email me at robinson.nicol@oneatlas.com if you have any questions or concerns.

Atlas is thankful for the opportunity to provide review and looks forward to working together in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robinson Nicol".

Robinson Nicol, PE, PTOE
Lead Traffic Engineer



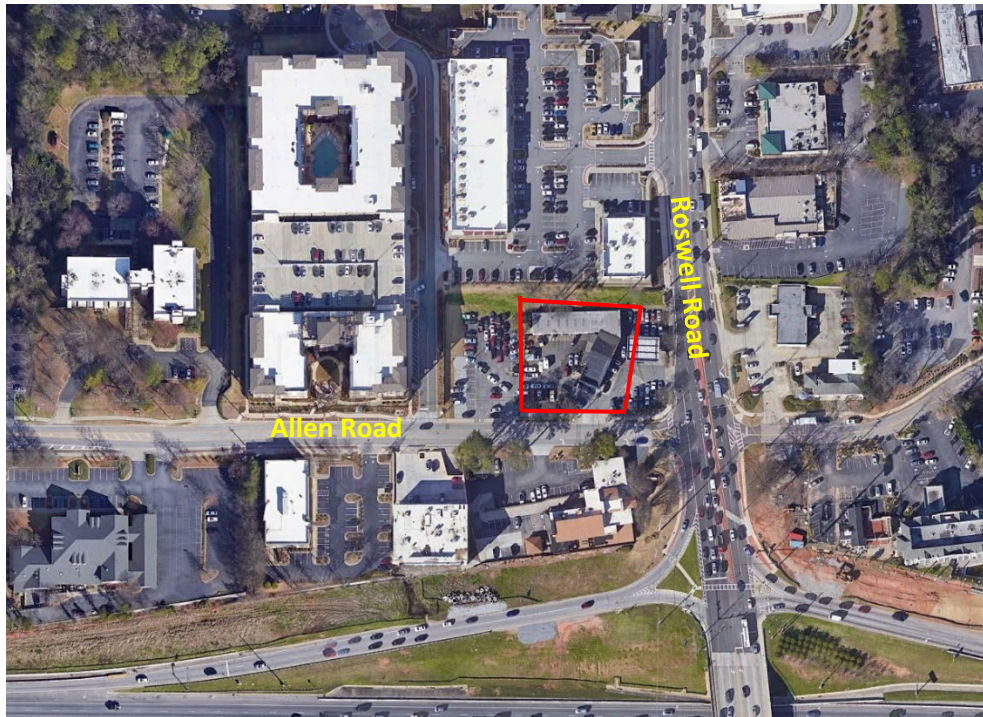
2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com



Memorandum

To: Charles Bonds, Shelton McNally Real Estate Partners
From: Robinson Nicol, PE, PTOE
Date: June 6, 2022
Subject: Trip Generation Memorandum for Proposed Mixed Use Development
at 5810 Roswell Road NE, Atlanta, GA

The purpose of this memorandum is to estimate the trip generation that is expected to result from the proposed mixed-use development at 5810 Roswell Road NE in the City of Atlanta, Georgia. An aerial is shown below of the proposed property location.



Methodology

Trip Generation estimates for the project were based on the rates and equations published in the 10th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the following ITE Land Use: 221- *Multifamily Housing (Mid-Rise)*.



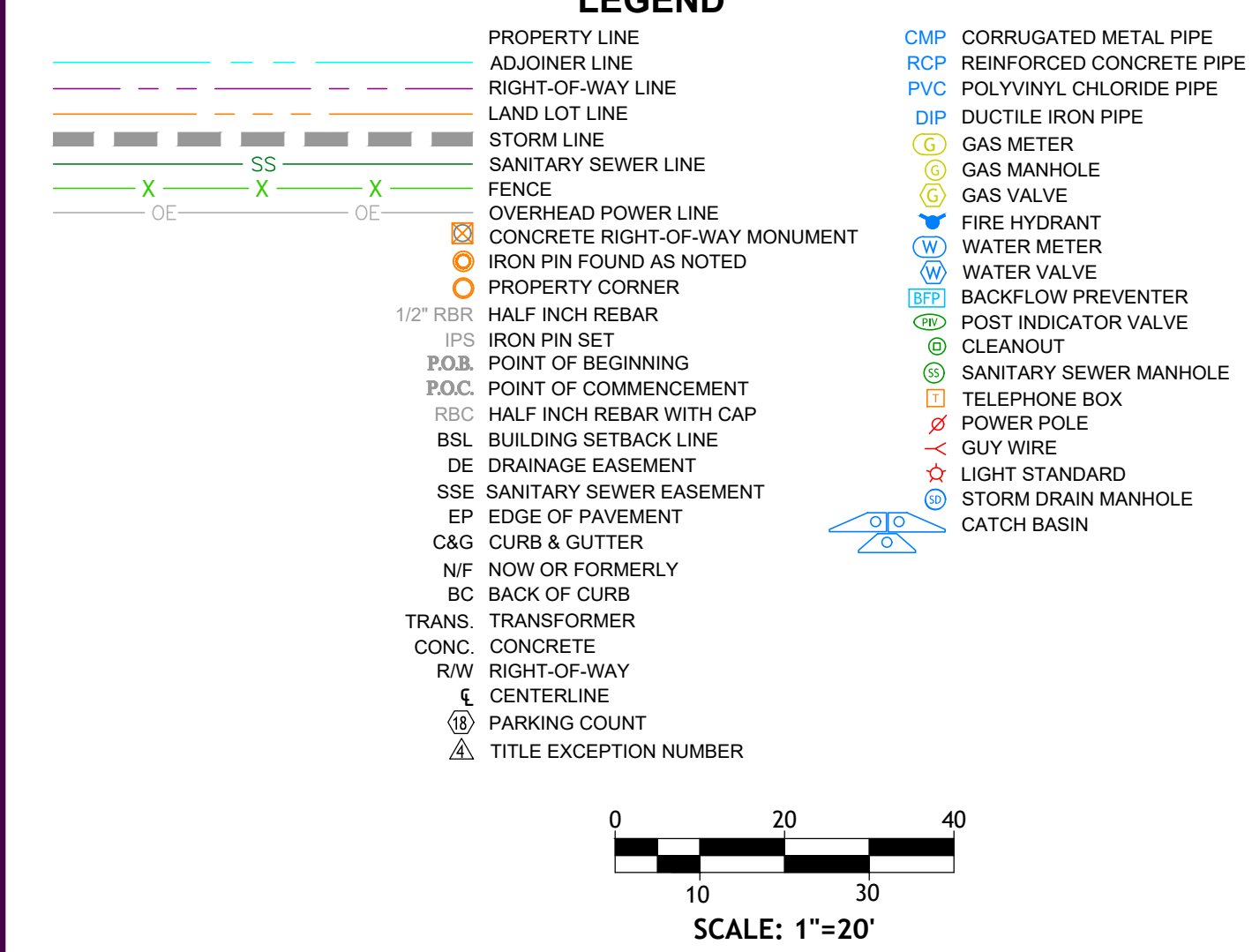
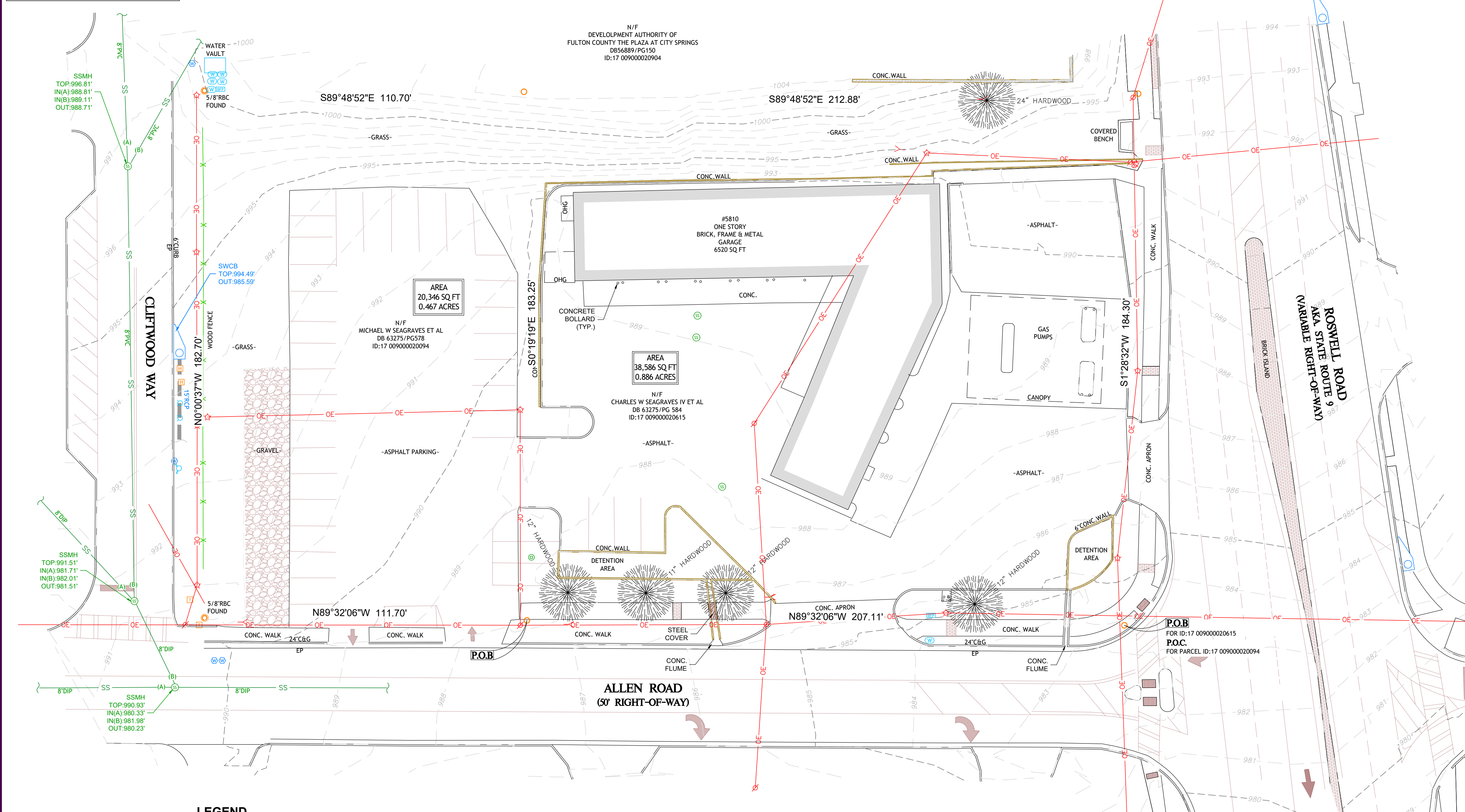
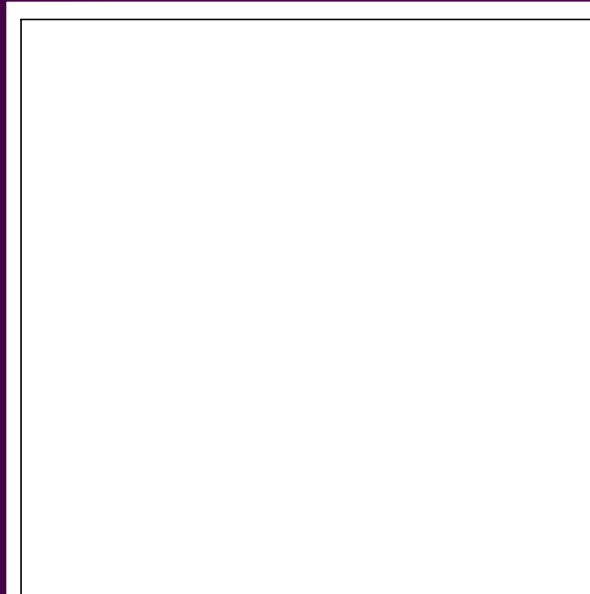
2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

Trip Generation

The results of the analysis for the proposed development are showing in Table 1, below.

Table 1 – Trip Generation								
Land Use	Size	AM Peak Hour			PM Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
ITE 221 – Multifamily Housing (Mid-Rise)	200 units	19	53	72	54	34	88	1,088
ITE 820 – Shopping Center	2,125 s.f.	1	1	2	4	4	8	80
Total	--	20	54	74	58	38	96	1,168

As shown in the above table, the mixed-use development under *Land Use 221: Multifamily Housing (Mid-Rise)* and *Land Use 820: Shopping Center* is expected to generate 1,168 total trips (entering and exiting) in a 24-hour period. During the AM Peak Hour, which occurs between 7:00 AM and 9:00 AM, 20 cars are expected to enter, and 54 cars are expected to exit. During the PM Peak Hour, which occurs between 4:00 PM and 6:00 PM, 58 cars are expected to enter, and 38 cars are expected to exit.

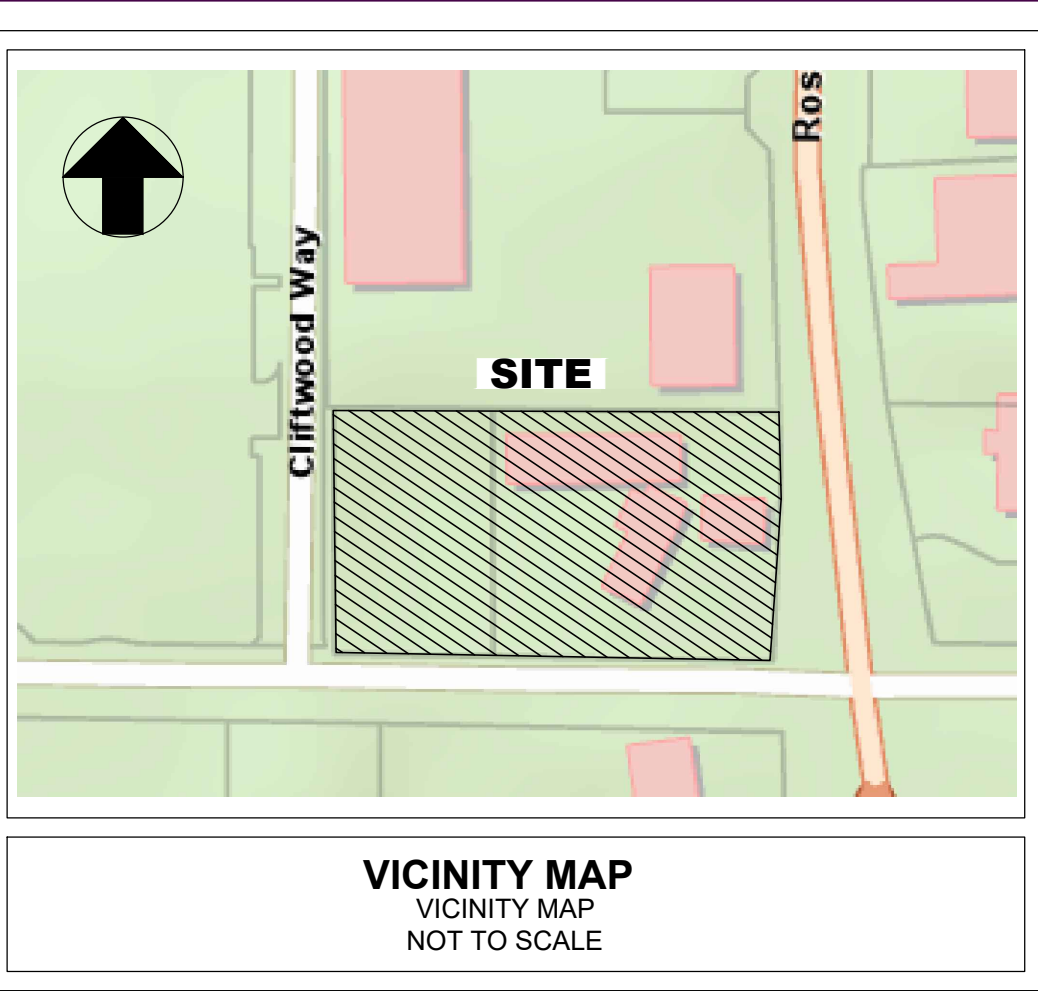


- TITLE EXCEPTIONS**
- TITLE COMMITMENT NUMBER NCS-1098504
PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY
EFFECTIVE DATE OF 11/9/21
WITH RESPECT TO THE PROPERTY SURVEYED DESCRIBED IN "EXHIBIT A", AND THE EXCEPTIONS LISTED IN "SCHEDULE B, SECTION II".
- RIGHT-OF-WAY EASEMENT FROM CHAS W. SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED APRIL 9, 1965, FILED FOR RECORD MAY 6, 1965, AND RECORDED IN DEED BOOK 4412, PAGE 176, FULTON COUNTY, GEORGIA RECORDS. [MAY OR MAY NOT AFFECT SUBJECT PROPERTY - CONTAINS NO PLOTTABLE DESCRIPTION]
 - RIGHT-OF-WAY EASEMENT FROM CHAS W. SEAGRAVES JR. AND MARY VIRGINIA SEAGRAVES TO GEORGIA POWER COMPANY, DATED MARCH 30, 1970, FILED FOR RECORD APRIL 27, 1970, AND RECORDED IN DEED BOOK 5216, PAGE 161, AFORESAID RECORDS. [DOES NOT AFFECT SUBJECT PROPERTY]
 - RIGHT-OF-WAY EASEMENT FROM CHARLES W. SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED JUNE 1, 1970, FILED FOR RECORD JUNE 17, 1970, AND RECORDED IN DEED BOOK 5238, PAGE 440, AFORESAID RECORDS. [AFFECTS SUBJECT PROPERTY - REFERS TO A TRANSMISSION LINE THAT HAS NO PLOTTABLE DESCRIPTION]
 - RIGHT-OF-WAY EASEMENT FROM CHAS W. SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED MAY 11, 1970, FILED FOR RECORD JUNE 17, 1970, AND RECORDED IN DEED BOOK 5238, PAGE 445, AFORESAID RECORDS. [AFFECTS SUBJECT PROPERTY - REFERS TO GUY WIRES THAT HAVE NO PLOTTABLE DESCRIPTION]
 - EASEMENT FROM CHARLES W. SEAGRAVES SR. TO GEORGIA POWER COMPANY, DATED MARCH 2, 1972, FILED FOR RECORD APRIL 18, 1972, AND RECORDED IN DEED BOOK 5565, PAGE 490, AFORESAID RECORDS. [MAY OR MAY NOT AFFECT SUBJECT PROPERTY - CONTAINS NO PLOTTABLE DESCRIPTION]
 - EASEMENTS AS CONVEYED IN RIGHT-OF-WAY DEED FROM CHARLES W. SEAGRAVES JR. TO FULTON COUNTY, DATED JANUARY 10, 1975, FILED FOR RECORD FEBRUARY 10, 1975 AND RECORDED IN DEED BOOK 6215, PAGE 408, AFORESAID RECORDS. [AFFECTS SUBJECT PROPERTY - REFERS TO A GUY WIRE AND SERVICE POLE THAT HAS NO PLOTTABLE DESCRIPTION]
 - EASEMENT FROM CHARLES W. SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED APRIL 13, 1979, FILED FOR RECORD APRIL 30, 1979, AND RECORDED IN DEED BOOK 7230, PAGE 302, AFORESAID RECORDS. [AFFECTS SUBJECT PROPERTY - REFERS TO A TRANSMISSION LINE THAT HAS NO PLOTTABLE DESCRIPTION]
 - PERMIT FOR ANCHORS, GUY POLES AND WIRES FROM CHARLES W. SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED APRIL 13, 1979, FILED FOR RECORD APRIL 30, 1979, AND RECORDED IN DEED BOOK 7230, PAGE 303, AFORESAID RECORDS. [AFFECTS SUBJECT PROPERTY - BLANKET IN NATURE]
 - EASEMENT FROM CHARLES SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED JUNE 15, 1982, FILED FOR RECORD JUNE 29, 1982, AND RECORDED IN DEED BOOK 8168, PAGE 448, AFORESAID RECORDS. [MAY OR MAY NOT AFFECT SUBJECT PROPERTY - CONTAINS NO PLOTTABLE DESCRIPTION]
 - EASEMENT FROM CHARLES W. SEAGRAVES JR. TO GEORGIA POWER COMPANY, DATED AUGUST 4, 1983, FILED FOR RECORD DECEMBER 7, 1983, AND RECORDED IN DEED BOOK 8758, PAGE 277, AFORESAID RECORDS. [AFFECTS SUBJECT PROPERTY - REFERS TO A GUY WIRE AND SERVICE POLE THAT HAS NO PLOTTABLE DESCRIPTION]
 - MATTERS AS SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 17, PAGE 112, AFORESAID RECORDS.

PROPERTY ADDRESS
5810 ROSWELL RD
SANDY SPRINGS, GA

SITE AREA
PARCEL: 17 009000020615
38,586 SQ FT
0.886 ACRES

PARKING
VISIBLE STANDARD SPACES: 36
VISIBLE HANDICAP SPACES: 0
TOTAL: 36



- NOTES**
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE TITLE BLOCK. SAID USE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT EXPRESS PERMISSION BY THE SURVEYOR NAMING SAID PERSON.
 - THE PROJECT HORIZONTAL DATUM IS RELATIVE TO THE NORTH AMERICAN DATUM 1983 (NAD83). 2011 ADJUSTMENT, PROJECTED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE. THE VERTICAL DATUM IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) USING THE NATIONAL GEODETIC SURVEY (NGS) GEOID 2012A.
 - ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER), UNLESS NOTED OTHERWISE.
 - INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURE IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURE NOT SHOWN MAY BE ENCOUNTERED. THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.
 - THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED DURING THE FIELDWORK FOR THIS SURVEY.
 - THERE WAS NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT-OF-WAY, STREET OR SIDEWALK REPAIR OBSERVED DURING THE FIELDWORK FOR THIS SURVEY.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AND IS DEPICTED AS ZONE "X" AS DEFINED BY THE F.E.M.A FLOOD INSURANCE RATE MAP OF FULTON COUNTY, GEORGIA AND INCORPORATED AREAS MAP NUMBER 13121C014F, EFFECTIVE DATE 9/18/2013.

- PLAT REFERENCES**
- A SURVEY OF 5788 ROSWELL ROAD, 5810 ROSWELL ROAD AND 216 ALLEN ROAD (McCLUNG SURVEYING SERVICES, INC) PREPARED BY McCLUNG SURVEYING SERVICES, DATED 9/11/13
 - A SURVEY OF A PROPERTY PLAT OF THE PLAZA AT CITY SPRINGS, ROSWELL ROAD AND CLIFTWOOD DRIVE (AS RECORDED IN FULTON COUNTY RECORDS: BOOK 408 PAGE 42) PREPARED BY ATWELL GROUP, DATED 11/15/17

NOTE: DESCRIPTIONS OF PROPERTY ARE THE SAME AS REFERRED TO IN TITLE COMMITMENT NUMBER NCS-1098504, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY EFFECTIVE DATE OF 11/9/21

DESCRIPTION OF PROPERTY
PARCEL: 17 009000020615
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO A POINT; THENCE SOUTH 89 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 212.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) SOUTH 01 DEGREE 28 MINUTES 32 SECONDS WEST, A DISTANCE OF 184.30 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 38,586 SQUARE FEET OR 0.886 ACRES.

DESCRIPTION OF PROPERTY
PARCEL: 17 009000020994
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT AND THE POINT OF BEGINNING;
THE POINT OF BEGINNING THUS BEING ESTABLISHED:
CONTINUE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) SOUTH 89 DEGREES 32 MINUTES 6 SECONDS EAST, A DISTANCE OF 111.70 FEET TO A 5/8 INCH REBAR AND CAP FOUND AT THE NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) AND THE EASTERLY SIDE OF CLIFTWOOD WAY; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD AND ALONG SAID EASTERLY SIDE OF CLIFTWOOD WAY SOUTH 89 DEGREES 37 MINUTES 37 SECONDS EAST, A DISTANCE OF 182.70 FEET TO A 5/8 INCH REBAR AND CAP; THENCE DEPARTING SAID EASTERLY SIDE OF CLIFTWOOD WAY THENCE NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 110.70 FEET TO A POINT; SOUTH 01 DEGREE 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 20,346 SQUARE FEET OR 0.467 ACRES.

CERTIFICATION
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDING OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 61,983 FEET, AND AN ANGULAR ERROR OF 0.015" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 929.75 FEET. FIELD WORK PERFORMED: 12/9/21 DATE OF PLAT PREPARATION: 12/17/21. EQUIPMENT UTILIZED: LEICA TS12 P 3".
TO:
FIRST AMERICAN TITLE INSURANCE COMPANY
SHELTON MCNALLY REAL ESTATE PARTNERS LLC, A GEORGIA LIMITED LIABILITY COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(B), 7(B-1), 8, 9, 11(B) 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF.

PRELIMINARY 12/17/21
JAIME F HIGGINS, PLS GA 2802 DATE

REVISIONS			
REV #	DATE	DESCRIPTION	REQUESTED BY

2550 HERITAGE COURT, STE 250
ATLANTA, GA 30339
TEL 770.951.2495, FAX 770.770.2496
www.longeng.com



ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR:
FIRST AMERICAN TITLE INSURANCE COMPANY
SHELTON MCNALLY REAL ESTATE PARTNERS LLC, A GEORGIA LIMITED LIABILITY COMPANY PROPOSED
LL 90 - 17TH DISTRICT - FULTON COUNTY - GEORGIA

GEORGIA
REGISTERED
NO. 121721
J. HIGGINS
LAND SURVEYOR
DATE 12/17/21
SURVEY QC: J. HIGGINS
CADD QC: J. HIGGINS
SURVEYED BY: R. VURA
DRAWN BY: D. HUDSON
SHEET
1 OF 1

VICINITY MAP



ZONING INFORMATION

CURRENT ZONING:
CS-3

PROPOSED ZONING:
CS-6

SITE TOTAL AREA:
58,932 SF
1.353 ACRES

BUILDING FOOTPRINT:
LEVEL 1 - 44,083 SF (74.8%)
LEVELS 2-3 - 38,618 SF (65.52%)
LEVELS 4-6 - 34,647 SF (58.79%)

PARKING:
REQUIRED - N/A
PROPOSED - 279 SPACES
0% (ALL SPACES PROVIDED ON PARKING GARAGE
UNDER THE RESIDENTIAL BUILDING AND/OR
UNDERGROUND)

LOT COVERAGE:
REQUIRED (Sec 4.7.1):
85% MAX / 50,092 SF
PROPOSED:
75% / 44,083 SF

PARKING

PROVIDED:

LEVEL 1	19 SPACES
RAMP LEVEL1 TO BASEMENT1	30 SPACES
BASEMENT 1	91 SPACES
RAMP BASEMENT 1 TO BASEMENT 2	33 SPACES
BASEMENT 2	106 SPACES

TOTAL 279 SPACES

REQUIRED:
PARKING REQUIREMENTS (per Sandy Springs GA)

VEHICLE (Per Sec.8.1.3 - City Spring Districts)

Minimum Requirements		
Residential	-	No Minimum required
Retail	-	No Minimum required

Maximum Requirements

Multi-Unit Residential - 1.1 per bedroom
259 bed x 1.1 = 285 spaces

Retail - 4 spaces per 1,000 SF
2,125 SF x .004 = 9 spaces

Total Maximum Vehicle Parking = 294 Spaces

BICYCLE (Per Sec8.1.3 - City Spring Districts & Sec.8.1.2)
Minimum Requirements

Short-Term Bike Parking	
Multi-Unit Residential -	1 per 20 units, 2 min $199 \text{ units} / 20 = 10 \text{ spaces}$
Retail -	1 per 5,000 SF, 2 min $2,125 \text{ SF} = 2 \text{ spaces}$

Long-Term Bike Parking
Multi-Unit Residential - 1 per 10 units
199 units / 10 = 20 spaces
Retail - 1 per 5,000 SF
2,125 SF x .0002 = 1
spaces

Total Minimum Bike Parking
Short-Term Bike Parking = 12 Spaces
Long-Term Bike Parking = 21 Spaces

DESCRIPTION OF PROPERTY

PARCEL: 17 009000020615

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO A POINT; THENCE SOUTH 89 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 212.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) SOUTH 01 DEGREE 28 MINUTES 32 SECONDS WEST, A DISTANCE OF 184.30 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 38,586 SQUARE FEET OR 0.886 ACRES.

DESCRIPTION OF PROPERTY

PARCEL: 17 009000020094

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT AND THE **POINT OF BEGINNING**;

THE POINT OF BEGINNING THUS BEING ESTABLISHED, CONTINUE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) SOUTH 89 DEGREES 32 MINUTES 6 SECONDS EAST, A DISTANCE OF 111.70 FEET TO A 5/8 INCH REBAR AND CAP FOUND AT THE NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) AND THE EASTERLY SIDE OF CLIFTWOOD WAY; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD AND ALONG SAID EASTERLY SIDE OF CLIFTWOOD WAY SOUTH 0 DEGREES 0 MINUTES 37 SECONDS EAST, A DISTANCE OF 182.70 FEET TO A 5/8 INCH REBAR AND CAP; THENCE DEPARTING SAID EASTERLY SIDE OF CLIFTWOOD WAY THENCE NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 110.70 FEET TO A POINT; SOUTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO THE **POINT OF BEGINNING**;

SAID TRACT OR PARCEL CONTAINS 20,346 SQUARE FEET OR 0.467 ACRES.

Community Meeting 1
Mutation Brewing
Tuesday, May 31, 2022 at 6:00 P.M.
5825 Roswell Road
Sandy Springs, Georgia 30328

SIGN-IN SHEET

NAME

ADDRESS

E-MAIL ADDRESS

TELEPHONE NUMBER

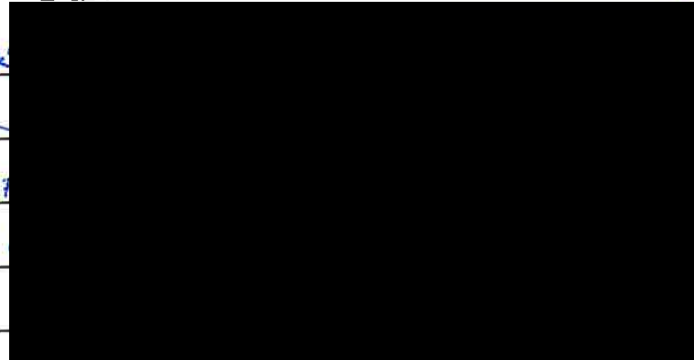
~~PETE HENDRICKS~~ 6085 LAKE FOREST DR.
SUITE 200, S.E. 603 232

RONDA SMITH

~~CHARLES BOND~~

CONOR McNALLY

999 Peachtree St
Atlanta GA 30309



S/GR-IN 3166T
COMMUNITY MEETING 2

1. PEZO HEADLINES (X) 255-5161 - WNT@EGBAND.ORG
2. CONDO MEMBERS (7) 858-3320 CONDO@SANDYSPRINGSCOUNCIL.ORG
3. RONDA SMITH [REDACTED] president@sandy springs council.org
4. CONDO QUALITY STANDARDS FOR POTENTIAL CONVERSION
5. MATTHEW RICHARD (7) 206-1501
6. CHARLES PERRY 404-421-5063
7. VIA Zoom: DAVID MANNE [REDACTED]
8. Andy Rachlin: 832-443-9794
9. Michele McIntosh-Ross [REDACTED]

P CON. REQUEST

CITY COUNCIL - SEPT



5810 Roswell Road Mixed Use

Community Meeting 2 – July 11th 2022



SHELTON MCNALLY

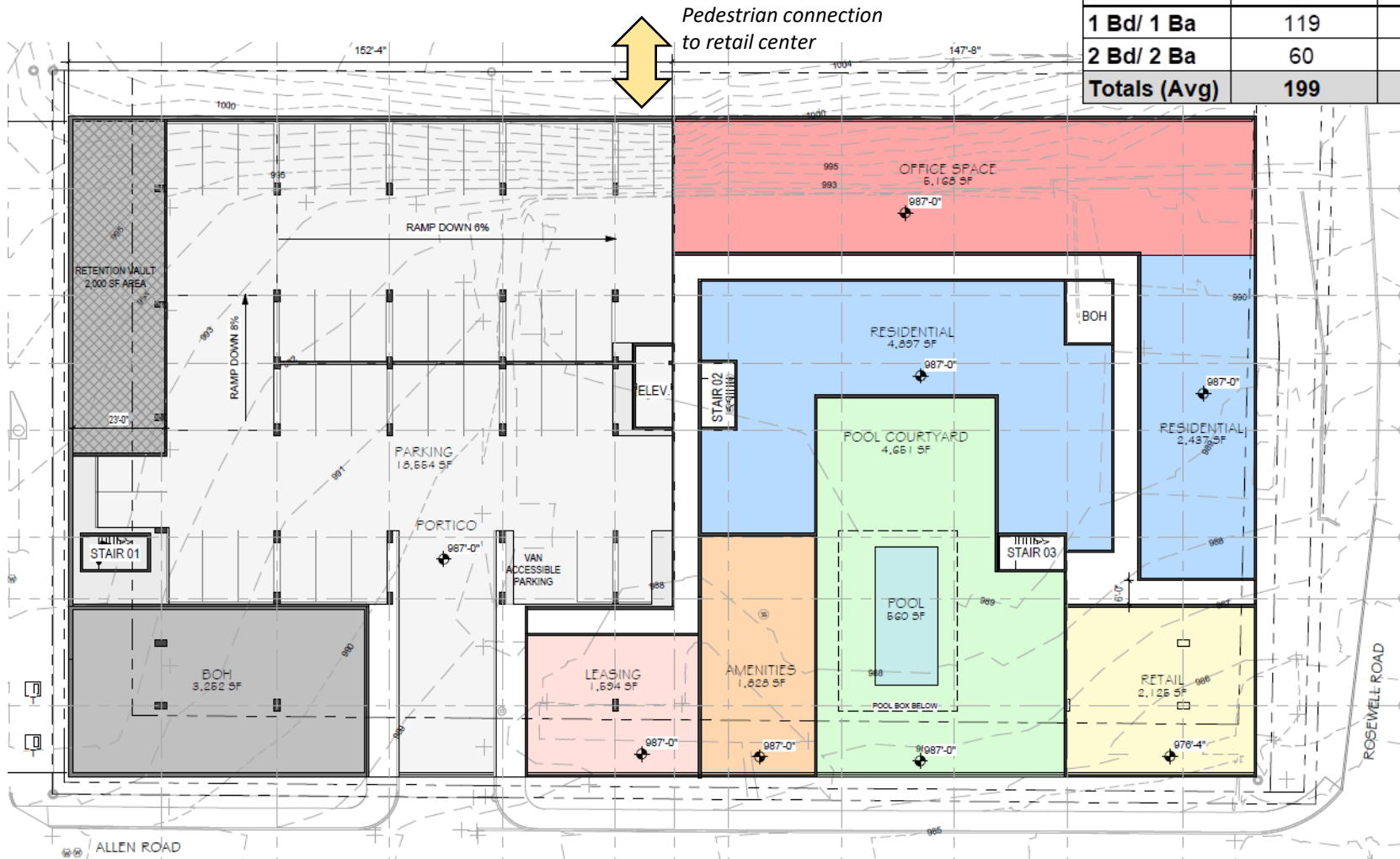
REAL ESTATE PARTNERS



Project Location

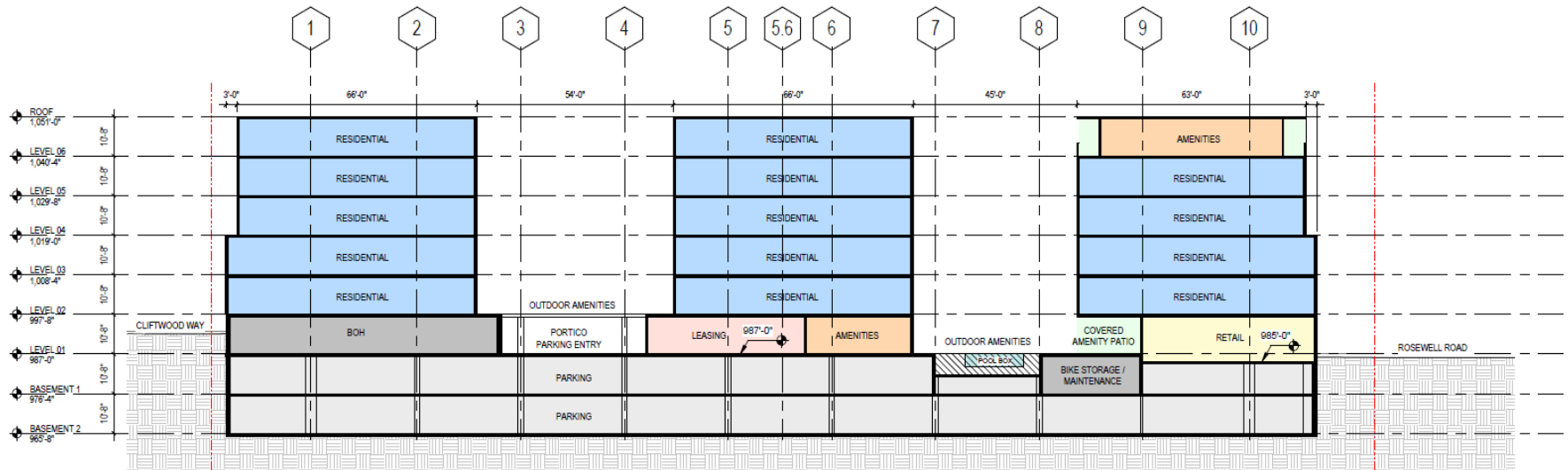


Ground Floor Plan and Unit Table



Unit Summary		
Unit Type	Count	Size (SF)
Studio	20	575
1 Bd/ 1 Ba	119	675
2 Bd/ 2 Ba	60	1,025
Totals (Avg)	199	770

Building Section



3 OVERALL BUILDING SECTION - WEST / EAST

SCALE: 1" = 20'-0"

Rendering



2

VIEW FROM ROSWELL ROAD & ALLEN ROAD CORNER - LOOKING NORTHWEST

SCALE: 1/2" = 1'-0"

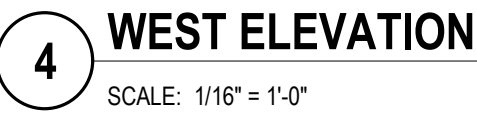
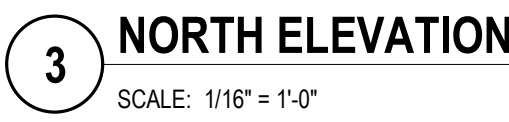
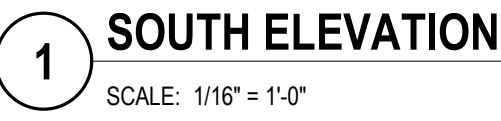
Rendering



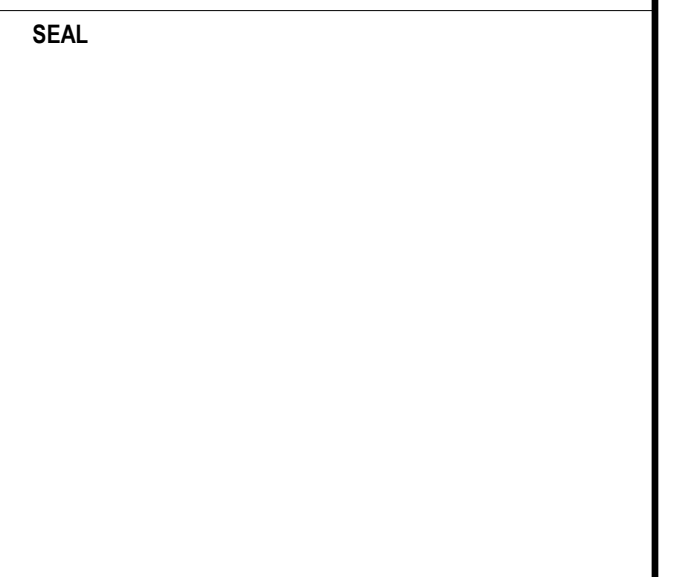
5 VIEW FROM ALLEN RD TOWARDS ROSWELL RD - LOOKING NORTHEAST

SCALE: 1/2" = 1'-0"

[illegible]



SEAL		
PROJECT ROSSELL ROAD 5810 ROSWELL ROAD SANDY SPRINGS, GA FOR SHELTON MCNALLY		
SHEET HISTORY		
ISSUE	DATE	
ISSUE		
DENSITY STUDY		
DATE	2022-05-12	
JOB NUMBER	2115401	
SHEET TITLE	BUILDING ELEVATIONS	
SHEET NUMBER	A4-01	
COMMENTS		



PROJECT

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

[illegible]ISSUE
DENSITY STUDY

DATE	2022-05-12
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JOB NUMBER	2115401
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SHEET TITLE

AXON VIEWS

SHEET NUMBER **A4-02**

COMMENTS



FLAT, TPO
MEMBRANE ROOF

2FT SLAB STEP FOR
RAISED AMENITY CEILING

[illegible]

ISSUE	DENSITY STUDY
DATE	2022-05-12
JOB NUMBER	2115401
SHEET TITLE	AXON VIEWS
SHEET NUMBER	A4-03
COMMENTS	



FLAT, TPO
MEMBRANE ROOF

6FT PROJECTED CANOPY
WITH WOOD UNDERSIDE

2FT SLAB STEP FOR
RAISED AMENITY CEILING

6FT PROJECTED CANOPY

1 SOUTHEAST CORNER

SCALE: 1/16" = 1'-0"

SEAL

PROJECT	
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ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

SHEET HISTORY

[illegible]

ISSUE	
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DENSITY STUDY

DATE _____

2022-05-12

211E401

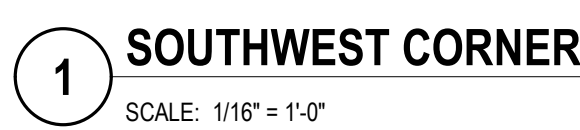
SHEET TITLE

AXON VIEWS

SHEET NUMBER **A404**

A4-04 |

COMMENTS

[illegible]



1 AR - VIEW 01
SCALE: 12" = 1'-0"



2 AR - VIEW 02
SCALE: 12" = 1'-0"

SEAL

PROJECT	
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ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

SHEET HISTORY

[illegible]

ISSUE	
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DATE _____

JOB NUMBER _____

SHEET TITLE

SHEET NUMBER **AD 04**

COMMENTS	
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1 AR - VIEW 03
SCALE: 12" = 1'-0"



2 AR - VIEW 04
SCALE: 12" = 1'-0"

SEAL

PROJECT

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

[illegible]

ISSUE

DENSITY STUDY

DATE 2022-05-12

JOB NUMBER 2115401

SHEET TITLE

ARCHITECTURAL RENDERING

SHEET NUMBER	AR-02
COMMENTS	

Anspach, Matthew

From: Sandy Springs GIS
Sent: Tuesday, August 9, 2022 7:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0004

Case ID: RZ22-0004

Time Submitted: 20220808234202.026000

Citizen Name: Jonathan Cuevas

Citizen Email: [REDACTED]@com

Citizen Phone:

Citizen Address: 185 cliftwood dr ne Sandy springs GA 30328 Apt 152

Comment: Hello I'm a resident of Sandy springs live here for the past 5 years I live at the cliftwood apartment complex, all I have to say is that to please be considered with the construction noise we have been dealing with the road construction of 285 for the past 2 years dump trucks driving down Allen rd NE past midnight extremely noisy, and now with future plans of construction and rent prices going up me and few other neighbors have grown frustrated with the situation. I am all for development but just be mindful of the residents please.

This e-mail message (including any attachments) is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message (including any attachments) is strictly prohibited. If you have received this message in error, please contact the sender and destroy all copies of the original message (including attachments). The City of Sandy Springs is a public entity subject to the Official Code of Georgia Annotated §§ 50-18-70 to 50-18-76 concerning public records. Email is covered under such laws and thus may be subject to disclosure.

Sandy Springs Public Comment Card

Meeting Type *

Planning Commission

The City's public meetings are held at City Hall and live-streamed via Zoom.

Those wishing to provide public comment can do so through one of two options:

- **In-person comment:** An individual can choose to address the commission body in-person during the meeting. In-person speaker requests must be submitted to the City Clerk in advance of the start of the meeting.
- **Audio conference via Zoom:** Audio conference speakers must register to speak by noon on the day of the meeting. Speakers must sign into the Zoom meeting using the name, phone number and email address used to register for the Zoom meeting. When their name is called, the speaker will be allowed to unmute their microphone to provide the public comment. If there is no response, the City Clerk will move on to the next speaker.

Please complete the form below to submit your comment and indicate your presentation preference.

Name *

Troy

First

Schulman

Last

Address *

114 Silverwood Rd

Street Address

Address Line 2

Atlanta

City

GA

State/Region/Province

30342

Postal / Zip Code

Phone *

Email *

Name of Group

silverwood neighborhood

If speaking as an elected or appointed representative of a group (such as a HOA).

Sandy Springs Public Comment Card

Meeting Date *

05/18/2022

MM/dd/yyyy

Visit spr.gs/pm for a list of upcoming meetings

Type of Comment *

General Public Comment

How would you like to present your Public Comment? *

I will attend the meeting via Zoom Video Conferencing

Subject *

School zoning

Sandy Springs Public Comment Card

Meeting Type *

Planning Commission

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Please complete the form below to submit your comment and indicate your presentation preference.

Name *

William

First

Preston

Last

Address *

124 Silverwood Rd

Street Address

Address Line 2

Atlanta

City

GA

State/Region/Province

30342

Postal / Zip Code

Phone *

Email *

Name of Group

If speaking as an elected or appointed representative of a group (such as a HOA).

Sandy Springs Public Comment Card

Meeting Date *

05/18/2022

MM/dd/yyyy

Visit spr.gs/pm for a list of upcoming meetings

Type of Comment *

General Public Comment

How would you like to present your Public Comment? *

I will attend the meeting via Zoom Video Conferencing

Subject *

5180 Roswell Rd