



SANDY SPRINGS

GEORGIA

PLANNING COMMISSION

Reed Haggard, Chair

Robin Conklin

Elizabeth Kelly

Dave Nickles

Andy Porter

Andrea Settles

Karen Trylovich

Wednesday, January 18, 2023

Regular Meeting

6:00 p.m.

The Planning Commission meeting will be held in the Studio Theatre at Sandy Springs City Hall
(1 Galambos Way, Sandy Springs, GA 30328).

Live-stream: Public Meeting Portal (CivicClerk): <https://sandyspringsga.civicclerk.com>
Zoom Webinar: <http://spr.gs/pcmeeting>

Teleconference: Phone: (646) 558-8656 Webinar ID: 818 0393 5386

Public Comment: <http://spr.gs/publiccomment>

I. Call to Order

II. Roll Call and General Announcements

III. Approval of Meeting Agenda

IV. Approval of Meeting Minutes

A. PC2023-001 December 21, 2022 Meeting Minutes

V. Cases

A. PC2023-002 RZ22-0006, 111 Mount Paran Road – Applicant is requesting a Zoning Map Amendment (Rezoning) from Residential Estate – 1 acre minimum (RE-1) to Residential Detached – 18,000 square feet minimum (RD-18) and RD (Residential Detached) – 27,000 square feet minimum (RD-27).

(Presented by LaQuita Williams, Planner I)

B. PC2023-003 TA23-0001 – ***Deferred*** An Ordinance to amend Development Code Section 9.6.3. Standards, Section 9.3.8. Administration, and Division 12.2. Defined Terms.

(Presented by Matthew Anspach, Senior Planner)

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



SANDY SPRINGS

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VI. Ongoing Business

VII. New Business

A. **2023PC-004** Election of Officers

VIII. Adjournment

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

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

Meeting of the Sandy Springs Planning Commission was held on December 21, 2022 at 6:00 p.m.
Chair Reed Haggard presiding.

I. Call to Order

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

II. Roll Call and General Announcements

Members Present: Chair Reed Haggard, Vice Chair Andy Porter, Member Dave Nickles, Member Andrea Settles, Member Karen Trylovich, Member Elizabeth Kelly.

Members Absent: Member Robin Conklin

III. Approval of Meeting Agenda

Motion and vote. A motion was made by Member Elizabeth Kelly, seconded by Member Karen Trylovich, to approve the meeting agenda for December 21, 2022. The motion carried by unanimous vote.

IV. Approval of Meeting Minutes

A. November 16, 2022 Meeting Minutes

Motion and vote. A motion was made by Member Andrea Settles, seconded by Member Elizabeth Kelly, to approve meeting minutes for November 16, 2022. The motion carried by unanimous vote.

V. Cases

- A. **PC22-0006 TA22-0007 – Complete Street Policy** – An Ordinance to amend Development Code Section 10.1.1. Purpose and Intenet of Article 10. – Streets & Improvements, to Include a Complete Street Policy.

(Presented by Catherine Mercier-Baggett, Sustainability Manager)

There being no public comments, Chair Reed Haggard closed the public hearing.

Motion and vote. A motion was made by Member Andrea Settles, seconded by Member Elizabeth Kelly, to approve case **TA22-0007- Complete Street Policy** -An Ordinance to amend Development Code Section 10.1.1. Purpose and Intenet of Article 10. – Streets & Improvements, to Include a Complete Street Policy. The motion carried by a unanimous vote.

- B. **PC22-0007 TA22-0009** – An Ordinance to amend Development Code Section 1.2.1. District Established and section 10.3.1. Blocks.

(Presented by Matthew Anspach, Senior Planner)

Meeting of the Planning Commission – Meeting Minutes
Studio Theatre, Sandy Springs City Hall via Live Webinar and Teleconference
December 21, 2022 at 6:00 p.m.
Page 2 of 2

There being no public comments, Chair Reed Haggard closed the public hearing.

Motion and vote. A motion was made by Member Elizabeth Kelly, second by Member Dave Nickles, to approve case **TA22-0009** – An Ordinance to amend Development Code Section 1.2.1. District Established and section 10.3.1. Blocks. The motion carried by a unanimous vote.

VI. Ongoing Business

There were no ongoing business items.

VI. New Business

There were no new business items.

VIII. Adjournment

Motion and vote. A motion was made by Member Andrea Settles, seconded by Member Elizabeth Kelly, to adjourn the meeting at 6:18 pm. The motion carried by unanimous vote.

Approved by: January 18, 2023

Reed Haggard, Chair

Planning & Zoning Clerk



SANDY SPRINGS

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P&Z STAFF REPORT

Planning Commission Meeting, January 18, 2023

Case: **RZ22-0006 – 111 Mount Paran Road**
Staff Contact: LaQuita Williams (lwilliams@sandyspringsga.gov)
Report Date: January 9, 2023

REQUEST

Request for a Zoning Map Amendment (Rezoning) of 111 Mount Paran Road from Residential Estate- 1 acre minimum (RE-1) to Residential Detached- 18,000 square feet minimum (RD-18) and Residential Detached- 27,000 square feet minimum (RD-27).

APPLICANT

Property Owner:	Petitioner:	Representative:
Estate of Terry Puckett, Susan Sellers, Executor	Design-Construction by Craftmaster	Ed Levin

SUMMARY

The Applicant requests a Zoning Map Amendment at **111 Mount Paran Road (Parcel(s) # 17 0120 LL0224)** from RE-1 (Residential Estate, 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) zoning district and RD-18 (Residential Detached, 18,000 square foot minimum).

RECOMMENDATION

Department of Community Development

Staff recommends **Denial** of **Zoning Map Amendment (Rezoning)** RZ22-0006.

MATERIALS SUBMITTED AND REVIEWED**Materials:**

1. Application, received October 10, 2022

Plans:

1. "Revised Plans," prepared by Site Works Surveys and Planning, prepared by Ronald E. Gudger, dated October 24, 2022, received October 31, 2022

PROPERTY INFORMATION

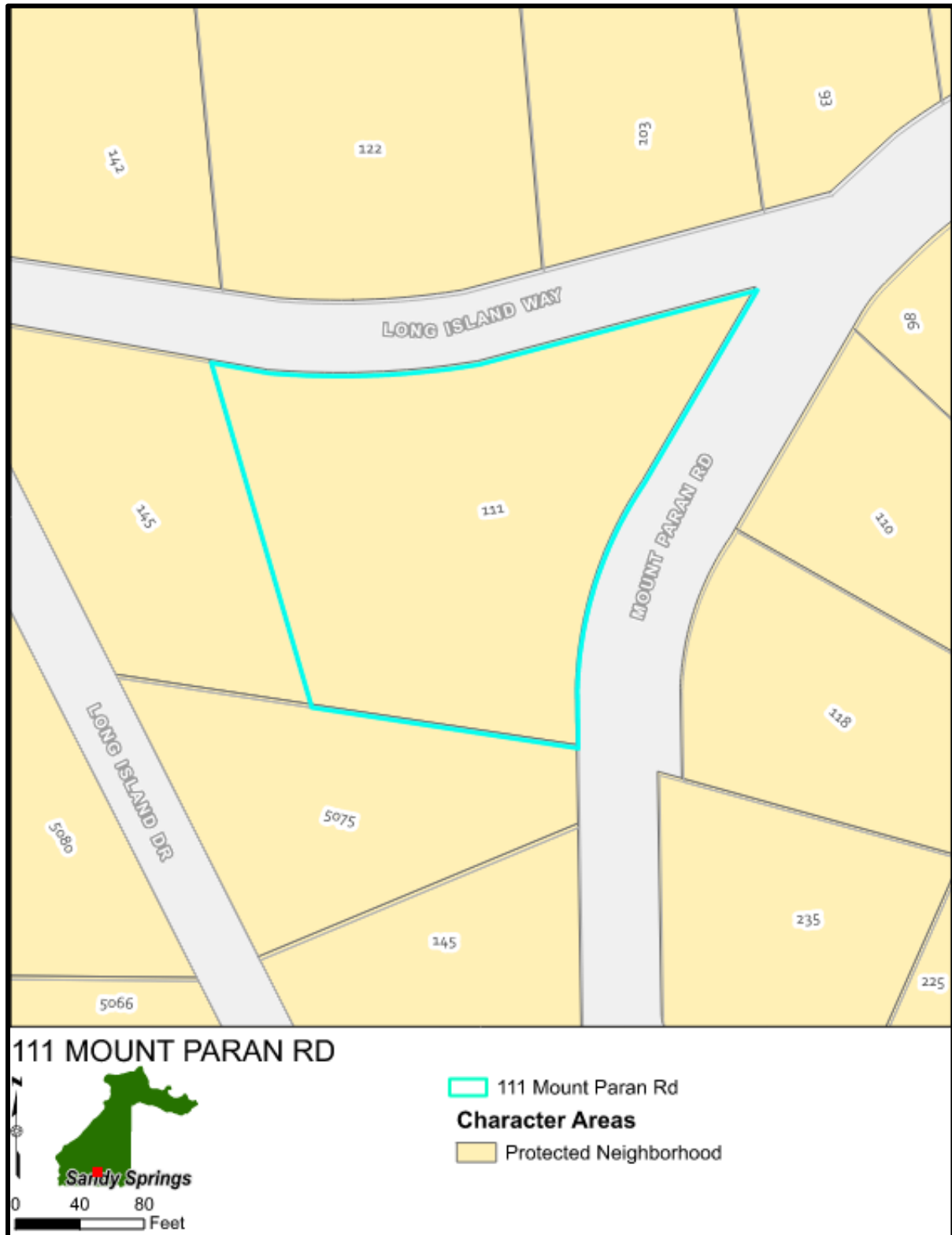
Location:	111 Mount Paran Road (Parcel # 17 0120 LL0224)
Council District:	6- Andy Bauman
Road frontage:	Approximately 346 feet of frontage on Long Island Way and approximately 313 feet of frontage on Mount Paran Road NW
Acreage:	Approximately 1.04 acres
Current Zoning:	RE-1 (Residential Estate – 1 acre minimum)
Existing Land Use:	Single Family home
Previous Zoning Case/Cases:	N/A
Character Area:	Protected Neighborhood

PROCESS

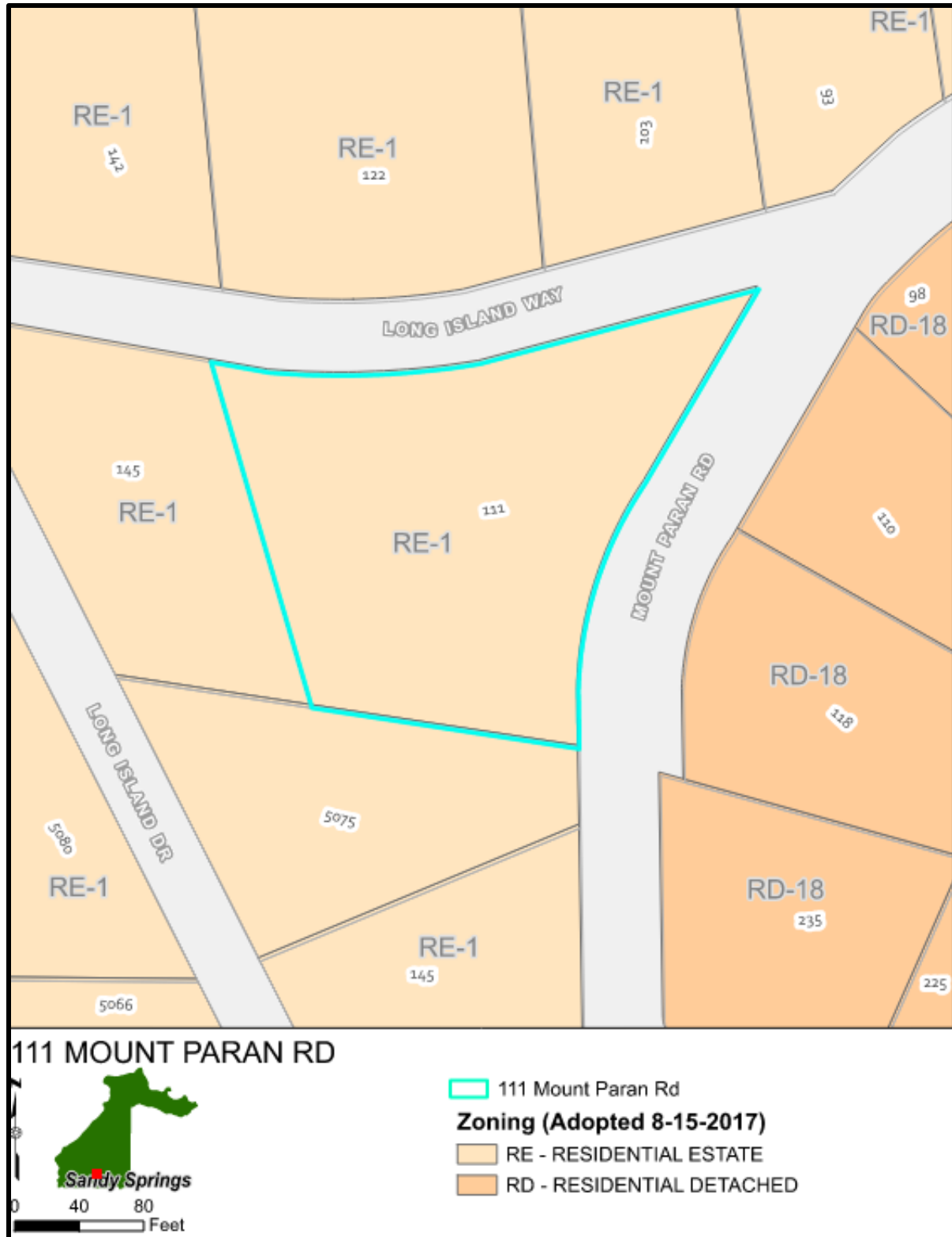
Initial Community Meeting (CMI): October 25, 2022	Second Community Meeting (CMII): December 1, 2022	Planning Commission Hearing: January 18, 2023	Mayor and City Council Hearing: February 21, 2023
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EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
Northwest	Protected Neighborhood / RE-1 / Single unit detached residence	142 Long Island Way	1.01 acres
North	Protected Neighborhood / RE-1 / Single unit detached residence	122 Long Island Way	0.99 acres
Northeast	Protected Neighborhood / RE-1 / Single unit detached residence	103 Long Island Way	1.19 acres
Northeast	Protected Neighborhood / RE-1 / Single unit detached residence	93 Mount Paran Road NW	1.19 acres
East	Protected Neighborhood / RD-18 / Single unit detached residence	98 Mount Paran Road NW	0.84 acres
East	Protected Neighborhood / RD-18 / Single unit detached residence	110 Mount Paran Road NW	0.87 acres
East	Protected Neighborhood / RD-18 / Single unit detached residence	118 Mount Paran Road NW	0.84 acres
Southeast	Protected Neighborhood / RD-18 / Single unit detached residence	235 Helmsley Drive	0.54 acres
South	Protected Neighborhood / RE-1 / Single unit detached residences	5075 Long Island Drive	0.83 acres
West	Protected Neighborhood / RE-1 / Single unit detached residences	145 Long Island Drive	0.88 acres
PROPOSED DEVELOPMENT	Protected Neighborhood / RD-27 & RD-18 / Single unit detached residences	111 Mount Paran Road NW	1.04 acres

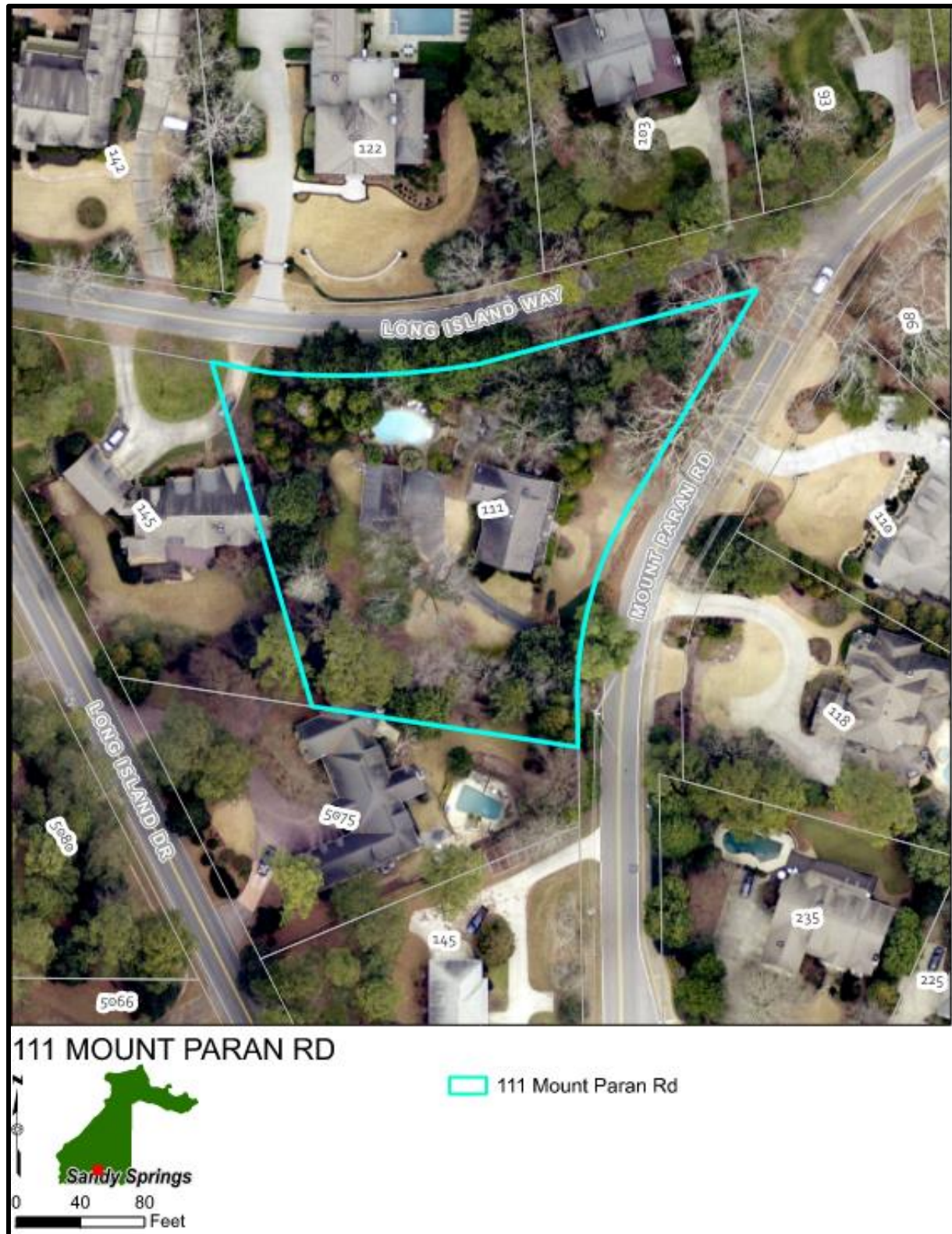
CHARACTER AREA MAP

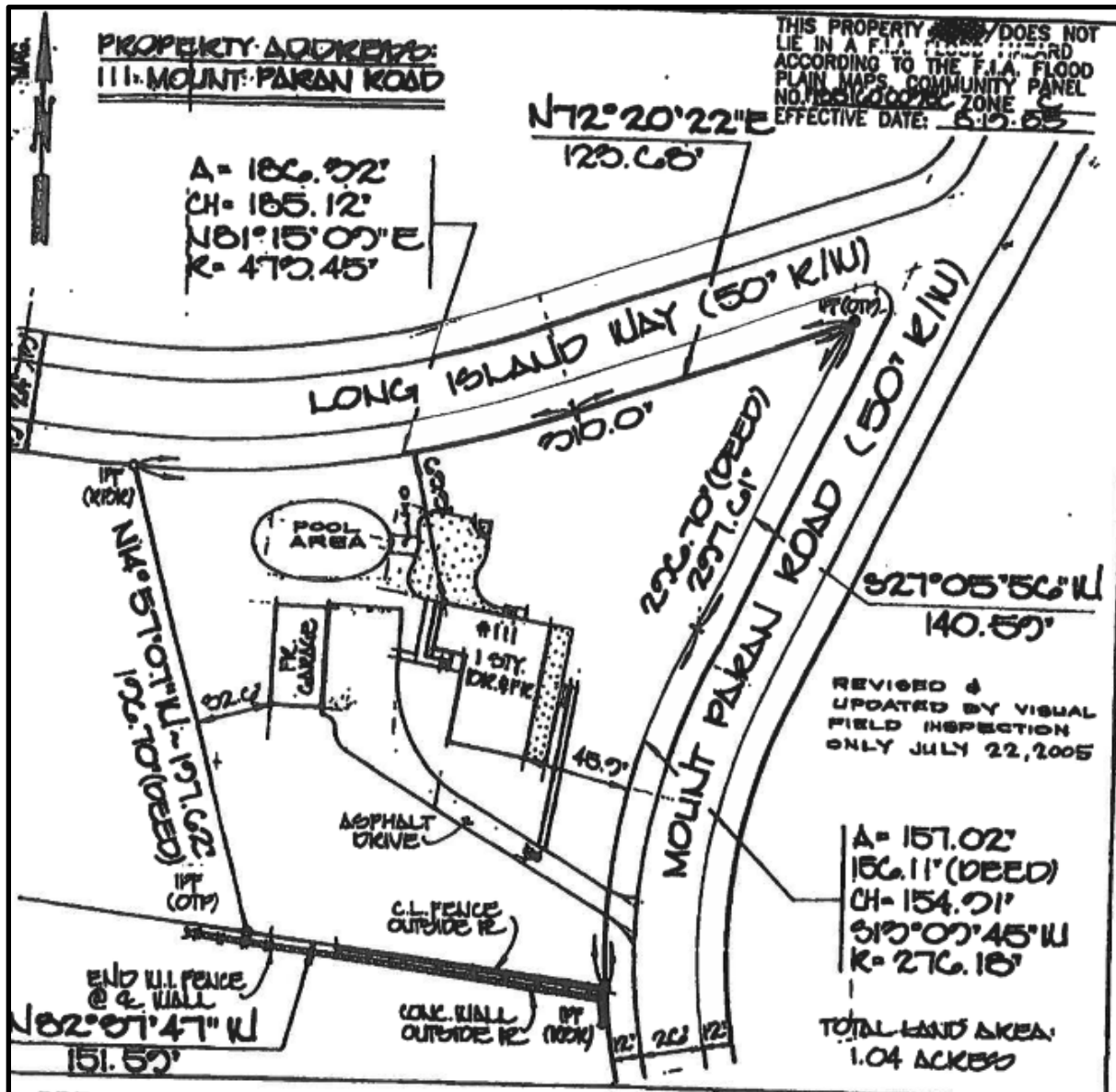


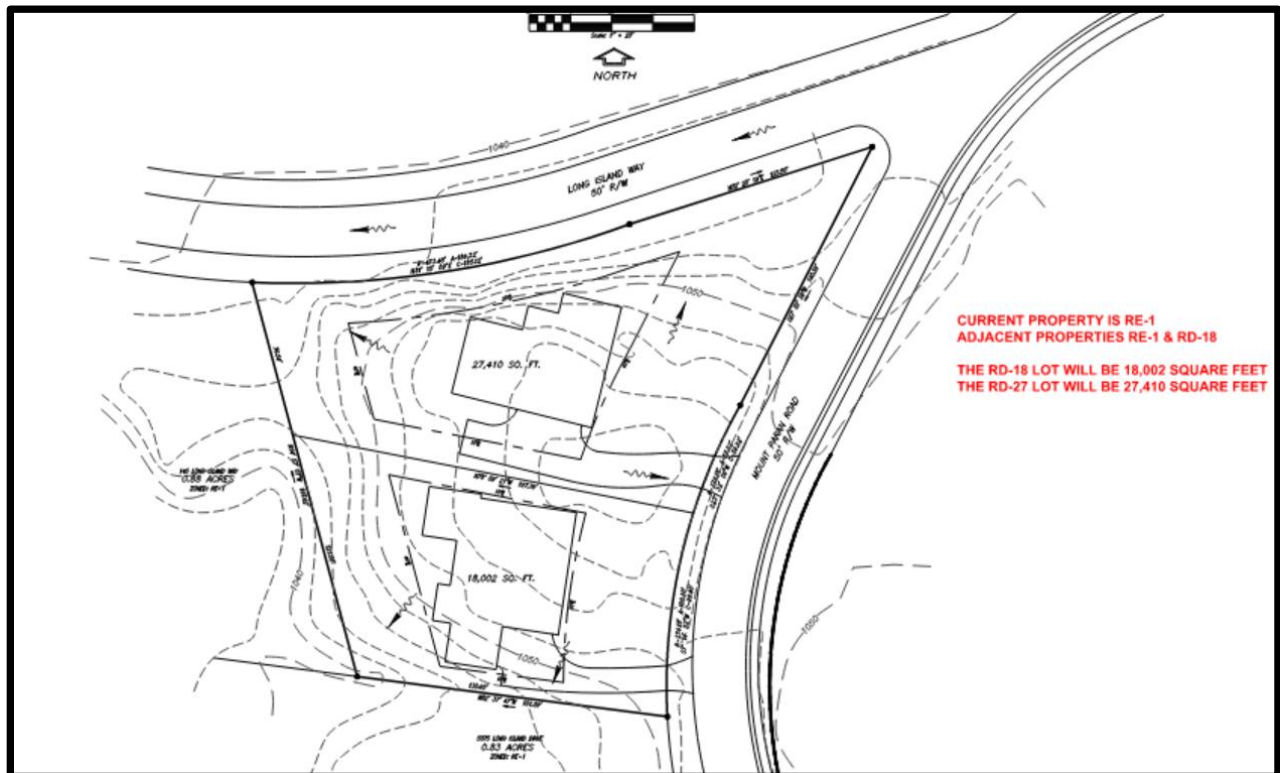
ZONING MAP



AERIAL IMAGE







EXISTING DEVELOPMENT

The 1.04-acre subject property is developed with a one-story ranch style home (currently vacant). The site also includes a detached two-car garage/carport in the rear, and a pool. According to Fulton County's records, the house and carport were built in 1920, and the pool was installed in 1998. The property is one of four Residential Estate (RE-1) lots which form an island surrounded by three streets: Long Island Drive NW, Long Island Way NW, and Mount Paran Road NW. All four lots are larger than 36,000 square feet with the largest lot being the subject lot at 57,935 square feet.

Surrounding the island of lots neighboring the subject site, to the north, south, and west are properties also all zoned RE-1; most of which were development in the 1940's and 1950's. To the east and southeast, on the opposite side of Mount Paran Road are two subdivision neighborhoods zoned RD-18, the Helmsley Place and Paran Oaks Court. These subdivisions were platted more recently, in December 1987 and developed in the 1990's before Sandy Springs became a city. The lots which range in size from 18,000 square feet all the way up to nearly nine tenths of an acre, were all zoned R-3 under Fulton County's zoning. The R-3 zoning designation, was most consistent with today's Sandy Springs RD-18 zoning, and therefore those lots transitioned to RD-18 in the 2017 Citywide rezoning. Both subdivisions include exterior facing perimeter lots, and interior facing lots on a cul-de-sac. The lots that are exterior facing, and are opposite to the subject property, are larger than 27,000 square feet (compatible with RD-27), serving as a tolerant transition in size and character closer to larger RE-1 lot neighborhood of the subject property.

Note: The RD-18 zoned parcels closest to the subject property are slightly larger than 30,000 square feet, making them larger than the minimum lot size for RD-27 lots. There are no RD-27 zoned properties adjacent to the subject property.



Existing single-family home on subject property

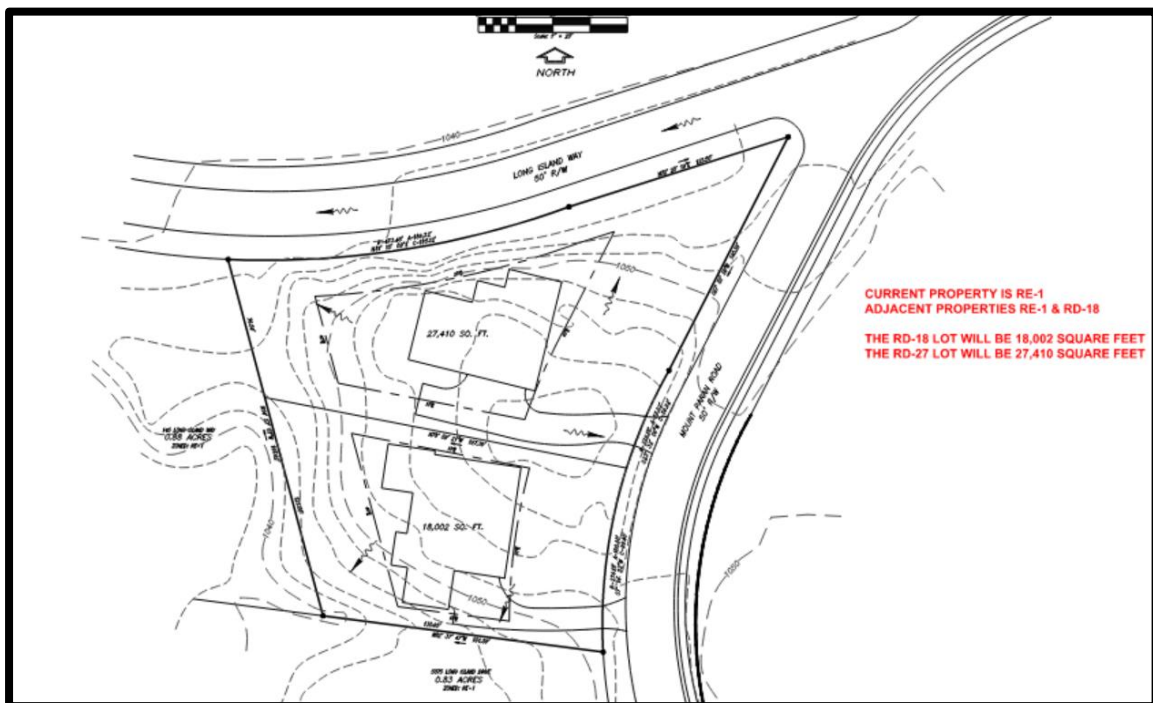


Current two car garage/carport in the rear of subject property

PROPOSED DEVELOPMENT

The proposed rezoning includes subdividing the 1.04-acre lot into two (2) lots, each with a different Protected Neighborhood zoning classification— from the current RE-1 (Residential Estate— 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) and RD-18 (Residential Detached, 18,000, square foot minimum) zoning districts. The proposed RD-18 lot would be 18,002 square feet and the RD-27 lot would be 27,410 square feet respectively.

Typically, no site plan is required for a Zoning Map Amendment (rezoning). The goal with Zoning Map Amendments is to consider the proposed zoning and land use change, rather than the specifics of a future development. However, in this case with the unique nature of the request (two zoning districts/two lots), specification and delineation are necessary. The following site plan shows the lot split and possible home and site layout as a concept that has been considered by the applicant.



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, nor does it meet the challenge of some changing condition, trend, or fact. The current zoning of the property (RE-1) is consistent with its historical zoning in Sandy Springs (R-2). It is also consistent with the lot's size (between 1 and 2 acres).

The proposal would not meet the challenge of a changing condition, trend, or fact. The area has not seen any changes to its character in terms of size of lots in many decades. The most recognizable character traits of the area are its large lots, dense tree canopy, and general conservation of the lot layout, particularly concerning the lots on the more northern side of Mount Paran Road. It is Staff's opinion that the character of the area is its conserved appearance and layout.

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

Finding: The proposed Zoning Map Amendment does not substantially conform with The Next Ten Comprehensive Plan. *The Next Ten* prioritizes redevelopment that achieves a "distinct sense of place" (pg.76 *The Next Ten*). Given the location, splitting this large lot into two smaller lots is out of character with the surrounding neighborhoods and is deviating from the existing appeal of the area. Additionally, a key policy that *The Next Ten* emphasizes is to "limit change within existing single-family neighborhoods". The most recent change was the development of Helmsley Place and Paran Oaks Court to the east of the subject property in the 1990's long before the incorporation of Sandy Springs; and with that development, the resulting parcels along Mount Paran Road (zoned RD-18), closest to the subject property, are larger than each of the two (2) proposed split lots, thus the proximity of these RD-18 zoned properties should not be viewed as precedent setting.

It is Staff's view; the amendment request, while not a drastic departure from conformance with the Next Ten- the proposed lots would still be of the Protected Neighborhood Character, and single unit residential detached- the proposal is unwarranted and would not be substantially in line with the Next Ten policy to limit change "within" single family neighborhoods as it would be a departure from the existing and historical zoning of the overall neighborhood.

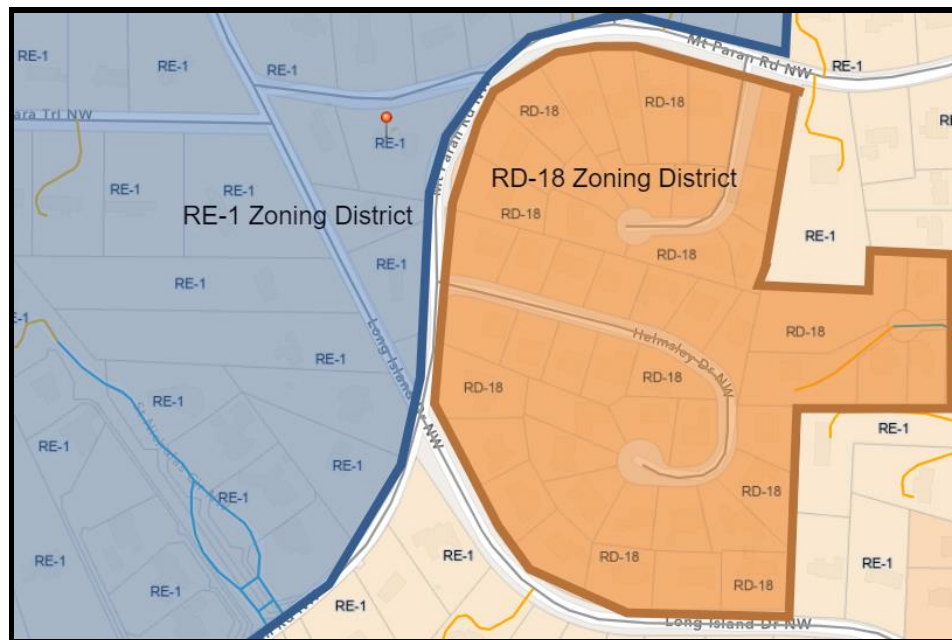
3. *The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code.*

Finding: The proposed Zoning Map Amendment does conform with the stated purpose and intent of the Development Code as the residential nature of the permitted uses would not be altered. However, in general, *The Next Ten* discourages rezoning that intensifies the density within single unit neighborhoods which this proposal does by adding the potential for another single unit home on a smaller lot. At least one of the zoning categories that is being requested (RD-27), does not appear in the vicinity of the subject property and can be considered spot zoning. This is not in conformance with *The Next Ten* which is intended to be a guide for the Development Code.

4. <i>The Zoning Map Amendment will reinforce the existing or planned character of the area.</i> Finding: The proposed Zoning Map Amendment will generally be consistent with the existing or planned character of the area. The current and proposed character area is Protected Neighborhood. However, at the specific site, within an existing residential neighborhood, the density would be increased, and not supported by neighboring properties of similar size.
5. <i>The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.</i> Finding: The subject property is appropriate for the use nature allowed in the proposed district as it is the same as the existing allowance, single unit detached residential. It should be noted that the lot coverage allowance for the current lot as two (2) individual lots (proposed) would increase by nearly 27%. Also of note, is the change in setbacks. The existing RE-1 lots would be adjacent to the proposed RD-18 lot with reduced setbacks from fifteen (15) feet to ten (10) feet at the side, from forty (40) feet to thirty-five (35) feet in the rear, and from sixty (60) feet to fifty (50) feet in the front. Staff sees these facts as making the property inappropriate when considering the goal to limit change within existing single-family neighborhoods, used as a criterion for the character of the neighborhood.
6. <i>There are substantial reasons why the property must not be used according to the existing zoning.</i> Finding: It is Staff's view that there are no substantial reasons for why the property must not be used according to the existing zoning.
7. <i>There is a need for the proposed use at the proposed location.</i> Finding: It is Staff's view that there is a need for the proposed use at the proposed location. However, the use is not in question as the property is already permitted for the use under the current zoning designation.
8. <i>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.</i> Finding: Staff does not anticipate changes in the ability of the City and other service providers to provide sufficient public facilities and services, or any lapses in maintaining sufficient levels of services to existing development.
9. <i>The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation.</i> Finding: Staff does anticipate that the proposal will impact the natural environment. There would be by default, a reduction in existing tree canopy and an increase of impervious surfaces. As mentioned previously, the lot coverage allowance for the current lot as two (2) individual lots (proposed) would increase by nearly 27%. It is Staff's view that the proposed Zoning Map Amendment will impact the natural environment and vegetation, but can be mitigated.

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

Finding: Staff does believe that the proposed Zoning Map Amendment would have a substantially adverse impact on property in the vicinity of the subject properties. As evidenced via the Existing Land Uses and Zoning of Property in the Vicinity Table on page 3 and the Zoning Map below, all of the parcels in the vicinity of the subject properties north of Mount Paran Road are zoned similarly with larger lot sizes. One of the proposed zoning categories being requested, RD-27, does not exist in the vicinity of the subject property, and could be considered a spot zoning, which goes against the City's zoning policy. Allowing spot zoning could set precedent that would adversely affect the neighborhood in the future.



The proposed Zoning Map Amendment would create two smaller lots when compared to the adjacent and surrounding properties. The largest lot to be proposed is 27,410 square feet. The property immediately to the south of the subject lot would be negatively impacted from this proposal in that it would effectively decrease the neighboring side setback line from fifteen (15) feet to ten (10) feet.

It is Staff's view that the proposed Zoning Map Amendment will have adverse impacts on property neighboring to and in the vicinity of the subject property.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

If subdivided, parcels should be required to share a driveway. Frontage improvements should be implemented per the Development Code.

Sandy Springs Transportation Engineer:

Mount Paran Road is classified as a Minor Arterial Street with AADT>4900 vehicles per day. If approved, Transportation would recommend access be obtained only through joint use easement/driveway from Long Island Way.

Sandy Springs City Engineer:

Stormwater requirements including design storm attenuation will be required for development of each lot individually.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

Adherence to Section 8.2.3, Division 9.3, and Section 9.4.2.G of the Sandy Springs Development Code will be required for each lot.

Sandy Springs Sustainability Manager:

The additional house would cause a reduction in tree canopy with tree removal, and create additional impervious surfaces that would increase stormwater runoff if not mitigated. However, building on an already developed lot is environmentally preferred than greenfield development.

Sandy Springs Site:

Stormwater requirements including design storm attenuation will be required for development of each lot individually.

Sandy Springs Fire Marshal:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Public Services and Utilities:

No comment provided.

PUBLIC PARTICIPATION

Community Meeting I

There were 18 in person and virtual attendees, including the applicant's team and the President of Sandy Springs Council of Neighborhoods (SSCN) held on October 25, 2022. Questions and topics discussed included the appropriateness of split zoning and spot zoning and the impact to the tree canopy.

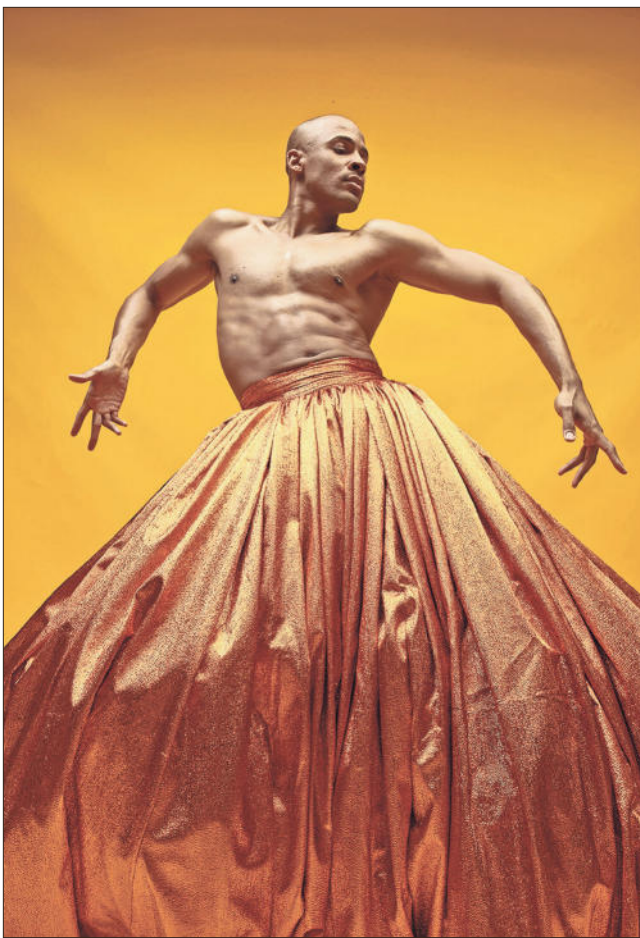
Community Meeting II

There were 21 in person and virtual attendees, including the applicant's team and the President of SSCN held on December 1, 2022. Questions and topics discussed included the neighbors' market value, surrounding lot sizes, and the character and nature of the neighborhood.

Correspondence Received

At the time of this draft, there were eleven (11) public comments in opposition.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION
Following review, and based on the findings, Staff recommends Denial of Zoning Map Amendment RZ22-0006, request for a Zoning Map Amendment of 111 Mount Paran Road from the RE-1 (Residential Estate, 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) zoning district and RD-18 (Residential Detached, 18,000, square foot minimum) zoning district. Should the Commission wish to recommend approval of this request, staff recommends the following condition: • Both new parcels must share a driveway/easement accessed from Long Island Way



Special Photo: Dario Calmese

Led by Artistic Director Robert Battle, the 2023 Atlanta engagement will showcase the passionate spirit and extraordinary technique of Ailey's dancers, including Yannick Lebrun (pictured).

Alvin Ailey American Dance Theater brings tales of transcendence to Fox Theatre

By Elizabeth Nouryeh-Clay
@NouryehNeighbor

Metro-Atlanta residents will once again be able to witness the storytelling of Alvin Ailey American Dance Theater at the Fox Theatre Feb. 16 through 19, 2023.

Led by Artistic Director Robert Battle, the 2023 Atlanta engagement will showcase the passionate spirit and extraordinary technique of Ailey's dancers in five exciting performances featuring premieres, new productions and repertory favorites.

The inspiring finale of all programs will be Alvin Ailey's must-see American masterpiece "Revelations," acclaimed around the world for sending hearts soaring and lifting audiences to their feet. Since its debut in 1960, "Revelations" has been seen by more people around the world than any other modern dance work moving audiences with its powerful storytelling and soul-stirring music, evoking timeless themes of determination, hope and transcendence.

Springing from Ailey's childhood memories of growing up in the south and attending services at Mount Olive Baptist Church in Texas, "Revelations" pays homage to the rich cultural heritage of the African-American and explores the emotional spectrum of the human condition.

To help introduce young audiences to the magic of Ailey during Black History Month, a school-time performance Feb. 17, at 10:30 a.m. will engage and enlighten Atlanta students. The hour-long program, moderated by one of the dancers, will give young audiences a peak behind the scenes into the world of dance and introduces young audiences to the magic of Alvin Ailey's must-see masterpiece, "Revelations."

In 1958, Alvin Ailey and a small group of dancers took the stage in New York and forever changed American dance and culture. One of the country's groundbreaking greats, his Company earned a reputation as one of the finest international ambassadors of American culture, promoting the uniqueness of the African American cultural experience and the preservation and enrichment of American modern dance.

Now in its seventh decade, Alvin Ailey American Dance Theater continues to move forward under the leadership of Artistic Director Robert Battle, along with Associate Artistic Director Matthew

Rushing, a renowned former dancer who is marking his 30th anniversary with Ailey this season. In 2014, Robert Battle accepted the Presidential Medal of Freedom, the nation's highest civilian honor, on behalf of the late Alvin Ailey, a trailblazing artist who is the subject of the acclaimed documentary Ailey, currently streaming on Hulu.

Tickets starting at \$29, are now on sale at The Fox Theatre box office, 660 Peachtree Street NE, www.alvinailey.org, www.foxatltix.com or by calling 855-285-8499. Full programming will be announced at a later date.



Special Photo: Dario Calmese

The inspiring finale of all programs will be Alvin Ailey's must-see American masterpiece "Revelations" (not pictured).



Special Photo: Dario Calmese

Alvin Ailey American Dance Theater's Renaldo Maurice is one of many dancers who will take the stage of the Fox Theatre Feb. 16 through 19, 2023.



Special Photo: Dario Calmese

AAADT's Yannick Lebrun, James Gilmer and Constance Stamatiou will perform at the Fox Theatre Feb. 16, 17 and 19, 2023.

SANDY SPRINGS NOTICE OF PUBLIC HEARING		SANDY SPRINGS NOTICE OF ZONING MAP AMENDMENT (REZONING)	
Petition Number:	TA22-0009	Petition Number:	RZ22-0006
Petitioner:	City of Sandy Springs	Petitioner:	Ed Levin (Design Construction by Craftmaster)
Purpose:	An Ordinance to amend Development Code Section 1.2.1. Districts Established and Section 10.3.1. Blocks	Property Location:	111 Mount Paran Road Parcel # 17 0120 LL0224
Public Hearing:	Mayor & City Council January 17, 2023 at 6:00 p.m.	Request:	Request for a Zoning Map Amendment (Rezoning) from RE-1 to RD-27 and RD-18.
Location:	Sandy Springs City Hall 1 Galambos Way Sandy Springs, GA 30328 770-730-5600	Public Hearing:	Planning Commission January 18, 2023 at 6:00 p.m.
Virtual Option:	Zoom Webinar at http://spr.gs/citycouncilmeeting . For instructions on how to provide public comment during the Public Hearing, please visit http://spr.gs/publiccomment .	Location:	Sandy Springs City Hall 1 Galambos Way Sandy Springs, GA 30328 770-730-5600
		Virtual Option:	Zoom Webinar at http://spr.gs/pcmeeting . For instructions on how to provide public comment during the Public Hearing, please visit http://spr.gs/publiccomment

2022 YEAR END REPORT - CITY OF SANDY SPRINGS TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST)

Fulton County provides transportation services for the City of Sandy Springs. Pursuant to Senate Bill 369, Section 48-8-269-6, the following chart represents the 2022 annual non-technical report on financial status of each Tier I purpose/program. This report represents the period from the start of the TSPLOST-2016 program on April 1, 2017 through December 15, 2022. For additional questions, please contact Allen Johnson, TSPLOST Program Manager, Department of Public Works, at 770-206-2013.

TIER 1 PURPOSE / PROGRAMS	Original Estimated Cost	Current Estimated Cost	Amount Expended in Prior Years	Amount Contracted in 2022	Amount Expended in 2022
Transportation Enhancement Projects (Intersections)	\$16,200,000	\$17,907,437	\$7,522,895	\$3,464,468	\$2,001,707
Sidewalk Projects	9,685,224	13,285,096	6,162,422	4,332,239	3,748,252
Major Improvements	47,384,108	56,160,286	15,335,403	2,950,914	2,347,759
Last Mile Connectivity	5,850,000	6,588,480	488,480	0	0
Program Admin Costs	9,029,677	7,550,000	4,310,299	797,593	797,593
Tier 1 Total Costs	\$88,149,009	\$101,491,298	\$33,819,498	\$11,545,213	\$8,895,311

2022 Contracted

- * **Transportation Enhancement Projects**
 - TS103--Spalding Drive @ Dalrymple/Trowbridge Roads (completed 03/22)
 - TS105--Roswell Road @ Grogans Ferry Road
 - TS106--Riverview Road @ Northside Drive
 - TS108--Roswell Road @ Dalrymple Road
 - TS111--Spalding Drive @ Pitts Road
- * **Sidewalk Projects**
 - TS166--Spalding Drive - Spalding Lake Court to Publix
 - TS167--Brandon Mill Road - Marsh Creek to Lost Forest Drive
 - TS168--Dalrymple Road - Princeton to Duncourtney
 - TS169--Dunwoody Club Road - Spalding to Fenimore
 - TS170--Interstate North - City Limit to Northside
 - TS171--Roberts Road - Northridge to Davis Academy (completed 01/22)
 - TS172--Brandon Mill Road - Lost Forest Drive to Brandon Ridge Drive
- * **Major Improvements**
 - TS191--Johnson Ferry Road @ Mount Vernon Highway
 - TS193--Hammond Road
 - TS192--Mount Vernon Highway Corridor Study
- * **Last Mile Connectivity Projects**
 - None this period
- * **Program Admin Costs**
 - TS999--Includes TSPLOST dedicated staff costs and other non-project related expenses



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Case No.: _____
Planner's initials: _____

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 111 MOUNT PARRAN RD. SANDY SPRINGS 30327	
	Parcel Tax ID(s):	
	Total acreage: 1.033	Council District:
	Current zoning: RE-1	Current use: ONE SINGLE FAMILY HOME
	Character Area: SINGLE FAMILY HOMES	

APPLICATION	Purpose of the Application:	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit
	Detailed request:	
	FROM RE-1 TO RD27+RD18	
	Petitioner: ED LEVIN	
Petitioner's address: 195 CHASELAND RD		
SANDY SPRING GA. 30328		
Phone: 404-372-0300	Email: CRAFTMASTERED@ICLOUD.COM	

OWNER	Property owner: SUSAN SEWERS - 111 MT PARRAN & NASHVILLE	
	Owner's address: TENN.	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): [Signature]	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	Anticipated Application date:
CMI date, time, and location:	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



SANDY SPRINGS™
GEORGIA

Case No.: _____
Planner's initials: _____

APPLICATION FORM

APPLICATION	Purpose of the Application: <u>TO REZONE 111 MT PARAN RD.</u>
	<u>FROM RE-1 TO RD27 + RD18 FOR TWO HOMES</u>
	Check all that apply:
	☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit
	Detailed request:
	<u>TO REZONE FROM RE-1 TO ONE LOT</u>
	<u>TO RD27 + ONE TO RD-10</u>

COMMUNITY MEETING REPORT	Date and location of CMI: <u>25 OCT (TUESDAY) - MUTATION BREWERY</u>
	Beginning time: <u>6:00 PM</u> End time: <u>6:45</u>
	Summary of concerns discussed:
	<u>TO ALLOW TWO HOMES</u>
	<u>MOST DID NOT LIKE</u>
	Does the Application address the concerns discussed at the CMI? ☒ Yes ☐ No
	Explain:
	<u>WILL TRY ON THE NEXT</u>
	<u>MEETING TO CHANGE SOME OF</u>
	<u>THE PEOPLES MINDS-</u>

- TO BE FILLED OUT BY P&Z STAFF -

Application date:	Tentative Planning Commission date:
CMI date and time:	Tentative Mayor and City Council date:
OFFICIAL REQUEST (FOR PUBLICATION):	



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AUTHORIZATION FORM - PART I

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

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

B- If the Applicant is *not* the 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 (attach a copy of the contract); or ☐ He/she has an option to purchase the subject property (attach a copy of the contract); or ☐ He/she has an estate of years which permits the Applicant to apply (attach a copy of the lease)	
Applicant's name: Estate of Terry Puckett	Sworn and subscribed before me this 7 th * day of October 20 22 Notary public: Polly D. Hite Seal: Commission expires:
Company name: Susan Sellers, executor	
Address: 111 MT PEARL RD	
City, State, Zip Code: SANDY SPRING, GA 30327	
Email address: [REDACTED]	
Phone number: [REDACTED] Applicant's signature: <i>Susan Sellers</i> <i>executor</i>	

7/28/2021

Zoning Map Amendment (Removal) & Conditional Use Permit Application

p.2

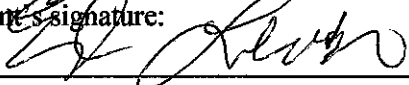


SANDY SPRINGS™

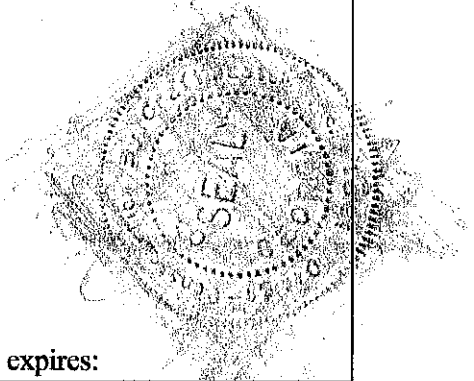
GEORGIA

AUTHORIZATION FORM – PART II

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

Agent's name:	ED LEVIN
Company:	DESIGN CONSTRUCTION BY CRAFTMASTER
Address:	195 CHASELAND RD
City, State, Zip Code:	SANDY SPRINGS GA 30328
Email address:	CRAFTMASTERED@KLOON.COM
Phone number:	404-322-0300
Agent's signature:	
Applicant's signature:	

Sworn and subscribed before me this
31 th day of October 2022
Notary public:

Seal:

Commission expires:

DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Letter of Intent

We are seeking to rezone the property from RE-1, (which is currently a one-acre lot zoning) to 2 lots. One lot would be RD-27, (minimum 27,000 square ft) and the other lot would be RD-18 (minimum of 18,000 square feet). The RD-18 is the current zoning across Mt. Paran to the subject property.

The proposal would be to build two homes which would be approximately 5 thousand square feet on two floors. The actual lot sizes will be 27,410 square feet for the RD-27 and 18,002 square feet for the RD-18.



DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

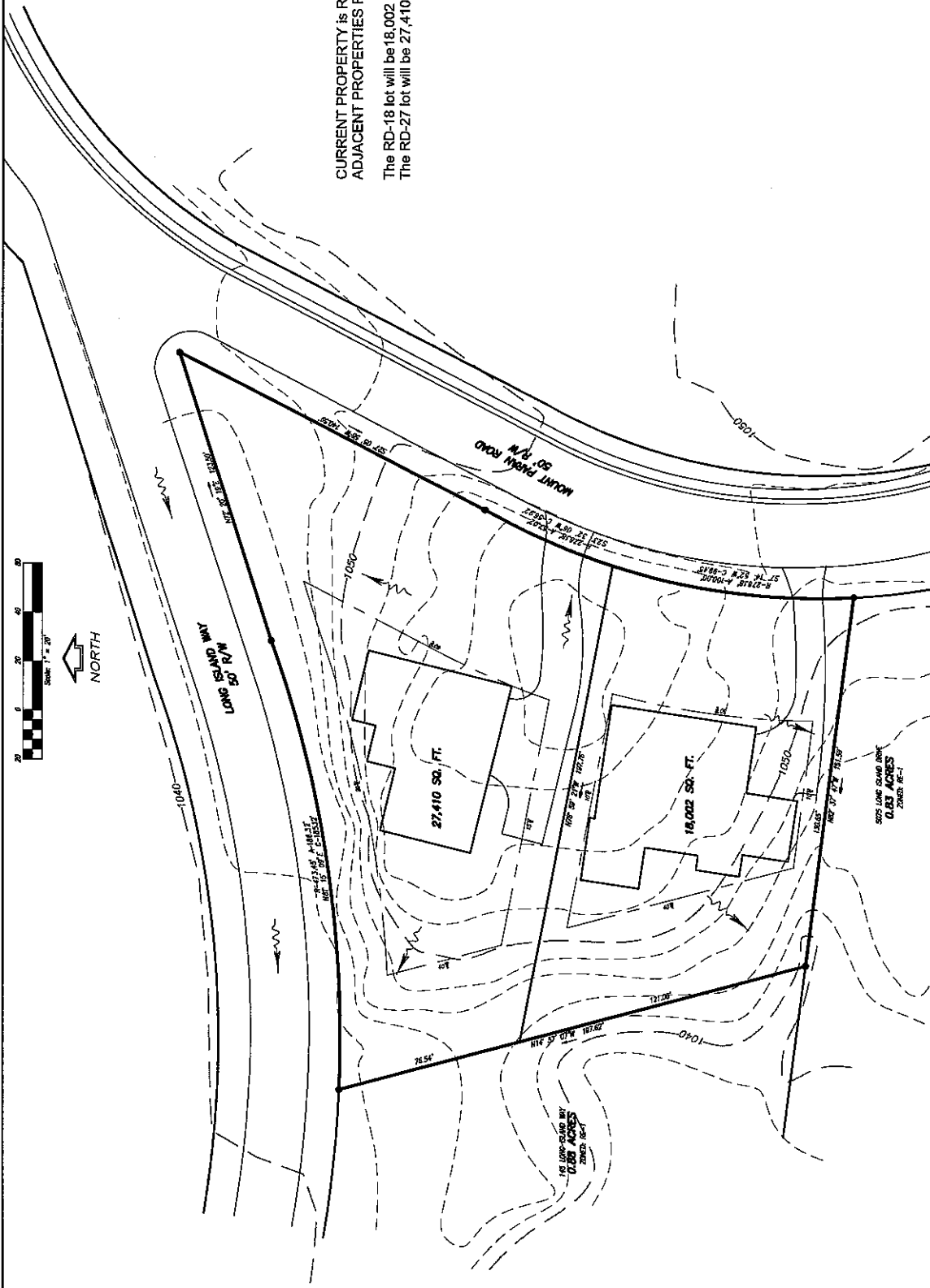
Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Zoning Impact Analysis

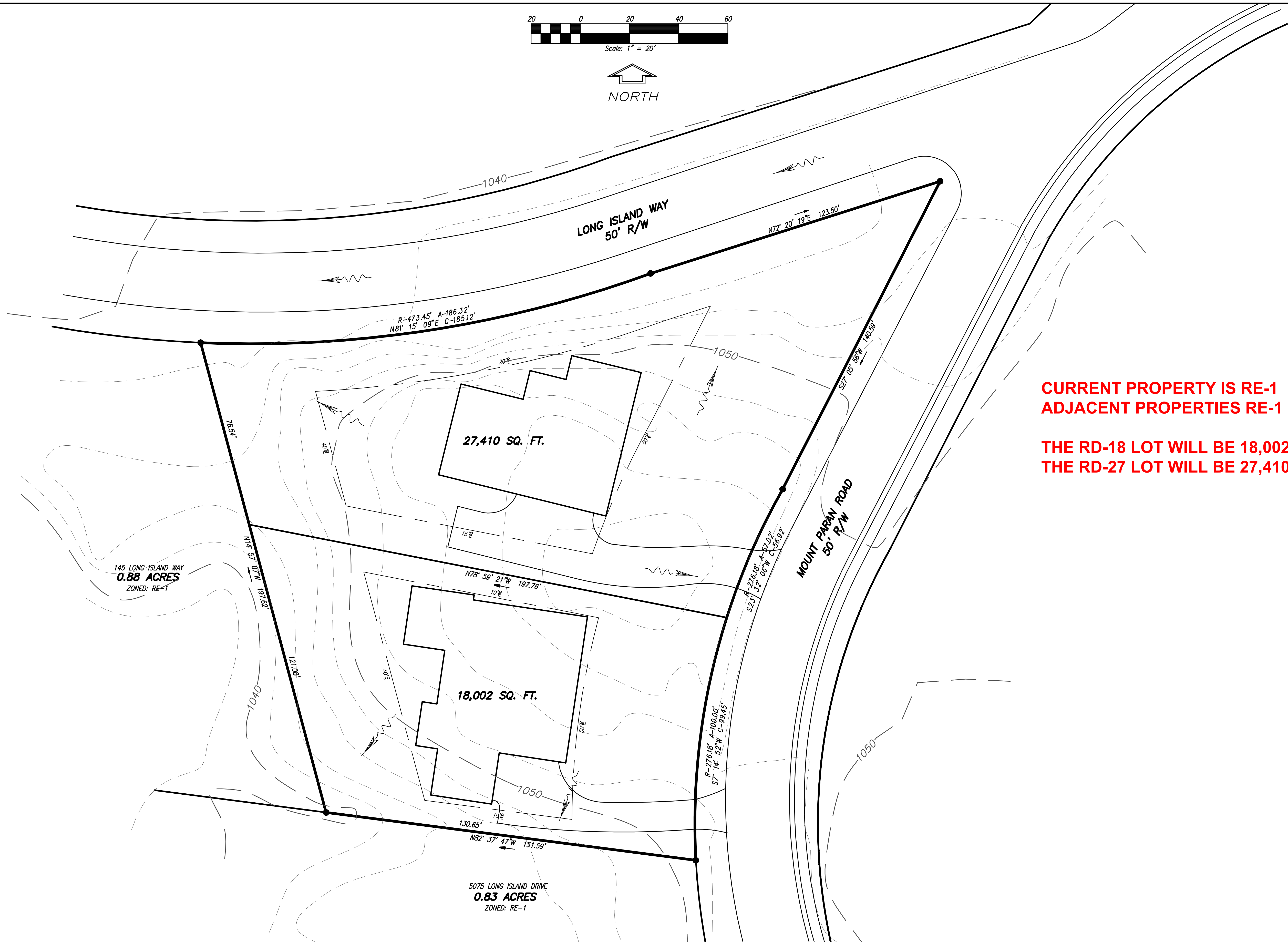
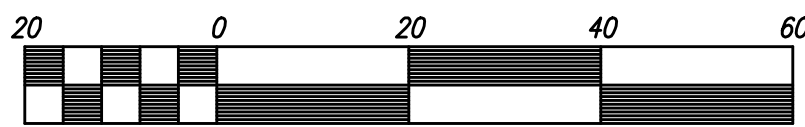
1. The Zoning Map Amendment should not affect other properties in the area.
2. The Zoning Map Amendment currently does not conform with the Comprehensive Plan.
3. The Zoning map Amendment does conform with the purpose of building a single-family home
4. The Zoning Map Amendment will still reinforce existing or planned character of the area which are high-end single-family homes.
5. The subject property is appropriate for the development of two single family lots. In the proposed district and use in development of adjacent properties. RD-18 is across the street.
6. The reason the property should be changed from its RE-1 to RD-18 and RD-27 becomes a better use for the property compared to building one single use family home.
7. There are very few new homes in the 5,000 square feet area for sale at this time and there is a need for two homes.
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. There should not be any economic impact by adding one lot. The only thing required would be one additional sewer tap and one additional water meter. There is a sewer manhole in the street of Long Island Way adjacent to the property. There will be no traffic impact by adding one home.
9. The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management (all downspouts off of the new homes will be piped for underground storage areas), wildlife and vegetation. Heavy wooded buffer along Long Island Way in the rear of the property will remain. There will also be less storm water runoffs because of the water quality pits now required under new construction.
10. The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property. The homes that will be built will be in the low/high two million price range.





CURRENT PROPERTY IS RE-1
ADJACENT PROPERTIES RE-1 & RD-18
The RD-18 lot will be 18,002 square feet
The RD-27 lot will be 27,410 square feet

SURVEYED CALCULATED DRAWN DATE: OCT. 24, 2022	SITE W. SURVEYS & PLANNING 4798 ASHWOOD HUNTERWOOD ROAD SUITE 111 FARMINGTON, CT 06030 PHONE: 770-300-8011 e-mail: gulfenergytag@hollanb.net	PROPOSED LOT SHOW 111 MOUNT PAIN ROAD TAX LOT 171 DIST 17 LL 120 DISTRICT 17 CITY OF SANDY SPRINGS FULTON COUNTY, GEORGIA	NO.	DATE	REVISION



**CURRENT PROPERTY IS RE-1
ADJACENT PROPERTIES RE-1 & RD-18**

**THE RD-18 LOT WILL BE 18,002 SQUARE FEET
THE RD-27 LOT WILL BE 27,410 SQUARE FEET**

SURVEYED _____		SITE WORKS SURVEYS & PLANNING 4780 ASHFORD DUNWOODY ROAD SUITE 540-208 ATLANTA, GEORGIA 30328 PHONE: 770-396-6011 e-mail: gudgersurveying@bellsouth.net	RONALD E. GUDGER, LS 404-731-8696		PROPOSED LOT DIVISION				
CALCULATED _____			111 MOUNT PARAN ROAD		TAX I.D. #17 0120 LL0224				
DRAWN _____			L.L. 120, DISTRICT 17		CITY OF SANDY SPRINGS				
DWG. NAME MOUNT PARAN 111			FULTON COUNTY, GEORGIA						
DATE OCT. 24, 2022									
							NO.	DATE	REVISION

822-12

STATE OF GEORGIA
COUNTY OF DEKALB

GEORGIA, FULTON COUNTY
FILED AND RECORDED

92 FEB 17 AM 8:30

JUANITA HICKS
CLERK, SUPERIOR COURT

WARRANTY DEED

THIS INDENTURE, Made the 13th day of February, 1992, by and between

Charles L. Cain and Ann A. Cain

as party or parties of the first part, hereinafter referred to as "Grantor", and

Terry Puckett

Fulton County, Georgia
Real Estate Transfer Tax
Paid \$ 14.90
Date 2-17-92
JUANITA HICKS
Clerk, Superior Court

as party or parties of the second part, hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and plural

WITNESSETH

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

All that tract or parcel of land lying and being in Land Lot 120 of the 17th District of Fulton County, Georgia, and being more particularly described follows:

BEGINNING at the Intersection of the Northwestern side of Mount Paran Road (a 50' Right of Way) and the Southeastern side of Long Island Way (a 50' Right of Way); thence Southwesterly and Southerly along the Northwestern and Westerly side of Mount Paran Road South 27 degrees, 25 minutes, 40 seconds West a distance of 140.59 feet to a point; thence continuing along the Northwestern and Westerly side of Mount Paran Road an arc distance of 156.11 feet, said arc subtended by a chord bearing South 12 degrees, 48 minutes, 16 seconds West a chord distance of 154.04 feet to a 3/8 inch rod found; thence North 82 degrees, 36 minutes, 12 seconds West a distance of 151.59 feet to a 1 inch pipe found; thence North 15 degrees, 09 minutes 10 seconds West a distance of 196.70 feet to a 1/2 inch rebar set on the Southerly side of Long Island Way; thence following the curvature thereof an arc distance of 186.32 feet, said arc subtended by a chord bearing North 81 degrees, 15 minutes, 09 seconds East a chord distance of 185.12 feet to a point; thence continuing along the Southerly side of Long Island Way North 72 degrees, 22 seconds, 39 minutes East a distance of 123.68 feet to a 1/2 inch rebar set and the POINT OF BEGINNING. All in accordance with that survey prepared for Terry Puckett dated December 23, 1991 prepared by Mark A. Buckner, GRLS No. 2422 of Pearson & Associates, Inc., containing 1.0365 acres.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]
Unofficial Witness
[Signature]
Notary Public
After Notary Stamp and Seal

[Signature] (Seal)
Charles L. Cain
Ann A. Cain
by *[Signature]* (Seal)
Charles L. Cain, Attorney-in-Fact
by Charles L. Cain, Attorney-in-Fact *



My Comm. Expires Sept. 19, 1993

*By virtue of that Power of Attorney recorded in Deed Book 15021, Page 182, Fulton County, Georgia records.

DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Site

Roads: Existing and adjacent roads are Mt. Paran Road and Long Island Way

Improvements: Existing building to be torn down is one story and approximately three thousand square feet. In addition, there is a free-standing garage that is approximately 400 square feet. Location of the new homes is shown on plat. Total area of the sites is listed at 18,002 and 27,410 square feet. Building foot prints will be approximately 35,00 square feet on each lot. There will be a minimum of two parking spaces as well as three car garage. Lot coverage will be per zoning at 30-35%.

Environmental: There is no floodplain in the area. Proposed storm water management will be underground gravel pits. The lots will be sewer. Sewer is currently on Long Island Way adjacent to the property. Water is available on Mt. Paran Road and there is currently one water meter. The heavy tree line along Long Island Way and the rear of the property will be maintained. There are no wetlands.

DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Summary of Sign-In Sheet

We had 15 people show up that lived in the area. We had 1 person show up that does not live in the area. Her name is Rhonda Smith. She is known to come to all zone and variance meetings and tries to convince people to turn everything down. Myself and the two property owners were also in attendance. Laquita Williams was there to verify this.

I feel like we would have had a 50/50 split on approval until this lady convinced all the people that live in the area to listen to her. When asked for a show of hands who was against this, approximately 2/3 raised their hands immediately and the other 1/3 were hesitant but then raised their hands after seeing their neighbors do so.

Prior to the next meeting, I am going to try and meet with all the owners that came to the first meeting and convince them my plan and rezoning is not harmful to the area.



Ed Levin

Owner

Design Construction by Craftmaster

October 25th, 2022

1ST Community Meeting for Zoning of 111 Mt. Paran Road

SIGN IN SHEET

Name	Address	Phone number	Email address
Barb Meyer	[REDACTED]	[REDACTED]	[REDACTED]
Mike Amerson	[REDACTED]	[REDACTED]	[REDACTED]
Andy Meyer	[REDACTED]	[REDACTED]	[REDACTED]
Fathy Leeman	[REDACTED]	[REDACTED]	[REDACTED]
* Robert Smith	[REDACTED]	[REDACTED]	[REDACTED]
Glenda Beerman	[REDACTED]	[REDACTED]	[REDACTED]
Bernard Pollock	[REDACTED]	[REDACTED]	[REDACTED]
Shirley Tim Leeman	[REDACTED]	[REDACTED]	[REDACTED]
CHRISTINE MAY	[REDACTED]	[REDACTED]	[REDACTED]
Michele McIntosh-Ross	[REDACTED]	[REDACTED]	[REDACTED]
Andy Barkas	[REDACTED]	[REDACTED]	[REDACTED]
GABRIEL LITTLE	[REDACTED]	[REDACTED]	[REDACTED]
Jay Flax	[REDACTED]	[REDACTED]	[REDACTED]
Fred Flax	[REDACTED]	[REDACTED]	[REDACTED]

PURCHASE AND SALE AGREEMENT

Offer Date: September 27, 2022



2022 Printing

A. KEY TERMS AND CONDITIONS

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

a. **Property Identification:** Address: 111 Mount Paran Rd
City Sandy Springs, County Fulton, Georgia, Zip Code 30327
MLS Number: N/A Tax Parcel I.D. Number: 17 0120 LL0224

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

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

2. **Purchase Price of Property to be Paid by Buyer.**
\$ 1,300,000.

3. **Closing Costs.**
Seller's Contribution at Closing: \$ SEE STIPS

4. **Closing Date and Possession.**
Closing Date shall be SEE SPECIAL STIPS(TBD) with possession of the Property transferred to Buyer
☒ at Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Closing Law Firm.** Campbell Brannon Phone Number: 770-804-7842

6. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Weichert Realtors-The Collective

7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ ACH ☐ cash or ☐ wire transfer of immediately available funds as follows:
☐ a. \$ _____ as of the Offer Date.
☒ b. \$ 25,000. (SEE STIPS) within 3 days from the Binding Agreement Date.
☐ c. _____

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

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

10. Brokerage Relationships in this Transaction.

- a. **Buyer's Broker is** Weichert Realtors-The Collective and is:
(1) ☐ representing Buyer as a client.
(2) ☒ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____
has been assigned to exclusively represent Buyer.
- b. **Seller's Broker is** Rise Property Group and is:
(1) ☒ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____
has been assigned to exclusively represent Seller.

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

11. **Time Limit of Offer.** The Offer set forth herein expires at _____ o'clock _____ m. on the date _____.

Buyer(s) Initials EGL

Seller(s) Initials SJS

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

1. Purchase and Sale.

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

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

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any commission obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

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

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

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

7. Earnest Money.

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

8. Inspection and Due Diligence.

- a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. If any portion of the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached an Exhibit to the Agreement. Buyer shall have the right to conduct a lead hazard evaluation within ten (10) days from the Binding Agreement Date (or other mutually agreed upon time period) and to terminate this Agreement without penalty upon notice to Seller if lead-based paint and/or lead hazards are found (unless these rights are waived by Buyer in the Lead-Based Paint Exhibit (F316)). If the Lead-Based Paint Exhibit (F316) gives Buyer the right to terminate this Agreement if lead-based paint or lead hazards are found and such notice of termination is not given within ten (10) days from Binding Agreement Date (or other mutually agreed upon time period), the right to terminate for lead-based paint and/or lead hazards shall be waived. The above right to enter the Property shall include the time period after the end of any Due Diligence Period to, among other things, and without limitation, conduct inspections, surveys and evaluations, meet contractors and vendors, measure for renovations and confirm that any agreed upon repairs have been made and the Property otherwise remains in the same condition. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.

c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.

d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**

(1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.

(2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

(3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.

e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

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

10. **Brokerage Relationships in this Transaction.**

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

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

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

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

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

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

b. **Brokerage:** Unless otherwise specified herein, the real estate commissions owing to the Seller's Broker and Buyer's Broker, if any, are being paid pursuant to separate brokerage engagement agreements. Buyer and Seller agree that any commissions to be paid to Broker(s) shall be shown on the settlement statement and collected by closing attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s). If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.

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

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

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

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

4. Other Provisions.

- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.

- k. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- l. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, any amendatory clause in an FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in a special stipulation, another exhibit or the main body of the Agreement.
- m. Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- n. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
- o. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- p. Time of Essence:** Time is of the essence of this Agreement.
- 5. Definitions.**
- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
 - b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
 - c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
 - d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
 - e. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
 - f. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- 6. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.
- 7. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THEN THE SUM OF \$100; AND**
 - b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

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

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

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

- 1). All parties agree that there is NO (0 days) Due Diligence, and seller will execute the Lead Base Paint exhibit.
- 2). All parties agree that Seller will pay their OWN attorneys fees and pay their OWN Routine prorations in regards to the closing costs.
- 3). All parties agree - Seller will have property insured; If there should be a problem, Seller will keep all insurance monies, but the sale will continue as it is assumed that Buyer is primarily Interested in real estate, not the improvements on the real estate.
- 4). All parties agree that this is an OFF MARKET property , and Seller agrees to pay a Total of FOUR (4) % Commission, to be split each side , TWO (2) % paid to Rise Property Group , and TWO (2) % paid to Welchert Realtors-The Collective at closing.
- 5). All parties agree that this this contract is Contingent upon city of sandy springs Final Approval to subdivide the property into (2) parcels of land. Furthermore, Buyer will apply for and diligently process all zoning activity on a timely basis to secure the desired zoning. Buyer will pursue the zoning application in a diligent and timely manner.- Zoning Dates To Be:
 - A). SEPTEMBER 27, 2022=PRE-APPLICATION MEETING DEADLINE.
 - B). OCTOBER 25, 2022=INITIAL COMMUNITY MEETING DEADLINE.
 - C). NOVEMBER 01, 2022=APPLICATION FILING DEADLINE(IF NO NEGATIVE FEEDBACK, THEN BUILDER/BUYER WILL HAVE APPLICATIONS BY THE DATE OF -11/01/2022.
 - D). DECEMBER 01, 2022=2ND COMMUNITY MEETING DEADLINE.
 - E). JANUARY 03, 2022= PLANNING COMMISSION MEETING SIGN POSTING DEADLINE, FOR WHICH THE SIGN HAS TO BE UP.
 - F). JANUARY 18, 2022(WEDNESDAY)=PLANNING COMMISSION MEETING.
 - G - FEBRUARY 15, 2022=MAYORS AND CITY COUNCIL MEETING(IF APPROVED, CLOSING DATE SHALL BE 30 DAYS AFTER zoning.
- 6). All parties agree , Stipulation Letters- E, F, G, those dates are Approximate dates to be determined by city of Sandy Springs and once dates are determined they will become Final Dates.
- 7). All parties agree and is specified that if the zoning is not approved and this contract is then void, if Seller puts the property on the market, Buyer will have a First Right of Refusal within 48 hours to purchase the property on the same terms as a subsequent contract. If Buyer does not exercise that right the subsequent contract goes forward, all parties agree that if the subsequent contract does not close for any reason, Buyer Right of First Refusal no longer applies to future contracts.
- 8). All parties agree that if Zoning is Not approved, all earnest money will be returned to buyer by holder within 24 hours.
- 9). All parties agree that this is an All Cash Sale.

☐ Additional Special Stipulations (F246) are attached.

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

Buyer Acceptance and Contact Information

Eddie Levin

1 **Buyer's Signature** October 2, 2022

Design Construction by Craftmaster Inc.

Print or Type Name

Date

Buyer's Address for Receiving Notice

4043720300

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

craftmastered@att.net

Buyer's E-mail Address

2 **Buyer's Signature**

Print or Type Name

Date

Buyer's Address for Receiving Notice

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

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Weichert Realtors-The Collective

Buyer Brokerage Firm

Gabriel Little

Broker/Affiliated Licensee Signature Date

Gabriel Little October 2, 2022

Print or Type Name

247291

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

ARA

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MUFF01

H76956

MLS Office Code

Brokerage Firm License Number

Seller Acceptance and Contact Information

Susan Sellers

1 **Seller's Signature** October 3, 2022

Estate of Terry Puckett, Susan Sellers Executrix

Print or Type Name

Date

Seller's Address for Receiving Notice

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

Seller's E-mail Address

2 **Seller's Signature**

Print or Type Name

Date

Seller's Address for Receiving Notice

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

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Rise Property Group

Seller Brokerage Firm

October 2, 2022

9:12 AM

Broker/Affiliated Licensee Signature Date

Andrew Barkan

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

44540

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 10 / 03 / 2022
and has been filled in by Gabriel Little

ADDITIONAL PAGE " 1 "

to Purchase and Sale Agreement Date-September 28, 2022



2022 Printing

This additional page is a continuation of _____ Special Stipulations _____ dated September 28, 2022
for the Property known as 111 Mount Paran Rd. Sandy Springs Ga. 30327

- 10). All parties agree that this is "AS/IS" sale, with No sellers disclosure, although the Lead Base Pain Exhibit "B" is attached to this contract.
- 11). All parties agree that Buyer is paying his OWN closing costs.
- 12). All parties agree that Buyer is a Licensed real estate broker with Georgia real estate commission.
- 13). All parties agree that this contract can be assigned to end user prior to closing.
- 14). All parties agree that anything attached to the subject property belongs to the buyer after closing. In the event any attached items are removed from the home by the seller , buyer will be reimbursed a specific amount of money agreed to by both buyer and seller after closing and this agreement survives the closing.
- 15). All parties agree that the 1st community meeting will be held at the subject property on October 25, 2022 depending on the weather.

Buyer's/Tenants Initials: EGL

Buyer's/Tenant's Broker's Initials: DL
(or Broker's Affiliated Licensee)

Seller's/Landlord's Initials: SPS

Seller's/Landlord's Broker's Initials: RL
(or Broker's Affiliated Licensee)

**ALL CASH SALE
(NO FINANCING CONTINGENCY)
EXHIBIT " A "**



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of September 27, 2022 for the purchase and sale of that certain Property known as: 111 Mount Paran Rd., Sandy Springs, Georgia 30327.

1. **All Cash Sale.** While Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash", Buyer:
- A. ☐ reserves the right to pay all or a portion of the purchase price by obtaining an institutional first mortgage secured by a deed to secure debt on the Property; AND/OR
- ☐ reserves the right to pay all or a portion of the purchase price by obtaining a non-institutional first mortgage or other loan (including a private "hard-money" loan).

OR

- B. ☒ shall not have the right to obtain a mortgage financing to pay for all or a portion of the purchase price of the Property. The Buyer is not obtaining a loan; therefore, the Buyer has no right to unilaterally extend the closing date for eight (8) days for reasons of mortgage lender delay.

2. **Verification of Funds.** Within 5 days from the Binding Agreement Date Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail all of the sources of Buyer's funds to purchase the Property ("Required Information"). The Required Information shall consist of at least one of the following:

- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
- B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds and/or Assets on deposit with the institution. Such account statement must be for the regular time period that such statements are issued (immediately preceding the Binding Agreement Date).

3. **Authorization and Security.** Buyer does hereby authorize Seller and Listing Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

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

5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement ☐ shall or ☒ shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

- A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(24)) with respect to the Property.

- B. **Selection of Appraiser:** The appraiser shall be selected by [Select one. The sections not selected shall not be a part of this Agreement.]: ☐ Buyer, ☐ Seller, OR ☐ Other (N/A); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

- C. Rights of Buyer If Property Does Not Appraise:** If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within N/A days from the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Sales Price ("ATSP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATSP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATSP shall run through the earlier of: (1) three (3) days from the date that the ATSP is delivered to Seller; or (2) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).
- If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing.
- D. Buyer Not Obligated to Seek Price Reduction:** Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Initials: EGL

Seller's Initials: SPS

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



2022 Printing

This Exhibit pertains to that certain Property known as: 111 Mount Paran Rd., Sandy Springs, Georgia 30327.

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

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

Hazards Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

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

Buyer's Acknowledgment (initial all applicable sections below):

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

(d) EGL Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*

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

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

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

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

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

Certification of Accuracy

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

Eddie Levin

1 Buyer's Signature October 3, 2022
Design Construction by Creffmaster Inc.
Print or Type Name

2 Buyer's Signature _____ **Date** _____

Print or Type Name _____

☐ Additional Signature Page (F267) is attached.

Gabriel Löffle

Buyer's Agent Signature _____ **Date** _____

 October 3, 2022
Gabriel Little 2:00 PM
Print or Type Name _____

**Welchert Realtors-The Collective
Buyer Brokerage Firm**

Susan Sellers

1 Seller's Signature October 3, 2022 **Date** _____
Susan Sellers **Print or Type Name** 11:04 AM

2 Seller's Signature _____ **Date** _____

Print or Type Name _____

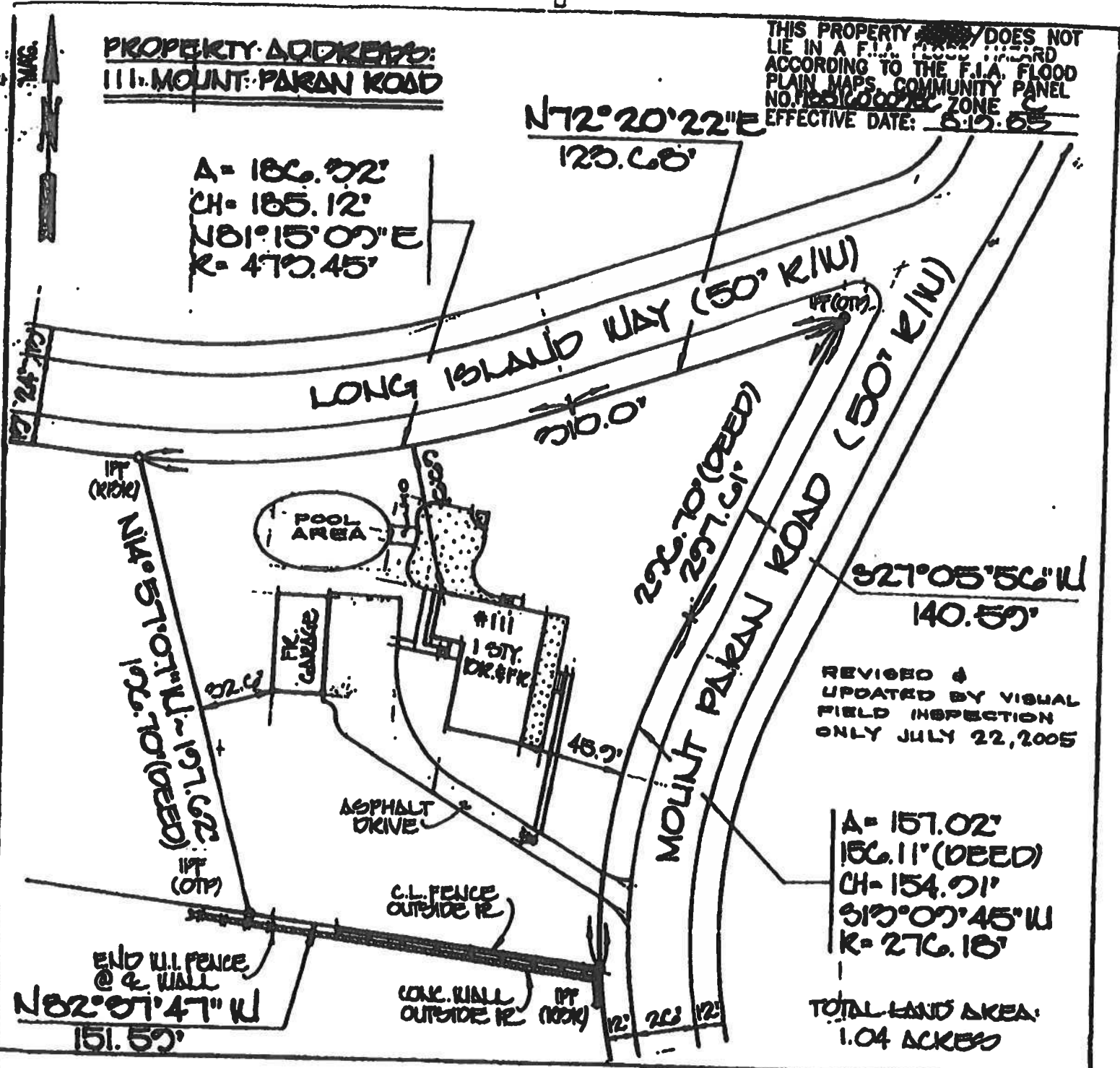
☐ Additional Signature Page (F267) is attached.


Seller's Agent Signature
 October 3, 2022
 2:15 PM
Andrew Barkan
Print or Type Name

Rise Property Group
Seller Brokerage Firm

PROPERTY ADDRESS:
111. MOUNT PAKAN ROAD

THIS PROPERTY ~~DOES~~ DOES NOT
 LIE IN A F.I.A. ~~PLAT~~ PLAT
 ACCORDING TO THE F.I.A. FLOOD
 PLAIN MAPS, COMMUNITY PANEL
 NO. 115100012C ZONE C
 EFFECTIVE DATE: 8-13-85



REVISED &
 UPDATED BY VISUAL
 FIELD INSPECTION
 ONLY JULY 22, 2005

A = 157.02'
 156.11' (DEED)
 CH = 154.71'
 313°07'45\"W
 R = 276.18'

TOTAL LAND AREA:
 1.04 ACRES

PREPARED FOR: **TERRY PUCKETT**

LOT BLOCK UNIT
 SUBDIVISION
 LAND LOT 120 17TH DIST. SECT.
 FULTON COUNTY, GA. DATE: DEC. 16, 1999
 REC. IN PLAT BOOK PG. 60

SCALE: 1" = 60'



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

1. LOCATION & DESCRIPTION OF BOUNDARIES
 AND LINES SHOWN GENERALLY FROM
 APPROVED SUBDIVISION PLAT BOOKS
 AVAILABLE.

2. NO NEW LINE RUN TO
 PROPERTY LINE EITHER
 OR FROM FOR PROPERTY
 LINE LOCATION.

3. ALL EVIDENCE OF TITLE
 EXCEPTED.

4. NOT FOR RECORDING.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PERCENT OF ONE PART IN 10,000.
 THE PLAT WAS ONLY CALCULATED FOR CLOSURE AND FOUND TO CLOSE ONE PART IN 20,000 PLAT.

Planning Commission

January 18, 2023



SANDY SPRINGS™
GEORGIA

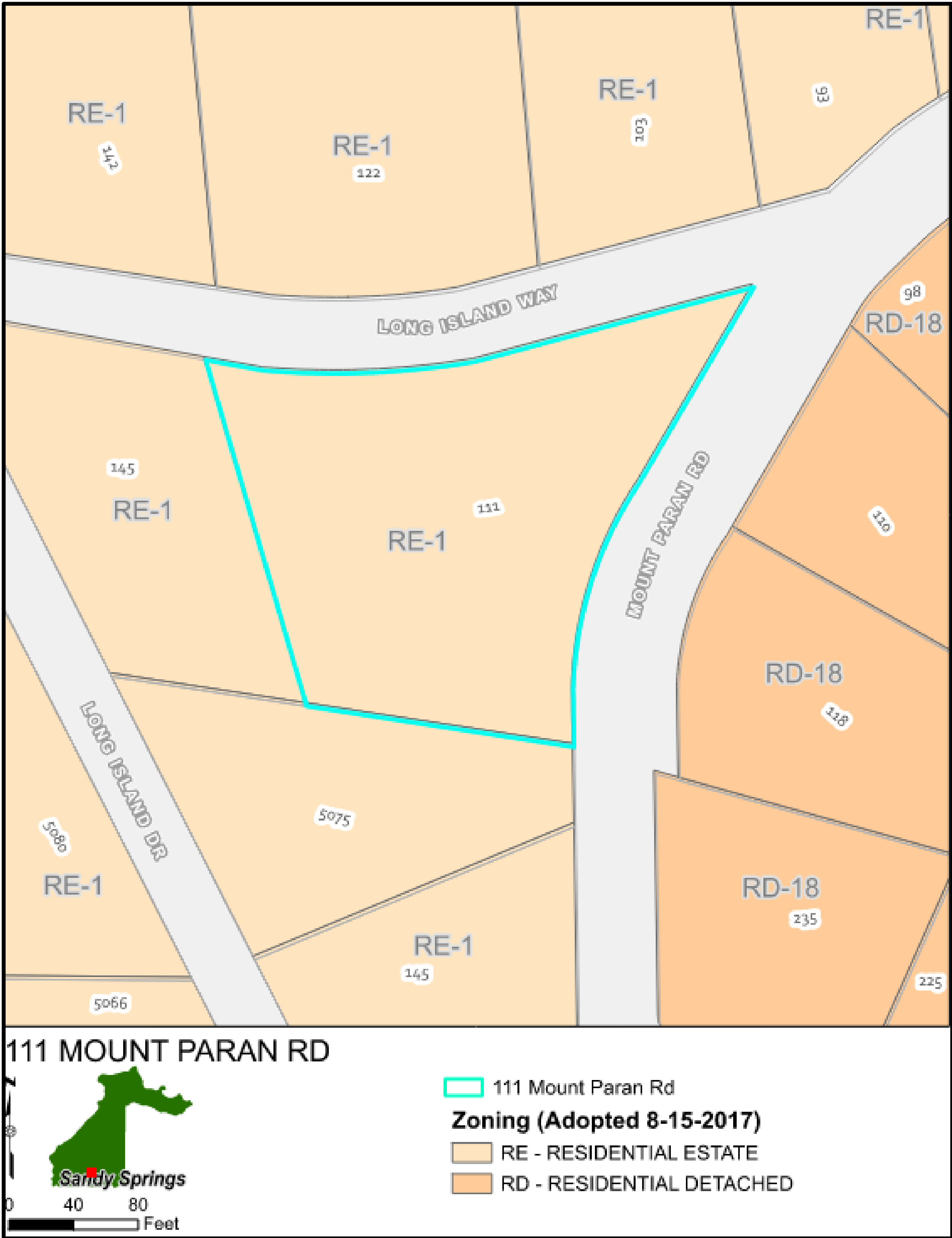
RZ22-0006
111 Mount Paran Road

STAFF RECOMMENDATION:
Denial

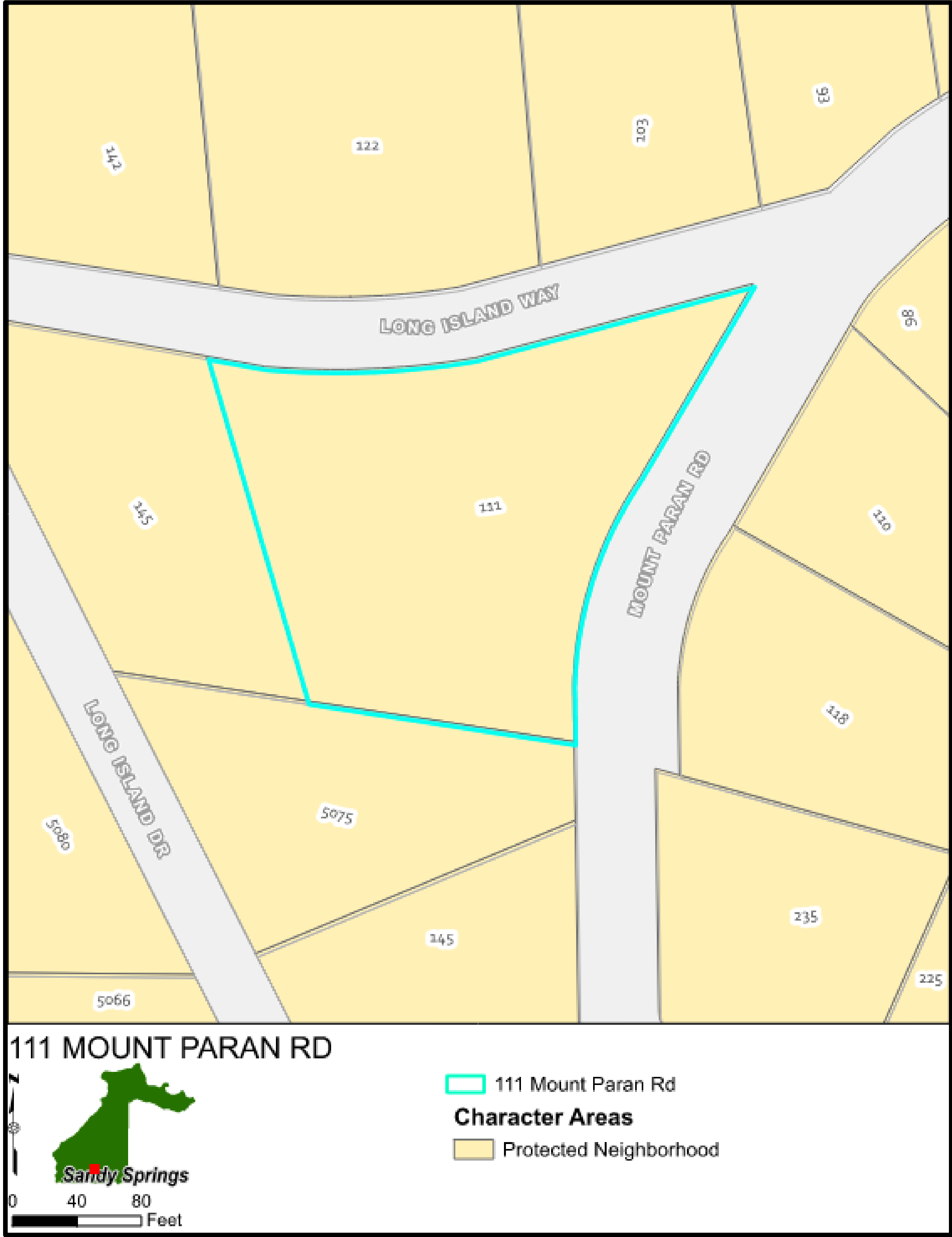
Request

- Request for a **Zoning Map Amendment (Rezoning)** from Residential Estate-1 acre minimum (RE-1) to Residential Detached- 18,000 square feet minimum (RD-18) and Residential Detached- 27,000 square feet minimum (RD-27).

Zoning Map



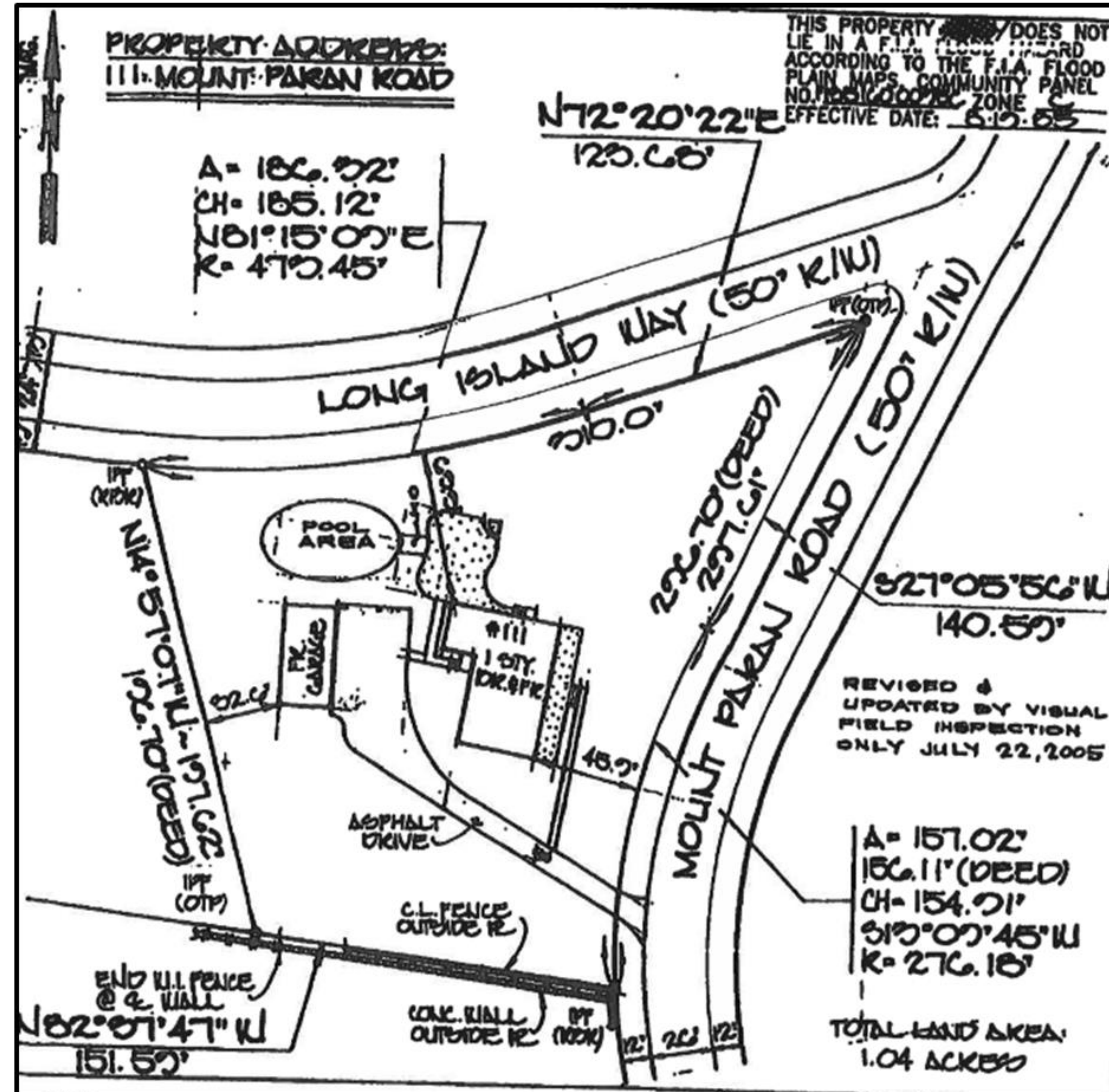
Character Area Map



Aerial Image of Existing Conditions



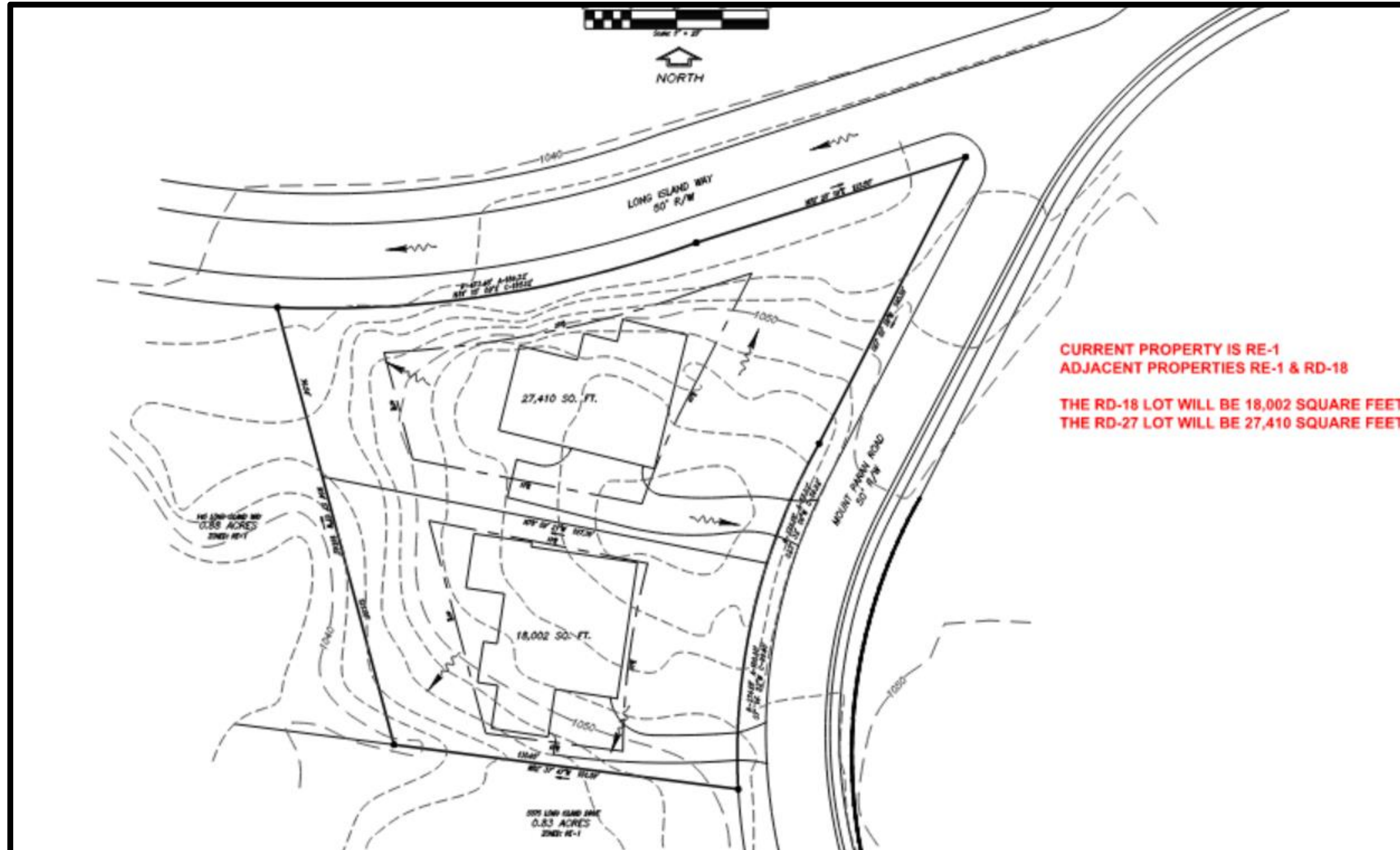
Survey



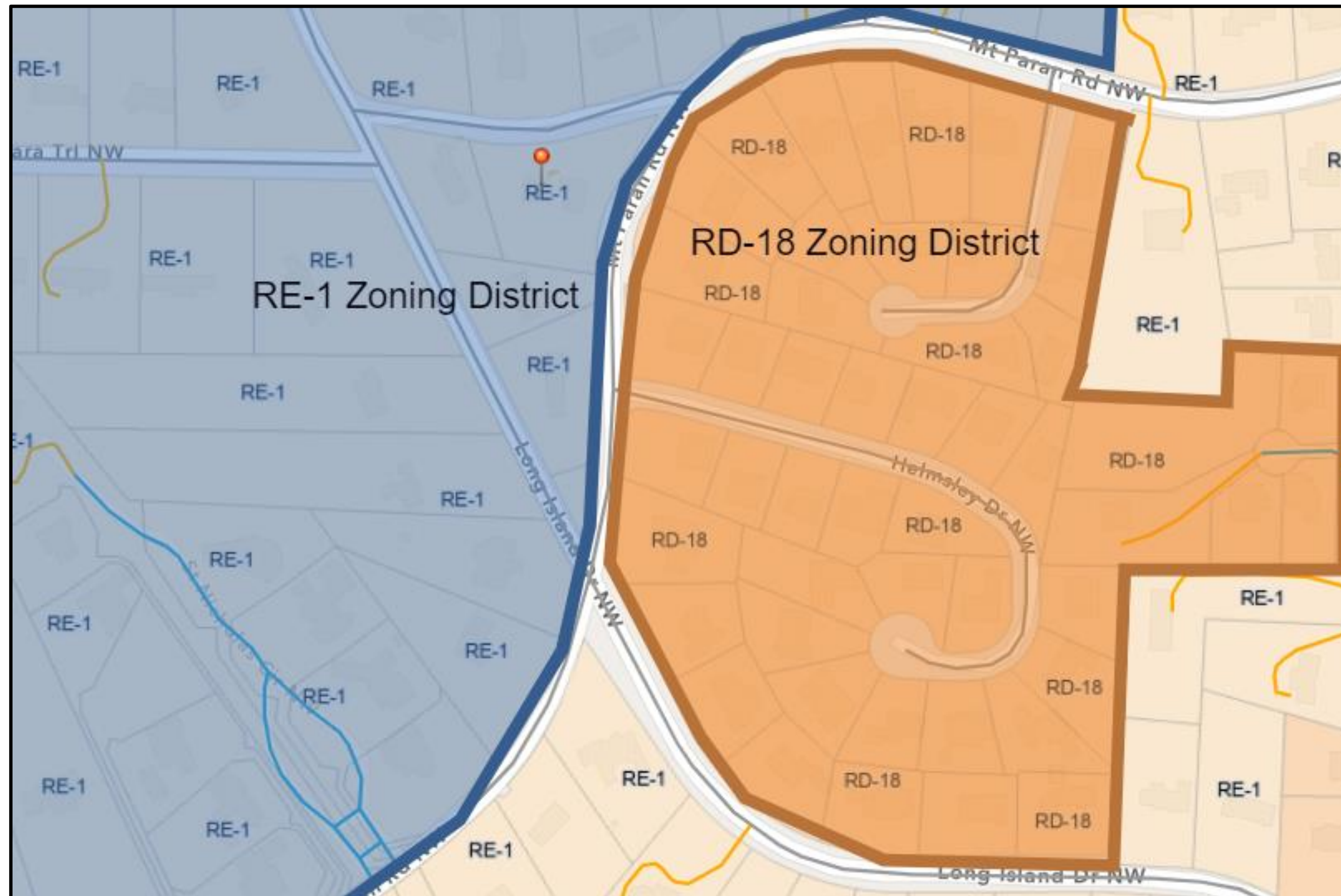
Existing Conditions



Site Plan



Land Use – Zoning Map



Proposed Development

- The proposed rezoning includes subdividing the 1.04-acre lot into two (2) lots, each with a different Protected Neighborhood zoning classification— from the current RE-1 (Residential Estate - 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) and RD-18 (Residential Detached, 18,000, square foot minimum) zoning districts.
 - The RD-27 lot is proposed to be 27,410 square feet
 - The RD-18 lot is proposed to be 18,002 square feet
- The goal with Zoning Map Amendments is to consider the proposed zoning and land use change, rather than the specifics of a future development. However, in this case with the unique nature of the request (two zoning districts/two lots) specification and delineation are necessary.

Considerations

- The Next Ten prioritizes redevelopment that achieves a “distinct sense of place” (pg.76 The Next Ten). Given the location, splitting this large lot into two smaller lots is out of character with the surrounding neighborhoods and is deviating from the existing appeal of the area.
- One of the proposed zoning categories being requested, RD-27, does not exist in the vicinity of the subject property, and could be considered a spot zoning, which goes against the City’s zoning policy.
- A key policy that The Next Ten emphasizes is to “limit change within existing single- family neighborhoods”.

Recommendation

- Staff recommends **Denial of Zoning Map Amendment (Rezoning) RZ22-0006.**
- Should the Planning Commission wish to approve this request, staff recommends the following conditions:
 - Both new parcels must share a driveway/easement accessed from Long Island Way