



P&Z STAFF REPORT

Board of Appeals Hearing; August 11, 2016

Case: **V16-0069 – 357 Tall Oaks Drive**

Staff Contact: Paul Leonhardt (pleonhardt@sandyspringsga.gov)

Report Date: August 4, 2016

REQUEST

Variance from Section 109-225 of the City of Sandy Springs Development Regulations for the construction of a single-family detached residence with an encroachment of 673.4 square feet into the 25-foot City impervious surface setback (25-foot additional impervious surface setback associated with a stream buffer), and for an encroachment of 1283.3 square feet into the 50-foot City stream buffer to remove a concrete driveway.

APPLICANT

Property Owner: Alberto Bruni	Petitioner: William Willson	Representative: Bobby Livingston (JPW Homes)
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PROPERTY INFORMATION

Location:	357 Tall Oaks Drive
Council District:	5 - DeJulio
Road frontage:	Approximately 100 feet
Acreage:	Approximately 0.9 acre
Existing Zoning:	R-3 (Single Family Dwelling District)
Existing Land Use:	Vacant
Overlay District:	N/A
Special Planning Area:	-
Future Land Use Designation:	R2-3 (2 to 3 units per acre)

SUMMARY

The applicant is proposing to construct a new single-family residence on a currently vacant lot. A previous single-family residence was demolished in 2005. The proposed house encroaches 673.4 square feet into the 25-foot City impervious surface setback. The applicant also proposes to remove 1283.3 square feet of existing concrete driveway inside the 50-foot City stream buffer.

As proposed, the development removes more impervious surface than it proposes in new construction. The applicant proposes additional mitigation through the use of a water quality pit and a rain garden.

Combined, the two water quality devices are sized to treat approximately 249% of the total impervious surface on the property.

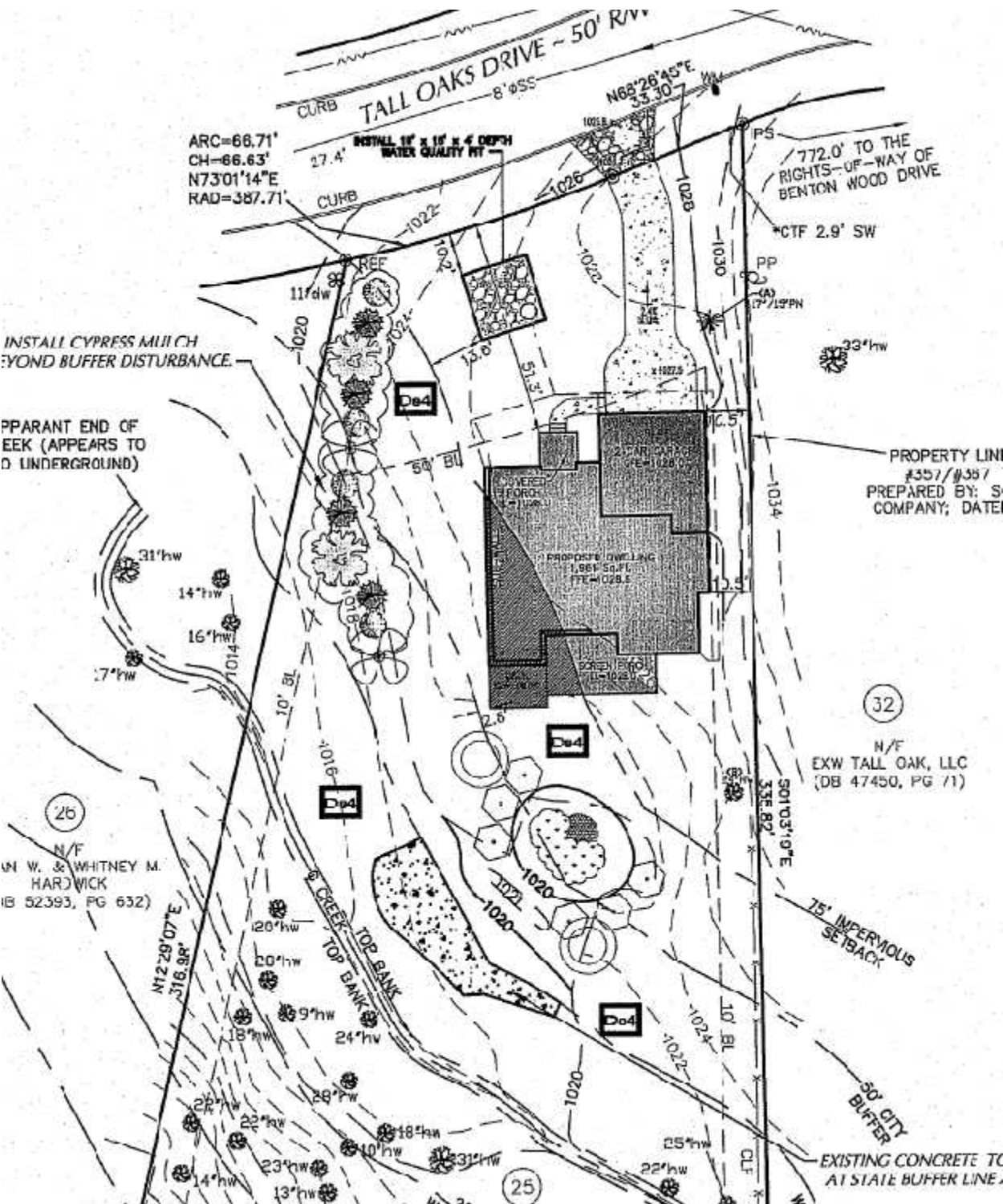
	Existing Encroachments (sf)	Proposed Increase in Encroachment (sf)	Total Proposed Encroachments (sf)	Percent Change
25' State Stream Buffer	686.6	0	686.6	0
50' City Stream Buffer	1283.3	-1283.3 (Reduction)	0	-100% (Reduction)
25' City Impervious Surface Setback	595.6	77.8	673.4	+13%

RECOMMENDATION

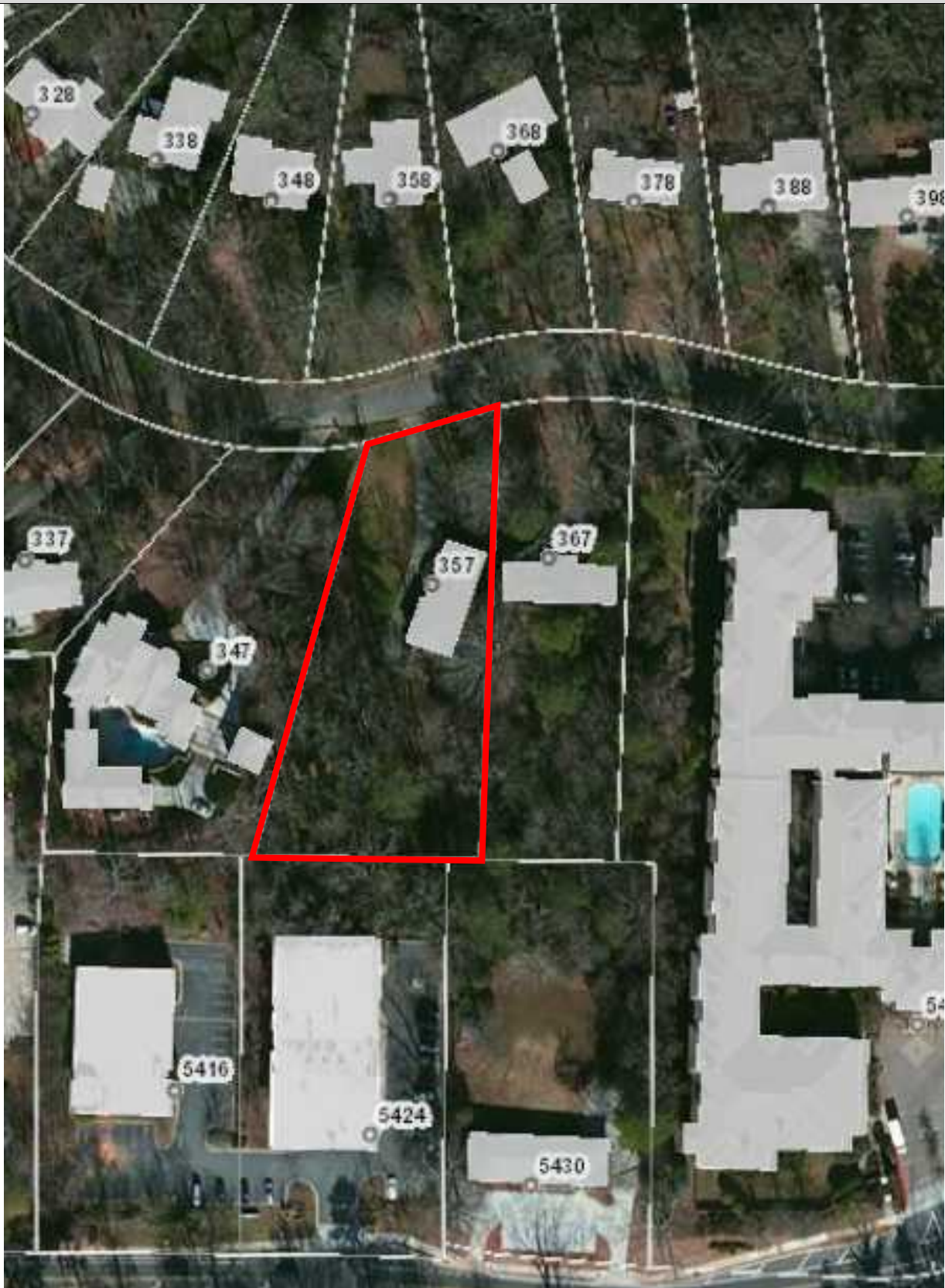
Department of Community Development

Approval conditional of the variance request.

SITE PLAN (FULL SITE PLAN AS ATTACHMENT)

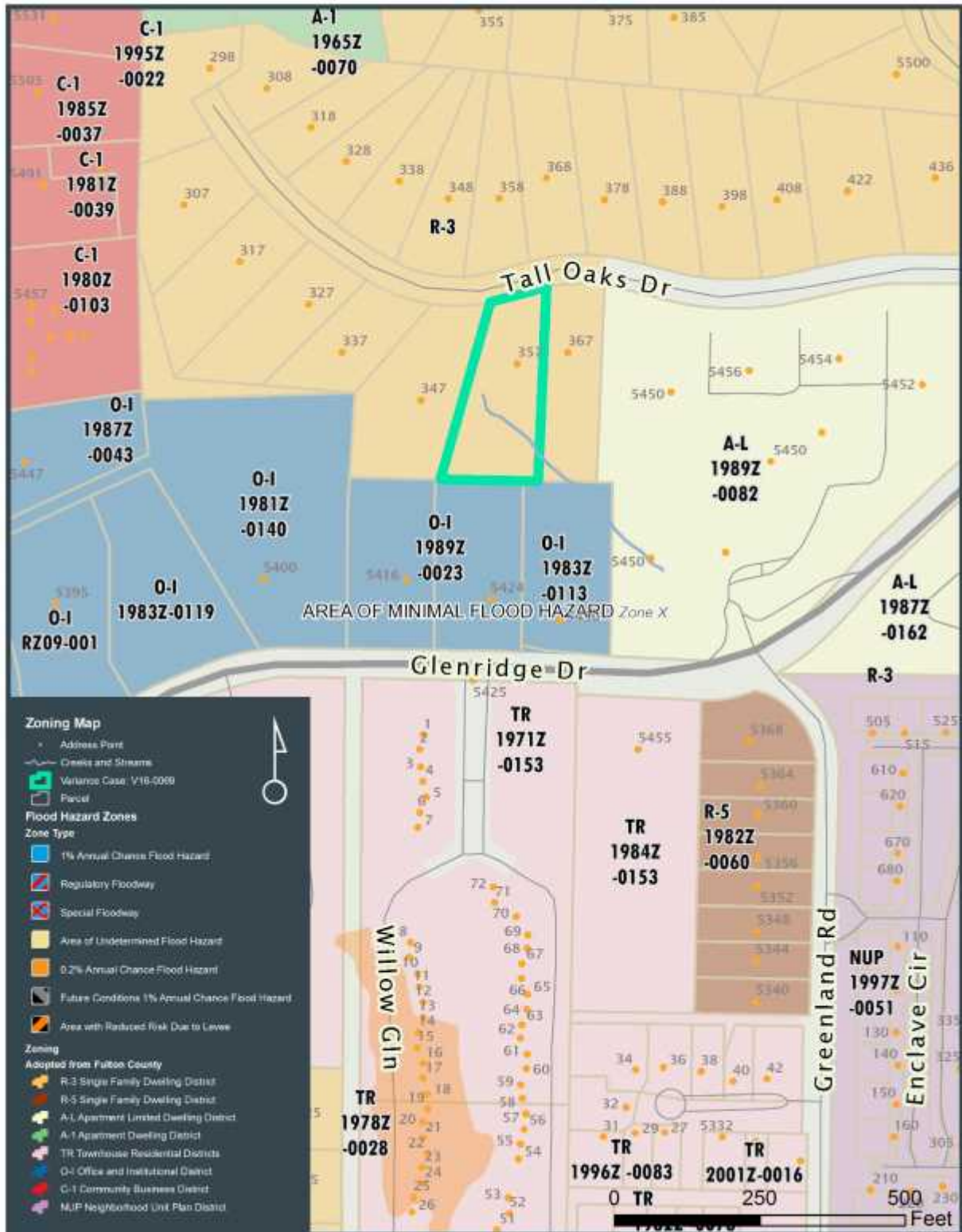


AERIAL IMAGE



ZONING MAP

357 Tall Oaks Dr



VARIANCE CONSIDERATION

Per Section 109-225 of the Development Regulations, Variances will be considered only in the following cases:

A. When a property's shape, topography or other physical conditions existing at the time of the adoption of the ordinance from which the article is derived prevents land development unless a buffer variance is granted.

B. Unusual circumstances when strict adherence to the minimal buffer requirements would create an extreme hardship.

Variances will not be considered when, following adoption from which this article is derived, actions of any property owner of a given property have created conditions of a hardship on that property.

Finding:

The subject lot was established in 1956, before the City established its stream buffer regulations and has a stream that bisects the property diagonally. Combined, the 25-foot State stream buffer, the 50-foot City stream buffer, and the 25-foot City impervious surface setback occupy approximately 90 percent of the buildable area on the lot. Staff finds that the property meets the requirements for a variance since its shape and topography would prevent land development if no variance is granted.

The proposed one-story single-family residence replaces a single-family dwelling demolished in 2015. The concrete driveway remains on the site to this date. At 2,607 square feet, the house footprint is small, compared with similar new construction in Sandy Springs. The applicant situated the residence in the northeast corner of the lot to minimize encroachment into the stream buffers and setback. The structure's front-entry garage reduces the length of the driveway and the impervious surface on the site. Staff finds the proposed development's site design appropriately minimizes intrusion into the impervious surface setback and potential runoff into the stream.

The applicant is proposing to remove the entire 1,283 square feet of existing concrete driveway within the 50-foot City stream buffer. While the applicant proposes an increase of 77 square feet of impervious surface within the 25-foot City impervious surface setback, the net reduction of 1,206 square feet of impervious surface will reduce runoff into the stream and is considered mitigation. At this time, the applicant decided not to remove that portion of the concrete driveway within the 25-foot State stream buffer. The City's Chief Environmental Compliance Officer supports this action, since the driveway is within 10 feet of the stream and demolition could negatively impact the stream.

The applicant proposes 4,065 square feet of new impervious surface on the site. This includes the 673 square feet within the 25-foot City impervious surface setback and 3,392 square feet for the house, driveway, and associated improvements outside of the setback. According to City requirements, the applicant has to treat the first 1.2 inches of rain fall on the site to prevent soil erosion into the stream. As a mitigation measure, the applicant is proposing a water quality pit and a rain garden with a total capacity of 1,206 cubic feet of runoff from the house roof, and associated improvements. The provided volume is

sufficient to capture 249 percent of the anticipated impact, and will decrease the impact on the stream compared to the existing conditions.

Approval of this request will increase water quality for the stream, and would be in harmony with the general purpose and intent of the stream buffer regulations.

COMMENTS FROM OTHER PARTIES

None received

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Staff has reviewed the request relative to the variance standards contained in Section 109-225 of the Sandy Springs Development Regulations. Based upon this review, staff recommends **APPROVAL** **CONDITIONAL** of variance request V16-0069 to allow the construction of a single-family detached residence with an encroachment of 673.4 square feet into the 25-foot City impervious surface setback (25-foot additional impervious surface setback associated with a stream buffer), and for an encroachment of 1283.3 square feet into the 50-foot City stream buffer to remove a concrete driveway.

Should the Board of Appeals choose to approve the requests, staff recommends the following conditions:

1. To construct a residence and associated improvements and to remove a concrete driveway as shown on the residential site plan and the buffer mitigation plan prepared and sealed by W. Lamar Davis dated June 20, 2016.
2. Any revisions of the submitted site plan and buffer mitigation plan must be reviewed and approved by Staff.
3. The installation of a water quality pit with sufficient capacity to treat 409.6 cubic feet of runoff and a rain garden with sufficient capacity to treat 600 cubic feet of runoff, or alternative water quality installations that treat a minimum of 1009.6 cubic feet of runoff on the site as approved by the Department of Community Development.



STREAM BUFFER
VARIANCE APPLICATION



Application checklist:

Page No.	Item	Completed/ Included in Submittal
1	Project Information Sheet	☒
2-3	Detailed Process and Instructions	N/A
4-5	Authorization Forms	☒
	Additional requirements:	
6	Letter of Intent	☒
6	Variance Analysis	☒
7	Chattahoochee River Corridor Certificate	☐ or N/A ☒
7	Stormwater Management Plan	☒ or N/A ☐
7	Georgia Environmental Protection Division Approval	☐ or N/A ☒
7-8	Survey, Site Plan and Legal Description	☒
8	Mitigation Plan	☒
10	Fee schedule	N/A
10	Meeting schedule	N/A

Provide also:

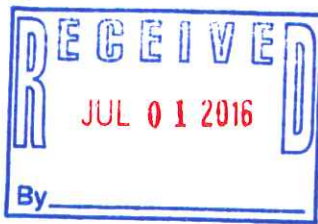
All the documents electronically (CD/DVD, thumb drive or via email) Note: The Legal Description must be in a Word document	☒
Site plan: one (1) copy on 11"x17" and two (2) full-scale copies	☒

The Director reserves the right to request additional information deemed necessary to analyze the request.

Incomplete applications will not be accepted.

Planner's initials:

PL



Case No.:

Planner's initials: PL

PROJECT INFORMATION SHEET

PROPERTY	Address(es): <u>357 TALL OAKS</u>	
	Parcel Tax ID: <u>17-0069-0001-020</u>	
	Land Lot(s): <u>0069</u>	Land District(s): <u>17</u>
	Total acreage: <u>.96 (41,070 sq. ft.)</u>	Council district:
	Current zoning: <u>R-3</u>	Current use: <u>SINGLE FAMILY RESIDENTIAL</u>
	Overlay district: <u>PLAT 8004-56 PG. 137</u>	Future land use: <u>SINGLE FAMILY RESIDENTIAL</u>

APPLICATION	Detailed request (include Ordinance/Code Section No.):	
	<u>TO ENCROACH 673.4 SQUARE FT. INTO THE 75 FOOT</u>	
	<u>IMPERVIOUS BUFFER. FROM SECTION 109-225 OF</u>	
	<u>DEVELOPMENT REGULATIONS. AND TO REMOVE 1203.3</u>	
	<u>30. FT. OF CONCRETE BETWEEN THE 25 FT. AND 50 FT.</u>	
	<u>BUFFERS.</u>	
Petitioner:	<u>William Wilson</u>	
Petitioner's address:		
Phone:	<u>714-970-4022</u>	Email: <u>bwilson@mchtoolsmith.com</u>

OWNER	Property owner: <u>ALBERTO BRAUN</u>	
	Owner's address:	
	Phone:	Email:
	Signature (authorizing initiation of the process):	
	<i>If the property is under contract and the owner is unavailable to sign, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-application meeting date: <u>6/16/2016</u>	Anticipated application date: <u>7/1/2016</u>
Anticipated PC date: ☐ N/A	Anticipated BOA date: <u>8/11/2016</u>
ADDITIONAL INFORMATION NEEDED:	



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:	John Willis
Company:	JPW Homes, LLC
Address:	281 W. Wieuca Rd. NE
City, State, Zip Code:	Atlanta, GA 30342
Email address:	johnw@johnwilliscustomhomes.com
Phone number:	770-623-1496
Agent's signature:	<i>John Willis</i>
Applicant's signature:	

Sworn and subscribed before me this <u>16th</u> day of <u>June</u> 20 <u>16</u>
Notary public: <u>Brenda D. Mayton</u>
Seal: 
Commission expires:



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:	John Willis
Company:	JPW Homes, LLC
Address:	281 W. Wierca Rd. NE
City, State, Zip Code:	Atlanta, GA 30342
Email address:	johnw@johnwilliscustomhomes.com
Phone number:	770-623-1496
Agent's signature:	<i>John Willis</i>
Applicant's signature:	

Sworn and subscribed before me this 16 th day of June 20 16
Notary public: Brenda D. Mayton
Seal:
Commission expires:





LOT PURCHASE AND SALE AGREEMENT

Offer Date: June 2, 2016



2016 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: 357 Tall Oaks Drive

City Atlanta, County Fulton, Georgia, Zip Code 30342-1318

MLS Number: 5607342 Tax Parcel I.D. Number: 17-0069-0001-028

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

☐ (1) attached as an exhibit hereto;

☒ (2) the same as described in Deed Book 47450, Page 83 of the land records of the above county; **OR**

☐ (3) Land Lot(s) 0069 of the 17 District, 0 Section/GMD, Lot 25, Block 0, Unit _____, Phase/Section 0 of John N. Armour Subdivision/Development, according to the plat recorded in Plat Book 56, Page 137, et. seq., of the land records of the above county.

2. Survey. A survey of Property ☒ is **OR** ☐ is not attached to this Agreement as an exhibit.

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

\$ 320,000.00; or
\$ _____ per acre
based upon a survey performed in accordance with the attached Survey Resolution Exhibit.

4. Closing Costs.

Seller's Contribution at Closing:
\$ 0

5. Closing and Possession.

a. Closing Date: As provided in Special Stip #1

b. Seller Retains Possession of Property Through: Closing

6. Holder of Earnest Money ("Holder").

Keller Williams Peachtree Road

7. Closing Attorney/Law Firm.

Campbell and Brannon, LLC, Buckhead Office

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

☐ a. \$ _____ as of the Offer Date.

☒ b. \$ 7,500.00 within 5 days from the Binding Agreement Date.

☐ c. _____

9. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 18 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 Seller additional option money of \$ N/A by ☐ check 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.

10. Brokerage Relationships in this Transaction.

a. Selling Broker is KELLER WILLIAMS RLTY-PTREE RD and is:

- (1) ☒ representing Buyer as a client.
- (2) ☐ not representing Buyer (Buyer is 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. Listing Broker is KELLER WILLIAMS RLTY, FIRST ATLANTA and is:

- (1) ☒ representing Seller as a client.
- (2) ☐ not representing Seller (Seller is 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: Broker and/or their affiliated licensees disclose the following material relationships:

None

11. 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 to Buyer, Seller, Brokers and Broker's affiliated licensees working in this agreement for their various uses.

12. Time Limit of Offer. The Offer set forth herein expires at 7 pm o'clock a.m. on the date June 3, 2016

Buyer(s) Initials JB

Seller(s) Initials LB

6/3/2016 | 12:00:00
6/3/2016 | 16:52 EDT

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B. CORRESPONDING PARAGRAPHS FOR SECTION A**1. Purchase and Sale/Title.**

- 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 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 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.

2. Survey. Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.

3. Purchase Price and Method of Payment. 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.

4. Closing Costs and Prorations.

- a. **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 warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- b. **Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- 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. 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 costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

5. Closing 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, if any, (including in "all cash" transactions) or the closing attorney 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.

6. Holder of Earnest Money. The earnest money shall 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 for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. 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. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. 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.

8. Return and Disbursement of 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 offer to 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. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it 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 1099 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 are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

9. Inspection and Due Diligence.

- a. Right to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Such evaluations may include, without limitation, a study of any applicable building setback requirements, a percolation test to determine whether and how large a septic system can be installed on the Property, the existence of streams from which buildings must be further setback, the availability of utilities and the testing of well water. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or relating to the exercise of these rights.
- 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.
- 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. 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.

10. Agency and Brokerage.

- a. Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller

greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

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

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

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

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

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

- b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).
- 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 advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.

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). 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 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 and 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). 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.

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- a. **Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. **Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of 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, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission 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. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
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) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged 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 not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.
4. **Other Provisions.**
- a. **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. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. **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 representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. **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.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **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.
- f. **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 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.
- g. **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.
- h. **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.
- i. **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.
- j. **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. 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.
- k. **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.

5. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☒ All Cash Exhibit as Exhibit " A "
- ☐ Back-up Agreement Contingency as Exhibit " _____ "
- ☐ Community Association Disclosure as Exhibit " _____ "
- ☐ Conventional Loan Exhibit as Exhibit " _____ "
- ☐ FHA Loan Exhibit as Exhibit " _____ "
- ☐ Legal Description of the Property as Exhibit " _____ "
- ☐ Loan Assumption Exhibit " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency as Exhibit " _____ "
- ☐ Seller's Property Disclosure Statement as Exhibit " _____ "
- ☒ Survey of Property as Exhibit " B "
- ☐ USDA-RD Loan Exhibit as Exhibit " _____ "
- ☐ VA Loan Exhibit as Exhibit " _____ "
- ☒ Other Plat as Exhibit "C"
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. (1) Notwithstanding any other provision contained in this Agreement, Buyer shall not be obligated to purchase the Property unless and until Buyer has obtained from the city of Sandy Springs, Georgia a binding variance from the city's 25 feet impervious setback on the Property. Buyer agrees to file an application for such variance on or before July 5, 2016 in accordance with the city's detailed process and instructions and form for a stream buffer variance application. If the variance is approved, Buyer and Seller agree to close on the purchase and sale of the Property within 7 days after Buyer receives the variance approval letter.

If the variance is not approved, Buyer shall have the right to terminate this Agreement and shall be entitled to the earnest money.

Additional Special Stipulations ☐ are or ☒ are not attached.

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F27, Lot Purchase and Sale Agreement, Page 6 of 7, 01/01/16

Buyer Acceptance and Contact Information

DocuSigned by: William M. Wilson, Jr. 6/3/2016 | 15:14 EDT
 1. William M. Wilson, Jr.
 Buyer's Signature

William M. Wilson, Jr.
 Print or Type Name

 Buyer's Address

bwilson@mckoolsmith.com
 Buyer's E-mail Address

Buyer's Phone # _____ Fax # _____
 2. [Signature] 6/3/2016 | 12:18 PDT
 Buyer's Signature

Julia Bendin
 Print or Type Name

 Buyer's Address

jb22.wmw@gmail.com
 Buyer's E-mail Address

Buyer's Phone # _____ Fax # _____

Selling Broker/Affiliated Licensee Contact Information:**KELLER WILLIAMS RLTY-PTREE RD**

Selling Broker
 DocuSigned by: [Signature] 6/3/2016 | 15:09 EDT
 By: Dore Brooks 6/3/2016 | 15:09 EDT
 Broker or Broker's Affiliated Licensee 7255AE8058FD4AD...

Dore Brooks/Andy Peters
 Print or Type Name

KWPR01 H-44680
 MLS Office Code Brokerage Firm License Number

404-993-4644 678-302-9477
 Phone # Fax #

E-Mail dore@thepeterscompany.com

267344
 Selling Agent's Georgia Real Estate License Number

Member of: Atlanta Board of REALTORS®

Seller Acceptance and Contact Information

DocuSigned by: Alberto Bruni 6/3/2016 | 16:52 EDT
 1. Alberto Bruni
 Seller's Signature

 Print or Type Name

 Seller's Address

 Seller's E-mail Address

Seller's Phone # _____ Fax # _____

2. _____
 Seller's Signature

 Print or Type Name

 Seller's Address

 Seller's E-mail Address

Seller's Phone # _____ Fax # _____

Listing Broker/Affiliated Licensee Contact Information:**KELLER WILLIAMS RLTY, FIRST ATLANTA**

Listing Broker
 DocuSigned by: [Signature] 6/3/2016 | 16:29 EDT
 By: Kelley Day 6/3/2016 | 16:29 EDT
 Broker or Broker's Affiliated Licensee FFD95129892742C...

KELLEY DAY
 Print or Type Name

KWFA01 H-33313
 MLS Office Code Brokerage Firm License Number

404-229-2441 404-806-6429
 Phone # Fax #

E-Mail kelleyday@mindspring.com

180877
 Listing Agent's Georgia Real Estate License Number

Member of: ATLANTA BOARD of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of June 3, 2016
 and has been filled in by Dore Brooks.

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



2016 Printing

This Exhibit is part of the Agreement with an Offer Date of June 2, 2016 for the purchase and sale of that certain Property known as: 357 Tall Oaks Drive, Atlanta, Georgia 30342-1318.

1. **All Cash Sale.** In the event Buyer seeks to procure cash required for closing through loans from others or from sources not indicated herein, this Agreement is, in no way, subject to the procurement or availability of such source of cash funds.
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(13)) 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 (_____); 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 Reduce Sales Price ("ATRSP") 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 ATRSP 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 ATRSP shall run through the earlier of: (1) three (3) days from the date that the ATRSP 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 ATRSP, 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 ATRSP; or (b) the last date Seller could have accepted the ATRSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property. In such event, Buyer shall be obligated to purchase the Property for the price set forth in this Agreement.
 - 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: DS 6/3/2016 | 12:18 DS 6/3/2016 | 15:14 EDT Seller's Initials: AB 6/3/2016 | 16:52 EDT

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F79, All Cash Sale Exhibit, 01/01/16

#357 & #367 TAIL PINES DRIVE

FLOOD STATEMENT

ACCORDING TO THE FBI, PERSONS HAVING BEEN IN CONTACT WITH THE SUBJECTS OF THIS CASE, AND WHOSE NAMES ARE BEING FURNISHED TO YOU FOR YOUR INFORMATION, ARE AS FOLLOWS:

LPIE TABLE		
LPIE	UNIT	DATE
1	33.30	1977.4.5
2	5.45	1977.4.5

CLIP	LENGTH	BIT/PS	CHIPS	NRADING
C1	58.72	417.51	66.03	83207743
C2	57.58	115.61	37.27	807531071
C3	59.26	495.78	54.51	82774461

LEGEND

52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																			
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GENERAL NOTES

[illegible]

NOT. A.1. FASSTENETS RÖNDET OCH DEN RÖDA C

“On the 25th day of 1853” “On the 25th day of 1853”

[illegible]

WISCONSIN JOURNAL OF LAW & SOCIETY

or substituted with the following information and labels:

1. Canceled 1998 Sun Life Policy (Vol Unit 2) and

OF THE STATE OF GEORGIA

and he agreed with the Board in a joint statement that the firm was "the strongest in the market."

These are the most common of the various types of

5-5-67. MURPHY GUYA VICK 15-9-67. 13-1-7. 1

1000

1998

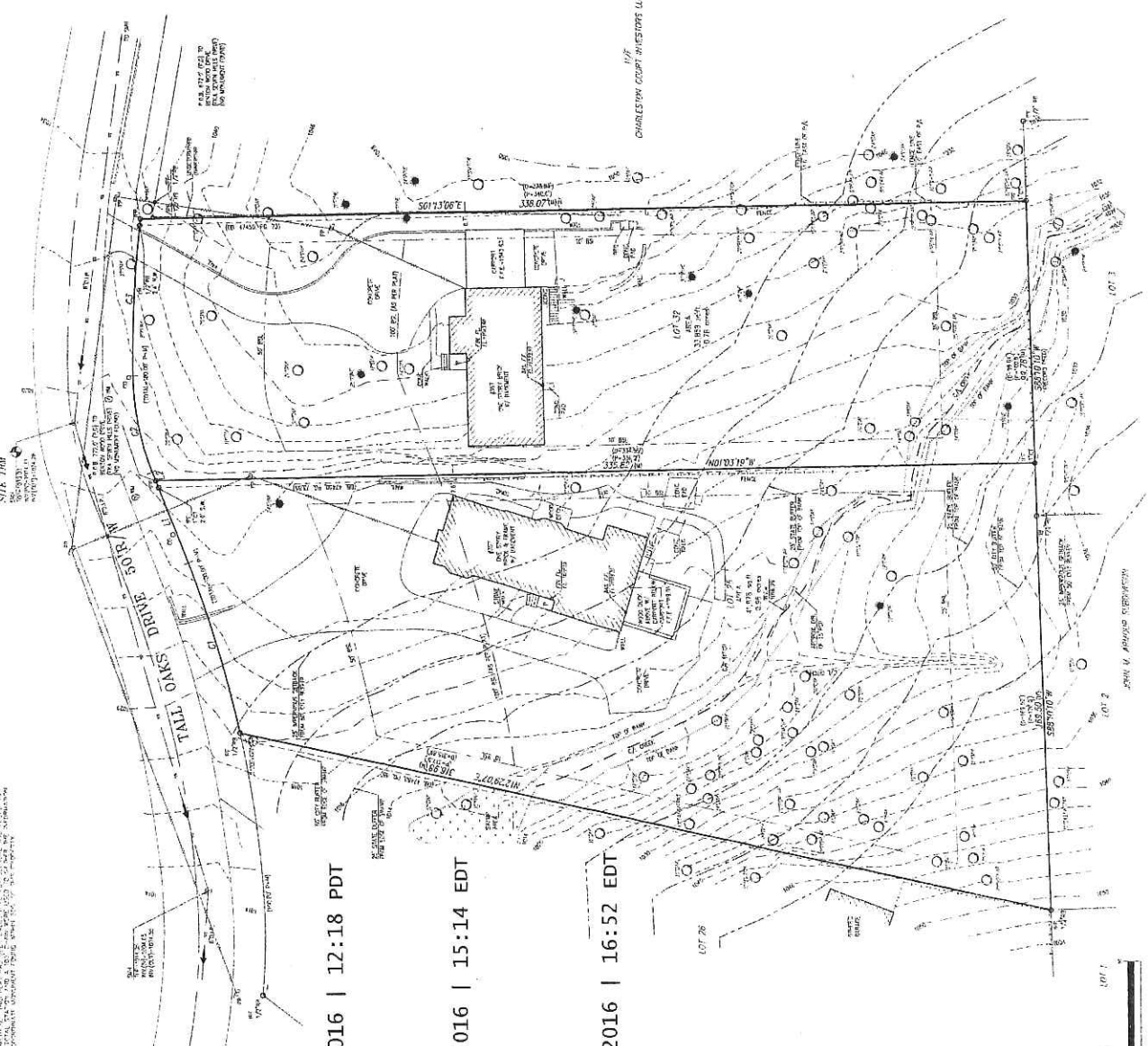


Exhibit "B"

6/3/2016 | 12:18 PDT

6/3/2016 | 15:14 EDT

6/3/2016 | 16:52 EDT

101



LEGAL DESCRIPTION

All that tract or parcel of land lying in Land Lot 69 of 17th District of Fulton County, Georgia, lying within the limits of the City of Sandy Springs, being more particularly described as follows:

Begin at a rebar 772.0' Southwesterly from intersection formed between the Southeastern Rights-of-Way of Tall Oaks Drive (50' R/W) and the Western Rights-of-Way of Denton Wood Drive; thence leaving the Southeastern Rights-of-Way of Tall Oaks Drive (50' R/W) S 01°03'19" E along the property line common with Lot 32 of Property of John N. Armour (Plat Book 56, Page 137) a distance of 335.82' to a rebar; thence S 88°10'10" W along the property line common with Pyrenees Enterprises, Inc. (Deed Book 37458, Page 26) and Shoffland Holdings, LLC (Deed Book 49470, Page 159) a distance of 169.50' to a rebar; thence N 12°29'07" E along the property line common with Lot 26 of Property of John N. Armour (Plat Book 56, Page 137) a distance of 316.98' to a rebar on the Southeastern Rights-of-Way of Tall Oaks Drive (50' R/W); thence along the Southeastern Rights-of-Way of Tall Oaks Drive (50' R/W) along a curve to the left having a radius of 387.71' an arc distance of 66.71' (said arc being subtended by a chord bearing N 73°01'14" E a distance of 66.63') to the Point of Beginning.

Said Tract of Land being known as being Lot 25 of Property of John N. Armour (Plat Book 56, Page 137), being more particularly shown on Topographic Survey For: JPW Homes, LLC; prepared by Gaddy Surveying & Design, Inc. dated: June 7, 2016, containing 0.96 acre.

Letter of Intent

Date: June 29, 2016

Applicant: JPW Homes LLC
281 West Wieuca Road
Atlanta, GA 30342
770-294-7452

Subject Property: 357 Tall Oaks Drive
Sandy Springs, GA 30342

Requested Variance:

JPW Homes is requesting a stream buffer variance for the 75 ft. Impervious Setback to allow a 3100 square ft. single family slab home to be built on the lot.

Project Narrative:

The subject property is in a residential neighborhood that has several remodeled homes as well as a few new infill homes. The area of the property is 0.96 acres. The lot is about 100 ft. wide at the street front and opens up to a width of 169.5 ft. at the rear. It is about 336 ft. deep at the left side and about 317 ft. deep at the right side. The lot slopes from left to right and towards the rear. There is a creek that intersects roughly 1/3 of the lot at the rear. There was an existing home that was torn down but the surrounding drive and concrete were left in place. We are proposing to saw cut the concrete at the 25 ft. state buffer and leave all of the 686.6 sq. ft. of concrete that is within the state buffer, conditioned on seeking approval from the state to remove that concrete by hand. We are proposing to remove all of the 1283.3 sq. ft. of concrete between the 50 ft City buffer and the 25 ft. state buffer; and to remove all of the 595.6 sq. ft. of concrete between the 50 ft. City Buffer and the 75 ft. Impervious Setback. We also will remove all the other concrete on the lot (i.e., the concrete that is on the front of the lot and outside the 25 ft. state buffer, the 50 ft. City buffer and the 75 ft. Impervious Setback). Mulching will be put in place after concrete is removed. The proposed new home will be a slab home at a proposed 3100 square feet of heated space. It is a 2 car front entry home with a master on the main. The requested area of the home that will encroach into the 75 ft. Impervious Setback is 673.4 sq ft. There are existing plantings and grassing along the creek and creek bed. See pictures of the concrete, the creek and creek plantings and grassing below.



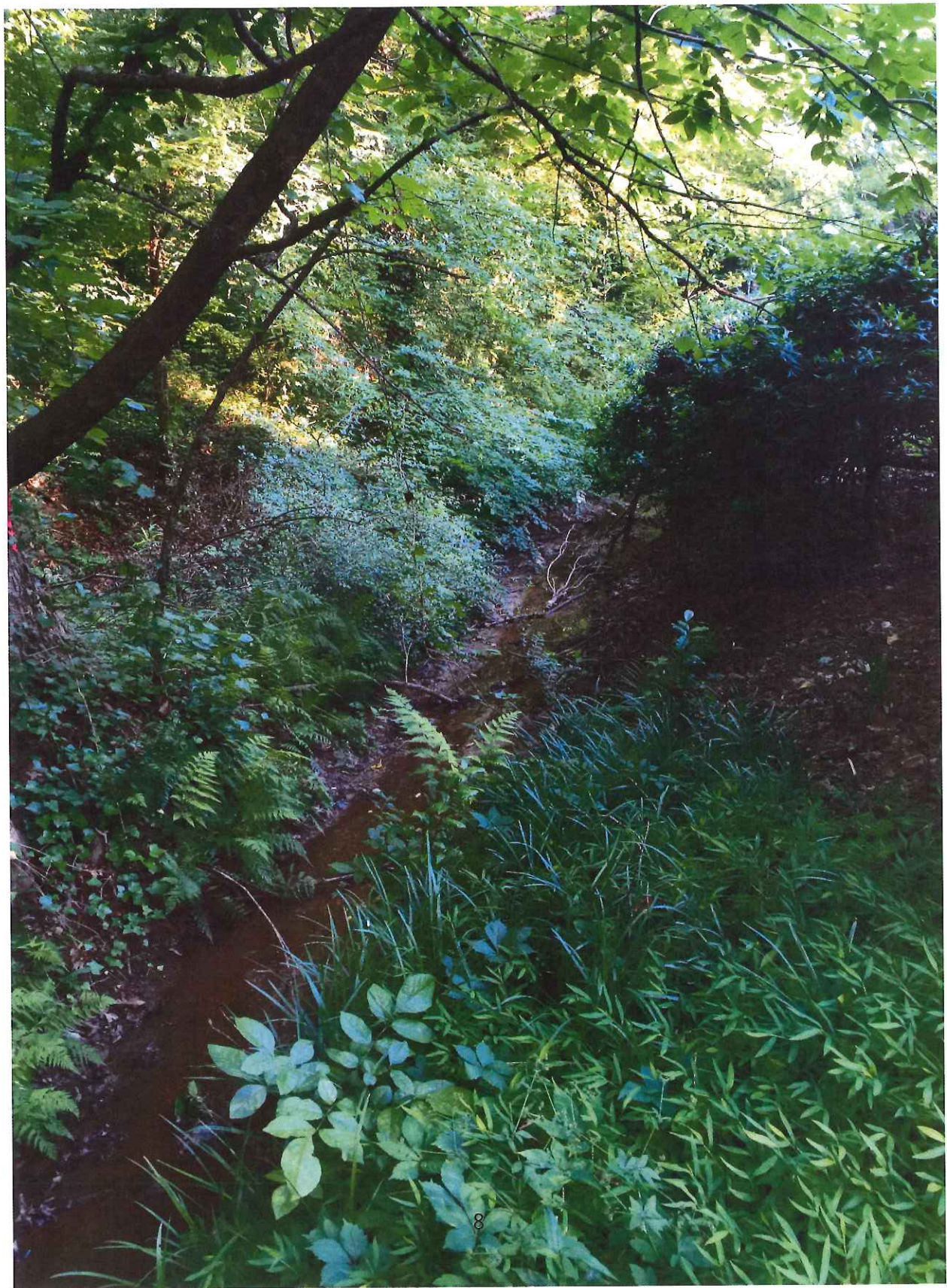














Mitigation Strategy:

There are approximately 1879 square feet of existing concrete between the 25 ft. state buffer and the 75 ft. Impervious Setback on the lot that will be removed; and mulching will be put in place while the home is under construction. This will vastly improve the lot and the drainage as well as aesthetics from the street. The home that we plan on putting on the lot is much smaller in size than the 4500-6000 square foot home on a basement with a 3 car garage that is typical for this area and neighborhood. This home is not being built as a spec. The property is being purchased by clients of ours who are a married couple with one child who are currently living in Texas, but who are returning to Atlanta to be closer to family as they near retirement. The home they want to build will be a slab home, so there will be very little excavation on the lot. The home will have 2 stories with a 2 car front entry and will contain only 3100 square feet of heated space. With this smaller home, the area of the house that will encroach into the Impervious Setback is only 673.4 square feet, which is a vast improvement over the 1879 square feet of concrete that is within the buffers on the lot now. This is a difference of 1205 square feet. We have also pushed the house as far to the front set back and side set back as possible to keep it away from the Impervious Setback; and have designed the floor plan to minimize the impact into the Impervious Setback. We have also included a gravel pit with a flo-well in the front yard to help minimize run off and to abide by City of Sandy Springs code. In the rear of the home we have proposed a rain garden with numerous plantings that will help with the run off and also add to the overall look and aesthetics of the lot. We plan to grass and also mulch all disturbed areas and greatly improve the rear of the lot. We also will plant 2 trees along with multiple plantings within the 25-50 ft buffer to help mitigate the removal of the concrete.

Alternative Design Explored:

We have explored different ideas to try to stay out of the 75 ft. Impervious Setback, but there is really no way to put a new house on the lot without encroaching into at least this setback due to the fact that the impervious setback line pushes so close to the 50 ft. front building setback at the front of the lot.

Variance Analysis

Date: June 29, 2016

Applicant: JPW Homes LLC
281 West Wieuca Road
Atlanta, GA 30342
770-294-7452

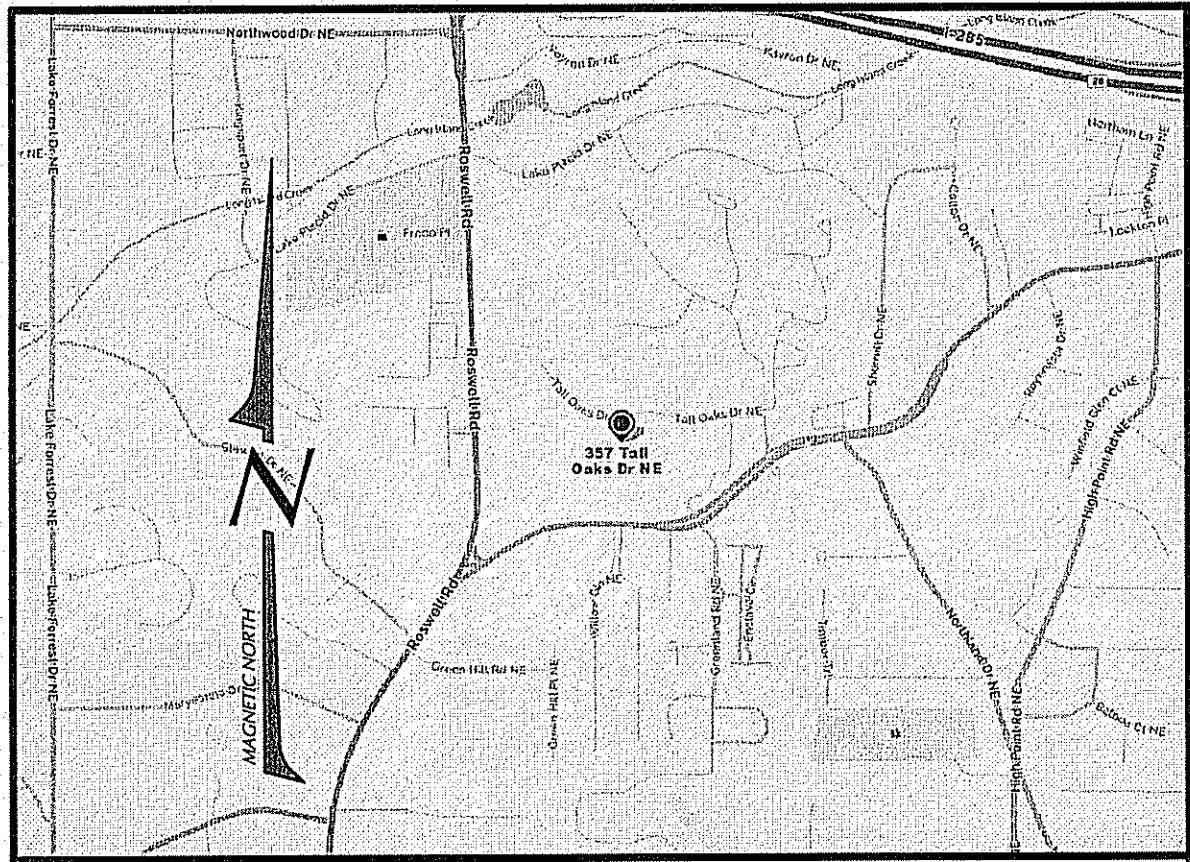
Subject Property: 357 Tall Oaks Drive
Sandy Springs, GA 30342

A. Property Conditions:

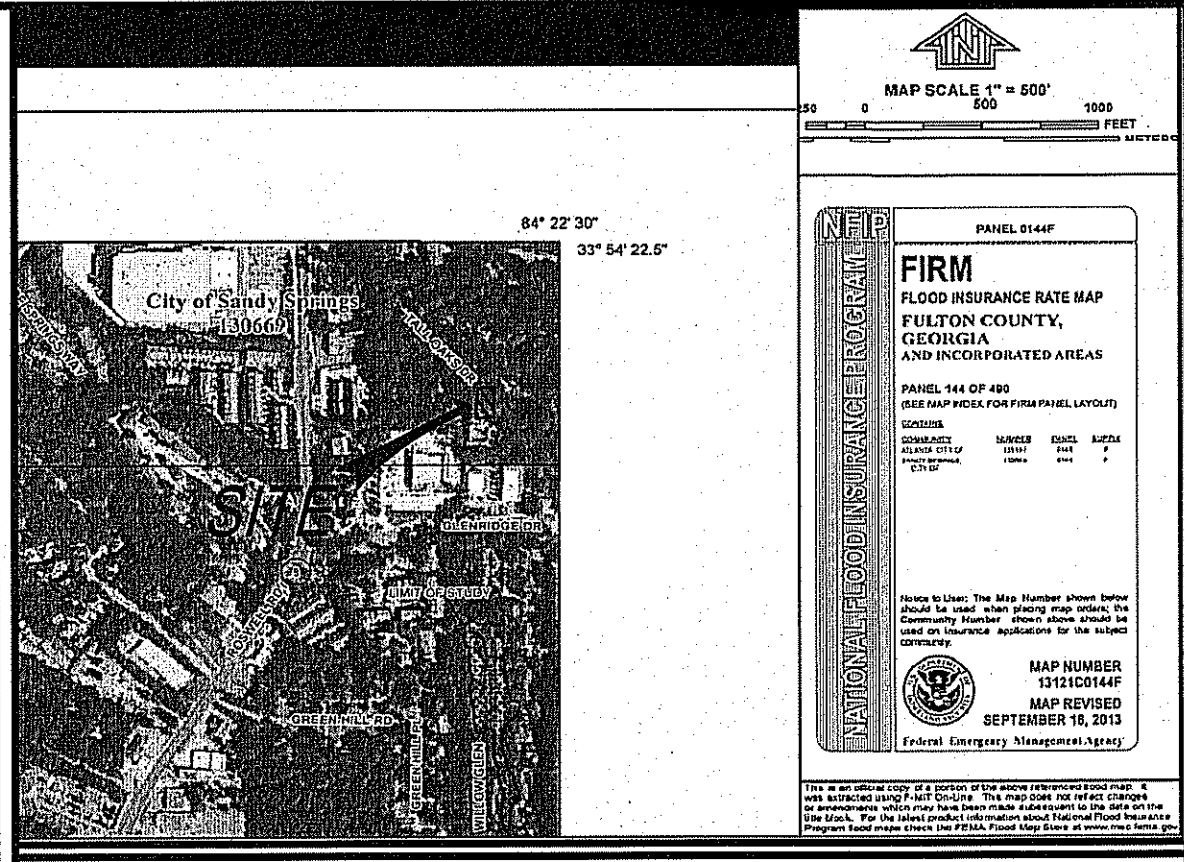
The subject property is slightly pie shaped and starts off narrow in the front and slopes off to the rear and to the right and becomes wider (front and rear and left and right as referenced here are from the perspective of facing the lot from the street). The width of the lot is approximately 100 ft. at the street and opens up to 169.5 ft. at the rear of the lot. A creek crosses the lot at a sharp angle toward the rear of the lot, intersecting the left side of the lot roughly 35 ft. from the rear of the lot and intersecting the right side of the lot roughly 120 ft. from the rear of the lot. Therefore, as the creek winds from left to right it also winds from the rear to the front, and, as a result, pushes the buffers and setback closer to the front of the lot and closer to the 50 ft. building line. As the creek pushes towards the front of the lot, it severely decreases the ability to fit a structure on the lot. At the front of the lot where the 75 ft. impervious setback meets the front 50 ft. building set back it reduces the front building line to only 56 feet (from what would otherwise be more than 100 ft.). It pushes even closer at the back side and towards the right creating a very small pie shape and making the buildable area from front to back extremely narrow. We have designed a small floor plan that does not have very much width or depth and are still unable to stay out of the 75 ft. impervious setback. Trying to fit a floor plan on this lot for a house that would fit in for this area and this neighborhood without some buffer variance is not possible.

B. Explanation:

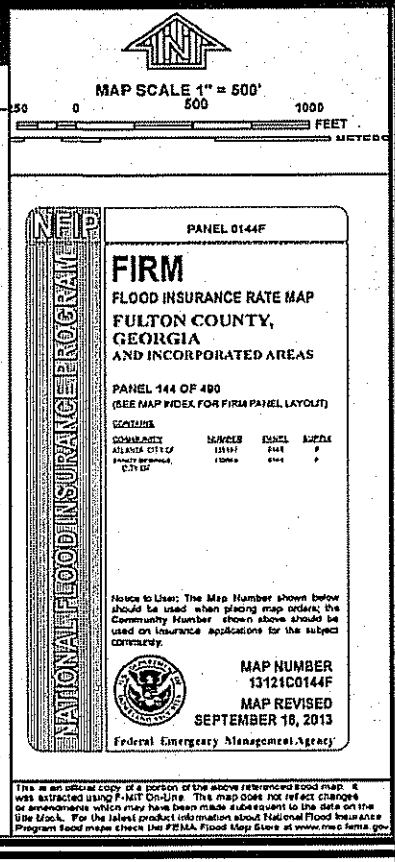
This lot is unbuildable unless some sort of variance is granted. The 75 ft. impervious setback line pushes so far to the front that there is no practical floor plan that will fit within the buildable area. We have done everything possible to try and make as small of an impact in the impervious setback as possible and also to mitigate the removal of the concrete. We have installed a gravel trench at the front and a rain garden at the back and have designed a smaller floor plan to try to reduce the amount of area requested to cross over the 75 ft. impervious setback.



LOCATION MAP
NOT TO SCALE



F.I.R.M. MAP
NOT TO SCALE



CRITICAL ROOT ZONE IMPACT CALCULATIONS

LOCATION	SIZE	TYPE	ROOT ZONE	⁽¹⁾ EXISTING IMPACT	NET CRITICAL ROOT ZONE	⁽²⁾ IMPACT TO NET CRITICAL ROOT ZONE	⁽³⁾ PERCENT IMPACT TO NET CRITICAL ROOT ZONE
(A)	17'x15'	PN	3217.0 sq.ft	355.3 sq.ft	2861.7 sq.ft	0.0 sq.ft	0.0 %
(B)	24"	HW	1809.6 sq.ft	0.0 sq.ft	1809.6 sq.ft	0.0 sq.ft	0.0 %
(C)	18"	HW	1017.9 sq.ft	0.0 sq.ft	1017.9 sq.ft	0.0 sq.ft	0.0 %
(D)	10"	HW	314.2 sq.ft	0.0 sq.ft	314.2 sq.ft	0.0 sq.ft	0.0 %
(E)	29"	HW	2642.1 sq.ft	0.0 sq.ft	2642.1 sq.ft	0.0 sq.ft	0.0 %
(F)	16"	HW	804.2 sq.ft	0.0 sq.ft	804.2 sq.ft	0.0 sq.ft	0.0 %
(G)	8"	HW	201.1 sq.ft	0.0 sq.ft	201.1 sq.ft	0.0 sq.ft	0.0 %
(H)	8"	HW	201.1 sq.ft	0.0 sq.ft	201.1 sq.ft	0.0 sq.ft	0.0 %
(I)	24"	HW	1809.6 sq.ft	0.0 sq.ft	1809.6 sq.ft	0.0 sq.ft	0.0 %

- (1) DUE TO EXISTING HOUSE OR ROAD
(2) DUE TO PROPOSED CONSTRUCTION
(3) $(\text{IMPACT TO NET CRITICAL ROOT ZONE}) / (\text{NET CRITICAL ROOT ZONE}) = .XXX (100) = XX.X\%$

CONSERVED TREES

CONSERVED TREES	ASSIGNED CANOPY
1 x 17'x15" PN	1000
2 x 24" HW	2000
1 x 18" HW	1000
1 x 10" HW	1000
1 x 29" HW	1000
1 x 16" HW	1000
2 x 8" HW	2000
TOTAL	9000

DENSITY REQUIREMENTS
TOTAL AREA = 0.96 (41,817.6 S.Q.FT)
TOTAL AREA OUTSIDE BUFFERS = 0.31 (13,337.6)
REQUIRED CANOPY (.35% (13,337.6) = 4,668.2 S.Q.FT
CANOPY SAVED = 9,000
CANOPY REPLACED = 0
TOTAL: 9,000 > 4,668.2

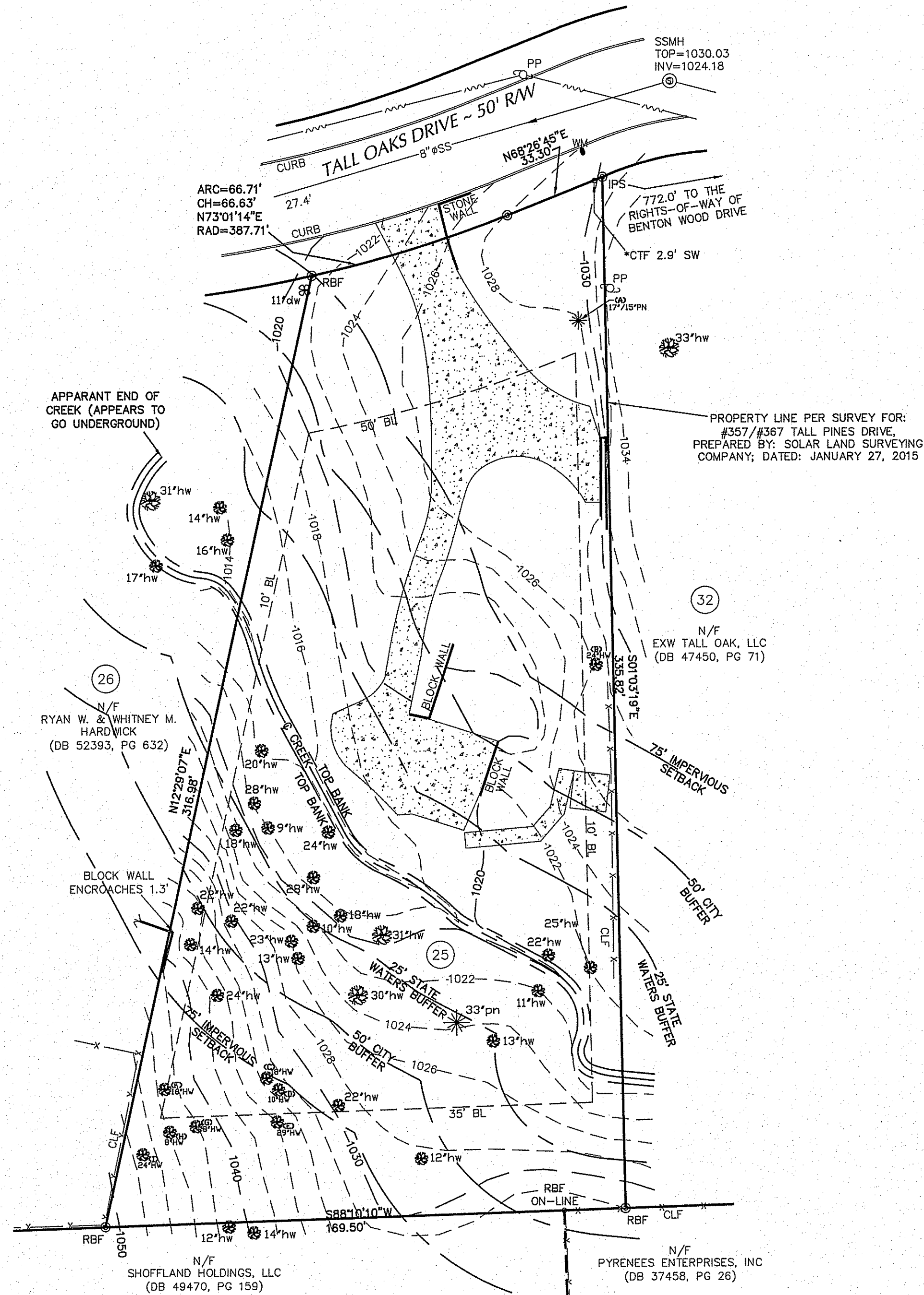
SITE INFORMATION:

357 TALL OAKS DRIVE
TOTAL AREA: 0.96 ACRES
R-3 (SINGLE FAMILY RESIDENTIAL DISTRICT) REQUIREMENTS
MINIMUM LOT WIDTH:
ALL LOTS SHALL HAVE AT LEAST ONE HUNDRED (100) FEET OF LOT WIDTH
ALL LOTS SHALL HAVE AT LEAST THIRTY-FIVE (35) FEET ADJOINING A STREET
AS MEASURED ALONG THE PUBLIC STREET FRONTAGE.
MINIMUM LOT AREA: EIGHTEEN THOUSAND (18,000) SQUARE FEET.
MINIMUM YARD ADJACENT TO PUBLIC STREET:
FROM MAJOR THOROUGHFARES: FIFTY (50) FEET.
INTERIOR SIDE YARD SETBACKS: TEN (10) FEET.
REAR YARD: THIRTY-FIVE (35) FEET.
MAXIMUM HEIGHT OF STRUCTURES:
MINIMUM FLOOR AREA:
MAXIMUM LOT COVERAGE:

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

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A.
SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD
INSURANCE RATE MAP #13121C0144F, EFFECTIVE DATE: 09-18-2013
STATE WATERS EXIST ON SUBJECT PROPERTY
CITY OF SANDY SPRINGS PERSONNEL AND/OR AGENTS, SHALL
HAVE FREE AND TOTAL ACCESS TO, ACROSS, AND UNDER
DRIVEWAYS, THAT WILL BE INSTALLED ON THIS RECORDED
LOT, FOR THE PURPOSES OF INSPECTION, REPAIR, AND/OR
CONSTRUCTION, AND SHALL HAVE NO RESPONSIBILITY FOR
DAMAGES TO, OR THE REPAIR OF, IMPROVEMENTS WITHIN
SAID EASEMENT.

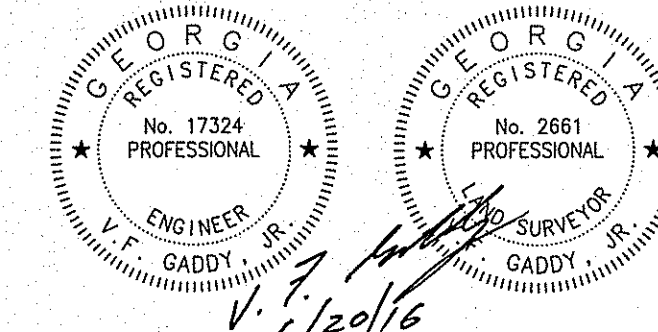
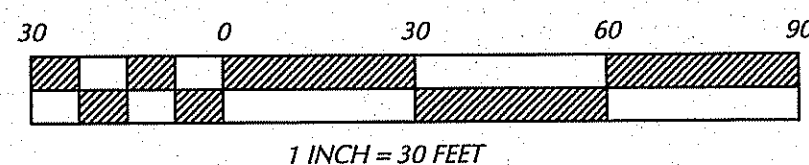
Received
7/1/2016



EXISTING CONDITIONS

SCALE: 1" = 30'

GRAPHIC SCALE



OWNER/DEVELOPER

JOHN WILLIS HOMES
3763 ROGERS BRIDGE ROAD
DULUTH, GEORGIA 30097
770-623-1496

24 HOUR CONTACT

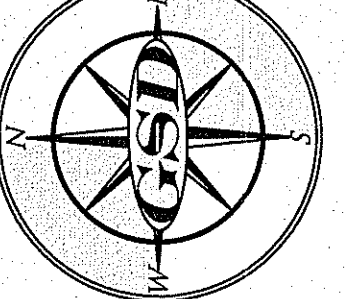
BOBBY LIVINGSTON
770-294-7452

ENGINEER/ SURVEYOR

GADDDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD NW
LAWRENCEVILLE, GEORGIA 30044
(770) 931-5920
(770) 931-5903 (FAX)
CONTACT: FRANK GADDDY
(678) 873-0391

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WITHOUT THE EXPRESSED WRITTEN CONSENT OF GADDDY
SURVEYING & DESIGN IS SUBJECT TO LEGAL ACTION.

GADDDY SURVEYING
& DESIGN, INC.



357 TALL OAKS DRIVE
LOT 25 OF PROPERTY OF JOHN N. ARMOUR
PLAT BOOK 56 ~ PAGE 137
LAND LOT 69 ~ 17th DISTRICT
CITY OF SANDY SPRINGS ~ FULTON COUNTY, GEORGIA

DATE: 06/20/16
DRAWN: AMB
CHECKED: VFC
SCALE: 1" = 20'
SHEET TITLE

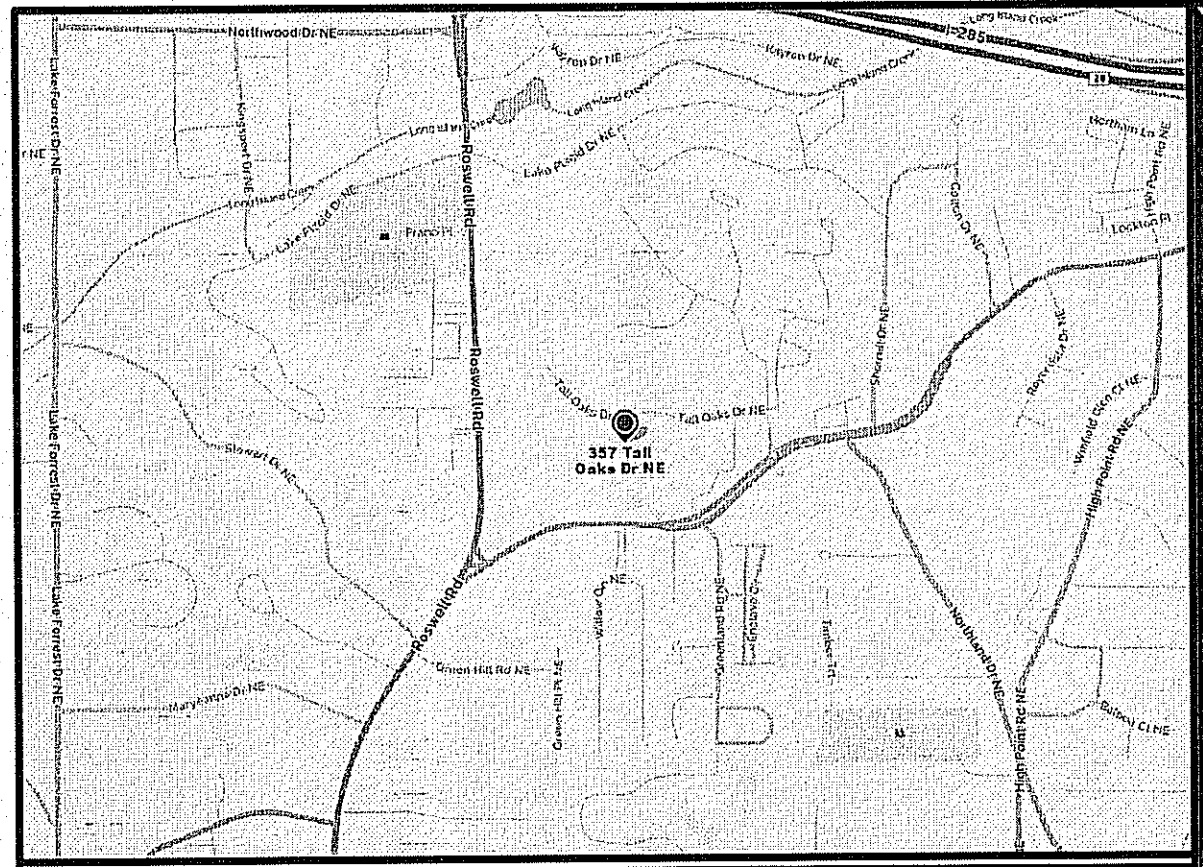
EXISTING
CONDITIONS

PROJECT NUMBER
JW1-16-263

1
DRAWING NUMBER

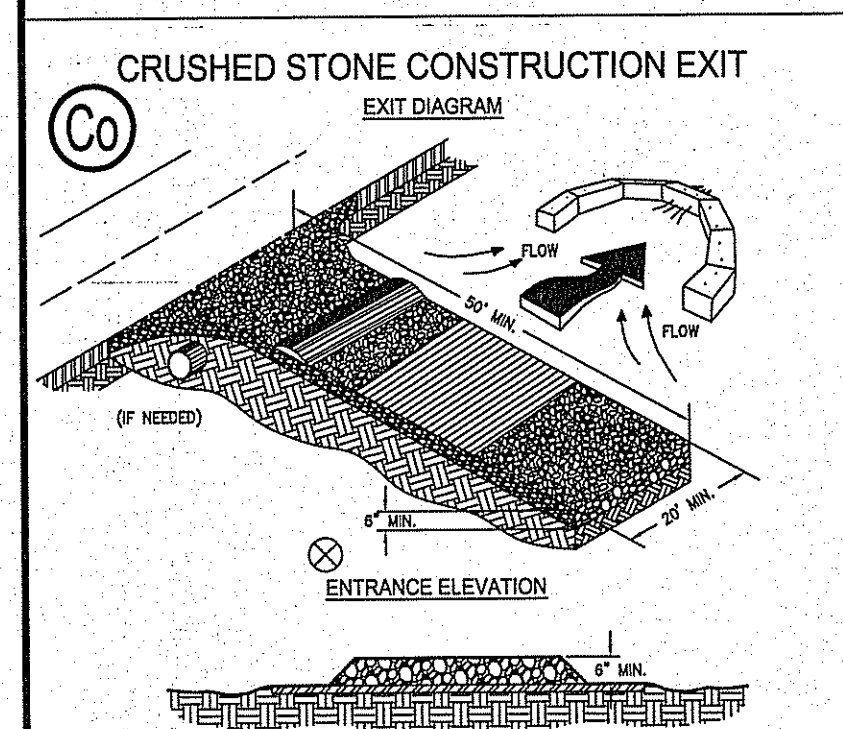
- LEGEND
- IPS IRON PIN SET (1/2" RE. BAR)
 - RBF RE. BAR FOUND
 - CTF CRIMP TOP FOUND
 - OTF OPEN TOP FOUND
 - JB JUNCTION BOX
 - R/W RIGHT-OF-WAY
 - B.L. BUILDING LINE
 - P.L. PROPERTY LINE
 - CB CATCH BASIN
 - SSMH SEWER MANHOLE
 - X- FENCE
 - LL.L. LAND LOT LINE
 - O.L.L. ORIGINAL LOT LINE
 - D.E. DRAINAGE EASMT.
 - S.E. SEWER EASMT.
 - U.E. UTILITY EASMT.
 - C.L. CHAIN LINK
 - PP POWER POLE
 - DI DROP INLET
 - LP LIGHT POLE
 - EP EDGE OF PAVEMENT
 - CLF CENTERLINE
- SPD-804

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

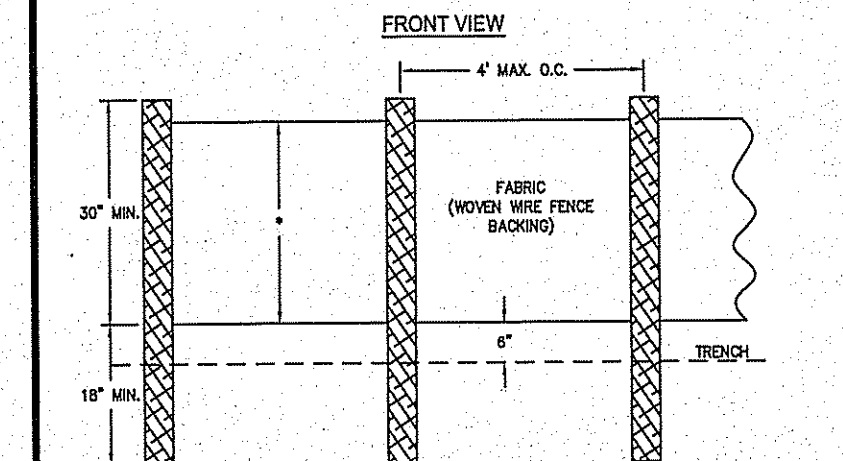
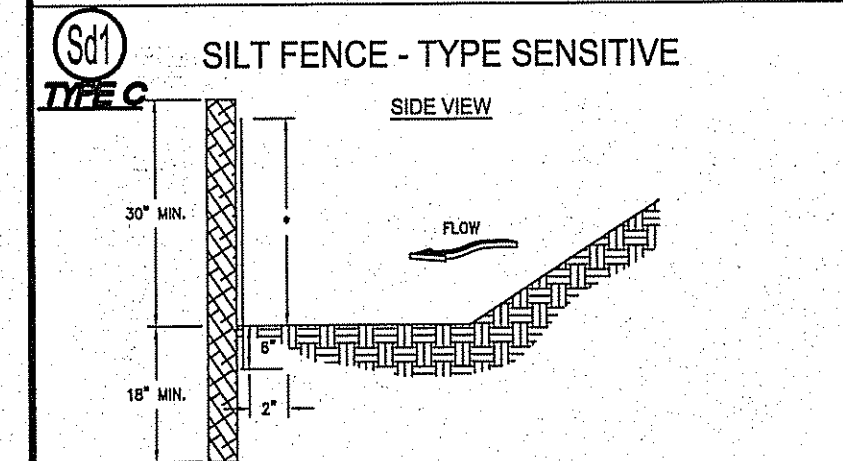


LOCATION MAP

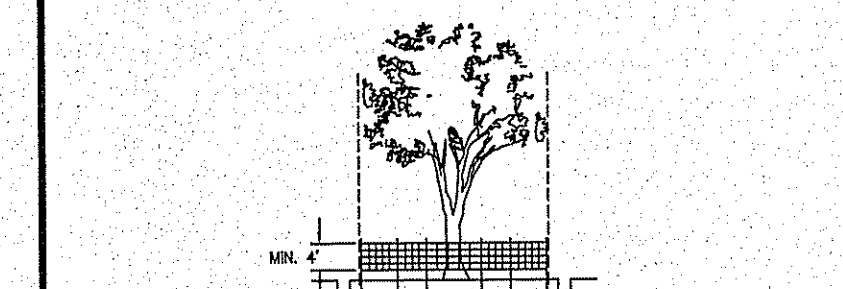
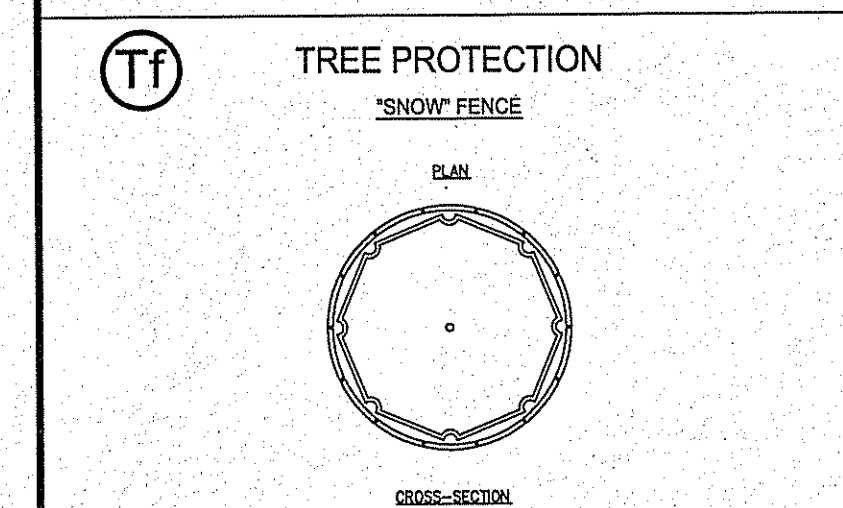
NOT TO SCALE



NOTES:
1. WIND LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND SOIL FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. PAV. WIDTH SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAV. WIDTH SHALL BE EQUAL FULL WIDTH AT ALL PORTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. THE PAV. SHOULD BE CONCRETE OR GRADE. (MINIMUM PAVED AREA IS GREATER THAN 20').
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. DOWN WASHES IS REQUIRED TO BE CONSTRUCTED ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (OVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL).
9. WASHES AND/OR THE WASHES MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF DOWN WASHES ARE REQUIRED, THEY SHALL BE CONSTRUCTED TO BE SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC HIGHWAYS OR INTO THE WATER. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.



NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (H) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.



NOTES:
1. USE TRENCHER (I.E. DITCH WIDEN) TO CUT A 4"-5" W X 18" D TRENCH ALONG THE LINE (LIMIT OF CLEARING) AND BACKFILL WITH SAND AND LIGHTLY COMPACT.
2. SPACE STAKES AT INTERVALS SUFFICIENT TO MAINTAIN ALL TREES OUT OF THE TRENCH OR AS SHOWN BY ENGINEER (SEE STAKES NO GREATER THAN 6 FEET ON CENTER-NEAR IS NOT TO BE USED FOR STAKES).
3. MAINTAIN FENCE BY REPAIRING AND/OR REPLACING DAMAGED FENCE. DO NOT REMOVE FENCING PRIOR TO LANDSCAPING OPERATIONS.
4. DO NOT STORE OR STACK MATERIALS, EQUIPMENT, OR VEHICLES WITHIN FENCED AREA.
5. FENCE SHALL BE ORANGE VINYL "SHOW FENCE" 4" HIGH MINIMUM.

CRITICAL ROOT ZONE IMPACT CALCULATIONS

LOCATION	SIZE	TYPE	ROOT ZONE	(1) EXISTING IMPACT	NET CRITICAL ROOT ZONE	(2) IMPACT TO NET CRITICAL ROOT ZONE	(3) PERCENT IMPACT TO NET CRITICAL ROOT ZONE
(A)	17'x15'	PN	3217.0 sq.ft	355.3 sq.ft	2861.7 sq.ft	894.3 sq.ft	31.2 % REMOVED
(B)	24'	HW	1809.6 sq.ft	0.0 sq.ft	1809.6 sq.ft	0.0 sq.ft	0.0 %
(C)	18'	HW	1017.9 sq.ft	0.0 sq.ft	1017.9 sq.ft	0.0 sq.ft	0.0 %
(D)	10'	HW	314.2 sq.ft	0.0 sq.ft	314.2 sq.ft	0.0 sq.ft	0.0 %
(E)	29'	HW	2642.1 sq.ft	0.0 sq.ft	2642.1 sq.ft	0.0 sq.ft	0.0 %
(F)	16'	HW	804.2 sq.ft	0.0 sq.ft	804.2 sq.ft	0.0 sq.ft	0.0 %
(G)	8'	HW	201.1 sq.ft	0.0 sq.ft	201.1 sq.ft	0.0 sq.ft	0.0 %
(H)	8'	HW	201.1 sq.ft	0.0 sq.ft	201.1 sq.ft	0.0 sq.ft	0.0 %
(I)	24'	HW	1809.6 sq.ft	0.0 sq.ft	1809.6 sq.ft	0.0 sq.ft	0.0 %

(1) DUE TO EXISTING HOUSE OR ROAD

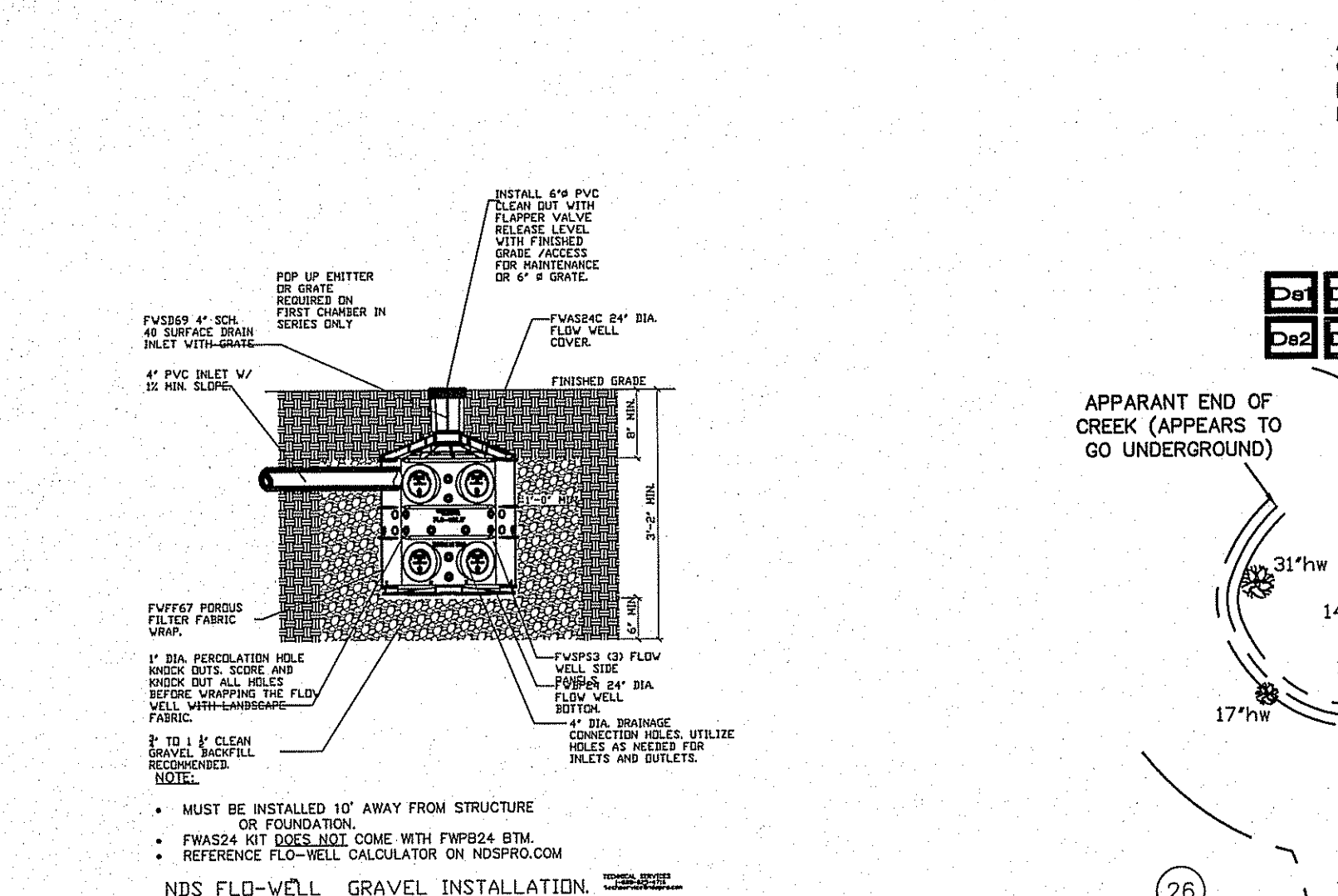
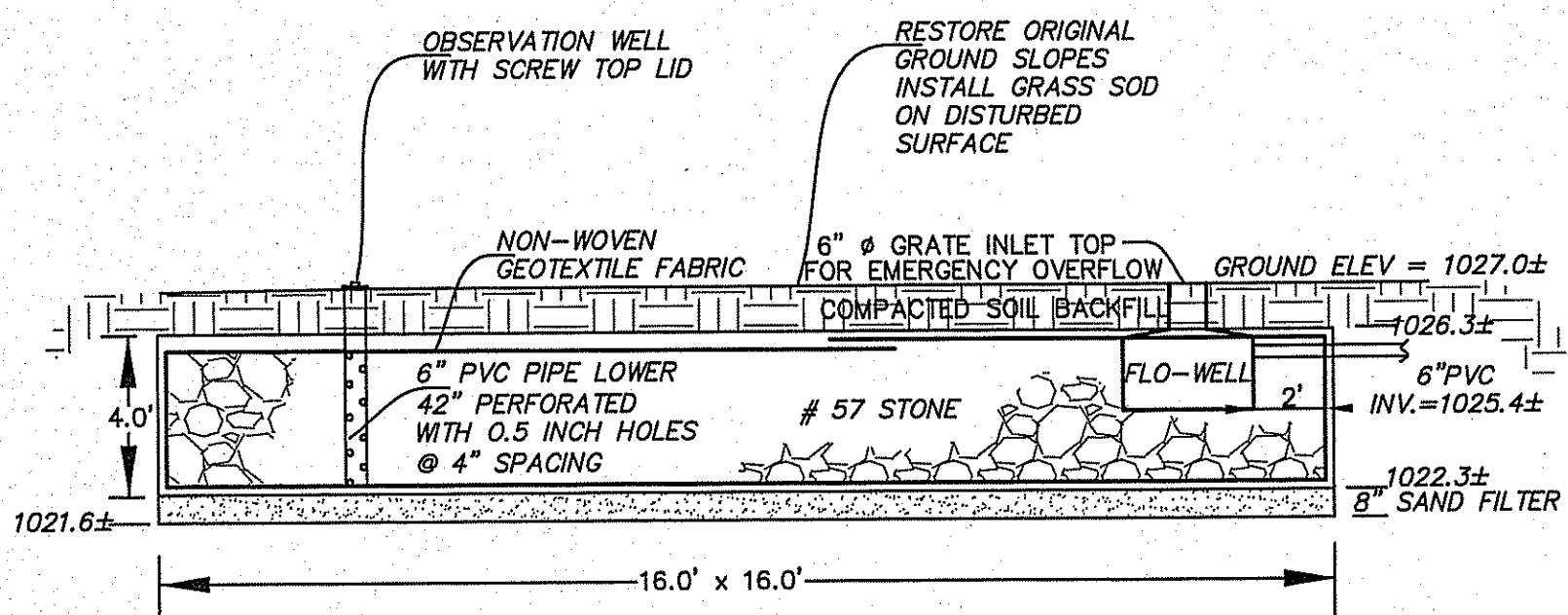
(2) DUE TO PROPOSED CONSTRUCTION

(3) (IMPACT TO NET CRITICAL ROOT ZONE) / (NET CRITICAL ROOT ZONE) = .XXX (100) = XX.X%

WATER QUALITY PIT CALC.

PROPOSED AREA DIRECTED TO WATER QUALITY = 2777.6 S.F.
STORAGE REQUIRED = 277.8 CU.FT.

GRAVEL PIT = (16' x 16' x 4' DEPTH) = 1024.0 CU.FT.
STONE POROSITY (40%) = 1024.0 x 0.4 = 409.6 CU.FT.
VOLUME PROVIDED > VOLUME REQUIRED
409.6 CU.FT > 277.8 CU.FT.



WATER QUALITY NOTES:

SLOTTED/PERFORATED FLEX PIPE ALLOWED UNDERGROUND WITHIN INFILTRATION TRENCH. PVC (SCHEDULE 20 MINIMUM) REQUIRED ABOVE GROUND WITH POSITIVE DRAINAGE AND UNDERGROUND CONNECTING DOWNSPOUTS/WATER QUALITY DEVICE. A CLEAN OUT AND/OR EMERGENCY CLEAN OUT SHALL BE PROVIDED. AS-BUILT WATER QUALITY CERTIFICATION OR LOT-AS-BUILT SURVEY (INCLUDING WATER QUALITY BMPs) IS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY. WATER QUALITY BMPs TO BE INSTALLED AT THE TIME OF FINAL LANDSCAPING. ALL COLLECTED WATER SHALL BE DIRECTED TO THE WATER QUALITY BMPs.

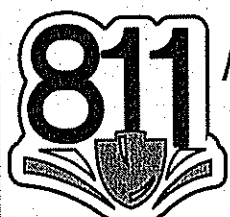
MAINTENANCE OF THE STORMWATER QUALITY SYSTEM SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

GENERAL:
THE SITE SHALL BE INSPECTED FOR HAZARDOUS MATERIALS AT ALL TIMES WHICH MAY ESCAPE THE FLO-WELL SYSTEM AND ILLEGALLY DISCHARGE TO ADJOINING PROPERTIES.

THE FLO-WELL SYSTEM SHALL BE INSPECTED AFTER EACH RAINFALL WITHIN THE FIRST 2 MONTHS OF OPERATION. INSPECTION SHALL IDENTIFY EVIDENCE OF DEBRIS OR TRASH.

ONCE THE INITIAL INSPECTION PERIOD ENDS, THE SYSTEM SHALL BE INSPECTED EVERY SIX MONTHS THEREAFTER TO ASSURE THE SYSTEM IS OPERATING AT FULL DESIGN CAPACITY. ANY DEBRIS ACCUMULATED IN EXCESS OF 3 INCHES MEASURED FROM THE BOTTOM OF THE FLO-WELL SHALL CONSTITUTE REMOVAL TO PRESERVE THE INTEGRITY OF THE INTENDED DESIGN.

OVERFLOW FROM WATER QUALITY BMPs SHALL NOT ADVERSELY AFFECT ADJACENT PROPERTIES.
ALL DOWNSPOUTS WILL BE EQUIPPED WITH SELF-CLEANING LEAF FILTER.



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

CONSERVED TREES

CONSERVED TREES	ASSIGNED CANOPY
1 x 17'x15' PN	1000
1 x 24' HW	1000
1 x 18' HW	1000
1 x 10' HW	1000
1 x 29' HW	1000
1 x 16' HW	1000
2 x 8' HW	2000
TOTAL	8000

DENSITY REQUIREMENTS
TOTAL AREA = 0.96 (41,817.6 S.Q.FT)
TOTAL AREA OUTSIDE BUFFERS = 0.31 (13,337.6)
REQUIRED CANOPY (.35%)(13,337.6) = 4,668.2 S.Q.FT
CANOPY SAVED = 8,000
CANOPY REPLACED = 0
TOTAL: 8,000 > 4,668.2

GROSS CU. YDS. CUT = 10 CU. YDS.
GROSS CU. YDS. FILL = 0 CU. YDS.
TOTAL DISTURBED AREA = 0.19 AC

FLOOR AREA RATIO:
1ST FLOOR = 1,961 S.F.
TOTAL HOUSE = 1,961 S.F.
LOT = 41,817.6 S.F.
RATIO = .05

LOT COVERAGE

HOUSE = 2606.9 S.F. (INCLUDES GARAGE)
DRIVEWAY = 850.6 S.F.
FRONT WALKWAY = 54.8 S.F.
FRONT STEPS = 8.0 S.F.
SCREENED PORCH / DECK = 464.2 S.F.
TOTAL IMPERVIOUS = 4064.6 S.F.
LOT = 41,817.6 S.F.
RATIO = .05

SITE INFORMATION:

357 TALL OAKS DRIVE
TOTAL AREA: 0.96 ACRES
R-3 (SINGLE FAMILY RESIDENTIAL DISTRICT) REQUIREMENTS
MINIMUM LOT WIDTH:
ALL LOTS SHALL HAVE AT LEAST ONE HUNDRED (100) FEET OF LOT WIDTH
ALL LOTS SHALL HAVE AT LEAST THIRTY-FIVE (35) FEET ADJOINING A STREET
AS MEASURED ALONG THE PUBLIC STREET FRONTAGE.
MINIMUM LOT AREA: EIGHTEEN THOUSAND (18,000) SQUARE FEET.
MINIMUM YARD ADJACENT TO PUBLIC STREET:
FROM MAJOR THOROUGHFARES: FIFTY (50) FEET.
INTERIOR SIDE YARD SETBACKS: TEN (10) FEET.
REAR YARD: THIRTY-FIVE (35) FEET.
MAXIMUM HEIGHT OF STRUCTURES:
MAXIMUM FLOOR AREA:
MAXIMUM LOT COVERAGE:

UTILITIES:

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

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A. SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD INSURANCE RATE MAP #13121C01446, EFFECTIVE DATE: 09-18-2013
STATE WATERS EXIST ON SUBJECT PROPERTY
CITY OF SANDY SPRINGS PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO, ACROSS, AND UNDER DRIVEWAYS, THAT WILL BE INSTALLED ON THIS RECORDED LOT, FOR THE PURPOSES OF INSPECTION, REPAIR, AND/OR CONSTRUCTION, AND SHALL HAVE NO RESPONSIBILITY FOR DAMAGES TO, OR THE REPAIR OF, IMPROVEMENTS WITHIN SAID EASEMENT.

EROSION CONTROL MEASURES

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

SILT FENCE SHALL MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE, OF THE GEORGIA STANDARD SPECIFICATIONS, 1993 EDITION AND BE WIRE REINFORCED.

MAINTENANCE STATEMENT - EROSION CONTROL MEASURES WILL BE INSPECTED DAILY AND AFTER EACH RAIN, AND REPAIRED BY GENERAL CONTRACTOR.

STATEMENT - "ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION."

DISTURBED AREAS LEFT IDLE SHALL BE STABILIZED WITH TEMPORARY VEGETATION AFTER 14 DAYS; AFTER 30 DAYS PERMANENT VEGETATION SHALL BE ESTABLISHED.

VEGETATIVE PLANS FOR ALL TEMPORARY AND PERMANENT VEGETATIVE PRACTICES INCLUDING SPECIES, PLANTING DATES, SEEDING, FERTILIZER AND MULCHING RATES.

SILT FENCE SHALL BE "TYPE C" AS PER THE MANUAL FOR EROSION CONTROL AND SEDIMENT CONTROL IN GEORGIA, AND BE WIRE REINFORCED (SEE ATTACHED DETAIL.)

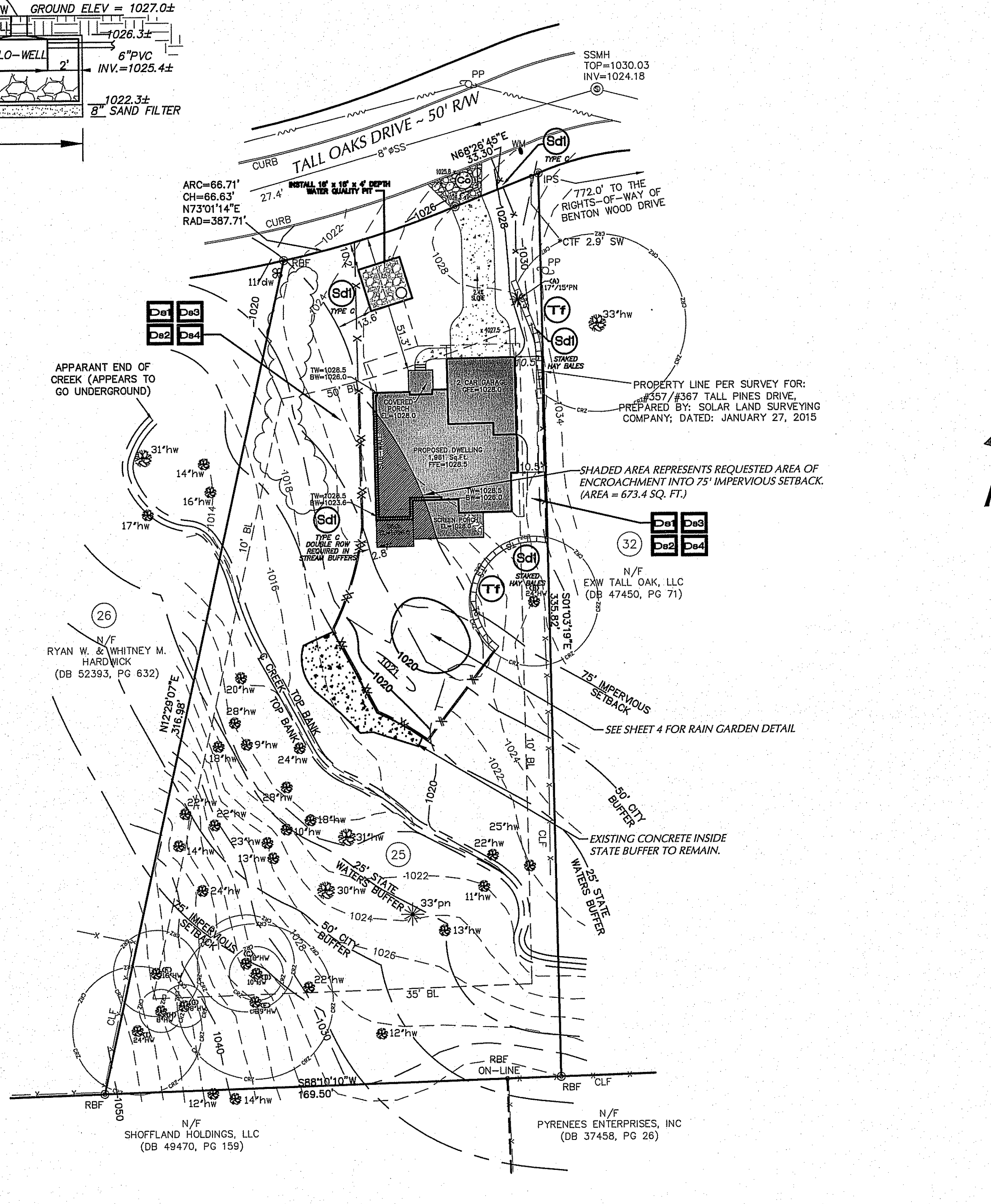
NO GRADED SLOPE SHALL EXCEED 2H:1V.

A QUALIFIED CONTRACTOR PERMIT IS REQUIRED FROM DPA-TRAFFIC FOR CONSTRUCTION OF NEW SEWER CONNECTION, SIDEWALKS, DRIVEWAY APRON OR OTHER WORK IN THE PUBLIC RIGHT-OF-WAY. QUALIFIED CONTRACTOR PERMITS REQUIRE PROOF OF AN IN-FORCE GENERAL LIABILITY INSURANCE POLICY IN THE AMOUNT OF \$3 MILLION, AND VALID BUSINESS LICENSE AND PAYMENT OF APPLICABLE FEE. THE CITY OF ATLANTA SHALL BE SHOWN AS THE CERTIFICATE HOLDER ON THE POLICY.

75' STREAM BUFFER SHALL BE STAKED PRIOR TO INSTALLATION OF SILT FENCE.

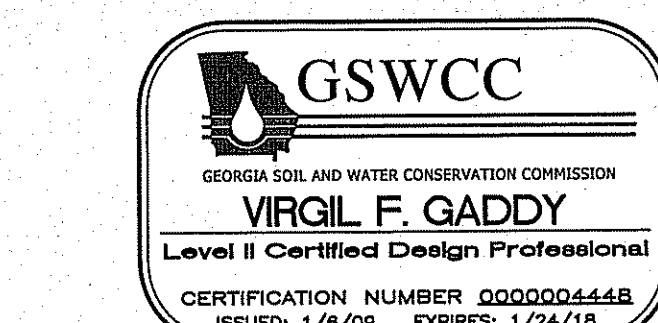
PRE-CONSTRUCTION MEETING - BEFORE STARTING ANY LAND-DISTURBING ACTIVITIES, THE CONTRACTOR IS REQUIRED TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH ENVIRONMENTAL AND LAND-USE ENFORCEMENT DIVISION. CALL 404-546-1305. FAILURE TO SCHEDULE MAY RESULT IN A STOP WORK ORDER, CITATION, OR PERMIT REVOCATION.

FINAL STABILIZATION AND FINAL SIGN-OFF - FOLLOWING THE COMPLETION OR CESSATION OF LAND-DISTURBING ACTIVITIES AT A SITE, ALL UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES SHALL BE UNIFORMLY COVERED (ONE-HUNDRED) 100 PERCENT OF THE SOIL WITHIN THE DISTURBED AREA) WITH PERMANENT VEGETATION WITH A DENSITY OF 70 PERCENT OR GREATER, OR EQUIVALENT PERMANENT STABILIZATION MEASURES, INCLUDING, BUT NOT LIMITED TO RIP, RAP, CAGIONS, PERMANENT MULCHES, OR GEOTEXTILES. A FINAL SIGN-OFF BY THE DEPARTMENT OF WATERSHED MANAGEMENT SHALL BE REQUIRED FOR ALL PROJECTS INVOLVING LAND-DISTURBING ACTIVITIES, AND SAID SIGN-OFF SHALL OCCUR PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR THE RECORDING OF ANY FINAL PLAT. CALL 404-546-1305.



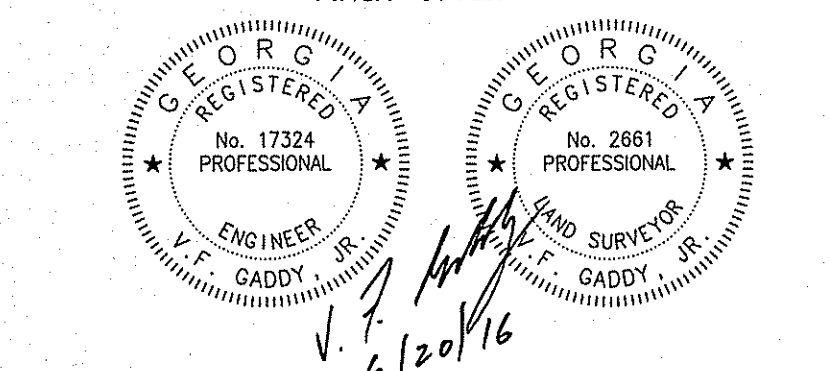
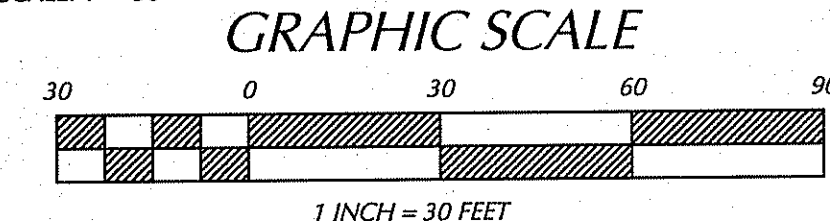
Received
7/1/2016

LEGEND
IRON PIN SET
(1/2" RE. BAR)
RFB RE. BAR FOUND
CTF CRIMP TOP FOUND
OTF OPEN TOP FOUND
JB JUNCTION BOX
R/W RIGHT-OF-WAY
B.L. BUILDING LINE
P.L. PROPERTY LINE
CB CATCH BASIN
HW HEADWALL
SMH SEWER MANHOLE
X FENCE
L.L.L. LAND LOT LINE
O.L.L. ORIGINAL LOT LINE
D.E. DRAINAGE EASMT.
S.E. SEWER EASMT.
U.E. UTILITY EASMT.
C.L. CHAIN LINK
PP POWER POLE
DI DROP INLET
LP LIGHT POLE
EP EDGE OF PAVEMENT
CL CENTERLINE
SPD-004



RESIDENTIAL SITE PLAN

SCALE: 1" = 30'



OWNER/DEVELOPER

JOHN WILLIS HOMES
3763 ROGERS BRIDGE ROAD
DULUTH, GEORGIA 30097
770-623-1496

24 HOUR CONTACT

BOBBY LIVINGSTON
770-294-7452

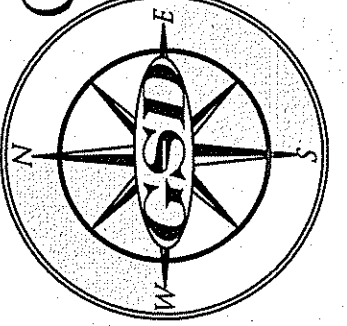
ENGINEER/ SURVEYOR

GADDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD NW
LAWRENCEVILLE, GEORGIA 30044
(770) 931-5920
(770) 931-5903 (FAX)
CONTACT: FRANK GADDY
(678) 873-0391

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NO.	DATE	BY	DESCRIPTION

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



357 TALL OAKS DRIVE

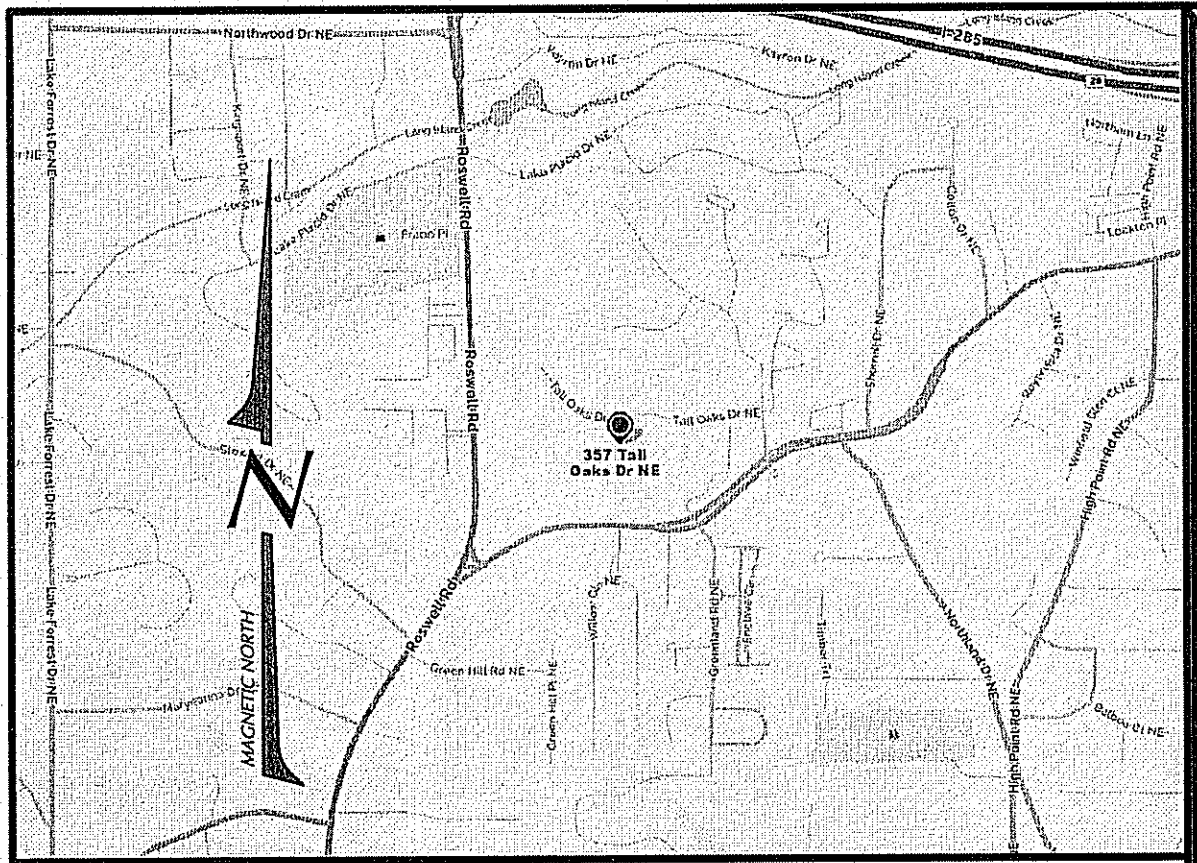
LOT 25 OF PROPERTY OF JOHN N. ARMOUR
PLAT BOOK 56 ~ PAGE 137
LAND LOT 69 ~ 17th DISTRICT
CITY OF SANDY SPRINGS ~ FULTON COUNTY, GEORGIA

DATE	DRAWN	CHECKED
06/20/16	AMB	VFC

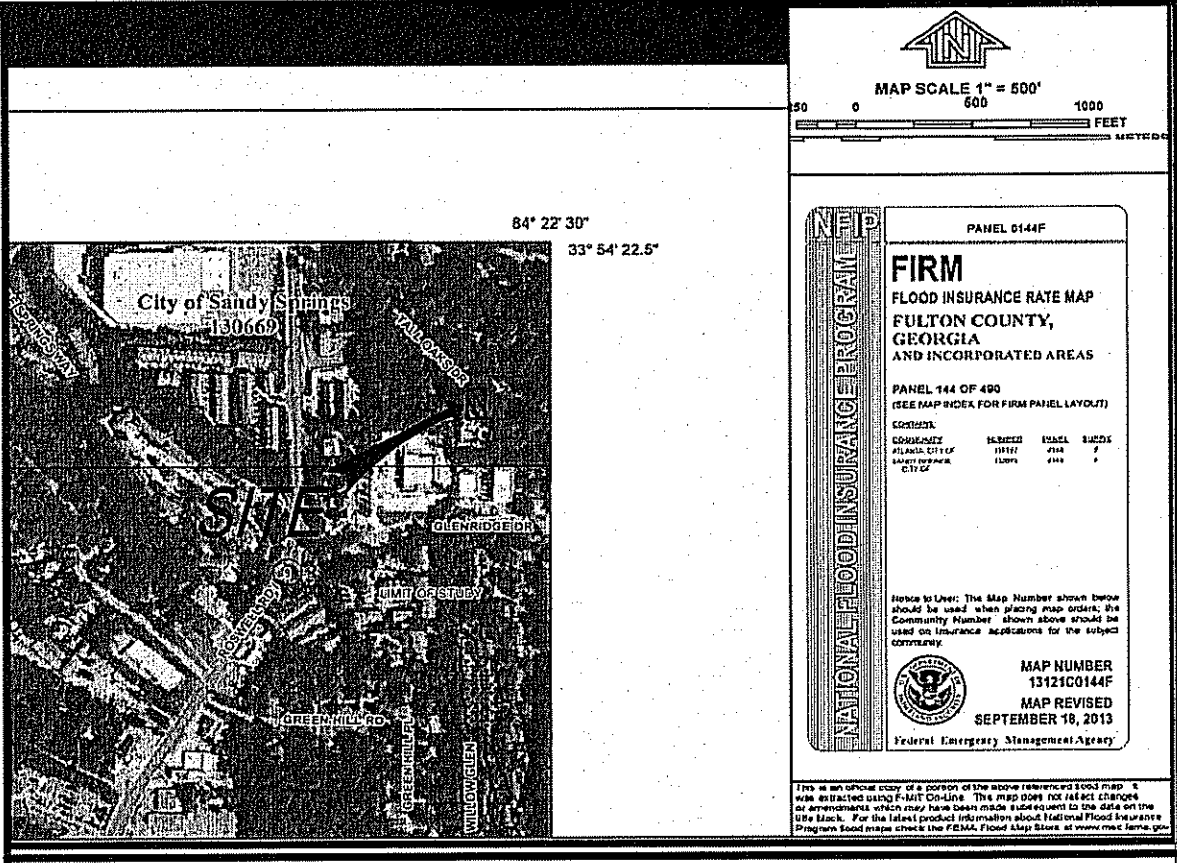
SCALE: 1" = 20'
SHEET TITLE

RESIDENTIAL SITE PLAN

PROJECT NUMBER
JW1-16-263
DRAWING NUMBER
2



LOCATION MAP
NOT TO SCALE



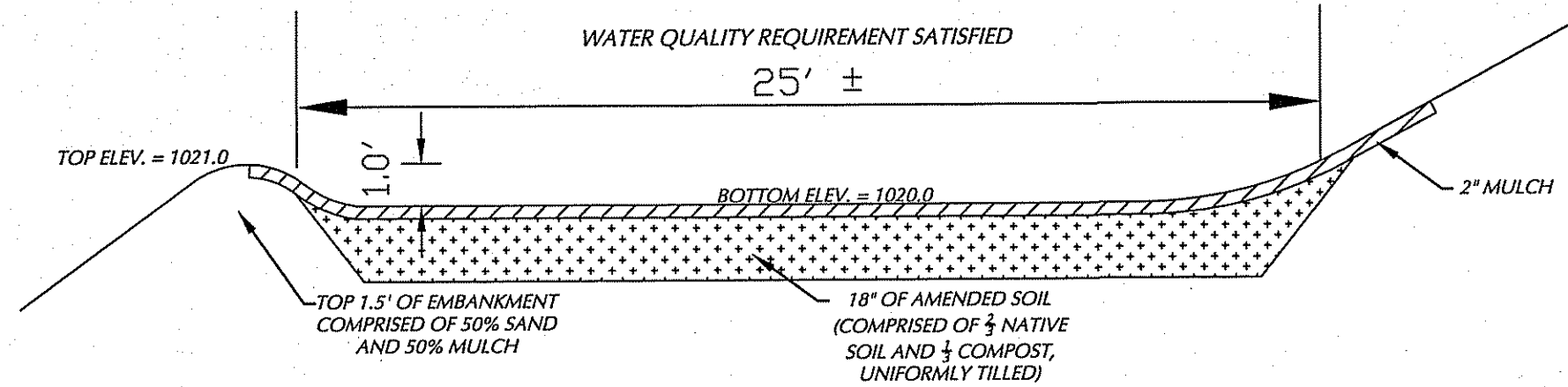
F.I.R.M. MAP
NOT TO SCALE

RAIN GARDEN PLANTING INVENTORY

SYMBOL	SPECIES	SIZE	COUNT
○	SWEETBAY MAGNOLIA (MAGNOLIA VIRGINIANA)	3"	2
●	SIBERIAN IRIS (IRIS SIBERICA)	N/A	20
⊙	SWEET FLAG (ALBUUS CALAMUS)	3 gal.	16
⬢	MARLE-LEAF VIBURNUM (VIBURNUM ACERIFOLIUM)	3 gal.	6

RAIN GARDEN DETAIL

IMPERVIOUS AREA TO RAIN GARDEN = 1287 S.F.
VOLUME REQUIRED (1.2" / S.F.) = 128.7 Cu. Ft.
RAIN GARDEN VOLUME AVAILABLE = 600 Cu. Ft. x 1 Ft. DEPTH
= 600 Cu. Ft.



REPLACEMENT TREE INVENTORY

SYMBOL	SPECIES	SIZE	COUNT
○	RIVER BIRCH (BETULA NIGRA)	3"	2
TOTAL REPLACEMENT	6.0"	2	

REPLACEMENT TREE INVENTORY

SYMBOL	SPECIES	SIZE	COUNT
○	DOGWOOD (CORNUS FLORIDA)	2.5"	2
TOTAL REPLACEMENT	5.0"	2	

SHRUB LIST

SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
○	4	OAKLEAF HYDRANGEA	HYDRANGEA QUERCIFOLIA	3 gal.
○	4	PIEDMONT AZALEA	ROHDODENDRON CANESCENS	3 gal.
8		SHRUBS PROVIDED		

DISTURBED BUFFER AREA = 2,552.3 SQ.FT
25% (2,552.3) = 638.1 SQ.FT
REQUIRED FROM EACH CATEGORY

LARGE TREES = 638.1 / 200 = 3 LARGE TREE
SMALL TREE = 638.1 / 100 = 6 SMALL TREE
SHRUBS = 638.1 / 25 = 25 SHRUBS
GROUND COVER / PERENNIAL = 638.1 / 4 = 159 PLANTS

IMPERVIOUS SURFACE IMPACT CALCULATIONS

BETWEEN 75' IMPERVIOUS SETBACK AND 50' CITY BUFFER = 595.6 S.F.
BETWEEN 50' CITY BUFFER AND 25' STATE WATERS BUFFER = 1283.3 S.F.
HOUSE AREA INSIDE 75' IMPERVIOUS SETBACK = 673.4 S.F.

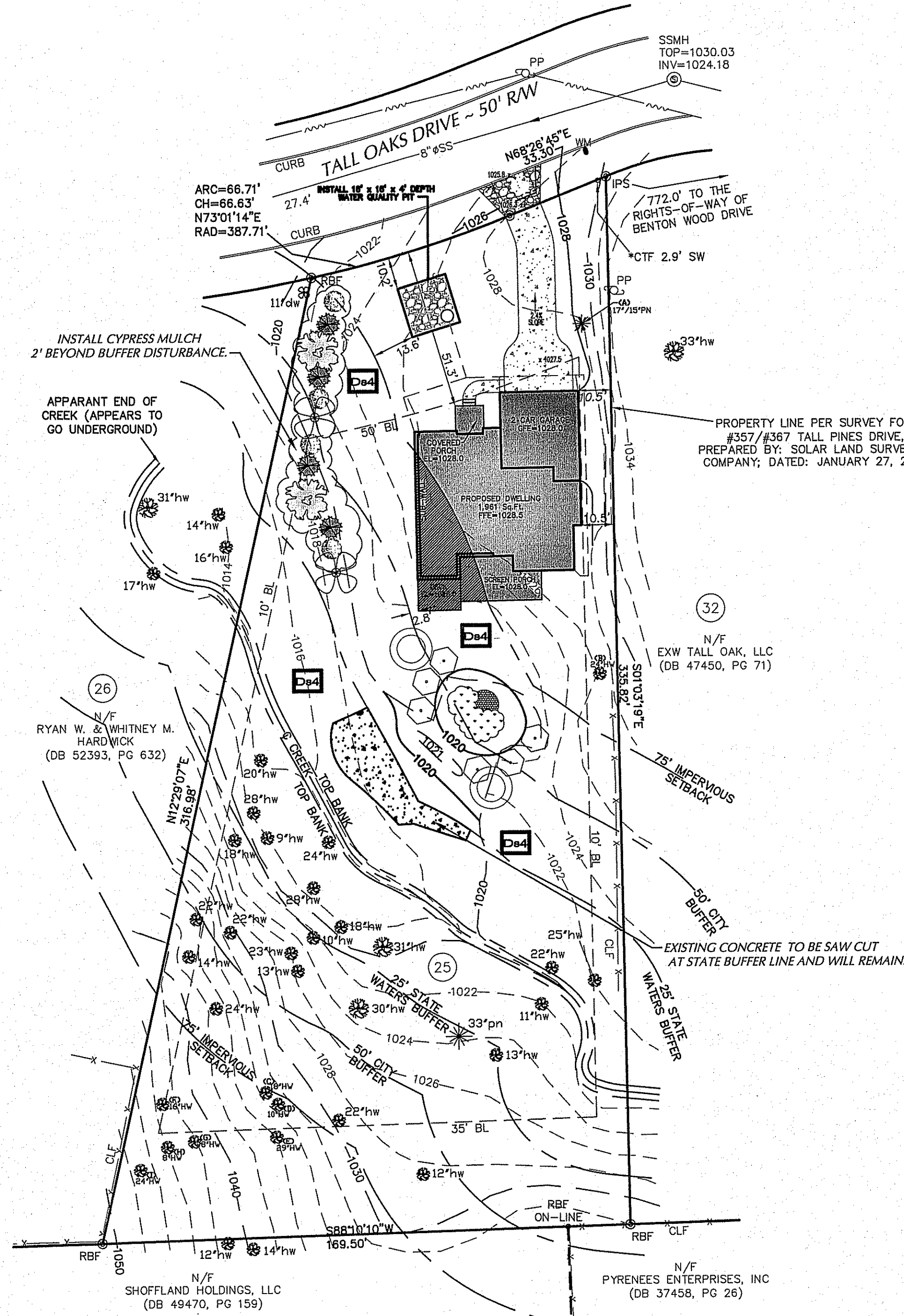
SITE INFORMATION:

357 TALL OAKS DRIVE
TOTAL AREA: 0.96 ACRES
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INTERIOR SIDE YARD SETBACKS: TEN (10) FEET.
REAR YARD: THIRTY-FIVE (35) FEET.
MAXIMUM HEIGHT OF STRUCTURES:
MINIMUM FLOOR AREA:
MAXIMUM LOT COVERAGE:

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

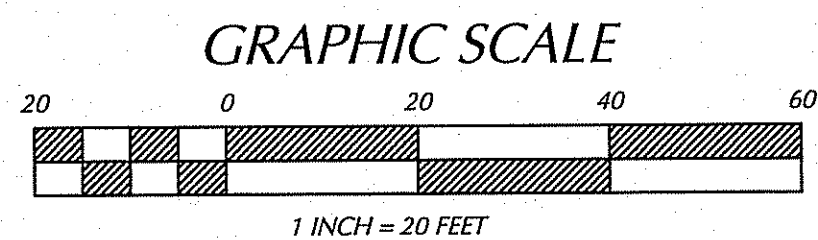
THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.I.A.
SPECIAL FLOOD HAZARD AREA AS PER FULTON COUNTY FLOOD
INSURANCE RATE MAP #13121C0144F, EFFECTIVE DATE: 09-18-2013
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SAID EASEMENT.

LEGEND
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RFB RE. BAR FOUND
CTF CRIMP TOP FOUND
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JB JUNCTION BOX
R/W RIGHT-OF-WAY
B.L. BUILDING LINE
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U.E. UTILITY EASMT.
C.L. CHAIN LINK
PP POWER POLE
DI DROP INLET
LP LIGHT POLE
EP EDGE OF PAVEMENT
SPD-004 CENTERLINE



BUFFER MITIGATION PLAN

SCALE: 1" = 20'



Received
7/1/2016

OWNER/DEVELOPER

JOHN WILLIS HOMES
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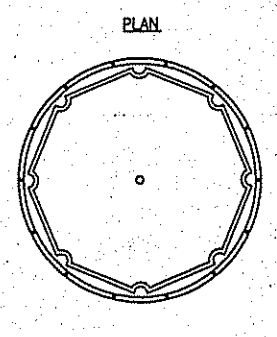
ENGINEER/SURVEYOR

GADDY SURVEYING & DESIGN, INC.
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TREE PROTECTION

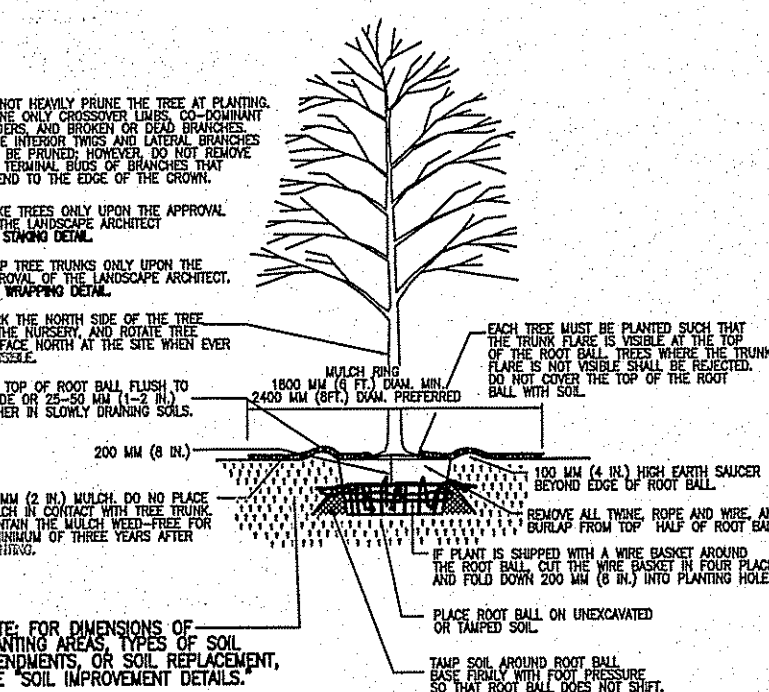
"SHOW" FENCE



- NOTES:
1. USE TRENCHER (I.E. DITCH WHICH) TO CUT A 4"-8" W X 18" D TRENCH ALONG
DRIP LINE (LIMIT OF CLEANING) AND BACKFILL WITH SAND AND LIGHTLY COMPACT.
2. SPACE STAKES AT INTERVALS SUFFICIENT TO MAINTAIN ALL EXISTING OUT OF
DRIP LINE OR AS SHOWN BY ENGINEER (SET STAKES NO GREATER THAN 6 FEET
ON CENTER-REAR IS NOT TO BE USED FOR STAKES).
3. MAINTAIN FENCE BY REPAIRING AND/OR REPLACING DAMAGED FENCE. DO NOT
REMOVE EXISTING FENCE TO LANDSCAPE OPERATIONS.
4. DO NOT STORE OR STACK MATERIALS, EQUIPMENT, OR VEHICLES WITHIN FENCED
AREA.
5. FENCE SHALL BE ORANGE VINYL "SHOW FENCE" 4" HIGH MINIMUM.

INTERNATIONAL SOCIETY OF ARBORICULTURE

INTERNATIONAL SOCIETY OF ARBORICULTURE
1400 WEST ANTHONY DRIVE
CHICAGO, IL 60621
(312) 355-8411
(312) 355-8516 FAX



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

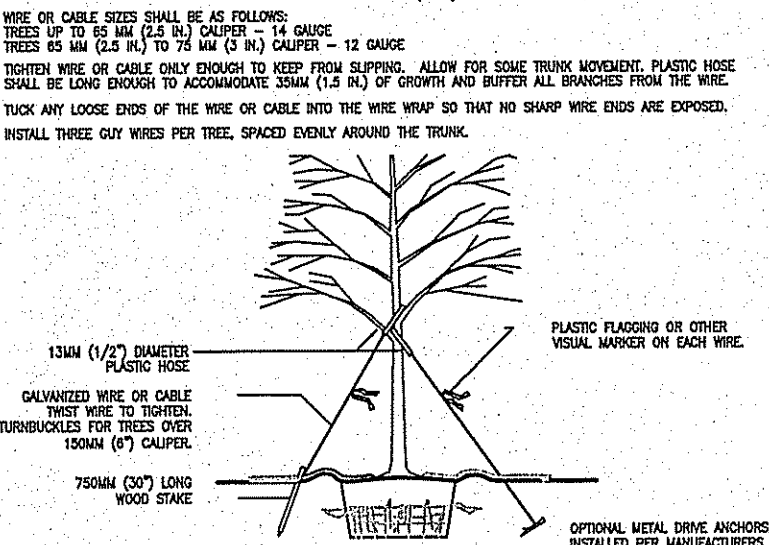
TREE PLANTING DETAIL - B&B TREES IN ALL SOIL TYPES

NOTE: THIS DETAIL ASSUMES THAT THE PLANTING SPACE IS LARGER THAN 2400 MM (8 FT.)
SQUARE, OPEN TO THE SKY, AND NOT COVERED BY ANY PAVING OR GRASS.

REPRODUCED BY COPYRIGHT - 145-001 11/25/03

INTERNATIONAL SOCIETY OF ARBORICULTURE

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1400 WEST ANTHONY DRIVE
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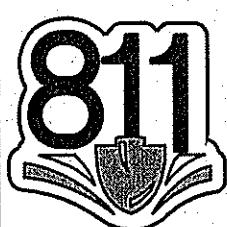


ALL STAKES SHALL BE SPACED OUTSIDE
THE PERIMETER OF THE TREE BALL.
ASSUME THAT THE EXISTING SURFACE OF THE PROTECTIVE COVERING OF THE WIRE OR CABLE AGAINST THE TREE TRUNK
IS A MINIMUM OF 15 MM (5/8") RADIUS.
REMOVE ALL EXISTING AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVERGROW THE PROBLEM
ROOT ACCORDING TO THE ABOVE DETAIL. STAKES SHALL BE REMOVED NO LATER THE END OF THE FIRST
GROWING SEASON AFTER PLANTING.

- TREES NORMALLY DO NOT NEED TO BE STAKED. HOWEVER, IF IT IS DETERMINED THAT THE TREE WILL NOT BE ABLE TO SUPPORT ITSELF,
THE FOLLOWING GUIDELINES SHOULD BE FOLLOWED:
• TREES WITH POOR-QUALITY ROOT BALLS OR ROOT BALLS THAT HAVE BEEN CHANCED OR DAMAGED, HEAVYER THAN STAKES,
• TREES THAT ARE GROWN TO CLOSE TOGETHER IN THE NURSERY, RESULTING IN HIGH THICKNESS, HEAVYER THAN STAKES,
• PLANTING PROCEDURES THAT DO NOT ACCURATELY MAP SOILS AROUND THE ROOT BALL, CORRECT THE PLANTING PROCEDURE,
• ROOT BALL PLACED IN SHOT LOC., WITH PLANT ROOT BALL PLACED IN SHOT LOC.,
• TREES LOCATED IN A PLACE OF EXTREMELY WINDY CONDITIONS, SIGNIFICANTLY DAMAGED.

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

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



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

W. LAMAR ADAMS, JR., ASLA
LANDSCAPE ARCHITECTS, GSWCC CERTIFIED
3387 MIDVALE ROAD N.E.
ATLANTA GEORGIA 30345-2233
(770) 658 2412 (OFFICE)
(770) 757 9858 (CELL)

357 TALL OAKS DRIVE

LOT 25 OF PROPERTY OF JOHN N. ARMOUR
PLAT BOOK 56 ~ PAGE 137
LAND LOT 69 ~ 17th DISTRICT
CITY OF SANDY SPRINGS ~ FULTON COUNTY, GEORGIA

DATE 06/20/16 DRAWN AMB CHECKED VFG
SCALE: 1" = 20'
SHEET TITLE

BUFFER
MITIGATION
PLAN

PROJECT NUMBER

JW1-16-263

4

DRAWING NUMBER

Location of the proposed residence



Southward view of the to-be-removed driveway and the stream



To-remain section of the driveway

