



SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT

Planning Commission Meeting, November 18, 2020

Case: **U20-0002 – 4945 High Point Road**
Staff Contact: Alexandra Horst (AHorst@SandySpringsga.gov)
Report Date: November 10, 2020

REQUEST

Request for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code.

APPLICANT

Property Owner: The Church of the Atonement, Inc. (High Point Episcopal Community Church) (HPECC)	Petitioner: St. Martin's Episcopal School, Inc. (SMES) (contact: Dennis J. Webb, Jr.)	Representative: Dennis J. Webb, Jr.
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SUMMARY

The applicant requests a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code. St. Martin's Episcopal School (SMES) plans to maintain the subject property essentially as is, with some minor site changes, make some internal building alterations, relocate its early children program to the subject property, and allow for continued community and worship use.

RECOMMENDATION

Department of Community Development

Staff recommends **Approval with Conditions of Conditional Use Permit** U20-0002.

MATERIALS SUBMITTED AND REVIEWED

Materials:

1. Application, received July 7, September 15, and October 5, 14, and 15, 2020

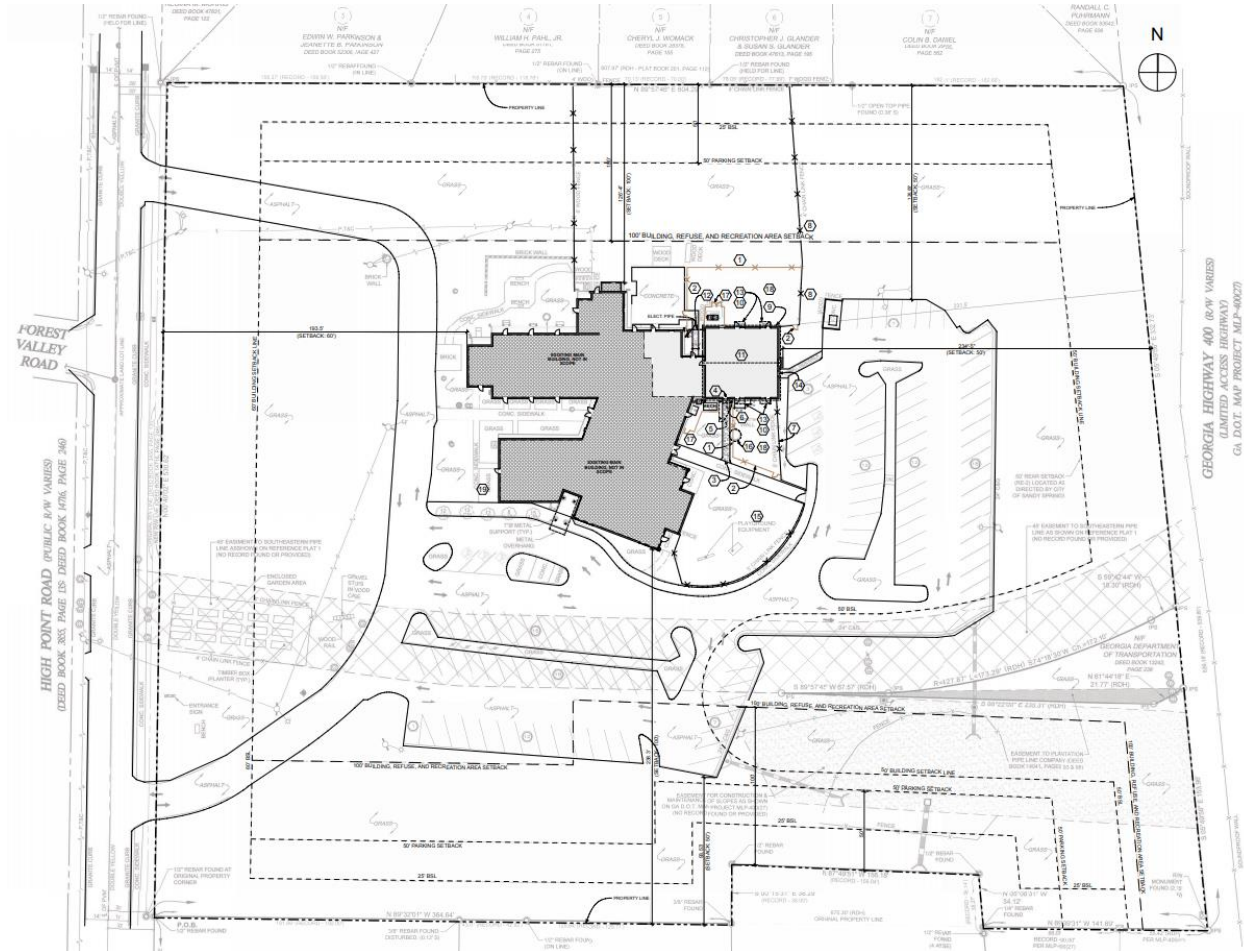
Plans:

1. "ALTA/NSPS LAND TITLE SURVEY: St. Martin's Episcopal School, Inc., Ameris Bank, & Fidelity National Title Insurance Company," prepared by Travis Pruitt & Associates, Inc., signed and sealed by Travis N. Pruitt, Jr., P.L.S., dated October 2, 2020, received October 5, 2020
2. "Site Plan," prepared by Collins Cooper Carusi Architects, dated October 2, 2020, received October 5, 2020

PROPERTY INFORMATION	
Location:	4945 High Point Road (Parcel # 17 0040 LL0726)
Council District:	5 – Tibby DeJulio
Road frontage:	Approximately 523.50 feet of frontage on High Point Road
Acreage:	Approximately 7.54 acres
Current Zoning:	RE-2 (Residential Estate, 2 acre minimum lot size)
Existing Land Use:	Place of Worship
Character Area:	Protected Neighborhood

PROCESS			
Initial Community Meeting (CMI): June 29, 2020	Second Community Meeting (CMII): September 30, 2020 (it was postponed due to the Coronavirus Pandemic)	Planning Commission Hearing: November 18, 2020	Mayor and City Council Hearing: December 15, 2020

SITE PLAN (received October 5, 2020) (full size Site Plan in Package)



EXISTING AND PROPOSED DEVELOPMENT

The Church of the Atonement, Inc. (High Point Episcopal Community Church (HPECC)) is existing. According to the applicant, the Episcopal Diocese of Atlanta has controlled the subject property since the early 1960s, housing at least four worship congregations over that time. The property has also been used for educational and community activities. HPECC is no longer financially able to sustain the property, so the Diocese looked for a new user.

The following images show the existing conditions of 4945 High Point Road.













(All photographs by Alexandra Horst, October 18, 2020)

The applicant requests a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with the existing place of worship predating the Code. According to the applicant, St. Martin's Episcopal School (SMES) is a private school founded in 1959 that is a ministry of the Episcopal Church. Its current campus is seven (7) acres located in Brookhaven, serving approximately 600 enrolled children.

SMES plans to maintain the subject property essentially as is, making some exterior mechanical and maintenance and interior changes to the existing one (1)-story building. Proposed internal building changes include an administrative lobby, five (5) classrooms, and offices. SMES proposes to relocate its early children program to the subject property, place some administrative office workers onsite, host some school activities, and allow for continued community and worship use. SMES would also allow the Diocese to conduct public worship services and neighbors to use the community garden.

The applicant proposes approximately 60 enrolled children ages eight (8)-weeks old to five (5)-years old, with a cap of 100 total enrolled children, and 15 administrative office workers. The number of enrolled children had been specified as 60 since the Initial Community Meeting (CMI), in all four (4) versions of the applicant's Statement of Intent, and at the Second Community Meeting (CMII). However, in the CMII Minutes, submitted by the applicant after the meeting, a cap of 100 was mentioned.

Per the ITE Trip Generation Manual, for Daycare – Land Use Code 565, 60 students produces 48 total AM peak hour and 49 total PM peak hour trips, while 100 students produces 78 total AM peak hour and 79 total PM peak hour trips, as indicated in the Sandy Springs Transportation Engineer's comments below. Since

the proposal would not generate 100 or more trips during the peak hour, a traffic impact study is not required.

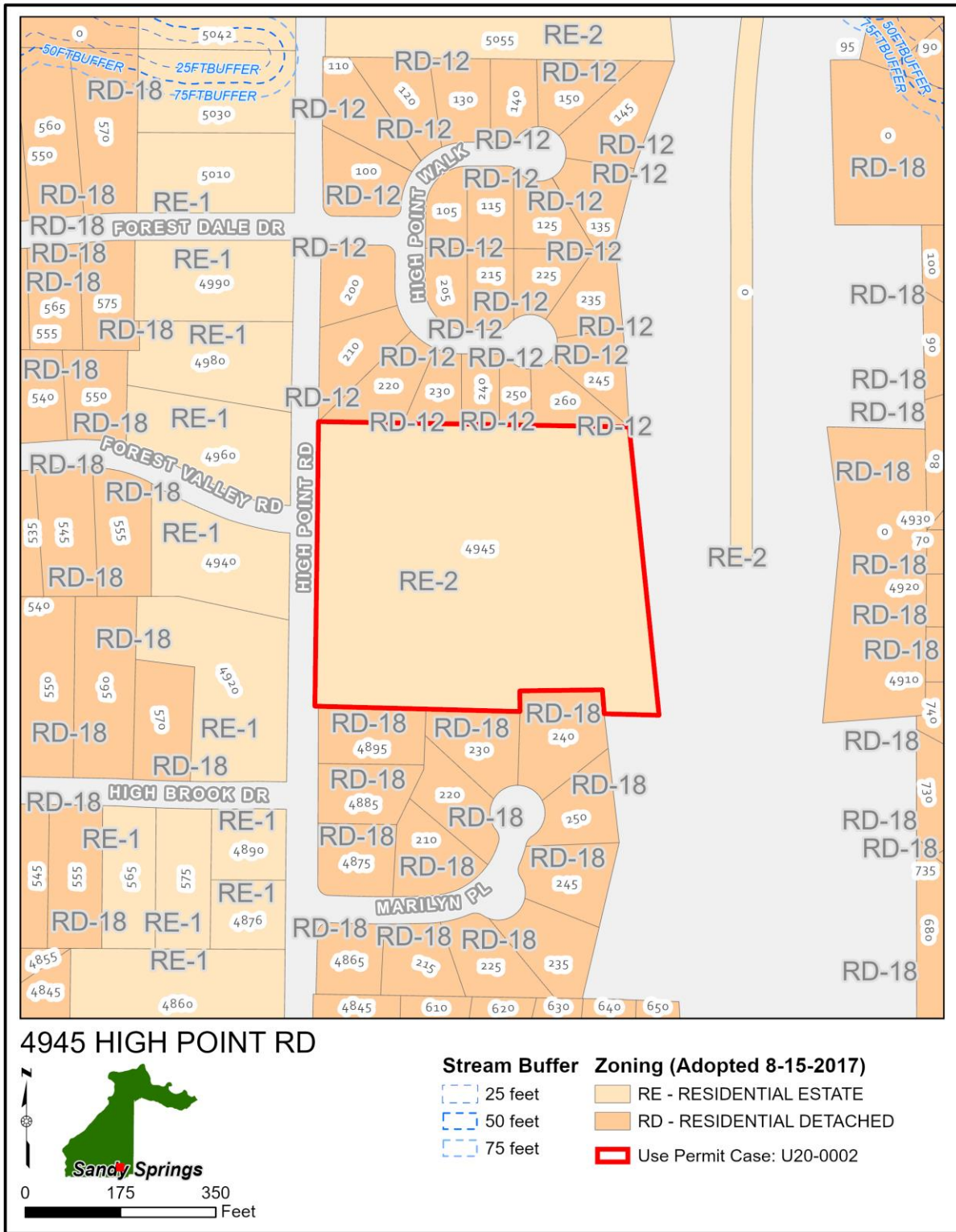
Staff recommends that the applicant be conditioned to the original proposal of 60 enrolled children, as presented to Staff and the community and throughout the course of the application.

EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	RD-12 / Single Unit Detached Residences	220 High Point Walk 230 High Point Walk 230 High Point Walk 250 High Point Walk 260 High Point Walk	0.42 0.29 0.23 0.23 0.32
East / South / North	--	GA-400	--
South	RD-18 / Single Unit Detached Residence	4895 High Point Road	0.45
South	RD-18 / Single Unit Detached Residences	230 Marilyn Place 240 Marilyn Place	0.44 0.57
West	RE-1 / Single Unit Detached Residence	4960 High Point Road	1.05
West	RE-1 / Single Unit Detached Residence	4940 High Point Road NE	1.07
West	RE-1 / Undeveloped	4920 High Point Road NE	1.17
PROPOSED DEVELOPMENT			
--	RE-2 / School, Private (K-12) / Day Care accessory to and associated with existing Place of Worship	4945 High Point Road	7.68

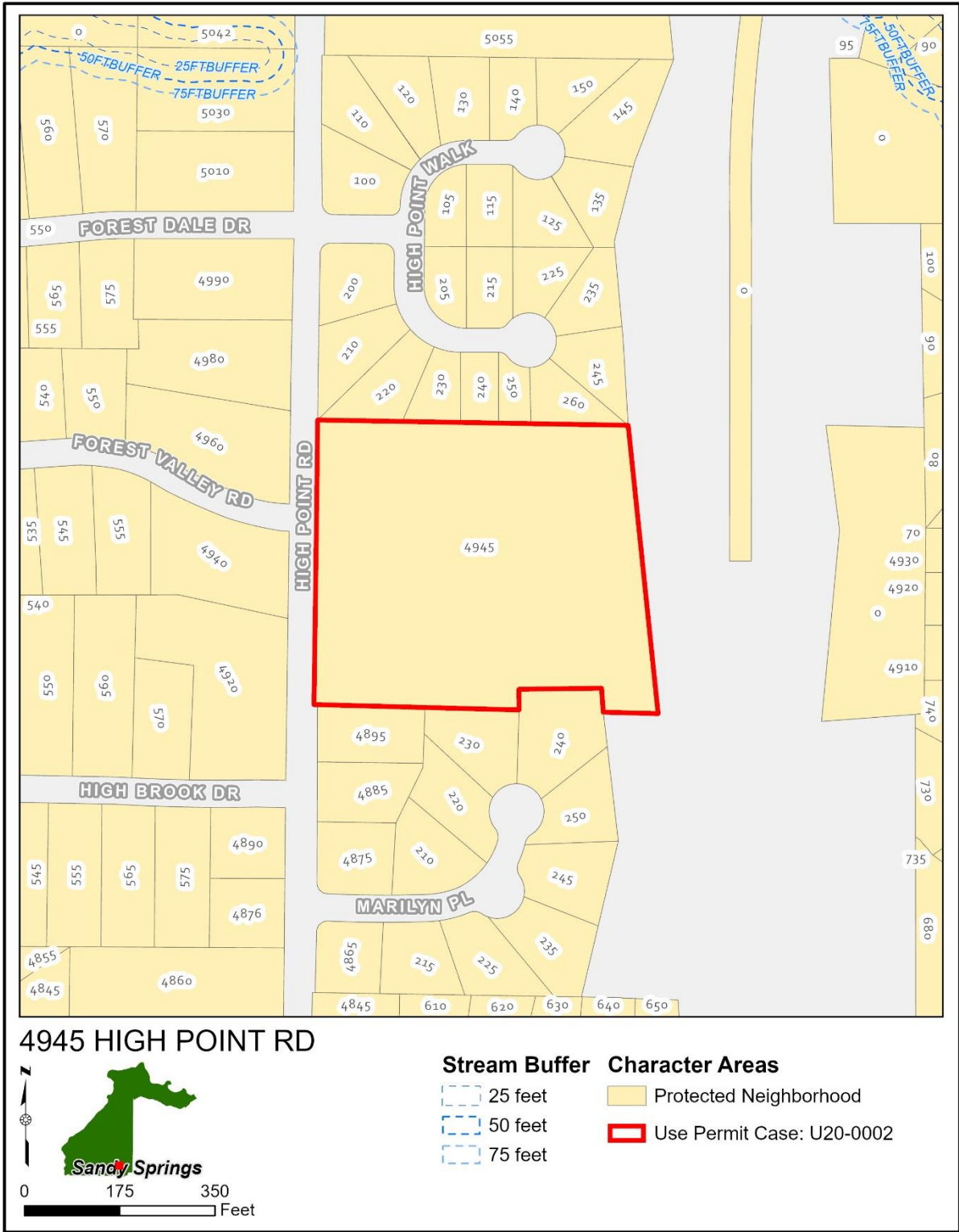
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



CONDITIONAL USE PERMIT CONSIDERATIONS

Per Sec. 11.3.6.D. of the Development Code, the following list of approval criteria for a Conditional Use Permit provides guidance for making decisions on approval:

1. *The use is allowed as a conditional use in the respective zoning district (see Div. 7).*

Finding: School, Private (K-12) requires a Conditional Use Permit in the RE- District. Day Care facilities in association with the school do not require a separate Conditional Use Permit (Sec. 7.4.1.H.2.a. of the Development Code). The Place of Worship is existing.

2. *The use complies with the applicable specific use standard listed in Article 7 without the granting of any Variance.*

Finding: Civic is defined as, “Places of public assembly that provide ongoing governmental, life safety, educational and cultural services to the general public, as well as meeting areas for religious practice” (Sec. 7.4.1.A.) School, Private (K-12) within this Use Category is defined as, “An educational use having a curriculum at least equal to a public school, but not operated by the Fulton County Board of Education” (Sec. 7.4.1.H.1.).

Day Care within the Commercial Use Category is defined as, “A use in which shelter, care and supervision for 7 or more children or adults on a regular basis away from their residence for less than 24 hours a day. A day care facility may provide basic educational instruction. Day care includes adult day care, child care learning center and preschool” (Sec. 7.5.5.A.).

Following are the Use Standards for School, Private (K-12) and Day Care and a discussion of the proposed use and applicable standards.

School, Private (K-12):

Basic Use Standards:

a. *Day care facilities (see Sec. 7.5.5.) in association with the school do not require a separate Conditional Use Permit.*

The request is for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code.

b. *No buildings and refuse area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

No buildings or refuse areas are proposed to be located within 100 feet of a Protected Neighborhood district used for residential purposes.

c. *No active outdoor recreation area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

No active outdoor recreation areas are proposed to be located within 100 feet of a Protected Neighborhood district used for residential purposes.

d. *No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential purposes.*

No parking areas are proposed to be located within 50 feet of any Protected Neighborhood district used for residential purposes.

- e. Student drop-off and vehicular turn-around facilities must be provided onsite so that vehicles may re-enter the street in a forward manner.**

There are two (2) curb cut access points on High Point Road; the “Site Plan” indicates two (2) two (2)-direction curb cuts. According to the applicant, drop-off would be provided in a one (1)-way direction, with vehicles re-entering the street in a forward manner.

- f. Offsite stadium:**

- i. Vehicular access is prohibited from a local street.**
- ii. A minimum 200-foot buffer and minimum ten (10)-foot improvement setback must be provided along all common lot lines adjacent to a Protected Neighborhood or Urban Neighborhood district.**
- iii. The hours of operation are limited to 6:00 AM and 11:00 PM adjacent to a street right-of-way or residential district.**

No offsite stadium is proposed.

Additional Use Standards:

- a. Minimum lot area is one (1) acre.**

The site contains approximately 7.68 acres, exceeding the one (1)-acre minimum.

- b. Permitted curb cut access must not be from a local street.**

There are two (2) curb cut access points on High Point Road, a collector, not local, street.

- c. The maximum lot coverage and maximum building height beyond those of the underlying zoning district are determined through the Conditional Use Permit process.**

The proposed lot coverage is 87,517 square feet, or 26.66% of the total site. The applicant indicates a maximum lot coverage of 40%. St. Martin’s Episcopal School (SMES) plans to maintain the subject property essentially as is and make some internal changes to the existing one (1)-story building. The applicant indicates a maximum proposed building height of three (3) stories/40’. Staff recommends that the applicant be conditioned to a maximum lot coverage of 28% of the total site and a maximum building height that is no higher than that of the existing one (1)-story building.

Day Care:

- a. All day care must meet the applicable standards of the Georgia Department of Early Care and Learning or the Georgia Department of Community Health, as applicable.**

The proposed day care use would meet the applicable standards.

- 3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.**

Finding: The Church of the Atonement, Inc. (High Point Episcopal Community Church (HPECC) is existing. According to the applicant, the Episcopal Diocese of Atlanta has controlled the subject property since the early 1960s, and the property has also been used for educational and community activities. SMES plans to maintain the subject property essentially as is (with very minor site design changes—mainly mechanical or maintenance related), make some internal building changes, relocate its early children program to the subject property, place some administrative office workers onsite, host some school activities, and allow for continued community and worship use. SMES would allow the Diocese to conduct public worship services and neighbors to use the community garden. The use is compatible with adjacent uses, many of which are single unit detached residences, as shown in the Existing Zoning and Land Uses of Property in the Vicinity table.

4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

Finding: HPECC is existing. SMES plans to maintain the subject property essentially as is, make some internal building changes, and allow for continued community and worship use. The proposed use would not be adverse.

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

Finding: HPECC is existing. There are two (2) curb cut access points on High Point Road; the "Site Plan" indicates two (2) two (2)-direction curb cuts. According to the applicant, drop-off would be provided in a one (1)-way direction, with vehicles re-entering the street in a forward manner. Per the Sandy Springs Transportation Engineer, while a full traffic impact study is not required, at the time of permitting, the applicant shall provide information regarding the need to install a deceleration and/or right turn lane. The City and other service providers are and will be able to provide sufficient public facilities and services.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

- ADA-accessible path should be constructed from site arrival point to the existing sidewalk on High Point Road.

- Carpool circulation plan that demonstrates all stacking onsite should be provided.

Sandy Springs Transportation Engineer:

- Anticipated Trips Generation for this use, per ITE Trip Generation Manual, 10th Edition:

Daycare – Land Use Code 565

Unit: Students (100)

Daily Rate: 4.09 (409 Trips)

Peak Hour AM Trips: 0.78 (78 Trips)

Peak Hour PM Trips: 0.79 (79 Trips)

NO TRAFFIC IMPACT STUDY REQUIRED.

- While a full traffic impact study is not required, at the time of permitting, the applicant shall provide information regarding the need to install a deceleration lane and/or right turn lane in accordance with the Technical Manual Section 3.B.8 – Auxiliary Lanes.

High Point Road at this location is classified as a Collector Street

Posted Speed limit = 35 mph

Traffic counts show the following measured volumes:

2017: 4,430 AADT

2019: 5,274 AADT

Sandy Springs City Engineer:

No comment provided.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

No comment provided.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

- We have no issues with the proposed use. The applicant should be aware that modifications to the building could be required to comply with codes regarding the new use depending on what systems and current conditions are with the existing building. This will be handled during permitting and should be something that their architect has made them aware of.

MARTA:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Board of Health:

No comment provided.

Fulton County Public Services and Utilities:

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):**WATER:**

Anticipated water demand: 100 gallons per day (gpd) / 1,000 square feet (existing High Point Episcopal Community Church buildings that will serve 60 early childhood students of the St. Martin's Episcopal School) x 16,500 (current) square feet = **165** gallons per day.

This project is within the City of Atlanta water jurisdiction.

SEWER:

Basin: Nancy Creek

Treatment Plant: R.M. Clayton (City of Atlanta)

Anticipated sewer demand: **149** gallons per day

There is a sewer manhole adjacent to the southern property boundary of the 7.679-acre tract (4945 High Point Road) within the property boundary of 240 Marilyn Place (Sewer manhole # SMNC1034199) along an eight (8)-inch sanitary sewer line located in Land Lot **40**, District **17** that can service the St. Martin's Episcopal School complex.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.

PUBLIC PARTICIPATION

Community Meeting I

There were more than 30 attendees, including the applicant team and the President of the Sandy Springs Council of Neighborhoods (SSCN), at the Initial Community Meeting on June 29, 2020, held both in person and virtually. Questions and topics discussed included the proposed project and scope, hours of operation, traffic, stacking capacity, landscaping, retention pond, Conditional Use Permit process, and ownership. The applicant stated that The Church of the Atonement currently holds the title; SMES and the Episcopal Diocese would hold the trust and title.

Community Meeting II

There were approximately 18 attendees, including the applicant team and the President of SSCN at the Second Community Meeting on September 30, 2020, held both in person and virtually. Questions and topics discussed included the proposed project and scope, site plan, lighting, and fencing.

Correspondence Received

Four (4) public comments were submitted in writing by property owners, three (3) of whom, including the President of the High Point Civic Association (HPCA), live near the subject property. One (1) of the comments was submitted by the President of SSCN. A question asked whether the applicant would need to seek another Conditional Use Permit if the number of enrolled children were to exceed 60. Requests included that no traffic line up on High Point Road, a policeman direct traffic on High Point Road if cars line up, vehicular speeds be reduced at High Point Road adjacent to the subject property, carpool not be allowed on Forest Valley Road, the number of enrolled children at SMES not exceed 60 enrolled children ages eight (8)-weeks old to five (5)-years old, operating hours be Monday-Friday, 7:30 AM-6:00 PM, there not be an after-school program, no significant changes occur to the existing building, no outside lighting impact adjacent neighborhoods, the onsite gardens remain, and the property continue to allow for occasional community use.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval with Conditions** of **Conditional Use Permit** U20-0002, request for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code, subject to the following conditions:

1. To the *drawing* shown on the “*Site Plan*,” prepared by Collins Cooper Carusi Architects, dated October 2, 2020, received October 5, 2020. Only the existing building shall be utilized for the St. Martin’s Episcopal School (SMES); the applicant must go through the City of Sandy Springs Conditional Use Permit process again, should plans change.
2. To a maximum of 60 enrolled children ages eight (8)-weeks old to five (5)-years old and 15 staff. At any point, the City may request enrollment verification, which SMES shall provide promptly.
3. To a maximum lot coverage of 28% of the total site.
4. To a maximum building height that is no higher than that of the existing one (1)-story building.
5. To provide at the time of permitting a carpool and traffic circulation and queuing plan, demonstrating that all stacking shall be provided onsite and no traffic shall back up onto High Point Road, as well as information regarding the need to install a deceleration lane and/or right turn lane in accordance with the Technical Manual.



APPLICATION

ZONING MAP AMENDMENT (REZONING) & CONDITIONAL USE PERMIT

Application Checklist:

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

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

Planner's initials: **AH**

Project Information Sheet
and Application Form



SANDY SPRINGS

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U20-0002

Case No.: U20-0002

Planner's initials: AH

PROJECT INFORMATION SHEET

PROPERTY	Address(es):	4945 Highpoint Rd.		
	Parcel Tax ID(s):	17 0040 L4072		
	Total acreage:	7.54	Council District:	5
	Current zoning:	RE-2	Current use:	Church / Daycare
	Character Area:	Protected Neighborhood		

APPLICATION	Purpose of the application:	
	Check all that apply:	
	☐ Zoning Map Amendment (Rezoning)	☒ Conditional Use Permit
	Detailed request:	
	Seek use permit to allow private school, no exterior change. There will be an early childhood daycare program for children from 6 months to 4 years old. The private school and day care use would both be accessory to and associated with an existing church that predates the Code. Seek use permit to allow private school, no exterior change. There will be an early childhood daycare program for children from 6 months to 4 years old. The private school and day care use would both be accessory to and associated with an existing church that predates the Code.	
Petitioner:	St. Martin's Episcopal School c/o Dennis J. Webb, Jr.	
Petitioner's address:	1230 Peachtree St Atlanta, GA 30309	
Phone:	(4) 815-3620	Email: djwebb@sgsllc.com

OWNER	Property owner:	Church of the Atonement (High Point Episcopal Community Church)	
	Owner's address:	2744 Peachtree Rd NW Atlanta, GA 30305	
	Phone:	[REDACTED]	Email: plausi@msn.com
	Signature (authorizing initiation of the process):	Rev. Gary Loney @ Canon	
	If the property is under contract, provide a copy of the contract		

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	6/9/2020	Anticipated application date:	7/7/2020
CMI date, time, and location:	6/29/2020 at 6 PM at Church of the Atonement, 4945 High Point Road, with virtual option		
ADDITIONAL INFORMATION			
SUBMITTAL ITEMS WAIVED BY DIRECTOR:			



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Case No.: U20-0002

Planner's initials: AH

APPLICATION FORM

APPLICATION	Purpose of the application:	
	Use Permit for a Private School and Daycare use (7.4.1.H), accessory to and associated with an existing Church that predates the Code.	
	Check all that apply:	
	☐ Zoning Map Amendment (Rezoning)	☒ Conditional Use Permit
	Detailed request:	
	See attached Statement of Intent	

COMMUNITY MEETING 1 REPORT	Date and location of CMI: June 29, 2020, 4945 High Point Road	
	Beginning time: 6:00 pm	End time: 6:46 pm
	Summary of concerns discussed:	
	Hours of operation; building expansion plans; traffic; community garden on-site; memorial garden on-site	
	Does the application address the concerns discussed at the CMI? ☒ Yes ☐ No	
	Explain:	
See attached Statement of Intent		

TO BE FILLED OUT BY P&Z STAFF -

Application date:	7/7/2020	Tentative Planning Commission date:	11/18/2020
CMI date and time:	9/30/2020 at 6 PM at	Tentative Mayor and City Council date:	12/15/2020
OFFICIAL REQUEST	City Hall, Studio Theatre, 1 Galambos Way, with virtual option		
Request: Request for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code			

Authorization and Disclosure Forms



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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: The Church of the Atonement, Inc.	Sworn and subscribed before me this <u>16</u> th day of <u>July</u> , 20 <u>20</u> Notary public: <u>[Signature]</u> Seal: Commission expires: <u>6/29/2024</u>
Address: 2744 Peachtree Road NW	
City, State, Zip Code: Atlanta, GA 30305	
Email address: plangiii@msn.com	
Phone number: [REDACTED]	
Owner's signature: <u>[Signature]</u> (P. Lang Lowery, III)	

B- If the applicant is *not* the current owner of the subject property:

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or ☒ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or ☐ He/she has an estate of years which permits the applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: ST MARTIN'S EPISCOPAL SCHOOL, INC	Sworn and subscribed before me this <u>16</u> th day of <u>July</u> , 20 <u>20</u> Notary public: <u>[Signature]</u> Seal: Commission expires: <u>6/29/2024</u>
Company name: ST MARTIN'S EPISCOPAL SCHOOL, INC	
Address: 3110-A Ashford Dunwoody Road	
City, State, Zip Code: Atlanta, GA 30319-2751	
Email address: jottley@stmartinschool.org	
Phone number: (404) 237-4266	
Applicant's signature: <u>[Signature]</u> (Dr. Lisa A. Ottley)	



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AUTHORIZATION FORM – PART II

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

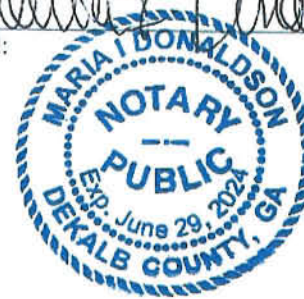
Agent's name:	Dennis J. Webb, Jr.
Company:	Smith, Gambrell & Russell LLP
Address:	1230 Peachtree Street, Suite 3100
City, State, Zip Code:	Atlanta, GA 30309
Email address:	dwebb@sgrlaw.com
Phone number:	(404) 815-3620
Agent's signature:	
Applicant's signature:	

Sworn and subscribed before me this

16th day of July 2020

Notary public:

Seal:



Commission expires: 6/29/2024



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DISCLOSURE OF CONTRIBUTION FORM

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

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

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

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

Name: ST. MARTIN'S EPISCOPAL SCHOOL, INC	
Signature: <i>Luis A. Ortega</i>	Date: <i>6/29/20</i>

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



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

Name: The Church of the Atonement, Inc.
Signature: <i>[Handwritten Signature]</i> Date: June 29, 2020

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



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DISCLOSURE OF CONTRIBUTION FORM

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

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

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

Name: Dennis J. Webb, Jr., Smith Gambrell Russell, LLP	
Signature: 	Date: 7/6/20

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



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

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

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

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

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

Name: Kathryn M. Zickert, Smith Gambrell & Russell, LLP	
Signature: <i>Kathryn M. Zickert</i>	Date: 7/6/20

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



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

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

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

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

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

Name: J. Alexander Brock, Smith Gambrell Russell, LLP	
Signature: <i>J. Alexander Brock</i>	Date: 7/6/2020

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

Letter of Intent and
Conditional Use Analysis

THIRD AMENDED STATEMENT OF INTENT

and

Other Material Required by
City of Sandy Springs Development Code
For a Use Permit for a Private School and Daycare Use (7.4.1.H), both of Which Would be
Accessory to and Associated With an Existing Church That Predates the Code

U20-0002

of

ST. MARTIN'S EPISCOPAL SCHOOL

for

± 7.54 Acres of Land Located in
Land Lot 40, 17th District
Fulton County, Georgia

Submitted for Applicant by:

Dennis J. Webb, Jr.
Kathryn M. Zickert
J. Alexander Brock
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
(404) 815-3500

I. INTRODUCTION

The property at issue is comprised of $\pm$ 7.54 acres of land zoned RE-2 (Residential Estate) and located at 4945 High Point Road in Land Lot 40, 17th District, Fulton County, Georgia (the “Subject Property”). The Subject Property is improved with, among other things, a $\pm$ 16,500 square foot, single-story building that includes a worship sanctuary, meeting spaces and offices and a parking field with 108 parking stalls. The Subject Property has been controlled by the Episcopal Diocese of Atlanta (the “Diocese”) since the early 1960’s and has housed at least four different worship congregations during that time. High Point Episcopal Community Church (“HPECC”) is the latest.

In addition to worship, the Subject Property has hosted a number of education-related activities, like an after school program, a day school for toddlers, adult education courses and various ministries. It has accommodated a number of community activities, such as serving as a voting precinct and the regular meeting place of the High Point Civic Association. It also contains a Community Garden where neighbors can rent plots of land to grow vegetables and a Memorial Garden.¹

For the last ten years, 90% of the uses on the Subject Property have been oriented towards educational-type pursuits, including the after school program, the day school for toddlers, the various ministries and community activities. Worship has remained a part of the activity, but has become an increasingly smaller part as the number of HPECC members has declined over time. HPECC is now no longer able to financially sustain the Subject Property. Therefore, the Diocese has searched for a new user that can further its Episcopal ministry.

¹ The Diocese plans to relocate the Memorial Garden off-site.

St. Martin's Episcopal School ("SMES") is a ministry of the Episcopal Church. It is a private, co-educational day school serving approximately 600 enrolled children from eight-weeks old through the eighth grade. Founded in 1959, the cornerstone of SMES's philosophy is expressed in the school motto: "Quality education in a loving environment." SMES currently operates from a seven-acre campus located at 3110-A Ashford Dunwoody Road, Brookhaven, Georgia 30319.

SMES will continue to use its current campus, but hopes to relocate its early childhood program from the existing campus to the Subject Property, which is roughly 2.9 miles away. The early childhood program will educate children from eight-weeks old through five-years old. It will have roughly 60 enrolled children and operate from 7:30 am to 6:00 pm. SMES also intends to place approximately 15 administrative office workers at the Subject Property and occasionally host other school-related activities.

SMES plans almost no changes to the exterior of the existing $\pm 16,500$ square foot, single-story building, contemplating only the addition of some new exterior doors with canopies and windows. Similarly, and on the grounds, it will maintain the Subject Property largely "as is", providing only some outdoor recreation space for the enrolled children, a small additional sidewalk and fencing. SMES will make changes internal to the building, however, creating a new administrative lobby, offices, five dedicated classroom spaces and restroom facilities, among other things, all to provide a more efficient and safe design for educational activities.

The Subject Property is well-suited for SMES's proposed use from a traffic standpoint.² It has two access points on High Point Road that form a crescent-shaped driveway, leading to a

² The proposed trip generation numbers are modest. The City has reviewed them and concluded that a traffic study is not warranted.

large parking field. These areas provide for significant stacking. Additionally, the parking field has 108 parking spaces.

While the early childhood program will be the primary focus of activity on site, SMES also understands the important role the Subject Property has played in the community for the last 60 years. Therefore, and schedule allowing, SMES plans to continue to allow the Subject Property to be used by the community, by ministries and, on a limited basis, by worshippers. As to worship, the Subject Property will no longer host weekly services, but SMES has agreed to allow the Diocese to continue to conduct public worship services at certain times during the year. SMES also plans to continue to make the Community Garden accessible to the neighborhood. SMES submits this application to allow these activities, seeking a Use Permit for a Private School and Daycare use (§ 7.4.1.H), both of which would be accessory to and associated with an existing church that predates the code.

II. CRITERIA TO BE APPLIED TO USE PERMITS

A. Whether the use is allowed as a Conditional Use in the respective zoning district.

Yes. The Subject Property is zoned RE-2 and has a Protected Neighborhood designation on the Comprehensive Land Use Plan. “School, Private (K-12)” is allowed by Use Permit in the RE-2 zoning district (See Div. 7.2, Use Table) and within Protected Neighborhoods (See, e.g., (1) First Montessori School of Atlanta, 5750 Long Island Drive (Zoned RE-2 and designated as being in a Protected Neighborhood); (2) Holy Innocents Episcopal School, 805 Mt. Vernon Highway (Zoned RE-2 and designated as being in a Protected Neighborhood); and (3) The Schenck School, 282 Mt. Paran Road (Zoned RE-2 and designated as being in a Protected Neighborhood)).

B. Whether the use complies with the applicable specific use standard listed in Div. 7.2, without the granting of any variance.

Yes. As demonstrated with the site plan submitted with this Application, the proposed use—which will be conducted in an existing building--complies with all development and other requirements listed in §§ 7.4.1.H.2 (a)-(f)³ and .3 (a)-(c), as well as all applicable State standards identified in § 7.5.5. In particular the Application will meet the following requirements as indicated:

Sec. 7.4.1.H. School, Private (K-12)

2. Basic Use Standards

- a. Day care facilities (see Sec. 7.5.5) in association with the school do not require a separate conditional use permit.*

RESPONSE: Noted.

- b. No buildings and refuse area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

RESPONSE: The 100-foot Building, Refuse, and Active Outdoor Recreation Area setback is met, as indicated on the site plan attached to this application.

- c. No active outdoor recreation area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

RESPONSE: The 100-foot Building, Refuse, and Active Outdoor Recreation Area setback is met, as indicated on the site plan attached to this application.

- d. No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential [purposes].*

RESPONSE: The 50-foot Parking setback is met, as indicated on the site plan attached to this application.

- e. Student drop-off and vehicular turn-around facilities must be provided on-site so that vehicles may re-enter the street in a forward manner.*

³ SMES is not proposing an athletic stadium, as referenced in § 7.4.1.H.2(f)

RESPONSE: Drop off will be provided in a one-way vehicular circulation, with vehicles re-entering the street in a forward manner.

f. Off-site stadium:

RESPONSE: Not Applicable

3. *Additional Use Standards*

a. Minimum lot area is 1 acre.

RESPONSE: Site area is ± 7.54 acres.

b. Permitted curb cut access must not be from a local street.

RESPONSE: There are no new curb cuts proposed and the two existing curb cuts are on High Point Road, classified as a Collector according to the City of Sandy Springs Local Roadway Functional Classification Map.

c. The maximum lot coverage and maximum building height beyond those of the underlying zoning district are determined through the Conditional Use Permit process.

RESPONSE: As indicated in the paragraphs above, almost no exterior changes to the building or site are being proposed. The site plan indicates a proposed maximum building height of 40' or 3 stories and a proposed maximum lot coverage of 40%.

Sec. 7.5.5. - Day Care

B. Basic Use Standards

a. All day care must meet the applicable standards of the Georgia Department of Early Care and Learning, or the Georgia Department of Community Health, as applicable.

The Proposed Development will comply with all applicable standards of the Georgia Department of Early Care and Learning, or the Georgia Department of Community Health.

C. Whether the use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Yes. The Subject Property has been operated in a similar manner at the same location and in largely the same configuration for almost six decades, confirming its compatibility. Further, the existing design layout complies with all required setbacks and buffers. The hours of operation on-site have varied depending on the activity but, as noted above, the Subject Property has housed both an after school program and a toddler daycare, among other things. The hours of operation for the early childhood program proposed are 7:30 am through 6:00 pm, Monday through Saturday, which are typical.

Finally, the Applicant notes that the Subject Property is bounded on two sides by public roadways: Georgia Highway 400 on the east and High Point Road on the west. Hence, it is not adjacent to any parcel on its eastern or western boundaries. It is adjacent to residential subdivisions on its southern and northern sides. To the north lies The High Point, an infill subdivision zoned RD-12 (Residential Detached) and allowing for 12,000 square foot lots. To the south, a residential subdivision centered on Marilyn Place exists and is zoned RD-18, allowing for 18,000 square foot lots. Both were built after the Subject Property and with knowledge of the institutional nature of the activities conducted on-site.

D. Whether there are any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

No. There will be no adverse impacts. Again, the Subject Property has operated in a similar manner since the 1960's with little to no negative impact. In fact, and as to traffic, the impact will likely be decreased; as noted above, the Subject Property will no longer host weekly worship services. Nonetheless, the City has already considered the potential trip generation and concluded that it will not be significant enough to warrant a traffic study. Further, the use will

not impede traffic flow on High Point Road. As noted above, the Subject Property has two access points on High Point Road that form a crescent-shaped driveway, leading to a large parking field. These areas provide for significant stacking and sufficient parking for the proposed use. According to the Institute of Traffic Engineers (ITE), Trip Generation Manual, 10th Ed. (§ 565), the Subject Property will generate 47 vehicle trips in the AM peak period and 48 in the PM peak period. Including the 15 or so office workers on-site, the existing 108 parking spaces are more than adequate to accommodate this traffic.

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

Yes. As noted above, the Subject Property has been used in a manner similar to that proposed for the last six decades. It should have no more impact on public services and facilities than it has historically.

III. NOTICE OF CONSTITUTIONAL CHALLENGE AND PRESERVATION OF CONSTITUTIONAL RIGHTS

The Applicant respectfully submits that the current zoning classification of and rules relative to a private school's right to use the Subject Property established in the Sandy Springs Zoning Ordinance, to the extent they prohibit this use, are unconstitutional and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the property owner in violation of the due process and equal protection rights of the property owner guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and

Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

Further, the Applicant respectfully submits that the City Council's failure to approve the requested Use Permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to allow the development in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the development in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

A refusal to allow the Applicant's proposed Use Permit would violate the Religious Land Use and Institutionalized Persons Act, in that the Sandy Springs Zoning Ordinance's requirements for a Use Permit does not further a compelling governmental interest; nor is it the least restrictive means of furthering any asserted compelling governmental interest.

Finally, the Applicant raises the defenses of lack of standing and failure to exhaust administrative remedies.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that a Use Permit be granted. The Applicant also invites and welcomes any comments from Staff or other officials of Sandy Springs so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 14th Day of October, 2020.

Respectfully submitted,

/S/

Dennis J. Webb, Jr.
Attorney For Applicant

Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592

Trip Generation

From: [Webb, Dennis \(Den\)](#)
 To: ["Horst, Alexandra"; Amsberry, Jon](#)
 Bcc: [REDACTED]
 Subject: 4945 High Point Road--Trip Gen Numbers
 Date: Wednesday, June 17, 2020 12:59:08 PM

Here is the Trip Gen report you requested. As you know, the hope is to put an early childhood program (students from 6 months to 4 years old) on the site at 4945 High Point Road. The number of persons on campus is estimated to be as follows:

1. 60 students;
2. 12 teachers;
3. 8 office workers.

I pulled the Trip Gen numbers below from the ITE Manual. I used the "Day Care Center" category (565). I combined the teachers and office workers and labeled them all "employees" because there was no separate category for "teachers". I think that inflated the number of trips, however. For example, the total number of trips for an "employee" on a weekday has an average rate of 26.73. It is hard to imagine a teacher coming and going 27 times during a typical school day. I will leave it to John's discretion as to whether the numbers should be adjusted down. And John, please feel free to call me if you would like to discuss.

Thanks,

Den Webb

Trip Generation Analysis (9th Ed.) 4950 High Point Road Use Permit City of Sandy Springs, Georgia								
Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
565 Day Care Center	60 students	263	48	25	23	49	23	26
	20 employees	535	97	51	46	95	45	50
Gross Trips		798	145	76	69	144	68	76

Webb, Dennis (Den)

From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Thursday, September 10, 2020 11:57 AM
To: Webb, Dennis (Den)
Subject: RE: Pre-App Request: 4945 High Point Road

Den,

ITE Trip Generation Manual, 10th Edition Uses Code used either the square footage or students to generate the trip generation numbers for Daycares under Code 565. This includes an allotment for staff and employees. As such, the Trip numbers would be based on student enrollment and would not change significantly based on the additional 7 staff members.

Thank you.

Jon Amsberry, P.E., CFM, MS4CECI
 City Engineer
 City of Sandy Springs

Phone: 770.206.1514 | Cell: 470.626.6946
 1 Galambos Way, Sandy Springs, Georgia 30328
SandySpringsGA.gov | [Facebook.com/SandySpringsGA](https://www.facebook.com/SandySpringsGA) | [Twitter.com/SandySpringsGA](https://twitter.com/SandySpringsGA)

City Springs - CitySprings.com | [Facebook.com/CitySprings](https://www.facebook.com/CitySprings) | [Twitter.com/CitySprings](https://twitter.com/CitySprings) | [Instagram.com/VisitCitySprings](https://www.instagram.com/VisitCitySprings)

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From: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Sent: Thursday, September 10, 2020 11:28 AM
To: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Subject: RE: Pre-App Request: 4945 High Point Road

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

We are actually adding 7 additional staffers, but I believe that also will not significantly change the Trip Generation numbers shown in your June 29 email and will NOT generate the need for a Traffic Study. Would you please confirm?

Thanks!

Den Webb

Dennis (Den) J. Webb Jr.
 Attorney at Law

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f | 404-685-6920
e | dwebb@sgrlaw.com
Promenade, Suite 3100 | 1230 Peachtree St. N.E. | Atlanta, GA 30309
www.sgrlaw.com | [My Bio](#) | [vCard](#)



From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Thursday, September 10, 2020 11:26 AM
To: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Subject: RE: Pre-App Request: 4945 High Point Road

Den,

Based on our conversation this morning, adding 3 additional staff members will not significantly change the Trip Generation numbers shown in my June 29 email. Additionally, this change, as stated, will NOT generate the need for Traffic Study.

Thank you.

Jon Amsberry, P.E., CFM, MS4CECI
City Engineer
City of Sandy Springs

Phone: 770.206.1514 | Cell: 470.626.6946
1 Galambos Way, Sandy Springs, Georgia 30328
SandySpringsGA.gov | Facebook.com/SandySpringsGA | Twitter.com/SandySpringsGA

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From: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Sent: Thursday, September 10, 2020 11:17 AM
To: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Subject: FW: Pre-App Request: 4945 High Point Road

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

Dennis (Den) J. Webb Jr.
Attorney at Law

p | 404-815-3620
 f | 404-685-6920
 e | dwebb@sgrlaw.com
 Promenade, Suite 3100 | 1230 Peachtree St. N.E. | Atlanta, GA 30309
www.sgrlaw.com | My Bio | vCard



From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Monday, June 29, 2020 3:55 PM
To: Webb, Dennis (Den) <DWEBB@sgrlaw.com>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MAnsbach@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>
Subject: RE: Pre-App Request: 4945 High Point Road

Based on the information provided for a maximum enrollment of up to 60 students, this facility will generate the following trips:

Total Daily Trips: 245
 AM Peak Hour Trips: 47
 PM Peak Hour Trips: 48

This project will NOT require a Traffic Impact Study based on Development Code Section 11.5.1.E.4

Thank you.

Jon Amsberry, P.E., CFM, MS4CECI
 City Engineer
 City of Sandy Springs

Phone: 770.206.1514 | **Cell:** 470.626.6946
 1 Galambos Way, Sandy Springs, Georgia 30328
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From: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Sent: Monday, June 29, 2020 3:45 PM
To: Amsberry, Jon <JAmsberry@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MAnsbach@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>
Subject: RE: Pre-App Request: 4945 High Point Road

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

No. School traffic is the only day to day generator.

Survey

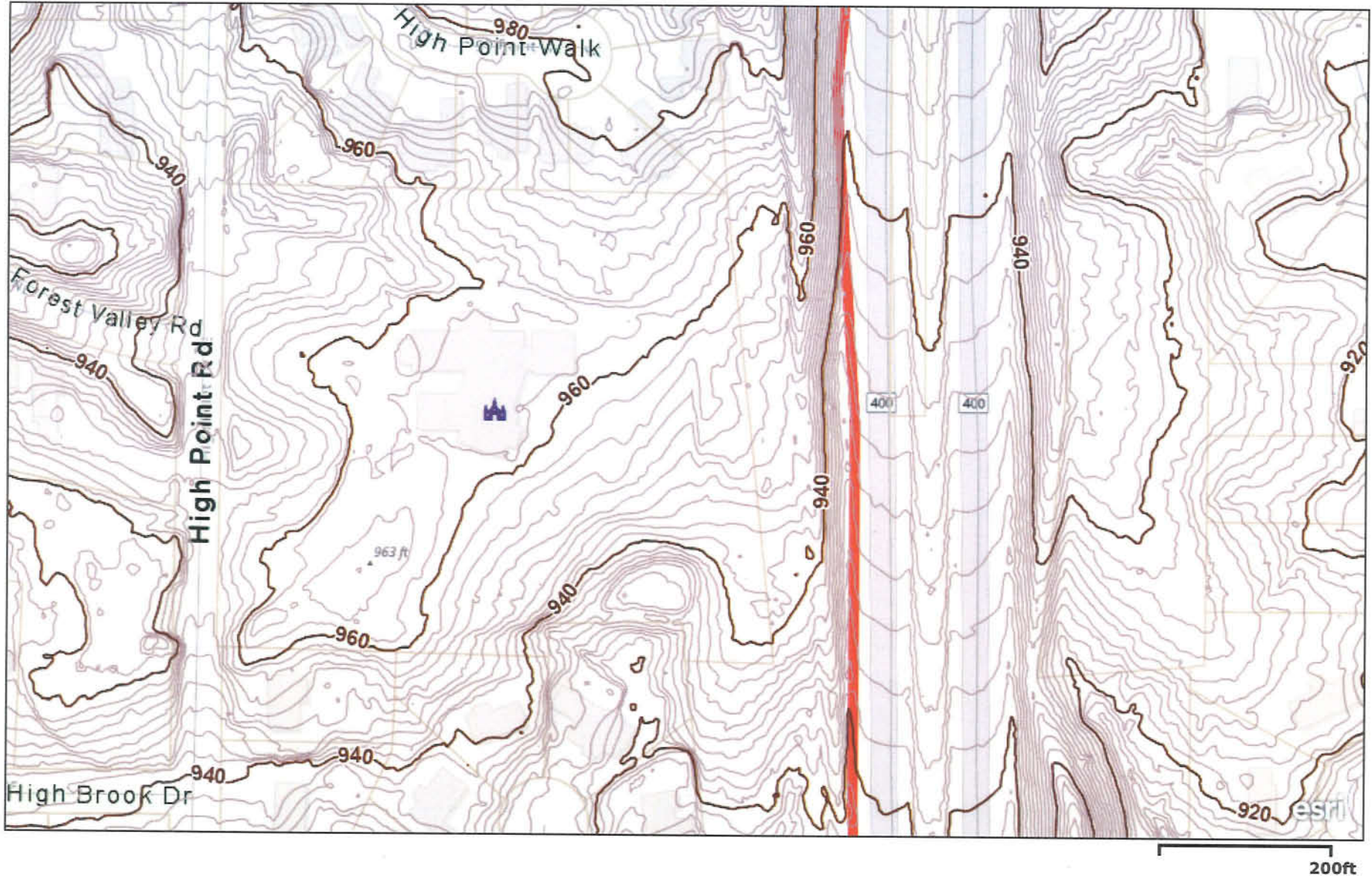
8.5"x11"

11"x17"

Full Size

Topographic

My Map



Esri Community Maps Contributors, City of Atlanta, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Sandy Springs GIS Department

Legal Description

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 40 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at the intersection of the northern right of way line of Marilyn Place (44 foot right of way width) and the eastern right of way line of High Point Road (right of way width varies); thence proceed along said right of way line of High Point Road northerly a distance of 322.09 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

From the Point of Beginning, as thus established, continuing along said right of way line of High Point Road North 00 degrees 40 minutes 02 seconds East a distance of 530.62 feet to a 1/2 inch rebar set; thence leaving High Point Road and proceeding North 89 degrees 57 minutes 46 seconds East a distance of 604.29 feet to a 1/2 inch rebar set on the western right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 05 degrees 49 minutes 56 seconds East a distance of 332.73 feet to a 1/2 inch rebar set, South 59 degrees 42 minutes 44 seconds West a distance of 18.30 feet to a 1/2 inch rebar set, along a curve to the right with a radius of 427.87 feet and an arc length of 173.29 feet (said curve having a chord bearing of South 74 degrees 18 minutes 30 seconds West and a chord distance of 172.10 feet) to a 1/2 inch rebar set, South 89 degrees 57 minutes 45 seconds West a distance of 67.57 feet to a 1/2 inch rebar set, South 88 degrees 22 minutes 00 seconds East a distance of 235.31 feet to a 1/2 inch rebar set, North 61 degrees 44 minutes 18 seconds East a distance of 21.77 feet to a 1/2 inch rebar set, South 05 degrees 49 minutes 56 seconds East a distance of 153.96 feet to a 1/2 inch rebar set and North 89 degrees 39 minutes 31 seconds West a distance of 141.69 feet to a 1/4 inch rebar found; thence leaving Georgia Highway 400 and proceeding North 05 degrees 06 minutes 31 seconds West a distance of 34.12 feet to a 1/2 inch rebar found; thence North 87 degrees 49 minutes 51 seconds West a distance of 156.18 feet to a 1/2 inch rebar found; thence South 00 degrees 15 minutes 31 seconds East a distance of 38.29 feet to a 3/8 inch rebar found; thence North 89 degrees 32 minutes 01 seconds West a distance of 364.64 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

Said tract contains 328,295 square feet or 7.54 acres.

The above described property is shown on a ALTA/NSPS Land Title Survey for St. Martins Episcopal School, Inc., and Fidelity National Title Insurance Company, prepared by Travis Pruitt & Associates, Inc., dated May 20, 2020. (FN:214-E-192)

Sign-In Sheet Completed at CMI

Case Number: U20-0002 – Community Meeting I
June 29, 2020, at 6:00 P.M.

Name of Organization	Address	Email Address
Don Webb	[REDACTED]	djwebb@sgrlaw.com
Lang Louwer	[REDACTED]	plangiii@msn.com
Salmoon Bashir	[REDACTED] 30342	[REDACTED]
Kanette Fenstermacher	[REDACTED] 30342	[REDACTED]
Jean DiSanto	[REDACTED] 30342	[REDACTED]
Amanda Hunk	[REDACTED] 30342	[REDACTED]
Sue Glander	[REDACTED] 30342	[REDACTED]
Michael Hansen	[REDACTED] 30342	—
Robin Duff Hickey	[REDACTED] 30342	[REDACTED]
Alexandra Horst-Coss	[REDACTED]	ahorst@sandysspringsga.gov
Bill & Nancy Paul	[REDACTED] 30342	[REDACTED]

Case Number: U20-0002 – Community Meeting I
June 29, 2020, at 6:00 P.M.

[illegible]

Webb, Dennis (Den)

From: Wright, Jeff
Sent: Monday, June 29, 2020 6:08 PM
To: Webb, Dennis (Den)
Subject: Participant list as of 6:05

FilingDate: 6/30/2020 9:05:00 AM

 Connected v Participants (18) 

JW



Jeff Wright

Host, me



DW



Dennis (Den) Webb



A



Ashleyyyy



Call-in User_2



Call-in User_4



Call-in User_5



Call-in User_6



Call-in User_8



Call-in User_9



C



candi



H



Horst



J



JaneKelley



JW

Jeff Wright

LK



Larrie Kontz



L



Leslie



P



Patty



RS

Ronda Smith

RW



Roy Wright

Webb, Dennis (Den)

From: Wright, Jeff
Sent: Monday, June 29, 2020 6:46 PM
To: Webb, Dennis (Den)
Subject: Participant list at close

FilingDate: 6/30/2020 9:07:00 AM

▼ Participants (17)

×

Q

SEARCH

JW

Jeff Wright

Host, me

DW

Dennis (Den) Webb

Call-in User_10

Call-in User_11

Call-in User_4

Call-in User_5

Call-in User_6

Call-in User_9

C

candi

H

Horst

J

JaneKelley

JW

Jeff Wright

LK

Larrie Kontz

L

Leslie

ML

Marisol Lacayo

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SMITH, GAMBRELL & RUSSELL, LLP
Attorneys At Law

Dennis J. Webb, Jr.
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September 30, 2020

VIA EMAIL ahorst@sandyspringsga.gov
Alexandra Horst
Planner II
City of Sandy Springs
1 Galambos Way, Sandy Springs, Georgia 30328

Re: Saint Martin's Episcopal School (4945 High Point Road) Community I
Meeting Minutes

Dear Ms. Horst:

A community meeting was held on June 29, 2020 at 4945 High Point Road and online simultaneously via a Webex conference to discuss the proposed Use Permit to allow a private school and daycare accessory to an existing church.

There were approximately twelve (12) neighbors who attended in-person and signed the sign-in sheet. Approximately 16 persons attended online via Webex. The Applicant's representative presented an overview of the Use Permit Application and then addressed questions from the attendees. A summary of the public's primary concerns were are listed below, along with where these are addressed in the Application:

1. What will the hours of operation be for the proposed school and daycare?

RESPONSE: This is outlined in Sec. II.C of the Applicant's Second Amended Statement of Intent. ("The hours of operation on-site have varied depending on the activity but, as noted above, the Subject Property has housed both an after school program and a toddler daycare, among other things. The hours of operation for the early childhood program proposed are 7:30 am through 6:00 pm, Monday through Saturday, which are typical.")



Alexandra Horst
September 30, 2020
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2. Are there any plans to expand the building?

RESPONSE: This is discussed in Section I of the Applicant's Second Amended Statement of Intent ("SMES plans almost no changes to the exterior of the existing + 16,500 square foot, single-story building, contemplating only the addition of some new exterior doors with canopies and windows.")

3. How will the proposed use affect traffic?

RESPONSE: This is discussed in Section I and Section II.D. of the Applicant's Second Amended Statement of Intent. It is noted that the proposed vehicular trips generated will be modest (i.e. 47 and 48 AM and PM vehicular trips, respectively) and that the proposed use will not impede traffic flow on High Point Road.

4. How will the proposed use affect the community garden and memorial gardens on site?

RESPONSE: The Applicant addresses this in Section I of the Second Amended Statement of Intent. The Community Gardens will remain and the Diocese plans to relocate the Memorial Garden off-site.

Sincerely,



Dennis J. Webb, Jr.
Partner

DJW/jab

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between THE CHURCH OF THE ATONEMENT, INC., a Georgia nonprofit corporation (the "Seller"), and ST. MARTIN'S EPISCOPAL SCHOOL, INC., a Georgia non-profit corporation (the "Purchaser").

1. **PURCHASE AND SALE.** Subject to the terms and conditions of this Agreement, and for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively, the "Property"):

That certain real property located at 4945 High Point Road NE, Atlanta, Fulton County, Georgia, as described on Exhibit "A" attached hereto and made a part hereof, including all right, title and interest of Seller, if any, in and to all adjacent streets, alleys, waterways, rights-of-way, buildings, improvements, and structures, any strips or gores between the Property and adjacent properties, including all water and mineral rights, and all plants, shrubbery, trees, timber and all tenements, hereditaments, easements, access rights, and parking rights benefitting the Property.

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** Subject to credits, adjustments and prorations for which provisions are hereinafter made in the Agreement, the purchase price ("Purchase Price") for the Property to be paid by Purchaser and received and accepted by Seller is the sum of [REDACTED] cash paid at Closing.

3. **EARNEST MONEY.** Within three (3) business days of the Effective Date (as defined herein) of this Agreement by Seller and Purchaser and Escrow Agent's signature hereto, the sum of [REDACTED] shall be deposited by Purchaser as an earnest money deposit hereunder (the "Earnest Money"), which Earnest Money shall be held by Fidelity National Title Insurance Company ("Escrow Agent") in escrow and shall be held subject to disbursement in accordance with the terms and provisions of this Agreement and the terms and conditions of escrow set forth on Exhibit "B" attached hereto and incorporated herein. The Earnest Money shall be held in interest bearing bank accounts, which have Federal Deposit Insurance coverage, and interest earned thereon shall also be part of the Earnest Money and shall be reported under Purchaser's U.S. Taxpayer Identification Number. Except as otherwise provided elsewhere in this Agreement, the Earnest Money and any interest earned thereon shall be credited to and considered as payment of part of the total purchase price for the Property at the time of and upon consummation of the closing hereunder (hereinafter defined and hereinafter referred to as the "Closing").

4. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby covenants, represents and warrants to Purchaser that the following facts are, as of the date hereof, and will be, as of the date of Closing, true and correct:

(a) Seller is a duly existing legal entity organized and existing under the laws of its State of organization and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated. The persons or officers executing this

Agreement on behalf of Seller have all requisite authority to execute this Agreement, and this Agreement, as executed, is valid, legal and binding upon Seller.

(b) Seller has received no written notice of any pending actions, suits, proceedings, or claims, nor, to the knowledge of Seller, is there any action, suit, proceeding, or claim affecting Seller threatened in any court or by or before any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality which would prevent consummation by Seller of the sale of the Property.

(c) Seller has good and marketable fee simple title to the Property. Other than Seller, Alcoholics Anonymous ("AA") and the caretaker of the Property (the "Caretaker"), there are no parties in possession or with any possessory rights, including licenses, in respect to the Property. Seller represents that (i) AA's license to use the Property shall be terminated on or before the Closing Date, and (ii) the Caretaker's lease on the Property shall expire on July 31, 2020.

(d) Seller has no knowledge of any condemnation proceedings against the Property.

(e) To Seller's knowledge, except for the Cremains (as hereinafter defined), there are no buried materials on the Property and the Property has not been used in violation of Environmental Protection Laws (as hereinafter defined) for the purposes of storing, manufacturing or dumping and does not contain any hazardous waste or hazardous substances as defined in Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended or any other environmental protection laws (collectively "Environmental Protection Laws") in violation of Environmental Protection Laws.

5. ADDITIONAL DOCUMENTS AND INFORMATION. Within two (2) business days after the Effective Date of this Agreement, Seller shall deliver the following documents and items (the "Additional Documents and Information") to Purchaser to the extent in Seller's possession:

Copies of all surveys (including any existing survey), site plans, title reports, title insurance policies, including copies of exceptions in the title policies, zoning reports, zoning or use permits, environmental reports or studies, wetlands studies, engineering or similar types of reports relating to the Property.

Copies of all contracts, permits, pleadings or other documents related to litigation, if any, or other agreements in Seller's possession affecting or otherwise related to the Property; copies of all real estate tax bills for the years 2018, 2019, and 2020, if available; and evidence of any development entitlements and approvals applicable to the Property from the appropriate governmental authorities.

All other documents and materials related to the Property as reasonably requested by Purchaser.

6. **SELLER'S OBLIGATIONS.** Between the date hereof and Closing, Seller shall reasonably cooperate with Purchaser in obtaining any consents or other similar approvals necessary or appropriate to allow Purchaser to consummate this transaction.

7. **CONDITIONS PRECEDENT TO PERFORMANCE.** Purchaser shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled by Seller at Closing:

(a) Seller shall have timely performed its obligations under this Agreement in all material respects.

(b) As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

If, by the date and time of Closing, any of the conditions set forth in Section 7 ("Section 7 Conditions") are not satisfied for any reason whatsoever, Purchaser shall provide written notice to Seller and Seller shall have five (5) business days to satisfy such Section 7 Conditions, and the Closing Date shall only be extended, if applicable, for such five (5) business day period. If such Section 7 Conditions are not expressly waived by Purchaser in writing or otherwise waived as referenced herein, then, in addition to any other remedies it may expressly be entitled to under this Agreement after such applicable notice and cure periods provided herein, Purchaser may terminate this Agreement by written notice to Seller, in which case the Escrow Agent shall refund to Purchaser the Earnest Money less One Hundred Dollars (\$100.00) thereof, which shall be paid over to Seller as independent contract consideration.

8. **DUE DILIGENCE.**

(a) Purchaser shall have the privilege, during the existence of this Agreement, of going upon the Property to inspect, examine, survey and make engineering, environmental, or landscaping tests or such other studies or surveys which it may deem necessary in its sole discretion regarding the Property and the development thereof. Should anyone attempt to file a lien against the Property by reason of the Purchaser's activities, the Purchaser shall have the same canceled and discharged of record within thirty (30) days after Purchaser receives notice thereof. In the event Purchaser shall fail or refuse to cancel or discharge such lien, Seller may do so at Purchaser's cost and expense. Purchaser hereby indemnifies and agrees to hold Seller harmless from and against any and all liens, liabilities, claims, actions, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, and court costs) and against any and all claims for death or injury to persons or damage to properties arising out of or as a result of Purchaser's or its agents or contractors or other representatives or their employees going upon the Property pursuant to the provisions of this Paragraph or otherwise; provided, however, that Purchaser's obligations under this indemnity shall not apply to the mere discovery of a pre-existing condition (whether environmental or other condition) at the Property. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement.

Purchaser shall promptly restore the Property to its condition on the date hereof to the extent practicable after all such tests or surveys, with Purchaser's obligation so to restore to survive any termination of this Agreement.

Before any such entry by Purchaser on the Property, Purchaser agrees to maintain or cause each of its consultants, contractors or representatives conducting any studies or investigations on the Property pursuant hereto to maintain and have in effect commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for personal injury, including bodily injury and death, and property damage. Prior to entry, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured with an insurer, insurance limits, and coverage reasonably satisfactory to Seller. Any third-party engaged by Purchaser to assist with the inspections provided for herein shall be properly licensed, certified, and qualified professionals insured in such customary amounts.

(b) In the event Purchaser is not satisfied with the results of the foregoing inspection and examination on or before thirty (30) days from the Effective Date of this Agreement (as defined herein) (said 30-day period hereinafter referred to as the "Inspection Period"), Purchaser shall notify Seller in writing that it elects to terminate this Agreement, for any or no reason, at which time neither Seller nor Purchaser shall have any further obligations under this Agreement, and Escrow Agent shall immediately return the Earnest Money to Purchaser without any further action, consent, or release by Seller.

(c) In the event that Purchaser has not terminated this Agreement on or before the expiration of the Inspection Period, then, and only then, the Earnest Money shall become non-refundable to Purchaser subject to (i) the performance by Seller of all Seller's obligations hereunder, or (ii) the occurrence of a casualty or condemnation, or (iii) except as may be provided otherwise in this Agreement. The Earnest Money shall at all times be applicable to the Purchase Price at Closing.

(d) In the event that Purchaser elects to terminate this Agreement pursuant to Section 8, Purchaser shall pay Seller the sum of \$100 as consideration for such termination right and be entitled to a prompt refund of the Earnest Money, whereupon this Agreement shall terminate and be of no further force and effect, except for the indemnification obligation set forth in Section 8(a) above.

9. TITLE COMMITMENT, SURVEY, TITLE OBJECTIONS AND PERMITTED EXCEPTIONS.

(a) Title Commitment. Within thirty (30) days after the execution hereof, Purchaser shall, at Purchaser's sole cost and expense, obtain an ALTA standard form of Commitment for Owner's Title Insurance (the "Title Commitment") issued by Fidelity National Title Insurance Company ("Title Insurer"), setting forth the state of title to the Property and all exceptions, including easements, deed restrictions, other restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy, if issued, and a certificate from the Title Insurer, indicating the amount, if any (or if none, so stating), of any real estate taxes

attributable to the Property including, without limitation, taxes arising by virtue of any special use valuations affecting the Property.

(b) Survey. Purchaser may obtain a survey of the Property in Purchaser's sole and absolute discretion (the "Survey").

(c) Title Objections and Permitted Exceptions. In the event any exceptions appear in such Title Commitment or title documents or in the Survey that are unacceptable to Purchaser ("Title Objections"), then Purchaser shall notify Seller in writing of such fact on or before the expiration of the Inspection Period. Seller shall have five (5) days after receipt of such Title Objections to give Purchaser notice that (a) Seller will cure any such Title Objections by (i) causing the removal of such matter from title at or prior to the Closing Date or (ii) affording the title company necessary information or certifications to permit it to insure over such exceptions or (b) Seller elects not to cure such Title Objections. Seller's failure to provide timely notice to Purchaser as to any Title Objection shall be deemed an election by Seller not to cure the Title Objection. If Seller so notifies or is deemed to have notified Purchaser that Seller is unable or unwilling to cure such Title Objections, Purchaser shall have five (5) days after receiving Seller's notice to determine whether (x) to waive such Title Objections which Seller has elected (or is deemed to elected) not to cure or insure over and proceed with the purchase and take the Property subject to such exceptions or (y) to terminate this Agreement by written notice to Seller upon which the Earnest Money shall be delivered to the Purchaser, and neither party shall have any further rights or liabilities hereunder except for those provisions which survive the termination of this Agreement in accordance with the terms hereof. Purchaser's failure, prior to the five (5) days period set forth above, to give Seller written notice of Purchaser's election to terminate this Agreement shall be deemed to be an election by Purchaser under clause (y) of the preceding sentence. Notwithstanding the foregoing, Seller shall be obligated to remove at or prior to Closing, all security deeds, mortgages, deeds of trust or other similar liens or encumbrances which encumber the Property which can be cured or removed by the payment of money. Seller covenants and agrees that it shall not, without the prior written consent of Purchaser, permit any encumbrances to be filed against the Property following the execution hereof. Purchaser reserves the right to object, on or before the Closing Date, to any new matter shown in an updated title commitment, revised survey, updated title search, or any other new matter (hereinafter, "New Matter") of title not included in the Title Commitment or not shown on the Survey at the time Purchaser delivers Purchaser's Objections to Seller. In the event that such New Matter is not cured by Seller for any or no reason, Purchaser shall be entitled to terminate this Agreement and receive a full refund of the Earnest Money. Any exceptions to title to which Purchaser does not object on or before Closing and any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "Permitted Exceptions."

10. CLOSING - CLOSING DOCUMENTS. The Closing shall take place at the offices of Title Insurer, or such other location as may be determined by Purchaser, on or before the date which is fifteen (15) days after the expiration of the Inspection Period (the "Closing Date"). Seller shall deliver possession of the Property on the Closing Date. To the extent possible, the parties agree to cooperate to close the transaction by mail through the Title Insurer.

(a) At Closing, Seller shall deliver to Purchaser the following items, which items shall be in form and substance reasonably satisfactory to Purchaser:

(i) A Limited Warranty Deed in recordable form conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions, reciting only nominal consideration and, if requested by Purchaser, a quitclaim deed to the Property based upon the Survey.

(ii) A standard non-foreign affidavit stating Seller is not a foreign entity.

(iii) An owner's affidavit in the form required by Purchaser's Title Insurer.

(iv) Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by the Purchaser or the Title Insurer to satisfy the Seller's requirements and the "standard exceptions" as set forth in the Title Commitment.

(b) Purchaser shall deliver to Seller:

(i) The Purchase Price provided for in Section 2 herein.

(ii) Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by Seller or the Title Insurer.

11. **COSTS PAID AT CLOSING.** Seller shall pay the cost of Seller's counsel, all charges for the preparation and recordation of any releases or instruments required to clear Seller's title for conveyance in accordance with the provisions of this Agreement, transfer taxes, and one-half (1/2) of any escrow fee charged by the Title Insurer. Purchaser will pay the cost of Purchaser's counsel, the cost of obtaining an owner's policy of title insurance, the cost of any survey or survey update, all charges for the recordation of the instruments conveying title to the Property, and one-half (1/2) of any escrow fee charged by the Title Insurer. All other costs shall be paid according to the custom of the locality where the Property is located.

12. **PRORATIONS.** All items of income and expense attributable to the Property, including all ad valorem taxes for the then current year, and other proratable items of income or expense shall be prorated at the Closing, effective as of 11:59 p.m. of the day of the Closing Date. If the Closing Date occurs before the ad valorem tax rate is fixed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the preceding year applied to the latest assessed valuation, such proration to be adjusted following Closing upon determination of the final tax amount (after appeal if appealed).

13. **EMINENT DOMAIN - CONDEMNATION.** If, prior to Closing, the Property or part thereof is subject to an eminent domain or condemnation proceeding, Seller, immediately upon

learning thereof, shall give written notice to Purchaser. Thereafter, Purchaser shall have a period of thirty (30) days within which to elect, by written notice to Seller, to terminate the Agreement. In the event of such termination on or before Closing, all Earnest Money made pursuant to the Agreement shall be returned to Purchaser, and the Agreement shall become null and void. If no such election is timely made, Purchaser shall be deemed to have waived its rights under this paragraph, except that, if the transaction contemplated hereby closes, Purchaser shall be entitled to the proceeds or the right to negotiate, settle and collect the proceeds of such condemnation award, and Seller shall execute and deliver all documents reasonably requested of Seller in order to effectuate this section.

14. RISK OF LOSS. Seller assumes all risks and liability for loss, damage, destruction or injury by fire, storm, accident or any other casualty to the Property from all causes until the Closing has been consummated. In the event of any material damage or destruction prior to Closing, Purchaser shall have the option exercisable by written notice to Seller within thirty (30) days after Purchaser is notified of such casualty, to terminate this Agreement by notice thereof to Seller, in which case the parties shall have no further rights or obligations under the Agreement and, in the event of such termination on or before Closing, all Earnest Money shall be returned to Purchaser; or Purchaser may elect to close this transaction and, in such event Purchaser shall be entitled to receive the full amount of any proceeds of such insurance payable on account of loss, damage or destruction after the date hereof and Seller shall be liable for the payment to Purchaser of all deductibles under applicable insurance policies. Seller covenants to execute such assignments, drafts and other instruments as may be required to effectuate this section.

15. APPLICATION OF EARNEST MONEY AND REMEDIES UPON DEFAULT.

(a) Upon the Closing of the purchase and sale hereunder, the Earnest Money shall be applied to and credited toward the Purchase Price;

(b) If the purchase and sale hereunder are not closed by reason of Seller's default hereunder, Purchaser shall have the right to (i) specific performance of this Agreement or (ii) terminate this Agreement and receive a refund of the Earnest Money.

(c) If the purchase and sale hereunder are not closed by reason of Purchaser's material default hereunder, then, as full liquidated damages for such default by Purchaser, the Earnest Money shall be immediately paid to Seller. It is specifically understood and agreed that payment of the Earnest Money to Seller, as liquidated damages, shall be Seller's sole and exclusive remedy hereunder, and Seller is hereby specifically waiving and relinquishing any and all other remedies at law or in equity. The parties acknowledge that the actual amount of the damages which Seller would sustain as a result of Purchaser's breach of this Agreement are difficult or impossible to estimate and that the payment of Earnest Money to Seller represents the parties' best estimate of Seller's damages in the event of such breach and is not to be construed as a penalty or forfeiture. The said stipulated sum is a reasonable pre-estimate of the probable loss resulting from such a breach.

16. REPRESENTATIONS REGARDING BROKERS AND REAL ESTATE CONSULTANTS. Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent, consultant, or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller

and Purchaser shall each indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnitor's breach of this representation and warranty. The indemnity in this Paragraph shall survive the Closing or any termination of this Agreement.

17. MISCELLANEOUS PROVISIONS.

(a) Assignment. Purchaser may assign Purchaser's rights in this Agreement to any affiliate of Purchaser without the consent of Seller. Any other assignment by Purchaser shall require the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notices. Any notice, consent, approval, waiver, and election which any party shall be required or permitted to make or give under this contract shall be in writing and shall be deemed to have been sufficiently made or given if delivered by hand, courier, e-mail or overnight delivery service (such as Federal Express or United Parcel Service), addressed to the respective parties at the addresses below:

TO SELLER: THE CHURCH OF THE ATONEMENT, INC.
2744 Peachtree Road NW
Atlanta, Georgia 30305
Attn: Alicia Schuster-Weltner and Lang Lowrey
Phone: _____
Email: plangiii@msn.com

WITH COPY TO: Neel, Robinson & Stafford LLC
5555 Glenridge Connector, Suite 400
Atlanta, Georgia 30342
Attn: Pierce Lowrey
Email: Pierce.Lowrey@nrs.law

TO PURCHASER: Dr. Luis Ottley
Head of School
St. Martin's Episcopal School
3110-A Ashford Dunwoody Road
Atlanta, GA 30319
Main (404) 237-4260
Fax (404) 237-9311
lottley@stmartinschool.org

WITH A COPY TO: Smith, Gambrell & Russell, LLP
 Suite 3100, Promenade
 1230 Peachtree Street, N. E.
 Atlanta, Georgia 30309
 Attn: Dennis (Den) J. Webb Jr., Esq.
 Phone: 404/815-3620
dwebb@sgrlaw.com

Such notices shall be deemed received upon delivery when delivered by hand, by courier or by overnight delivery service. Each notice given by e-mail shall be deemed given on the date shown on the sender's copy thereof or confirmation notice showing date and time of transmission. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver.

Either party, may from time to time, change the address to which notices shall be sent by like notice given to the other party hereto, except that no party may change its address to other than a street address. Any notice given that does not conform to this paragraph shall be effective only upon receipt.

(c) Entire Agreement. This Agreement, with the exhibits attached hereto, constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(d) Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered at interpreting the provisions of the Agreement.

(e) Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of all parties hereto.

(f) Time of Essence. Time is of the essence of this Agreement.

(g) Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(h) Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. A signature transmitted by facsimile or e-mail transmission shall be effective between the parties.

(i) Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located.

(j) Survival Clause. Except as expressly provided for herein the representations, warranties and covenants contained herein shall not merge in the deed or any other document and shall survive the Closing, as set forth herein.

(k) Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(l) Business Days. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(m) Telecopies: The parties hereto agree that documents transmitted by e-mail or facsimile transmission shall be deemed to be written instruments and shall be binding on the parties executing and delivering such documents.

(n) Ratification by Standing Committee of Diocese. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Standing Committee of The Diocese of Atlanta (the "Committee") and The Bishop of Atlanta (the "Bishop"). The "Effective Date" of this Agreement shall be the date of the latest of the date of execution of this Agreement by the Seller, Purchaser, Committee and Bishop.

18. CREMAINS: Seller and Purchaser acknowledge and agree that Seller will use its best efforts within eighteen (18) months after Closing, at Seller's sole obligation and expense, (i) to remove the cremains (the "Cremains") from the Property and relocate such Cremains on property owned by Seller but shall be given the time that it needs, and (ii) restore the Property to its existing condition. Seller and Purchaser hereby agrees that the relocation of the Cremains and restoration of the Property shall be Seller's sole responsibility and at Seller's sole cost and expense, and Purchaser shall have no obligations related to the Cremains. The provisions of this Section 18 shall survive Closing.

19. COVID-19: The parties recognize and acknowledge that due to current and potential disruptions arising out of the COVID-19 a/k/a coronavirus pandemic ("COVID-19"), the unavailability of third parties (e.g., Escrow Agent, local recording offices, notaries public, or the like) on whose performance the Closing depends or from whom deliverables must be received for Closing to occur ("Essential Third Parties") may prevent a timely Closing. If either Purchaser or Seller is unable, after the exercise of commercially reasonable efforts, to timely fulfill its closing obligations or conditions under this Agreement due to an unavailability and/or closure of an Essential Third Party arising out of COVID-19 (a "COVID-19 Event"), such party will provide written notice thereof to the other party of such COVID-19 Event and the anticipated delay relating thereto not later than three (3)

business days prior to the then-scheduled Closing Date. Each party will each have one opportunity to extend the Closing Date by a maximum of thirty (30) days pursuant to this provision. If a party so extends the Closing, the Closing Date will be extended to occur on the date that is stated in such notice, which date cannot be earlier than five business days from the party's receipt of the notice.

20. PROPERTY CONVEYED AS IS, WHERE IS. Purchaser warrants and represents that its decision to purchase hereunder is based solely on its own inspection of the Property and its independent investigation and evaluation of the merits of entering into this Agreement. EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, THE PROPERTY IS HEREBY CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS, KNOWN OR UNKNOWN, PATENT, LATENT OR OTHERWISE, AND SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES, ACCESS OF THE PROPERTY TO PUBLIC ROADS, APPLIANCES OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR ANY PURPOSES.

21. MANAGEMENT OF PROPERTY. Purchaser acknowledges that this purchase shall be in accordance with the Constitutions and Canons of the Episcopal Church. The Diocese hereby acknowledges and agrees that (i) the Property shall be purchased and solely owned by St. Martin's Episcopal School, Inc. or its affiliate, (ii) after the Closing Date, the Property shall be managed by the Board of Trustees of St. Martin's Episcopal School, Inc., and (iii) the parish of St. Martin in the Fields Episcopal Church shall have no right, title or interest in, ownership of or management over the Property.

22. LOAN APPROVAL. The Committee hereby approves Purchaser obtaining a loan of up to 70% of the value of the Property at the time of such loan to be secured, *inter alia*, by a first-priority deed to secure debt on the Property upon terms and conditions reasonably approved by Purchaser.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date this Agreement has been signed by both Purchaser and Seller.

SELLER:

THE CHURCH OF THE ATONEMENT, INC.,
a Georgia nonprofit corporation

By: Rev. Canon Ly Ly C
Name: Rev. Canon Larry Lowrey III
Its: Canon of Christ the King Episcopal

4/22/20
Date of Final Execution

The Diocese of Atlanta:

By: _____
Name: _____
Title: Canon to the Ordinary

Date of Final Execution

PURCHASER:

ST. MARTIN'S EPISCOPAL SCHOOL, INC., a
Georgia non-profit corporation

By: Luis A Ottley
Name: Luis A. Ottley
Its: Head of School

4/22/2020
Date of Final Execution

The undersigned agrees to hold and disburse the Earnest Money in accordance with this Agreement.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "A"

LEGAL DESCRIPTION

Exhibit "B"**Terms and Conditions of Escrow**

1. **DEPOSITS OF FUNDS.** All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity. It is understood that Escrow Agent shall be under no obligation, except to the extent instructed in writing by Seller and/or Purchaser, to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. If Seller and Purchaser instruct Escrow Agent to deposit the Earnest Money in an interest-bearing account, upon the depository institution's request, the Seller and/or Purchaser will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Interest will accrue on said account at the rate provided by the institution in which the escrowed funds are deposited. The Seller and/or Purchaser do hereby certify that they are aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of \$100,000.00 per depositor. Further, the Seller and/or Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller and/or Purchaser hold same liable for any loss occurring which arises from bank failure or error, insolvency or suspension, or a situation or event which falls under the Federal Deposit Insurance Corporation coverages.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

Name:

Address:

Phone:

Tax Identification or Social Security No.: _____

Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and/or Purchaser instructions.

2. **DISBURSEMENT OF EARNEST MONEY.** Escrow Agent may disburse all or any portion of the Earnest Money in accordance with and in reliance upon the terms and conditions of this Purchase and Sale Agreement and these Escrow Terms or upon written instructions from both Seller and Purchaser. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released.

3. **DEFAULT AND/OR DISPUTES.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited

in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Notwithstanding anything herein to the contrary, in the event that Purchaser elects to terminate this Agreement on or before the expiration of the Inspection Period, as defined in the Purchase Agreement, Escrow Agent shall immediately return the Earnest Money to Purchaser without any consent or action by Seller.

4. **ESCROW AGENT FEES AND OTHER EXPENSES.** Escrow Agent shall charge for its services hereunder in accordance with its current schedule of fees (which includes annual maintenance fees) unless otherwise provided. Unless otherwise directed, such fees shall be charged to the Purchaser. All fees, charges and expenses are due and payable at settlement and such amounts may be deducted by Escrow Agent from any funds held in escrow due to the party from whom such amounts are due and owing. Additional amounts which may become due for any reason shall be promptly paid to Escrow Agent by the party owing such amounts. Escrow Agent shall not be required to advance its own funds for any purpose provided that any such advance, made at its option, shall be promptly reimbursed by the party for whom it is advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.

5. **LIMITATIONS OF LIABILITY.** Escrow Agent shall not be liable for any loss or damage resulting from the following:

- (a) The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;
- (b) The default, error, act or failure to act by any other party to the escrow;
- (c) Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, error, insolvency or suspension of a depository institution;
- (d) Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of Fidelity National Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.
- (e) Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

6. **HOLD HARMLESS.** Purchaser and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Tel: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys At Law

Dennis J. Webb, Jr.
Direct Tel: (404) 815-3620
Direct Fax: (404) 685-6920
dwebb@sgrlaw.com

October 15, 2020

VIA EMAIL ahorst@sandyspringsga.gov
Alexandra Horst
Planner II
City of Sandy Springs
1 Galambos Way, Sandy Springs, Georgia 30328

Re: **Saint Martin's Episcopal School ("SMES") (4945 High Point Road) Community Meeting II Minutes**

Dear Ms. Horst:

A second community meeting was held on September 30, 2020 at City Hall and online simultaneously via a Webex conference to discuss the proposed Use Permit to allow a private school and daycare accessory to an existing church.

There were two (2) neighbors who attended in-person and signed the sign-in sheet. Approximately 13 persons attended online via Webex. Both the actual and virtual sign-in sheets are attached. The Applicant's representative presented an overview of the Use Permit Application and then addressed questions from the attendees. A summary of the public's primary concerns are listed below, along with a summary of the response:

1. Will SMES maintain the existing fence on the northern property line?

RESPONSE: We told the questioner that we were not sure and would consult with the Architect after the meeting and follow up with him. We did so the next day and confirmed that the existing fence on the northern property line is being kept. We communicated this via email to the questioner. He was happy with this response. He said that he had planned to do some landscaping in that area and did not want to start the project if the area was going to be disturbed.

Alexandra Horst
October 15, 2020
Page 2

2. Will SMES be keeping the playground on the north side of the property?

RESPONSE: We told the questioner that the playground would be kept as passive play space. She said that she was glad because she liked the sound of children playing.

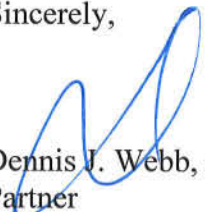
3. Will SMES be adding exterior lighting to the property?

RESPONSE: We told the questioner that we were not sure but that additional lighting, if any, would be made appropriate for a residential area.

4. What is the proposed cap on enrolled children?

RESPONSE: We told the questioner that the school contemplates 60 enrolled children currently but wanted some room for growth. SMES intends to propose a zoning condition that caps total enrolled children at 100.

Sincerely,



Dennis J. Webb, Jr.
Partner

Case Number: U20-0002 – Community Meeting II
City Hall, 1 Galambos Way, Sandy Springs, Ga 30328 (Studio Theatre)
September 30, 2020 from 6:00 pm - 7:30 pm

[illegible]

▼ Participants (14)



Q Search

Jeff Wright
Host, me

A

Audience
CohostDennis (Den) Webb
Cohost

B

Bob



Call-in User_4



CK

Charlie Kontz



CD

Cheryl Doughty



CG

Chris Glander



J

JaneKelley



JD

Jean DiLuzio



MF

mary ford



NP

Nancy Pahl



NB

norris broyles



RS

R Smith

Mute all

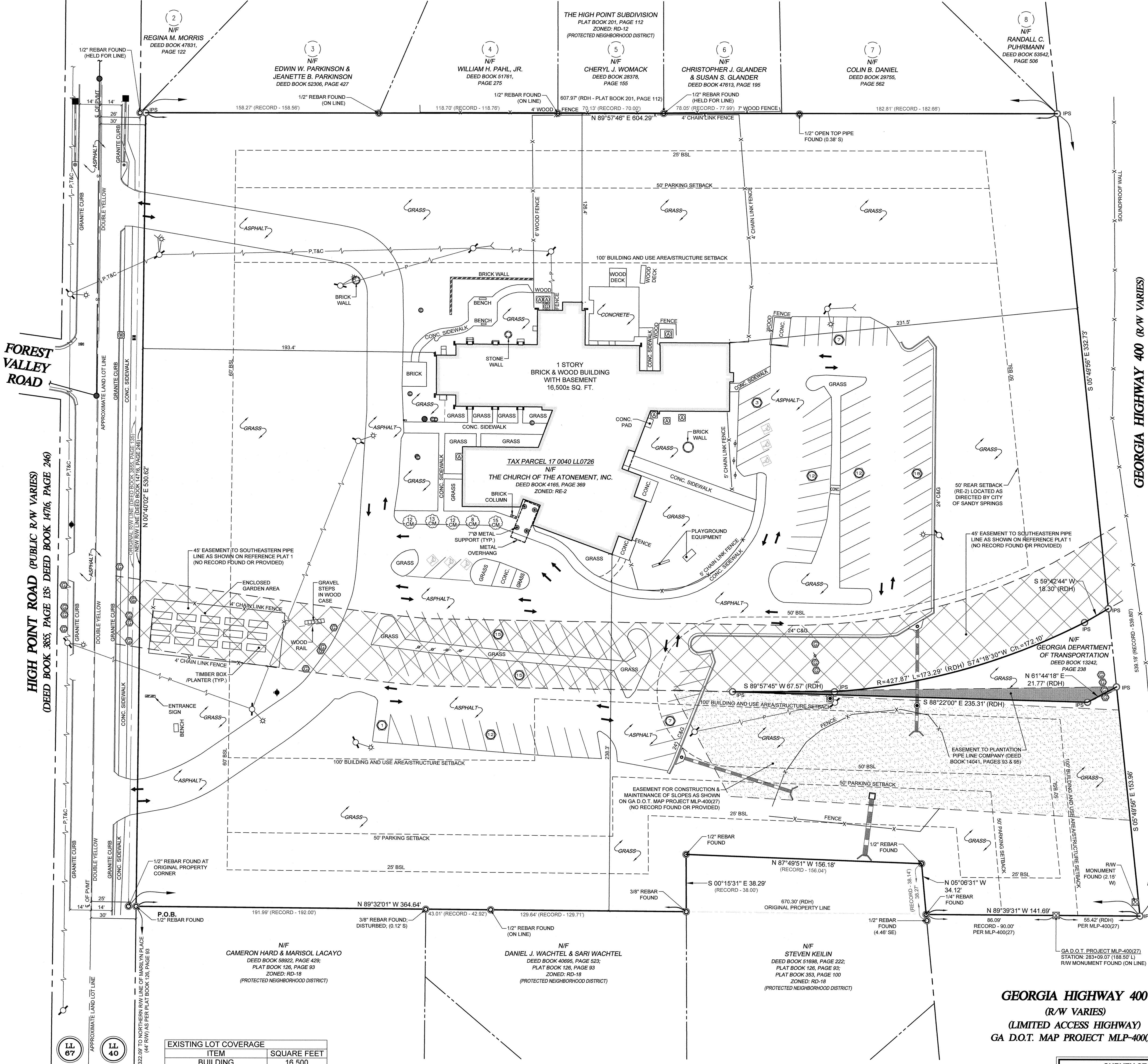
Unmute all

- LEGEND**
- LL 40 LAND LOT IDENTIFICATION
- 4 SUBDIVISION LOT IDENTIFICATION
- IRON PIN FOUND (AS NOTED)
- RIGHT OF WAY MONUMENT FOUND
- PROPERTY CORNER
- ROUND COLUMN
- MAILBOX
- REGULAR PARKING SPACE NUMBER
- HANDICAP PARKING
- SIGN
- POWER POLE WILIGHT
- AC UNIT
- ELECTRIC BOX
- ELECTRIC METER
- GUY WIRE
- POWER POLE
- SANITARY SEWER MANHOLE
- CLEAN OUT
- CATCH BASIN
- OUTLET CONTROL STRUCTURE
- JUNCTION BOX
- HEADWALL
- GAS METER
- GAS MARKER
- IRRIGATION CONTROL VALVE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TREE
- CRAP-MYRTLE TREE
- P.O.B.
- POINT OF BEGINNING
- RDH
- RECORD DISTANCE HELD
- IPS
- 1/2" REBAR SET W/ CAP
- BSL
- BUILDING SETBACK LINE
- NF
- NOW OR FORMERLY
- R/W
- RIGHT OF WAY
- C&G
- CURBS AND GUTTER
- CONC.
- CONCRETE
- PVMT
- PAVEMENT
- TYP
- TYPICAL
- C
- CENTER LINE
- X
- FENCE LINE
- S
- SANITARY SEWER LINE
- STORM SEWER LINE
- P
- OVERHEAD POWER LINE
- T
- OVERHEAD TELEPHONE LINE
- C
- OVERHEAD CABLE TELEVISION LINE

- REFERENCE PLATS:**
- Survey plat for Church of Atonement prepared by J. Paul Bates & Associates, dated October 1, 1963, referenced in Warranty Deed recorded in Deed Book 4165, Page 369.
 - Subdivision plat for Windsor Heights Subdivision recorded in Plat Book 126, Page 93.
 - Final plat of The High Point Subdivision recorded in Plat Book 201, Page 112.
 - Minor plat of Revisions to 4945 High Point Road, NE, & Lot 7, Block A, Windsor Heights Subdivision recorded in Plat Book 363, Page 100.
 - Georgia Department of Transportation right of way map project MLP-400(27) dated May 18, 1987, last revised October 29, 1993.

- TITLE EXCEPTIONS:**
- This survey relied upon information contained within a title commitment number 2007000A prepared by Fidelity National Title Insurance Company, with an effective date of March 31, 2020, with respect to the property surveyed described in Exhibit "A", and the exceptions listed in "Schedule B, Part I":
- Easement to Plantation Pipe Line Company recorded in Deed Book 1269, Page 545; as assigned and recorded in Deed Book 11752, Page 155. Comment: Document affects the subject property; does not contain plottable descriptions of the easement.
 - Easement to Fulton County recorded in Deed Book 3855, Page 135. Comment: Document describes a 50 foot width original right of way of High Point Road before widening per Deed Book 14716, Page 246. (See Exception #21 below).
 - Right of Way Easement to Georgia Power Company recorded in 4888, Page 100. Comment: Blanket easement affects the subject property; does not contain plottable descriptions.
 - Right of Way Easement to Georgia Power Company recorded in 4070, Page 598. Comment: Blanket easement affects the subject property; does not contain plottable descriptions.
 - Right of Way Easement to Georgia Power Company recorded in 7323, Page 151. Comment: Blanket easement affects the subject property; does not contain plottable descriptions.
 - Right of Way Deed to Georgia Department of Transportation recorded in Deed Book 13242, Page 238. Comment: Affect the subject property as shown on the survey.
 - Right of Way Deed to Plantation Pipe Line Company recorded in Deed Book 14041, Page 93; as amended and recorded in Deed Book 14041, Page 95. Comment: Affects the subject property; shown on the survey.
 - Right of Way Deed to Fulton County recorded in Deed Book 14716, Page 246. Comment: Document affect the subject property; 30 foot right of way from the centerline of High Point Road is shown on the survey; surveyor needs a copy of the plans showing additional right of way to provide a necessary shoulder referenced in the document and not supplied with the title commitment.
 - Matters shown on the plat recorded in Plat Book 353, Page 100. Comment: Affect the subject property as shown on the survey.

EXISTING LOT COVERAGE	SQUARE FEET
BUILDING	16,500
ASPHALT DRIVE	14,215
ASPHALT PARKING	48,212
CONCRETE SIDEWALK	4,697
CONCRETE PAD	1,926
CONCRETE CURB	960
BRICK PAD	261
OVERHANG	263
WOOD DECK	178
BRICK WALL	125
BENCH	9
PLAYGROUND EQUIPMENT	48

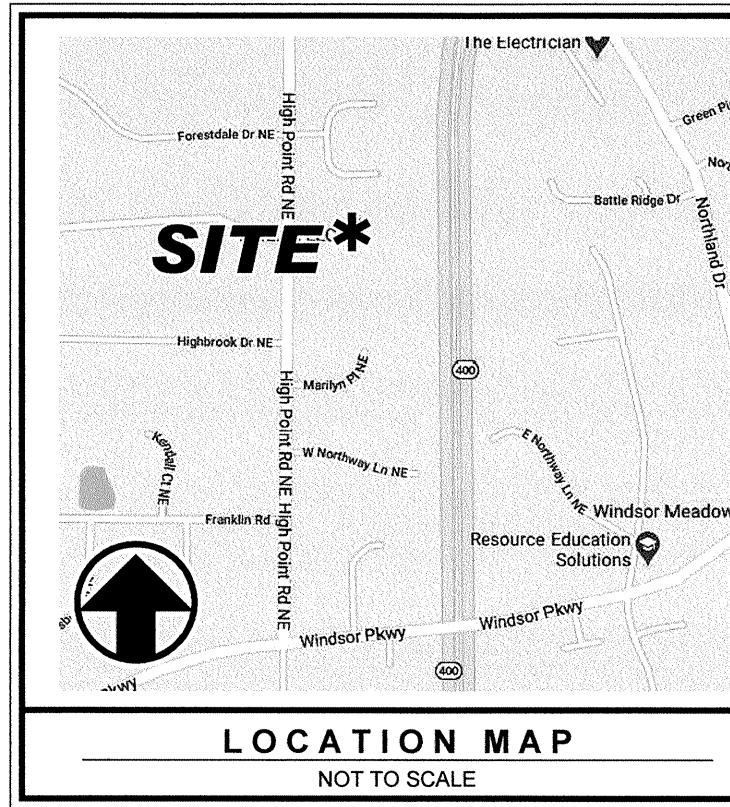


GEORGIA HIGHWAY 400
(R/W VARIES)
(LIMITED ACCESS HIGHWAY)
GA D.O.T. MAP PROJECT MLP-400(27)

- SURVEY STATEMENTS:**
- The Property is the same as that in the Title Commitment.
 - No facts or evidence of encroachments onto or from the Property were revealed.
 - No gores or gaps were revealed.
 - The Property has direct access to and from the public right of way of High Point Road.
 - There is no evidence of recent street mowing work, building construction, or building additions observed in the process of conducting the fieldwork.
 - There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

UTILITY STATEMENT:

- There may be underground utilities not shown on this survey.



SITE ADDRESS:
4945 High Point Road, Sandy Springs, GA 30342

SITE AREA:
7.54 acres or 325,295 square feet

LOT COVERAGE:
Existing: 287,394 square feet; 26.6%

PARKING SUMMARY:
Existing Use: Place of Worship
Regular Parking Spaces: 102
Handicap Parking Spaces: 6
Total Parking Spaces: 108

ZONING: RE-2

REQUIRED BUILDING SET-BACK LINES:
Front: 60'
Side Street: 40'
Interior Side: 25'
Rear: 50'
From any Protected Neighborhood: 100' (Building and use area/structure setback) / 50' (Parking)

BUILDING SIZE:
Maximum Building Height or Stories: 40' or 3 Stories
Minimum Lot Area For All Other Allowed Uses: 10,000 Square Feet
Minimum Lot Width For All Other Allowed Uses: 100'

PARKING:
Total Parking Spaces Required: 33 (Place of Worship 1 per 500 square feet)
LOT COVERAGE: Maximum Lot (Impervious) Coverage: As depicted on the survey (per Code Div. 2.2 and 7.4.1)

NOTES:

- This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
- Unless otherwise specified, all distances as shown are horizontal ground distances in U.S. survey feet (39.37 inches = 1 meter).
- The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, West Zone.
- Flood Hazard Note:** By graphic plotting only, this property does not lie within a 100 year flood hazard zone and is depicted as zone X as defined by the F.E.M.A Flood Insurance Rate Map of Fulton County, Georgia and incorporated areas map number(s) 13121C0183F, effective date September 18, 2013.

PROPERTY DESCRIPTION:

All that tract or parcel of land lying and being in Land Lot 40 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at the intersection of the northern right of way line of Marilyn Place (44 feet right of way width) and the eastern right of way line of High Point Road (right of way width varies); thence proceed along said right of way line of High Point Road northerly a distance of 322.09 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

From the Point of Beginning, as thus established, continuing along said right of way line of High Point Road North 00 degrees 40 minutes 02 seconds East a distance of 530.82 feet to a 1/2 inch rebar set; thence leaving High Point Road and proceeding North 89 degrees 57 minutes 46 seconds East a distance of 604.29 feet to a 1/2 inch rebar set on the western right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 05 degrees 40 minutes 56 seconds East a distance of 332.73 feet to a 1/2 inch rebar set; South 59 degrees 42 minutes 44 seconds West a distance of 18.30 feet to a 1/2 inch rebar set; along a curve to the right with a radius of 427.87 feet and an arc length of 173.29 feet (said curve having a chord bearing of South 74 degrees 18 minutes 30 seconds West and a chord distance of 172.10 feet) to a 1/2 inch rebar set; North 61 degrees 44 minutes 18 seconds East a distance of 21.77 feet to a 1/2 inch rebar set; South 08 degrees 22 minutes 00 seconds East a distance of 235.31 feet to a 1/2 inch rebar set; North 61 degrees 44 minutes 18 seconds East a distance of 21.77 feet to a 1/2 inch rebar set; South 05 degrees 49 minutes 56 seconds East a distance of 163.95 feet to a 1/2 inch rebar set; North 59 degrees 42 minutes 31 seconds West a distance of 141.69 feet to a 1/4 inch rebar found; thence leaving Georgia Highway 400 and proceeding North 05 degrees 05 minutes 31 seconds West a distance of 34.12 feet to a 1/2 inch rebar found; thence North 87 degrees 49 minutes 51 seconds West a distance of 155.18 feet to a 1/2 inch rebar found; thence South 00 degrees 15 minutes 31 seconds East a distance of 38.29 feet to a 3/8 inch rebar found; thence North 89 degrees 32 minutes 01 seconds West a distance of 364.04 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67.

This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based, was performed using Leica GS 15 GPS receivers with network adjusted real time kinematic measurements referenced to the eGPS network. The GPS survey included redundant measurements with positional accuracy better than 0.07'.

This map or plat has been calculated for closure and is found to be accurate within one foot in 332,327 feet.

To St. Martin's Episcopal School, Inc., Ameris Bank, and Fidelity National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(b)(1), 8, 9, 13 & 20 (55,000,000 of Table A thereof). The fieldwork was completed on May 14, 2020.

Travis Pruitt & Associates, Inc.
Travis Pruitt, Jr.
Land Surveyor No. 2809
For The Firm Travis Pruitt & Associates, Inc.

Date: 10/14/2020

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Travis Pruitt & Associates, Inc.

These drawings and their reproductions are the property of the Surveyor and may not be reproduced, published, or used in any way without the written permission of this Surveyor.

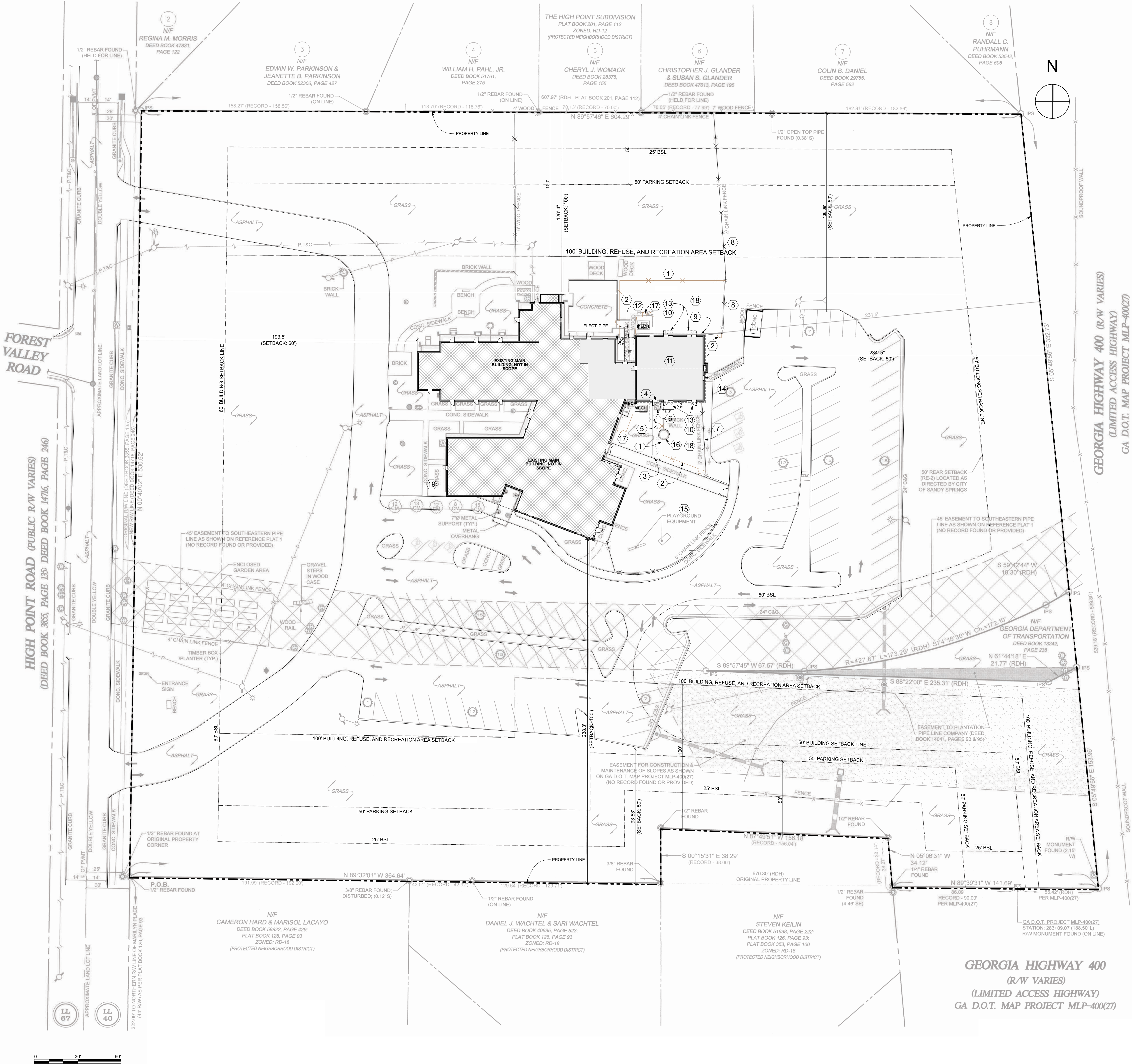
REVISIONS

NO.	DATE	DESCRIPTION
1	10/14/2020	AS NOTED

**4945 High Point Road, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-8759
www.travispruit.com**

Travis Pruitt & Associates, Inc.
Professional Engineers and Land Surveyors
15-6-67

PLAT DATE: 05/20/2020
FIELD DATE: 05/14/2020
SCALE: 1" = 30'
JN: 1-20-0131.600
FN: 214-E-192
SHEET NO: 1 of 1



PARKING DATA

REQUIRED PARKING:
DAY CARE: 30 SPACES (1 SPACE PER 500 SF)
PLACE OF WORSHIP: 30 SPACES (1 SPACE PER 500 SF)
PRIVATE SCHOOL: 3 SPACES (1 PER 500 SF)
PARKING PROVIDED: 108 SPACES
(EXISTING TO REMAIN AS-IS)
REQUIRED BICYCLE PARKING:
DAY CARE: 4 SPACES (1 PER 5,000 SF, 2 MIN)
PLACE OF WORSHIP: 4 SPACES (1 PER 5,000 SF, 2 MIN)
PRIVATE SCHOOL: 0 SPACES
BICYCLE PARKING PROVIDED: 4 SPACES

NOTES:
1 THE DAY CARE WILL UTILIZE ±15,380 SF OF THE BUILDING MONDAY THROUGH SATURDAY. THE CHURCH WILL UTILIZE ±16,380 SF OF THE BUILDING ON SUNDAYS AS A PLACE OF WORSHIP.
2 THE PRIVATE SCHOOL USE OF THE BUILDING IS FOR SCHOOL ADMINISTRATIVE OFFICES (±1,120 SF).

LEGEND

- 11 40 LAND LOT IDENTIFICATION
- 4 SUBDIVISION LOT IDENTIFICATION
- IRON PIN FOUND (AS NOTED)
- RIGHT OF WAY MONUMENT FOUND
- PROPERTY CORNER
- ROUND COLUMN
- MAILBOX
- REGULAR PARKING SPACE NUMBER
- HANDICAP PARKING
- SIGN
- POWER POLE W/ LIGHT
- AC UNIT
- ELECTRIC BOX
- ELECTRIC METER
- GUY WIRE
- POWER POLE
- SANITARY SEWER MANHOLE
- CLEAN OUT
- CATCH BASIN
- OUTLET CONTROL STRUCTURE
- JUNCTION BOX
- HEADWALL
- GAS METER
- GAS MARKER
- IRRIGATION CONTROL VALVE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TREE
- CRABE-MYRTLE TREE
- P.O.B. POINT OF BEGINNING
- RDH RECORD DISTANCE HELD
- IPS 1/2" REBAR SET W/ CAP
- BSL BUILDING SETBACK LINE
- N/F NOW OR FORMERLY
- R/W RIGHT OF WAY
- C&G CURB AND GUTTER
- CONC. CONCRETE
- P/MT PAVEMENT
- TYP TYPICAL
- CENTER LINE
- FENCE LINE
- S SANITARY SEWER LINE
- STORM SEWER LINE
- P OVERHEAD POWER LINE
- T OVERHEAD TELEPHONE LINE
- C OVERHEAD CABLE TELEVISION LINE

EXISTING LOT COVERAGE	
ITEM	SQUARE FEET
BUILDING	16,500
ASPHALT DRIVE	14,215
ASPHALT PARKING	48,212
CONCRETE SIDEWALK	4,697
CONCRETE PAD	1,926
CONCRETE CURB	960
BRICK PAD	261
OVERHANG	263
WOOD DECK	178
BRICK WALL	125
BENCH	9
PLAYGROUND EQUIPMENT	48
PROPOSED ADDITIONAL LOT COVERAGE	
CONCRETE SIDEWALK	123

SITE PLAN GENERAL NOTES

• GC TO VERIFY CONDITION OF ROOFING, FLASHING, WATERPROOFING, FACADE, MASONRY, SHEATHING, INSULATION AND ALL KEY ELEMENTS OF EXISTING ENVELOPE AND NOTIFY OWNER OF ANY DAMAGE OR REQUIREMENTS IN AND AROUND SCOPE AREAS AND AREAS IMMEDIATELY ADJACENT.
• PLEASE NOTE: THIS SITE PLAN BASED ON SURVEY PREPARED BY TRAVIS FRUITT & ASSOCIATES DATED/SEALED 9.20.2020, AND ENTITLED ST. MARTIN'S EPISCOPAL SCHOOL, AMERIS BANK AND FIDELITY NATIONAL INSURANCE COMPANY.

SITE PLAN KEY NOTES

- NEW METAL FENCE PER DAYCARE LICENSING REQUIREMENTS
- NEW METAL FENCE W/ SCREENING & GATE, PER LICENSING REQUIREMENTS. PROVIDE LOCK WITH PANIC HARDWARE & TAMPER PROOF SCREENING ABOVE/BELOW TO PREVENT OUTSIDE ENTRY
- NEW CONCRETE SIDEWALK TO THE NEW ENTRY INTO EXISTING SIDEWALK. AREA: ±193 SQUARE FEET.
- NEW ALUMINUM/GLASS ENTRY DOOR W/ SIDELITE
- NEW EXTERIOR CANOPY
- DEMOLISH EXISTING PAD-MOUNTED MECHANICAL UNIT (INCLUDING CONCRETE PAD AND ALL ASSOCIATED UTILITIES AND INFRASTRUCTURE)
- DEMO EXISTING FENCE, REPLACE WITH NEW METAL FENCE WITH SCREENING PER DAYCARE LICENSING REQUIREMENTS
- ADD PRIVACY SCREENING TO EXISTING METAL FENCE
- REPLACE EXISTING METAL GUTTER & DOWNSPOUTS, TYP.
- PREFINISHED METAL CANOPY, TYP.
- REPLACE EXISTING ASPHALT SHINGLE ROOF
- OPTION FOR "SCHEME A" INCLUDES ENCLOSING THIS AREA WITH NEW EXTERIOR STONE/CLAY TILE WALL, NEW EXTERIOR DOOR AND ROOF EXTENSION THAT TIES INTO EXISTING ROOF.
- NEW EXTERIOR CONCRETE PAD @ NEW EXTERIOR DOOR, TYP.
- EXISTING EXTERIOR DOOR TO BE DEMOLISHED, IN-FILL WITH SALVAGED BRICK FROM WINDOW/DOOR DEMOLITION FROM ADJACENT EXTERIOR WALLS TO MATCH EXISTING WALL CONDITION.
- NOTE: "PLAYGROUND EQUIPMENT" INDICATED ON SITE SURVEY HAS SINCE BEEN REMOVED FROM PROPERTY.
- DEMO EXISTING BRICK WALL ELEMENT
- NEW METAL FENCE W/ SCREENING & GATE
- PROPOSED OUTDOOR PLAY AREA
- BICYCLE RACK ACCOMMODATING 4 BICYCLES

SITE ZONING DATA

SITE AREA: 7.54 ACRES OR 328,295 SQUARE FEET
ZONING: RE-2

REQUIRED SETBACKS (RE-2):

FRONT
REQUIRED: 60'
PROVIDED: 193.4'

REAR
REQUIRED: 50'
PROVIDED: 231.5'

SIDE (COMMON LOT LINE)
REQUIRED: 25'
PROVIDED: 126.4' (NORTH) 238.3' (SOUTH)

REQUIRED SETBACKS (§ 7.4.1.H):

BUILDING: 100' FROM PROTECTED NEIGHBORHOOD BUILDING SETBACK PROVIDED: 126.4' (NORTH) 238.3' (SOUTH)
RECREATION AREA: 100' FROM PROTECTED NEIGHBORHOOD RECREATION AREA SETBACK PROVIDED: 100'

LOT COVERAGE:
MAXIMUM LOT COVERAGE (IMPERVIOUS): 40%
SET BY THE CUP PER SANDY SPRINGS CODE DIV. 2.2.1 AND 7.4.1.H.3.C
EXISTING: ±1,673,394 SQUARE FEET; ±1,26.6%
PROPOSED: ±1,87,517 SQUARE FEET; ±1,26.7%
(NOMINAL INCREASE FOR NEW ±123 SQUARE FOOT SIDEWALK TO NEW ENTRY FOR EXISTING BUILDING)
EXISTING LANDSCAPING AREA: ±87,373 SQUARE FEET

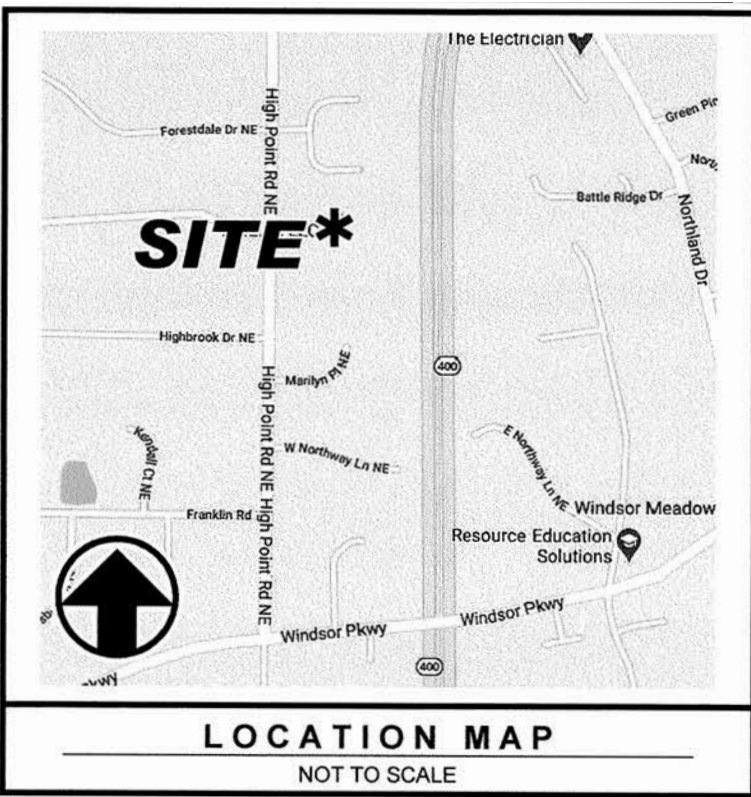
BUILDING SIZE:
MAXIMUM BUILDING HEIGHT: 40' OR 3 STORIES
EXISTING BUILDING HEIGHT: UNKNOWN (1-STORY) (EXISTING TO REMAIN AS-IS)

MINIMUM LOT AREA (ALL OTHER ALLOWED USES): 10,000 SF
EXISTING LOT AREA (ALL OTHER ALLOWED USES): ±16,500 SF
(EXISTING TO REMAIN AS-IS)

MINIMUM LOT WIDTH (ALL OTHER ALLOWED USES): 100'
EXISTING LOT WIDTH (ALL OTHER ALLOWED USES): ±139.83'
(EXISTING TO REMAIN AS-IS)

FLOOD HAZARD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AND IS DEPICTED AS ZONE X AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP OF FULTON COUNTY, GEORGIA AND INCORPORATED AREAS MAP NUMBER(S) 1312100163F, EFFECTIVE DATE SEPTEMBER 18, 2013.

SPEED LIMIT NOTE:
SPEED LIMIT FOR HIGH POINT ROAD IS 35 MPH



3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001



ST. MARTIN'S EPISCOPAL SCHOOL
HIGHPOINT EARLY LEARNING CENTER
4945 HIGHPOINT ROAD NE
ATLANTA, GA 30342
PROJECT NUMBER
20020.00

THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED WITHOUT THEIR WRITTEN AUTHORIZATION AND PERMISSION.
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NOT RELEASED FOR CONSTRUCTION

CONDITIONAL USE PERMIT 9.15.2020
CONDITIONAL USE PERMIT REVISIONER PER COMMENTS 10.2.2020

NOTE: READ THE SPECIFICATIONS
PROJECT SCOPE AND CONTRACT REQUIREMENTS. INDIVIDUAL SHEETS DERIVED FROM THE SET MAY NOT ADEQUATELY REFLECT ALL INFORMATION NEEDED TO SUITABLY COVER CERTAIN ITEMS. DO NOT SEPARATE THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

SHEET TITLE
SITE PLAN

A-101

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):

WATER:

Anticipated water demand: 100 gallons per day (gpd) / 1,000 sq. ft. (existing Highpoint Episcopal Community Church buildings that will serve 60 Early childhood students of the Saint Martin's Episcopal School) x 16,500 (current) square feet = **165** gallons per day.

This project is within the City of Atlanta water jurisdiction.

SEWER:

Basin: Nancy Creek

Treatment Plant: R.M. Clayton (City of Atlanta)

Anticipated sewer demand: **149** gallons per day

There is a sewer manhole adjacent to the southern property boundary of the 7.679 acre tract (4945 High Point Road) within the property boundary of 240 Marilyn Place (Sewer manhole # SMNC1034199) along an 8 inch sanitary sewer line located in in Land Lot **40**, District **17** that can service the Saint Martin's Episcopal School complex.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.



0 0.025 0.05 0.075 mi

4945 HIGH POINT RD.

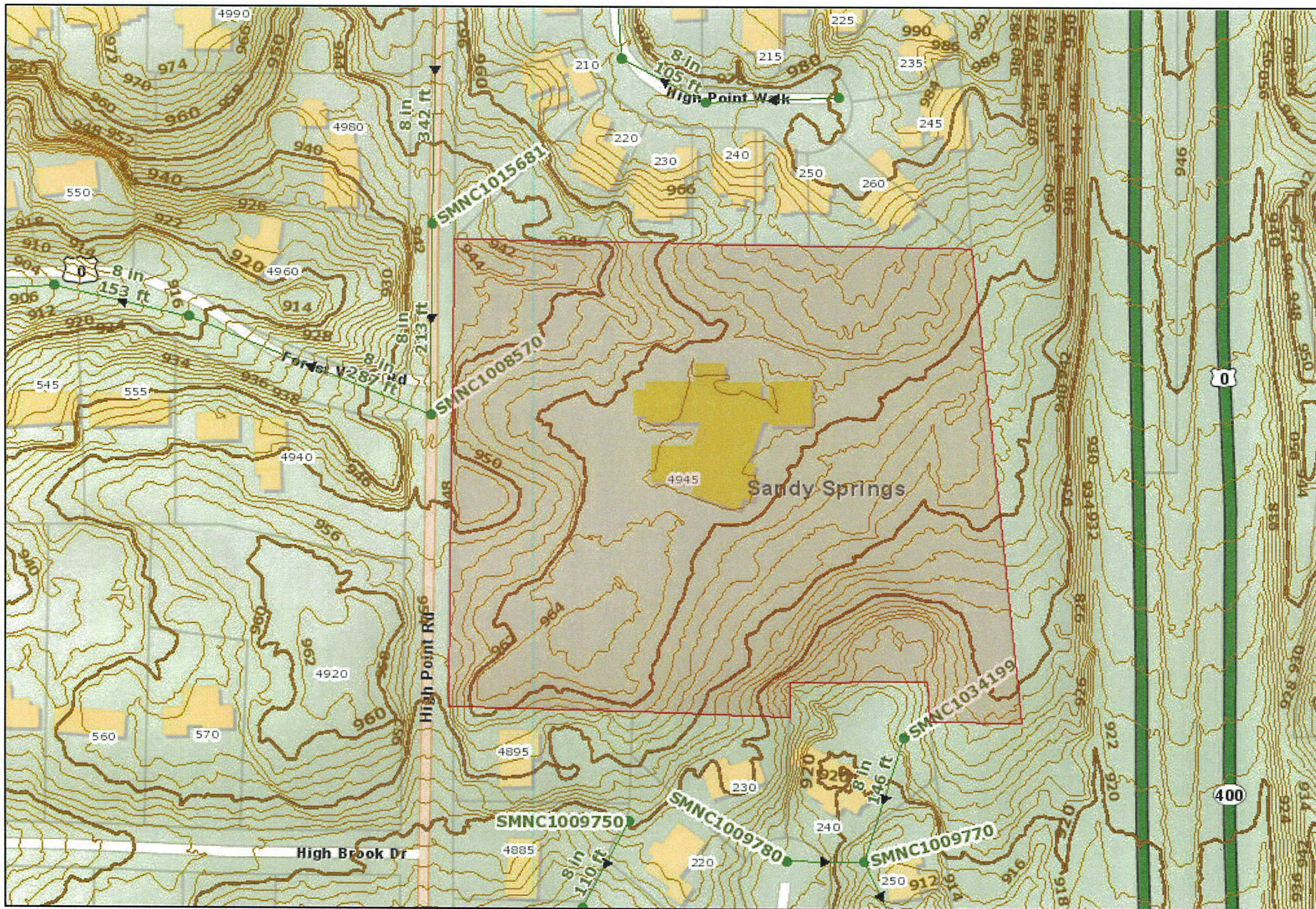
Date: 10/24/2020

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.



Prepared By:
GIS Section
Water Resources Department
Fulton County Government



0 0.025 0.05 0.075 mi

4945 HIGH POINT RD.

Date: 10/24/2020

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.



Prepared By:
GIS Section
Water Resources Department
Fulton County Government

Property Profile for **4945 HIGH POINT RD****Property Tax Information**

Tax Year	2020
Parcel ID	17 0040 LL0726
Property Address	4945 HIGH POINT RD
Owner	CHURCH OF THE ATONEMENT INC THE
Mailing Address	3847 ROSWELL RD NE # 21 ATLANTA GA 30342-4415
Total Appraisal	\$848,200
Improvement Appraisal	\$373,100
Land Appraisal	\$475,100
Assessment	not available
Tax District	59
Land Area	7.679 ac
Property Class	Exempt - Churches
Land Use Class	Churches, Synagogue, Mosque
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

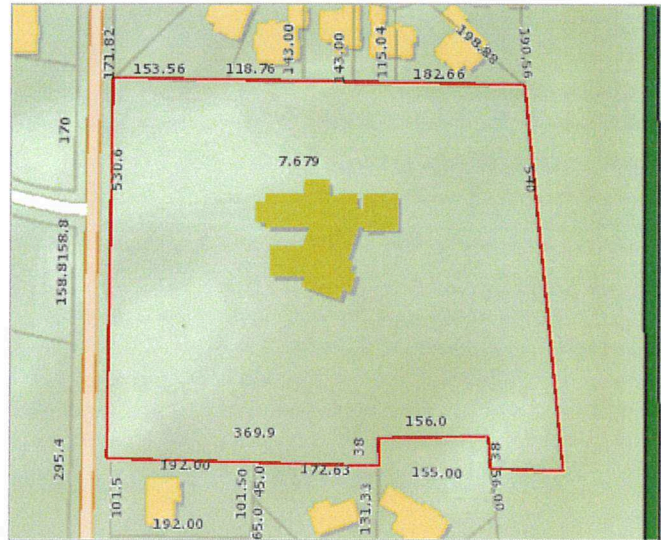
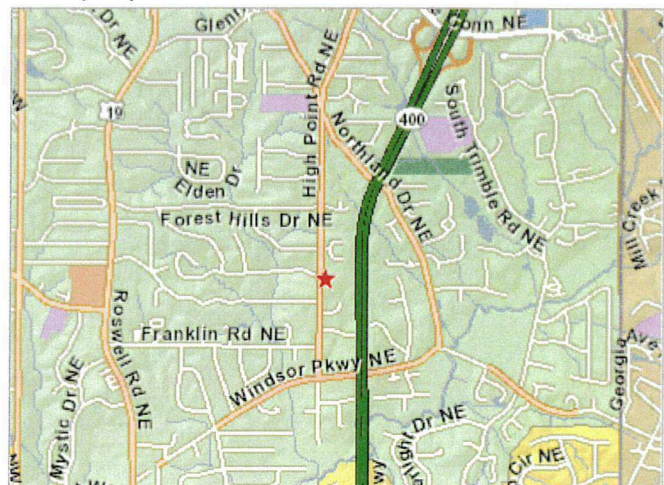
Municipality	Sandy Springs
Commission District	3
Commission Person	Lee Morris
Council District	District 5
Council Person	Tibby DeJulio
Voting Precinct	SS12
Poll Location	Ridgeview Middle School, 5340 South Trimble Rd
Congressional District	006
State Senate District	006
State House District	080

School Zones

Elementary School	High Point
Middle School	Ridgeview
High School	Riverwood

Other Information

Zip Code	30342
Census Tract	101.14
In Less Developed Census Tract	No

Aerial View**Property Map****Vicinity Map**

The Intermediate Regional Flood (I.R.F.) areas shown herein were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of Sandy Springs does not, by approving this plat, warrant their accuracy, nor imply that land outside the areas of flood damage or potential flood damage is free of flood damage. Further, the City of Sandy Springs does not by approving this plat nor accepting the public Improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner/s of the land upon which they are located. In the event of a flood, the owner of a flood hazard area, is required to submit a site plan to the City of Sandy Springs, prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the location and elevation of the flood hazard area. The site plan by the City of Sandy Springs is required prior to the issuance of a building permit.

The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of Sandy Springs from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features. A drainage easement is hereby established for the purpose of providing for the necessary protection from the flow of surface waters along all watercourses as established by these Regulations and the Director of the Department of Public Works. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other obstructions from the easement area. In the event of an emergency condition, which in the judgment of staff and Director, is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of Sandy Springs nor derogation of the City of Sandy Springs' right to the water easement for expenses from the owner(s) of the property(ies) or the taxes that generated the conditions.

1. Windsor Heights Subdivision Plat recorded in Plat Book 126, Page 93.
2. A Grading and Drainage Plan done for The Church of the Atonement, by Kemp Mooney & Associates Architects, dated 5-20-91.

Bearings shown are the result of angles turned based on a single magnetic observation.

Be aware that for dwellings more than five hundred (500) feet off the road, flag lots or lots with unusual configurations, the Fire Department may not be able to provide fire protection unless the following items are fulfilled.

- a. A fire hydrant or water source approved by the fire department must be available within 500 feet of the dwelling's most remote point.
- b. An all-weather driveway of at least 14 feet width and having a vertical clearance of 13 feet 6 inches must be provided.
- c. An approved turnaround at the dead end of any road or drive over 150 feet long must be provided.
- d. Fire department approval is required for any access so constructed.

LEGEND

○ (PF	IRON PIN FOUND
○ (PS	IRON PIN SET
■ CB	GRATE CATCH BASIN
■ JB	GRATE JUNCTION BOX
R/W	RIGHT-OF-WAY
B/C	BACK OF CURB
DL	BUILDING LINE
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
N/F	NOW OR FORMERLY
—TPF—	TREE PROTECTION FENCE
—X—	SILT FENCE

THIS SITE IS NOT LOCATED WITHIN A ZONE (A, AE, SHADED ZONE X)
AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 1312IC 0163E FOR
UNINCORPORATED FULTON COUNTY, GEORGIA. (USED JUNE 22, 1998 NAF).

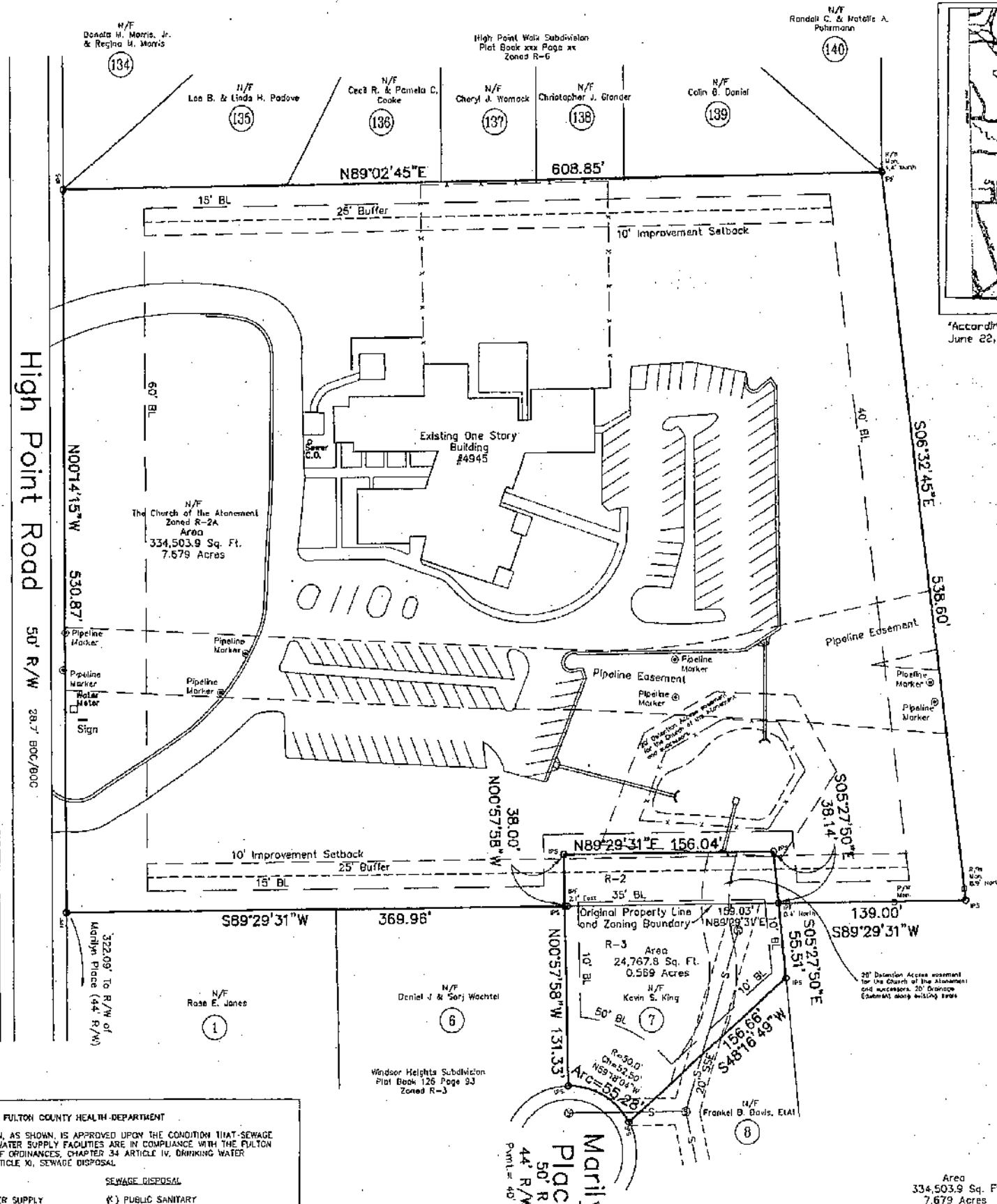
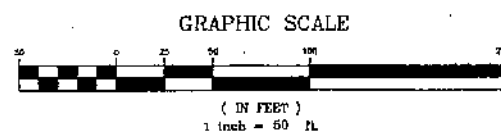
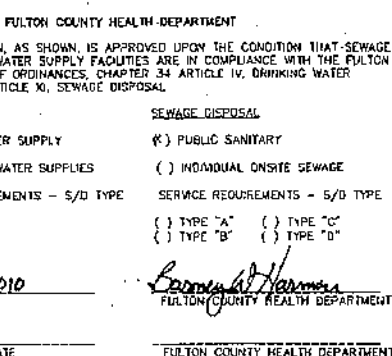
EQUIPMENT UTILIZED: ANGULAR: SokkiaSet60R LINEAR: SokkiaSet60R
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE
PRECISION OF ONE FOOT IN 17,547 FEET AND AN
ANGULAR ERROR OF 2 " PER ANGLE POINT AND WAS ADJUSTED
USING COMPASS METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 169,990 FEET.

UNLESS OTHERWISE SHOWN THERE ARE NO NATIONAL GEODETIC SURVEY MONUMENTS WITHIN 500' OF THIS PROPERTY.

ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.

LARRY D. NEESE, GEORGIA REGISTERED LAND SURVEYOR NO. 2235



*According to the FIRM of Fulton County, panel number 13121C 0163E, dated June 22, 1998, this property (is not) located in a Special Flood Hazard Area.

The Director of the Community Development Department of The City of Sandy Springs, Georgia, certifies that this plot complies with the City of Sandy Springs Zoning Ordinance, Conditions of Zoning, and the City of Sandy Springs Subdivision Regulations as amended.

Director, James M. L. B. 12-17-2010
Community Development Department Date

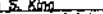
This plat is approved with the understanding that easement is granted the City of Sandy Springs along all road frontage for the purpose of sloping cuts and fills as follows:

0' to 5' - not less than 3 to 1 slope
5' to 10' - not less than 2 to 1 slope

STATE OF GEORGIA
(CITY OF SANDY SPRINGS)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicating to Fulton County, the complete ownership and use of all water and sewer improvements constructed or to be constructed in accordance with this plat, and dedicating to the use of the public forever the following:

Public Streets	0.0	acres
Public Sewer Easements	0.0	acres
Public Drainage Easements	0.0	acres
Public Parks/Open Space	0.0	acres
Public Access/Pedestrian Easements	0.0	acres

Kevin S. King Typed Name of Subdivider  Signature of Subdivider 12-5-2010 Date	Claude A. King Typed Name of Owner of Record, Lot 7  Signature of Owner of Record, Lot 7 12-6-2010 Date
--	---

Church of the Atonement
Typed Name of Owner of Record,
4945 High Point Road, NE
Caroline H. Leland
Signature of Owner of Record,
4945 High Point Road, NE
10-6-2010
Date

"It is hereby certified that this Minor Subdivision Plot is true and correct and was prepared from an actual survey of the property, made by me or under my supervision; that all monuments shown hereon actually exist, or are marked as 'future'; and their location, size, type and material is correctly shown."


 Larry D. Nossie
 Registered Georgia Land Surveyor Number 2235

Dec. 17, 2010.
 Date

Certification as to Recording
This is to certify that this plot has been
recorded in Plot Book _____
Page _____ of Fulton County
Recorded on _____ 20_____
Clerk, Superior Court
Fulton County, Georgia

This plat supersedes a portion of Plat Bk 126 Pg 93 (Windsor Heights Subdivision Plat). The purpose of the change is to revise the property lines between Windsor Heights Lot 7 & 4945 High Point Road.

Total Area:
359,271.7 SQ.FT.
8.248 ACRES



WEST GEORGIA SURVEYORS, INC.
ENGINEERS PLANNERS SURVEYORS
731 Sandtown Road
Marietta, Georgia 30008
(770) 428-2122
FAX: (770) 422-9178

CONTACT: LARRY NEESE 770-428-2122
GEORGIA REGISTERED LAND SURVEYOR NO. 2239.

CURSED IS HE WHO MOVES HIS NEIGHBOR'S BOUNDARY
MARK, AND ALL THE PEOPLE SHALL SAY, "ALLEN": Gen. 22:1

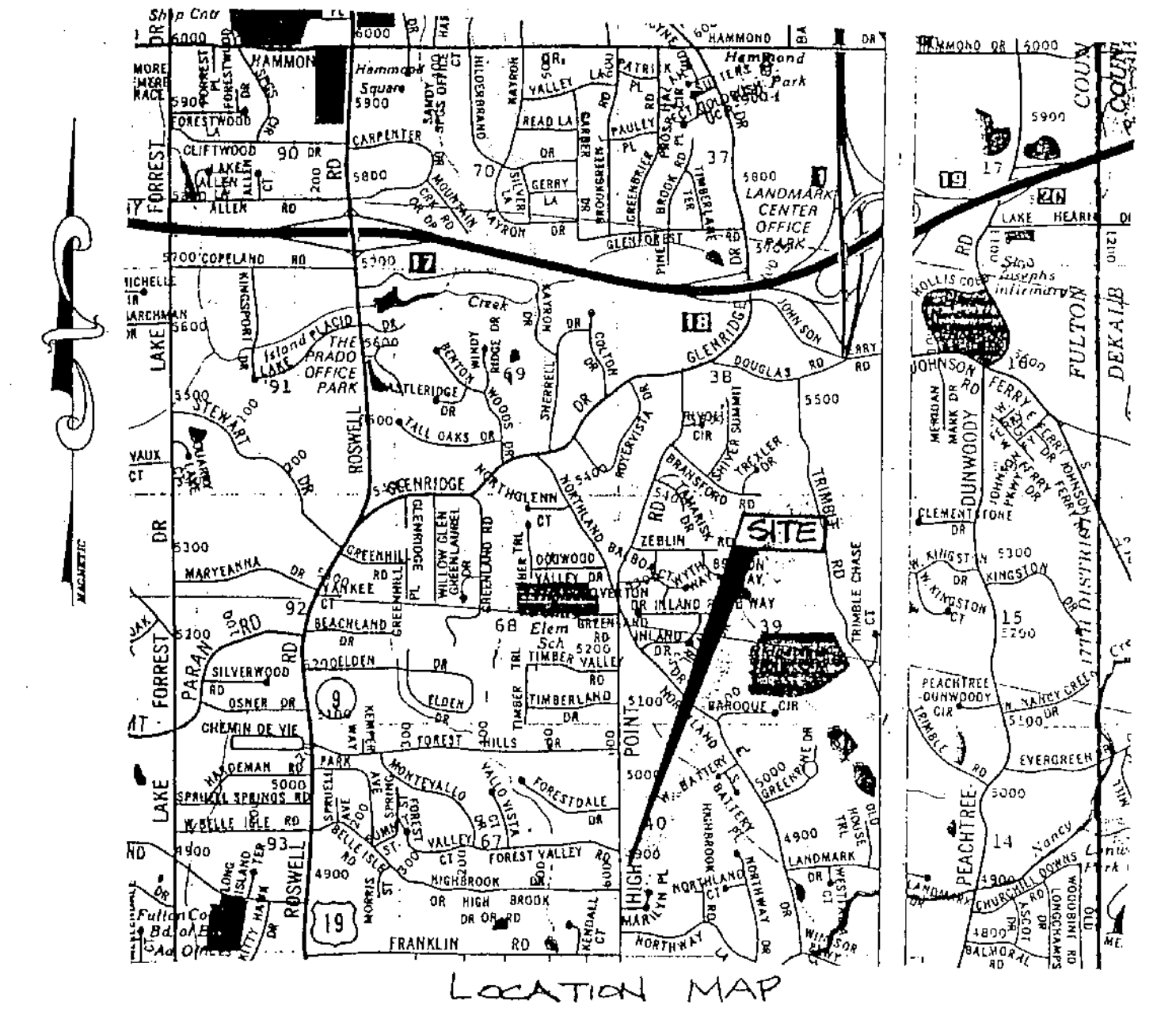
Revisions to 4945 High Point Road, NE &
Lot 7 Block 4 Windsor Heights Subdivision

LOT - 7, Block A, Windsor Heights Subdivision		REVISIONS
LAND LOT - 40 ZONED-Lot 7: R-3		
DISTRICT - 17th ZONED-4945 High Point: R-2A		
PLAT BOOK - 126	PAGE - 93	CC: L73
CITY - SANDY SPRINGS		Dwn: MAS
COUNTY - FULTON		Chkd: LDN
STATE - GEORGIA		Job: 090102
DATE - Dec 11 2008	SCALE - 1"=50'	Est: 05-2708

N/F LUCY V. KEY

N89° 0'E 608.5'

25' BUFFER



LOCATION MAP

RECEIVED
JUN 02 1992
FULTON COUNTY

NOTES

- CONTACT THE DEPARTMENT OF PUBLIC WORKS AT 730-7400 OR 730-7545 TO ARRANGE A PRECONSTRUCTION CONFERENCE WITH THE COUNTY ARBORIST PRIOR TO ANY LAND DISTURBANCE.
- ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING.
- UNDISTURBED BUFFERS SHALL BE REPLANTED TO BUFFER STANDARDS WHERE SPARSELY VEGETATED OR WHERE DISTURBED AT APPROVED UTILITY CROSSINGS. REPLANTING IS SUBJECT TO COUNTY ARBORIST APPROVAL.

LEGEND

- DRAINAGE FLOW
- HW : HEADWALL, SEE DWG C-6 (2E)
- CB : CATCH BASIN, SEE DWG. C-6 (2E)
- W
- W
- G

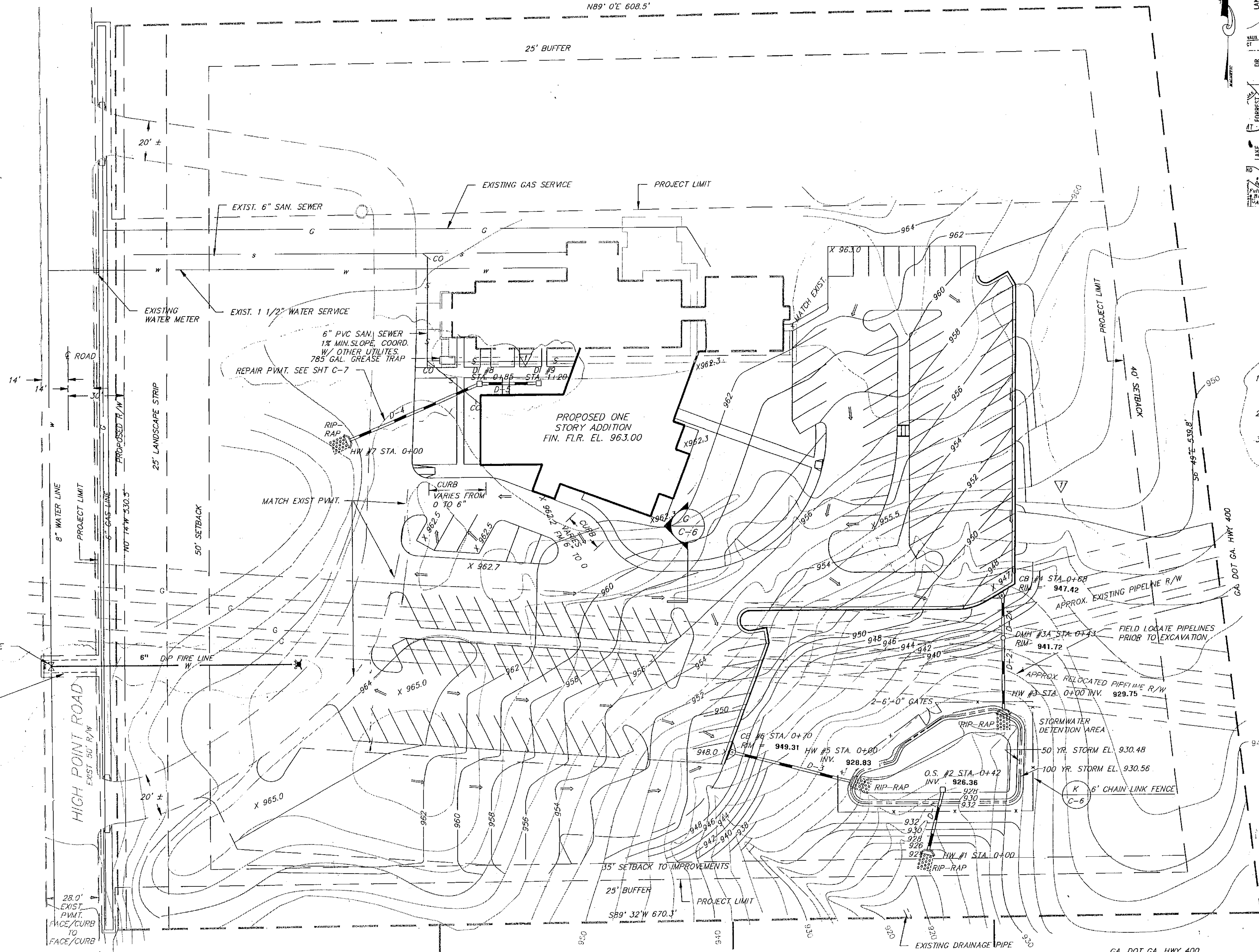
Revised June 2, 1992

AS BUILT

REVISE GRADING & DRAINAGE; RELOCATE FIRE LINE & FIRE HYDRANT; ADD NOTES; ADD GREASE TRAP & SAN. SEWER LAT.

GRADING & DRAINAGE PLAN

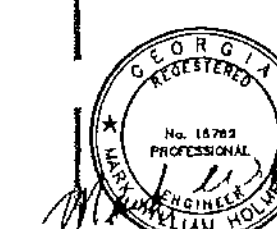
SCALE: 1" = 30'	APPROVED BY:	DRAWN BY: O.G.
DATE: 05/20/91		REVIEWED: 09/12/91
RENOVATIONS & ADDITIONS TO THE CHURCH OF THE ATONEMENT 4945 HIGH POINT ROAD ATLANTA, GEORGIA 30342		
KEMP MOONEY & ASSOCIATES ARCHITECTS 467 PEACHTREE ST. N.E., ATLANTA 876-0742		
		DRAWING NUMBER C-3



N/F ROBERT SCARMAZZO

N/F TRAVIS REED

N/F EDWARD BYRD



HEC
HOLMBERG ENGINEERING CONSULTANTS, P.C.
142 SOUTH PARK SQUARE, SUITE G
MARIETTA, GEORGIA 30060
426-7741



91212 AB

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Thursday, November 5, 2020 9:32 AM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 11/05/2020 9:32 am
Response #: 719
Submitter ID: 32443
IP address: 24.98.34.156
Time to complete: 4 min. , 13 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

Gennye

2. Last Name

Krasner

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Atlanta

6. State

Georgia

7. ZIP Code

30342

Petition Information

8. Case Number

U20-0002

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

If the said 60 students was to increase and therefore increase the number of cars entering and leaving for carpool, will another petition need to be filed?

I would like to see two obligations of the school:

- 1) that no carpool line up ever be allowed on Forest Valley Road
- 2) if cars start to need to line up outside the actual parking lot or entrances on High Point Road, that a policeman be required to navigate traffic. There is a blind spot just south of the church that could really cause issues on the streets. We already see considerable issues with the carpool line up for High Point Elementary when they are in session at that dangerous intersection and there is not always a police officer present.

Thanks,

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Monday, November 9, 2020 9:53 AM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 11/09/2020 9:52 am
Response #: 720
Submitter ID: 32444
IP address: 2600:1700:1dd1:17f0:bc38:5bd7:edfc:e218
Time to complete: 2 min. , 20 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

James Duffy

2. Last Name

Hickey

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Atlanta

6. State

Georgia

7. ZIP Code

30342

Petition Information

8. Case Number

U20-0002

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

I am writing on behalf of the High Point Civic Association, as its current president, Regarding the Conditional Use Permit filed by St. Martin's Episcopal School for the property at 4945 High Point Rd. (U20-0002)

The High Point Civic Association (HPCA)

v Has a long and favorable history with the past owners of the property at 4945 High Point Rd. It has been our primary meeting space for more than 15 years – board meetings, annual membership meetings, association-hosted community meetings and our annual Fall Festival. The church has been excellent host to us

v Appreciates the open communication from Dr. Luis Ottley and Den Webb on the project under consideration at the property

v Looks forward to a positive experience with St. Martin's Episcopal School (SMES)

v Supports the proposed use of the property as a day care program, operated by SMES, with the following understanding:

-- the classification of the property shall remain RE-2 with this conditional permit

-- the pre-school operating hours are M thru F from 7:30 AM to 6 PM

-- the maximum number of students in the program will not exceed 60, as described in the June Community Meeting.

-- the age of the students will be from 8 weeks to 5 years old.

-- the program will not expand to an after school program

-- there will be no significant or new structural changes beyond the stamp of the current building, or new outside lighting that will impact neighborhoods adjacent to the property

-- there will be no traffic back up on High Point Rd for drop-off and pick-up of students

-- weekend use is expected to be minimal

-- the property will not be used as athletic fields

-- the community garden will remain in place and open to the community

-- The memorial garden will remain, unless those with remains of family members in the garden request them to be relocated, such relocation to be managed appropriately by the Atlanta Episcopal Diocese.

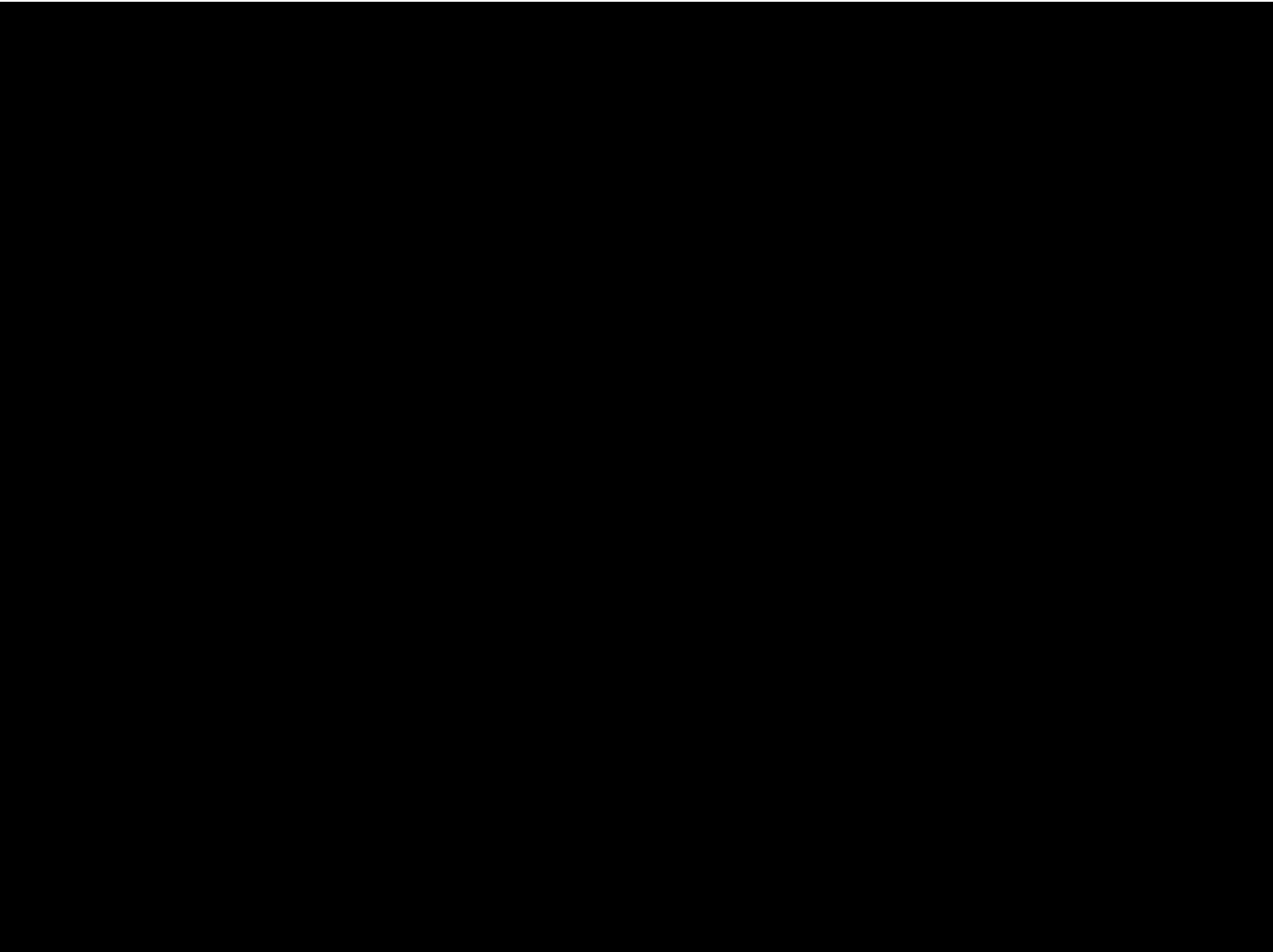
-- SMES is open to the occasional use of the facility by community groups, as determined by SMES

Regarding traffic control, HPCA requests that, if this special use permit is approved, the city of Sandy Springs relocates the reduced speed sign for school hours that is on the east side of High Point Rd (facing northbound traffic) to a point just south of High Brook RD, so that the property in question is included in that slower speed zone.

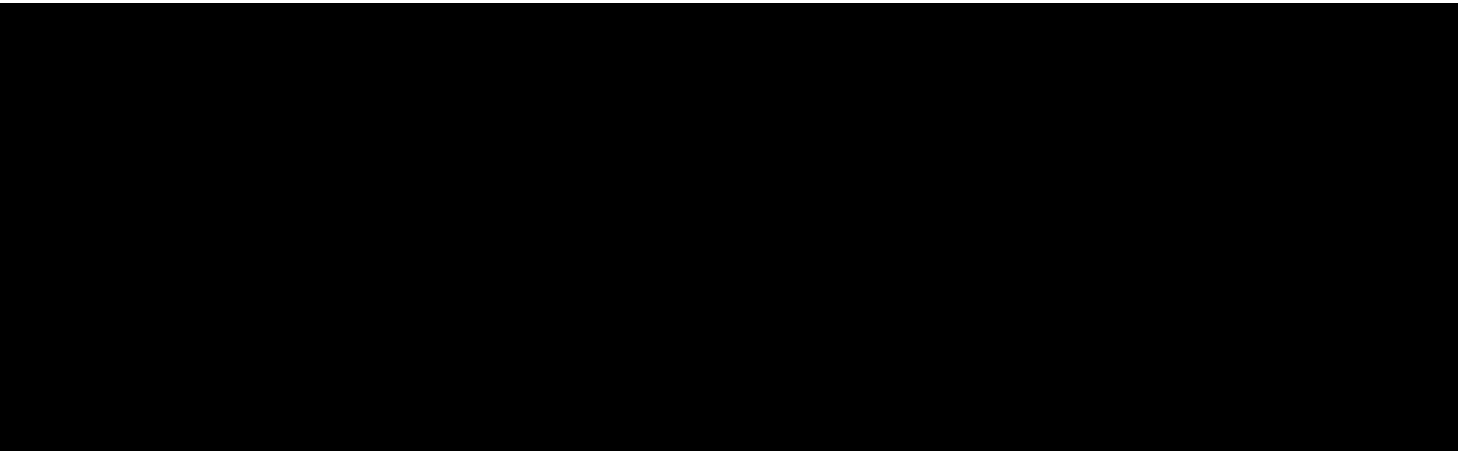
Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra



Name : Ronda, Smith
Address : [REDACTED] Sandy Springs, GA, 30328
Phone : [REDACTED]
Email : president@sandyspringscouncil.org
Name of Group : SSCN



Public
Comment

: Sandy Springs Council of Neighborhoods (SSCN) is encouraged by the new opportunity that High Point Episcopal Church, located at 4945 Highpoint Rd., will have with this new Use Permit and the guidance that Saint Martin's Episcopal school administration will provide for its future and the future of its preschool participants.

While not holding formal services in 2020 the church building and property itself has played host to many groups over the last 15 years not least of all High Point Civic Association (HPCA). The small congregation prior to 2020 and the other users of this property had a minimal impact on the surrounding neighborhoods quality of life and generated minimal traffic with their use.

Understanding how a change in use might impact the community at large SSCN aligns both it's support and concerns with that of High Point Civic and asks that the planning commission will consider and condition this Use Permit application to the following conditions:

- * The use will be limited to only the proposed early childhood education program for participants aged 8 weeks to preschool age of 5 years old.
- * As stated in the applicants most recent October 14th Third Amended Statement of Intent some activities related to the early childhood education use will occur but this described program and no other will operate at 4945 High Point Rd.
- * Operating hours will be M thru F from 7:30 AM to 6 PM
- * As stated in the aforementioned letter of intent the number of participants enrolled in the program will be 60. This participant count, and no more, has been the ongoing basis for support of this application and should be the enrollment cap.
- * There will be no significant or new structural changes beyond the stamp of the current building and all parking lot lighting shall meet the current code requirements to limit any impact to homes and neighborhoods adjacent to the property
- * All stacking of carpool cars will occur within the confines of the property and no traffic will be allowed to back up on High Point Rd for drop-off and pick-up of students.

Thank you for your consideration and enforcement of the above conditions as the formal position of SSCN.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Tuesday, November 10, 2020 11:50 AM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 11/10/2020 11:49 am
Response #: 721
Submitter ID: 32445
IP address: 24.98.7.17
Time to complete: 54 min. , 44 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

BRIAN

2. Last Name

WILSON

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

SANDY SPRINGS

6. State

Georgia

7. ZIP Code

30342

Petition Information

8. Case Number

U20-0002

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

Dear Plan Commission Members,

My wife Heidi and I reside at [REDACTED] We respectfully submit this letter to request that you send the above-mentioned Conditional Use petition to the City Council and Mayor with a POSITIVE recommendation subject to two binding conditions as set forth in the discussion below.

Traffic

Although there is considerable discussion between the petitioner and the City Engineer regarding the need for a traffic study that discussion was entirely focused on the assumption that 60 enrolled children would be served by the facility. In reading all of the submitted materials I note that in the Saint Martin's Episcopal School ("SMES") (4945 High Point Road) Community Meeting II Minutes Petitioner states; "We told the questioner that the school contemplates 60 enrolled children currently but wanted some room for growth. SMES intends to propose a zoning condition that caps total enrolled children at 100." Because the City Engineer's conclusions regarding traffic and the need for a formal traffic study were based upon 60 enrolled children, we request that the Conditional Use be approved subject to a condition that no more than 60 enrolled children be served.

Aside from traffic volume we are very concerned about the southernmost drive serving the Petitioner's property. This drive meets Highpoint Road approximately 200 feet north of Highbrook Drive in a location with particularly bad sight-lines as shown below. Currently cars travelling south on Highpoint Road (frequently at excessively high speeds) cannot see the entrance to our subdivision until they are on top of it. Additional traffic exiting the Petitioner's property, particularly those attempting a left-hand turn would only exacerbate the problem at our subdivision entrance. This issue alone may merit study by a professional traffic engineer.

Use of Existing Building/Possible Future Expansion

Petitioner emphasizes that the school use of the facility will be conducted within the remodeled building and that there will be no expansion of the existing structure as a part of the approved Conditional Use. Any addition of square footage, or site configuration changes in the future could have significant impact on the surrounding properties. For this reason, we request that the Conditional Use be approved subject to a condition that the existing building not be expanded and that any future expansions/additional structures would subject petitioner to a separate Conditional Use approval.

In general, we are supportive of the proposed use of the property but have genuine, legitimate concerns about the issues discussed. For these reasons, we the undersigned neighboring property owners respectfully request that the Sandy Springs Plan Commission send the proposed Conditional Use petition to the City Council and Mayor with a POSITIVE recommendation subject to the two binding conditions described.

Respectfully,

Brian Wilson & Heidi Orden, Owners of [REDACTED]

Thank you,
Sandy Springs, GA

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