



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Planning Commission Meeting, February 19, 2020

Case: **RZ19-0006 – 135 & 145 Cliftwood Drive**
Staff Contact: Alexandra Horst (AHorst@SandySpringsga.gov)
Report Date: January 29, 2020

REQUEST

Request for a Zoning Map Amendment (Rezoning) of 135 & 145 Cliftwood Drive from CS-3 (City Springs, 3 stories maximum height) to CS-6 (City Springs, 6 stories maximum height).

APPLICANT

Property Owner: HDK Properties, LLLP (contact: George D. Steinheimer)	Petitioner: NexCity Development LLC (contact: Gary Unell)	Representative: Nathan V. Hendricks III
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SUMMARY

The applicant requests a Zoning Map Amendment (Rezoning) of 135 & 145 Cliftwood Drive from the CS-3 (City Springs, 3 stories maximum height) to the CS-6 (City Springs, 6 stories maximum height) zoning classification.

RECOMMENDATION

Department of Community Development

Staff recommends **Approval** of **Zoning Map Amendment (Rezoning)** RZ19-0006.

MATERIALS SUBMITTED AND REVIEWED

Materials:

1. Application, received November 26, November 27, December 2, and December 3, 2019

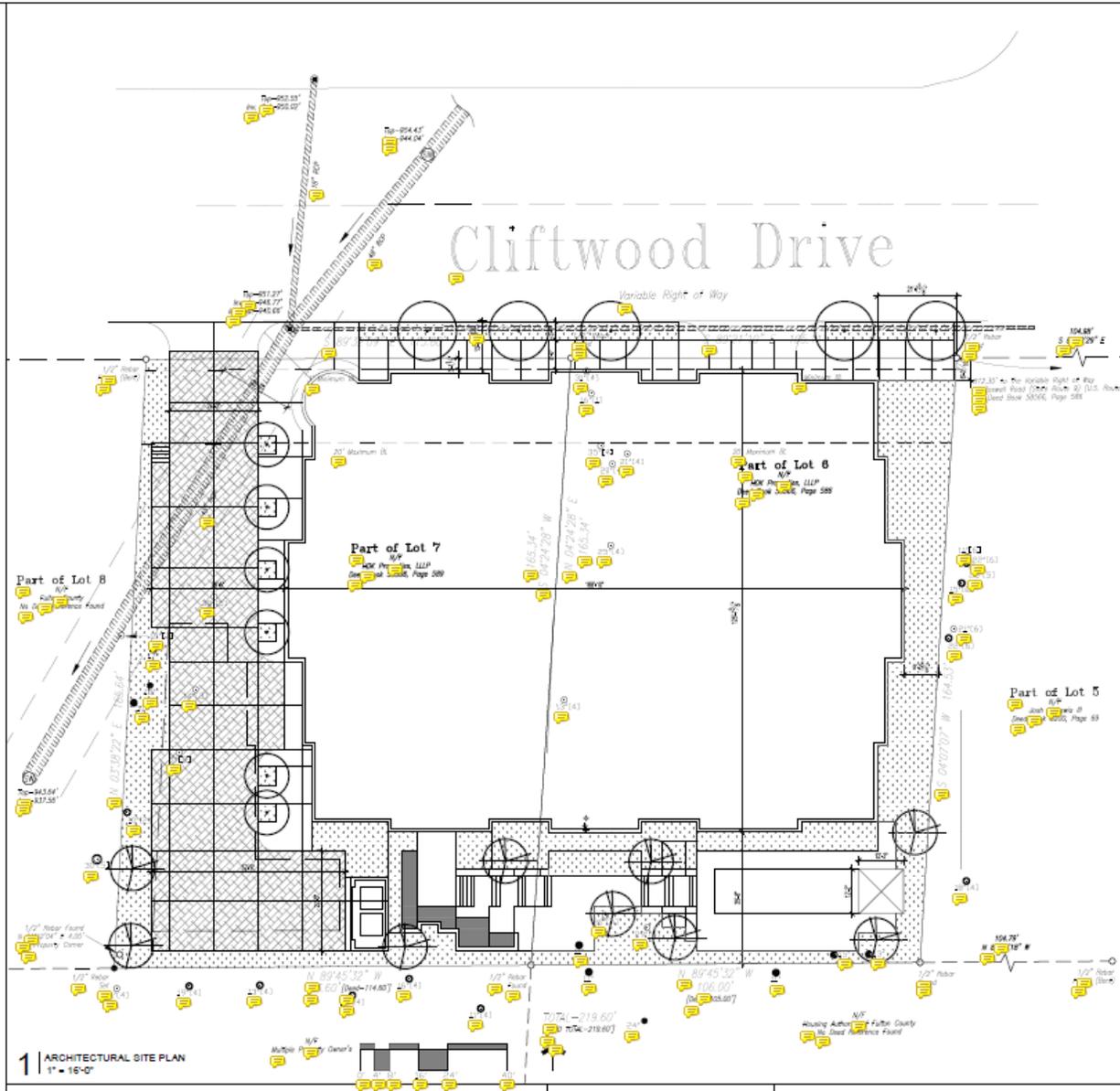
Plans:

1. “TBD,” prepared by Georgia Land Surveying Co., signed and sealed by John L. Lewis, IV, R.L.S., dated September 9, 2019, received December 5, 2019
2. “Architectural Site Plan: Cliftwood Flats,” prepared by Archetype Design, dated November 26, 2019, received November 26, 2019
3. “Artistic Rendering: Cliftwood Flats,” prepared by Archetype Design, dated 2019, received November 26, 2019
4. “Cliftwood Flats” plan set, prepared by Archetype Design, dated October 14, 2019, received October 28, 2019

PROPERTY INFORMATION	
Location:	135 Cliftwood Drive (Parcel # 17 009000030309) & 145 Cliftwood Drive (Parcel # 17 009000030325)
Council District:	3 – Chris Burnett
Road frontage:	Approximately 221.6 feet of frontage on Cliftwood Drive
Acreage:	Approximately 0.4356 acre (135 Cliftwood Drive) + 0.3989 acre (145 Cliftwood Drive) = 0.8345 acre
Current Zoning: Existing Land Use:	CS-3 (City Springs, 3 stories maximum height) Commercial land uses in 1950s residential structures
Previous Zoning Cases:	Rezoning 1996Z-0006 (135 Cliftwood Drive) was approved with conditions. Rezoning 1987Z-0028 (145 Cliftwood Drive) was approved with conditions.
Character Area:	City Springs

PROCESS			
Initial Community Meeting (CMI): November 18, 2019	Second Community Meeting (CMII): January 6, 2020	Planning Commission Hearing: February 19, 2020	Mayor and City Council Hearing: March 17, 2020

PROPOSED DEVELOPMENT SITE PLAN (received November 26, 2019)
 (full size Proposed Development Site Plan in Package)



PROPOSED DEVELOPMENT

The applicant requests a Zoning Map Amendment (Rezoning) of 135 & 145 Cliftwood Drive from the CS-3 (City Springs, 3 stories maximum height) to the CS-6 (City Springs, 6 stories maximum height) zoning classification.

The petitioner's proposed development is a six (6)-story building containing approximately 30 for sale, multi-unit residences.

The Zoning Map Amendment (Rezoning) site plan is provided for conceptual and illustrative purposes only. Staff is not recommending this application be conditioned to the site plan. The goal with Rezonings is to consider the appropriateness of the proposed change in regards to the potential allowed uses within the proposed zoning district, rather than the specifics of a future development.

The following images show the existing conditions of 135 & 145 Cliftwood Drive.



View of 135 Cliftwood Drive (145 Cliftwood Drive is to the left, and 125 Cliftwood Drive is to the right), facing south across Cliftwood Drive

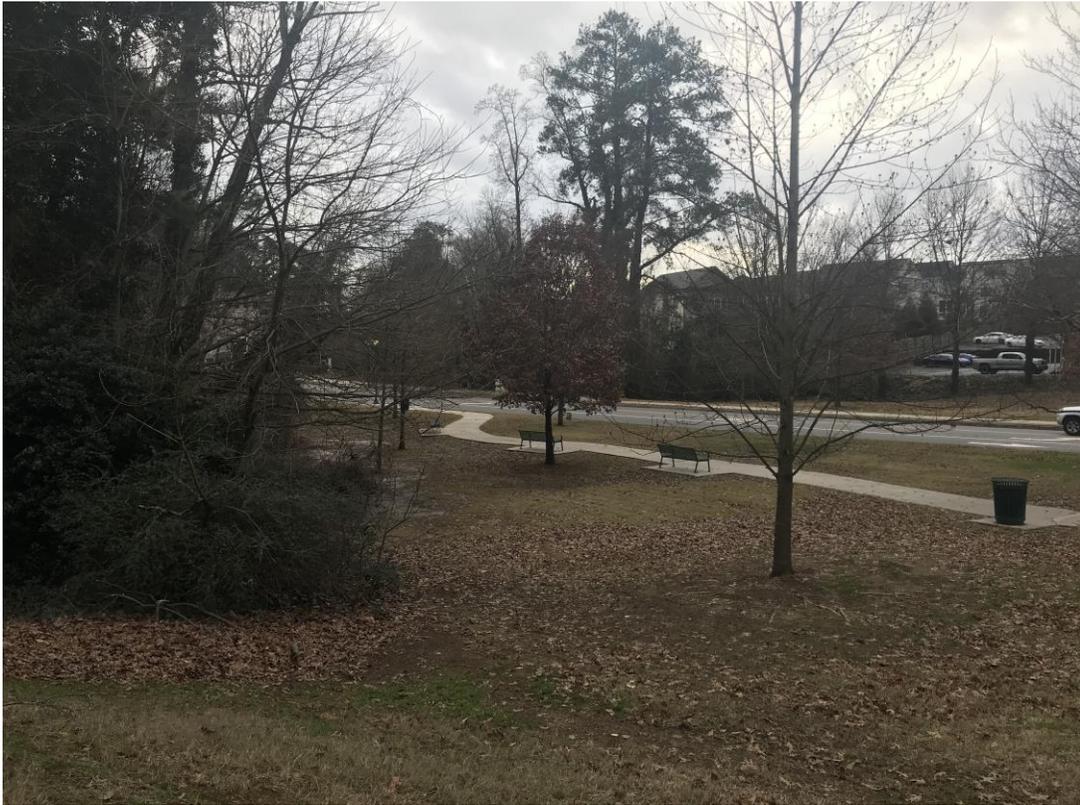


View of 145 Cliftwood Drive (155 Cliftwood Drive is to the left, and 135 Cliftwood Drive is to the right), facing south across Cliftwood Drive



View of rear of 145 Cliftwood Drive

The following images show the existing conditions of adjacent and nearby properties. 125 Cliftwood Drive is adjacent to the west of 135 Cliftwood Drive. 5920 Roswell Road is across the street to the north from 135 & 145 Cliftwood Drive and developed as the Parkside Shopping Center. 165 & 175 Cliftwood Drive are similar to 135 & 145 Cliftwood Drive in that the 1950s residential structures on these parcels are currently used for commercial purposes. Further to the east, 185 Cliftwood Drive was recently redeveloped as The Cliftwood, an apartment complex. 144 Allen Road is adjacent to the rear and south of 145 Cliftwood Drive and contains the Sterling Place apartment complex.



View of 125 Cliftwood Drive and Sandy Springs Circle facing southwest



View of 5920 Roswell Road (Parkside Shopping Center) facing northwest



View of 165 (far right), 175 (middle), & 185 (far left and behind)
Cliftwood Drive facing southeast



View of 185 Cliftwood Drive (The Cliftwood) facing south

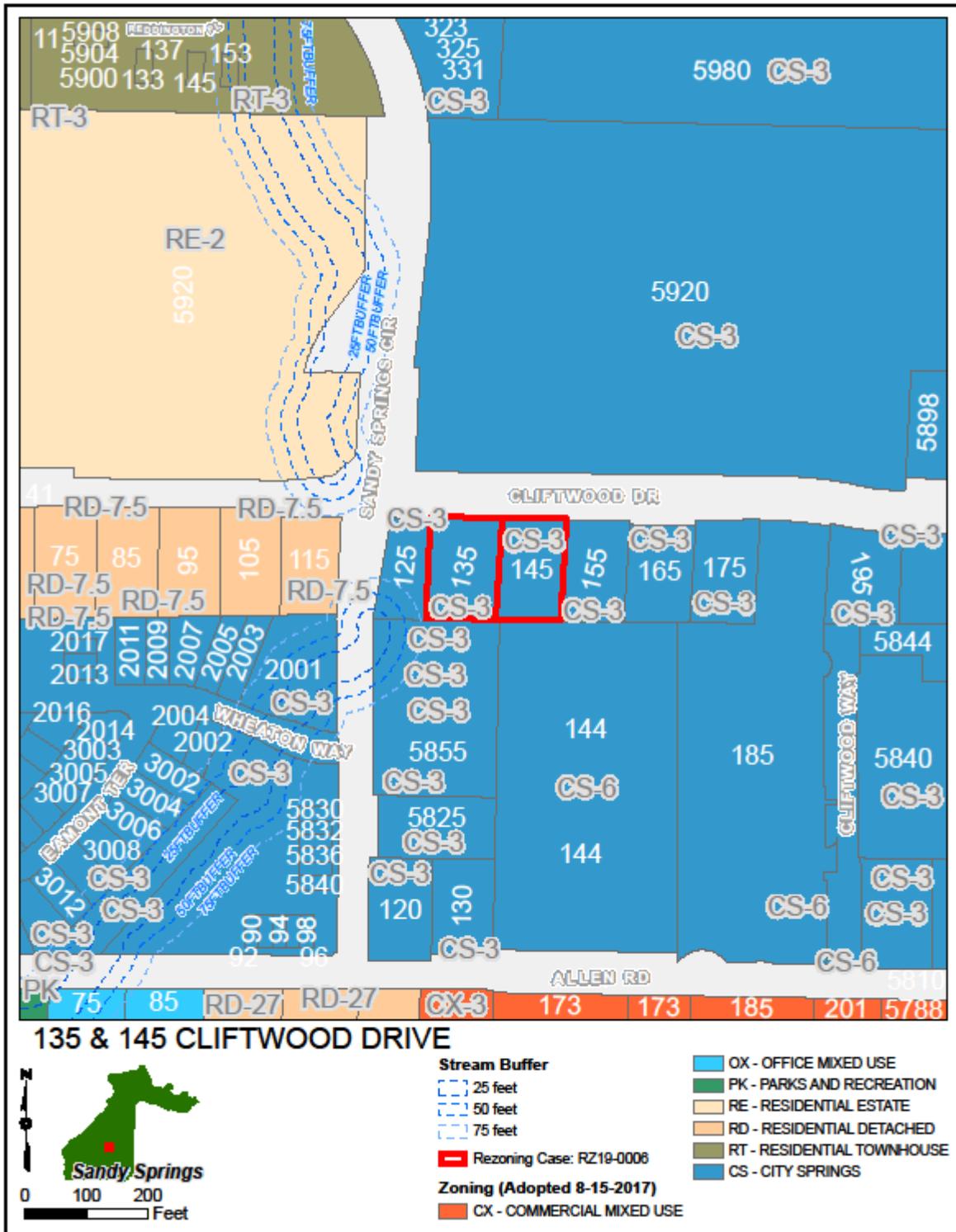


View of 144 Allen Road (Sterling Place) facing northeast

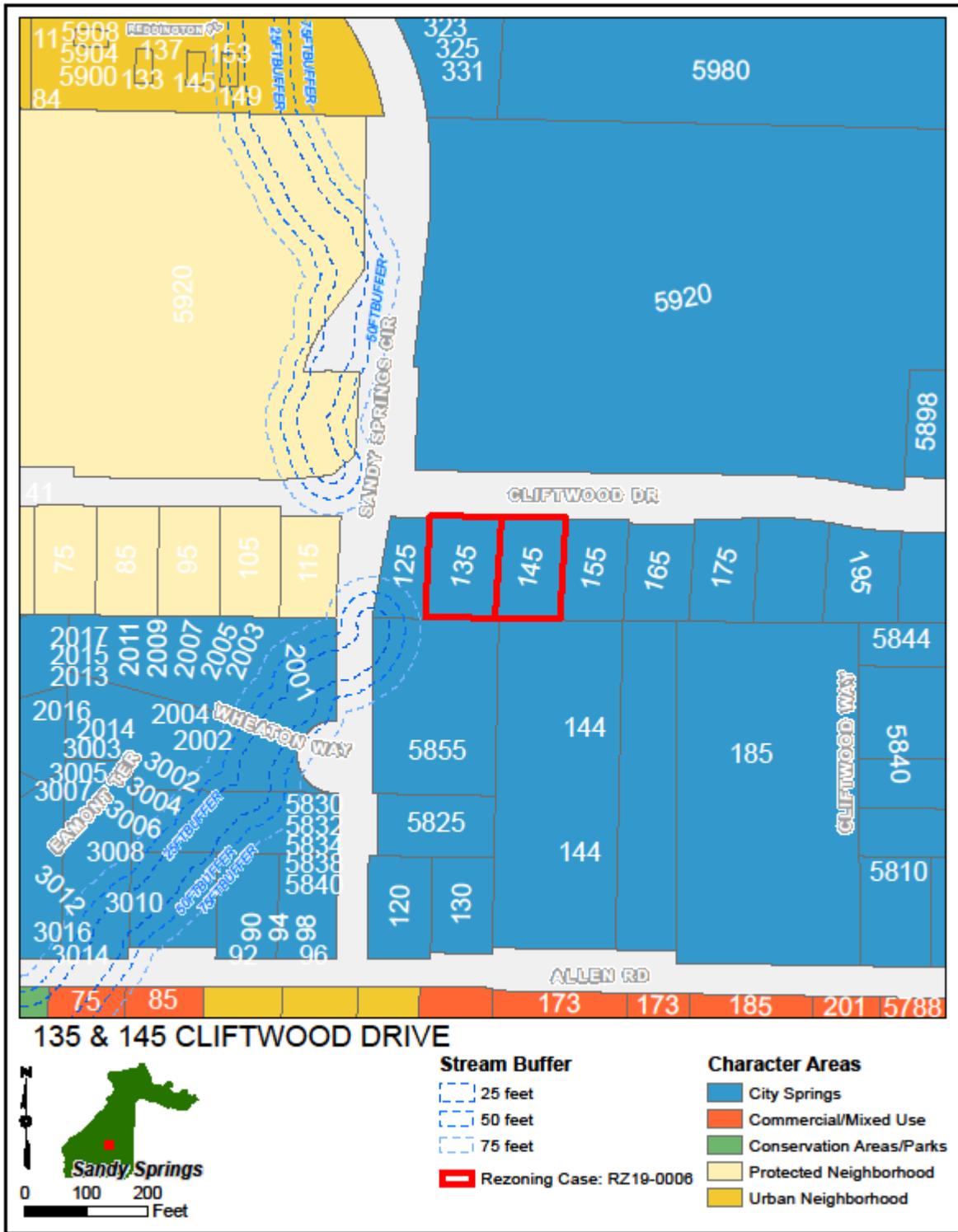
(All photographs by Alexandra Horst, January 15, 2020)

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	CS-3 / Place of assembly and commercial land uses	5920 Roswell Road (Parkside Shopping Center)	12.82
East	CS-3 / Office use in 1950s residential structure	155 Cliftwood Drive	0.40
East	CS-3 / Personal service uses in 1950s residential structure	165 Cliftwood Drive	0.39
East	CS-3 / Animal care use in 1950s residential structure	175 Cliftwood Drive	0.42
East / Southeast	CS-6 / Multi-unit residential	185 Cliftwood Drive (The Cliftwood)	3.67
South / Southeast	CS-6 / Multi-unit residential	144 Allen Road (Sterling Place)	3.75
South / Southwest	CS-3 / Commercial land uses	5855 Sandy Springs Circle	1.34
West	CS-3 / Undeveloped	125 Cliftwood Drive	0.49
PROPOSED DEVELOPMENT			
--	CS-6 / Multi-unit residential	135 & 145 Cliftwood Drive	0.83

ZONING MAP



CHARACTER AREA MAP



ZONING MAP AMENDMENT (REZONING) CONSIDERATIONS

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

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

Finding: The proposed Zoning Map Amendment does not correct an error. However, it does meet the challenge of changing conditions, trends, and facts. As indicated in the Existing Land Uses and Zoning of Property in the Vicinity table and the Zoning Map above, most of the parcels in the vicinity of the subject properties are zoned CS-3 or CS-6. This area, as well as the entire City Springs district, is experiencing considerable redevelopment. Within the immediate vicinity alone, The Cliftwood apartment complex at 185 Cliftwood Drive and The Plaza at City Springs development at 5840 Roswell Road were built in the last several years. Thus, there are changing conditions, trends, and facts in the area, with which the proposed Zoning Map Amendment is consistent.

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

Finding: The proposed Zoning Map Amendment substantially conforms with The Next Ten Comprehensive Plan. For example, The Next Ten prioritizes mixed use redevelopment of underutilized or aging properties in commercial centers and community nodes like City Springs. It also encourages higher densities in key nodes and new housing in mixed use areas. The proposed Zoning Map Amendment to CS-6 would better position the subject parcels in City Springs for dense redevelopment, as it would increase the potential floor area by as much as three (3) stories. The petitioner proposes to develop for sale, multi-unit residences in place of the 1950s residential structures that are currently used for commercial purposes. Another goal of The Next Ten is to increase housing supply and provide a range of housing choices. Thus, the proposed Zoning Map Amendment substantially conforms with The Next Ten.

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

Finding: The proposed Zoning Map Amendment conforms with the stated purpose and intent of the Development Code. The purpose of the Development Code is to guide the City’s future growth in alignment with the vision set forth by The Next Ten, which the proposed Zoning Map Amendment would do. The Development Code was created to help foster more predictable development results and a higher-quality public realm. The Development Code is intended to encourage reinvestment, promote mixed use redevelopment, provide standards for compatible transitions, achieve design excellence, and promote housing options. The proposed Zoning Map Amendment would encourage reinvestment and redevelopment. Thus, the proposed Zoning Map Amendment substantially conforms with the stated purpose and intent of the Development Code.

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

Finding: The proposed Zoning Map Amendment will reinforce the existing and planned character of the area. The area is already experiencing redevelopment, some of which is also six (6) stories. The planned character of City Springs is a unique, vibrant, and walkable district containing a mix of land uses, including a variety of residential uses (single and multi-unit). The proposed Zoning Map Amendment will reinforce the existing redeveloping character and the proposed mixed use character of the area. Thus, the proposed Zoning Map Amendment will reinforce the existing and planned character of the area.

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

Finding: The subject properties are appropriate for allowed uses in CS-. They are also appropriate for the proposed change to a district that allows for a maximum height of six (6) stories, increasing vertical density. As indicated in the Existing Land Uses and Zoning of Property in the Vicinity table and the Zoning Map above, most of the parcels in the vicinity of the subject properties are zoned CS-3 or CS-6.

Thus, the subject properties are appropriate for the development allowed in the proposed district and the use and development of adjacent properties.

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

Finding: There are not substantial reasons why the subject properties must not be used according to the existing zoning. There are no substantial reasons why the properties must remain developed with 1950s residential structures that currently contain commercial land uses. The proposed Zoning Map Amendment to CS-6 would likely increase the potential for redevelopment of the subject properties.

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

Finding: Based on the vision for City Springs outlined in The Next Ten, there is a need for the proposed use at the proposed location. The applicant requests a Zoning Map Amendment (Rezoning) from the CS-3 to the CS-6 zoning classification, which would likely increase housing supply and choices, a stated goal of The Next Ten.

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

Finding: Staff does not anticipate substantial changes in the ability of the City and other service providers to provide sufficient public facilities and services and maintain sufficient levels of service to existing development. However, see Comments from Other Parties below and the Package for more information. The petitioner's proposed development would increase density and traffic volumes and could generate some new students. However, there would likely be little negative impact. The City and other service providers should be able to provide sufficient public facilities and services, while maintaining levels of service to existing development.

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

Finding: Staff does not anticipate that the proposed Zoning Map Amendment would impact the natural environment significantly. However, the petitioner proposes to redevelop the subject properties, which contain trees, and there is some hydrology in the area. Nonetheless, it does not appear that there would be substantial impact to the tree canopy, nor to the air, water, noise, stormwater management, wildlife, and vegetation.

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

Finding: Staff does not anticipate that the proposed Zoning Map Amendment would have a substantial adverse impact on property in the vicinity of the subject properties. As indicated in the Existing Land Uses and Zoning of Property in the Vicinity table and the Zoning Map above, most of the parcels in the vicinity of the subject properties are zoned CS-3 or CS-6. The area in the vicinity of the subject properties is experiencing redevelopment. Thus, the proposed Zoning Map Amendment would not likely have a significant adverse impact on property in the vicinity of the subject properties.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

The site plan submitted with the application was not evaluated but will be reviewed at the LDP phase.

Sandy Springs Transportation Engineer:

The proposed increase in density would generate additional traffic volumes along Cliftwood Road. The most recent traffic count data (2014) shows an average daily traffic volume of 3,484. The proposed increase in traffic volume would likely have little impact on the surrounding roadway infrastructure.

The site plan included with the application has not been evaluated in terms of Code compliance for traffic engineering standards. All details of the proposed development will be reviewed at the LDP phase.

Sandy Springs City Engineer:

The proposed increase in density would not likely generate additional site engineering concerns.

The site plan included with the application has not been evaluated in terms of Code compliance for site engineering standards. All details of the proposed development will be reviewed at the LDP phase.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

Rezoning would not impact canopy or the City's Tree Conservation Code.

Sandy Springs Sustainability Manager:

The proposed increase in density seems appropriate considering the infrastructure available in the area and the desire to improve walkability. The site plan included in this application has not been evaluated in terms of sustainability strategies; all details of the development will be reviewed at the LDP phase.

Sandy Springs Building Official:

Both of the existing residential structures on this block are six (6) or more stories, so this proposal seems to be in keeping with those.

Sandy Springs Fire Marshal:

No issues with the proposed Rezoning. Issues that could appear in the LDP phase include, but are not limited to, proper access for fire apparatus, utility additions for fire protection systems, and additional required fire hydrants.

MARTA:

No comment provided.

Fulton County Schools:

Comments provided. See Package.

Fulton County Board of Health:

Comments provided. See Package.

Fulton County Public Services and Utilities:

No comment provided.

PUBLIC PARTICIPATION

Community Meeting I

There were 12 attendees, including the applicant team, at the Initial Community Meeting on November 18, 2019. Questions and topics discussed included the petitioner's proposed development, processes, the timeframe, trees, stormwater management, and the undeveloped adjacent parcel to the west, 125 Cliftwood Drive.

Community Meeting II

There were 8 attendees, including the applicant team, at the Second Community Meeting on January 6, 2020. Questions and topics discussed included the request, the petitioner's proposed development, processes, the timeframe, trees, and the large size of Cliftwood Drive.

Correspondence Received

Two (2) public comments were submitted in writing. One was submitted by a nearby property owner in opposition to the proposed development. Concerns stated include the potential for an increase in traffic and setting a precedent. The other was submitted by a nearby property owner in support of the proposed development.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval of Zoning Map Amendment (Rezoning)** RZ19-0006, request for a Zoning Map Amendment (Rezoning) of 135 & 145 Cliftwood Drive from CS-3 (City Springs, 3 stories maximum height) to CS-6 (City Springs, 6 stories maximum height).

However, Staff does *not* recommend this application be conditioned to the site plan.

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Community Development



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Case No.: 2019-0006
Planner's initials: AH

APPLICATION

ZONING MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT

Application Checklist:

Page No.	Item	Completed/ Included in Submittal
2	Project Information Sheet	<input checked="" type="checkbox"/>
3-6	Detailed Process and Instructions	N/A
7	Application Form	<input checked="" type="checkbox"/>
8-10	Authorization and Disclosure Forms	<input checked="" type="checkbox"/>
	Additional Requirements:	
11	Letter of Intent	<input checked="" type="checkbox"/>
11	Zoning Impact Analysis	<input checked="" type="checkbox"/> or N/A <input type="checkbox"/>
11-12	Conditional Use Analysis	<input type="checkbox"/> or N/A <input checked="" type="checkbox"/>
12	Traffic Impact Study <u>TRIP GENERATION STUDY</u>	<input checked="" type="checkbox"/> or N/A <input type="checkbox"/>
12	Development of Regional Impact	<input type="checkbox"/> or N/A <input checked="" type="checkbox"/>
12	Chattahoochee River Corridor Certificate	<input type="checkbox"/> or N/A <input checked="" type="checkbox"/>
12-13	Survey, Site Plan, and Legal Description Checklist	<input checked="" type="checkbox"/>
14	Meeting Schedule	N/A
15	Fee Schedule	N/A
16	Sign Specifications	N/A
17	Sign-In Sheet Template	N/A

Provide also:

All documents in electronic form (CD/DVD, thumb drive, or via email) Note: The Legal Description must be in a Word document	<input checked="" type="checkbox"/>
Site Plan: One (1) copy on 11" x 17" and two (2) full-scale copies	<input checked="" type="checkbox"/>
Elevations and/or Sections: One (1) copy on 11" x 17"	<input checked="" type="checkbox"/>
Sign-In Sheet completed at CM1	<input checked="" type="checkbox"/>
Fee Payment	<input checked="" type="checkbox"/>

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

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PROJECT INFORMATION SHEET

Case No.: **R2-0006**
Planner's initials: **AH**

PROPERTY	Address(es): 135-145 Cliftwood Dr Sandy Springs GA 30328	
	Parcel Tax ID(s): 17-00900003039 & 17-009000030325	
	Total acreage: .84	Council District: 3
	Current zoning: CS-3	Current use: Photo Studio &
	Character Area: City Springs	Animal Dentistry

APPLICATION	Purpose of the application: REZONE CS-3 to CS-6 Res Condos	
	Check all that apply:	
	<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Conditional Use Permit
	Detailed request: CS-3 to CS-6 to request to rezone to allow 6 story residential for 6 sale flats. units 2,000 up to 4,000	
	Petitioner: NEX City DEVELOPMENT LLC, GARY UNELL	
	Petitioner's address: 195 CHASELAND Rd Sandy Springs, GA 30328	
Phone:		Email:

OWNER	Property owner: HDK PROPERTIES, LLLP	
	Owner's address: 1688 KINGS DOWN CIRCLE DUNWOODY GA 30338	
	Phone:	Email:
	Signature (authorizing initiation of the process): [Signature]	
<i>If the property is under contract and the owner is unavailable to sign, provide a copy of the contract</i>		

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: 10/28/2019	Anticipated application date: 11/26/2019
CM1 date, time, and location: 11/8/2019 at 6 pm at The Cliftwood, 185 Cliftwood drive	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	

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City of Sandy Springs
Community Development



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Case No.: R209-0006
Planner's initials: AH

APPLICATION FORM

APPLICATION	Purpose of the application: <u>Rezone 135 and 145 Cliftwood Drive from CS-3 to CS-6</u>
	Check all that apply: <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) <input type="checkbox"/> Conditional Use Permit
	Detailed request: <u>Request a rezoning of the above referenced properties from CS-3 to CS-6 for development of one six story building to contain up to 30 individual condominiums/flats ranging from approximately 2,300 square feet to 4,000 square feet with parking on the lowest 2 floors together with a common lobby, amenity and storage areas of approximately 7,000 square feet.</u>

COMMUNITY MEETING REPORT	Date and location of CM1: <u>11/18/19-The Cliftwood, 185 Cliftwood Drive</u>
	Beginning time: <u>6:00 p.m.</u> End time: _____
	Summary of concerns discussed: <u>See Summary attached hereto as Exhibit "A".</u>
	Does the application address the concerns discussed at the CM1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Explain: <u>See Responses on the Summary attached hereto as Exhibit "A".</u>	

- TO BE FILLED OUT BY P&Z STAFF -

Application date: <u>11/26/2019</u>	Planning Commission date: <u>2/19/2020 (TENTATIVE)</u>
CM2 date and time: <u>1/6/2020, 6 pm</u>	Mayor and City Council date: <u>3/17/2020 (TENTATIVE)</u>
OFFICIAL REQUEST (FOR PUBLICATION):	
<u>Request for a Zoning Map Amendment (Rezoning) from CS-3 to CS-6 to develop residential for sale flats.</u>	



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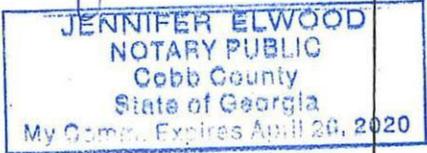
City of Sandy Springs
Community Development

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: HDK Properties, LLLP	Sworn and subscribed before me this 20 th day of November 20 19
Address: 1688 Kings Down Circle	
City, State, Zip Code: Dunwoody, Georgia 30338	Notary public: <i>Michael B. Leff</i>
Email address: [REDACTED]	Seal: 
Phone number: [REDACTED]	
Owner's signature: <i>[Signature]</i> By: <i>Agent for the General Partner</i>	
Commission expires:	

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:	
<input type="checkbox"/> 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 <input checked="" type="checkbox"/> He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or <input type="checkbox"/> He/she has an estate of years which permits the applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: Nexcity Development LLC	Sworn and subscribed before me this 22 th day of November 20 19
Company name: Nexcity Development LLC	
Address: 195 Chaseland Road	Notary public: <i>Jennifer Elwood</i>
City, State, Zip Code: Sandy Springs, Georgia 30328	
Email address: [REDACTED]	Seal: 
Phone number: [REDACTED]	
Applicant's signature: <i>Gary Unell</i> By: <i>Gary Unell</i> Gary Unell Its: Manager	Commission expires: <i>4/20/2020</i>



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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: Nathan V. Hendricks III
Company: SELF
Address: 6085 Lake Forrest Drive Suite 200
City, State, Zip Code: Sandy Springs, Georgia 30328
Email address: nvh@cobbandhyre.com
Phone number: (404) 255-5161
Agent's signature: <i>Nathan V. Hendricks III</i>
Applicant's signature: Nexcity Development LLC By: <i>Gary Unell</i>

Gary Unell
Its: Manager

Sworn and subscribed before me this <i>25th</i> day of <u>November</u> 20 <u>19</u>
Notary public: <i>Karen Hyre</i>
Seal: 
Commission expires:



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City of Sandy Springs
Community Development

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: <u>HDK Properties LLLP</u>

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

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

Name: <u>HDK Properties LLLP</u>
Signature: By: <u>[Signature]</u> Date: <u>November 20, 2019</u>

Name: George D. Steinheimer
Its: Partner

Agent for the General Partner

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



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City of Sandy Springs
Community Development

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Name: <u>Nexcity Development LLC</u>
Signature: By: <u><i>Gary Unell</i></u> Date: <u>November 18</u> , 2019
Gary Unell Its: Manager

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



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City of Sandy Springs
Community Development

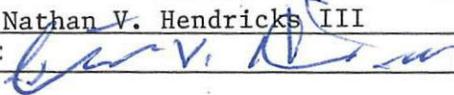
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Name: Nathan V. Hendricks III
Signature:  Date: November 18, 2019

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

Deed Book 58566 Pg 579
Filed and Recorded Mar-16-2018 08:58am
2018-0067519
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

After recording, please return to:
MICHAEL G. LEFF, P.C.
3789 Roswell Road, NE
Atlanta, GA 30342
770-644-0800

AFFIDAVIT of AUTHORITY

COMES NOW, DOROTHY K. STEINHEIMER, sole General Partner of:
CMDK Properties, LLLP;
HDK Properties, LLLP;
HDKS Properties, LLLP
MHD Investments, LLLP;
Steinheimer/Kaufmann, LLLP;

All being Georgia limited liability limited partnerships (the "Partnerships"), who does in her capacity as General Partner confirm under oath the following;

1. In accordance with the Limited Liability Limited Partnership Agreements of the aforescribed Partnerships (the "Agreements"), I act for and on behalf of the Partnerships;
2. Under the powers granted me in the Agreements, I do hereby appoint GEORGE D. STEINHEIMER ("George") as Agent for me as General Partner with regard to any and all matters pertaining to purchase and sale of properties of the Partnership and the conducting of the day to day business of the Partnership, including all matters for which my authority exists;
3. George shall execute such deeds and documents and to do such other acts as are reasonable and necessary to carry out the business of the Partnership.
4. This appointment shall remain in effect until I or my successor shall personally terminate it in writing.

In furtherance of Partnership business, I hereby execute this Resolution this 31st day of December 2017.

CMDK Properties, LLLP;
HDK Properties, LLLP;
HDKS Properties, LLLP
MHD Investments, LLLP;
Steinheimer/Kaufmann, LLLP;

Sandra Neill

Witness

Sworn to and subscribed before me
This 31st day of December 2017

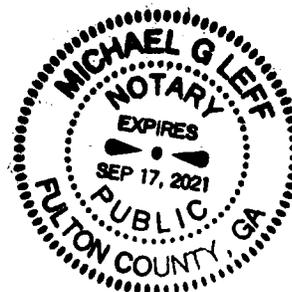
Michael G. Leff

Notary

Commission expires _____

SEAL:

Dorothy K. Steinheimer
Dorothy K. Steinheimer,
General Partner



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**AGREEMENT FOR THE
PURCHASE AND SALE OF REAL PROPERTY**

THIS AGREEMENT, made and entered into this the 5 day of September, 2019, by and between HDK Properties LLLP ("Seller"), and BRU Group LLC., a Georgia corporation ("Purchaser").

WITNESSETH

WHEREAS, Seller is the owner of certain real property located in Fulton County, Georgia, with an address of 135 and 145 Cliftwood Drive , Sandy Springs, Georgia 30328, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herewith (said real property, together with all improvements thereon, all easements, privileges, appurtenances thereunto belonging, all fixtures used in connection therewith or attached thereto, and all plants, trees and shrubberies located thereon, are hereinafter collectively referred to as the "Property"); and

WHEREAS, Seller desires to sell the Property and Purchaser desires to purchase the Property, all upon the terms and conditions as are set forth in this Agreement;

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties to this Agreement, the parties do hereby agree as follows:

1. AGREEMENT TO PURCHASE AND SELL. Purchaser agrees to purchase and Seller agrees to sell the Property for the price and on the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. The purchase price shall be _____
(hereinafter the "Purchase Price").

The Purchase Price, less the amount of the "Earnest Money" (as herein defined) paid by Purchaser, and subject to appropriate proration and adjustments as provided in this Agreement, shall be paid at the time and place of closing of this transaction by Purchaser to seller in cash or other funds immediately available at the time and place of closing.

3. EARNEST MONEY. Within three (3) business days after the Effective Date: (as hereafter defined), Purchaser shall deliver to Michael G. Leff, P.C. ("Escrow Agent") an initial deposit in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Earnest Money"). Once Rezoning is approved, then within three (3) business days, Purchaser will deliver to Escrow Agent an additional FIFTY THOUSAND DOLLARS (\$50,000.00) as additional Earnest Money. At that point, all Earnest Money becomes non-refundable, as liquidate damages and not as a penalty. However, all Earnest Money shall be applied to the Purchase Price at Closing.

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The parties agree that the Earnest Money when deposited with Escrow Agent shall be held and disbursed as follows: (a) Escrow Agent shall deposit the Earnest Money in its Georgia Bar required IOLTA Trust Account, in which all interest earned is automatically transferred to the Georgia Bar Association and will not be credited to Purchaser, Seller or Escrow Agent; and (b) except as otherwise provided elsewhere in this Agreement, the Earnest Money 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.

In the event the purchase and sale contemplated hereunder is not consummated because of Seller's default, then the Earnest Money shall be returned to the Purchaser plus \$50,000.00 as liquidated damages and not as penalty or at Purchaser's Option, Purchaser may pursue specific damages at Seller's default. Purchaser waives and disclaims all other remedies at law or equity, including specific performance.

In the event the purchase and sale contemplated hereunder does not close due to Purchaser's inability, failure or refusal to perform Purchaser's obligations hereunder, including Purchaser's responsibility to actively pursue the requested rezoning of the Property, and for reasons other than the denial of the requested rezoning, the parties do hereby declare and determine that Seller's damages would be difficult if not impossible to determine, and the Earnest Money and all interest earned thereon (if any) shall be delivered to Seller as Seller's full liquidated damages, and thereafter, no party shall have any further rights, claims, obligations or liabilities hereunder.

4. CLOSING.

- a. Closing Date. The closing of this transaction (the "Closing") shall be held on a date and at a time mutually agreed to by Purchaser and Seller (the "Closing Date"), however in no event later than November 30, 2020, at a place reasonably designated by Purchaser in or about the metropolitan Atlanta, Georgia area.
- b. Closing Costs. At Closing, Seller shall pay the State of Georgia Real Estate Transfer Tax and all recording fees necessary to clear title. Purchaser shall pay all recording fees on the deed transferring title and all other Closing Costs as charged by either Purchaser's lender or the Closing attorney. Each party shall be responsible for, each party's own attorney's fees.
- c. Prorations. Any ad valorem property taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. If the current year's taxes have not been determined at the time of the Closing Date, proration shall be based upon the previous year's taxes and Purchaser and Seller shall adjust between themselves any difference in the proration after the actual amount for the year of Closing has been determined.
- d. Deliveries at Closing. At the Closing, the following documents, in addition to the other documents called for herein and all documents customarily executed in connection with the purchase and sale of real property in Georgia, shall be executed and/or delivered:

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- i. Seller and Purchaser shall execute and deliver to each other a Closing statement which shall, among other items, set forth the Purchase Price, all credits against the Purchase Price and the amounts of all prorations and other adjustments.
- ii. Seller shall execute and deliver to Purchaser a limited warranty deed, in recordable form conveying fee simple title to the Property, as described on Exhibit "A".
- iii. Seller shall execute and deliver to Purchaser a Quitclaim Bill of Sale quitclaiming and releasing to purchaser all right, title and interest of Seller, if any, in any personal property located on or under Property.
- iv. Seller shall deliver to Purchaser an owner's affidavit in a form sufficient to cause Purchaser's title insurance company to issue Purchaser a title insurance policy with only "Standard Exceptions," including Permitted Title Exceptions as defined in section e below.
- v. Seller shall execute and deliver to Purchaser an Affidavit of Seller's Residence as contemplated under O.C.G.A. §47-7-128, which evidences that Seller is not subject to any withholding tax on the sale of the Property.
- vi. Seller shall deliver to Purchaser the information required for IRS Form 1099S.
- vii. Seller shall execute and deliver to Purchaser a Certification of Non-Foreign Status in accordance with Section 1445 of the Internal Revenue Code of 1986, as amended.
- viii. Purchaser shall deliver to Seller evidence of the authority and power of Purchaser to perform its obligations hereunder and to execute and deliver all documents required hereby in form and substance reasonably satisfactory to Seller.
- ix. Purchaser and Seller shall execute affidavits regarding commercial real estate brokers, in form and substance reasonably satisfactory to Purchaser and Purchaser's title insurance company.
- x. Such other documents as may be reasonably required by Purchaser or Seller to close this transaction in accordance with the terms and conditions set forth in this Agreement shall be executed and delivered by Seller and Purchaser.

e. Title. At Closing, Seller shall convey fee simple title to the Property to Purchaser by limited warranty deed free and clear of all liens, encroachments and encumbrances other than the "Permitted Title Exceptions" (as hereafter defined). The Property shall not be subject to any mortgage, deed to secure debt, deed of trust or other title exception or defect that is monetary in nature, and Seller hereby agrees to pay and satisfy of record any such title defects or exceptions, including any outstanding loan deeds or deeds to secure debt, prior to or at Closing and at Seller's expense. As used herein "Permitted

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Title Exceptions" shall mean (i) state, county and city ad valorem taxes and assessments on the Property not yet due and payable; (ii) general utility easements of record for utility service lines serving the Property; (iii) zoning ordinances affecting the Property, (iv) matters that would be disclosed by a current and accurate survey and inspection of the Property and which are not objected to by Purchaser; and (v) such other items as Purchaser shall in writing expressly agree to accept as restrictions or encumbrances upon the title to the Property. Seller agree to execute such documentation at Closing which, in the reasonable opinion of Purchaser's attorney or lender, are necessary or prudent to evidence title as set forth in this Agreement.

5. OBJECTIONS TO TITLE.

Purchaser shall have the Inspection Period (as hereinafter defined), in which to search title to the Property, and in which to furnish to Seller a written statement of any objections affecting said title and any matters disclosed on the Survey. Seller shall have ten (10) days after the receipt of written notice of such objections to satisfy all title objections and if Seller fails to satisfy such title objections or to provide Seller's agreement to satisfy such objections to title at Closing (together with evidence reasonably satisfactory to Purchaser) within such ten (10) day period, then, at the option of Purchaser, evidenced by written notice to Seller given within five (5) days after the expiration of said 10- day period, Purchaser may, at its sole remedy, elect either (i) to terminate this Agreement and the Earnest Money shall be immediately refunded to Purchaser, or (ii) to close the transaction contemplated hereby and receive the instruments required herein from Seller irrespective of such title objections and without reduction of the Purchase Price except that all encumbrances which can be cured by the mere payment of sums of money may be paid by Purchaser at Closing out of the Purchase Price. If Purchaser does not elect to proceed under either clause (i) or (ii) above, within said 5-day period, Purchaser shall be deemed to have elected to proceed under clause (i) above. In addition, Purchaser shall be entitled to raise further objections to title at any time prior to the Closing Date should any updates to Purchaser's title examination or reports from its title insurer disclose additional title exceptions or objections occurring since the effective date of Purchaser's last such title examination or update thereof. Purchaser shall have the right to provide Seller with notice of any such additional objections at any time prior to Closing; provided, that Closing shall be extended to allow for Seller's 10- day response period and Purchaser's 5-day election period, as set forth in this Paragraph.

6. SELLER'S WARRANTIES.

As a material inducement for Purchaser to enter into this Agreement and as a condition for Purchaser to consummate the transactions provided for herein. Seller docs hereby warrant and represent to, and covenant and agree with Purchaser to the best of Seller's knowledge as follows:

- a. Seller possesses fee simple title to the Property.
- b. The Property is not subject to any zoning restrictions on its use whatsoever, except for zoning conditions reflected in the record of the Planning and Zoning Department of the City and or County where the Property is located;
- c. All water, storm, sewer, tele phone, gas, electricity, and cable utilities are available to the Property at the property line of the Property.

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- d. There are current leases on the Property. Said leases are short in term and will not be in affect at time of closing. (see Special Stipulation 4)
- e. The Property has not been used as a landfill or dump for garbage, refuse, or hazardous waste or hazardous substances;
- f. There is no suit or action pending or contemplated against or affecting the Property, either directly or indirectly;
- g. There is no sales contract, offer, or right of first refusal executed for sale of any part or portion of the Property which has not been terminated;
- h. No party claims any rights to any purported contract for the sale or lease of all or any portion of the Property;
- i. No condition exists on or with respect to the Property which violates any law, right, ordinance, order, regulation or requirement;
- j. That, within the previous ninety-five (95) days, there have been no improvements made, and no improvements will be made in the future to the Property which have not been paid for in full;
- k. To the best of Seller's knowledge, there is no outstanding indebtedness secured by an interest in the Property, whether recorded or not.
- l. There has never been an underground storage tank located on the Property;
- m. That no hazardous materials or hazardous substances have been stored upon the Property;
- n. Seller has no knowledge of any sub-soil, geological or other condition with respect to the Property which would materially increase the cost of development thereof;
- o. To the best of Seller's knowledge, there are no taxes, fees, assessments of any kind or nature whatsoever which are presently due, or which are presently known or will become due, with respect to the Property, except for the ad valorem taxes of the current year.

All of the foregoing warranties and representations of Seller are made for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part by written waiver delivered to Seller. None of the foregoing warranties and representations shall be affected by any investigation or verification to or by anyone on behalf of any party hereto. Notwithstanding anything contained herein to the contrary the obligations of Purchaser hereunder are expressly made contingent upon and subject to the truth and accuracy, as of the date of this Agreement and as of the date of the Closing, of each and every warranty or representation made herein by Seller.

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7. INSPECTION.

From and after the Effective Date, Purchaser, its agents, engineers, surveyors, and other representatives shall have the right, during the term of this Agreement to enter upon the Property to inspect, bore, photograph, examine, survey and conduct such other engineering tests and studies of the Property as Purchaser deems necessary. Purchaser agrees to indemnify Seller from any and all claim, expense or other damage, including attorneys' fees and court costs incurred in enforcing this indemnity, which arise out of Purchaser's inspection of the Property. Purchaser further agrees to indemnify and hold Seller harmless for any and all claims of materialmen, architects, engineers, and other laborers, mechanics or suppliers who supply goods or services to the Property. Seller agrees to assist and cooperate with Purchaser in Purchaser's inspection, study and surveying of the Property, and at Purchaser's sole cost, Seller agrees to take such actions as may be reasonably necessary to allow Purchaser to enter into and inspect any portion of the Property leased to any third parties. Purchaser agrees that if the sale contemplated herein does not close for reasons other than Seller's default, the Property will be returned to Seller in the same or better condition as it is on the Effective Date herein.

Purchaser shall have, in its sole and absolute discretion, the right, to terminate this Agreement for any reason whatsoever at any time during the period of time commencing with the Effective Date and ending on the date which is ninety (90) days following the Effective Date (the " Inspection Period"). In the event of such termination, the initial Earnest Money shall be returned to Purchaser within ten (10) days of the date Seller receives written notice of Purchaser's timely election herein.

In order to assist Purchaser in its due diligence inspections of the Property, Seller agrees to deliver to Purchaser within five (5) days after the " Effective Date" to the extent in its possession or otherwise reasonably available to Seller, copies of any title report, title policies and any instruments noted as exceptions therein, land surveys, maps, agreements , engineering studies, aerial photographs, topographical maps, development plans, environmental reports, zoning authorizations, correspondence with governmental authorities relating to the Property, wetlands surveys, rock test pit results, and any other document or materials incident to the Property as may be reasonably requested by Purchaser from time to time. If Purchaser fails to close for any reason, all materials relating to the Property shall be promptly returned to Seller.

8. CONDEMNATION.

If, at any time prior to the Closing Date, any action or proceeding is filed or threatened. under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation, or by condemnation or the right of eminent domain, then Seller shall promptly give Purchaser written notice of the occurrence of the initiation of such proceeding or threat. In such event, then, at the option of Purchaser, this agreement shall terminate and be of no further force and effect and all the Earnest Money shall be returned to Purchaser, or (b) this Agreement shall remain in full force and effect, and Seller at the time of the Closing of this transaction, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the tenth (10th) day following the date on which Purchaser receives

DEC 03 2019

City of Sandy Springs
Community Development

notice that such suit has been filed or is threatened. In the event that Purchaser fails to exercise said option within said 10-day period, then Purchaser shall be deemed to have elected the alternative set forth in section (b) herein. Purchaser agrees that if the sale contemplated herein does not close for reasons other than Seller's default, the Property will be returned to Seller in the same or better condition as it is on the Effective Date herein.

9. DAMAGE BY FIRE OR CASUALTY.

If, at any time prior to the closing of this transaction, all or any material part of the improvements shall be destroyed, removed, stolen or damaged (excluding normal wear and tear), Seller shall deliver written notice to Purchaser of same and of the amount and extent of Seller's insurance coverage. This Agreement shall remain in full force and effect, and Seller, at the time of the closing of this Transaction, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received less any proceeds received for personal property of Seller. Said option shall be exercisable by Purchaser delivering to Seller written notice of such exercise on or before the tenth (10th) day following the date on which Purchaser receives notice that casualty has occurred.

10. BROKERS.

Cott Properties represents the Seller and shall be paid commission by the Seller at time of Closing. The Principal of Purchaser is a licensed Real Estate Agent in the State of Georgia and is not receiving any commission on this transaction.

11. NOTICES.

All notices and communications shall be in writing, signed by the party making same, and either (i) personally delivered, or (ii) sent by U.S. Certified Registered Mail, return receipt requested, postage prepaid, or (iii) Federal Express or similar service, to the party being given such notice at the following addresses:

TO SELLER: H D K Properties, LLLP
 P.O. Box 888758
 Atlanta, GA 30356

With a copy to: Stuart Cott
 Cott Properties

TO PURCHASER: BRU Group LLC
 195 Chaseland Rd
 Sandy Springs, GA 30328

The effective date of such notice or communication shall be the date of personal delivery or mailing, as the case may be. The notice of termination provided for under Paragraph 7 shall be timely given if same

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City of Sandy Springs
Community Development

is mailed certified mail to Seller at the address specified in this Agreement for notices to Seller and is postmarked on or before the expiration of the Inspection Period. The addresses of each party hereunder shall be subject to change by written notice from said party; however, until said notice is actually received by the other parties, the last address known to said party shall be the address used for the giving of all notice required in this Agreement.

12. REZONING

Notwithstanding anything contained herein to the contrary, Purchaser's obligation to Close the transaction contemplated herein shall be contingent upon Purchaser's ability to rezone the Property to a zoning category of CS-6, which will permit no less than four residential units and up to six (6) story building on the Property with such condition, if any, acceptable to Purchaser in its sole discretion (the "Rezoning"). For purposes of this Agreement, Rezoning shall mean that the Property has been rezoned to the aforementioned zoning category pursuant to all applicable zoning ordinances and land use regulations and ordinances and the expiration of all applicable appeal periods following the meeting at which the Rezoning of the Property was approved without any appeal or litigation challenging the rezoning or seeking to impose any conditions to such Rezoning having been filed during such period.

Purchaser agrees that it will, pursuant to the terms set forth in Exhibit "C" attached hereto and incorporated herein, at its sole expense file and thereafter, diligently process the necessary zoning applications and supply the necessary exhibits therefore. If Rezoning is denied, Purchaser shall have the right, as its sole remedy, to either: (i) waive the rezoning contingency set forth in this Agreement and proceed to Closing, or (ii) terminate this Agreement, whereupon no party shall have any further obligations hereunder and all Earnest Money will be returned to Purchaser. If Purchaser elects (i) above, Purchaser shall provide Seller written notice within three (3) day from the date the Rezoning has been denied.

Purchaser further agrees that will indemnify and hold harmless Seller from any and all claims, costs, attorney's fees and the like suffered by Seller because of or related to Purchaser's pursuit of the Rezoning of the Property, including but not limited to attendance of hearings by Seller or Seller's representative and defense of any action or suit brought against Seller or the Property as a result of the application for Rezoning.

13. MISCELLANEOUS TERMS AND CONDITIONS.

- a. Purchaser shall have the right to assign this Agreement, or any interest herein, without the consent of Seller, to any partnership, limited liability company, or company or any other entity.
- b. Possession of the Property will be granted to Purchaser at Closing. (see Special Stipulation 4).
- c. This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser,

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their respective successors, successors-in-title, legal representatives, heirs and assigns.

It is the express intention of the Parties not to violate *any* laws of the State of Georgia. If any part of this Agreement, or any covenant, warranty or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other agreements, covenants, warranties and the remaining provisions of this Agreement shall, never the less, remain in full force and effect and no agreement, covenant, warranty or other provision of this Agreement shall be deemed dependent upon any other agreement, covenant, warranty or other provision, whether predicated on this Agreement or otherwise, unless so expressed in this Agreement. This Agreement may be assigned by the Seller or Purchaser.

- d. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of termination or closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended through the close of business on the next regularly scheduled business day in Atlanta, Georgia.
- e. Time is of the essence in this Agreement.
- f. The parties agree that this Agreement contains their entire agreement with respect to the matters set forth herein. No failure by either party hereto to exercise any right, power or privilege given under this Agreement or otherwise, and no failure to insist upon strict compliance by the other party with any agreement, covenant, warranty or other obligation under this Agreement or otherwise, and no practice of the parties at variance with the terms hereof shall be construed as a waiver or relinquishment of any right granted hereunder. Waiver by either party hereto of any particular default by the other party shall not affect or impair any of the non - defaulting party's rights, powers or privileges in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of the non - defaulting party to exercise any right, power or privilege arising from such Default affect or impair the non-defaulting party's power or privilege as to such default or any subsequent default. The parties do hereby acknowledge that this Agreement was executed in the State of Georgia, is to be performed within the State of Georgia and this Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. No amendment to this Agreement shall be binding upon any of the parties hereto unless said amendment is in writing and signed by the party against whom enforcement of said amendment is sought. All titles or captions of the paragraphs set forth in this Agreement are inserted only a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent or any provisions hereof.
- g. This Agreement may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement shall be fully executed when each party whose signature is required has signed and deliver to the parties at least one counterpart.

14. EFFECTIVE DATE.

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The Effective Date as used herein shall mean the date shown on the signature page of this Agreement as the date of the last of Seller or Purchaser to execute this Agreement or otherwise to agree by initialing or dating any counteroffer.

IN WITNESS WHEREOF, the parties have herunto executed this Agreement and affixed their hands and seals as of the day and year first above written:

SELLER:

H D K Properties, LLLP

By 

Printed Name: George D Stearns

Date: Sept 5, 2019

PURCHASER:

BRU Group LLC

By 

Printed Name: GARY UNSSELL

Date: 9-5-19

EXHIBIT "A"
(Legal Description)

All that tract or parcel of land lying and being in

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EXHIBIT "B"

N.A.

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EXHIBIT "C"
Special Stipulations

1. Purchaser shall have a preliminary site plan within 60 days from the Acceptance Date of the Agreement.

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2. Purchaser agrees to file a rezoning request to the City of Sandy Springs within 90 days from the Acceptance Date of this Agreement.
3. The Closing as per Paragraph 4 herein shall occur within 120 days of Final Rezoning Approval, including the expiration of any applicable Appeal Periods or within 15 months from Acceptance Date of this Agreement. If rezoning is deferred by City of Sandy Springs, Seller agrees to extend the Closing up to an additional 90 days.
4. Purchaser understands and agrees that by the time Purchaser has received notice of the Rezoning, Seller's tenants will be on a month to month basis. Because the timing of Purchaser's desire to Close may not coincide with the beginning of a normal rental month, the parties agree that Closing may be extended by that portion of a month for which a tenant has the right to remain or for that period for which the Seller must take dispossessory action against a tenant holding over. Such extension of the Closing date shall not constitute a Seller default.

A handwritten signature in black ink, appearing to be 'JMM'.

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The Effective Date as used herein shall mean the date shown on the signature page of this Agreement as the date of the last of Seller or Purchaser to execute this Agreement or otherwise to agree by initialing or dating any counteroffer.

IN **WITNESS WHEREOF**, the parties have hereunto executed this Agreement and affixed their bands and seals as of the day and year first above-written

SELLER:
H D K Properties, LLLP

By: _____

Printed Name: _____

Date: _____

PURCHASER:
BRU Group LLC

By: *Gary Unell* Mgr Member

Printed Name: GARY UNELL

Date: 9-5-19

EXHIBIT "A"
(Legal Description)

All that tract or parcel of land lying and being in

ADDITIONAL REQUIREMENTS

City of Sandy Springs
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Letter of Intent
Required for all cases
Address the following in detail, on a separate sheet: <ol style="list-style-type: none"> 1. Requested Zoning Map Amendment (Rezoning) and/or Conditional Use Permit 2. Factual details about the proposed use: <ul style="list-style-type: none"> • Number and size of buildings, square footage of gross floor area of nonresidential uses • Type and number of residential units • Number of employees and customers, hours of operation, number of classrooms, etc.

Zoning Impact Analysis (Sec. 11.3.6.C)
Required for Zoning Map Amendment (Rezoning) cases
Provide a written analysis of the impact of the proposed Official Zoning Map change with respect to each of the approval criteria in Sec. 11.3.6. Address the following in detail, on a separate sheet: <ol style="list-style-type: none"> 1. The Zoning Map Amendment corrects an error or meets the challenge of some changing condition, trend or fact. 2. The Zoning Map Amendment substantially conforms with the Comprehensive Plan. 3. The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code. 4. The Zoning Map Amendment will reinforce the existing or planned character of the area. 5. The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties. 6. There are substantial reasons why the property must not be used according to the existing zoning. 7. There is a need for the proposed use at the proposed location. 8. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development. 9. The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation. 10. The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.

Conditional Use Analysis (Sec. 11.3.6.D)
Required for Conditional Use Permit cases
Provide a written analysis of the impact of the proposed Conditional Use with respect to each of the approval criteria in Sec. 11.3.6. Address the following in detail, on a separate sheet: <ol style="list-style-type: none"> 1. The use is allowed as a Conditional Use in the respective zoning district (see Div. 7.2). 2. The use complies with the applicable specific use standard listed in Div. 7.2, if any, without the granting of any variance. 3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics. 4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset. 5. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and

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stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development. City of Sandy Springs
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Traffic Impact Study (Sec. 11.5.1.E.4)
Required when any development generates 100 or more trips during the peak hour

Development of Regional Impact
Required for proposals that meet the latest **thresholds** set by the Atlanta Regional Commission; see <http://atlantaregional.com/land-use/developments-of-regional-impact>
Note: Cases subject to DRI follow a custom-tailored Meeting schedule.

Chattahoochee River Corridor Certificate
Required for properties located within the Chattahoochee River Corridor (within 2,000' of the river)
Contact James Sanders, Chief Environmental Compliance Officer, at (770) 687-5153 or jsanders@sandyspringsga.gov.

Survey and Site Plan	
Required for all cases	
Provide one (1) copy printed on 11" x 17" paper and two (2) copies printed to scale no larger than 30" x 42"; also include in the electronic package.	
The survey and site plan must include, at a minimum, the following:	
Basic Information	<ul style="list-style-type: none"> <input type="checkbox"/> Legal description (metes and bounds; can be included as a separate document) <input type="checkbox"/> Key and/or legend, site location map with North arrow, and scale <input type="checkbox"/> Boundary survey of the subject property, which includes dimensions along property lines that match the metes and bounds of the subject property's written legal description, and clearly indicate the point of beginning <input type="checkbox"/> Acreage of the subject property <input type="checkbox"/> Location of the subject property's land lot lines and identification of land lots <input type="checkbox"/> Current zoning of the subject site and adjoining properties <input type="checkbox"/> Layout and minimum lot size of proposed single family residential lots <input type="checkbox"/> Topography (surveyed or City) on the subject site and adjacent property within 200' as required to assess runoff effects <input type="checkbox"/> Location of overhead and underground electrical and pipeline transmission/conveyance lines <input type="checkbox"/> Required and proposed setbacks, landscape strips, and/or buffers
Roads	<ul style="list-style-type: none"> <input type="checkbox"/> Existing and proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property <input type="checkbox"/> Posted speed of existing streets <input type="checkbox"/> Proposed streets on the subject site <input type="checkbox"/> Entrance sight distance profile assuming the driver's eye at a height of 3.5' (see City's Technical Manual)

NOV 26 2019

LETTER OF INTENT

City of Sandy Springs
Community Development

The property contains approximately 0.834 acres and is located on the southerly side of Cliftwood Drive just to the east of its intersection with Sandy Springs Circle (the "Property"). The Property is currently zoned to the CS-3 Classification.

The Applicant requests a rezoning to the CS-6 Classification for the development of a six (6) story residential building containing approximately 82,045 square feet plus approximately 8,760 square feet of covered parking. The building is proposed to contain up to 30 condominium/flats units ranging in size from approximately 2,300 square feet to approximately 4,000 square feet. As noted, the parking is proposed to be on the lowest two floors and there will be approximately 7,000 square feet consisting of a common lobby, amenity and storage areas. Construction materials shall be of concrete and steel. All units shall be "For Sale." No retail shall be associated with this proposed development. Given the residential nature of the proposed development same shall be capable of being accessed on a daily 24 hour basis and there is anticipated to be up to three employees consisting of a person for maintenance, one as a concierge and one for security. The type of residential housing proposed by the Applicant is unique for the downtown area of Sandy Springs and the Applicant has experienced upwards of 15 prospective purchasers for the "For Sale" units. Given the adjacent multi-story building adjacent to the 145 Cliftwood Drive portion of the Property which is zoned to the same CS-6 Classification and the development of The Cliftwood Apartments being 5 and 6 story buildings to the east of the Property, this Rezoning Application is entirely appropriate and the appropriateness of same and the constitutional assertions of the Applicant are more particularly stated and set forth on Exhibit "A" attached hereto and by reference thereto made a part hereof.

Now, therefore, the Applicant requests that this Application for Zoning Map Amendment (Rezoning) be approved as submitted in order that the Applicant be able to proceed with the lawful use and development of the Property.

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City of Sandy Springs
Community Development

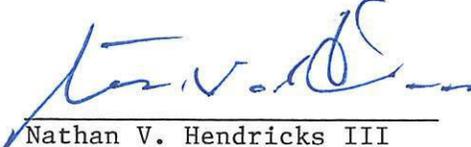
APPLICANT:

Nexcity Development LLC

By: 

Gary Uedel

Its: Manager



Nathan V. Hendricks III

Attorney for the Applicant

6085 Lake Forrest Drive
Suite 200
Sandy Springs, Georgia 30328
(404) 255-5161

R 219 - 0006
NEXcity DEVELOPMENT, LLC

We plan do apply for a variance from
the upper floors setback of 20' minimum in C5-
District. Said variance to be heard by Board of Appeals
after the rezoning.

NEXcity DEVELOPMENT, LLC

Jay Unell
Managing Member.

12-2-19



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DEC 02 2019

City of Sandy Springs
Community Development

ZONING IMPACT ANALYSIS Pursuant to Section 11.3.6:

1. The Zoning Map Amendment meets the challenge of some changing condition, trend or fact. The property contiguous and to the south (rear) of the portion of the Property known as 145 Cliftwood Drive is zoned to the CS-6 Classification and the property to the east of the Property known as 185 Cliftwood, being a multi-family development, is developed with 5 and 6 story buildings. Thus this rezoning request for a rezoning to the CS-6 Classification is entirely appropriate.
2. The Zoning Map Amendment substantially conforms with the Comprehensive Plan in that it will bring "For Sale" condominium units to the area with the associated pedestrian engagement desired in this area of the City.
3. The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code in bringing a diversification of residential housing units to this area and simultaneously creating a pedestrian engaging sense of place.
4. The Zoning Map Amendment will reinforce the existing or planned character of the area by bringing home ownership to the heart of the City directly across from retail, restaurant and theatre going activities.
5. The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties as above stated.
6. There are substantial reasons why the Property must not be used according to the existing CS-3 zoning Classification in that the transition in scale and height simply can not be achieved without the approval of the ability of the Applicant to construct a six story building under the CS-6 zoning Classification.
7. There is a need for the proposed use ("For Sale") condominium units at the proposed location.
8. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.
9. The Zoning Map Amendment will not significantly impact the natural environment, including, air, water, noise, stormwater management, wildlife and vegetation.
10. Not only will the Zoning Map Amendment not have a significant adverse impact in the vicinity of the subject property but it will bring a much needed diversification of housing to the heart of the City thereby improving property values.

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City of Sandy Springs
Community Development

MODIFICATION AND AMENDMENT TO ZONING IMPACT ANALYSIS

RE: Applicant-Nexcite Development, LLC

Case Number: RZ19-0006

Response is hereunder made to request of Alexandra Horst for additional information pertaining to Paragraphs 7 and 9 of the above referenced Zoning Impact Analysis:

7. The Applicant through its proposed development of For Sale Condominium units or flats brings to this portion of the City a diversification in housing not present in the immediate area. Multi-family development is to be found at the Apartment Complex at 185 Cliftwood Drive known simply as The Cliftwood and a facility for Seniors is located on Allen Road known as Sterling Place. Absent from the residential offerings in this area are the ownership units proposed by the Applicant and for which the Applicant has already attracted interest even prior to an active marketing effort.

9. The Zoning Map Amendment will not significantly impact the natural resources including the following:
 - Air: Ownership of the proposed Units will not adversely impact the quality of the air in the immediate area of the Property as the proposed use is residential in nature.
 - Water: The Applicant has confirmed with the City of Atlanta that adequate water supply is available to the Property
 - Noise: As the intended use is residential in nature no amount of noxious noise disruptive to the area will be produced.
 - Stormwater management: There presently is existing running through the Property a 48" wide storm line. Additionally, at the time of the Applicant's Application for a Land Disturbance Permit a full hydrology study will be required by the City.
 - Wildlife: No wildlife displacement is anticipated to occur through the development of the Property as the Property is currently developed with one story office buildings which had been converted from single family homes.
 - Vegetation: The Applicant will fully comply with the requirements of the City of Sandy Springs' Tree Ordinance as to any and all requirements pertaining to vegetation as depicted on the planting plan submitted with the Application.

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DEC 02 2019

City of Sandy Springs
Community Development



Memorandum

RECEIVED

Date: November 21, 2019

NOV 26 2019

From: Marc R. Acampora, PE

City of Sandy Springs
Community Development

Subject: Trip Generation for Proposed Cliftwood Flats Condominiums
134-145 Cliftwood Drive, City of Sandy Springs, Georgia

The trip generation was calculated for a proposed senior-age-marketed condominium development in the City of Sandy Springs, Georgia. The site is located at 135-145 Cliftwood Drive as shown in Figure 1. The proposed site plan is presented in Figure 2.



Figure 1 – Site Location Map

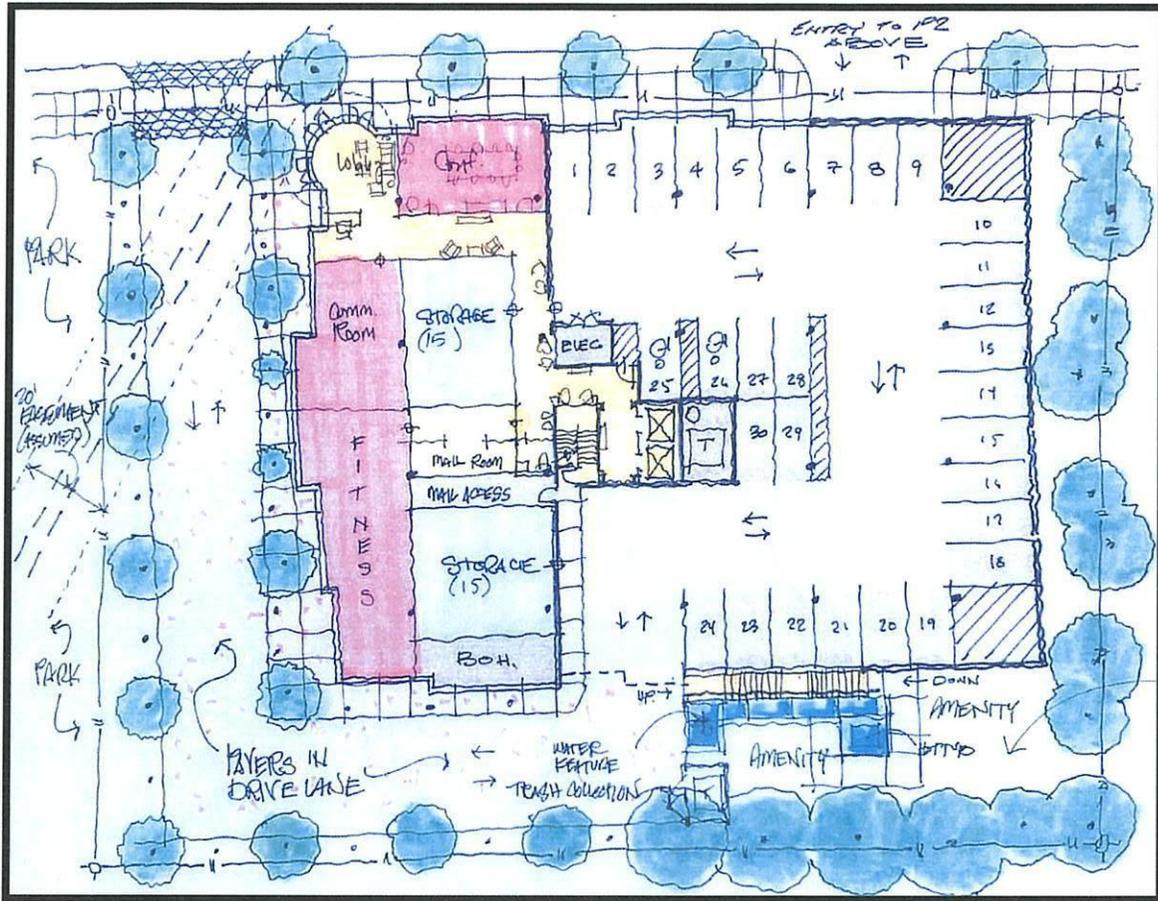


Figure 2 – Site Plan

The site will be developed with 30 condominiums which will be age-marketed toward seniors. Two full-movement vehicular accesses will be provided on the south side of Cliftwood Drive just east of Sandy Springs Circle.

The volume of traffic that will be generated by the proposed senior condominiums was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (the current edition). ITE Land Use 252 – Senior Adult Housing – Attached was chosen as representative of the proposed development. The trip generation is summarized in Table 1.

Table 1 – Cliftwood Flats Senior Condominiums Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour 2-Way
			In	Out	Total	In	Out	Total	
Senior Adult Housing - Attached	252	30 units	2	4	6	5	4	9	96

The proposed senior condominiums will generate 6 new trips in the morning peak hour, 9 new trips in the evening peak hour, and 96 new daily trips.

Survey Legal Description (Consolidated)

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, City of Sandy Springs, being Part of Lot 6 and Part of Lot 7, Block B, Bristol Hills Subdivision, as per plat recorded in Plat Book 56, Page 93, Fulton County records and being more particularly described as follows:

BEGINNING at a ½" Rebar Found on the Southern variable right of way of Cliftwood Drive at Grid North Georgia West Zone Coordinates: Northing: 1424403.228 Easting: 2231240.293, said point being located 812.30 feet Westerly along said right of way from the variable right of way of Roswell Road (State Rout 9) (U.S. Route 19), thence leaving said right of way South 04 Degrees 07 Minutes 07 Seconds West a distance of 164.53 feet to a ½" Rebar Found, thence North 89 Degrees 45 Minutes 32 Seconds West a distance of 106.00 feet to a ½" Rebar Found thence North 89 Degrees 45 Minutes 32 Seconds West a distance of 113.60 feet to a ½" Rebar Set, thence North 03 Degrees 38 Minutes 22 Seconds East a distance of 165.64 feet to a ½" Rebar Found (Bent) on said Southern right of way of Cliftwood Drive, thence along said right of way South 89 Degrees 32 Minutes 09 Seconds East a distance of 115.80 feet to a ½" Rebar Found, thence continuing along said right of way South 89 Degrees 21 Minutes 10 Seconds East a distance of 105.11 feet to a ½" Rebar Found and the POINT OF BEGINNING.

Said tract having an area of 36,313 Sq. Ft., 0.834 Acres, as shown and described on Survey by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 201068.

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City of Sandy Springs
Community Development

Exhibit "A"

SUMMARY OF CONCERNS AND RESPONSES MADE AT COMMUNITY MEETING ONE REGARDING RZ19-0006 HELD ON November 18, 2019 at The Cliftwood at 185 Cliftwood Drive:

1. Gary Unell and Pete Hendricks gave an overall description of the Development and Rezoning Process with confirmation being made that if there is the need for a Variance that will involve a subsequent process for any Variance Application that should be determined to be needed with public hearings associated with any such Variance process.
2. Concern was expressed over the lack of trees currently on the Property and those that will need to be removed for the proposed development. Ed Goldberg associated with the Applicant confirmed that the City of Sandy Springs Tree Ordinance would be fully complied with.
3. Discussion was had as to the property south of the Property at the northeast corner of the intersection of Cliftwood Drive and Sandy Springs Circle. Gary Unell confirmed that the property is owned by Fulton County and is maintained by Sandy Springs. Gary Unell stated that he would like very much to have that property to be open space and pedestrian engaging as associated with his intended development.
4. The Architect, Brooks Hall stated that he intends the development to be very pedestrian engaging and that the parking shall be on the two lowest levels of the building with two entrance drives and that the construction will be of concrete and steel.
5. Gary Unell confirmed that the entitlement process should hopefully be concluded by April, 2020 with about a 15 month development time frame.
6. Very positive comments were made by a number of those in attendance as to the development proposal particularly with a view towards the units being under a condominium structure and being "For Sale."
7. Gary Unell stated that the smaller units would be priced at about \$900,000.00. and that the larger units would be priced at about \$1,800,00.00.
8. Detention was discussed and it was noted that it would need to be underground and that the 48" storm water line crossing the Property should be of help.
9. Confirmation was made that there would not be any retail.
10. As a last comment, Ronda Smith, as President of the Sandy Springs Council of Neighborhoods, stated that the Council would get involved if there was any neighborhood pushback as to the Rezoning Application..

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City of Sandy Springs
Community Development

Exhibit "A"

APPROPRIATENESS OF APPLICATION
AND
CONSTITUTIONAL ASSERTIONS

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

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

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

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

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NOV 26 2019

City of Sandy Springs
Community Development

SUMMARY OF CONCERNS AND RESPONSES MADE AT COMMUNITY MEETING TWO REGARDING RZ19-0006 HELD ON January 6, 2020 at Sandy Springs City Hall:

1. Alexandra Horst made initial comments on and an explanation of the process.
2. Gary Unell, on behalf of the Applicant, and Brooks Hall, the Architect for the Applicant, described the development and that an amenity space would be included with a work out facility and perhaps a swimming pool. No retail is intended to be a part of the development. Gary Unell noted that the Applicant would like to purchase the pocket park south of the proposed development at the northeast corner of Sandy Springs Circle and Cliftwood Drive which is owned by Fulton County and is being maintained by Sandy Springs.
3. Some in attendance expressed interest in buying a Unit and Gary Unell confirmed that he has had approximately 25 inquiries for purchase of Units.
4. Alexandra Horst noted that Planning Commission Meeting would be on February 19, 2020 and the Mayor and City Council Meeting would be on March 17, 2020.
5. There was a discussion amongst some of the attendees of the Applicant providing automobile charging stations. The Applicant went on to confirm that the Sandy Springs Tree Ordinance would be fully complied with.

Sandy Springs, Georgia 30328
RE: RZ19-0006/135 and 145 Cliftwood Drive
January 6, 2020 at 6:00 p.m.

SIGN-IN SHEET

NAME

ADDRESS

TELEPHONE NUMBER/E-MAIL

PETE HENDRICKS [REDACTED]

Brooks Hadd [REDACTED]

Ed Goldberg [REDACTED]

GARY YNEIL [REDACTED]

HERBERT KUPIEK [REDACTED]

Alexandra Horst [REDACTED] WSS

Lilly Correa [REDACTED]

[Empty lined area for additional sign-ins]

APPROVAL

for recording by the Comptroller of Fulton County, Georgia, by the Fulton County Board of Public Works and approved by the Board of Health and regulations

Date FEB. 1 1956

Date JAN 24 1956

Date JAN 23 1956

HEALTH OFFICER CERTIFICATE

for supply, sewage disposal and environmental health in this plat and as more specifically provided for in the requirements of the Fulton County Department of Health approved as shown.

POPOLITAN

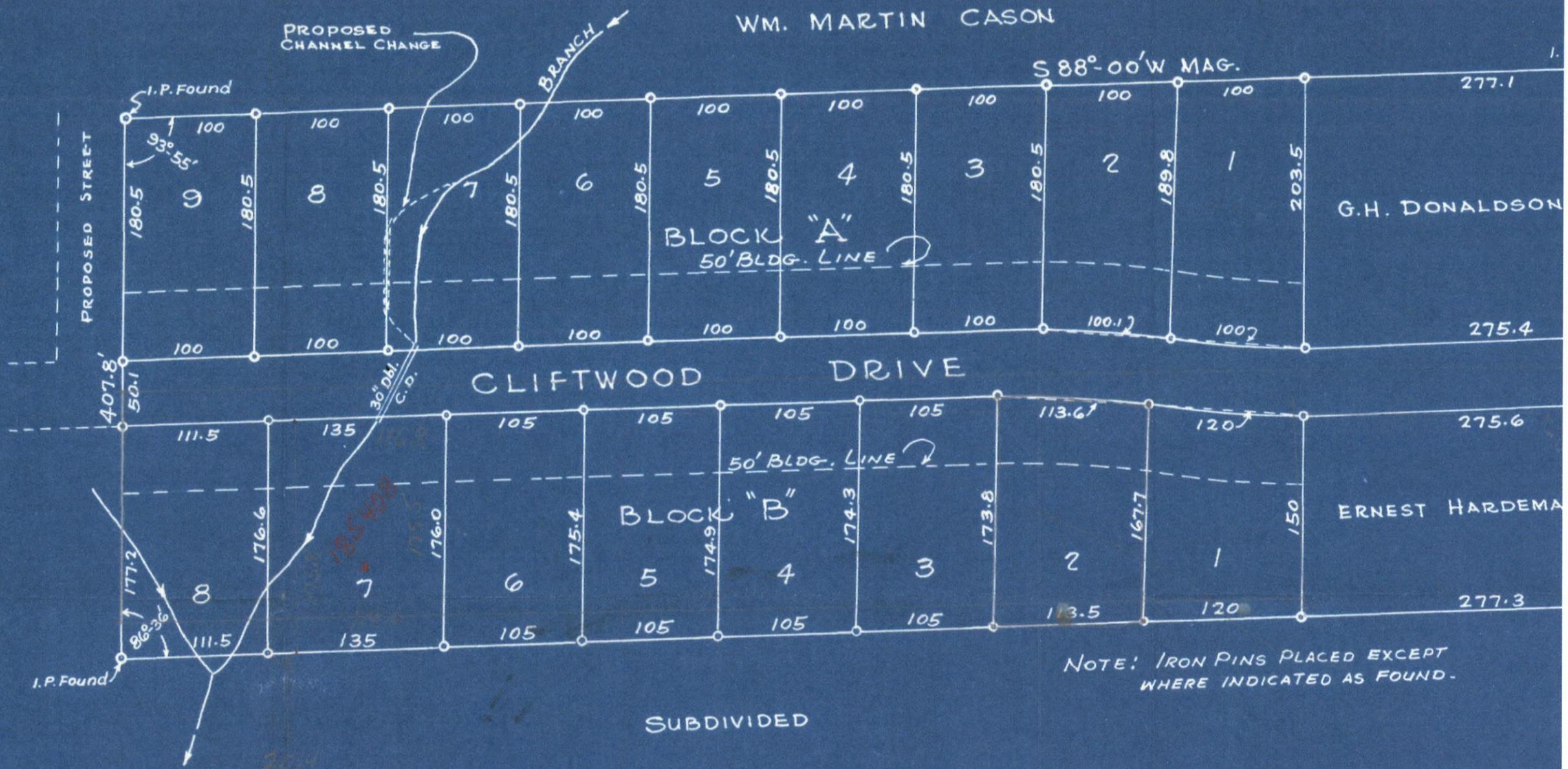
SEPTIC TANK

O.K.

H.C. Duke
 Assistant Chief Engineer, Fulton Co. Health Dept.

has been
 93
 10-56

Wray



NOTE: IRON PINS PLACED EXCEPT WHERE INDICATED AS FOUND.



BRISTOL HILLS
 PROPERTY OF
 J. H. CHATHAM
 L.L. 90 - 17TH DIST.
 FULTON COUNTY GA.
 JAN. 28, 1956 - SCALE 1"=100'

RECEIVED 12/5/2019 PLANNING & ZONING

TOTAL AREA
36,313 SQ. FT.
0.834 ACRES

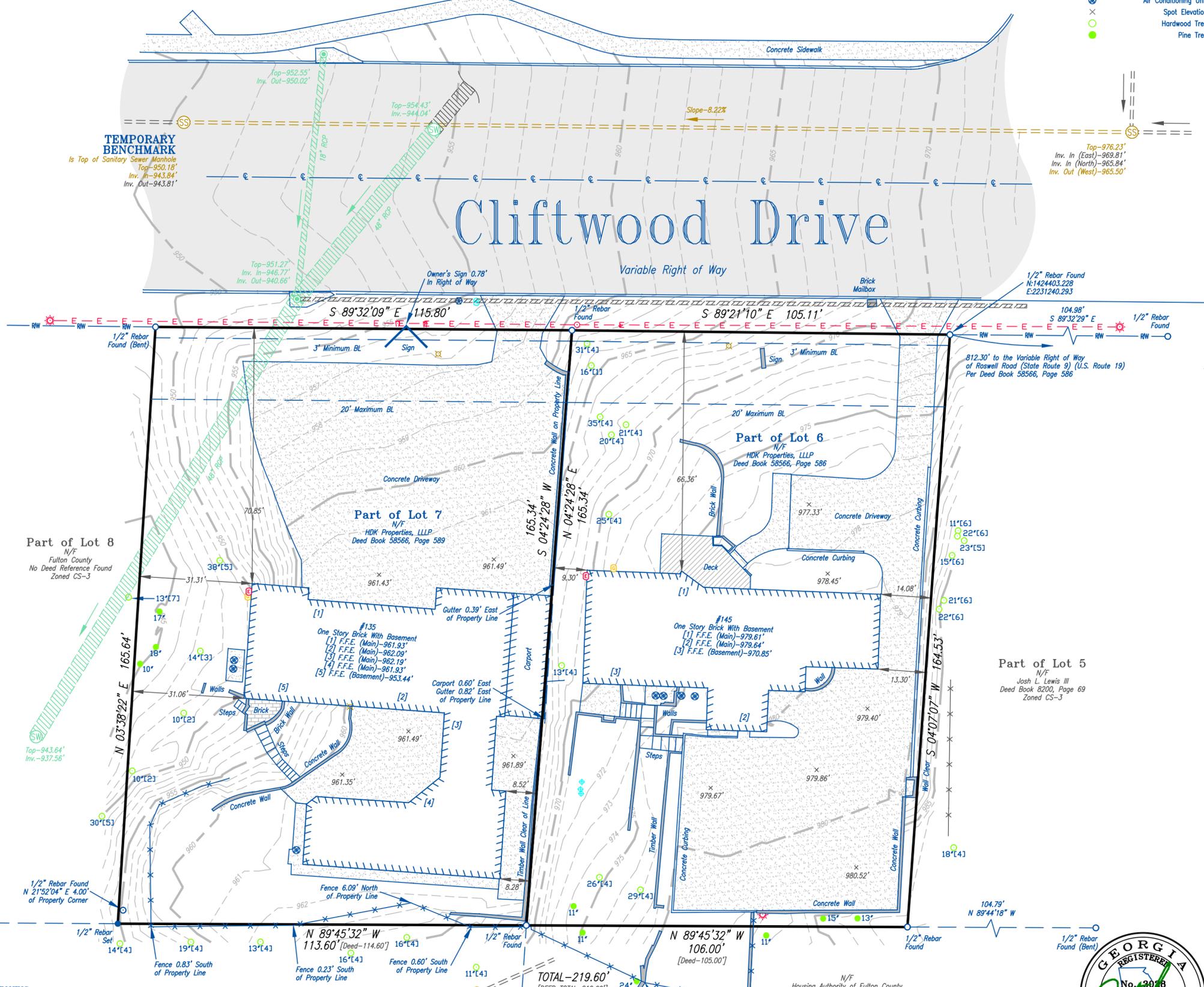
#135 AREA
18,942 SQ. FT.
0.435 ACRES

#145 AREA
17,371 SQ. FT.
0.399 ACRES

LEGEND

- These standard symbols may be found in the drawing.
- X — Fence
 - X — Neighbor's Fence
 - E — Overhead Electric Line
 - S — Sanitary Sewer
 - S — Sanitary Sewer (Not Field Located)
 - S — Stormwater Pipe
 - S — Stormwater Pipe (Not Field Located)
 - RW — Right of Way Line
 - 1/2" Rebar Set
 - Iron Pin Found
 - BL — Building Line
 - J — Junction Box
 - C — Catch Basin Lid
 - L — Light
 - P — Light Pole
 - E — Electric Meter
 - V — Valve
 - W — Water Meter
 - S — Sanitary Sewer Manhole
 - S — Sewer Clean Out
 - G — Gas Meter
 - M — Mailbox
 - A — Air Conditioning Unit
 - S — Spot Elevation
 - T — Hardwood Tree
 - P — Pine Tree

4' 35" Magnetic North
4' 35" Declination
Grid North
GA West Zone
Reading Held



ZONING
[City of Sandy Springs]
[CS-3] (City Springs)
Front yard setback—3' Minimum (20' Maximum)
Side yard setback—0'
Rear yard setback—0'
Note: Graphic depiction of setback lines are the interpretation of the Surveyor and should be verified with a zoning official prior to design work.

SURVEY NOTES
1. Elevations are based on N.A.V.D. 88 datum.
2. Contour lines are at one (1) foot intervals.
3. Equipment used; Leica 1200 robotic total station and Allegro MK data collector.
4. Software used: Carlson Survey 2013 and Carlson Survce.

SPECIAL FLOOD HAZARD NOTE
I have this date, examined the "F.I.R.M. official flood hazard map" and found in my opinion referenced parcel is not in an area having special flood hazards, without an elevation certification the Surveyor is responsible for any damage due to his opinion for said parcel map ID 13121C0142F effective date 9/18/2013.

TREE SPECIES CHART

[#]	Species
[1]	Hickory
[2]	Magnolia
[3]	Maple
[4]	Oak
[5]	Poplar
[6]	Sweetgum
[7]	Sycamore

CLOSURE STATEMENT
The field data used to compile this plat was gathered by differential adjusted G.P.S. coordinates and radial survey measurements and has a positional tolerance of 0.1 feet.
This map or plat has been calculated for closure and is found to be accurate within one foot in 749,773 feet.



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 O.C.G.A. Section 15-6-67.

By: *Josh L. Lewis*
Josh Lewis, Registered Land Survey Number 3028

155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

JOB NUMBER 2010684	DRAWING NUMBER F-3088	TOPOGRAPHIC/TREE SURVEY PLAT FOR: 135 & 145 Cliftwood Drive, Sandy Springs Georgia 30328		DATE: 9/9/19	SCALE: 20'	
		<p>T.B.D.</p>		REVISION	BY DATE	
LAND LOT: 90	17th DISTRICT			SECTION	FULTON COUNTY, GA	Add Zoning & Write Legal
LOT: Part of 6, Part of 7	BLOCK: B	UNIT:	PHASE:	Site Distance Survey	BMS 9/9/19	
SUBDIVISION: Bristol Hills	PLAT BOOK 56	PAGE 93	PARTY CHIEF: DR	FIELD DATE: 9/20/19	Revised depiction of 20' Setback	BJC 12/5/19
DEED BOOK 58566	PAGE 586/589	DRAFTER: BMS	SHEET 1 OF 1			



ARTISTIC RENDERING



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NOV 26 2019

City of Sandy Springs
Community Development

Cliftwood Flats, sandy springs, GA

NEXCITY DEVELOPMENT, LLC

archetype
design



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Gary Unell •

*Offered by Nexcity Development,
these Cliftwood Flats are the sophisticated choice for
the accomplished Sandy Springs Buyer of today.*

UNIT TYPES, AREA AND QUANTITIES:

a. 3BR/ DEN:	2,885SF	(5) UNITS
b. 3BR/ DEN:	2,700SF	(5) UNITS
c. 3BR/DEN:	2,835SF	(15) UNITS
d. 2BR/DEN:	2,315SF	(5) UNITS

TOTAL: (30) UNITS

TOTAL SF:	
89,960 GROSS	(HEATED AREA)
82,045 NET	(TOTAL UNIT AREA)
8,760 SF	(BALCONIES)
RESIDENTIAL FLOORS:	91% EFFICIENT

PARKING SPACES:

4	HANDICAPPED SPACES
77	TYPICAL SPACES
(4	POTENTIAL MOTORCYCLE)
81	TOTAL SPACES*
(*+4 ADDITIONAL POTENTIAL MOTORCYCLE)	

AMENITIES:

- +/-7,000SF LOBBY AMENITY SPACE
- SECURE ACCESS CONTROLLED COVERED PARKING
- ON-STREET PARKING AT ENTRY DRIVE
- GARDEN LANDSCAPED ATMOSPHERE
- DOWNTOWN AMENITIES
- WALKABLE RETAIL AND CIVIC BUILDINGS
- POCKET PARK AT LOBBY ENTRANCE

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OCT 28 2019

City of Sandy Springs
Community Development

OCTOBER 14TH, 2019

Cliftwood Flats, Sandy Springs, GA

NEXCITY DEVELOPMENT, LLC

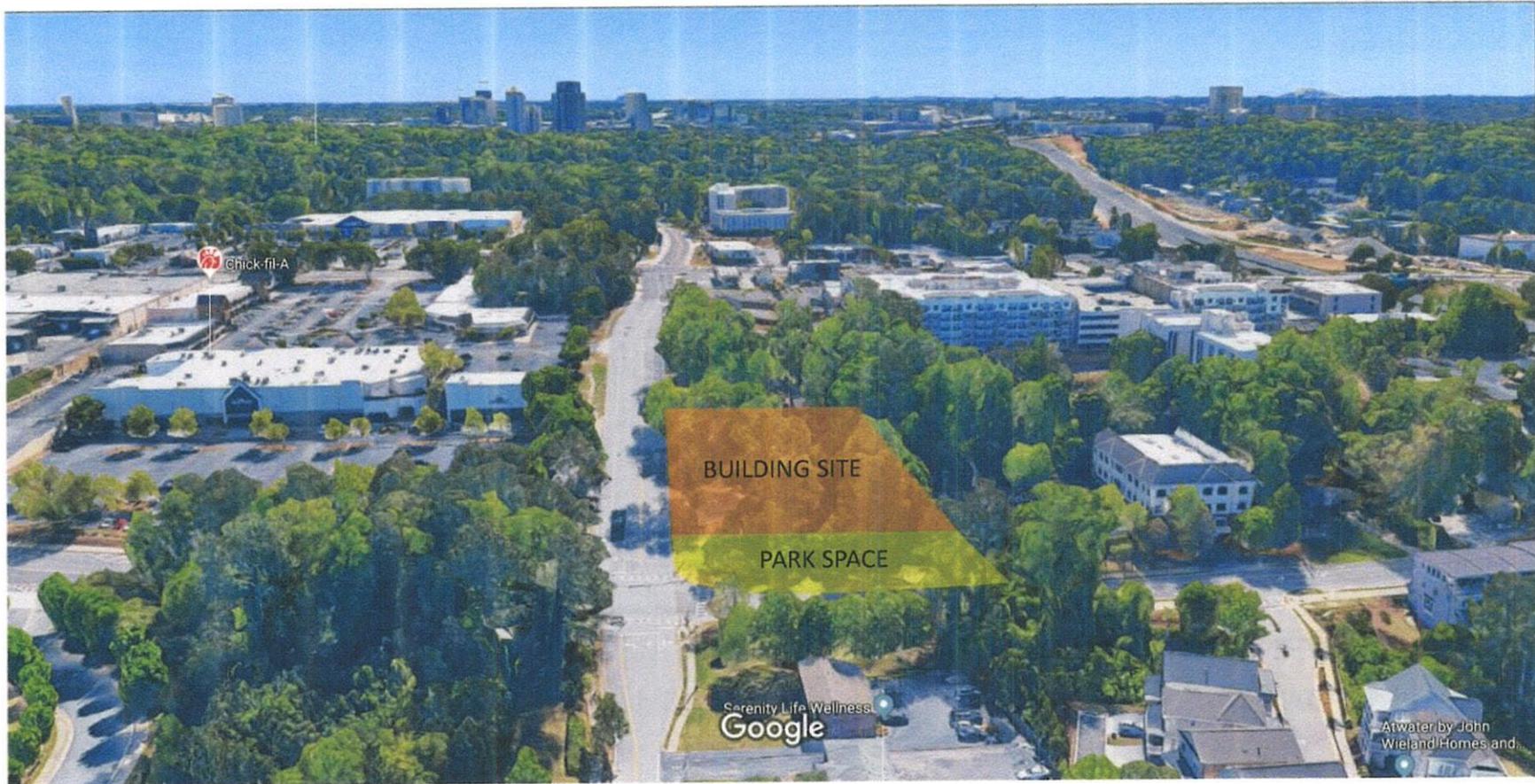
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OCT 28 2019

Google Maps Sandy Springs Cir

City of Sandy Springs
Community Development



Cliftwood Flats, Sandy Springs, GA

NEXCITY DEVELOPMENT, LLC

archetype
design

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Gary Unell •

ZONING

[City of Sandy Springs]

(CS-3) (City Springs)

Front yard setback-3' Minimum (20' Maximum)

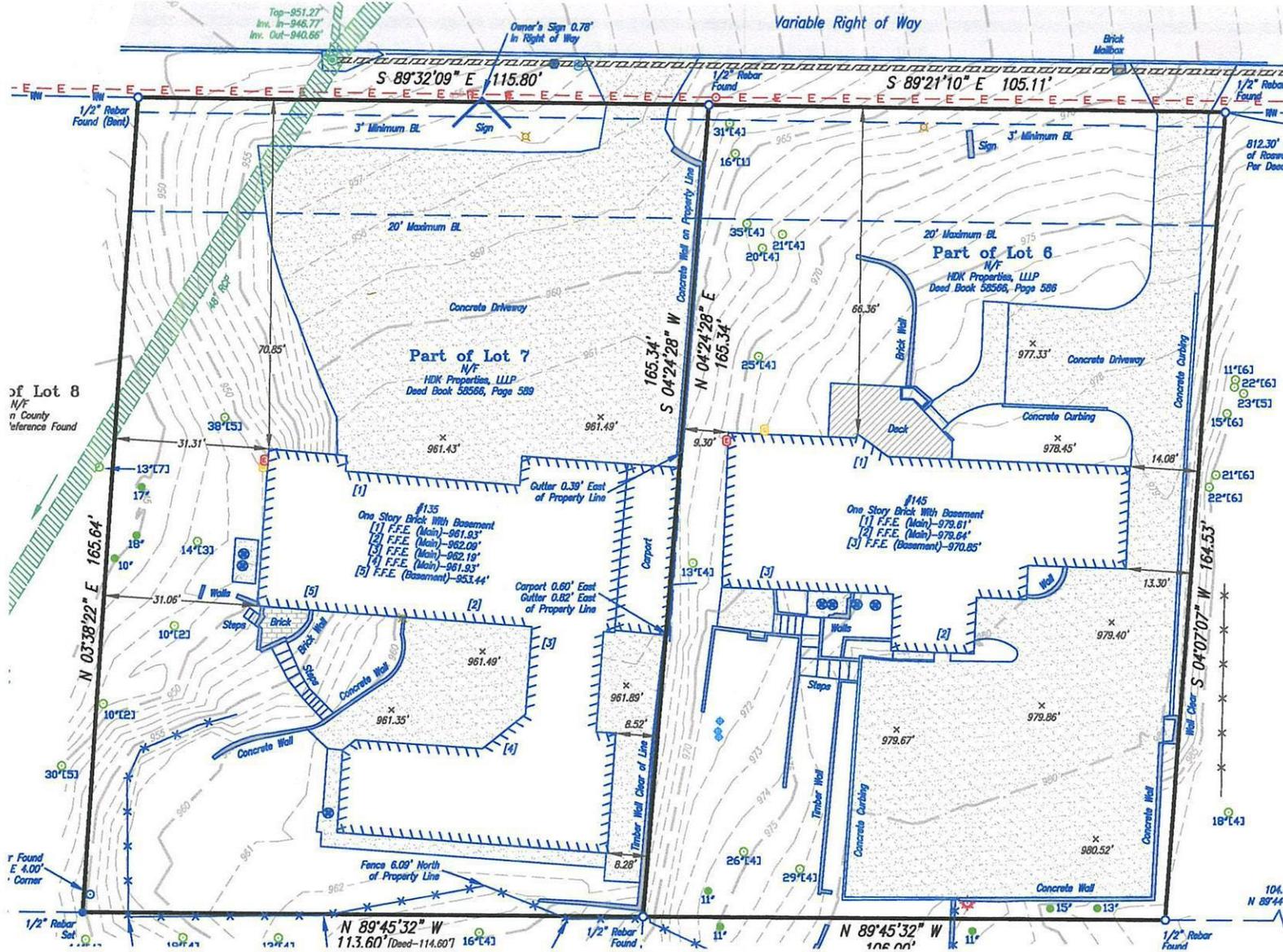
Side yard setback-0'

Rear yard setback-0'

Note: Graphic depiction of setback lines are the interpretation of the Surveyor and should be verified with a zoning official prior to design work.

SURVEY NOTES

1. Elevations are based on N.A.V.D. 88 datum.
2. Contour lines are at one (1) foot intervals.
3. Equipment used; Leica 1200 robotic total station and Allegro MX data collector.
4. Software used: Carlson Survey 2013 and Carlson Survey.



RECEIVED
 OCT 28 2019
 City of Sandy Springs
 Community Development

Cliftwood Flats, sandy springs, GA

NEXCITY DEVELOPMENT, LLC

archetype
 d e s i g n

LOBBY LEVEL

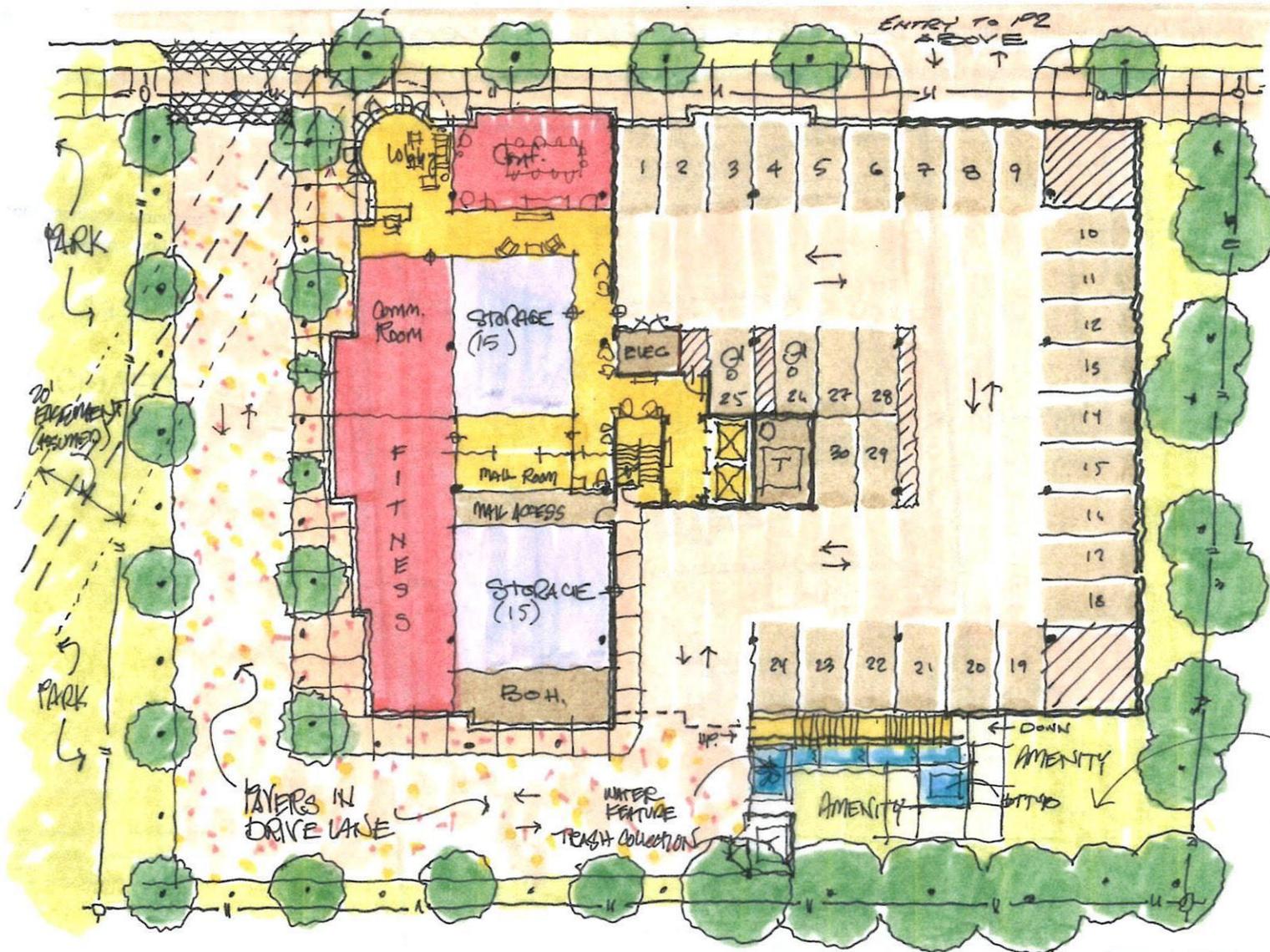
- +/- 6,000sf HEATED
- +/- 30 SPACES

RECEIVED

OCT 28 2019

City of Sandy Springs
Community Development

(ELEVATED)
LANDSCAPED
COURTYARD



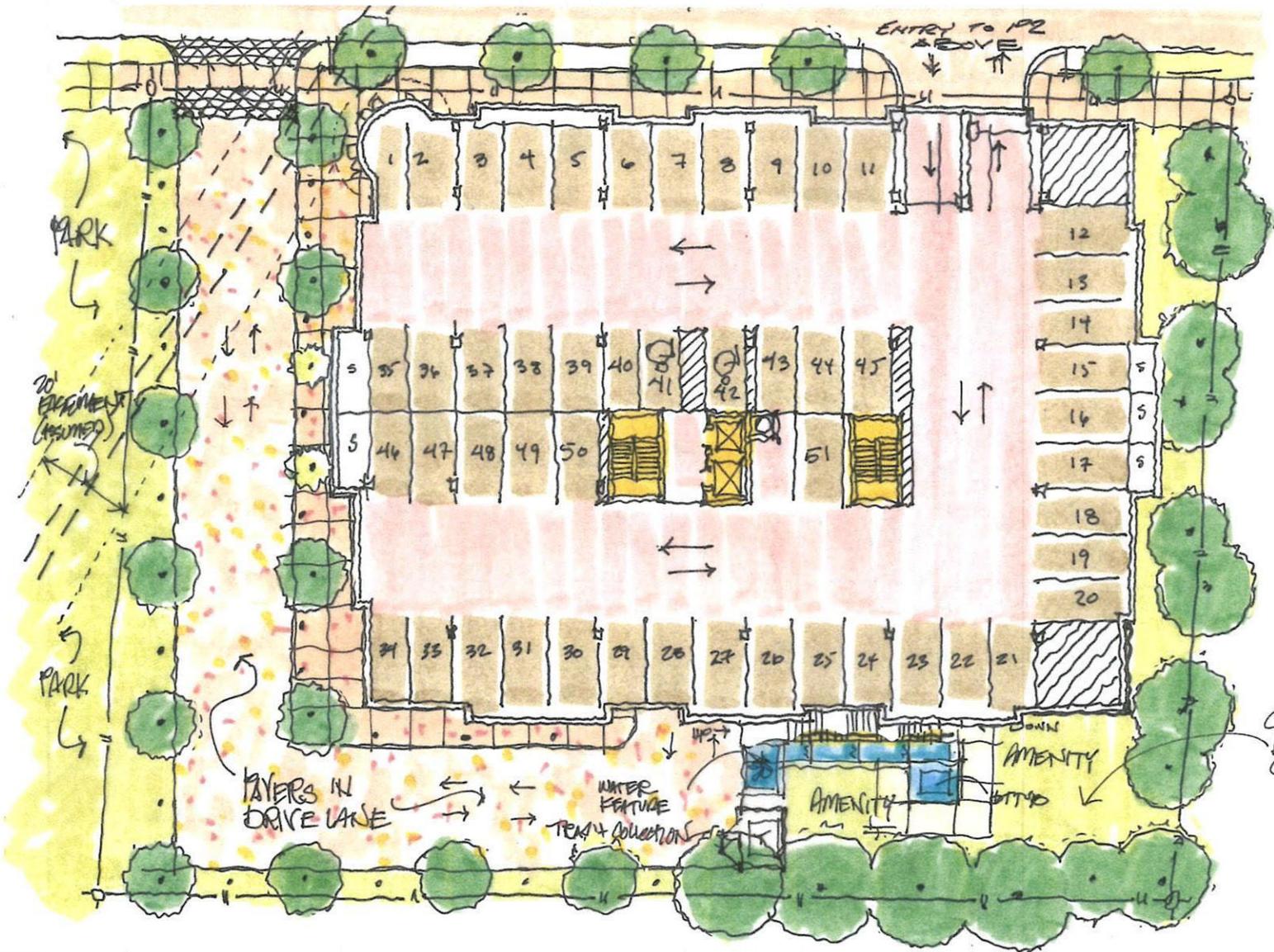
Cliftwood Flats, sandy springs, GA

NEXCITY DEVELOPMENT, LLC

archetype
design

PARKING

• +/- 51 SPACES



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OCT 28 2019

City of Sandy Springs
Community Development

Cliftwood Flats, sandy springs, GA

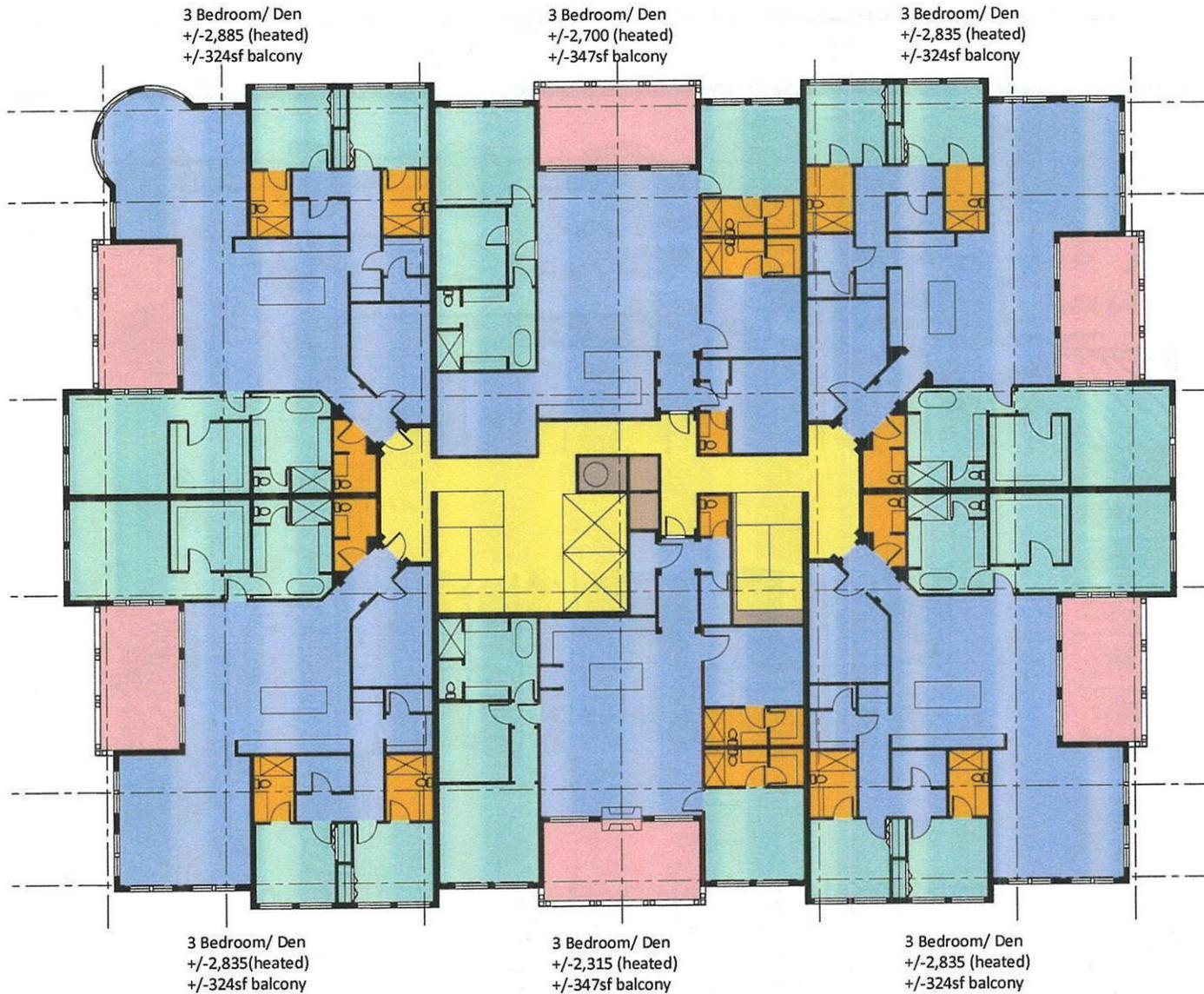
NEXCITY DEVELOPMENT, LLC

archetype
design

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Gary Unell

TYPICAL FLOORPLATE



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OCT 28 2019

City of Sandy Springs
Community Development

Cliftwood Flats, Sandy Springs, GA

NEXCITY DEVELOPMENT, LLC

archetype
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OCT 28 2019

City of Sandy Springs
Community Development

ARTISTIC RENDERING



Cliftwood Flats, Sandy Springs, GA

NEXCITY DEVELOPMENT, LLC

archetype
design

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Gary Unell



January 8, 2020

Alexandra Horst
 City of Sandy Springs
 Department of Community Development
 1 Galambos Way
 Sandy Springs, Georgia 30328

RE: Zoning Comments for January 2020

Dear Ms. Horst:

The following are comments by the Environmental Health Services (EHS) Division and the Environmental Justice (EJ) Program of the Fulton County Board of Health. These comments are in reference to the case which was previously received from your office.

CASE	ZONING COMMENTS
RZ19-0006 (135 & 145 Cliftwood Drive)	<p><u>EHS Comments</u></p> <ul style="list-style-type: none"> • Fulton County Board of Health will require that the owner/developer connect the proposed development to public water and public sanitary sewer. • Since this proposed development constitutes a premise where people live, onsite sanitary facilities will be mandatory prior to use or occupancy. • If this development includes a public swimming pool as defined in Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 – Health and Sanitation, Article XII – Swimming Pools and Natural Bathing Beaches (including spas, whirlpools, etc.), the owner or contractor must submit plans and approval by this department and must obtain a Fulton County Board of Health permit to construct before issuance of a building permit. Also, the owner of the facility must obtain a Board of Health permit to operate the pool prior to opening. • This agency is requiring that plans indicating the number and location of outside refuse containers along with typical details of the pad and approach area for the refuse containers be submitted for review and approval. <p><u>General Public Health and EJ Comments</u></p> <ul style="list-style-type: none"> • Since this proposed development is not considered an environmentally adverse use, Fulton County Board of Health does not anticipate any adverse impacts to the health of humans or the environment by approving the request to rezone from CS-

CASE	ZONING COMMENTS
	3 to CS-6 for the development of the proposed six (6)-story residential building.

If you have any questions related to the EHS comments, you may contact Edward Smith at 404-613-1808 or by e-mail at Edward.Smith@fultoncountyga.gov. All questions related to the broader public health and/or environmental justice comments should be directed to me by telephone at 404-613-1491 or e-mail at Monica.Robinson@fultoncountyga.gov.

Sincerely,



Monica M. Robinson, B.S., M.B.A.
Director, Office of Performance Management and Strategy
Environmental Justice Program

cc: Edward Smith, Interim Deputy Director, Environmental Health

Development Impact Statement

1/13/2020

PETITION: RZ19-0006

Proposed Residential Units

JURISDICTION: Sandy Springs

<u>Single-family detached</u>	<u>Townhouses</u>	<u>Apartments</u>	<u>Condominiums</u>
0	0	0	30

HOME SCHOOL	2019-20 ENROLLMENT ^A	GADOE CAPACITY	ESTIMATED NEW STUDENTS GENERATED		DISPLACED STUDENTS	PROJECTED UNDER/OVER CAPACITY ^B	
						WITHOUT DEV	WITH DEV
Lake Forest ES	749	850	0	to 10	0	-101	-101 to -91
Ridgeview Charter MS	1,074	1,200	0	to 3	0	-126	-126 to -123
Riverwood Charter HS	1,815	2,225	<u>0</u>	to <u>5</u>	<u>0</u>	-410	-410 to -405
TOTAL			0	to 18	0		Insufficient historical data to run report?: <input type="checkbox"/>

HS REGION: Riverwood Charter HS	<u>AVERAGE - 1 STD DEV</u>		<u>AVERAGE + 1 STD. DEV.</u>	
<i>One single-family detached unit generates:</i>	0.004370	to	0.28198	<i>elementary school students</i>
	0.000000	to	0.086072	<i>middle school students</i>
	0.001337	to	0.167073	<i>high school students</i>
<i>One townhouse unit generates:</i>	0.000000	to	0.108671	<i>elementary school students</i>
	0.000000	to	0.038689	<i>middle school students</i>
	0.010000	to	0.062318	<i>high school students</i>
<i>One apartment unit generates:</i>	0.004610	to	0.064476	<i>elementary school students</i>
	0.000000	to	0.017367	<i>middle school students</i>
	0.000000	to	0.116758	<i>high school students</i>
<i>One condominium unit generates:</i>	0.000000	to	0.329741	<i>elementary school students</i>
	0.000000	to	0.103876	<i>middle school students</i>
	0.000000	to	0.173158	<i>high school students</i>

AVERAGE OPERATIONAL COST PER STUDENT (FY19 - Proposed):

TOTAL COST: \$14,906 PORTION LOCAL REVENUE SOURCES: \$9,902 PORTION STATE AND OTHER REVENUE SOURCES: \$5,004

^A Based on first-month enrollment count for 2019-20 school year

^B Positive values indicate numbers of students a facility is over state capacity / negative values indicate under capacity.

* State capacity indicates space. However due to the number of special programs, portable classrooms or other measures may be needed to accommodate the instructional needs of the school.

** Student yields are calculated annually based on geocode of enrolled FCS students in built-out developments within the high school zone in which the proposed development is located.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Wednesday, November 6, 2019 3:56 PM
To: Anspach, Matthew; Tovar, Louisa; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 11/06/2019 3:56 pm
Response #: 706
Submitter ID: 32311
IP address: 2600:1700:1dd0:9b10:eda6:1286:c284:3d19
Time to complete: 7 min. , 5 sec.

Survey Details

Page 1

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

Your Information

1. First Name

Anne

2. Last Name

Hicks

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

████████

Petition Information

8. Case Number

RZ-19-0006

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 concerned about rezoning from 3 story building to 6 story building. While the conceptual drawing looks attractive, If passed, it will dramatically increase traffic on an already busy street which cars speed through, and set a possible precedent for future redevelopment in the area. What is the point of creating a City Springs district restriction and then changing it for a certain project?

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: Tuesday, January 28, 2020 8:45 PM
To: Anspach, Matthew; Tovar, Louisa; 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: 01/28/2020 8:44 pm
Response #: 710
Submitter ID: 32363
IP address: 2601:c6:cb80:2840:9151:2c90:1179:9ae1
Time to complete: 17 min. , 13 sec.

Survey Details

Page 1

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

Your Information

1. First Name

Kenny

2. Last Name

Seitz

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

RZ19-0006

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

To all involved in the decision involving this rezoning. I have lived in Sandy Springs since 1971-72, in three homes all in city of Sandy Springs. I met with Mr. Unell about buying one of the units if the application is improved. My opinion is that this project will be the beginning of a new phase of Sandy Springs. Many of my friends have moved from their house's and downsized their homes and obligations of maintaining a single family home. None of them live in Sandy Springs because we do not presently have a upscale condo development. My present home [REDACTED] is too large for my family now and requires too much attention to maintain. I have a condo in Longboat Key Florida, and I enjoy the ease of maintenance, paying a fee and letting others do the work. At 77 years old, I want convenience. I urge you to approve this project and let Sandy Springs enter the upscale condo market. I can be reached at [REDACTED] I currently live about 3 blocks from proposed new development. Thanks for your consideration. Kenny Seitz

Thank you,
Sandy Springs, GA

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