



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: September 14, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration for Approval of Settlement Agreement Regarding Outdoor Advertising

MEETING DATE: For Submission onto the September 18, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Settlement Agreement

APPROVAL BY CITY MANAGER: JFM APPROVED

PLACED ON AGENDA FOR: 9/18/2012

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: WRW

REMARKS:



To: Honorable Mayor and City Council Members

From: Wendell K. Willard

Date: For Submission onto the September 18, 2012 City Council Meeting Agenda

Agenda Item: Consideration of settlement agreement between Action Outdoor Advertising JV, LLC; KH Outdoor, LLC; Granit State Outdoor Advertising, Inc.; and Boardworks Outdoor Advertising Company Inc. with the City of Sandy Springs, GA, addressing permitting of billboards within Sandy Springs. Said settlement agreement to be made a consent order of the court and between these parties in the matter of: Action Outdoor Advertising, LLC et al, v. Fulton County, et al, Fulton Superior Court.

City Attorney's Recommendation:

That the proposed settlement agreement set forth hereafter be approved and adopted as being in the interest of the City as an improvement from the signs authorized by the previous court order.

Background:

In June 2011, the Supreme Court of Georgia affirmed the decision of the Fulton Superior Court which had granted approximately 21 billboard permits for erection on numerous parcels along, primarily, Roswell Road, many of which were in the Town Center area. At that time, Mayor and Council instructed the City Attorney to pursue negotiations with Plaintiffs to seek a compromise which would offer alternate sites to lessen the impact within the area the City was seeking a revitalization. Pursuant to these directions a settlement was negotiated which removed all possible new signs from the Town Center area.

The settlement reduces the number of new signs to be allowed from 21 to 8 and defines 10 nodes within the City limits where the signs may be located. It further defines the size and type of structures for the signs, and allow for use of LED facing of the signs. Certain existing signs may be converted from being a static sign to LED, but if done, it will count as one the eight new signs.

Concurrent Review:

City Manager, John McDonough

*City
Attorney*

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this ____ day of _____, 2012, by and among Action Outdoor Advertising JV, LLC; KH Outdoor, LLC; Granite State Outdoor Advertising, Inc.; and Boardworks Outdoor Advertising Company, Inc. and their principals, members, employees, affiliates, successors, subsidiaries and assignees, including particularly but without limitation, Steve Galberaith and Larry Roberts, and any entity owned or controlled by them (collectively referred to as “Advertisers”) and the City of Sandy Springs, Georgia (“City”). Collectively these entities are referred to herein as “Parties,” and in the singular as a “Party.”

WHEREAS, Advertisers filed outdoor advertising sign permit applications with Fulton County, Georgia during 2003 and 2005 for twenty-three locations which were then in unincorporated Fulton County but which are now in the City as a result of the incorporation of the City on December 1, 2005; and

WHEREAS, litigation (to which all Parties hereto are parties) arose regarding these applications styled Action Outdoor Advertising, LLC et al. v. Fulton County, et al. in Fulton County, Georgia Superior Court (Case Nos: 2005CV105153, 2005CV10977, 2005CV107555, 2005CV109918, 2006CV114781 and 2006CV117063) (hereinafter the “Lawsuit”) resulting in an order entered by the Superior Court of Fulton County on May 27, 2010 ruling that Advertisers have a vested right under their applications to build the

23 signs described therein and further ruling that Advertisers' vested rights continue notwithstanding the subsequent creation of the City; and

WHEREAS, the aforesaid order was affirmed by the Supreme Court of Georgia on June 13, 2011 in Case Nos. S11A0023 and S11A0101; and

WHEREAS, certain other disputes have arisen or might arise in the future between the Parties regarding the matters contended in the Lawsuit and because the Parties wish to settle any and all disputes or claims between them in their entirety, they enter into this Agreement.

THEREFORE, in light of the foregoing and based upon the exchange of valuable consideration by and among the Parties to this Agreement – including the Cities' agreement with respect to the signs referenced herein and the waiver of certain legal claims by Advertisers as set forth below – the Parties to this Agreement hereby agree to a mutual release of any and all claims, future or current, arising from or otherwise related to the Lawsuit, as follows:

1.

With respect to the Lawsuit, each of the respective Parties to this Agreement hereby mutually releases and forever discharges each of the other Parties to this Agreement and all of such parties' successors, assigns, agents, affiliates, officers, directors, employees, representatives, insurers, and attorneys from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, attorneys fees, actions and causes of action, of every nature, character and description known or unknown, which any of the respective Parties to this Agreement, now own or hold or may have any

time heretofore owned or held, or may at any time own or hold against any other Party to this Agreement, excepting enforcing this Agreement.

2.

Subject to the terms hereof, by signing this Agreement the Advertisers withdraw with prejudice any and all pending and prior sign permit applications they previously submitted to Fulton County for locations which are now within the limits of the City, except for the signs proposed by Boardworks Outdoor Advertising Company, Inc., as discussed below. Nothing in this paragraph shall have any effect on KH Outdoor, LLC's ongoing litigation against Fulton County.

3.

Advertisers further agree to the following:

(a) Advertisers waive all attorneys fees, expenses and damages claims against the City relating to any and all issues and claims presented in the Lawsuit; and

(b) Advertisers agree that no sign built pursuant to this Agreement will be utilized to post messages advertising (1) adult entertainment establishments, strip clubs, exotic massage parlors, adult video or book stores, or similar businesses; (2) abortion services; (3) any activity or product that is illegal under Georgia or federal law; and (4) any material which is obscene as such term is defined in O.C.G.A. § 16-20-80.

(c) Advertisers agree that they will permit the City to utilize one LED flip or one segment on each side of an LED sign erected pursuant to this Agreement for public service announcements, community events and other messages of vital

interest to the public for a period of seven (7) consecutive days no more than two (2) times per year, provided the City provides advance notice to the Advertisers at least 45 days in advance of such desired usage. No more than five (5) of the signs erected pursuant to this Agreement may be used for such messages at any one point in time. When the City exercises its rights hereunder, no more than one side of one of the two Boardworks signs may be among the five signs required to display the City's messages. Every effort will be made by the Advertisers to allow such messages to be displayed in a variety of locations so as to provide information to the public from the broadest possible base. No charge beyond actual expenses shall be required of the City for such usage, and the City shall endeavor to provide camera ready copy meeting the Advertiser's standards for each proposed use.

4.

The City will allow the permanent construction, erection, maintenance, repair, or replacement (only in the event of allowable conversion identified in this Agreement, including Exhibit B, or damage caused by Act of God) of the following signs on the following conditions:

- (a) With respect to **Boardworks Outdoor Advertising Company, Inc.** ("Boardworks"), the City issued sign permit numbers 10-4000244 and 10-4000245 on June 23, 2010. Copies of these sign permits are attached as Exhibit A. The City hereby recognizes that these two sign permits were issued as placeholders and continue in effect due to lack of resolution of the Lawsuit, notwithstanding

language placed on the face of each permit making reference to the Lawsuit and the City's rights thereunder. Each permit is hereby modified to reflect the terms of this Agreement and will remain in effect as prescribed by this Agreement. Further, each of these two sign permits is hereby modified (1) by removing the language from the face of each permit relating to multiple message signs and (2) to allow each of the two signs to be constructed as back-to-back or "V" shaped signs operated consistent with the terms and conditions of this Agreement. Each sign face may be up to 14 feet by 48 feet in size. Each new sign pole shall be set back at least ten feet from the right of way and no part of the sign structure shall extend across the right-of-way. In the event a sign is constructed as a "V" shaped sign as that term is commonly understood in the outdoor advertising industry, the angle of the "V" shall not exceed sixty degrees. Notwithstanding the terms of the previously issued permits, the rights of Boardworks under each permit and under this Agreement shall be effective for three years after the date of this Agreement. Nothing herein shall require these signs to be constructed as LED electronic multi-message signs; at the election of Boardworks any sign face may be constructed as a tri-vision or static sign face.

(b)(i) The City acknowledges that Boardworks has constructed two signs consistent with subsection 4(a) at heights of 55 feet (Roberts Drive) and 50 feet (I-285 motel site).

(b)(ii) The parties acknowledge that the proposed location at 8603 Roberts Drive (Permit No. 10-04000245) is presently obstructed by trees on state GDOT right-

of-way and on Boardworks' property and that the proposed location at 5793 Roswell Road (behind the motel and oriented toward I-285) is obstructed by one or more trees. The City agrees to cooperate by allowing the removal of trees on Boardworks' property and the motel property (with the owner's consent) to make the signs visible to Ga. Hwy 400 and I-285 motorists at their present heights. Boardworks commits to make best efforts to obtain state and local permits to remove enough trees to allow these signs to be visible to motorists on Ga. Hwy 400 and I-285 at their present heights.

(b)(iii) In the event Boardworks is making best efforts to obtain state and city tree removal permits for the Roberts Drive sign, but has been unable to do so within the three years allowed hereby, the three year period will be extended day-by-day until the trimming permits are issued or entitlement to such permits has been finally adjudicated between Boardworks and the State of Georgia through timely litigation challenging the State's failure to issue the trimming permits. Following issuance of trimming permits, removal of the obstructing trees by GDOT voluntarily prior to the decision on Boardworks' trimming application or the conclusion of such tolling, upon issuance of the trimming permits ("Trimming Rights") in a manner allowing the signs to be visible from Ga. Hwy 400, Boardworks shall have sixty days in which to apply to the City for a permit to convert both sides of the sign to become a 14' X 48' electronic LED multmessage sign, which permit shall be granted so long as the height of the existing sign is not increased and proposed revision is consistent with the 2006 International Building

Code, with Georgia amendments. Provided, however, Boardworks may elect to exercise its conversion rights hereunder prior to receipt of the aforesaid Trimming Rights if it so desires. No further conversion rights exist for this sign.

(b)(iv) With respect to the static Boardworks sign located at 5793 Roswell Road, the City will allow either or both sides of the sign to be converted to utilize a 14' X 48' electronic LED multimessage display face at the discretion of Boardworks. The Boardwork sign authorized by this Paragraph may be erected as a static face sign and be converted to a 14' X 48' LED, provided that such conversion right is undertaken by separate permit application filed with the City. The conversion permit application must be filed within sixty days of this agreement for the west facing side and within three years of this agreement for the east facing side and shall be granted so long as the height of the existing sign is not increased and it is consistent with the 2006 International Building Code, with Georgia amendments. No further conversion rights exist for this sign.

(c) The rights of the Advertisers other than Boardworks are set forth in this subparagraph. These Advertisers (Action Outdoor Advertising JV, LLC; KH Outdoor, LLC; and Granite State Outdoor Advertising, Inc.) are hereinafter referred to as the "**Action Group**." The Action Group shall have the right to permanently construct, erect and maintain, repair, replace or rebuild up to eight new back-to-back or "V" shaped signs within the City. Signs may be erected utilizing LED sign faces unless prohibited or otherwise limited by restrictions contained in Exhibit B hereto. Each sign face may be up to 14 feet by 48 feet in

size unless otherwise limited within the PCID or by Exhibit B or C. The Action Group shall select among the parcels identified among the 10 nodes shown on Exhibit B attached hereto in determining where to erect, rebuild or convert these signs; provided however, for each of the 10 nodes, the number of signs permitted at such node shall be limited to the number provided on Exhibit B. Notwithstanding the Action Group's selection of location, only eight new signs may be built, rebuilt or converted by this group. The existing tri-vision billboard at Northridge Square (8290 Roswell Road) may be converted to LED provided its height, angle of direction and orientation is not changed, and, if converted, shall be counted toward the allocation of a total of eight signs. Each new sign pole shall be set back at least ten feet from the right of way and no part of the sign structure shall extend across the right-of-way. In the event a sign is constructed as a "V" shaped sign as that term is commonly understood in the outdoor advertising industry, the angle of the "V" shall not exceed sixty degrees. The Action Group and the City agree that actual height limits of the signs described by this Agreement shall be determined on a case by case basis with the party intending erection of each sign being present at the site where such sign is desired to be erected with a toggle stick or balloon to demonstrate visibility at various heights, provided the maximum height for each sign shall be as indicated on the node map attached as part of Exhibit "C" (OH means overall height measured from the ground at point of erection) or shown on the map incorporated as Exhibit C. Representatives of the Party and the City shall drive by the proposed location from

both directions, observing the measuring device. The lowest height that will provide for good visibility (for motorists on the primary roadway which the sign will be facing) of the sign unobstructed by structures or vegetation (or anticipated new vegetation growth within five years) shall be the height agreed upon. The City agrees to allow the removal or trimming of trees as necessary to allow both faces of the sign to be visible to motorists at a lower height. The LED component of any such sign shall be operated in accordance with the terms and conditions of this Agreement; provided, however, nothing herein shall require these signs to be constructed as LED electronic multi-message signs; at the election of Action Group any sign face may be constructed as a tri-vision or static sign face. Members of the Action Group shall be entitled to divide their rights under this subparagraph among themselves as they see fit.

(d) The City agrees to issue permits for the signs to be constructed by the Action Group (including any conversion of the existing Northridge Square sign as one of eight potential sites) in accordance with the provisions of this subparagraph. The Action Group must exercise its rights to these permits within forty-two months of the date of this Agreement. The Action Group shall elect the signs to be constructed among the locations identified on Exhibit B by providing the City written notice of such election on a sign-by-sign basis, with said notice to be executed by attorneys representing all parties of the Action Group. Said notice shall include all required contents and be in the format required for City sign permits, provided such notice and application shall not be required to include the

items set forth in subsections (4) (square footage of all signs on lot) or (10) (zoning information) of Section 8 (Application Content) of the current City sign ordinance or any superseding ordinance setting forth permit application requirements. In each notice and application, the Action Group shall make an election to construct each sign as LED (where permitted), tri-vision or static sign. In the event the Action Group obtains a permit for an LED sign, but subsequently chooses to erect a static face or tri-vision sign, it may do so, provided the permit is modified by the City, and there is no increase in overall height from that previously agreed to by the City. No election from static face upward toward LED or Tri-vision or from Tri-vision upward toward LED shall be permitted. Once erected, no alteration or re-configuration may thereafter be made of such sign, unless the City amends its sign ordinance and such conversion is otherwise permissible under the sign ordinance then in existence at the time of desired conversion. Upon receipt of such notification accompanied by all required documentation, within 10 business days the City will issue sign, building and electrical permits to allow the construction of a sign at the chosen location consistent with the terms and conditions of this Agreement. Each permit shall state that it is issued pursuant to this Agreement and in accordance with its terms and shall be effective for one year after the date of issuance. No permit fees shall be required for the issuance of these permits.

(e) Signs erected pursuant to this Agreement shall conform in all respects to Section 20 (Nonconforming Signs) of the City's current sign ordinance except

where specifically regulated or allowed by this Agreement. To the extent that LED lighting may be permitted on signs in the City, the parties are expected to conform their lighting to City standards, provided that LED lit signs shall be permitted to change their sign face no more often than every eight (8) seconds, so long as the change is accomplished at one time, without simulated movement, scrolling, fading, flashing or changes in lighting intensity. No subsequently city adopted hold time requirement limiting the rapidity of copy changes to longer than eight (8) seconds shall apply to the signs authorized by this Agreement, it being the intent of this Agreement to establish an eight (8) second standard for changes of messages on LED signs authorized by this Agreement. Notwithstanding the present or future provisions of city ordinances with respect to brightness, LED signs allowed hereby shall be in compliance as long as they operate at a brightness level at no more than 0.30 footcandles (under measurement conditions) above ambient light levels as measured at a distance of 250 feet. Maintenance standards for signs prescribed by City ordinance shall apply to all signs erected under this Agreement. Unless otherwise permitted by this Agreement, variance or the ordinances in effect at time of application, no sign erected pursuant to this Agreement shall be increased in height or size or converted to another format unless the proposed change is permitted by City ordinances then in effect. The change in sign face from one copy to another for either static or multi-message signs is not considered conversion to another format; and replacement of LED panels, tri-vision panels or static sign panels with a panel of the same type shall be

allowed without the need for a permit. However, a change from a static face to either tri-vision or LED sign or a change from tri-vision to LED sign is considered a change in format that can only be accomplished if the desired sign, as changed, is allowable under the City sign ordinance.

(f) To the extent that Advertisers are required to obtain permits from the Georgia Department of Transportation (GDOT) for the construction and alteration of these signs, the City agrees that prior to the issuance of City permits as provided above it will execute and deliver to Advertisers the GDOT standard application forms for outdoor advertising structures and mechanical or electronic multi-message structures within ten business days of the City's receipt thereof from Advertisers, accompanying each form with a statement that "the posting of this outdoor advertising sign is permitted pursuant to the terms of a legally binding settlement agreement between the City of Sandy Springs and the applicant" or containing similar language if requested by GDOT.

(g) Prior to the initial posting of the first advertising or other message on the signs allowed hereby, Advertisers shall provide the City a certificate from a licensed structural engineer certifying the safety of the sign and sign structure. Footing inspections may be performed by a licensed engineer in lieu of a City inspector. In the event a licensed engineer is utilized in lieu of City inspector, such licensed engineer shall meet all requirements under state law for private inspectors utilized for public inspection functions and shall perform such duties required of private inspectors pursuant to state law and local ordinances.

(h) The rights granted hereunder are for the sole benefit of Advertisers and their successors and assigns and no rights shall inure hereunder to the landowners on which the signs described herein shall exist, unless any of the parties are presently or shall become the landowners (or easement owners) of the tracts on which the signs shall be erected.

(i) Any sign erected within the Perimeter Community Improvement District (PCID), except for signs fronting on and oriented toward I-285 or Georgia 400, shall be subject to size, height, and design limitations shown on Exhibit E attached hereto.

5.

The terms and conditions of this Agreement are contingent upon (i) the Advertisers receiving permits required by the Georgia Department of Transportation to allow the modification, construction and operation of the signs described in paragraph 4 above, and (ii) this Agreement remaining in full force and effect. If Boardworks takes reasonable efforts to obtain any necessary state sign permits for the signs allowed hereby within the three year period described in paragraph 4(a) above; and if the Action Group takes reasonable efforts to obtain any necessary state sign permits for the signs allowed hereby within the forty-two month period described in paragraph 4(d) above, but the issuance of same is delayed by timely court proceedings to obtain State permits, the aforesaid three year and/or forty-two month deadlines shall be tolled day for day from date of filing suit to date of final decision.

6.

The City acknowledges and understands that the Action Group will be contacting the landowners (and perhaps their tenants and mortgagees) at the locations described on Exhibit "B," seeking to enter into leases or agreements with them. The City, its officials, officers, agents, employees and attorneys agree not to contact the landowners (or their tenants or mortgagees) at these locations for the purpose of discouraging them from leasing their tracts to the Action Group (or otherwise giving consent) for the signs allowed hereby.

7.

This Agreement sets forth all, and is intended to be an integration of all, of the covenants, promises, agreements, warranties and representations among the Parties hereto, and, other than as expressly set forth herein, there are no covenants, promises, agreements, warranties, representations or other understandings, oral or written, express or implied, among the Parties relating to any and all disputes that exist or might exist between the Parties. This Agreement constitutes the entire Agreement between them. This Agreement may only be amended by a written instrument executed by all parties.

8.

Where there is a conflict between restrictions on Exhibit B and Exhibit C, Exhibit B shall prevail and control.

9.

This Agreement represents the compromise of doubtful claims and is not an admission of liability by any Party.

10.

This instrument may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged among the Parties.

11.

No presumption against or in favor of any Party or person shall apply due the drafting of this documents.

12.

This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Any suit brought to enforce any provisions of this Agreement must be brought in the courts of Fulton County, Georgia.

13.

Each of the Parties hereby warrants to the other Parties that the undersigned have the authority to execute this Agreement and to bind the respective Parties to this Agreement.

14.

Advertisers may assign their rights hereunder, provided any permit sought by an assignee shall require the attorney certification provided for by Section 4(b) of this Agreement.

15.

The rights of Advertisers established herein are limited to the express terms of this Agreement. Failure to erect the total number of signs authorized within the deadlines provided by this Agreement constitutes a waiver of any further right to additional signs pursuant to this Agreement. Specifically, Advertisers waive entitlement to any sign not

erected by the express deadline governing that sign, and for which no tolling exists. Signs erected pursuant to this Agreement are regulated by this Agreement where such regulations are specified. In all other respects such signs shall be considered nonconforming signs under the City's sign ordinance and shall be subject to regulation as such.

16.

This Agreement represents the Agreement of the Parties in compromise of their disputed claims, notwithstanding that it may conflict with existing City ordinances governing signs. To the extent of conflict between this Agreement and City sign ordinance regulations, the provisions of this Agreement shall prevail and be controlling.

17.

In the event the Georgia Department of Transportation denies State permits for any of the permissible locations under this Agreement, the Advertisers shall attempt to utilize other remaining allowable locations under this Agreement, it being the intent of the Parties that the number of locations identified by this Agreement as permissible locations provides sufficient flexibility to the Advertisers to secure the allowable number of signs, even if any particular location is unacceptable to Georgia DOT.

[Signature begin on next page]

The undersigned have hereunto set their hands and seals as of the date set forth above.

ACTION OUTDOOR ADVERTISING JV, LLC

By: _____

Title: Manager _____

KH OUTDOOR, LLC

By: _____

Title: Manager _____

GRANITE STATE OUTDOOR
ADVERTISING, INC.

By: _____

Title: _____
(CORPORATE SEAL)

BOARDWORKS OUTDOOR ADVERTISING
COMPANY, INC.

By: _____

Title: _____
(CORPORATE SEAL)

CITY OF SANDY SPRINGS, GEORGIA

By: _____
EVA GALAMBOS, Mayor

Attest:

City Clerk

(CITY SEAL)

Approved as to form:

Wendell K. Willard, City Attorney
K:\2605\55\Settlement Agreement (Sandy Springs).8.30.12.doc

EXHIBIT A

This Permit is being issued in accordance with the order of the Fulton County Superior Court dated May 27, 2010, filed May 27, 2010, in Case Number: 2005-CV-109777. The permit is based upon the original application for this location filed with Fulton County, Georgia and is limited to the terms thereof. This Permit is being issued by the City pursuant to the direct order of the Court. The City expressly protests the issuance of the Permit and reserves any and all right of review allowable under the law regarding the Order and this Permit. This Permit is subject to the continued court proceedings in the above referenced action, if any, and may be revoked upon proper order of the Court.



DEPARTMENT OF COMMUNITY DEVELOPMENT
7840 ROSWELL ROAD
SUITE 500
SANDY SPRINGS GEORGIA 30350
TEL 770-730-5600 * 770-393-0244 FAX

Multiple Message Type - Electronic sign requested in the 06/03/10 application; (not consistent with the original 09/30 application filed with Fulton County, Georgia and (2) was not allowed by law at the time the original 09/30/05 application request for Multiple Message Type Electronic sign is denied.

SIGN PERMIT NUMBER 10-04000244

ADDRESS: 5793 Roswell Rd

DATE ISSUED: 06/23/10

NAME OF BUSINESS: BOARDWORKS OUTDOOR ADVERTISING

OWNER: PHP Properties Inc
PHONE:

CONTRACTOR: Boardworks Outdoor Advertising
PHONE: (404) 223-1161

Beginning date: N/A

Ending date: N/A

Decal
SGB10-0997

Sign Type Billboard
Sign Area 672 Sq Ft
Sign Height 200 Ft

Employee's signature P. Ruggie Date 06/23/10

This permit expires if work is not started within six months of issue
Decal must be attached to the billboard structure at a level visible to the staff of City of Sandy Springs staff

Georgia Department of Transportation
25 Kennedy Dr.
Forest Park, GA 30297
Local Government Certification for Outdoor Advertising

Part 1.

I hereby certify that the (City of) (County of) SANDY SPRINGS
(Check all that apply):

- Has a zoning plan and ordinances dated 04/20/10.
- Does not have a zoning plan and ordinances.
- Has other land use controls or ordinances. Please specify _____
- Has a sign ordinance dated 04/20/10 separate from any zoning or land use plan.
- Has a sign ordinance which requires sign spacing of more than 500', size or height limits, or includes the "1-95 plan".
Please specify ARTICLE 33 OF THE CITY OF SANDY SPRINGS ZONING ORDINANCE
- Has no sign controls of any kind.

Part 2.

Current zoning of the parcel where the sign is to be located C-2
Approved uses for this zoning type COMMERCIAL
Date of MOST RECENT zoning of this parcel 1969
Previous zoning of this parcel C-1, R-5

~~I, _____, a duly qualified official of the city/county of _____, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described on the attached application and find the sign is to be located in an area appropriate for such structures and is in compliance with all local laws, ordinances or regulations. I further understand that in evaluating any application for an Outdoor Advertising permit GDOT does not review for compliance with local ordinances and that any such permit issued by GDOT is not a building permit.~~

This the 23 day of JUNE, 2010.

[Signature]
Authorized Official Signature

ASSISTANT DIRECTOR
Title

* SEE ATTACHED SIGN PERMIT # 10-14100244

**GEORGIA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR MULTIPLE MESSAGE SIGN**

"Multiple Message" sign means, a sign, display, or device, which changes the message or copy of the sign electronically or mechanically by movement or rotation of panels or slats. O.C.G.A. §32-6-71

DOI permit number _____
Check here if this application is to change the multi-message type for an already permitted multiple message sign

APPLICANT:
 Applicant: BANDY SPRINGS AUTOVA/John MacLean Landowner: PETE PATEL (PATE PROPERTIES)
 Address: 3500 LENOX BLVD. SUITE 500 Address: 5793 ROBINSON ROAD
ATLANTA, GA 30326 Phone: ATLANTA, GA 30329
 Phone: (404) 964-4778 Phone: (404) 252-6400

SIGNATURE OF APPLICANT OR AGENT: [Signature]

All Signs:
 Sign Location: _____
 State Route 407, on the N/S / N/W side of the roadway at milepost 25, City of East Spalding, County of Fulton Georgia.

Sign Description:
 Multiple Message type: Mechanical _____ Electronic
 Number of Faces: 2 Size of Faces: 14' x 48'
 Configuration: Single Face _____ Back-to-Back _____ Side by Side _____ V-Type
 Number of faces to be Multiple Message: 2 Direction(s) Multiple Message Signs will be viewed from: East & West

Electronic Signs Only:
 After Hours contact: Name John MacLean Phone: (404) 964-4778

Local Government Approval:
 [FOR CITY OR COUNTY USE ONLY]

I hereby certify that the City or County of East Spalding allows the type multiple message sign (mechanical or electronic) provided all zoning requirements are met at the time application for building permit is submitted. (PP)

Name of Authorized Official: _____
 Signature of Authorized Official: [Signature] Multiple Message Type - Electronic sign as requested in the 08/03/10 application
 Title of Authorized Official: ASST. DIR. (1) is not consistent with the original 09/30/05 application filed with Fulton
 City of BANDY SPRINGS County of FULTON County, Georgia, and (2) was not allowed by law at the time of the original
 09/30/05 application. The request for Multiple Message Type - Electronic sign is denied. (PP)

Departmental Approval:
 [FOR DEPARTMENT USE ONLY]

Approval for Multiple Message Sign:
 Note: This is not a building permit. Nothing in this permit shall be construed to abrogate or affect any lawful ordinance, regulation or resolution which is more restrictive than State Law as it pertains to the structure permitted. (O.C.G.A. 32-6-97) In the event this multiple message application is approved, all work must be completed within twelve (12) months from the date of approval, and the underlying outdoor advertising permit must also be kept in good standing during the entire twelve (12) month period.

Effective Date _____

 Maintenance Activities Engineer Outdoor Advertising Control Manager

Permit is being issued in accordance with the Order of the Fulton County Superior Court dated May 27, 2010, filed May 27, 2010, in Case Number 2005-CV-17. The Permit is based upon the original application for this location filed with Fulton County, Georgia and is limited to the terms thereof. This Permit is being issued by the City pursuant to the direct order of the Court. The City expressly reserves the issuance of the Permit and reserves any and all right of review and appeal under the law regarding the Permit and this Permit. This Permit is subject to the continued court proceedings in the above-referenced action, if any, and may be revoked upon proper order of the



DEPARTMENT OF COMMUNITY DEVELOPMENT
7840 ROSWELL ROAD
SUITE 500
SANDY SPRINGS GEORGIA 30350
TEL 770-730-5600 * 770-393-0244 FAX

Multiple Message Type - Electronic sign as requested in the 06/03/10 application: (1) is not consistent with the original 09/30/05 application filed with Fulton County, Georgia, and (2) was not allowed by law at the time of the original 09/30/05 application. The request for Multiple Message Type - Electronic sign is denied.

SIGN PERMIT NUMBER 10-04000245

ADDRESS: 8603 Roberts Dr

DATE ISSUED: 06/23/10

NAME OF BUSINESS: BOARDWORKS OUTDOOR ADVERTISING

OWNER: Boardworks Outdoor Advertising
PHONE: (404) 223-1161

CONTRACTOR: Boardworks Outdoor Advertising
PHONE: (404) 223-1161

Beginning date: N/A

Ending date: N/A

Decal
SGB10-0998

Sign Type Billboard
Sign Area 672 Sq Ft
Sign Height 200 Ft

Employee's signature

Date 06/23/10

This permit expires if work is not started within six months of issue
Decal must be attached to the billboard structure at a level visible to the staff of City of Sandy Springs staff.

**GEORGIA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR MULTIPLE MESSAGE SIGN**

"Multiple Message" sign means, a sign, display, or device, which changes the message or copy of the sign electronically or mechanically by movement or rotation of panels or slats. O.C.G.A. §32-6-71

DOT permit number _____
Check here if this application is to change the multi-message type for an already permitted multiple message sign

APPLICANT:

Applicant: BOARD WORKS Outdoor Advertising Landowner: LARRY APPEETS PAPERBYES LLC
Address: 3500 LEMAY ROAD SUITE 500 Address: 3500 LEMAY AVENUE - SUITE 500
ATLANTA, GA 30326 Phone: ATLANTA, GA 30326
Phone: 404-223-1101 Phone: 404-964-4718

SIGNATURE OF APPLICANT OR AGENT:

All Signs:
Sign Location:
State Route 400, on the N IS/EI side of the roadway at milepost 13, City of Sandy Springs County of FULTON Georgia.

Sign Description:

Multiple Message type: Mechanical _____ Electronic
Number of Faces: 2 Size of Faces: 18' x 48'
Configuration: Single Face _____ Back to Back _____ Side by Side _____ V-Type
Number of faces to be Multiple Message: 2 Direction(s) Multiple Message Signs will be viewed from: NORTH: SOUTH

Electronic Signs Only:

After Hours contact: Name WEEF MULLIN Phone: (404) 964-4718

Local Government Approval:

[FOR CITY OR COUNTY USE ONLY]

I hereby certify that the (City or County of) _____ allows this multiple message sign (mechanical or electronic) provided all zoning requirements are met at the time application for building permit is submitted. (PR)

Name of Authorized Official:

Signature of Authorized Official: [Signature] Multiple Message Type - Electronic sign as requested in the 06/03/10 application
Title of Authorized Official: HEAT DIBO (1) is not consistent with the original 09/30/05 application filed with Fulton
City of SANDY SPRINGS County of FULTON County, Georgia, and (2) was not allowed by law at the time of the original
09/30/05 application. The request for Multiple Message Type - Electronic sign is denied. (PR)

Departmental Approval:

[FOR DEPARTMENT USE ONLY]

Approval for Multiple Message Sign

Note: This is not a building permit. Nothing in this permit shall be construed to abrogate or affect any lawful ordinance, regulation or resolution which is more restrictive than State Law as it pertains to the structure permitted. (O.C.G.A. 32-6-97) In the event this multiple message application is approved, all work must be completed within twelve (12) months from the date of approval, and the underlying outdoor advertising permit must also be kept in good standing during the entire twelve (12) month period.

Effective Date _____

Maintenance Activities Engineer

Outdoor Advertising Control Manager

+EXHIBIT B

Sandy Springs Location Pool*

Node #1—ROSWELL ROAD NORTH (2 signs permitted)

8765 Roswell Road—Mimms Shopping Center

8763 Roswell Road—BP Station (Convert/rebuild existing sign)

8879 Roswell Road—North River Tavern (Convert/rebuild existing sign)

200 Hanover Park road—SW corner—presently vacant

If either existing billboard at the BP Station or North River Tavern were converted to LED, height would have to be maintained at current level.

Any new sign would also be subject to existing height limits at that node. If an existing sign is converted to LED, it will count as one of the eight allowed signs.

Node #2—DUNWOODY PLACE (2 signs permitted)

8300 Dunwoody Place—Hightower Center (sign location along Dunwoody Place no closer to Hightower Trail than 240 feet, as measured along r-o-w of Dunwoody Place).

8601 Dunwoody Place—Northridge Business Park

8825 Dunwoody Place—Dunwoody Place Shopping Center

Node #3—NORTHRIDGE (2 signs permitted—all signs must be oriented toward Northridge)

8325 Roswell Road—Exxon station (placed a minimum of 125 feet from the back of curb of Roswell Road)

8295 Roswell Road—Chevron station (placed a minimum of 125 feet from the back of curb of Roswell Road)

8290 Roswell Road –Northridge square (convert/rebuild existing tri-vision sign same location and height as existing sign.)

350 Northridge Road—Northridge Colonnade

If the 8290 Roswell Road sign is converted to LED, it will count as one of the eight allowed signs.

Node #4—ROSWELL ROAD AND ABERNATHY (1 signs permitted—sign must be oriented toward Abernathy)

6595 Roswell Road—Abernathy Square Shopping Center (east end of Abernathy Road frontage and will be built as a back to back structure rather than as a V-shaped structure)

6650 Roswell Road—Mimms Shopping Center (Abernathy Road frontage)

Node #5—SR 400 and HAMMOND DRIVE (1 sign permitted)

6045 Barfield Road—Cousins property

6095 Barfield Road—“for sale” building (next to 6045)

6255 Barfield Road—office complex

6285 Barfield Road—office complex

Node #6—I-285 E/O Ga. Hwy. 400 (1 sign permitted)
1150 Lake Hearn Drive—medical building
1200 Lake Hearn Drive—office building

Node #7—SR 400 and ABERNATHY (1 sign permitted)
300/400 Embassy Row
E/S SR 400 just N/O Abernathy—MARTA
E/S SR 400 N/O Embassy Row—MARTA (if not directly adjacent to apartments)

Node #8—I-285 and NORTHSIDE DRIVE (2 signs permitted)
5565 New Northside Drive—Vet's property
6345 Powers Ferry Road—Crowne Plaza
5565 Northside Drive—Waffle House (leased property)

Node #9—HOLCOMB BRIDGE @ SPALDING (2 signs permitted)
7800 Spalding Drive @ Holcomb Bridge Road—Shell station
7820 Holcomb Bridge—Ideal jewelry & Pawn (convert/rebuild existing sign)
7780 Spalding Drive—Firestone
7700 Spalding Drive—Selig Shopping Center (toward center of site)

If an existing sign is converted to LED, it will count as one of the eight allowed signs.

Node #10—ABERNATHY and MT. VERNON ROAD (1 sign permitted)
NW corner of Abernathy and Mt. Vernon (subway station) owned by MARTA
SE corner of Abernathy and Mt. Vernon road (vacant) owned by MARTA

*This list is subject to an overall limitation of 8 signs. Regardless of the number of signs permitted by node, once eight signs are applied for and approved, no further signage will be erected under this agreement. Heights will be determined on a case by case basis per agreement but are limited to those overall height limits shown on Exhibit C.

Georgia Department of Transportation
25 Kennedy Dr.
Forest Park, GA 30297
Local Government Certification for Outdoor Advertising

Part 1.

I hereby certify that the (City of) (County of) SANDY SPRINGS
(Check all that apply):

- Has a zoning plan and ordinances dated 04/20/10.
- Does not have a zoning plan and ordinances.
- Has other land use controls or ordinances. Please specify _____
- Has a sign ordinance dated 04/20/10 separate from any zoning or land use plan.
- Has a sign ordinance which requires sign spacing of more than 500', size or height limits, or includes the "I-95 plan".
Please specify ARTICLE 33 OF THE CITY OF SANDY SPRINGS ZONING ORDINANCE
- Has no sign controls of any kind.

Part 2.

Current zoning of the parcel where the sign is to be located M-1

Approved uses for this zoning type LIGHT INDUSTRIAL

Date of MOST RECENT zoning of this parcel 1979

Previous zoning of this parcel R-2, A

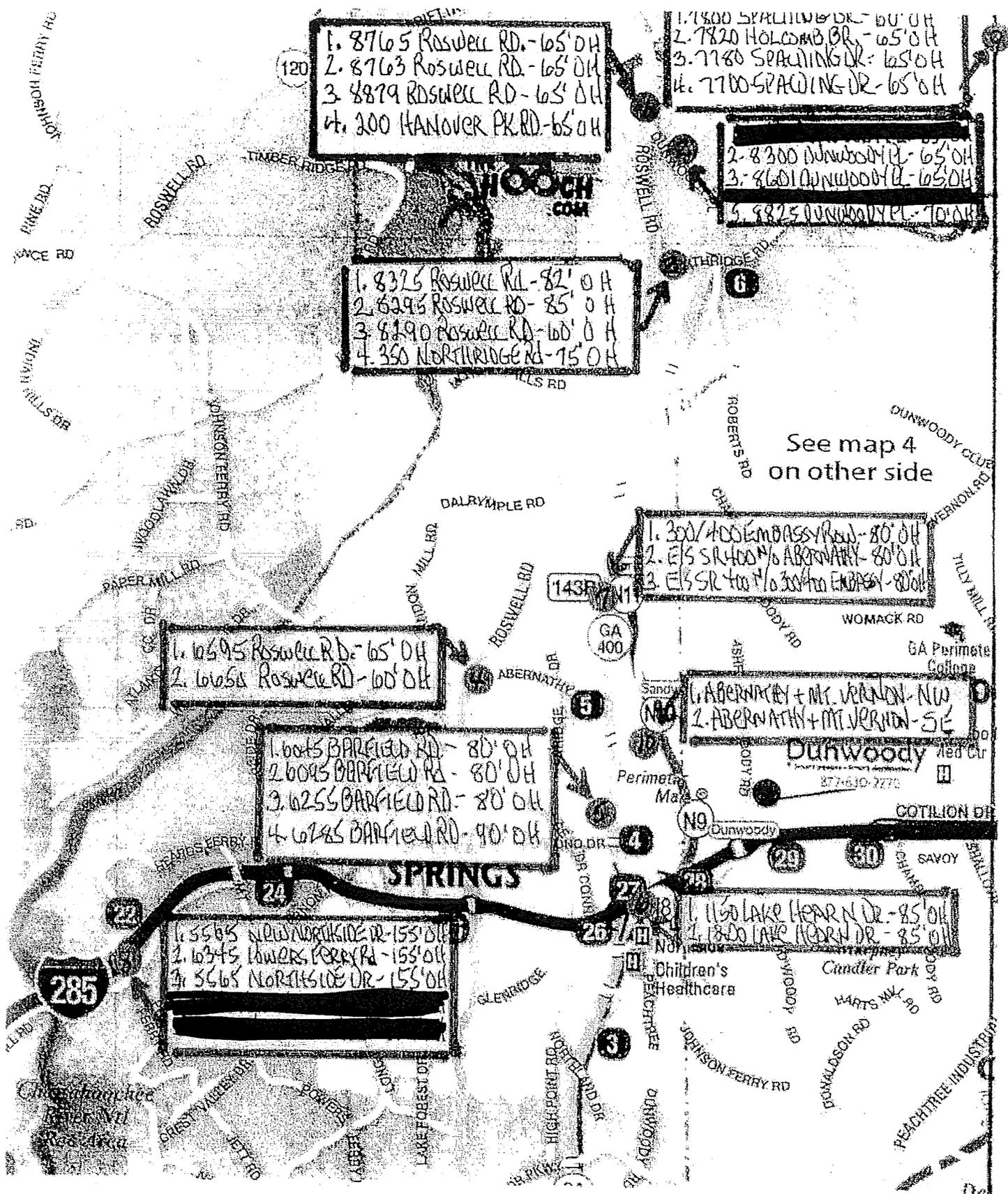
~~I, _____, a duly qualified official of the city/county of _____, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described on the attached application and find the sign is to be located in an area appropriate for such structures and is in compliance with all local laws, ordinances or regulations. I further understand that in evaluating any application for an Outdoor Advertising permit GDOT does not review for compliance with local ordinances and that any such permit issued by GDOT is not a building permit.~~

This the 23 day of JUNE, 2010.

P. R. [Signature]
Authorized Official/Signature

ASSISTANT DIRECTOR
Title

*SEE ATTACHED SIGN PERMIT # 10-04000245



- 120
1. 8765 Roswell Rd. - 65' 0A
 2. 8763 Roswell Rd. - 65' 0A
 3. 8879 Roswell Rd. - 65' 0A
 4. 200 Hanover Pk. Rd. - 65' 0A

1. 7800 Spaulding Dr. - 65' 0A
2. 7820 Holcomb Dr. - 65' 0A
3. 7780 Spaulding Dr. - 65' 0A
4. 7700 Spaulding Dr. - 65' 0A

2. 8300 Dunwoody Pl. - 65' 0A
3. 8601 Dunwoody Pl. - 65' 0A
5. 8825 Dunwoody Pl. - 70' 0A

1. 8325 Roswell Rd. - 82' 0A
2. 8295 Roswell Rd. - 85' 0A
3. 8190 Roswell Rd. - 60' 0A
4. 350 Northridge Rd. - 75' 0A

See map 4
on other side

1. 300/400 E Monrossy Blvd - 80' 0A
2. ELS SR 400 N/A ABERNATHY - 80' 0A
3. ELS SR 400 N/A 300th E ABERNATHY - 80' 0A

1. 6595 Roswell Rd. - 65' 0A
2. 6665 Roswell Rd. - 60' 0A

1. 6045 Barfield Rd. - 80' 0A
2. 6095 Barfield Rd. - 80' 0A
3. 6255 Barfield Rd. - 80' 0A
4. 6285 Barfield Rd. - 90' 0A

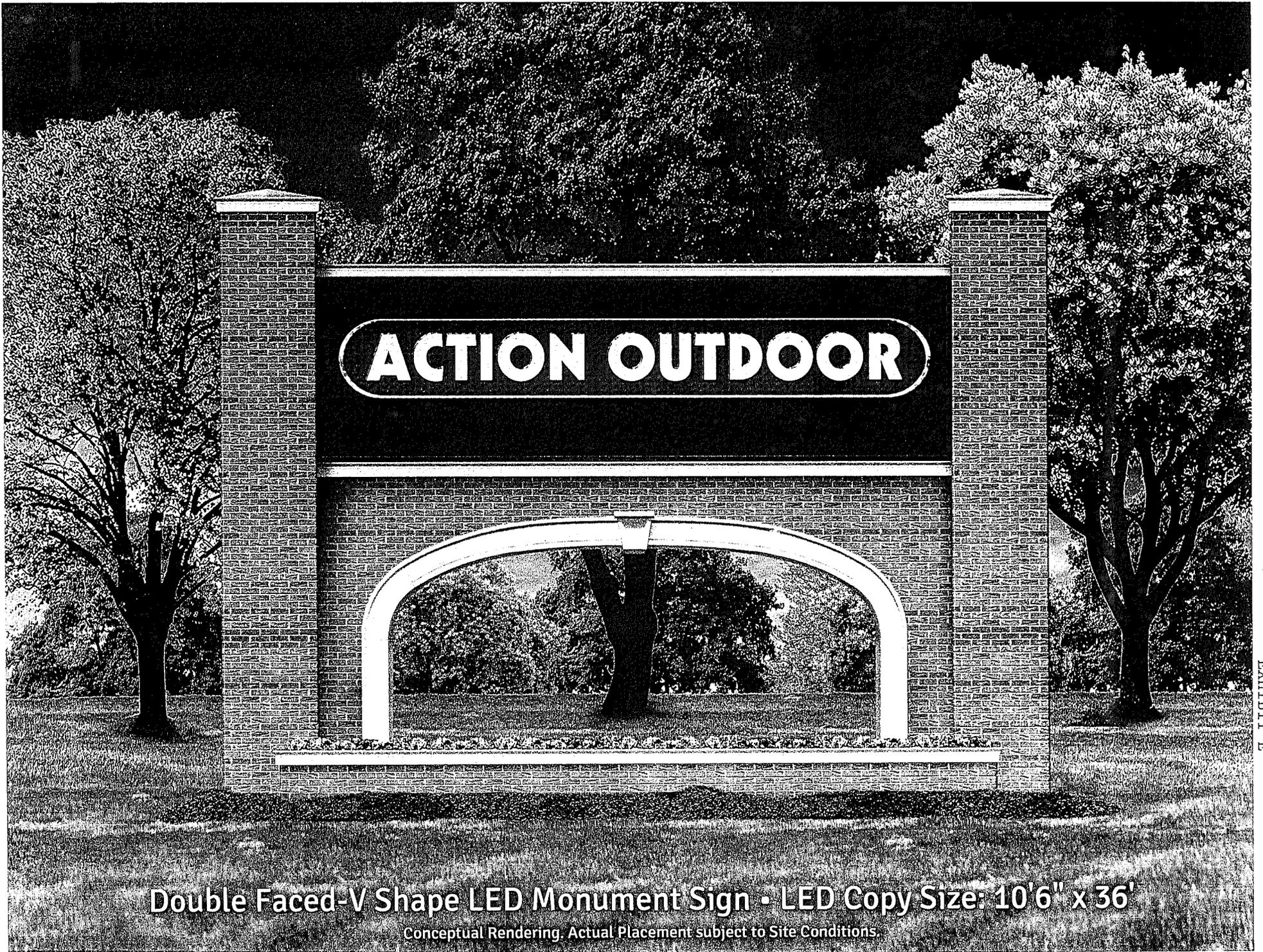
1. ABERNATHY + Mt. Vernon - NW
2. ABERNATHY + Mt. Vernon - SE

Dunwoody
377-630-7778

1. 5565 New Northside Dr. - 155' 0A
2. 6345 Powers Ferry Rd. - 155' 0A
3. 5665 Northside Dr. - 155' 0A

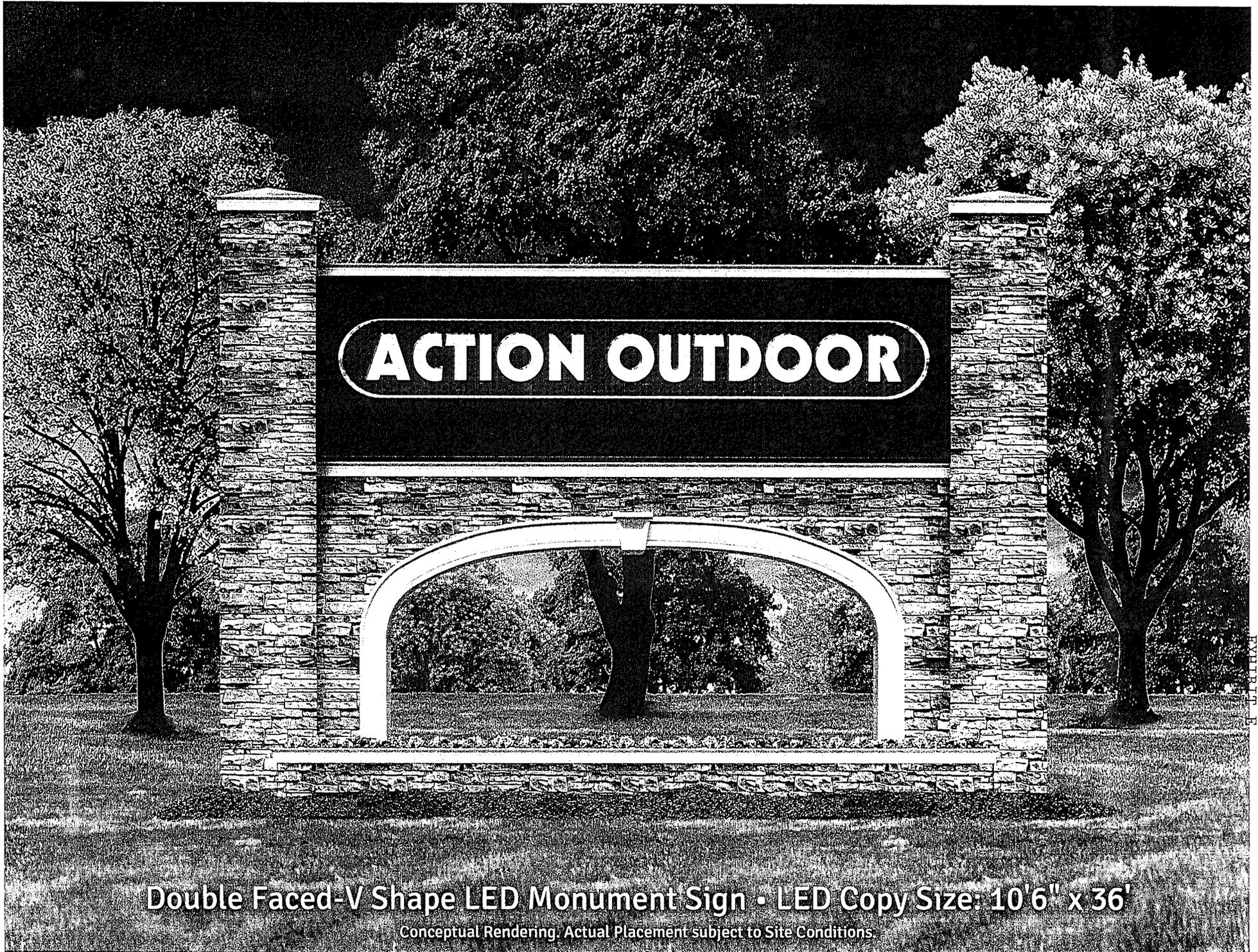
1. 1150 Lake Heron Dr. - 85' 0A
2. 1300 Lake Heron Dr. - 85' 0A

EXHIBIT C



Double Faced-V Shape LED Monument Sign - LED Copy Size: 10'6" x 36'

Conceptual Rendering. Actual Placement subject to Site Conditions.



Double Faced-V Shape LED Monument Sign - LED Copy Size: 10'6" x 36'

Conceptual Rendering. Actual Placement subject to Site Conditions.