



Planning and Zoning Commission
Agenda

Tuesday, October 1, 2024
at 7:00 p.m.

Location: 56 SW Malone St Fairburn, GA 30213

A. Call to Order

B. Determination of a Quorum

C. Pledge of Allegiance

D. Approval of the Meeting Agenda

E. Approval of the Meeting Minutes

1. Approval of the September 2024- Regular Meeting Minutes

F. Public Comments

G. Old Business

H. Public Hearings

1. Variance

Applicant: OutFront Media, LLC c/o Scott W. Peters

Property Location: 0 Senoia Road (Parcel ID # 09F070300320288)

Requests: To reduce the Distance Requirement of Electronic/Digital Billboard to Any Other Billboard on the Same Side of Street Frontage from 1,000' to 530' (Chapter 80 Zoning, Article XII Sign Regulations, Section 431 Regulated signs, b Non-residential allowable signs, 4 Billboards and electronic or digital billboards allowed, B Electronic or digital billboards, 8).

2. Variance

Applicant: Vida Fairburn Development

Property Location: Senoia Rd (Parcel ID # 09f020300080267)

Requests:

- To reduce the C-2 Buffer from 50' to 15' (Chapter 80 Zoning, Article X Buffers and Open Space, Section 372 District buffer standards).
- To reduce the Minimum Parking Spaces from 630 to 436 (Chapter 80 Zoning, Article IX Off-Street Parking, Loading, and Landscape Requirements, Section 337, b schedule, 1 and 2).
- To reduce the Minimum Brick on the Front Façades from 100% to 40% and on the Side and Rear Façades from 51% to 40% (Chapter 80 Zoning, Article II Zoning Districts, Division 2 District Regulations, Section 90 Georgia Highway 74 Overlay Zoning District, f Architectural design standards, 2 guidelines, a and b).
- To increase the Maximum Building Height from 48' to 60' (Chapter 80 Zoning, Article II Zoning Districts, Division 2 District Regulations, Section 84 C-2 General Commercial Zoning District, Building height and form).
- To reduce the 100-foot (retail and commercial services) buffer abutting south AG parcel. Missing 40-foot (office) buffer abutting south AG parcel.
- To reduce the 45-foot (office and residential) buffer facing Highway 74.
- To reduce the 35-foot (retail and commercial services) buffer facing Highway 74.

I. New Business

1. Text Amendment -Future Land Use Amendment

Applicant: LaTasha McCoy

Requests: To allow for the permitted use of automobile brokerage offices (no vehicles on-site, administrative use only) (Chapter 80 Zoning, Article II Zoning Districts, Section 80 O&I Office Institutional Zoning District, c Permitted uses).

J. Other Business

K. Adjournment



Planning and Zoning Commission
Meeting Minutes
City Hall: 56 Malone Street,
Fairburn, GA 30213
Tuesday, September 3, 2024
7:00 p.m.

LaVone Deavers, Chair
Jason Jones, Vice Chair
Michelle James
Elizabeth Echols
Tony Smith

Planning Director: Denise Brookins
Planner: Chancellor Felton
City Attorney: Valerie Ross

-
- A. Call to Order:** The meeting was called to order at 7:00 pm by Chairwoman Deavers.
 - B. Determination of a Quorum:** A quorum was determined, and the meeting proceeded.
 - C. Pledge of Allegiance**
 - D. Approval of the Meeting Agenda:**
 - 1. Commissioner James made a motion to approve the agenda. Vice Chairman Jones seconded.
THE MOTION CARRIED.
 - E. Approval of the Meeting Minutes:**
 - 1. Commissioner Echols made a motion to approve the August 6, 2024, minutes. Commissioner Smith seconded.
THE MOTION CARRIED.
 - F. Public Comments:**
 - 1. Chairwoman Deavers opened the floor to general, public comments.
 - 2. Chairwoman Deavers closed the floor to general, public comments.
 - G. Old Business:**
 - 1. **Text Amendment**
Applicant: Safeguard Landfill Management c/o Henry Bailey
Text Amendment- Section 80-220(b)(11). The applicant requests to delete and replace Section 80-220(b)(11)
Applicant unresponsive. Item removed from this and future agenda.
 - 2. **Use Permit**
Applicant: Safeguard Landfill Management c/o Henry Bailey
Request the expansion of the C&D Landfill Parcel ID: 07-260001540892, 7700 Roosevelt Hwy, Parcel ID: 07-260001350359, Bishop Rd Parcel ID: 07-260001540736, Bishop Rd, Parcel ID: 07-260001540744, Bishop Rd, Parcel ID: 07-260001540751, Bishop Rd Parcel ID: 07-290001551516, 6905 B Roosevelt Hwy, Parcel ID: 07-260001540876, Bishop Rd, Parcel ID: 07-290001551557,

Roosevelt Hwy, Parcel ID: 07-290001551540, Roosevelt Hwy, Parcel ID: 07-290001551185, 7700 Bishop Rd

Applicant unresponsive. Item removed from this and future agenda.

H. Public Hearings:

1. Variance

Applicant: Big Dan's Car Wash LLC

Requests: To reduce the Distance Requirement of Signage to Right-of-Way from 15' to 12' and to reduce the Distance Requirement of Signage to any other Signage, Structure, or Building from 40' to 18' (Chapter 80 Zoning, Article XII Sign Regulations, Section 431 Regulated signs, b- Non-residential allowable signs, 1-Freestanding and monument signs, f

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Vice Chairman Jones asked what exactly the plans for the I-80/Highway 74 (Senoia Road) GDOT project are. Planner Felton referred the question to Director Thompson of the Public Works Department. Vice Chairman Jones asked for specifics on the sign relocation. Planner Felton explained that due to the current regulations, the applicant would need relief from the distance requirements to successfully keep their sign.
- c. Commissioner James asked which sign is being relocated. Planner Felton stated the freestanding sign by the road.
- d. Commissioner Smith asked how close this car wash is to the existing car wash. The other commissioners stated that the agenda item is about the existing car wash.
- e. Commissioner Echols asked does the sign in question has electronic running boards. The other commissioners answered yes.
- f. Vice Chairman Jones asked if the text amendment regarding signs which will be discussed later will allow for businesses to not go through such an extensive process just to move their signs. Planner Felton said yes.

Vice Chairman Jones made a motion to open the public hearing. Commissioner James seconded.

THE MOTION CARRIED.

- a. The applicant was absent. No comments were made.

Vice Chairman Jones made a motion to close the public hearing. Commissioner Smith seconded.

THE MOTION CARRIED.

Vice Chairman Jones made a motion to **APPROVE**. Commissioner James seconded.

THE MOTION CARRIED.

I. New Business:

1. Rezoning and Concurrent Variance

Applicant: Portman Residential, LLC

Address: Highway 74/Senoia Road and Meadow Glen Parkway., Parcel No. 09F020100121014 and Parcel #09F070000271062

Request to rezone the subject parcels from PD (Commercial) to PD (Commercial and Multifamily) and to reduce the parking requirements, Sec. 80-337.

- a. Chairwoman Deavers introduced the case. Denise Brookins presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.

- b. Commissioner James asked how did the proposed unit count come about if the existing regulations does not allow for such a high unit count. Director Brookins stated that the rezoning will allow for such. Attorney Ross stated that since the rezoning from PD (commercial) to PD (commercial and multifamily) is being proposed, new regulations will allow for such.
- c. Vice Chairman Jones asked about the initial unit count. Director Brookins answered that the applicant modified their plans.
- d. Commissioner James inquired on the location of the retail space. Director Brookins stated that the retail space will be located by Highway 74.
- e. Vice Chairman Jones asked if the multifamily building would be off of Meadow Glen Parkway. Director Brookins said yes.
- f. Commissioner Smith asked if the new development will have impacts on the existing neighborhood. Director Brookins said definitely, but there are buffer requirements, traffic control measures, and design standards to mitigate any negative impacts.
- g. Vice Chairman Jones asked if this is not approved, could a gas station be on the land. Director Brookins stated yes. If approved, a gas station would not be allowed.
- h. Commissioner Echols asked if a gas station would be allowed. Director Brookins stated no.
- i. Vice Chairman Jones asked if there was a list of prohibited land uses. Director Brookins said yes.
- j. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- k. Commissioner James asked how many restaurants would there be and the type. The applicant said sit-down restaurants and they do not know the exact number at this stage.
- l. Vice Chairman Jones asked if the utilities would be underground. Director Brookins said yes.
- m. Commissioner Smith asked for the price range of the units. The applicant said \$1,600 for a one-bedroom and \$2,200 for a two-bedroom.
- n. Vice Chairman Jones asked if the apartments would be Class A. The applicant said yes.
- o. Commissioner Smith asked how big the units would be. The applicant said 775 square feet for the one-bedrooms and 1,150 square feet for the two-bedrooms.
- p. Commissioner Smith asked if the square footage is consistent with the market today.
- q. Vice Chairman Jones thanked Staff for the traffic study.

Commissioner James made a motion to **APPROVE**. Vice Chairman Jones seconded.

THE MOTION CARRIED.

2. Text Amendment

Request to review regulations regarding amendments to the Future Land Use Map.

- a. Chairwoman Deavers introduced the case. Denise Brookins presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Vice Chairman Jones asked if this text amendment is for a formal process for future land use designation changes. Director Brookins said yes.

Vice Chairman Jones motioned to **APPROVE**. Commissioner Smith seconded.

THE MOTION CARRIED.

3. Text Amendment

Request to review new regulations for the nonconforming signs.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Vice Chairman Jones asked if this text amendment is exclusive to the Highway 74 Overlay District or is it city-wide. Director Brookins said city-wide.
- c. Vice Chairman Jones asked if there is anything in the works to get nonconforming signs into compliance. Director Brookins stated that we have to be careful about regulating signs to avoid violating First Amendment rights.

Commissioner James motioned to **APPROVE**. Commissioner Smith seconded.

THE MOTION CARRIED.

J. Other Business:

1. Vice Chairman Jones inquired about the text amendment for 337 Bay Street. Director Brookins explained that the applicant withdrew their application and was able to acquire a business license through legal documentation of grandfathering their legally nonconforming use. Vice Chairman Jones asked if the conditions in the text amendment would apply. Director Brookins said no, but they will have to adhere to the Property Maintenance Code.
2. Director Brookins said that if the Commission wants to participate in the Fall Festival, they may do so.
3. Director Brookins said that an email was sent out for virtual training. Attorney Ross said that the training will be split up in parts for convenience.

K. Adjournment:

1. Commissioner Echols motioned to adjourn the public meeting at 7:52 pm. Commissioner James seconded.

THE MOTION CARRIED.



VARIANCE APPLICATION CHECKLIST

Please submit one (1) copy of the following documents and information.

ITEM #	REQUIRED ITEM	CHECK <input type="checkbox"/> (Office Use Only)
1.	Application Checklist	
2.	Application Form	
3.	Survey	
4.	Legal Description	
5.	Warranty Deed	
6.	Lease Agreement	
7.	Letter of Intent	
8.	Conceptual Site Plan	

Fees: \$350 per variance application and \$31 public hearing sign

For any documents that are larger than 11" x 17," a copy reduced to 11" x 17" shall also be required.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATIONS ARE ACCEPTED MONDAY – FRIDAY FROM 9:00 A.M. TO 3:00 P.M.



APPLICATION FOR VARIANCES

Date Received: _____

VARIANCE #: _____
(Office Use Only)

SECTION I – GENERAL INFORMATION

APPLICANT INFORMATION

Applicant Name:	OutFront Media, LLC c/o Scott W. Peters				
Address:	1100 Peachtree St. NE, Suite 800, Atlanta, GA 30309				
Phone:	404-681-3450	Cell:	404-954-9836	Fax:	404-681-1046
Email Address:	speters@swflp.com				

OWNER INFORMATION (If different from Applicant)

Owner Name:	MA Prowell Family Partnership, c/o Jason Prowell				
Address:	5310 Harvest Hill Road, Suite 200, Dallas, TX 75230				
Phone:	214-751-8151	Cell:		Fax:	n/a
Email Address:	jprowell@epgusa.com				

PROPERTY INFORMATION

Address:	0 Senoia Road						
Parcel ID#:	09F070300320288	Land Lot:	32	District:	9th	Acreage:	9.245
Request:	Variance from Article XII Sign Regulations, Sec. 80-431(c)(4) b.8 to allow an Electronic/Digital Billboard within 530' of an existing Static Billboard.						

CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPES IN SECTION II.

SECTION II VARIANCES REQUIRING PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION OR CITY COUNCIL

- 1) **PRIMARY VARIANCE:** Seeks relief from any provision in the Zoning Ordinance that is not being handled as a minor variance or administrative minor variance.
- 2) **SECONDARY VARIANCE:** Seeks relief from variance decisions and interpretations made by the zoning administrator or relief from minor variance or administrative minor variance requests.
- 2) **CONCURRENT VARIANCE:** Seeks relief from any provision in the Zoning Ordinance when filed simultaneously with a rezoning, use permit, or zoning modification request on the same property.

**MINOR & ADMINISTRATIVE MINOR VARIANCES
[NO PUBLIC HEARING REQUIRED]**

- 1) **MINOR VARIANCE:** Seeks relief from the minimum yard requirements, not to exceed 10% of required setback (example: 35-foot front yard = 3.5-foot variance)
- 2) **ADMINISTRATIVE MINOR VARIANCE:** Relief requiring 1 foot or less from required building setback

VARIANCE CONSIDERATIONS:

- 1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or

See attached Letter of Intent.

- 2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or

See attached Letter of Intent.

- 3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

See attached Letter of Intent.

SECTION III LEGAL DESCRIPTION OF PROPERTY (Legal description/survey must match submitted site plan.)

SUBDIVISION _____ UNIT/PHASE: _____ LOT NO(S): _____
LAND LOT(S): 32 DISTRICT: 9th TAX ID: 09 F070 300 320 288
PROPERTY ADDRESS 0 Senoia Road

SECTION IV AUTHORITY TO PURSUE VARIANCE

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. **[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]**

Jason Prowell - MA Prowell Family Ptnrshp Sworn to and subscribed before me this 24th day of

TYPE OR PRINT OWNER'S NAME
5761 Cedar Grove Cir

April 20 24

ADDRESS
Plano, TX 75093

[Signature]

CITY, STATE & ZIP CODE

NOTARY PUBLIC

OWNER'S SIGNATURE

(972) 345-9468

AREA CODE/ PHONE NUMBER

JPROWELL@EPGUSA.COM

EMAIL ADDRESS



Part 2. APPLICANT INFORMATION

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Susan Fromm / OUTFRONT Media LLC
TYPE OR PRINT PETITIONER'S NAME

Sworn to and subscribed before me this the

1100 Abernathy Rd NE Suite 380
ADDRESS

3 Day of July 20 24

Atlanta GA 30328
CITY & STATE ZIP CODE

[Signature]
NOTARY PUBLIC



Susan Fromm

PETITIONER'S SIGNATURE

678-420-9026

PHONE NUMBER

Susan.Fromm@outfront.com

EMAIL ADDRESS

V. ATTORNEY/AGENT INFORMATION

CHECK ONE: ATTORNEY AGENT

Scott W. Peters

TYPE OR PRINT ATTORNEY/AGENT NAME

1100 Peachtree St, NE, Suite 800

ADDRESS

Atlanta, Georgia 30309

CITY, STATE & ZIP CODE

404 954-9836

AREA CODE/PHONE NUMBER

speters@swflp.com

EMAIL ADDRESS


SIGNATURE OF ATTORNEY/AGENT

PROPERTY DESCRIPTION

All that tract or parcel of land lying in and being part of Land Lot 32, of the 9th Land District in Fulton County Georgia, containing 7.783 acres as shown on a survey for Outfront Media by Traditions Surveying LLC dated March 13, 2024, and being more particularly described as follows:

COMMENCE at the point of intersection formed by the easterly right of way (R/W) line of Senoia Road (R/W width varies) and the southeasterly R/W of Old Senoia Road (30 foot R/W), said point of intersection being the TRUE POINT OF BEGINNING and run thence the following courses and distances along the southeasterly R/W of Old Senoia Road: (i) North 33 degrees 35 minutes 18 seconds East 72.85 feet to a point, (ii) North 13 degrees 44 minutes 33 seconds East 205.18 feet to a point situated on the southerly R/W line of Irwin Road; run thence South 70 degrees 57 minutes 27 seconds East 214.93 feet to a point; run thence the following courses and distances along the property lines of Mapco Farms LLC: (i) South 08 degrees 27 minutes 00 seconds East 35.42 feet to a 1/2 inch reinforcing rod, (ii) South 08 degrees 27 minutes 00 seconds East 654.18 feet to a 1/2 inch reinforcing rod, (iii) North 81 degrees 28 minutes 00 seconds East 435.03 feet to a 1/2 inch reinforcing rod, (iv) North 72 degrees 58 minutes 22 seconds East 212.05 feet to a 1/2 inch reinforcing rod, (v) North 62 degrees 51 minutes 18 seconds East 757.01 feet to a 1/2 inch reinforcing rod situated on the southerly R/W line of Irwin Road; run thence the following courses and distances along the southerly R/W line of Irwin Road: (i) South 80 degrees 24 minutes 26 seconds East 21.97 feet to a point, (ii) South 74 degrees 41 minutes 59 seconds East 75.28 feet to a point, (iii) 105.16 feet along and around a curve having a counter clockwise rotation and a radius of 308.02 feet, the chord measurement thereof being South 77 degrees 15 minutes 24 seconds East 104.65 feet to a point, (iv) South 11 degrees 23 minutes 15 seconds East 19.59 feet to a concrete R/W post situated on the northerly R/W line of Interstate 85 (R/W Varies); run thence the following courses and distances along the new northerly right of way line of Interstate 85: (i) North 76 degrees 57 minutes 52 seconds West 10.22 feet to a point, (ii) 1072.92 feet along and around a curve with clockwise rotation and a radius of 7100.00 feet, the chord measurement thereof being South 67 degrees 40 minutes 13 seconds West 1071.90 feet to a point, (iii) South 18 degrees 00 minutes 01 second East 15.00 feet to a point, (iv) South 77 degrees 49 minutes 29 seconds West 568.86 feet to a point; run thence the following courses and distances along the property lines of Senoia Center LLC: (i) North 08 degrees 26 minutes 33 seconds West 271.83 feet to the top of a bent 1/2 inch pipe, (ii) South 81 degrees 22 minutes 05 seconds West 176.52 feet to a 1/2 inch reinforcing rod situated on the easterly right of way line of Senoia Road; run thence the following courses and distances along the easterly right of way line of Senoia Road: (i) 153.34 feet along and around a curve with a counter-clockwise rotation and a radius of 1025.37 feet, the chord measurement thereof being North 12 degrees 52 minutes 02 seconds West 153.20 feet to a point, (ii) 154.85 feet along and around a curve with counter-clockwise rotation and a radius of 1148.21 feet, the chord measurement thereof being North 20 degrees 48 minutes 27 seconds West 154.73 feet to a point, (iii) North 25 degrees 46 minutes 04 seconds West 61.58 feet to a concrete R/W post, (iv) North 27 degrees 12 minutes 14 seconds West 37.53 feet to a point being the TRUE POINT OF BEGINNING

All directions recited herein are referenced to Grid North, Georgia West Zone.

STATE OF GEORGIA
COUNTY OF FULTON

Doc#00112040 Rec#00049375
GEORGIA, FULTON COUNTY
Filed and Recorded
10/02/1996 08:33A
JUANITA HICKS
Clerk, Superior Ct

Fulton County, Georgia
Real Estate Transfer Tax
Paid 0.00
Date 10/02/1996
JUANITA HICKS
Clerk, Superior Court
By: [Signature]
Deputy Clerk

QUITCLAIM DEED

THIS INDENTURE, made this 14 day of Aug, 1996, by and between Sara C. Prowell of Fulton County, Georgia ("Grantor") (whose address is 555 Spence Road, Fairburn, Georgia 30213); and the M.A. Prowell Family Limited Partnership, of Fulton County Georgia ("Grantee") (whose official address is 555 Spence Road, Fairburn, Georgia 30213);

W I T N E S S E T H :

Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the, M.A. Prowell Family Limited Partnership, who is the Grantee herein the following described real property, to wit:

CROSS REFERENCE

(Recorded at Book , Page) All that tract or parcel of land lying and being in Land Lots 32 and 47 of the 9F District, Fulton County, Georgia and being Lots 4, 5, and 6 of Plat prepared for Sara C. Prowell, dated April 12, 1996, by Jefferson Consultants, Registered Land Surveyors as per plat recorded at Plat Book 190, Page 102, Fulton County Records, which said plat is incorporated herein by reference, together with any and all interest in any oil, gas and mineral rights, subject to any prior reservations of record.

AND: (Recorded at Book , Page)

All that tract or parcel of land lying and being in Land Lots 32 and 47 of the 9F District, Fulton County, Georgia and being that property contained within the right-of-way of Old Senoia Road (30 foot right-of-way) bordering on the north and east of Lots 4, 5, and 6 of Plat prepared for Sara C. Prowell, dated April 12, 1996, by Jefferson Consultants, Registered Land Surveyors as per plat recorded at Plat Book 190, Page 102, Fulton County Records, which said plat is incorporated herein by reference, together with any and all interest in any oil,

gas and mineral rights, subject to any prior reservations of record. This Deed is given for the sole purpose of conveying any interest that the Grantor herein has, or may have, in and to any property contained within the right-of-way of Old Senoia Road, aforesaid, bordering on the north and east of Lots 4, 5, and 6, of plat aforesaid.

TO HAVE AND TO HOLD the said real property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behalf of the said Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Sara C. Prowell (SEAL)
SARA C. PROWELL

Signed, Sealed and Delivered in the presence of:

Janet E. [Signature]
Unofficial Witness
Judith M. Belcher
Notary Public

My Commission Expires:
Notary Public DeKalb County, Georgia
My Commission Expires January 16, 1998

Exact Date of Execution by the Notary Public:

Aug. 14, 1996

[AFFIX NOTARIAL SEAL]



Doc#00112035 Rec#00044375
GEORGIA, FULTON COUNTY
Filed and Recorded
10/02/1996 08:33a
JUANITA HICKS
Clerk, Superior Ct
Fulton County, Georgia
Real Estate Transfer Tax
Paid 0.00
Date 10/02/1996
JUANITA HICKS
Clerk, Superior Court
By: J. M.
Deputy Clerk

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE, made this 14 day of August, 1996, by and between M.A. Prowell of Fulton County, Georgia ("Grantor") (whose address is 555 Spence Road, Fairburn, Georgia 30213); and the M.A. Prowell Family Limited Partnership, of Fulton County Georgia ("Grantee") (whose official address is 555 Spence Road, Fairburn, Georgia 30213);

W I T N E S S E T H :

Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the, M.A. Prowell Family Limited Partnership, who is the Grantee herein the following described real property, to wit:

(Recorded at Book 4109, Pages 460-461 of the Fulton County Superior Court Records)

CROSS REFERENCE

(a) All that tract or parcel of land lying and being in Land Lot 32 of the 9th District of formerly Campbell, now Fulton County, Georgia, more particularly described as follows: Beginning at a stone which marks the northeast corner of Land Lot 32; running thence south along the east line of said Land Lot 32 and the west line of Land Lot 46, 191 feet to an iron pin at a stone which marks the southwest corner of Land Lot 46 and the northwest corner of Land Lot 33; continuing thence south along the east land lot line of said Land Lot 32 (which is from this point south the west land lot line of Land Lot 33) 1507 feet to an iron pin; thence west 920 feet to an iron pin on the east side of New Senoia Road (Highway No. 74); then continuing west and crossing New Senoia Road to a point on the center line of the Old Senoia Road roadbed; thence northwesterly along the center line of the Old Senoia Road, roadbed 514 feet to a point just south of the west side of the New Senoia Road (Highway No. 74); Thence northeasterly 120 feet to a point located in the intersection of New Senoia Road and Old Senoia Road; then continuing northeasterly along the center line of Old Senoia Road 500 feet to a point located in the center of the intersection of Old Senoia Road and Irwin Road; thence northwesterly along the center line and following the curvature of Old Senoia Road 630 feet to a point on the north line of said Land Lot 32; thence east along said north land lot line of said Land Lot 1142 feet to the stone which marks the northeast corner of said Land Lot 32 and the point of beginning; and

(b) All that tract or parcel of land lying and being in Land Lot 33 of the 9th District of formerly Campbell, now Fulton County, Georgia, more particularly described as follows: Beginning at a point on the west line of Land Lot 33 at a point 1419 feet north of the southwest corner of Land Lot 33 and being a point where the center line of Interstate Highway 85 crosses the west line of Land Lot 33; running thence north 62 degrees 40 minutes east along the centerline of the right of way of Interstate Highway 85, a distance of 3095 feet where the center line of the right of way of Interstate Highway 85 crosses the north line of Land Lot 33 at a point 282 feet west of the northeast corner of Land Lot 33; thence west along the north line of Land Lot 33 a distance of 2736 feet to an iron pin in concrete at the northwest corner of Land Lot 33; thence south along the

west line of Land Lot 33 a distance of 1418 feet to the point where the center line of the right of way of Interstate Highway 85 crosses the west line of Land Lot 33 and the point of beginning.

The foregoing two tracts being a part of the property conveyed by M.S. DeLoach to Robert H. Johnston by Deed dated October 15, 1956 and recorded in Deed Book 3187, page 265, in the office of the Clerk of the Superior Court of Fulton County, Georgia, and thereafter deeded by Robert H. Johnston to Christopher J. McLoughlin by Deed dated July 29, 1959 and recorded in Deed Book 3482, page 218, in the office of the Clerk of the Superior Court of Fulton County, Georgia. The two tracts of property being 38.25 acres in Land Lot 32 and 44.50 acres, more or less in Land Lot 33, EXCEPTING therefrom, however, that portion of the above described property lying within the bounds of rights of way of Irwin Road, Spence Road, Old Senoia Road and New Senoia Road.

LESS AND EXCEPT the following:

(a) (Recorded at Book 5022, Page 278 et seq. per description at Book 5051, Page 263) All that tract or parcel of land lying and being in Land Lot 32 of the 9th District of formerly Campbell, now Fulton County, Georgia, and being more particularly described as follows: Beginning at a right-of-way monument at the intersection formed by the northeasterly right-of-way line of Interstate Highway No. 85 and the easterly right-of-way line of State Route No. 74, (Senoia Road), said point being the end of limited access of said Interstate Highway No. 85, and running thence north 11 degrees 26 minutes west along the easterly right-of-way line of State Route No. 74 (Senoia Road), 190 feet to an iron pin; thence north 80 degrees 59 minutes east 200 feet to an iron pin; thence south 09 degrees east 230.9 feet to an iron pin; thence south 81 degrees 01 minutes west, 154.9 feet to an iron pin on the northeasterly line of the right-of-way of Interstate Highway No. 85; thence along said right-of-way line north 51 degrees 10 minutes west, 55.3 feet to the point of beginning as shown by plat of survey for Shell Oil Company made by Delta Engineers & Surveyors, Inc., certified to by Wiley J. Busbin, Jr., Registered Land Surveyor, dated April 9, 1969

(b) (Recorded at Book 8428, Page 252) All that tract or parcel of land lying and being in Land Lot 32 of the 9th District of formerly Campbell, now Fulton County, Georgia, and being more particularly described as follows: TO ESTABLISH THE TRUE POINT OF BEGINNING, begin at a right-of-way monument at the intersection formed by the northeasterly right-of-way line of Interstate Highway No. 85 and the easterly right-of-way line of State Route No. 74, (Senoia Road), said point being the end of limited access of said Interstate Highway No. 85; thence running South 51 degrees 14 minutes 02 seconds East 55.3 feet to a 1/2 inch rebar found and THE TRUE POINT OF BEGINNING of the herein-described tract of land; thence from true point of beginning run North 81 degrees 04 minutes 19 seconds East 154.86 feet to a 1/2 inch rebar found; thence running North 08 degrees 54 minutes 48 seconds West 230.75 feet to a 1/2 inch rebar found; thence running South 80 degrees 59 minutes 00 seconds West 200.33 feet to a 3/4 inch pipe found on the easterly right-of-way line of State Route No. 74 (Senoia Road); thence running along said easterly right-of-way line of said State Route No. 74 (Senoia Road), North 11 degrees 22 minutes 46 seconds West 50.00 feet to a 1/2 inch rebar set; thence running North 80 degrees 59 minutes 00 seconds East 250.00 feet to a 1/2 inch rebar set; thence running South 08 degrees 54 minutes 48 seconds East 296.68 feet to a 1/2 inch rebar set; thence running South 80 degrees 58 minutes 20 seconds West 187.61 feet to a concrete right-of-way monument found; thence running North 51 degrees 14 minutes 02 seconds West 21.94 feet to the True

Point of Beginning, as shown on Plat of Survey for Globe Oil Company,
prepared by Donald W. Harkleroad and Associates, Inc., dated March 11,
1983.

TO HAVE AND TO HOLD the said real property, with all and singular the
rights, members and appurtenances thereof, to the same being, belonging, or in
anywise appertaining, to the only proper use, benefit and behalf of the said
Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and
year first above written.

M. A. Powell (SEAL)
H. A. PROWELL

Signed, Sealed and Delivered
in the presence of:

David E. Johnson
Unofficial Witness

Judith M. Becker
Notary Public

My Commission Expires:
Notary Public, DeKalb County, Georgia
~~My Commission Expires January 16, 1999~~

Exact Date of Execution by
the Notary Public:

Aug. 14, 1996

[AFFIX NOTARIAL SEAL]

(N.
SEAL)





DATE August 9, 2023
SIZE 14' x 48'
REP NAME: S Fromm

LEASE NO. 5525 DIV. 01201
VENDOR NO. L16332
PANEL NO. B981/B982
PARCEL ID NO: 09F070300320288

SIGN LOCATION LEASE

1. M.A. Prowell Limited Family Partnership (hereinafter called LESSOR), hereby leases and grants exclusively to OUTFRONT Media LLC (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: I-85S (100' N/O Hwy 54/Location 2/ (aka 0 Senoia Road), City of Fairburn, County of Fulton, State of Georgia (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. This Sign Location Lease is entered into in contemplation of the relocation of certain sign structures that are being affected by a condemnation action by the Georgia Department of Transportation, being Lease No. 5525 and 5526. Lease Nos. 5525 and 5526 shall remain in full force and effect until such time as LESSEE is unable to continue to post advertising on the existing sign structures, it being acknowledged and agreed by the parties that this Lease is contingent upon the issuance of the necessary permit(s) by the City of Fairburn and GDOT for the ability to relocate the sign(s). Lessee intends and desires to relocate a single sign which will be constructed with LED multi-message sign faces, but in the event its efforts to permit such a single multi-message sign is denied or Lessee determines in its discretion that such multi-message sign will not be approved, Lessee will alternatively pursue relocating the two static structures that are being affected by the GDOT condemnation. This Lease is entered into in contemplation of either scenario, and the rent specified herein is identified under each scenario, it being understood that this Lease shall supersede the existing leases for these locations as may exist prior to the GDOT condemnation.
3. The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A-1 (Digital Location) and Exhibit A-2 (Static Locations) attached hereto and made a part hereof. The parties agree that to the extent during the permitting process it appears that the location of the sign structure(s) must be adjusted for any reason, the parties shall negotiate in good faith to agree upon an alternate location of the Leased Premises and an alternative Exhibit A consistent with the permits issued for the sign structures.
4. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.
5. The initial term of this Lease shall be for a period of fifteen (15) year(s) commencing, on the first day of the calendar month immediately following the date on which construction of the Sign Structure(s) is completed and a certificate of occupancy or final inspection (or equivalent) is issued (the "Commencement Date"). This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained as of the Lease Year in effect immediately prior to such renewal (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than ninety (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
6. During the Term, LESSEE shall pay to LESSOR as "Rent" as specified in this paragraph:
 - a. In the event LESSEE is able to construct an LED multi-message sign containing two digital faces, LESSEE shall pay to LESSOR Rent in an amount equal to the greater of: (i) "Minimum Annual Guaranteed Rent" in an amount of: (A) _____ per lease year during years one (1) through five (5) of this Lease; (B) _____ per year during years six (6) through ten (10) of this Lease; and (C) _____ per year during years eleven (11) through fifteen (15) of the Lease, which Minimum Annual Guaranteed Rent shall be payable monthly in advance beginning on the Commencement Date, or (ii) "Percentage Rent" in an amount equal to: (A) _____ of the Annual Net Revenue (as defined herein) during years one (1) through five (5) of this Lease; (B) _____ of the Annual Net Revenue during years six (6) through ten (10) of this Lease; and (C) _____ of the Annual Net Revenue during years eleven (11) through fifteen (15) of this Lease. "Annual Net Revenue" shall


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
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OUTFRONT media

mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year, less: (i) any commissions paid by LESSEE to advertising agencies, not to exceed 16 2/3%, and (ii) any taxes paid or payable by LESSEE in connection with the Sign Structure(s) other than income taxes. During each Lease Year, the Minimum Annual Guaranteed Rent shall be paid as set forth above. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Net Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the Commencement Date, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

- b. In the event Lessee erects two separate static outdoor advertising signs upon the Leased Premises, LESSEE shall pay to LESSOR Rent in an amount equal to the greater of: (i) Minimum Annual Guaranteed Rent of (A) _____ per Lease Year for the relocated sign structure 5525; and/or (B) _____ per Lease Year for the relocated sign structure 5526, which Minimum Annual Guaranteed Rent shall be payable monthly in advance beginning on the Commencement Date, or (ii) Percentage Rent in an amount equal to _____ Percent of the Annual Net Revenue (as defined above) for each sign structure. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Net Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the Commencement Date, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
7. LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
8. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
9. This agreement is a Lease (not a license). The Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended), or, for a reasonable amount of time (not to exceed 90 days, unless the parties are negotiating a new lease as specified below) after the expiration or termination of the Lease (the "Removal Date"). At LESSEE'S sole discretion, if LESSEE removes its Sign Structure(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation and that the Sign Structure(s) must be removed.
10. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE'S interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
11. In the event that, in LESSEE'S sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE'S Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE'S Sign Structure(s) are materially obstructed or impaired in any way by any object or growth on the Property or on any neighboring property which cannot be remedied under the terms of this Lease utilizing commercially reasonable efforts; (e) there occurs a material diversion of traffic from, or a

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change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) LESSEE finds that, in LESSEE'S sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either (i) upon written notice to LESSOR reasonably abate the Rent until the issues with "a" through "h" above are cured, and/or (ii) terminate this Lease upon thirty (30) days notice in writing to LESSOR, whereupon and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent paid in advance for the remainder of the un-expired Term. In the event that LESSEE shall abate the rent as provided herein, and such abatement shall continue for a period of six (6) months or greater, LESSOR may send a notice to LESSEE demanding that such abatement cease and full Rent recommence. Upon receipt of such notice, LESSEE shall have thirty (30) days to elect to either cease the abatement or terminate this Lease in full. In the event LESSEE shall fail to make an election within such thirty (30) day period, it shall be deemed to have elected to cease the abatement.

12. LESSEE shall pay for all electrical power consumed by the Sign Structure(s).
13. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
14. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.
15. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the party hereto shall be forwarded to the respective party at the address noted below such party's signature, or such other address set forth in a written notice by such party. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSOR's signature, such new forwarding address shall not be effective until forty five (45) days after LESSEE's receipt of such notice from LESSOR.
16. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.
17. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s). This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction.
18. LESSEE, at its sole option shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
19. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this Lease (as the same may be renewed or extended) to enter into another lease with the LESSOR upon the same terms and conditions as offered to LESSOR by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
20. It is acknowledged by the parties that the Rent payments herein are predicated on monthly installments. Should

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the Term of this Lease commences on some day other than the first of the month, all Minimum Annual Guaranteed Rent payments required hereunder shall be prorated based upon a thirty (30) day month.

- 21. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion.
- 22. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
- 23. From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.
- 24. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
- 25. **LESSOR'S Right of Termination:** In the event that the portion of LESSOR's premises occupied by LESSEE's sign structure(s) is (are) to be sold to a third party or developed or improved by the permanent construction of a building which requires the removal of LESSEE'S sign structure(s) as evidenced by either a binding contract for sale to a third party that requires as a condition of closing the cancellation of this Lease and the removal of the sign structure(s) or all applicable building permits evidencing the approval of permanent construction as outlined above, LESSOR may terminate this Lease by giving LESSEE not less than ninety (90) days prior written notice of termination, which shall include the required evidence as outlined above, sent by certified mail, return receipt requested.


LESSOR'S termination of this Lease pursuant to this provision is conditioned upon LESSOR delivering to LESSEE payment of a Termination Fee in the amount of the sum of: (i) any and all pre-paid rent for the unexpired term of the Lease; (ii) the actual cost to remove the sign structure(s) from the Leased Premises; and (iii) that amount equal to the remaining balance of a straight-line amortization of LESSEE'S Improvement Costs (as defined below) for the sign structure(s) to be removed as a result of such termination by LESSOR. Improvement Costs is defined as the actual costs of the fabrication, purchase construction, and installation of the sign structure(s), including, but not limited to, any costs associated with obtaining necessary permits and third party labor associated with making such signs operational, provided that it shall not include the allocation or payment of any expenses associated with LESSEE'S employees. LESSEE shall provide to LESSOR a statement identifying the total Improvement Costs upon written request of LESSOR made not less than ninety (90) days following construction of the sign structure(s). (By way of example, if the total Improvement Costs is \$300,000, and the Lease is terminated at the end of the tenth Lease Year, LESSOR shall pay to LESSEE a Termination Fee in the amount of \$100,000, plus any prepaid rent and the cost to remove the sign structure(s)). LESSEE agrees to accept the Termination Fee in full settlement, satisfaction, and discharge of any claims for damages or otherwise by reason of such termination.

LESSOR agrees that should this Lease be terminated pursuant to this provision, LESSOR and its successor and assigns shall not permit any other outdoor advertising sign that requires a permit to be issued by the State of Georgia in accordance with O.C.G.A. § 32-6-70, et. seq. to be constructed on the Leased Premises for a period of five (5) years following the effective date of such termination unless LESSOR or its successors and assigns shall first grant LESSEE the right of first refusal to construct an outdoor advertising sign upon the same terms and conditions as contained in this Lease in effect as of the date of termination hereunder.

The right of termination stated herein does not exist and may not be exercised if the premises shall be condemned or threatened to be condemned, or if the sale is to a third party possessing the power of eminent domain, or if the premises are conveyed to any party acting on behalf of a party with the power of eminent domain. In the event of a sale associated with the exercise, threat, or to an entity with, the power of eminent domain, it is acknowledged and agreed that it is the intent that each party be entitled to, and actually receive, just and adequate compensation as a result thereof.

- 26. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

ADDENDUM ATTACHED? (as of the date of execution of this Lease).

LESSOR: YES NO Initial Here 

LESSEE: YES NO Initial Here

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Lessee Initials 

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

FOR LESSOR: M. A. Prowell
Family Limited Partnership

BY: Jason Prowell

Gen. Partner

DATE: 10/4/23

58-2255083
LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

[Signature]
Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

BY: _____

Title

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

LESSOR'S MAILING ADDRESS:

5761 Cedar Grove Cir

Street Address

Plano

City

TX

State

75093

Zip

972-345-9468

Telephone Number

Fax Number

FOR LESSEE: OUTFRONT Media LLC

BY: Mike Nulman

GM

DATE: 10/18/23

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

LESSEE'S MAILING ADDRESS:

1100 Abernathy Road, NE, Suite 380

Street Address

Atlanta

City

Georgia

State

30328

Zip

404-699-1499

Telephone Number

Fax Number

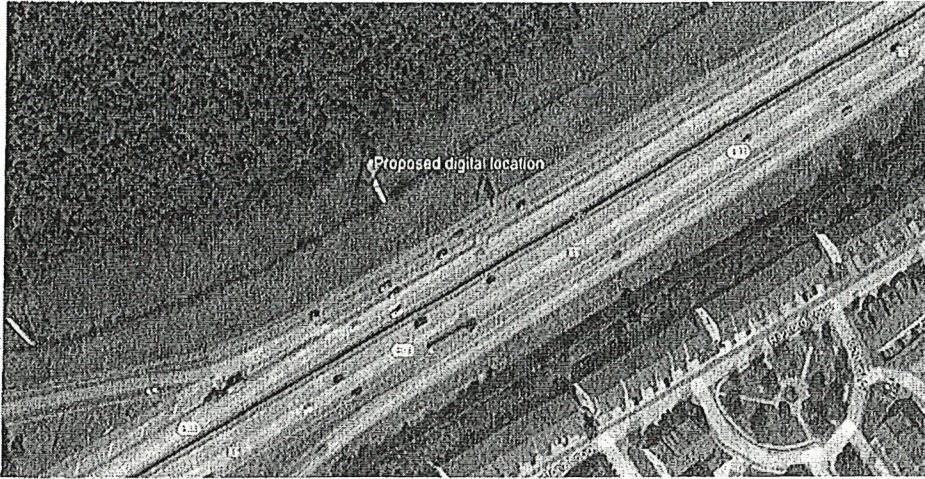
Lessor Initials

Lessee Initials

[Signature]
[Signature]

OUTFRONT media

EXHIBIT A-1 DIGITAL LOCATION




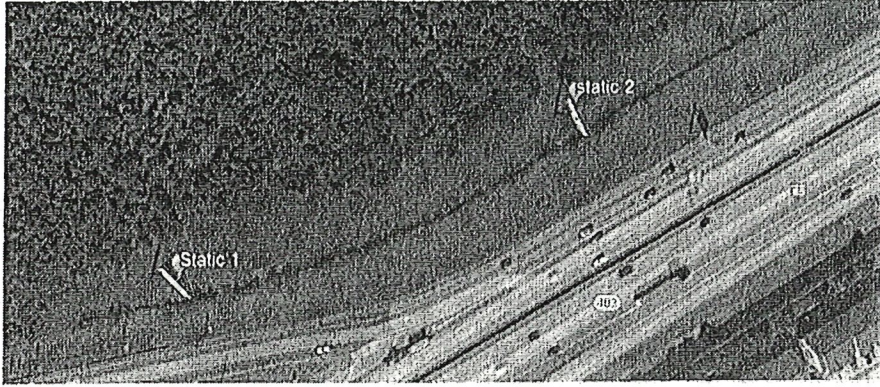

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EXHIBIT A-2

STATIC LOCATIONS



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A notary public or other officer

LESSOR ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On 10/4/23 before me, Sharon Drummond a Notary Public, personally appeared Jason Powell, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

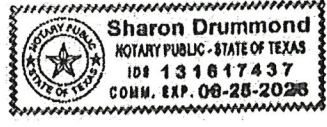
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: Sharon Drummond

(Seal)



LESSOR ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

(Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On 10/18/2023 before me, Danyelle Castro a Notary Public, personally appeared Mike Nelson, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

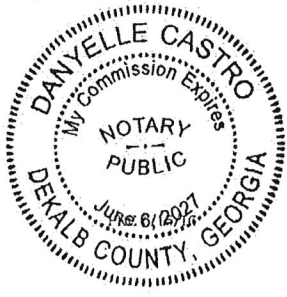
I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: Danyelle Castro

(Seal)



LAW OFFICES
SCHREEDER, WHEELER & FLINT, LLP
1100 PEACHTREE STREET, NE
SUITE 800
ATLANTA, GEORGIA 30309-4516

TELEPHONE: (404) 681-3450
FACSIMILE: (404) 681-1046

Scott W. Peters

E-Mail: speters@swflp.com
Direct Dial: (404) 954-9836

July 22, 2024

VIA HAND DELIVERY

Mr. Lester Thompson
Community Development Director
City of Fairburn
56 Malone Street, SW
Fairburn, Georgia 30213

RE: Variance Application of Outfront Media, LLC
Property Located at Northeast Quadrant of I-85 and Senoia Road
Letter of Intent

Dear Mr. Thompson:

Please accept this Letter of Intent in support of the variance application of Outfront Media, LLC ("Outfront"), for the construction of an Electronic/Digital Billboard to be located along I-85 north of Senoia Road. Outfront requests a variance from Section 80-431(b)(4)b.8 to allow for the construction of the proposed Electronic/Digital Billboard less than 1,000 feet from an existing Billboard on the same side of the street frontage. The requested Electronic/Digital Billboard will be located approximately 530 feet from an existing Billboard.

By way of background, Outfront has historically maintained three (3) static Billboard's on the subject property, which is designated as Tax Parcel 09 F070 300 320 288. This property has nearly 2,000 feet of frontage along I-85, and each of the three Billboards maintained by Outfront were approximately 500 feet apart – the minimum distance required by the Fairburn Sign Ordinance. Each Billboard was permitted by both the City of Fairburn and the Georgia Department of Transportation ("GDOT").

In December 2022, both the property owner (MA Prowell Family Partnership) and Outfront were contacted by GDOT regarding a road project that would affect the two Billboards closest to Senoia Road. The GDOT project for which a portion of the Subject Property is being acquired will result in the complete redesign of the Senoia Road interchange at I-85. As part of this project, the existing ramp adjacent to the Subject Property will be relocated, a partial cloverleaf will be installed, and the overall width of the interchange will be increased. This project will have an impact on the visibility of the Billboards maintained by Outfront on the property.

Both Outfront and the property owner were able to reach a settlement with GDOT regarding the threatened condemnation actions. Outfront's settlement agreement with GDOT

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City of Fairburn

Page 2

July 22, 2024

provided for the removal of the two affected Billboards as they were partially located within the boundaries of the property acquired by GDOT. Thereafter, Outfront applied to the City of Fairburn for permits to reconstruct the two Billboards outside of the newly acquired right of way adjacent to the prior locations. On April 16, 2024, the City of Fairburn approved permits to relocate the two affected Billboards, copies of which are enclosed herewith as Exhibit "A". While the pending GDOT project will impact the visibility of the relocated Billboards of Outfront, the most significant impact being on the sign closest to Senoia Road.

While Outfront is ready to proceed with the construction of the two (2) replacement Billboards, (resulting in a total of three (3) Billboards on the property), Outfront would prefer to construct a single Electronic/Digital Billboard approximately 530' from the remaining existing Billboard on the subject property. Outfront shows that the requested Electronic/Digital Billboard will comply with all provisions of Section 80-431(b)(4)b. of the Sign Ordinance, other than the 1,000' spacing from the existing static Billboard already located on the Subject Property. The requirement that two static Billboards be removed in order to construct the requested Electronic/Digital Billboard will be satisfied by Outfront not constructing the two static Billboards that have already been permitted (and which Outfront will construct if this variance request is not approved). Outfront seeks to place the Electronic/Digital Billboard at the requested location so as to minimize the impact of the pending GDOT construction project on the visibility of the Billboard when completed.

In support of its variance application, Outfront shows the following in regard to the Variance Considerations as set forth in the Fairburn Zoning Ordinance:

- (1) *Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter:*

Outfront shows that the requested relief is in harmony with the general purpose and intent of the Sign Ordinance as a whole. If approved, this variance will result in a reduction in the overall number of Billboards located within the City of Fairburn. Further, given the advances in Electronic/Digital Billboard technology, as well as the operational controls that are placed upon such displays, any concerns regarding visual "clutter" are minimized and are not any different than those that would exist if a static Billboard were constructed in its place. The resulting reduction in the number of Billboards minimizes visual clutter and distractions and will result in a more efficient use of this Billboard location through the use of Electronic/Digital Billboard technology.

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City of Fairburn

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- (2) *The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to the that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public:*

The requested variance is necessary due to the topography and location of the property adjacent to the interchange of Senoia Road and I-85. This interchange will undergo significant modification as a result of the planned GDOT project which reduces the viability of any location that is closer to Senoia Road for an Electronic/Digital Billboard. As a result of the GDOT project, the interchange will be expanded, current site-lines altered, causing a need to locate the Electronic/Digital Billboard at the proposed location which is approximately 530' from the existing static Billboard. Given the significant greater expense of constructing an Electronic/Digital Billboard as opposed to a static Billboard, Outfront is unable to viably locate the Electronic/Digital Billboard closer to Senoia Road without making such sign economically unviable. While it will still be possible to construct the permitted static Billboard at the location closer to Senoia Road due to the lower capital investment, it is not viable to do so with the Electronic/Digital Billboard. Outfront believes that it is a benefit to the general public to reduce the overall number of Billboards on the subject property by taking advantage of the efficiencies of Electronic/Digital Billboard technology. The granting of the requested variance will result in only two Billboards as opposed to the possible three Billboards from being located thereon.

- (3) *Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road:*

As noted above, based upon the expansion of the adjoining interchange of Senoia Road and I-85, a hardship is created whereby it is not viable to locate the requested Electronic/Digital Billboard the mandated 1,000' from the nearest existing static Billboard located on the subject property. While it is beneficial to the community as a whole to reduce the overall number of Billboards located on the property, the only means to achieve such a reduction is by locating the Electronic/Digital Billboard approximately 530' from such existing Billboard. Otherwise, the Electronic/Digital Billboard will not be clearly visible from the travel lanes of I-85.

Based upon the foregoing, Outfront submits that the requested variance is consistent with the intent and purpose of the Fairburn Sign Ordinance and that the public will be benefited, rather than harmed, but the granting of the requested variance. The requested Electronic/Digital Billboard will provide much greater efficiencies in delivering advertising messages to the traveling public, and the reduction of the total number of Billboards on the property will reduce any possibly

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City of Fairburn

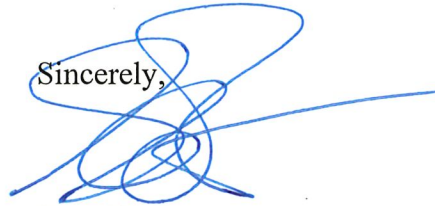
Page 4

July 22, 2024

clutter or confusion resulting from the presences of multiple Billboards. Outfront therefore respectfully requests that the City of Fairburn approve the variance application so as to allow the location of an Electronic/Digital Billboard within 530 feet of the existing Billboard located on the subject property.

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Scott W. Peters

SWP/dd

Enclosures



SIGN PERMIT APPLICATION

Permit No: _____

Total Fee: \$ 100

Sign Location

Senoia Road (Parcel 09F070300320288) Fairburn GA 30123
Address where sign will be located City State ZIP

OUTFRONT Media 678-420-9026 Sandy Springs 23-96412
Business Name Phone Business License Number

New Sign Information

Free Standing Monument Wall Special Temporary Other: Billboard - location #1 - Static Sign
 Highway 29 Overlay District Illuminated GDOT Road Widening - CSNHS - 0007-00(81)

Sign Dimensions: 14 x 48 Area: 672 per face sq/ft Height above grade: 75'

Gross wall area: N/A Materials: Steel Sign setback from R.O.W. 10'

Beginning Date: _____ Ending Date: _____

Business Owner

OUTFRONT Media 404-699-1499 404-696-1934
Business Owner or Manager Phone Fax

1100 Abernathy Rd NE Suite 380 Atlanta GA 30328
Mailing Address (if other than above) City State ZIP

E-mail Address Susan.Fromm@outfront.com

Please provide information and photographs of all existing signs on this site.

Sign Contractor

Wilson Sign Repair Ryan Wilson
Company Name Agent

921 Whopping Creek Rd Cammilton GA 30116
Mailing Address City State ZIP

404-702-0885 2023-3424
Phone Fax Business License Number

E-mail Address Ryan@wilsonoutdoor.com

Will Contractor install sign? Yes No Property owner's permission to install sign? Yes No

Applicant's Signature

I hereby certify that all information provided herein is true and correct. I am aware of Section 80-431: Regulated Signs, and agree to comply with the City of Fairburn Zoning Ordinance

Susan Fromm Susan.Fromm@outfront.com
Applicant Print Name E-mail Address

Susan Fromm 678-420-9026 3/20/2024
Applicant's Signature (Business Owner or Owner's Representative) Phone Date

Zoning C-2 Zoning Case Staff Only Variance Case (if applicable) ✓

Land Lot _____ Overlay District Yes No Highway 74

Approved Denied by Chancellor Felton Date 04/16/2024

Comments Chancellor a. Felton

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

HAROLD BUCKLEY, JR.
HBUCKLEY@WBILEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050
FACSIMILE
(404) 853-1812

July 19, 2024

VIA ELECTRONIC MAIL SBROOKINS@FAIRBURN.COM

City of Fairburn, Georgia
c/o S. Denise Brookins, Director
Department of Planning and Zoning
56 Malone Street-P. O. Box 145
Fairburn, Georgia 30213

RE: Revised Letter of Intent for Request by Vida Companies for Variances From the City's C-2 and Georgia Highway 74 Overlay (and "Overlay") Zoning Regulations Governing Minimum Parking and Buffer Requirements, and minimum brick façade ratios and maximum building height.

Dear Planning and Zoning Commission:

This firm represents Vida Companies, which specializes in high quality multi-family residential development. Vida's corporate imperative is to be a "light to others," in accordance with Jesus' teachings in Matthew 5:14-16. In furtherance of this priority, Vida focuses on being a good neighbor and citizen in the communities it serves by creating housing with a "sense of place" and "memorable moments," as well as giving 5% of its corporate profits back to charitable causes in those communities. Vida currently desires to bring its unique, high-quality development and corporate ethos to the city of Fairburn.

Vida has contracted to purchase a 10.79-acre property that wraps around the corner lot at the southwest corner of Senoia Road and Landrum Road (the "Site"), which it desires to develop with a mixed-use development.¹ The proposed development would include a 280-unit multi-family residential component, of which 60% of the units would be 1 bedroom, 35% would be 2-bedroom, and 5% would be 3-bedroom. Approximately 7,000 square feet of the residential development component would be dedicated to residential amenities. The proposed development would also include a 7,000-square-foot commercial component that would be divided into two tenant spaces. Vida is targeting restaurant uses for these commercial tenant spaces. As required by section 80-84(c)(4)a of the C-2 zoning regulations, the proposed multi-family component will be physically integrated with the commercial component.

¹ The Site currently has a 0 Senoia Road address but it can be distinguished by its parcel identification number, which is 09F-0203-0008-G26-7.

WILSON BROCK & IRBY, L.L.C.

VIDA COMPANIES VARIANCE LETTER OF INTENT

July 19, 2024

Page 2

The following variances will be necessary for Vida to achieve its development vision: (1) reduce the Site's minimum C-2 and Overlay transitional buffer requirements and its minimum Overlay buffer requirements along Georgia Highway 74, (2) reduce the development's minimum parking requirement, (3) amend the requirement for 100% brick on front facades to allow Vida's buildings as designed, and (4) increase the maximum building height to compensate for Vida's substantially undulating topography.

Regarding the first variance, the Site abuts AG-zoned property to the west and south, which subjects those property lines to a minimum 50-foot transitional buffer requirement and a minimum 100-foot Overlay transitional buffer.² Furthermore, the Overlay regulations require a minimum 45-foot buffer along Highway 74 for office and residential uses, and a minimum 35-foot buffer along that roadway for retail and commercial uses. Unfortunately, the Site's shape and topography impair our ability to comply with these development standards. Vida respectfully requests a variance to reduce the foregoing minimum transitional C-2 and Overlay buffer requirements to 15 feet, and to reduce the minimum Georgia Highway 74 buffers to 0 feet.

The second variance relates to the Site's minimum parking standard, which is: (1) two spaces per dwelling unit plus (2) one space per 200 square feet of enclosed general commercial space or (3) one space per square foot of restaurant gross floor area and additional spaces based on various physical occupancies. These standards translate to a minimum residential parking requirement of more than 630 spaces, comprised of 560 residential spaces and more than 70 commercial spaces, assuming both commercial spaces are occupied by restaurants.³ Vida's extensive institutional experience with its communities is that far fewer parking spaces are required. Therefore, Vida respectfully requests a variance to reduce its minimum parking requirement to a total of 436 parking spaces for the proposed development.

The third variance relates to the Georgia Highway 74 Overlay Zoning District regulations, which require 100% brick cladding materials on front facades and "majority brick cladding" on side and rear building facades. Vida's front facades are designed to provide an enhanced aesthetic to the public by incorporating a variety of high-quality contrasting materials. To preserve the high-quality aesthetic of its proposed development, Vida respectfully requests a brick façade variance to reduce the minimum brick cladding requirements on its building facades to 40%.

The final variance relates to the Site's maximum building height, which is capped at 48 feet. As designed, Vida's proposed building height is 60 feet. As explained in detail below, the Site incorporates sharply undulating topography. The zoning ordinance defines "building height" as "the average of two measurements of vertical distance from adjacent grade to the lowest and highest points of the roof of the highest story of a building." This is a very straightforward proposition when calculating building height on a flat site. However, applying

² Zoning Ordinance § 80-372 ("When...C-2...zoned properties abut all other zoning districts; a 50 feet [sic] buffer shall be required.").

³ It is impossible to preemptively calculate the actual restaurant parking requirement because it is partially based on the number of seats and employees that will be on the premises.

this calculation to sloping topography generates a result that appears to have an impact that is greater on paper than it would be when actually viewing the building in-person. Furthermore, Vida has designed its proposed buildings with an enhanced building façade height to present a more substantial, higher quality aesthetic while not exceeding the city’s four-story building height cap. Therefore, Vida respectfully requests a building height variance.

I. Vida’s Application Complies with Fairburn’s Variance Approval Standards.

Section 80-251 of the Zoning Ordinance sets forth the city’s three prescribed variance approval standards, and it only requires applicants to show that they comply with one of them. Vida’s variance request fully meets two of these approval standards as follows:

- (1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or

The Fairburn City Council crafted the regulations in the Zoning Ordinance to reflect policy determinations that it had made regarding the character of each zoning district, and with the general objective of promoting desirable living environments and sound commercial areas. In addition, one of the Zoning Ordinance’s stated purposes is “encouraging the most appropriate use of land, buildings, and other structures throughout the city.”⁴ The Zoning Ordinance’s also sets forth a “general objective of promoting desirable living environments, stable neighborhoods, [and] sound commercial areas...” Based on this general purpose, the city council zoned the Site to the C-2 zoning district and specifically included mixed use developments with apartments and commercial uses as a land use that is permitted by-right.

The Site’s C-2 zoning classification is also consistent with the Site’s future land use designation, which is the Highway Mixed Use Character Area. This future land use designation is intended, among other things, to “provid[e] goods and services to workers, residents, and commuters within a reasonable distance of where they live, work, and travel.” Furthermore, the comprehensive plan specifically lists “mixed-use,” “retail sales of goods,” “restaurants/cafes,” and “multi-family housing” as being “appropriate land uses” in the Highway Mixed Use Character Area.⁵

The comprehensive plan also sets forth the following “development strategies:”

- To promote a variety of housing types in the area.
- Limit building height to four (4) stories.
- Use multi-family and townhome developments to transition between intense commercial uses and nearby single-family residential uses.⁶

⁴ Zoning Ordinance §80-3.

⁵ Fairburn Comprehensive Plan, p. 42.

⁶ *Id* at p. 41.

The foregoing specific land use policies make it very clear that the city council anticipated and encouraged multi-family developments between single-family residential areas and properties, and commercial areas and properties.

Vida's development proposal is the embodiment and realization of the city council's policy vision. The Site is located a mere one mile south of I-85. In the distance between the property and the interstate, Senoia Road's prevailing development pattern is fairly dense commercial and retail in character. This existing development includes dozens of restaurants offering everything from fast food to sit down restaurants, and even a southern brunch restaurant. It also includes three hotels, two coffee shops, banks, urgent care services, dry cleaners, a chiropractor, automotive services, and hair grooming services. Single-family residential uses abut the Site's west and south property lines, which would place Vida's proposed development between those residential areas and the high-density Senoia Road arterial corridor to the east and north. In addition, placing apartments in such close proximity to ample neighborhood services is fully consistent with the city council's land use priorities.

For the foregoing reasons, Vida's application fully meets this variance approval standard.

(2) The strict application of the C-1 buffer and parking standards to Vida's property creates an unnecessary hardship and impairs the public good.

The Site suffers from multiple adverse conditions that impair Vida's ability to conform to the C-2 development buffer and parking standards. More specifically, the Site's adverse conditions relate to its undulating topography, unusual shape, and its status as a double frontage lot.⁷

The Site is shaped like a rectangle with the northeast corner cut out of it, resulting in a shape that is similar to a flag lot that wraps around the corner lot at the intersection of Landrum and Senoia Roads. In addition to forcing any future development to follow its unusual L-shape, this lot configuration subjects the Site's owner to two 35-foot front yard setbacks along those two roadways. In addition to these substantial setback requirements, the Site is also subject to two 50-foot buffer requirements. It would seem highly unusual for more than two-thirds of a single parcel's perimeter to be subject to such heavy setback and buffer requirements, which occur solely because of its unusual shape.

The impact of the Site's excessive setback and buffer restrictions is compounded by its severe topography. For example, the Site's Landrum Road frontage rises from an elevation of 955 feet at the northwest corner to 960 feet at the midpoint of that frontage before plunging to 926 feet at the northeast corner. That's represents a drop of 34 feet over a distance of about 120 feet, representing a downward slope of almost 30 degrees.

⁷ Zoning Ordinance § 80-492 (A double frontage lot is "a lot having frontage on two streets that do not intersect at any point along the lot, as distinguished from a corner lot.").

WILSON BROCK & IRBY, L.L.C.

VIDA COMPANIES VARIANCE LETTER OF INTENT

July 19, 2024

Page 5

The combination of the Site's unusual shape, severe topography, and excessive setbacks and buffers impose a hardship on Vida. This hardship is entirely unnecessary because, as explained above, Vida's mixed-use development is not only permitted by-right, it is also entirely consistent with the city's specific land use policies for the Highway Mixed Use Character Area. Therefore, any failure to approve Vida's variance application would countermand the city council's very clear legislative and policy purposes and intent.

For the foregoing reasons, Vida's application fully meets this variance approval standard.

II. Constitutional Objections.

Georgia courts have long held that a zoning applicant must present any potential constitutional objections to the local government during the zoning review process. Applicants who fail to do so substantially deprive themselves of a legal basis to appeal adverse zoning decisions.⁸ Therefore, solely to satisfy these longstanding requirements of Georgia law, Vida respectfully advises the city of Fairburn of its constitutional objections.

Vida has demonstrated its consistency with the city council's legislative intent and its satisfaction of the city's approval standards for its requested variances. Therefore, the denial of Vida's application (or the approval of any lesser relief than requested) would violate Vida's constitutionally protected rights to due process of law and equal protection under the laws. Such an unconstitutional decision by the city would also constitute an arbitrary and capricious act without any rational basis, as well as a manifest abuse of its discretion.

For all of the foregoing reasons, Vida respectfully requests the approval of its variance requests. Please do not hesitate to let me know if I may provide you with any additional information, or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.



By: Harold Buckley, Jr., AICP
Attorneys for Vida Companies, Inc.

⁸ DeKalb County v. Bembry, 252 Ga. 510, 314 S.E.2d 900 (1984) (Held that the trial court erred in failing to grant summary judgment to DeKalb County because the constitutional attacks on the subject property's zoning were not first raised before the County Commission).



VARIANCE APPLICATION CHECKLIST

Type text here

Please submit one (1) copy of the following documents and information.

ITEM #	REQUIRED ITEM	CHECK ✓ (Office Use Only)
1.	Application Checklist	✓
2.	Application Form	✓
3.	Survey	✓
4.	Legal Description	✓
5.	Warranty Deed	✓
6.	Lease Agreement	N/A
7.	Letter of Intent	✓
8.	Conceptual Site Plan	✓

Fees: \$350 per variance application and \$31 public hearing sign

For any documents that are larger than 11" x 17," a copy reduced to 11" x 17" shall also be required.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATIONS ARE ACCEPTED MONDAY – FRIDAY FROM 9:00 A.M. TO 3:00 P.M.



APPLICATION FOR VARIANCES

Date Received: _____

VARIANCE #: _____
(Office Use Only)

SECTION I – GENERAL INFORMATION

APPLICANT INFORMATION

Applicant Name: Vida Fairburn Development, LLC c/o Harold Buckley, Jr., Esq.

Address: 2849 Paces Ferry Road, Suite 700; Atlanta, Georgia 30339

Phone: (404) 853-5050 Cell: _____ Fax: (404) 853-1812

Email Address: hbuckley@wbilegal.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Knowles Trucking Company, Inc.

Address: 137 Commerce Drive, Tyrone, Georgia 30290-0309

Phone: (470) 414-2910 Cell: _____ Fax: _____

Email Address: jktc@live.com

PROPERTY INFORMATION

Address: 0 Senoia Road

Parcel ID#: 09F020300080267 Land Lot: 9F District: 8 Acreage: 10.76

Request: Reduce parking requirement to 436 space and reduce buffer requirement along west and south property lines from 50 feet to 15 feet.

CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPES IN SECTION II.

SECTION II VARIANCES REQUIRING PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION OR CITY COUNCIL

- 1) **PRIMARY VARIANCE:** Seeks relief from any provision in the Zoning Ordinance that is not being handled as a minor variance or administrative minor variance.
- 2) **SECONDARY VARIANCE:** Seeks relief from variance decisions and interpretations made by the zoning administrator or relief from minor variance or administrative minor variance requests.
- 2) **CONCURRENT VARIANCE:** Seeks relief from any provision in the Zoning Ordinance when filed simultaneously with a rezoning, use permit, or zoning modification request on the same property.

**MINOR & ADMINISTRATIVE MINOR VARIANCES
[NO PUBLIC HEARING REQUIRED]**

- 1) **MINOR VARIANCE:** Seeks relief from the minimum yard requirements, not to exceed 10% of required setback (example: 35-foot front yard = 3.5-foot variance)
- 2) **ADMINISTRATIVE MINOR VARIANCE:** Relief requiring 1 foot or less from required building setback

VARIANCE CONSIDERATIONS:

- 1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or **See letter of intent.**

- 2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or **See letter of intent.**

- 3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.
See letter of intent.

SECTION III LEGAL DESCRIPTION OF PROPERTY (Legal description/survey must match submitted site plan.)

SUBDIVISION _____ UNIT/PHASE: _____ LOT NO(S): _____

LAND LOT(S): 9F DISTRICT: 8 TAX ID: 09F020300080267

PROPERTY ADDRESS 0 Senoia Road

SECTION IV AUTHORITY TO PURSUE VARIANCE

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. **[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]**

Knowles Trucking Company, Inc.

TYPE OR PRINT OWNER'S NAME

137 Commerce Drive, Tyrone, Georgia

ADDRESS

Tyrone, Georgia 30290-0309

CITY, STATE & ZIP CODE

Sworn to and subscribed before me this _____ day of

_____ 20 _____

NOTARY PUBLIC

~~See sect. 1.5 of enclosed contract for zoning approval~~

OWNER'S SIGNATURE

(470) 414-2910

AREA CODE/ PHONE NUMBER

jktc@live.com

EMAIL ADDRESS

Part 2. APPLICANT INFORMATION

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Charlie Tate

TYPE OR PRINT PETITIONER'S NAME

2472 Jett Ferry Road, Suite 400-140

ADDRESS

Dunwoody, Georgia 30338

CITY & STATE

ZIP CODE

Sworn to and subscribed before me this the

_____ Day of _____ 20 _____

NOTARY PUBLIC

(410) 967-4358

PHONE NUMBER

PETITIONER'S SIGNATURE

ctate@vidacompanies.com

EMAIL ADDRESS

V. ATTORNEY/AGENT INFORMATION

CHECK ONE: ATTORNEY AGENT

Harold Buckley, Jr

TYPE OR PRINT ATTORNEY/AGENT NAME

2849 Paces Ferry Road, Suite 700

ADDRESS

Atlanta, Georgia 30339

CITY, STATE & ZIP CODE

404 853-5050

AREA CODE/PHONE NUMBER

hbuckley@wbilegal.com

EMAIL ADDRESS

Harold Buckley Jr.

SIGNATURE OF ATTORNEY/AGENT



VARIANCE APPLICATION CHECKLIST

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Fees: \$350 per variance application and \$31 public hearing sign

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Address: 0 Senoia Road

Parcel ID#: 09F020300080267 Land Lot: 9F District: 8 Acreage: 10.76

Request: Reduce parking requirement to 436 space and reduce buffer requirement along west and south property lines from 50 feet to 15 feet.

CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPES IN SECTION II.

SECTION II VARIANCES REQUIRING PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION OR CITY COUNCIL

- 1) **PRIMARY VARIANCE:** Seeks relief from any provision in the Zoning Ordinance that is not being handled as a minor variance or administrative minor variance.
- 2) **SECONDARY VARIANCE:** Seeks relief from variance decisions and interpretations made by the zoning administrator or relief from minor variance or administrative minor variance requests.
- 2) **CONCURRENT VARIANCE:** Seeks relief from any provision in the Zoning Ordinance when filed simultaneously with a rezoning, use permit, or zoning modification request on the same property.

**MINOR & ADMINISTRATIVE MINOR VARIANCES
[NO PUBLIC HEARING REQUIRED]**

- 1) **MINOR VARIANCE:** Seeks relief from the minimum yard requirements, not to exceed 10% of required setback (example: 35-foot front yard = 3.5-foot variance)
- 2) **ADMINISTRATIVE MINOR VARIANCE:** Relief requiring 1 foot or less from required building setback

VARIANCE CONSIDERATIONS:

- 1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or **See letter of intent.**

- 2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or **See letter of intent.**

- 3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.
See letter of intent.

SECTION III LEGAL DESCRIPTION OF PROPERTY (Legal description/survey must match submitted site plan.)

SUBDIVISION _____ UNIT/PHASE: _____ LOT NO(S): _____

LAND LOT(S): 9F DISTRICT: 8 TAX ID: 09F020300080267

PROPERTY ADDRESS 0 Senoia Road

SECTION IV AUTHORITY TO PURSUE VARIANCE

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. **[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]**

Knowles Trucking Company, Inc.

TYPE OR PRINT OWNER'S NAME

137 Commerce Drive, Tyrone, Georgia

ADDRESS

Tyrone, Georgia 30290-0309

CITY, STATE & ZIP CODE

Sworn to and subscribed before me this _____ day of

_____ 20 _____

NOTARY PUBLIC

~~See sect. 1.5 of enclosed contract for zoning approval~~

OWNER'S SIGNATURE

(470) 414-2910

AREA CODE/ PHONE NUMBER

jktc@live.com

EMAIL ADDRESS

Part 2. APPLICANT INFORMATION

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Charlie Tate

TYPE OR PRINT PETITIONER'S NAME

2472 Jett Ferry Road, Suite 400-140

ADDRESS

Dunwoody, Georgia 30338

CITY & STATE

ZIP CODE

Sworn to and subscribed before me this the

_____ Day of _____ 20 _____

NOTARY PUBLIC

(410) 967-4358

PHONE NUMBER

PETITIONER'S SIGNATURE

ctate@vidacompanies.com

EMAIL ADDRESS

V. ATTORNEY/AGENT INFORMATION

CHECK ONE: ATTORNEY AGENT

Harold Buckley, Jr

TYPE OR PRINT ATTORNEY/AGENT NAME

2849 Paces Ferry Road, Suite 700

ADDRESS

Atlanta, Georgia 30339

CITY, STATE & ZIP CODE

404 853-5050

AREA CODE/PHONE NUMBER

hbuckley@wbilegal.com

EMAIL ADDRESS

Harold Buckley Jr.

SIGNATURE OF ATTORNEY/AGENT

Record and Return To:
Tisinger, Tisinger, Vance & Greer, P.C.
100 Wagon Yard Plaza
Carrollton, Georgia 30117
Att: Real Estate 15536/M0858 (Anika Corp.)

LIMITED WARRANTY DEED

GEORGIA, CARROLL COUNTY:

THIS INDENTURE, Made this 29th day of July 2004, between **KNOWLES TRUCKING COMPANY**, of the first part, hereinafter called Grantor, and **ANIKA CORP.**, a Georgia corporation, hereinafter called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100--- (\$10.00)---DOLLARS PLUS OTHER VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, his heirs and assigns, all that tract or parcel of land more particularly described as follows, to-wit:

All that tract or parcel of land lying and being in Land Lot 8 of the 9th District, Fulton County, Georgia, being more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.

Grantee Address: 1503 Fountain Glen Court; Peachtree City, GA 30269
Tax Parcel: 9F-0203-8-6-9
Grantors Source Deed: Book 8507 Page 47, Fulton County

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, his heirs and assigns, forever, in Fee Simple.

AND THE SAID Grantor, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said Grantee, his heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, the day and year above written.

KNOWLES TRUCKING COMPANY

By: Joy E Knowles (SEAL)
Joy E. Knowles, President

By: Jerry Edward Knowles (SEAL)
Jerry Edward Knowles, Vice-President

By: Lurline Knowles (SEAL)
Lurline Knowles Secretary

Signed, sealed and delivered
in presence of.

Witness

Edith A Haney
Notary Public

My Comm. Expires:

(SEAL)

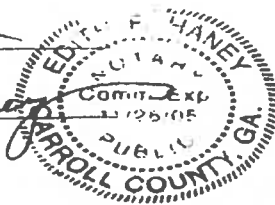




Exhibit "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 8 District 9F, Fulton County, Georgia and being more particularly described as follows:
Beginning at the intersection of the west right of way of State Route 74 a.k.a. Senoia Road with the south right of way of Landrum Road 60' right of way (abandon), proceeding thence S 06°24'27"W a distance of 300.00' tap, proceeding thence N 84°20'41" W a distance of 300.00' tap, proceeding thence N 06°24'27"E a distance of 300.00' tap on the south right of way of Landrum Road 60' right of way (abandon), proceeding thence along said right of way S 84°20'41"E a distance of 300.00' to the Point of Beginning. Said tract contains 2.0659 acres as depicted on Boundary and Topographic Survey prepared by P.T. & B. Engineering, Inc. prepared for Georgia World of Beverages dated June 9, 2004 bearing a job number of 04134.

WARRANTY DEED - Form 4 (2/71) (4/76)



STATE OF GEORGIA

CLAYTON County

THIS INDENTURE, made this 31st day of May in the year of our Lord One Thousand Nine Hundred and Eighty - Three...

WITNESSETH That the said part Y of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION...

All that tract or parcel of land lying and being in Land Lot 8 of the 9th District of formerly Fayette, now Fulton County, Georgia, more particularly shown and delineated on plat of survey made by Delta Engineers & Surveyors, Inc., dated March 15, 1973, which is made a part of this description by reference thereto and being more particularly described as follows:

BEGINNING at a point marked by a nail at the corner formed by the intersection of the south side of Landrum Road, which has a right of way of 60 feet in width, and the west side of Senoia Road (also known as State Highway #74) and having a right of way of 40 feet in width; thence south along the west side of Senoia Road a distance of eight hundred fifteen and four-tenths (815.4) feet to an iron pin; thence north 89 degrees 48 minutes 40 seconds west eight hundred four and three-tenths (804.3) feet to an iron pin; thence north 00 degrees 20-minutes 10 seconds east eight hundred ten (810) feet to an iron pin located on the south side of Landrum Road; thence east along the south side of Landrum Road a distance of eight hundred eleven and nine-tenths (811.9) feet to the point of beginning.

Fulton County, Georgia
Bond Estimate Returned \$0.00
Paid \$ 150.00
Date JUN 7 1983
BARBARA J. PRICE
Clerk
by [Signature]
Deputy Clerk

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded JUN 7 1983 2:33 Barbara J. Price CLERK

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said part Y of the second part, itself, its successors and assigns forever, IN FEE SIMPLE.
And the said part Y of the first part, for herself, her heirs, executors and administrators will warrant and forever defend the right to the above described property unto the said part Y of the second part, itself, its successors & assigns and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set her hand and affixed her seal, the day and year above written.

Signed, sealed and delivered in the presence of

Witness [Signature] N. P. Notary Public, Georgia State at Large My Commission Expires 12/19/86
HENRIETTA J. LEWIS (SEAL)

Deed Book 38398 Pg 7
Filed and Recorded Aug-30-2004 10:42am
2004-0277058
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Prepared by and Return to:
Tisinger, Tisinger, Vance & Greer, P.C.
100 Wagon Yard Plaza
Carrollton, GA 30117
Attn: Real Estate Dept.
Ref: 15536/M0858 (Anika Corp.)

NAME AFFIDAVIT

GEORGIA, CARROLL COUNTY:

Personally appeared before me, the undersigned officer authorized to administer oaths, Joe E. Knowles, Jerry Edward Knowles and Lurline Knowles, officers, shareholders and directors of Knowles Trucking Company who after being duly sworn, depose and say on oath Knowles Trucking Company is one and the same as Knowles Trucking Co., Inc. having been incorrectly identified in that deed recorded at deed book 8507, Page 47, Fulton County Deed Records.

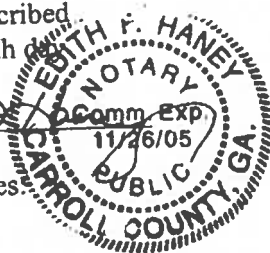
IT IS SO SWORN, this 29th day of July, 2004.

Knowles Trucking Company

Joe E Knowles (SEAL)
Joe E. Knowles, President and Individually
Jerry Edward Knowles (SEAL)
Jerry Edward Knowles, Vice President and Individually
Lurline Knowles (SEAL)
Lurline Knowles, Secretary and Individually

Sworn to and subscribed
before me, this 29th day
of July, 2004.

Eg Edith
Notary Public
My Comm. Expires
(SEAL)



2453953

RIGHT OF WAY DEED

GEORGIA, FULTON COUNTY

In consideration of the benefits which will accrue to the undersigned property owner(s) from laying out, constructing and otherwise improving a public road across the property of the undersigned, and as an inducement to Fulton County to do said work, the undersigned do es hereby agree and dedicate to said County, and its duly constituted authorities, all right, title and interest which the undersigned has or may have in and to any portion of the property of the undersigned, included in or embraced within the limits of the right of way and appurtenances, spillways and embankments, described and more fully set forth in a plat thereof on file in the office of the Director of Public Works of Fulton County, reference to which is hereby made for a more detailed description, but being generally known as Landrum Road Widening.

The undersigned property owner(s) hereby deed(s) to Fulton County sufficient land to make a right of way for said road eighty (80) feet in width and/or forty (40) feet from center line. Said land is in Land Lot(s) 8 of the 9th District of Fulton County, Georgia.

And the undersigned hereby release(s) Fulton County, its agents and officers from any and all liability for damages occasioned directly or indirectly by the work contemplated and provided for herein.

In addition to the foregoing, the undersigned do es further dedicate and grant to Fulton County an easement on the adjoining land of the undersigned necessary for the construction of standard slopes to protect roadway, embankments and other appurtenances.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, FEB 10 1975 at 2:42 P.M.

Barbara J. Price CLERK

IN WITNESS WHEREOF, the undersigned has hereunto set his hand(s) and seal(s) this the 13 day of December, 1974.

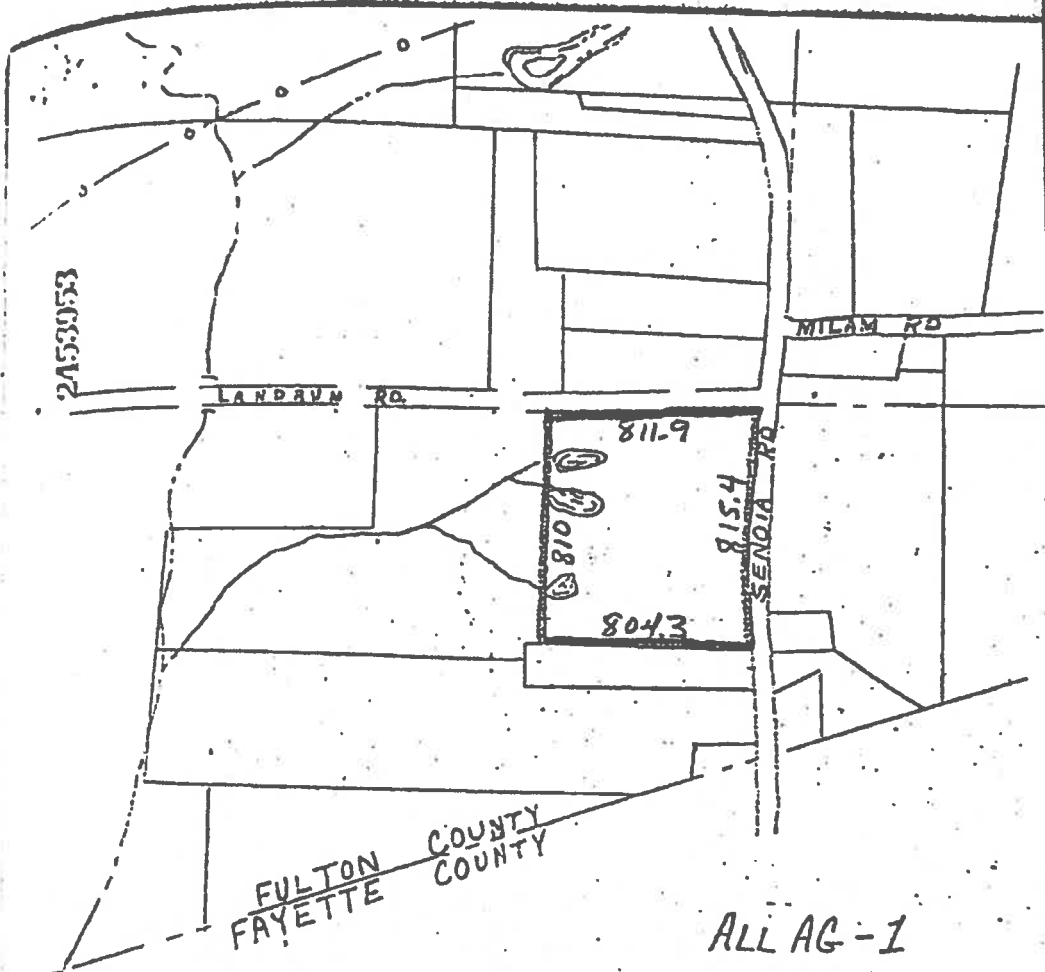
Signed, sealed and delivered in the presence of:

Witness: [Signature] (LS)

Notary Public: Lewis Coward (LS)

My Commission Expires August 20, 1977 (LS)





FULTON COUNTY
 FAYETTE COUNTY

ALL AG-1

Z 74 - 122 F.C.

SENOIA ROAD

L.L. 8, DIST 9F

GEORGE H. JOHNSON

BY: ANDREW A. LEWIS

BOOK 6215 PAGE 401

SKETCH 3

2453954
GEORGIA, FULTON COUNTY

RIGHT OF WAY DEED

In consideration of the benefits which will accrue to the undersigned property owner(s) from laying out, constructing and otherwise improving a public road across the property of the undersigned, and as an inducement to Fulton County to do said work, the undersigned do es hereby agree and dedicate to said County, and its duly constituted authorities, all right, title and interest which the undersigned ha s or may have in and to any portion of the property of the undersigned, included in or embraced within the limits of the right of way and appurtenances, spillways and embankments, described and more fully set forth in a plat thereof on file in the office of the Director of Public Works of Fulton County, reference to which is hereby made for a more detailed description, but being generally known as Senola Road Widening.

The undersigned property owner(s) hereby deed(s) to Fulton County sufficient land to make a right of way for said road one hundred four (100 feet in width and/or fifty-two (52) feet from center line. Said land is in Land Lot(s) A of the 97 District of Fulton County, Georgia.

And the undersigned hereby release(s) Fulton County, its agents and officers from any and all liability for damages occasioned directly or indirectly by the work contemplated and provided for herein.

In addition to the foregoing, the undersigned do es further dedicate and grant to Fulton County an easement on the adjoining land of the undersigned necessary for the construction of standard slopes to protect roadway, embankments and other appurtenances.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, FEB 10 1975 at 2:42 P. M.

Barbara J. Rice CLERK

IN WITNESS WHEREOF, the undersigned ha s hereunto set his hand(s) and seal(s) this the 13 day of December, 1974.

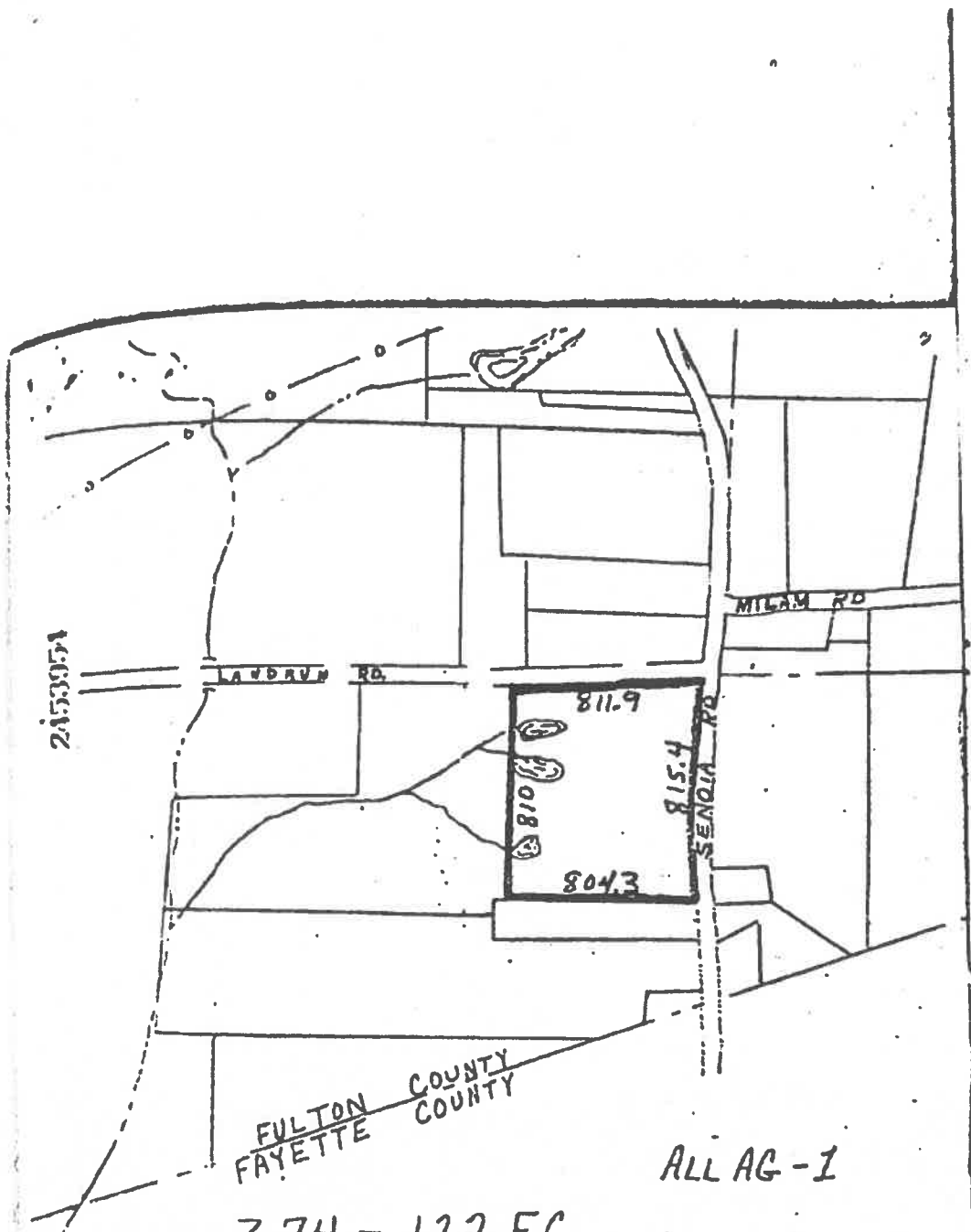
Signed, sealed and delivered in the presence of:

Sheila Gray Lewis _____ (LS)
Witness *Charles H. Lewis*

Pewis Cowart _____ (LS)
Notary Public

My Commission Expires August 20, 1977 _____ (LS)





FULTON COUNTY
FAYETTE COUNTY

ALL AG-1

Z 74 - 122 F.C.

SENDIA ROAD

L.L. 8, DIST 9F

GEORGE H. JOHNSON

BY: ANDREW A. LEWIS

BOOK 6215 PAGE 403

SKETCH 3

DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DEED

GEORGIA, FULTON COUNTY

PROJECT NO. SR-1057(9)

P.I. NO. 320831

THIS CONVEYANCE made and executed the 6th day of MAY, 1986.
WITNESSETH that Knowles Trucking Co., Inc., the
undersigned, is the owner of a tract of land in Fulton
COUNTY through which the widening and improvements of Senoia Road,
known as Project No. SR-1057(9), has been laid out by the
Department of Transportation being more particularly described in a map and
drawing of said road in the office of the Department of Transportation, No.
2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the
construction and maintenance of said road, and in consideration of ONE
DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, I
do hereby grant, sell and convey to said Department of Transportation, and
their successors in office so much land as to make a right of way for said
road as surveyed, being more particularly described as follows:

"SEE ATTACHED DESCRIPTION"

For the same consideration I hereby convey and relinquish to the
Department of Transportation all rights of access between the limited access
highway and approaches thereto on the above numbered highway project and my
remaining real property from which said right of way is taken except at such
points as designated and shown on the attached plat prepared by the
Department of Transportation.

Said right of way is hereby conveyed, consisting of 1.589
acres, more or less, is shown in color on the plat of the property prepared
by the Department of Transportation, dated December 3, 1984; revised
March 3, 1986, attached hereto and made a part of this
description.

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and
bind myself, my heirs, executors and administrators forever to defend by
virtue of these presents.

In Witnesseth whereof, I have hereunto set my hand and seal the day
above written.

Signed, sealed and delivered N.P. SEAL
this 6th day of MAY, 1986, in the presence of:
Fulton County Clerk
Notary Public
F-288 8
Date MAY 14 1986
BY: Barbara J. Price (L.S.)
Barbara J. Price (L.S.)
Clerk
County Clerk

Barbara J. Price
Witness
Notary Public
NOTARY COMMISSION EXPIRES AUG. 2, 1993



Parcel No. 10 BK10103 PAGE 146

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded MAY 14 1986 at 10:44 Barbara J. Price Clerk
DOT 118 LA-NA
Revised 7/85

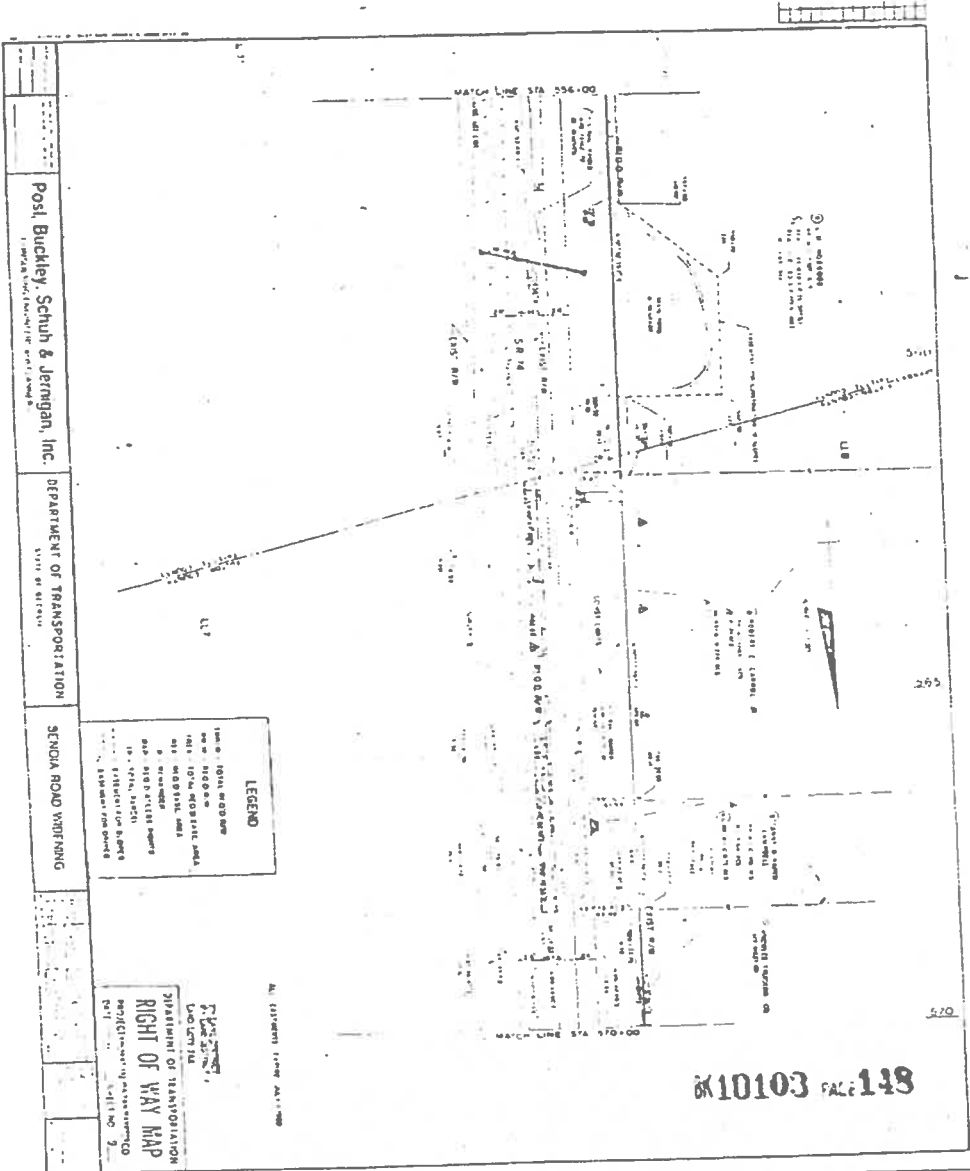
Project No.: SR-1057(9) Fulton County
Parcel No.: 10
Take: 1.589 Acres
Date: December 3, 1984
Revised: March 3, 1986

All that tract or parcel of land lying and being in Land Lot 8 of the 9th Land District F of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point of the section of the Grantor's southern property line with the western existing right of way line of State Route 74, said point being 16.59 feet left of and opposite Station 568 + 24.75 on the construction centerline of State Route 74 on Georgia Highway Project SR-1057(9); thence S89°48'40"W a distance of 83.42 feet to a point 99.27 feet left of and opposite Station 568 + 23.11 on said construction centerline; thence N00°52'39.7"E a distance of 19.72 feet to a point 99.99 feet left of and opposite Station 576 + 42.91 on said construction centerline; thence S86°21'41.5"E a distance of 94.87 feet to a point 5.13 feet right of and opposite Station 576 + 41.65 on said construction centerline; thence southwesterly along said existing right of way line, a corner distance of 817.20 feet back to the point of beginning.

Also, granted is the right to an easement for the construction of fence replacement shown colored green on the attached plat and expires July 1, 1988.

8K10103 PK 147



Post Buckley, Schuh & Jernigan, Inc.

DEPARTMENT OF TRANSPORTATION
STATE OF TEXAS

SENDA ROAD WIDENING

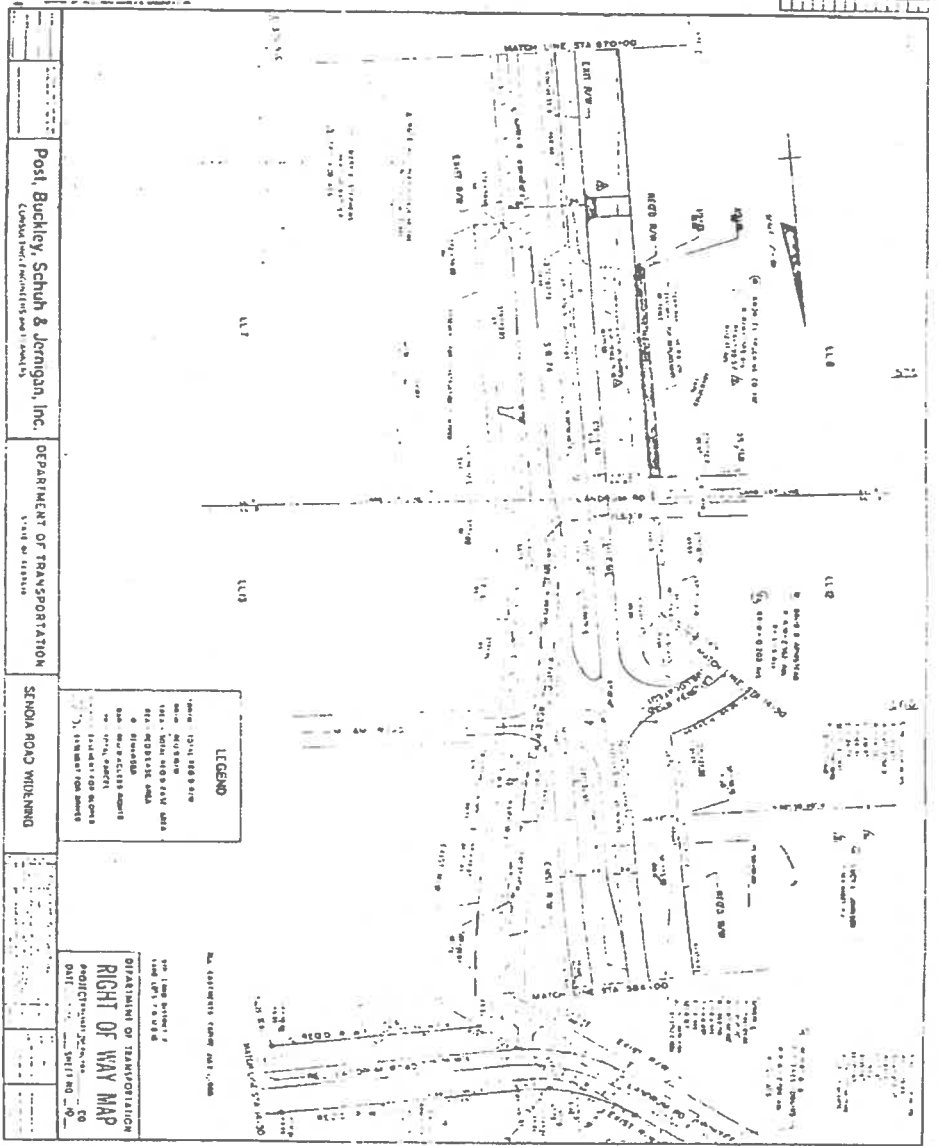
LEGEND

EXISTING ROADWAY
 PROPOSED ROADWAY
 PROPOSED DRIVEWAY
 PROPOSED SIDEWALK
 PROPOSED BIKEWAY
 PROPOSED UTILITY
 PROPOSED FENCE
 PROPOSED SIGN

DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT NO. 148-001
 SHEET NO. 2

OK 10103 PAGE 148

611 PM 60101W



Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS

DEPARTMENT OF TRANSPORTATION
STATE OF ILLINOIS

SENeca ROAD WIDENING

LEGEND

1. 10' WIDENING
2. 15' WIDENING
3. 20' WIDENING
4. 25' WIDENING
5. 30' WIDENING
6. 35' WIDENING
7. 40' WIDENING
8. 45' WIDENING
9. 50' WIDENING
10. 55' WIDENING
11. 60' WIDENING
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15. 80' WIDENING
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140. 705' WIDENING
141. 710' WIDENING
142. 715' WIDENING
143. 720' WIDENING
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158. 795' WIDENING
159. 800' WIDENING
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184. 925' WIDENING
185. 930' WIDENING
186. 935' WIDENING
187. 940' WIDENING
188. 945' WIDENING
189. 950' WIDENING
190. 955' WIDENING
191. 960' WIDENING
192. 965' WIDENING
193. 970' WIDENING
194. 975' WIDENING
195. 980' WIDENING
196. 985' WIDENING
197. 990' WIDENING
198. 995' WIDENING
199. 1000' WIDENING

SENeca ROAD WIDENING
PROJECT NO. 60101
DATE: 1960

DEPARTMENT OF TRANSPORTATION
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
CONSULTING ENGINEERS

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded MAY 14 1993 at 10:41 Barbara J. Line CLERK

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PROJECT NO. RWRS-1057(9) Fulton-Fayette

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE made between Henrietta J. Lewis
of the State of Georgia, County of Fulton, of the first part,
and the Department of Transportation, of the second part.

WITNESSETH, that the undersigned holds a lien, mortgage, or other
instrument, executed by Knowles Trucking Company, Inc.
on May 31, 1983, which constitutes an encumbrance on certain land
which Knowles Trucking Company, Inc. has
agreed to convey to the Department of Transportation for road purposes and
the construction of a Federal Aid road by the Department of Transportation.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) in hand paid,
the receipt whereof is hereby acknowledged, the undersigned does hereby
consent to the execution of, and join in said conveyance to the Department
of Transportation, and does hereby waive the lien or title of such lien,
mortgage, or security deed, in favor of said Department of Transportation
as to the land to be conveyed by the aforesaid debtor for road purposes.

The land hereby released to the Department of Transportation, consisting
of 1.814 acres and N/A square feet of easement, is more particularly
described by a plat and description of said property which are attached
hereto and made a part hereof by reference.

It is agreed and understood that the undersigned does not warrant title
to the described property, but simply quit claims the interest of said
undersigned therein.

Witness the hand and seal of the undersigned, this 22nd day of
April, 1986.



Henrietta J. Lewis (L.S.)
Henrietta J. Lewis (L.S.)

(L.S.)

Signed, Sealed, and Delivered
this 22nd day of April,
1986 in presence of:

[Signature]
Witness
[Signature]
Notary Public

NOTARY PUBLIC EXPIRES AUG 2, 1993

W10103 PAGE 150

Parcel No. 10

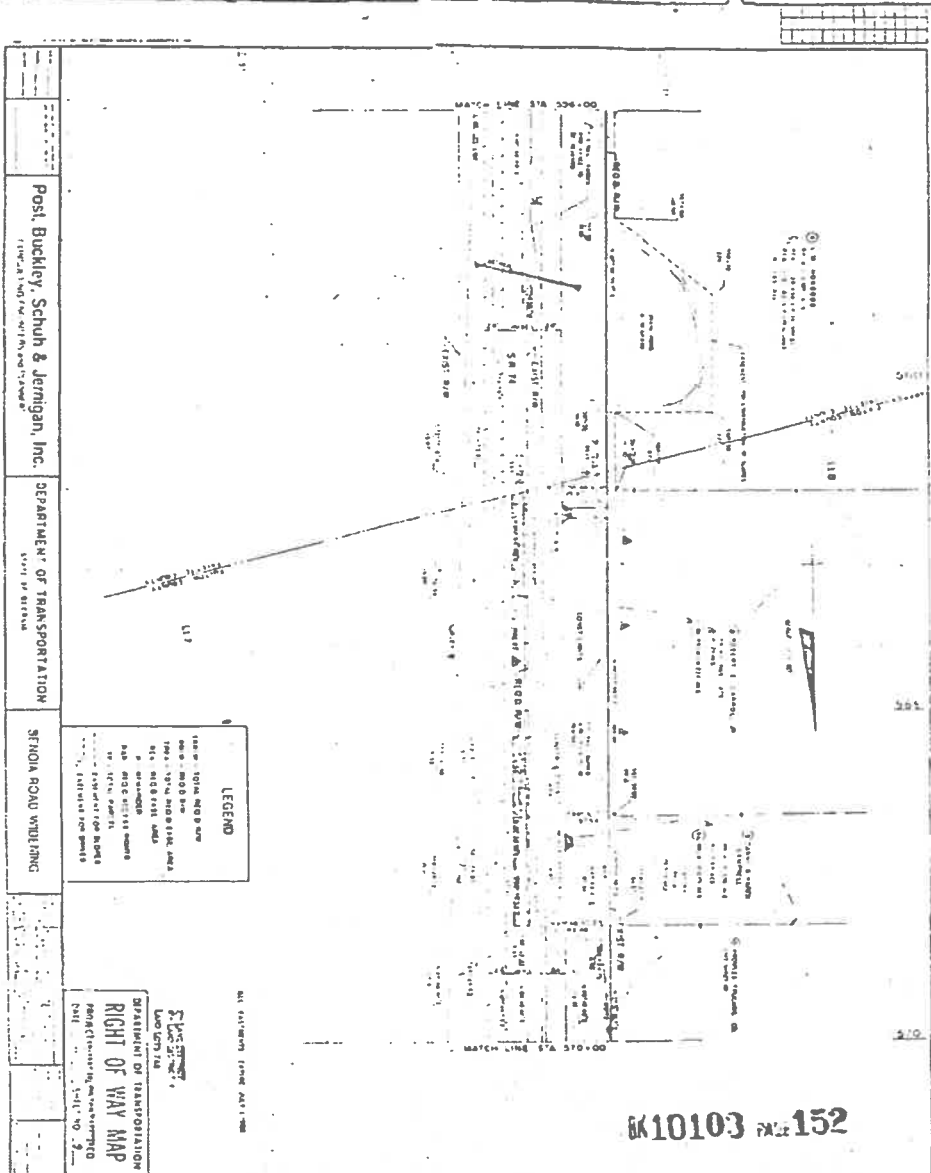
Project No.: SR-1057(9) Fulton County
Parcel No.: 10
Take: 1.589 Acres
Date: December 3, 1988
Revised: March 3, 1989

All that tract or parcel of land lying and being in Land Lot 8 of the 9th Land District of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point of intersection of the Grantor's southern property line with the western existing right of way line of State Route 74, said point being 16.59 feet left of and opposite Station 568 + 24.75 on the construction centerline of State Route 74 on Georgia Highway Project SR-1057(9); thence S89°48'40"W a distance of 83.42 feet to a point 99.27 feet left of and opposite Station 568 + 23.11 on said construction centerline; thence N00°52'39.7"E a distance of 819.72 feet to a point 99.99 feet left of and opposite Station 576 + 42.91 on said construction centerline; thence S86°21'41.5"E a distance of 94.87 feet to a point 5.13 feet right of and opposite Station 576 + 41.65 on said construction centerline; thence southwesterly along said existing right of way line, a combined distance of 817.20 feet back to the point of beginning.

Also, granted is the right to an easement for the construction of fence replacement shown colored green on the attached plat and expires July 1, 1988.

W10103 151



BK10103 PLAN 152

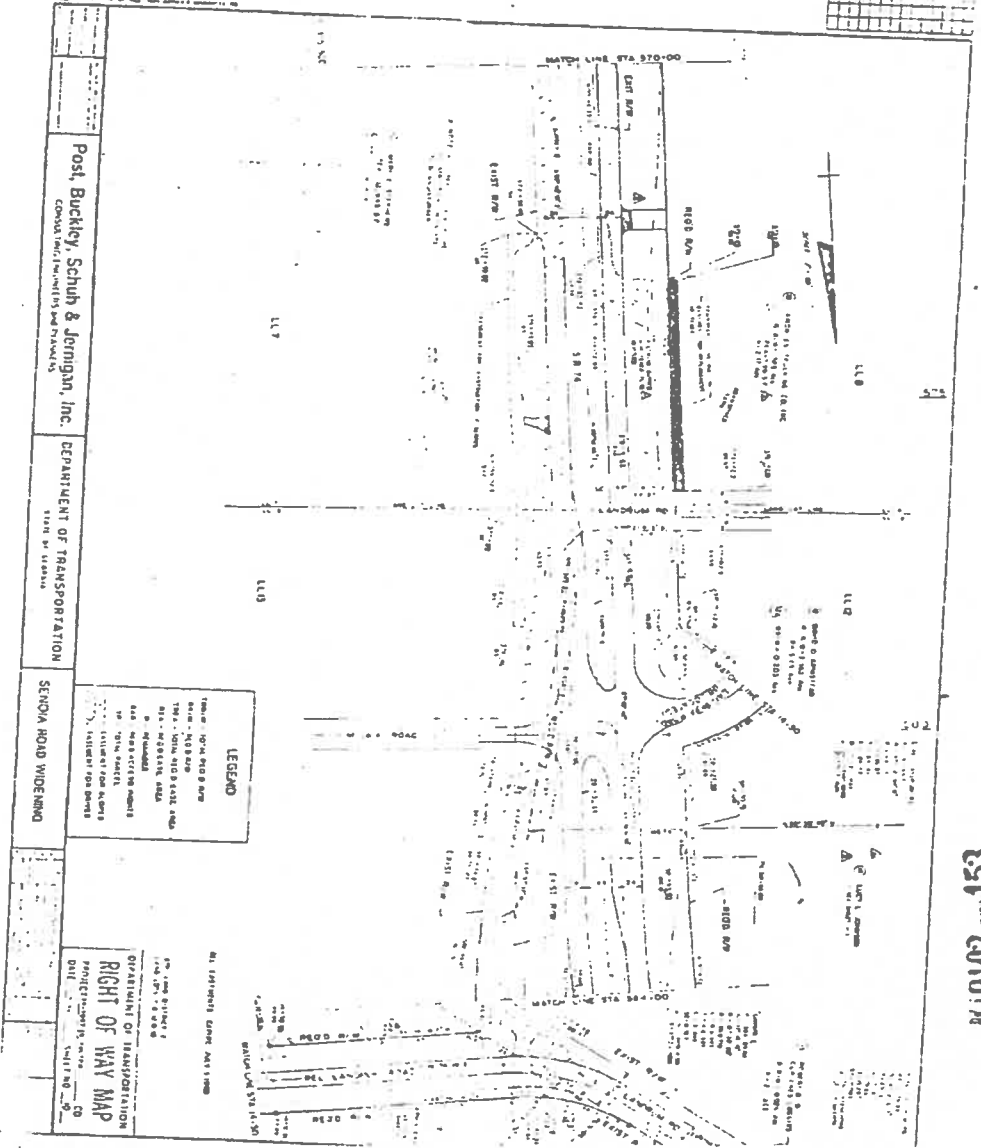
LEGEND

SEE PLAN FOR ALL
DIMENSIONS AND
NOTES. ALL DIMENSIONS
ARE IN FEET AND INCHES.
ALL DISTANCES ARE
ALONG THE CENTERLINE.
ALL DIMENSIONS ARE
AS SHOWN ON THIS PLAN.

DATE: 10/15/54
DRAWN BY: J. J. [unclear]
CHECKED BY: J. J. [unclear]
**DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP**
PROJECT: [unclear]
SHEET NO. 152

Post, Buckley, Schuh & Jernigan, Inc.
DEPARTMENT OF TRANSPORTATION
STUDY OF DESIGN
STROMA ROAD WIDENING

153



LEGEND

THICK - 10" WIDE ROAD
 THIN - 5" WIDE ROAD
 DOTTED - 10" WIDE ROAD
 DASHED - 5" WIDE ROAD
 SOLID - 10" WIDE ROAD
 DOTTED - 5" WIDE ROAD
 DASHED - 5" WIDE ROAD
 SOLID - 5" WIDE ROAD
 DOTTED - 5" WIDE ROAD
 DASHED - 5" WIDE ROAD
 SOLID - 5" WIDE ROAD

DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT NO. 153
 DATE: 1953

Post, Buckley, Schuh & Jernigan, Inc.
 CONSULTING ENGINEERS AND ARCHITECTS

DEPARTMENT OF TRANSPORTATION
 STATE OF TEXAS

SECOND ROAD WIDENING

Prepared by and Return to:
Tisinger, Tisinger, Vance & Greer, P.C.
100 Wagon Yard Plaza
Carrollton, GA 30117
Attn: Real Estate 15536/M0858 (Anika Corp.)

AGREEMENT AND UTILITIES EASEMENT

Come Now the Undersigned and acknowledge and agree as follows:

The Undersigned acknowledges that Anika Corporation purchased that property shown and described on Exhibit "A" attached hereto (the Purchased Property); and


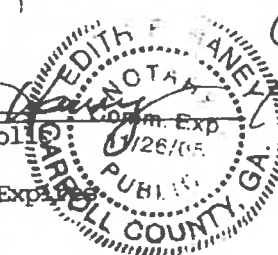
The Undersigned further acknowledges that Anika Corporation intends to develop and improve said property for commercial purposes; and

The Undersigned has retained ownership of property to the North, West and East of that property shown on Exhibit "A", such property being described in Deed Book 8507, Page 47 Fulton County, Georgia (the Subject Property); and

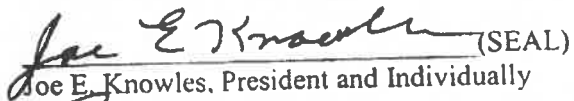
The Undersigned agrees that Anika Corporation, its successors and assigns shall have limited access to the Subject Property solely for the purpose of obtaining access to, and connections with, such utilities (including but not limited to electricity, gas and water), as are necessary for the construction, operation, development and use of the Purchased Property for commercial purposes.


Sworn to and subscribed
before me, this 29th day of
July, 2004


witness


Notary Public
My Comm. Expires 7/26/05

(SEAL)

Knowles Trucking Company


Joe E. Knowles, President and Individually


Jerry Edward Knowles, Vice President and Individually


Lurline Knowles, Secretary and Individually

Please record and return to:
Michael J. Hay, Esq.
ANDERSEN, TATE & CARR, P.C.
Post Office Box 2000
Lawrenceville, GA 30046-2000
File # 19692 (JW)
70040

STATE OF GEORGIA
COUNTY OF CARROLL

GRANT OF EASEMENT

It is hereby agreed that KNOWLES TRUCKING COMPANY, hereinafter called Grantor, for the sum of \$1.00 and other valuable consideration paid by ANIKA CORPORATION, hereinafter called Grantee, does grant, sell, and convey unto Grantee a nonexclusive one hundred fifty foot (150) easement for ingress and egress and other commercial purposes, said easement being described as follows:

JK
WK

All that tract or parcel of land lying and being in Land Lot 8, District 9F of Fulton County, Georgia and being further described as follows. To find the point of beginning commence at the intersection of the west right of way of State Route 74 (aka Senola Road) with the south right of way of Landrum Road (80 foot right of way, abandoned), proceeding thence South 06 degrees 24 minutes 27 seconds West along the Easterly right of way of State Route 74 a distance of 300 feet to the Point of Beginning, thence continuing along said right of way a distance of 150 feet thence leaving said right of way and proceeding North 84 degrees 20 minutes 41 seconds West a distance of 300 feet to a point, thence North 06 Degrees 24 Minutes 27 seconds East a distance of 150 feet to a point, thence South 84 Degrees 20 minutes 41 seconds East a distance of 300 feet to the Point of Beginning.

JK
WK

The easement, rights and privileges herein granted shall be perpetual and Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

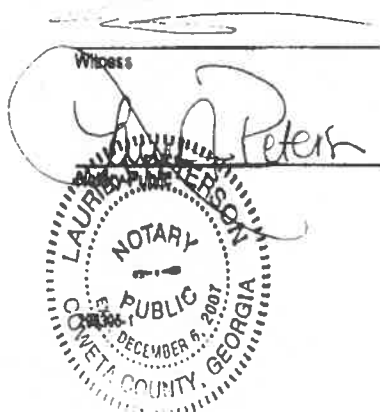
IN WITNESS WHEREOF, this instrument is executed this 25th day of January 2007. JK WK

Signed, sealed and delivered in the presence of

GRANTOR:
KNOWLES TRUCKING COMPANY

By: Lustine Knowles
Name: Lustine Knowles
Title: Owner

Attest: [Signature]
Name: Wanda R. [Signature]
Title: Notary Public



(Corp. Seal)

CLIENT

VIDA

PROJECT NAME

FAIRBURN - SENOIA ROAD

PRESENTATION DATE

2024.06.03

SITE PLAN LEGEND

- 1 Site Entry/Exit
- 2 Residential Building
- 3 Leasing/Amenity
- 4 Retail/Restaurant
- 5 Co-working (1-story, units above)
- 6 Pool
- 7 Public Greenspace
- 8 Private Greenspace
- 9 Trash Enclosure
- 10 Maintenance Building
- 11 Monument Sign

DEVELOPMENT SUMMARY

Residential Buildings
 (2) 4-Story Buildings (48ft Max Height)

Units
 +/- 284 Units (936 SF Avg)
 60% 1 Bedroom (785 SF Avg)
 35% 2 Bedroom (1150 SF Avg)
 5% 3 Bedroom (1250 SF Avg)

Amenity
 +/- 7,000 SF

Commercial
 +/- 7,000 SF (Retail and Coffee)

Parking Provided
 +/- 455 Total Parking Spaces
 (1.5 MF Spaces/Unit)



SITE PLAN

S

AMENITY & COMMERCIAL
simple details | layering | transparency



COLOR PALETTE
contrast | warmth | grounded



BUILDING DESIGN ELEMENTS
residential scale | box bay features | simple form



DESIGN INSPIRATION

CLIENT

VIDA

PROJECT NAME

FAIRBURN - SENOIA ROAD

PRESENTATION DATE

2024.06.03

ELEVATION KEYNOTES

- 1 Masonry Veneer
- 2 Fiber Cement Lap Siding
- 3 Fiber Cement Panel
- 4 Primary Retail Entry
- 5 Retail Seating
- 6 Asphalt Shingle Roof
- 7 Entrance Canopy
- 8 Fiber Cement Wrapped Post
- 9 Decorative Bracket

**SENOIA ROAD ENTRY**

CLIENT

VIDA

PROJECT NAME

FAIRBURN - SENOIA ROAD

PRESENTATION DATE

2024.06.03

ELEVATION KEYNOTES

- ① Masonry Veneer
 - ② Fiber Cement Lap Siding
 - ③ Fiber Cement Panel
 - ④ Primary Retail Entry
 - ⑤ Retail Seating
 - ⑥ Asphalt Shingle Roof
 - ⑦ Entrance Canopy
 - ⑧ Fiber Cement Wrapped Post
 - ⑨ Decorative Bracket
-



LANDRUM RD APPROACH

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBLEGAL.COM

HAROLD BUCKLEY, JR.

HBUCKLEY@WBLEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

June 3, 2024

VIA ELECTRONIC SUBMISSION

City of Fairburn, Georgia
c/o S. Denise Brookins, Director
Department of Planning and Zoning
56 Malone Street-P. O. Box 145
Fairburn, Georgia 30213

RE: Letter of Intent for Request by Vida Companies for Variances From the City's C-2 Zoning Regulations Governing Minimum Parking and Buffer Requirements, and minimum brick façade ratios and maximum building height.

Dear Planning and Zoning Commission:

This firm represents Vida Companies, which specializes in high quality multi-family residential development. Vida's corporate imperative is to be a "light to others," in accordance with Jesus' teachings in Matthew 5:14-16. In furtherance of this priority, Vida focuses on being a good neighbor and citizen in the communities it serves by creating housing with a "sense of place" and "memorable moments," as well as giving 5% of its corporate profits back to charitable causes in those communities. Vida currently desires to bring its unique, high-quality development and corporate ethos to the city of Fairburn.

Vida has contracted to purchase a 10.79-acre property that wraps around the corner lot at the southwest corner of Senoia Road and Landrum Road (the "Site"), which it desires to develop with a mixed-use development.¹ The proposed development would include a 280-unit multi-family residential component, of which 60% of the units would be 1 bedroom, 35% would be 2-bedroom, and 5% would be 3-bedroom. Approximately 7,000 square feet of the residential development component would be dedicated to residential amenities. The proposed development would also include a 7,000-square-foot commercial component that would be divided into two tenant spaces. Vida is targeting restaurant uses for these commercial tenant spaces. As required by section 80-84(c)(4)a of the C-2 zoning regulations, the proposed multi-family component will be physically integrated with the commercial component.

The following variances will be necessary for Vida to achieve its development vision: (1) reduce the Site's minimum buffer requirement, (2) reduce the development's minimum parking

¹ The Site currently has a 0 Senoia Road address but it can be distinguished by its parcel identification number, which is 09F-0203-0008-026-7.
96096 | 091205-000007
1014257.1 | 242169-000001

WILSON BROCK & IRBY, L.L.C.

VIDA COMPANIES VARIANCE LETTER OF INTENT

June 3, 2024

Page 2

requirement, (3) amend the requirement for 100% brick on front facades to allow Vida's buildings as designed, and (4) increase the maximum building height to compensate for Vida's substantially undulating topography. Regarding the first variance, the Site abuts AG-zoned property to the west and south, which subjects those property lines to a minimum 50-foot transitional buffer requirement.² Unfortunately, the Site's shape and topography impair our ability to comply with these development standards. Vida respectfully requests a variance to reduce the minimum transitional buffer requirement from 50 feet to 15 feet.

The second variance relates to the Site's minimum parking standard, which is: (1) two spaces per dwelling unit plus (2) one space per 200 square feet of enclosed general commercial space or (3) one space per square foot of restaurant gross floor area and additional spaces based on various physical occupancies. These standards translate to a minimum residential parking requirement of more than 630 spaces, comprised of 560 residential spaces and more than 70 commercial spaces, assuming both commercial spaces are occupied by restaurants.³ Vida's extensive institutional experience with its communities is that far fewer parking spaces are required. Therefore, Vida respectfully requests a variance to reduce its minimum parking requirement to a total of 436 parking spaces for the proposed development.

The third variance relates to the Georgia Highway 74 Overlay Zoning District regulations, which require 100% brick cladding materials on front facades and "majority brick cladding" on side and rear building facades. Vida's front facades are designed to provide an enhanced aesthetic to the public by incorporating a variety of high-quality contrasting materials. To preserve the high-quality aesthetic of its proposed development, Vida respectfully requests a brick façade variance to reduce the minimum brick cladding requirements on its building facades to 40%.

The final variance relates to the Site's maximum building height, which is capped at 48 feet. As designed, Vida's proposed building height is 60 feet. As explained in detail below, the Site incorporates sharply undulating topography. The zoning ordinance defines "building height" as "the average of two measurements of vertical distance from adjacent grade to the lowest and highest points of the roof of the highest story of a building." This is a very straightforward proposition when calculating building height on a flat site. However, applying this calculation to sloping topography generates a result that appears to have an impact that is greater on paper than it would be when actually viewing the building in-person. Furthermore, Vida has designed its proposed buildings with an enhanced building façade height to present a more substantial, higher quality aesthetic while not exceeding the city's four-story building height cap. Therefore, Vida respectfully requests a building height variance.

² Zoning Ordinance § 80-372 ("When...C-2...zoned properties abut all other zoning districts; a 50 feet [sic] buffer shall be required.").

³ It is impossible to preemptively calculate the actual restaurant parking requirement because it is partially based on the number of seats and employees that will be on the premises.

I. Vida's Application Complies with Fairburn's Variance Approval Standards.

Section 80-251 of the Zoning Ordinance sets forth the city's three prescribed variance approval standards, and it only requires applicants to show that they comply with one of them. Vida's variance request fully meets two of these approval standards as follows:

- (1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or

The Fairburn City Council crafted the regulations in the Zoning Ordinance to reflect policy determinations that it had made regarding the character of each zoning district, and with the general objective of promoting desirable living environments and sound commercial areas. In addition, one of the Zoning Ordinance's stated purposes is "encouraging the most appropriate use of land, buildings, and other structures throughout the city."⁴ The Zoning Ordinance's also sets forth a "general objective of promoting desirable living environments, stable neighborhoods, [and] sound commercial areas..." Based on this general purpose, the city council zoned the Site to the C-2 zoning district and specifically included mixed use developments with apartments and commercial uses as a land use that is permitted by-right.

The Site's C-2 zoning classification is also consistent with the Site's future land use designation, which is the Highway Mixed Use Character Area. This future land use designation is intended, among other things, to "provid[e] goods and services to workers, residents, and commuters within a reasonable distance of where they live, work, and travel." Furthermore, the comprehensive plan specifically lists "mixed-use," "retail sales of goods," "restaurants/cafes," and "multi-family housing" as being "appropriate land uses" in the Highway Mixed Use Character Area.⁵

The comprehensive plan also sets forth the following "development strategies:"

- To promote a variety of housing types in the area.
- Limit building height to four (4) stories.
- Use multi-family and townhome developments to transition between intense commercial uses and nearby single-family residential uses.⁶

The foregoing specific land use policies make it very clear that the city council anticipated and encouraged multi-family developments between single-family residential areas and properties, and commercial areas and properties.

⁴ Zoning Ordinance §80-3.

⁵ Fairburn Comprehensive Plan, p. 42.

⁶ *Id* at p. 41.

Vida's development proposal is the embodiment and realization of the city council's policy vision. The Site is located a mere one mile south of I-85. In the distance between the property and the interstate, Senoia Road's prevailing development pattern is fairly dense commercial and retail in character. This existing development includes dozens of restaurants offering everything from fast food to sit down restaurants, and even a southern brunch restaurant. It also includes three hotels, two coffee shops, banks, urgent care services, dry cleaners, a chiropractor, automotive services, and hair grooming services. Single-family residential uses abut the Site's west and south property lines, which would place Vida's proposed development between those residential areas and the high-density Senoia Road arterial corridor to the east and north. In addition, placing apartments in such close proximity to ample neighborhood services is fully consistent with the city council's land use priorities.

For the foregoing reasons, Vida's application fully meets this variance approval standard.

(2) The strict application of the C-1 buffer and parking standards to Vida's property creates an unnecessary hardship and impairs the public good.

The Site suffers from multiple adverse conditions that impair Vida's ability to conform to the C-2 development buffer and parking standards. More specifically, the Site's adverse conditions relate to its undulating topography, unusual shape, and its status as a double frontage lot.⁷

The Site is shaped like a rectangle with the northeast corner cut out of it, resulting in a shape that is similar to a flag lot that wraps around the corner lot at the intersection of Landrum and Senoia Roads. In addition to forcing any future development to follow its unusual L-shape, this lot configuration subjects the Site's owner to two 35-foot front yard setbacks along those two roadways. In addition to these substantial setback requirements, the Site is also subject to two 50-foot buffer requirements. It would seem highly unusual for more than two-thirds of a single parcel's perimeter to be subject to such heavy setback and buffer requirements, which occur solely because of its unusual shape.

The impact of the Site's excessive setback and buffer restrictions is compounded by its severe topography. For example, the Site's Landrum Road frontage rises from an elevation of 955 feet at the northwest corner to 960 feet at the midpoint of that frontage before plunging to 926 feet at the northeast corner. That's represents a drop of 34 feet over a distance of about 120 feet, representing a downward slope of almost 30 degrees.

The combination of the Site's unusual shape, severe topography, and excessive setbacks and buffers impose a hardship on Vida. This hardship is entirely unnecessary because, as explained above, Vida's mixed-use development is not only permitted by-right, it is also entirely consistent with the city's specific land use policies for the Highway Mixed Use Character Area.

⁷ Zoning Ordinance § 80-492 (A double frontage lot is "a lot having frontage on two streets that do not intersect at any point along the lot, as distinguished from a corner lot.").

WILSON BROCK & IRBY, L.L.C.

VIDA COMPANIES VARIANCE LETTER OF INTENT

June 3, 2024

Page 5

Therefore, any failure to approve Vida's variance application would countermand the city council's very clear legislative and policy purposes and intent.

For the foregoing reasons, Vida's application fully meets this variance approval standard.

II. Constitutional Objections.

Georgia courts have long held that a zoning applicant must present any potential constitutional objections to the local government during the zoning review process. Applicants who fail to do so substantially deprive themselves of a legal basis to appeal adverse zoning decisions.⁸ Therefore, solely to satisfy these longstanding requirements of Georgia law, Vida respectfully advises the city of Fairburn of its constitutional objections.

Vida has demonstrated its consistency with the city council's legislative intent and its satisfaction of the city's approval standards for its requested variances. Therefore, the denial of Vida's application (or the approval of any lesser relief than requested) would violate Vida's constitutionally protected rights to due process of law and equal protection under the laws. Such an unconstitutional decision by the city would also constitute an arbitrary and capricious act without any rational basis, as well as a manifest abuse of its discretion.

For all of the foregoing reasons, Vida respectfully requests the approval of its variance requests. Please do not hesitate to let me know if I may provide you with any additional information, or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.



By: Harold Buckley, Jr., AICP
Attorneys for Vida Companies, Inc.

Enclosures

⁸ DeKalb County v. Bemby, 252 Ga. 510, 314 S.E.2d 900 (1984) (Held that the trial court erred in failing to grant summary judgment to DeKalb County because the constitutional attacks on the subject property's zoning were not first raised before the County Commission).

CLIENT

VIDA

PROJECT NAME

FAIRBURN - SENOIA ROAD

PRESENTATION DATE

2024.03.25

SITE PLAN LEGEND

- 1 Site Entry/Exit
- 2 Residential Building
- 3 Leasing/Amenity
- 4 Retail/Restaurant
- 5 Co-working
- 6 Pool
- 7 Public Greenspace
- 8 Private Greenspace
- 9 Trash Enclosure
- 10 Maintenance Building
- 11 Ingress/Egress Easement



SITE PLAN

CLIENT

VIDA

PROJECT NAME

FAIRBURN

PRESENTATION DATE

2024.03.01

SITE FEATURES

- 1 Site Entry/ Exit
- 2 Leasing & Amenity
- 3 Roof Top Amenity
- 4 Coworking
- 5 Retail/Restaurant
- 6 Coffee Shop
- 7 4-Story Residential Building
- 8 Private Courtyard, +/- 122' x 105'
- 9 Pool Courtyard, +/- 226' x 120'
- 10 Community Plaza
- 11 Trash Enclosure
- 12 Connection to Other Lot

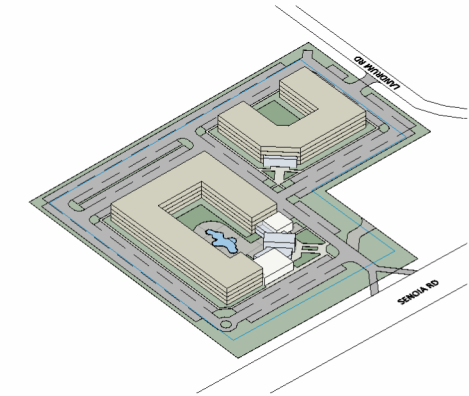
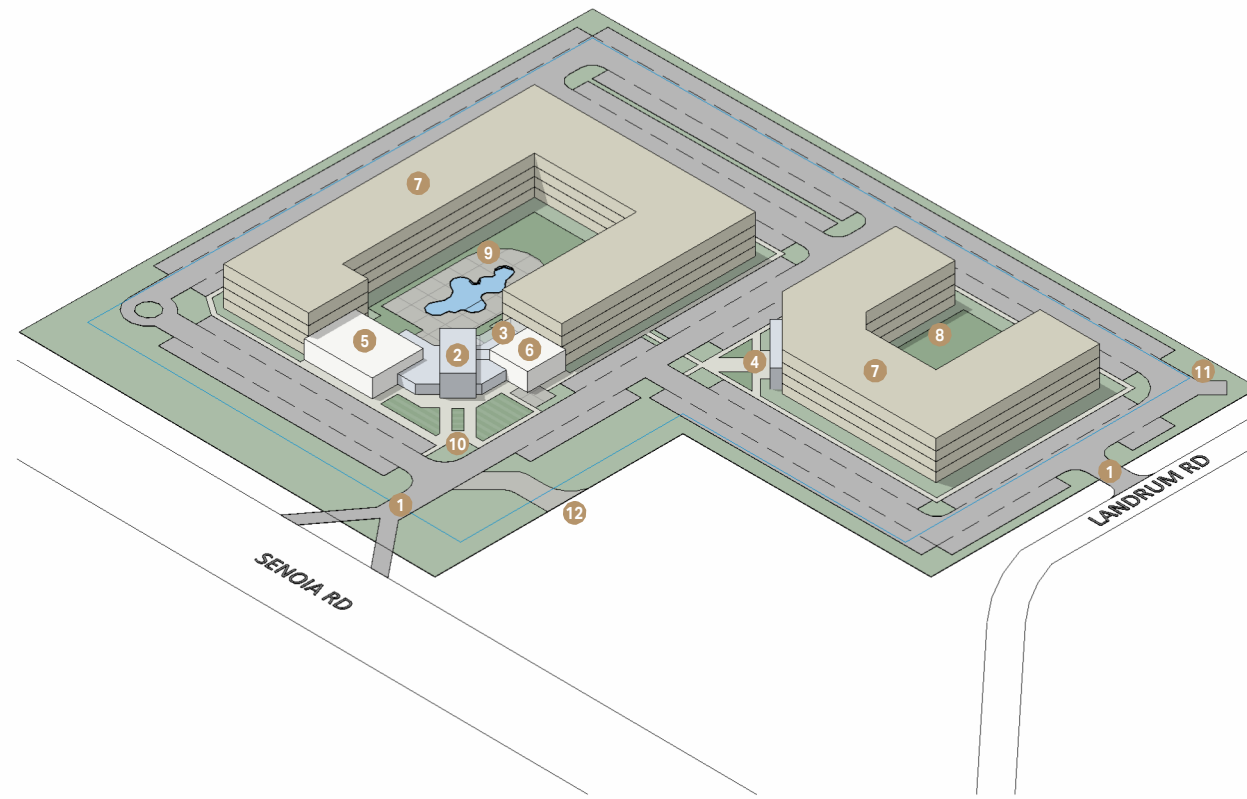
GENERAL NOTES

Parking counts calculated based on a factor and complies with zoning requirement of 10'x18' parking spaces. Zoning does allow for 25% compact spaces. This allowance has not been reviewed in this study.

Residential buildings proposed to be 4-stories with flat roofs; building steps and fire walls may be required to comply with height limitations.

Note that this site is located within the Georgia Highway 74 Overlay. This overlay has specific material requirements including the use of brick along right of way facades.

**Preliminary zoning review; may require variances*



DEVELOPMENT SUMMARY

Residential Buildings
(2) 4-Story Bldgs

Units
+/- 280 Units (936 SF Avg)
60% 1 Bedroom (785 SF Avg)
35% 2 Bedroom (1150 SF Avg)
5% 3 Bedroom (1250 SF Avg)

Amenity
+/- 7,000 SF

Commercial
+/- 7,000 SF (Retail and Coffee)

Parking Provided
+/- 420 MF Spaces (1.50 Parking Factor)
+/- 16 Commercial Spaces

+/- 436 Total Parking Spaces

SURVEY NOTES

- A. THE FIELD SURVEY WAS PERFORMED ON MARCH 4, 2024. ISSUE OR REVISION DATES ARE BASED ON FIELD OBSERVATIONS MADE AT THAT TIME. ANY CHANGES IN SITE CONDITIONS AFTER THE DATE OF THE FIELD SURVEY ARE NOT REFLECTED HEREON.
- B. THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 22 727 FEET. AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. GROUND MEASUREMENTS WERE OBTAINED USING A TRIMBLE S6.
- C. THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 375,456 FEET.
- D. THE VERTICAL DATUM IS BASED ON NAVD 88. THE HORIZONTAL DATUM IS BASED ON GRID NORTH, NAD '83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING GPS GNSS REAL TIME NETWORK USING A SPECTRA PRECISION SP85 GPS UNIT.
- E. ALL DISTANCES SHOWN ARE HORIZONTAL. GROUND DISTANCES.
- F. THE SOURCE OF TITLE IS: 0 SENOIA ROAD
PARCEL ID: 09F020300080267
KNOWLES TRUCKING CO, INC
D.B. 11389, PG. 11

CLERK OF THE SUPERIOR COURT RECORDING INFORMATION

SYMBOL LEGEND

- ⊕ BENCHMARK
- ⊕ SANITARY SEWER CLEANOUT
- ⊕ CONCRETE MONUMENT FOUND (CCMF)
- ⊕ FIRE HYDRANT
- ⊕ SINGLE WING CATCH BASIN
- ⊕ GUY WIRE
- ⊕ HEADWALL
- ⊕ IRON PIN FOUND (TYPE NOTED)
- ⊕ IRON PIN SET
- ⊕ LIGHT POLE
- ⊕ MAILBOX
- ⊕ OUTLET CONTROL STRUCTURE
- ⊕ UNDERGROUND POWER TRANSFORMER
- ⊕ SANITARY SEWER MANHOLE
- ⊕ STREET SIGN
- ⊕ PAINTED TRAFFIC MARKING
- ⊕ EVERGREEN TREE
- ⊕ HARDWOOD TREE
- ⊕ UNDERSTORY TREE
- ⊕ UTILITY POLE
- ⊕ WATER METER
- ⊕ TELEPHONE BOX

ABBREVIATION LEGEND

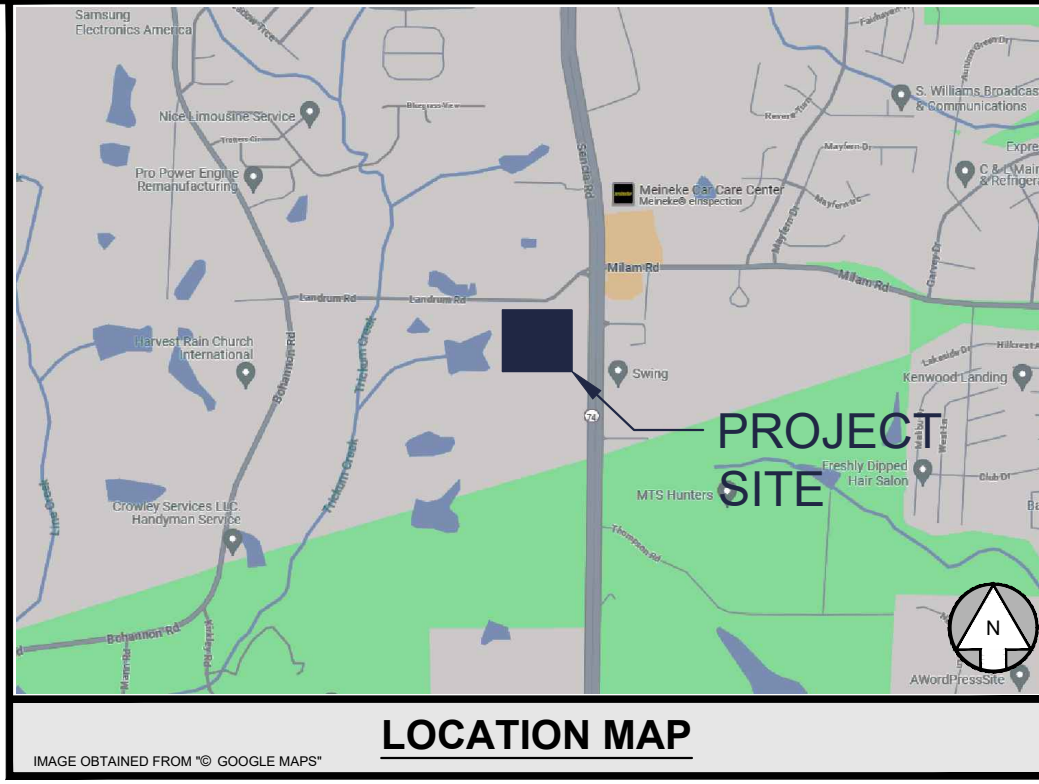
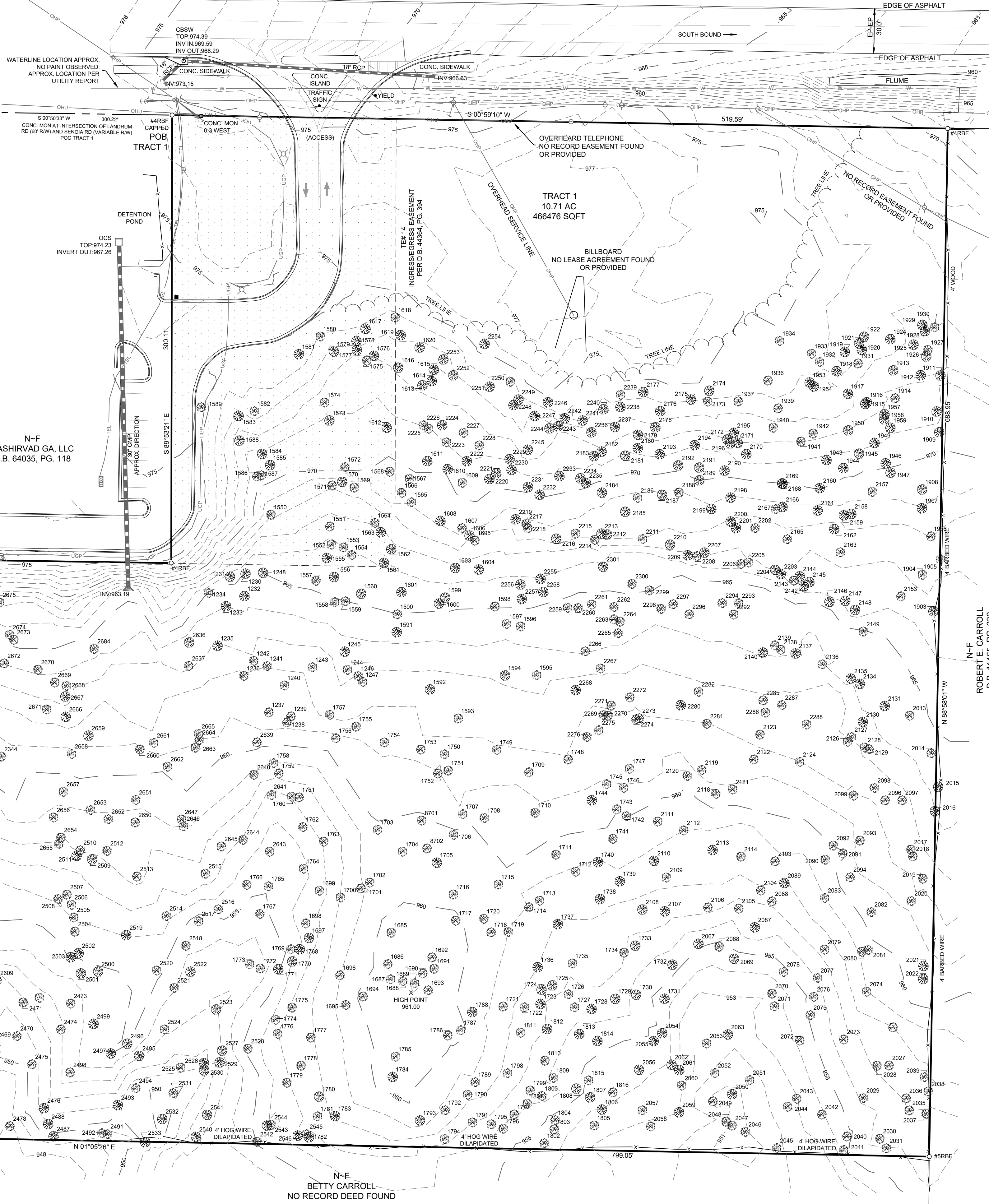
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RFB REBAR FOUND
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- NF NOW OR FORMERLY
- TE# TITLE EXCEPTION NUMBER
- DIP DUCTILE IRON PIPE
- BROKEN LINE (NOT TO SCALE)

LINE LEGEND

- TEL FIBER OPTIC
- OHU OVERHEAD UTILITY
- OHV OVERHEAD POWER
- UGP UNDERGROUND POWER
- SS SANITARY SEWER
- W WATER MAIN
- GAS GAS
- FENCE FENCE

LINE	LENTH	CHORD BEARING
L1	9.45	S 00°53'11" W
L2	9.45	N 01°05'26" E

**SENOIA ROAD (VARIABLE R/W)
A.K.A. STATE ROUTE 74
(LIMITED ACCESS(PUBLIC)ASPHALT)**



PREPARED IN THE OFFICE OF
GASKINS + LECRAW
© 2024 GASKINS + LECRAW, INC.
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
www.gaskinslecrew.com
LSF001371

REVISIONS:

NO.	DATE	BY	REVISION

GENERAL NOTES

- A. PROPERTY ADDRESS: 0 SENOIA ROAD
- B. TAX PARCEL ID: 09F020300080267
- C. CURRENT ZONING: C-2 (HIGHWAY COMMERCIAL)
- D. SETBACKS:
MINIMUM FRONT SETBACK = 35'
MINIMUM SIDE SETBACK = NONE
MINIMUM REAR SETBACK = 15'
MAXIMUM BUILDING HEIGHT = 48'
(SOURCE OF INFORMATION IS MUNICICODE)
- E. THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X ACCORDING TO F.E.M.A INFORMATION RATE MAP COMMUNITY NUMBER # 130314, MAP NUMBER # 13121C0464F DATED SEPTEMBER 16, 2013.
- F. ALL CORNER MONUMENTS SET ARE 12-INCH REBAR WITH PLASTIC CAP UNLESS OTHERWISE NOTED.
- G. THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES) ARE SHOWN FROM USING VIVAX VLOC3 LOCATOR WITH 10-WATT TRANSMITTER - MULTI-FREQUENCY LINE LOCATOR AND SENSORS & SOFTWARE LMK100 - GROUND PENETRATING RADAR. ANY NON-METALLIC UTILITIES WITHOUT TRACER WIRE MAY NOT BE LOCATED. THE SURVEYOR LOCATED PAINT MARKS PLACED BY RHD SERVICES ON 02/16/2024 THAT REPRESENT UNDERGROUND UTILITIES SHOWN.

ALTA TABLE "A" ITEMS

- 1. #4 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- 2. ADDRESSES SHOWN PER FULTON COUNTY GIS
- 3. AS SHOWN ON SURVEY AND GENERAL NOTES E.
- 4. SUBJECTS TRACTS TOTAL ACREAGE IS 10.79
- 5. VERTICAL RELIEF SHOWN GRAPHICALLY WITH 1' CONTOURS. SEE SURVEY NOTE D.
- 6. (A) AS SHOWN ON SURVEY AND GENERAL NOTES C & D
- 7. (A) NO BUILDING OBSERVED WHILE CONDUCTING FIELD WORK.
- 8. (B) NO BUILDING OBSERVED WHILE CONDUCTING FIELD WORK.
- 9. ALL SUBSTANTIAL FEATURES OBSERVED WHILE CONDUCTING FIELD WORK ARE SHOWN.
- 10. NO PARKING SPACES OBSERVED WHILE CONDUCTING FIELD WORK.
- 11. (B) AS SHOWN ON SURVEY AND GENERAL NOTE G.
- 12. OWNER NAMES OF ADJOINING TRACTS AS SHOWN.
- 13. NO EVIDENCE OF RECENT EARTH WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED WHILE CONDUCTING FIELD WORK.
- 14. THERE ARE NO KNOWN PROPOSED CHANGES TO STREET RIGHT OF WAYS, NO EVIDENCE OF RECENT STREET OF SIDEWALK CONSTRUCTION/REPAIRS OBSERVED WHILE CONDUCTING FIELD WORK.

TITLE COMMITMENT NOTES

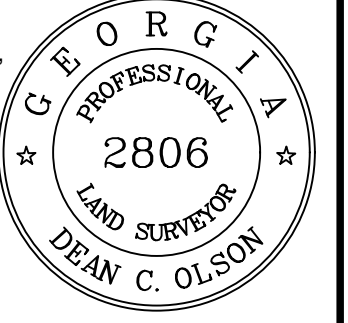
- CHICAGO TITLE INSURANCE COMPANY
CERTIFICATE NO. 24-0144CM
COMMITMENT DATE: JANUARY 26, 2024 @ 5PM
- EXCEPTIONS PER TITLE COMMITMENT
- 9. EASEMENT IN THE RIGHT OF WAY DEED FROM ANDREW R. LEWIS TO FULTON COUNTY, DATED DECEMBER 13, 1974, RECORDED IN DEED BOOK 6215, PAGE 400. DEED VAGUE IN NATURE. EASEMENT NOT PLOTTABLE.
- 10. EASEMENT IN RIGHT OF WAY DEED FROM ANDREW R. LEWIS TO FULTON COUNTY, DATED DECEMBER 13, 1974, RECORDED IN DEED BOOK 6215, PAGE 402. DEED VAGUE IN NATURE. EASEMENT NOT PLOTTABLE.
- 11. RIGHT OF WAY DEED (LIMITED ACCESS) AND EASEMENTS FROM KNOWLES TRUCKING CO., INC. TO THE DEPARTMENT OF TRANSPORTATION, DATED MAY 6, 1986, RECORDED IN DEED BOOK 10103, PAGE 146. AFFECTS SUBJECT TRACT. CURRENT RIGHT OF WAY OF SENOIA ROAD.
- 12. RIGHT OF WAY DEED (LIMITED ACCESS) AND EASEMENTS FROM HENRIETTA J. LEWIS TO THE DEPARTMENT OF TRANSPORTATION, DATED APRIL 22, 1986, RECORDED IN DEED BOOK 10103, PAGE 150. AFFECTS SUBJECT TRACT. SAME AS EXCEPTION 11.
- 13. AGREEMENT AND UTILITIES EASEMENT FROM KNOWLES TRUCKING COMPANY TO ANIKA CORPORATION, DATED JULY 29, 2004, RECORDED IN DEED BOOK 38398, PAGE 8. AFFECTS SUBJECT TRACT. BLANKET IN NATURE. NOT PLOTTABLE.
- 14. GRANT OF EASEMENT FROM KNOWLES TRUCKING COMPANY TO ANIKA CORPORATION, DATED JANUARY 25, 2007, RECORDED IN DEED BOOK 44364, PAGE 394. AFFECTS SUBJECT TRACT. SHOWN ON SURVEY.

SURVEYOR'S CERTIFICATION:
THIS SURVEY IS MADE FOR THE BENEFIT OF: VIVA REALTY, LLC, VIVA FAIRBURN, LLC, & CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTANSPLS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(A), 7(B)(1), 8, 9, 11(B), 13, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 4, 2024.

SURVEYOR'S CERTIFICATION

THIS PLAN 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 HEREON. 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.



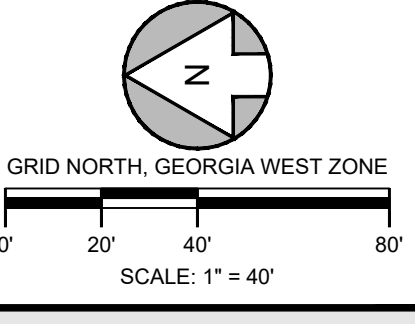
Dean C. Olson
DEAN C. OLSON DATE: 3-18-24
GEORGIA REGISTERED LAND SURVEYOR NO. 2806

ALTANSPLS LAND TITLE SURVEY FOR:
VIDA REALTY, LLC, VIDA FAIRBURN, LLC & CHICAGO TITLE INSURANCE COMPANY
0 SENOIA ROAD
PARCEL ID: 09F020300080267
LOCATED IN LAND LOT 8
DISTRICT, CITY OF FAIRBURN
FULTON COUNTY, GA

CALL BEFORE YOU DIG



SCALE & NORTH ARROW:



SURVEY INFO:

DRAWN BY:	RSS
REVIEWED BY:	OCO
FIELD DATE:	3-4-24
OFFICE DATE:	3-15-24
JOB #:	47800001.000

SHEET TITLE

CLERK OF THE SUPERIOR COURT RECORDING INFORMATION

TITLE COMMITMENT PROPERTY DESCRIPTION

Issuing Office File No.: 24-0144CM

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 8 of the 9th District of formerly Fayette, now Fulton County, Georgia, more particularly shown and delineated on plat of survey made by Delta Engineers & Surveyors, Inc., dated March 15, 1973, which is made a part of this description by reference thereto and being more particularly described as follows:

BEGINNING at a point marked by a nail at the corner formed by the intersection of the south side of Landrum Road, which has a right of way of 60 feet in width, and the west side of Senoia Road (also known as State Highway #74) and having a right of way of 40 feet in width; thence south along the west side of Senoia Road a distance of eight hundred fifteen and four-tenths (815.4) feet to an iron pin; thence north 89 degrees 48 minutes 40 seconds west eight hundred four and three-tenths (804.3) feet to an iron pin; thence north 00 degrees 20-minutes 10 seconds east eight hundred ten (810) feet to an iron pin located on the south side of Landrum Road; thence east along the south side of Landrum Road a distance of eight hundred eleven and nine-tenths (811.9) feet to the point of beginning.

Less and Except:

All that tract or parcel of land lying and being in Land Lot 8 District 9F, Fulton County, Georgia and being more particularly described as follows: Beginning at the intersection of the west right of way of State Route 74 a.k.a. Senoia Road with the south right of way of Landrum Road 60' right of way (abandon), proceeding thence S 06°24'27"W a distance of 300.00' tap, proceeding thence N 84°20'41"W a distance of 300.00' tap, proceeding thence N 06°24'27"E a distance of 300.00' tap on the south right of way of Landrum Road 60' right of way (abandon), proceeding thence along said right of way S 84°20'41"E a distance of 300.00' to the Point of Beginning. Said tract contains 2.0859 acres as depicted on Boundary and Topographic Survey prepared by P. T. & B. Engineering, Inc. prepared for Georgia World of Beverages dated June 9, 2004 bearing a job number of 04134.

Further Less and Except:

Right of Way Deed to Fulton County, dated December 13, 1974, recorded in Deed Book 6215, Page 400.
Right of Way Deed to Fulton county, dated December 13, 1947, recorded in Deed Book 6215, Page 402.
Right of Way Deed to the Department of Transportation, dated May 6, 1986, recorded in Deed Book 10103, Page 146.
Right of Way Deed to the Department of Transportation, dated April 22, 1986, recorded in Deed Book 10103, Page 150.

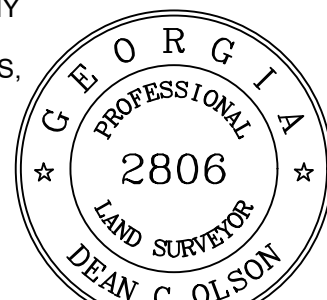
SURVEYOR'S CERTIFICATION:

THIS SURVEY IS MADE FOR THE BENEFIT OF: VIVA REALTY, LLC, VIVA FAIRBURN, LLC, & CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(A), 7(B)(1), 8, 9, 11(B), 13, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 4, 2024.

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. 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.



AS SURVEYOR FOR GASKINS + LECRAW, INC.

Dean C. Olson
DEAN C. OLSON DATE: 3-18-24
GEORGIA REGISTERED LAND SURVEYOR NO. 2806

OVERALL - SURVEYED PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 8 OF THE 9TH DISTRICT, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE ABANDONED SOUTHERLY RIGHT OF WAY OF LANDRUM ROAD (60' RW) AND THE WESTERLY RIGHT OF WAY OF SENOIA ROAD A.K.A. STATE ROUTE 74 (VARIABLE RW), THENCE ALONG THE SAID RIGHT OF WAY OF SENOIA ROAD SOUTH 00 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 300.22 FEET TO A CAPPED #4 REBAR, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 00 DEGREES 59 MINUTES 10 SECONDS WEST A DISTANCE OF 519.59 FEET TO A #4 REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY NORTH 88 DEGREES 58 MINUTES 01 SECONDS WEST A DISTANCE OF 688.95 FEET TO A #5 REBAR FOUND; THENCE NORTH 01 DEGREES 05 MINUTES 26 SECONDS EAST A DISTANCE OF 808.5 FEET TO A BENT #5 REBAR FOUND; THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST A DISTANCE OF 386.92 FEET TO A CAPPED #4 REBAR FOUND; THENCE SOUTH 00 DEGREES 53 MINUTES 11 SECONDS WEST A DISTANCE OF 299.97 FEET TO A #4 REBAR FOUND; THENCE SOUTH 89 DEGREES 53 MINUTES 21 SECONDS EAST A DISTANCE OF 300.11 FEET TO A CAPPED REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINS 10.79 ACRES (470132 SQUARE FEET), MORE OR LESS.

TRACT 1 - SURVEYED PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 8 OF THE 9TH DISTRICT, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE ABANDONED SOUTHERLY RIGHT OF WAY OF LANDRUM ROAD (60' RW) AND THE WESTERLY RIGHT OF WAY OF SENOIA ROAD A.K.A. STATE ROUTE 74 (VARIABLE RW), THENCE ALONG THE SAID RIGHT OF WAY OF SENOIA ROAD SOUTH 00 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 300.22 FEET TO A CAPPED #4 REBAR, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 00 DEGREES 59 MINUTES 10 SECONDS WEST A DISTANCE OF 519.59 FEET TO A #4 REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY NORTH 88 DEGREES 58 MINUTES 01 SECONDS WEST A DISTANCE OF 688.95 FEET TO A #5 REBAR FOUND; THENCE NORTH 01 DEGREES 05 MINUTES 26 SECONDS EAST A DISTANCE OF 799.05 FEET TO A #4 REBAR SET; THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST A DISTANCE OF 386.96 FEET TO A #4 REBAR SET; THENCE SOUTH 00 DEGREES 53 MINUTES 11 SECONDS WEST A DISTANCE OF 290.52 FEET TO A #4 REBAR FOUND; THENCE SOUTH 89 DEGREES 53 MINUTES 21 SECONDS EAST A DISTANCE OF 300.11 FEET TO A CAPPED REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINS 10.71 ACRES (466476 SQUARE FEET), MORE OR LESS.

TRACT 2 - SURVEYED PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 8 OF THE 9TH DISTRICT, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE ABANDONED SOUTHERLY RIGHT OF WAY OF LANDRUM ROAD (60' RW) AND THE WESTERLY RIGHT OF WAY OF SENOIA ROAD A.K.A. STATE ROUTE 74 (VARIABLE RW), THENCE ALONG THE SAID RIGHT OF WAY OF LANDRUM ROAD NORTH 89 DEGREES 56 MINUTES 11 SECONDS WEST A DISTANCE OF 299.88 FEET TO A CAPPED #4 REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 53 MINUTES 11 SECONDS WEST A DISTANCE OF 9.45 FEET TO A #4 REBAR SET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS WEST A DISTANCE OF 386.96 FEET TO A #4 REBAR SET; THENCE NORTH 01 DEGREES 05 MINUTES 26 SECONDS EAST A DISTANCE OF 9.45 FEET TO A BENT #5 REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY OF LANDRUM ROAD (60' RW); THENCE ALONG SAID RIGHT OF WAY SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST A DISTANCE OF 386.92 FEET TO A CAPPED #4 REBAR, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINS 0.08 ACRES (3656 SQUARE FEET), MORE OR LESS.

Table with 3 columns: NO., DBH (IN), TYPE. Lists trees 1772-2028.

Table with 3 columns: NO., DBH (IN), TYPE. Lists trees 2029-2160.

Table with 3 columns: NO., DBH (IN), TYPE. Lists trees 2161-2268.

Table with 3 columns: NO., DBH (IN), TYPE. Lists trees 2269-2509.

Table with 3 columns: NO., DBH (IN), TYPE. Lists trees 2510-2660.

Table with 3 columns: NO., DBH (IN), TYPE. Lists trees 2661-2811.



REVISIONS:

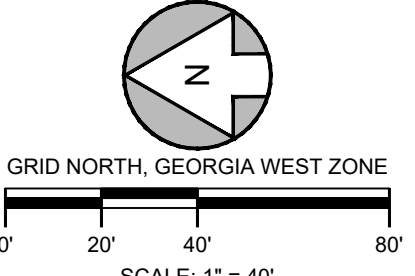
Table with columns: REV. #, DATE, DRAWN BY, CHECKED BY.

ALTA/NSPS LAND TITLE SURVEY FOR:
VIDA REALTY, LLC, VIDA FAIRBURN, LLC & CHICAGO TITLE INSURANCE COMPANY
0 SENOIA ROAD
LOCATED IN LAND LOT 8 DISTRICT, CITY OF FAIRBURN FULTON COUNTY, GA
PARCEL ID: 09F020300080287

CALL BEFORE YOU DIG



SCALE & NORTH ARROW:



SURVEY INFO:

DRAWN BY: RSS
REVIEWED BY: OCO
FIELD DATE: 3-4-24
OFFICE DATE: 3-15-24
JOB #: 47800001000

SHEET TITLE

SIGN PERMIT APPLICATION

Permit No: _____

Total Fee: \$ 100

Sign Location

Senoia Road (Parcel 09F070300320288) Fairburn GA 30123

Address where sign will be located _____ Suite _____ City _____ State _____ ZIP _____

OUTFRONT Media 678-420-9026 Sandy Springs 23-96412

Business Name _____ Phone _____ Business License Number _____

New Sign Information

Free Standing Monument Wall Special Temporary Other: Billboard - location #1 - State Sign

Highway 29 Overlay District Illuminated

GDOT Road Widening - CS NHS - 0007-00(8)

Sign Dimensions: 14 x 48 Area: 672 per face sq/ft Height above grade: 75'

Gross wall area: N/A Materials: Steel Sign setback from R.O.W. 10'

Beginning Date: _____ Ending Date: _____

Business Owner

OUTFRONT Media 404-699-1499 404-696-1934

Business Owner or Manager _____ Phone _____ Fax _____

1100 Abernathy Rd NE Suite 380 Atlanta GA 30328

Mailing Address (if other than above) _____ City _____ State _____ ZIP _____

E-mail Address Susan.Fromm@outfront.com

Please provide information and photographs of all existing signs on this site.

Sign Contractor

Wilson Sign Repair Ryan Wilson

Company Name _____ Agent _____

921 Whooping Creek Rd Cumilton GA 30116

Mailing Address _____ City _____ State _____ ZIP _____

404-702-0885 2023-3424

Phone _____ Fax _____ Business License Number _____

E-mail Address Ryan@wilsonoutdoor.com

Will Contractor install sign? Yes No Property owner's permission to install sign? Yes No

Applicant's Signature

I hereby certify that all information provided herein is true and correct. I am aware of Section 80-431: Regulated Signs, and agree to comply with the City of Fairburn Zoning Ordinance

Susan Fromm Susan.Fromm@outfront.com

Applicant Print Name _____ E-mail Address _____

Susan Fromm 678-420-9026 3/20/2024

Applicant's Signature (Business Owner or Owner's Representative) _____ Phone _____ Date _____

Zoning C-2 Zoning Case _____ Staff Only _____ Variance Case (if applicable) _____

Land Lot _____ Overlay District Yes No Highway 74

Approved Denied by Chancellor Felton Date 04/16/2024

Comments _____



ZONING TEXT AMENDMENT INITIATION PROCESS

The owner of property within the City, or his authorized agent, may apply for a zoning text amendment. In order to be accepted for consideration, all required application forms and documentation must be complete. A checklist is included, specifying the required documentation comprising a complete application packet.

APPLICANT'S CHECKLIST

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK √
1.	Application Form	1 original and 1 copy	
2.	Letter of Intent (including proposed text amendment)	1 original and 1 copy	

ITEM 1. PREAPPLICATION REVIEW MEETING: Prior to submitting an application, all applicants are required to meet with a planner who will review the applicant's proposal. *This meeting must be completed by the Friday before Monday's filing deadline.* Applicants are required to bring the proposed text amendment to the meeting. Call the Planning and Zoning Office at 770-964-2244 to schedule an appointment.

ITEM 2. APPLICATION FORM: Original and notarized signatures of the property owner(s) and applicant(s) or a notarized statement by the applicant as to ownership are required. If a contract is used in lieu of the owner's signature, the signature on the contract must be an original and the contract must be valid for the duration of the zoning text amendment process. See the application form for additional details.

ITEM 3. LETTER OF INTENT: The Letter of Intent should state the requested zoning text amendment, Article numbers and section of all affected ordinances relating to proposed amendment, if applicable, detailed text of proposed changes.

PUBLIC HEARINGS

A) The Planning and Zoning Commission will review the petition and forward a recommendation to the Mayor and City Council on the first Tuesday of each month at 7:00 p.m. at City Hall.

B) The Mayor and City Council hold public hearings for zoning text petitions on the fourth Monday of each month at 7:00 p.m. at City Hall.

PUBLIC NOTICE

Publish notice of the public hearing in a newspaper of general circulation at least 15 days, but no more than 45 days prior to the public hearing at which an application will be heard. The published notice shall contain the time, place and purpose of the hearing and the location of the property if applicable (zoning text amendments may not always be property specific). Renotification is not required when a petition is deferred by the city council or the planning and zoning commission.

STAFF ANALYSIS

Prior to the public hearings, the Planning and Zoning Office will publish its findings, recommendations and comments in the staff analysis. Please contact the Planning and Zoning Office at (770) 964-2244 for additional information.

APPLICANT INFORMATION

Applicant name: Latesha McCoy
Address: 101 W. Campbellton St. Fairburn GA 30213
Phone: 770-726-2703 Cell: 678-458-1196
Email address: latesha@mcconyrealitygroup.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____
Address: _____
Phone: _____ Cell: _____ Fax: _____
Email address: _____

PROPERTY INFORMATION (if applicable)

Address: 101 W. Campbellton St. Fairburn GA 30213
Parcel ID#: D9F1707006100 Land Lot: _____ District: _____
58

ZONING TEXTED REQUEST

The undersigned, having an interest in the amendment of zoning text herein described, respectfully petitions that said zoning text be amended to the following:

Zoning Ordinance Article 2 Section 80-80

Existing Text: Permitted uses

Proposed Text: Automobile Brokerage Office (No vehicles on site)
Administrative office only



Zoning Ordinance Article _____ Section _____

Existing Text:

Four horizontal lines for existing text input.

Proposed Text:

Five horizontal lines for proposed text input.

Zoning Ordinance Article _____ Section _____

Existing Text:

Five horizontal lines for existing text input.

Proposed Text:

Five horizontal lines for proposed text input.

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

Latesha McCoy
Type or Print Owner's Name

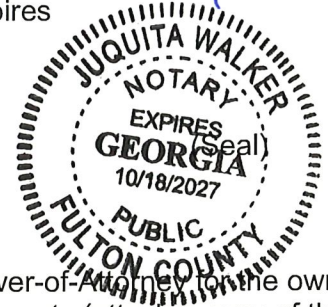
Latesha McCoy
Owner's Signature

8/2/2024
Date

Sworn and subscribed before me this
____ day of August, 2024

Juquita Walker
Notary Public

10-18-2027
Commission Expires



POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

Type or Print Owner's Name

Owner's Signature

Date

Sworn and subscribed before me this
____ day of _____, _____

Notary Public

Commission Expires

(Seal)

Type or Print Applicant's Name

Applicant's Signature

Date



ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

Address

Phone Number

Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we _____ am/are the owner(s) of the property, which is the subject matter of this application. I/we authorize the City of Fairburn to inspect the premises, which is the subject of this request for Rezoning.

Type or Print Owner's Name

Owner's Signature